

**LOCAL APENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

WINDSOR REGIONAL HOSPITAL
(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Union")

Expiry: March 31, 2020

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**APPENDIX 3
SALARY SCHEDULES**

Effective April 1, 2018	Registered Nurse	Advanced Practice Nurse / Clinical Resource Nurse / Patient Care Resource Nurse	Expanded Role Nurse / Registered Nurse First Assist (RNFA)	Grad. Nurse R.N. Temp./R.N. Prov. Nurse	RNEC/Acute Care Nurse Practitioner	Lead Nurse Practitioner	Clinical Coordinator/ Nurse Educator/Clinical Practice Coordinator/ Diabetic Educator / In- Ser. Instr./ECO (Infection Control)	Utilization Resource Nurse	Charge Nurse/Emergency Resource Leader (Rotational)
Start	32.66	34.91	37.79	31.72	49.15	51.26	35.08	34.28	34.69
1 Year	32.81	35.11	37.98		50.29	52.63	35.32	34.46	34.84
2 Years	33.36	35.69	38.59		51.01	53.50	35.90	34.99	35.39
3 Years	35.00	37.43	40.50		53.38	56.32	37.74	36.75	37.03
4 Years	36.66	39.21	42.42		55.84	59.27	39.51	38.48	38.69
5 Years	38.72	41.46	44.84		58.46	62.42	41.83	40.67	40.75
6 Years	40.80	43.66	47.23				44.06	42.83	42.83
7 Years	42.89	45.90	49.65				46.35	45.04	45.04
8 Years	45.94	49.15	53.16		58.58	62.56	49.62	48.24	48.24
25 Years	46.76	50.02	54.13		59.51	63.66	50.48	49.10	49.10

Effective April 1, 2019	Registered Nurse	Advanced Practice Nurse / Clinical Resource Nurse / Patient Care Resource Nurse	Expanded Role Nurse / Registered Nurse First Assist (RNFA)	Grad. Nurse R.N. Temp./R.N. Prov. Nurse	RNEC/Acute Care Nurse Practitioner	Lead Nurse Practitioner	Clinical Coordinator/ Nurse Educator/Clinical Practice Coordinator/ Diabetic Educator / In- Ser. Instr./ECO (Infection Control)	Utilization Resource Nurse	Charge Nurse/Emergency Resource Leader (Rotational)
Start	33.23	35.52	38.45	32.28	50.01	52.16	35.69	34.88	35.29
1 Year	33.39	35.72	38.64		51.17	53.55	35.94	35.06	35.45
2 Years	33.94	36.31	39.27		51.90	54.44	36.53	35.60	36.01
3 Years	35.62	38.09	41.21		54.31	57.31	38.40	37.39	37.68
4 Years	37.30	39.90	43.16		56.82	60.31	40.20	39.15	39.37
5 Years	39.40	42.19	45.62		59.48	63.51	42.56	41.38	41.46
6 Years	41.52	44.42	48.06				44.83	43.58	43.58
7 Years	43.64	46.70	50.52				47.16	45.83	45.83
8 Years	46.75	50.01	54.09		59.61	63.65	50.49	49.08	49.08
25 Years	47.57	50.90	55.08		60.55	64.77	51.36	49.96	49.96

WORK SHEET – O.N.A. WAGE SCHEDULE

2018 & 2019 PERCENTAGE DIFFERENTIAL WITH REG. N. RATES

	Advanced Practice Nurse / Clinical Resource Nurse / Patient Care Resource Nurse	Expanded Role Nurse / Registered Nurse First Assist (RNFA)	Grad. Nurse R.N. Temp./R.N. Prov. Nurse	RNEC/Acute Care Nurse Practitioner	Lead Nurse Practitioner	Clinical Coordinator/ Nurse Educator/Clinical Practice Coordinator/ Diabetic Educator / In-Ser. Instr./ECO (Infection Control)	Utilization Resource Nurse	Charge Nurse/Emergency Resource Nurse (Rotational)
Start	1.0690	1.1570	0.971	1.5048	1.5694	1.0742	1.0497	1.0621
1 Year	1.0700	1.1575		1.5328	1.6042	1.0764	1.0499	1.0618
2 Years	1.0700	1.1568		1.5292	1.6033	1.0760	1.0488	1.0608
3 Years	1.0691	1.1570		1.5249	1.6089	1.0782	1.0498	1.0579
4 Years	1.0698	1.1572		1.5234	1.6168	1.0776	1.0499	1.0553
5 Years	1.0707	1.1578		1.5096	1.6118	1.0800	1.0502	1.0524
6 Years	1.0700	1.1576				1.0798	1.0498	1.0498
7 Years	1.0703	1.1575				1.0806	1.0500	1.0500
8 Years	1.0697	1.1572		1.2751	1.3620	1.0799	1.0499	1.0499
25 Years	1.0699	1.1576		1.2728	1.3618	1.0796	1.0500	1.0500

Notes:

1. The position of Head Nurse is in the bargaining unit. There were no nurses in the position of Head Nurse as of the date of the hospital merger, October 1, 2013. The differential between the RN rate and the Head Nurse rate of pay as at March 31, 1991 was 1.088 under the Hotel-Dieu Grace Hospital collective agreement expiring March 31, 2013. The differential between the RN rate and the Head Nurse rate of pay as at March 31, 1991 was 1.088 under the Windsor Regional Hospital collective agreement expiring March 31, 2013 was 1.080.
2. The position of Clinical Manager was in the Hotel-Dieu Grace Hospital bargaining unit as of the date of the hospital merger, October 1, 2013. There were no nurses in the position of Clinical Manager as of October 2, 2013. The differential between the RN rate and the Clinical Manager rate of was an average of 1.064 (1.060 – 1.074) under the Hotel-Dieu Grace Hospital collective agreement expiring March 31, 2013.
3. The position of Assistant Head Nurse is in the bargaining unit. There are no nurses in the position of Assistant Head Nurse. The differential between the RN rate and the Assistant Head Nurse rate of pay as at January 2, 1994 was 1.033.

APPENDIX 4
SUPERIOR CONDITIONS

NOTE: This merged Appendix 4 was taken from the expired March 31, 1998 Collective Agreement for the Windsor Regional Hospital (Metropolitan Campus/Western Campus/Malden Park Continuing Care Centre); and from the 1998-2001 Collective Agreement between ONA and Hôtel-Dieu Grace Hospital for Nurses who transferred to Windsor Regional Hospital under the Human Resource Plan dated May 5, 1995, and from the collective agreements between ONA and Windsor Regional Hospital, and ONA and Hôtel-Dieu Grace Hospital, both expiring March 31, 2014.

Western Campus/Malden Park
Continuing Care Centre

FULL-TIME

SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause # Central Award	Applicable Clause from Existing Collective Agreement October 1, 1978 – September 30, 1980.
12.02	19.02 The unused portion of a Nurse's sick leave entitlement, including the accumulated sick leave credits due a Nurse prior to the execution of this Agreement, shall accumulate up to a maximum of one hundred and twenty (120) working days.
19.04/ 15.6	<p>Upon termination of employment, Nurses shall be paid a cash settlement based on the wage rate at the date of severance equal to their unused portion of accumulated sick leave credits, calculated as aforesaid, and this is to be paid in full and complete settlement of any unused sick leave to a Nurse's credit on the date of termination to a maximum of sixty (60) days, except in the following cases:</p> <p>(a) If the Nurse is discharged by the Hospital for just cause and such Nurse has not been reinstated through the grievance procedure;</p> <p>(b) If the Nurse leaves the employ of the Hospital without giving four (4) weeks' notice in writing in the case of a Head Nurse, Instructor or Assistant Head Nurse, and two (2) weeks' notice in writing in the case of all others in the bargaining unit.</p> <p>If such notice is given, a cheque representing the Nurse's entitlement to date of termination will be made available to the Nurse on completion of her tour of duty on the last day of work.</p>
19.05	The beneficiary or estate of a Nurse who dies while in the employ of the Hospital shall be entitled to receive the balance of the Nurse's sick leave credits due her as provided for in Article 19.04/ 15.6 herein.

APPENDIX 4
SUPERIOR CONDITIONS

Western Campus/Malden Park
Continuing Care Centre

PART-TIME

SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause # Applicable Clause from Existing Collective Agreement October 1, 1978
Central Award – September 30, 1980.

12.02 Disposition of Present Sick Leave Entitlement – Part-time

Any sick leave benefits accumulated and not utilized by November 30, 1975, shall be frozen and not supplemented thereafter. Such sick leave benefits, if any, for each Nurse now in the bargaining unit so affected may be utilized thereafter by her in accordance with the sick leave plan, including any payout provisions, in effect from time to time at the Hospital covering full-time Nurses.

15.01 NOTE: The following will apply to the following Nurses employed as part-time at the Prince Road site on or before December 14, 1987:

Holek, Debra
Richard, Mary

1. Statutory (Public) Holidays

(a) Part-time Nurses who do not work on the following will not be paid holiday pay:

New Year's Day (January 1st)
Good Friday
Victoria Day
Canada Day (July 1st)
Labour Day
Thanksgiving Day
Christmas Day (December 25th).

(b) Part-time Nurses who do not work on the following will be paid holiday pay:

Boxing Day (December 26th)

2. Non-Statutory (Public) Holidays

(a) Part-time Nurses who do not work on the following will be paid holiday pay:

Remembrance Day (November 11th)
2nd Monday in February (or heritage Day if proclaimed)
Civic Holiday

APPENDIX 4
SUPERIOR CONDITIONS

Metropolitan Campus

FULL-TIME

SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause #	Applicable Clause from Existing Collective Agreement October 1, 1978
Central Award	– September 30, 1980.

12.02 *13.04(h) On termination of employment, an Employee with the following seniority shall be paid cash-in-lieu of the accumulated sick leave credits on the following basis:

An Employee with two (2) years' seniority shall receive payment of twenty-five percent (25%) of her accumulated sick leave credits.

An Employee with three (3) years' seniority shall receive payment of thirty-three percent (33%) of her accumulated sick leave credits.

An Employee with four (4) years' seniority shall receive payment of forty percent (40%) of her accumulated sick leave credits.

An Employee with five (5) years' seniority shall receive payment of fifty percent (50%) of her accumulated sick leave credits.

13.04(j) The beneficiary or estate of an Employee who dies while in the employ of the Hospital shall be entitled to receive the balance of the Employee's sick leave credits due her as provided for in Article 13.04 (h) herein.

* based on an accumulation of up to a maximum of 150 days.

18.05 **IMMUNIZATION**

A Nurse upon request and with the approval of her physician will receive immunization for the prevention of poliomyelitis, tetanus, typhoid fever, and smallpox at the Hospital's expense. Gamma globulin will be provided for Nurses exposed to measles and infectious hepatitis.

A Nurse who contracts a work-related infectious disease – tuberculosis, staphylococci, hepatitis or typhoid fever – shall receive full treatment and medication at the Hospital's expense, providing such Employee does not receive WSIB approval or has Health Care coverage.

19.09 **EDUCATIONAL INCREMENTS**

In addition to the foregoing salaries, the following will be paid:

1. For special clinical preparation (CCU/ICU) of a minimum of fifty (50) hours over a three (3) month period

– \$15.00 per month

2. For a course in Nursing Unit Administration (CHA/CNA) – \$15.00 per month
3. For a one year University diploma or certificate in Nursing – \$40.00 per month
4. For a Bachelor of Science degree in Nursing – \$80.00 per month

NOTE: All above increments are applicable only when Nurses are employed in a capacity directly utilizing this preparation. Further, it is understood that clinical preparation must be approved by the College of Nurses, Registered Nurses Association of Ontario and/or Ontario Hospital Association. It is also understood that special clinical preparations attended during paid working hours will not be subject to educational increments.

APPENDIX 4
SUPERIOR CONDITIONS

Metropolitan Campus

PART-TIME

SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause # Applicable Clause from Existing Collective Agreement October 1, 1978
Central Award – September 30, 1980.

15.01 NOTE The following will apply to the following Nurses employed as part-time at the Metropolitan Campus on or before September 1, 1994.

Brammer, Freda Davies, Lisa Gregg, Laureen Herlehy, Anne Marie Howlett, Gail	Momney, Colleen Pierozynski, Lynn Read, Debra Spratt, Dawn Marie Verdecchia, Cathy Vorshuk, Kristine
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1. Statutory (Public) Holidays

Part-time Nurses who do not work on the following:

New Year's Day (January 1st)
 Good Friday
 Victoria Day
 Canada Day (July 1st)
 Labour Day
 Thanksgiving Day
 Christmas Day (December 25th)
 Boxing Day (December 26th)

They will be paid holiday pay provided they meet the following qualifiers:

- (a) Work their full scheduled shift immediately before and after the holiday; and
- (b) Earn wages on five (5) days during the four (4) weeks immediately preceding the holiday. Where any of the shifts on which the part-time Nurse earned wages were extended tours, the qualifier is reduced to four (4) days.

2. Non-Statutory (Public) Holidays

Part-time Nurses who do not work on the following:

2nd Monday in February
 2nd Monday in June
 Civic Holiday
 Remembrance Day

will be paid holiday pay provided they meet the following qualifiers:

- (a) Work their full scheduled shift immediately before and after the holiday; and
- (b) Earn wages on five (5) days during the four (4) weeks immediately preceding the holiday. Where any of the shifts on which the part-time Nurse earned wages were extended tours, the qualifier is reduced to four (4) days.

A part-time Employee who is scheduled to work and does work on a Statutory Holiday recognized by this Agreement will be paid at the rate of time and one-half (1½) instead of her regular rate for the time so worked, or in accordance with the Employment Standards Act.

17.05 IMMUNIZATION

A Nurse upon request and with the approval of her physician will receive immunization for the prevention of poliomyelitis, tetanus, typhoid fever, and smallpox at the Hospital's expense. Gamma globulin will be provided for Nurses exposed to measles and infectious hepatitis.

A Nurse who contracts a work-related infectious disease – tuberculosis, staphylococci, hepatitis or typhoid fever – shall receive full treatment and medication at the Hospital's expense, providing such Employee does not receive WSIB approval or has Health Care Coverage.

18.09 EDUCATIONAL INCREMENTS

In addition to the foregoing salaries, the following will be paid:

- 1. For special clinical preparation (ICU/CCU) of a minimum of fifty (50) hours over a three (3) month period – \$15.00 per month
- 2. For a course in Nursing Unit Administration (CHA/CNA) – \$15.00 per month
- 3. For a one year University diploma or certificate in Nursing – \$40.00 per month
- 4. For a Bachelor of Science in Nursing – \$80.00 per month

NOTE: All above increments are applicable only when Nurses are employed in a capacity directly utilizing this preparation. Further, it is understood that clinical preparation must be approved by the College of Nurses, Registered Nurses Association of Ontario and/or Ontario Hospital Association. It is also understood that special clinical preparation attended during paid working hours will not be subject to educational increments.

APPENDIX 4
SUPERIOR CONDITIONS

SUPERIOR CONDITIONS TRANSFERRED FROM
Hôtel-Dieu Grace Hospital

NOTE: The provisions of this component of Appendix 4 was taken from the expired 1991-1993 Collective Agreements of the Hôtel-Dieu of St. Joseph Hospital and the Salvation Army Grace Hospital upon merging the bargaining units within the Hôtel-Dieu Grace Hospital.

GRACE SITE

Clause # Central Award (Full-time)	Applicable Clause from existing Collective Agreement 1978 – 1980
5.05 NOTE	8.04 The Hospital will also include reference to any change in a Nurse's category and/or classification.
10.04 NOTE	<p>11.07 <u>Accumulation of Seniority</u></p> <p>Seniority shall be retained and shall continue to accumulate when a Nurse is absent from work under the following circumstances:</p> <p>(a) Absence due to illness or injury compensable under the provisions of the <i>Workers' Compensation Act</i>;</p> <p>(b) When on leave of absence with pay.</p> <p>This benefit applies to those employed on or before October 23, 1981.</p>
12.02	<p>16.01</p> <p>* 5. Upon termination of employment, a Nurse with the following years of continuous service with the Hospital shall be paid her/his unused amount of sick leave accumulation at the following rates:</p> <p>Two years – 25%</p> <p>Three years – 33%</p> <p>Four years – 40%</p> <p>Five years – 50%</p> <p>except in the following cases:</p> <p>(a) If the Nurse is discharged by the Hospital for just cause and such Nurse is not reinstated through the grievance procedure;</p> <p>(b) If the Nurse leaves the employ of the Hospital without giving two (2) weeks notice in writing.</p> <p>*maximum accumulation 130 days</p>

- * 7 The estate of a Nurse who dies while in the employ of the Hospital and who has at least two (2) continuous years of seniority shall be entitled to receive the balance of his or her unused sick leave credits which have accrued as provided in paragraph 5 above to the maximum accumulation of 130 days.

18.05 17.02 A Nurse shall have the privilege of having any examination performed by her/his family physician rather than by the physician designated by the Hospital, provided such examination is performed at no expense to the Hospital and provided the Hospital receives a written report of the result of such examination on the prescribed Hospital form within fourteen (14) days of a Nurse's employment in the case of a new Employee and in other cases, within thirty (30) days of the Hospital giving to the Nurse notice that an examination is required.

19.09 SCHEDULE A

9. Educational Increments

With effect from the 13th day of July, 1972, the following educational increments shall be applicable to all Registered Nurses and shall be in addition to the above schedules:

1. For Special Course of 3 months or more approved by Director of Nursing Service – \$15 per month
2. For successful completion of Course in Nursing Unit administration (CHA/CNA) (Head Nurse and Assistant Head Nurse only) – \$15 per month
3. For a one year University Diploma or Certificate in Nursing – \$40 per month
4. For a Bachelor of Science Degree in Nursing – \$80 per month
5. The above increments will only be paid when a Nurse is employed in a capacity which required the degree, diploma, certificate or special training referred to above.
6. Proof of the Degree or Certificate from a School of recognized standing must be submitted by the Nurse to the Hospital.
7. A Nurse possessing more than one degree, diploma or certificate shall be entitled only to the highest bonus provided in the schedule.

10.04 11.07 Accumulation of Seniority:

CHARLES, DEBRA
D'AMICO, PATRICIA
FANTAZZIO, MARY JO

12.02 16.01 Sick Leave Termination

All Employees listed above with sick bank accumulated shall be paid out as per the schedule listed in this agreement.

HÔTEL-DIEU GRACE PART-TIME EMPLOYEES

10.04 11.07 Accumulation of Seniority:

There are no individuals that fall under this category.

12.01 16.02 Sick Leave Benefits

D'AMICO, PATRICIA

APPENDIX 4
SUPERIOR CONDITIONS

**Resulting from the Integration of
Cancer Care Ontario with Windsor Regional Hospital
by the Human Resource Transfer Agreement dated December 4, 2003**

6.04 Vacation Entitlement

- (d) The parties agree that the current practice at WRCC of permitting employees to take vacation (up to and not exceeding the current year's entitlement) before it is earned will be maintained and continued for the Transferred Employees upon transfer to the Hospital until their employment with the Hospital ceases.

13.11 Peripheral Clinics

- (a) Every effort will be made not to assign a Nurse to a peripheral clinic without her consent.
- (b) A Nurse who travels to a peripheral clinic shall be compensated for the following out of pocket expenses incurred.
 - i) Mileage at the current Centre rate.
 - ii) Parking costs.
 - iii) Meals.

18.06 Canadian Oncology Certification

Effective the date of ratification of the Memorandum of Settlement, provided that the full-time Nurse or regular part-time Nurse successfully passes the exam, the Centre shall pay the full cost of the Canadian Oncology Certificate examination fee and subsequent re-certification fee(s).

19.04 The Employer shall continue its present practice of providing lab coats when required.

APPENDIX 4
SUPERIOR CONDITIONS

**SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981**

NOTE: This merged Appendix 4 was taken from the expired 1991-1993 Collective Agreements of the Hôtel-Dieu of St. Joseph Hospital and the Salvation Army Grace Hospital, and from the 1998-2001 Collective Agreement between ONA and Windsor Regional Hospital for Nurses who transferred to Hôtel-Dieu Grace Hospital under the Human Resource Plan dated May 5, 1995, , and from the collective agreements between ONA and Windsor Regional Hospital, and ONA and Hotel-Dieu Grace Hospital, both expiring March 31, 2014.

HÔTEL-DIEU SITE

Clause #

Central Award Applicable clause from existing Collective Agreement 1978 – 1980

10.04 NOTE 10.06 The following provisions of this sub-article will apply only to full-time Nurses who were hired by the Hospital prior to October 30, 1981.

Seniority shall continue to accumulate when a Nurse who has attained seniority is absent from work under the following circumstances:

- (a) Approved leave of absence
- (b) Absence because of illness or injury for a period of up to one (1) year;
- (c) Annual vacations;
- (d) Paid Holidays;
- (e) Scheduled days off.

12.02 24.05 The following provisions of this sub-article, with respect to the payout of unused sick leave benefits as provided for under the provisions of Article 12.02 of the full-time portion of the Collective Agreement, will apply only to full-time Nurses who were hired by the Hospital prior to October 31, 1981:

The unused portion of a full-time Nurse's sick leave entitlement shall accumulate up to a maximum accumulation of one hundred and thirty (130) days.

Upon severance of employment, a full-time Nurse with the following years of continuous service with the Hospital shall be paid her/his unused portion of sick leave accumulation at the following rates:

Two (2) years – Twenty-five percent (25%)

Three (3) years – Thirty-three percent (33%)

Four (4) years – Forty percent (40%)

Five (5) years – Fifty percent (50%)

A portion of any year shall not be prorated.

A full-time Nurse who has severed her/his employment with the Hospital and has received payment for her/his accumulated sick leave in accordance with Article 24.05 above shall not, upon any subsequent severance, be entitled to receive a similar percentage on the basis of her/his service. Upon a second or subsequent severance of employment only a full-time Nurse having at least four (4) years of continuous service with the Hospital within her/his last employment period shall be eligible for any further settlement of accumulated sick leave and in any such settlement deductions shall be made of any previous percentages so paid.

19.09

Schedule A

4. Education Increments

The Hospital will pay the following educational increments when a Nurse is employed in a capacity in which she/he is required by the Hospital to have any of the following educational qualifications for the performance of her/his job:

- (i) Post Graduate Course in Nursing – \$15.00 per month.
- (ii) N.U.A. (Nursing Unit Administration) – \$15.00 per month. To be paid to Assistant Head Nurses only.
- (iii) One (1) year University Diploma or Certificate in Nursing – \$40.00 per month. To be paid to Assistant Head Nurses only.
- (iv) Bachelor of Science Degree in Nursing -\$80.00 per month. To be paid to Assistant Head Nurses only.

Provided that a Nurse has any of the foregoing, qualifications must be submitted by the Nurse to the Hospital. The Nurses possessing more than one (1) of the foregoing qualifications shall only be entitled, subject to the foregoing, to the highest increment set forth above.

10.04

10.06: Seniority

FLANNERY MAUREEN
CONTE KAREN

12.02

24.05

This Article applies to full-time Employees listed above having sick bank accumulation.

19.09 Schedule A

There are no individuals that fall in this category.

GRACE SITE

Clause #
Central Award
(Full-time)

Applicable Clause from existing Collective Agreement 1978 – 1980

10.04 NOTE

11.07 Accumulation of Seniority

Seniority shall be retained and shall continue to accumulate when a Nurse is absent from work under the following circumstances:

- (a) Absence due to illness or injury compensable under the provisions of the *Workers' Compensation Act*;
- (b) When on leave of absence with pay.

This benefit applies to those employed on or before October 23, 1981.

12.02

16.01

* 5. Upon termination of employment, a Nurse with the following years of continuous service with the Hospital shall be paid her/his unused amount of sick leave accumulation at the following rates:

Two years	– 25%
Three years	– 33%
Four years	– 40%
Five years	– 50%

except in the following cases:

- (a) If the Nurse is discharged by the Hospital for just cause and such Nurse is not reinstated through the grievance procedure;
- (b) If the Nurse leaves the employ of the Hospital without giving two (2) weeks notice in writing.

* maximum accumulation 130 days

* 7 The estate of a Nurse who dies while in the employ of the Hospital and who has at least two (2) continuous years of seniority shall be entitled to receive the balance of his or her unused sick leave credits which have accrued as provided in paragraph 5 above to the maximum accumulation of 130 days.

18.05

17.02

A Nurse shall have the privilege of having any examination performed by her/his family physician rather than by the physician designated by the Hospital, provided such examination is performed at no expense to the Hospital and provided the Hospital

receives a written report of the result of such examination on the prescribed Hospital form within fourteen (14) days of a Nurse's employment in the case of a new Employee and in other cases, within thirty (30) days of the Hospital giving to the Nurse notice that an examination is required.

19.09 Schedule A

9. Educational Increments

With effect from the 13th day of July, 1972, the following educational increments shall be applicable to all Registered Nurses and shall be in addition to the above schedules:

1. For Special Course of 3 months or more approved by Director of Nursing Service – \$15.00 per month
2. For successful completion of Course in Nursing Unit administration (CHA/CNA) (Head Nurse and Assistant Head Nurse only) – \$15.00 per month
3. For a one year University Diploma or Certificate in Nursing – \$40.00 per month
4. For a Bachelor of Science Degree in Nursing – \$80.00 per month
5. The above increments will only be paid when a Nurse is employed in a capacity which required the degree, diploma, certificate or special training referred to above.
6. Proof of the Degree or Certificate from a School of recognized standing must be submitted by the Nurse to the Hospital.
7. A Nurse possessing more than one degree, diploma or certificate shall be entitled only to the highest bonus provided in the schedule.

10.04 11.07 Accumulation of Seniority:

There are no individuals that fall under this category.

12.02 16.01 Sick Leave Termination

All Employees listed above with sick bank accumulated shall be paid out as per the schedule listed in this agreement.

19.09 Schedule A

There are no individuals that fall in this category.

HÔTEL-DIEU GRACE PART-TIME EMPLOYEES

10.04 11.07 Accumulation of Seniority:

HENDERSON MARY LOU
HAGE FATIMA
McKITTRICK MARY
SZPAK CHRISTINE

12.01 16.02 Sick Leave Benefits

HAGE FATIMA
HENDERSON MARY LOU

19.09 Schedule A – Educational Increments

This section does not pertain to anyone.

APPENDIX 4
SUPERIOR CONDITIONS

TRANSFERRED FROM
WESTERN CAMPUS/MALDEN PARK
CONTINUING CARE CENTRE

FULL-TIME

**SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981**

Clause # Central Award	Applicable Clause from Existing Collective Agreement October 1, 1978 – September 30, 1980.
<hr/>	
10 NOTE:	Retention Accumulation and Termination of Seniority (only applicable to Nurses employed <u>prior to October 23, 1981</u>).
13.11/	<p>Seniority shall be retained and accumulated by a Nurse during 11.6(a) active employment with the Hospital or when a Nurse is absent from work under the following circumstances:</p> <ul style="list-style-type: none"> i) when on sick leave paid by the Hospital; ii) when in receipt of WSIB Benefits. iii) on approved leave of absence with pay.
13.12/	<p>Seniority shall be retained but not accumulated when a Nurse 11.6(b) is absent from work under the following circumstances:</p> <ul style="list-style-type: none"> i) Absence due to illness or injury for a period not in excess of one (1) year (inclusive of period during the receipt of illness allowance); ii) When laid off due to reduction in the nursing staff for a period not in excess of one (1) year; iii) Approved leave of absence without pay. iv) Approved leave of absence up to one (1) year. v) When on approved leave of absence due to pregnancy or adoption.
12.02	<p>19.02 The unused portion of a Nurse's sick leave entitlement, including the accumulated sick leave credits due a Nurse prior to the execution of this Agreement, shall accumulate up to a maximum of one hundred and twenty (120) working days.</p>
19.04/ 15.6	<p>Upon termination of employment, Nurses shall be paid a cash settlement based on the wage rate at the date of severance equal to their unused portion of accumulated sick leave credits, calculated as aforesaid, and this is to be paid in full and complete settlement of any unused sick leave to a Nurse's credit on the date of</p>

termination to a maximum of sixty (60) days, except in the following cases:

- (a) If the Nurse is discharged by the Hospital for just cause and such Nurse has not been reinstated through the grievance procedure;
- (b) If the Nurse leaves the employ of the Hospital without giving four (4) weeks' notice in writing in the case of a Head Nurse, Instructor or Assistant Head Nurse, and two (2) weeks' notice in writing in the case of all others in the bargaining unit.

If such notice is given, a cheque representing the Nurse's entitlement to date of termination will be made available to the Nurse on completion of her tour of duty on the last day of work.

19.05 The beneficiary or estate of a Nurse who dies while in the employ of the Hospital shall be entitled to receive the balance of the Nurse's sick leave credits due her as provided for in Article 19.04/15.6 herein.

18.05 24.02 A Nurse upon request and with the permission of her family doctor, will receive immunization for the prevention of Poliomyelitis, Tetanus, Typhoid Fever and Smallpox at the Hospital's expense. Gamma Globulin will be provided for Nurses exposed to Measles and infectious Hepatitis with the permission of her family doctor.

19.09 Schedule A

Education Increments

In addition to the foregoing salaries provided for in Appendix 3 of this Collective Agreement, the following educational increments will be paid:

1. CHA/CNA Administration Course
(applicable to Head Nurse Only) \$15.00 per month
2. 3 months or more Post Graduate of Nursing Course (for Nurses hired on or after August 20, 1973, only if course utilized in performance of duties)
\$15.00 per month
3. 1 year University Certificate in Nursing or for 1 year University Diploma in Nursing \$40.00 per month
4. For a Bachelor of Science in Nursing Degree (New Graduate Nurses with Bachelor of Science of Nursing with no experience shall have such increment deferred for one year \$80.00 per month
5. For a Master of Science in Nursing Degree (For Head Nurses only) \$120.00 per month

SUPERIOR CONDITIONS

TRANSFERRED FROM
METROPOLITAN CAMPUS

FULL-TIME

SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause # Central Award	Applicable Clause from Existing Collective Agreement October 1, 1978 – September 30, 1980.
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12.02	*13.04(h)	On termination of employment, an Employee with the following seniority shall be paid cash-in-lieu of the accumulated sick leave credits on the following basis:
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An Employee with two (2) years' seniority shall receive payment of twenty-five percent (25%) of her accumulated sick leave credits.

An Employee with three (3) years' seniority shall receive payment of thirty-three percent (33%) of her accumulated sick leave credits.

An Employee with four (4) years' seniority shall receive payment of forty percent (40%) of her accumulated sick leave credits.

An Employee with five (5) years' seniority shall receive payment of fifty percent (50%) of her accumulated sick leave credits.

13.04(j)	The beneficiary or estate of an Employee who dies while in the employ of the Hospital shall be entitled to receive the balance of the Employee's sick leave credits due her as provided for in Article 13.04 (h) herein.
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* based on an accumulation of up to a maximum of 150 days.

18.05	<u>IMMUNIZATION</u>
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A Nurse upon request and with the approval of her physician will receive immunization for the prevention of poliomyelitis, tetanus, typhoid fever, and smallpox at the Hospital's expense. Gamma globulin will be provided for Nurses exposed to measles and infectious hepatitis.

A Nurse who contracts a work-related infectious disease – tuberculosis, staphylococci, hepatitis or typhoid fever – shall receive full treatment and medication at the Hospital's expense, providing such Employee does not receive WSIB approval or has Health Care coverage.

19.09	<u>EDUCATIONAL INCREMENTS</u>
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In addition to the foregoing salaries, the following will be paid:

1. For special clinical preparation (CCU/ICU) of a minimum of fifty (50) hours over a three (3) month period

– \$15.00 per month

2. For a course in Nursing Unit Administration (CHA/CNA) – \$15.00 per month
3. For a one year University diploma or certificate in Nursing – \$40.00 per month
4. For a Bachelor of Science degree in Nursing – 80.00 per month

NOTE: All above increments are applicable only when Nurses are employed in a capacity directly utilizing this preparation. Further, it is understood that clinical preparation must be approved by the College of Nurses, Registered Nurses Association of Ontario and/or Ontario Hospital Association. It is also understood that special clinical preparations attended during paid working hours will not be subject to educational increments.

SUPERIOR CONDITIONS

NURSE PRACTITIONERS/RNEC

1. In addition to the Holidays outlined at article K-1 the following NP/R.N.E.C's will be grand parented and will receive one (1) additional float holiday:

Sharon Allen
Mary Cunningham-Hewitt

2. The parties agree the two (2) RNEC employees named below are currently covered by the non-union benefit plans and will continue to receive benefits under the non-union plan.

- Sharon Allen
- Mary Cunningham-Hewitt

The employer will provide the Union with a copy of the benefit plan in place as of the date of ratification and will provide ONA with notice of any change to the plan coverage. The coverage under the plan will not be decreased.

APPENDIX 5
LOCAL PROVISIONS

ARTICLE A – RECOGNITION

- A-1 (a) The Hospital recognizes the Association as the sole bargaining agent for all Registered Nurses, Registered Nurses Provisional or Temporary and Graduate Nurses, employed by Windsor Regional Hospital in the City of Windsor, save and except, the Coordinator of Staff Education, Nursing Quality Assurance Coordinator, Supervisors, Managers and persons above the rank of Manager.
- (b) The Hospital recognizes the Association as the sole bargaining agent for the Infection Control Nurse(s), Occupational/Employee Health Nurse(s), Day Hospital/Adult Day Care Nurse, and Nurse Learning Consultants.

A-2 In accordance with the Ontario Labour Relations Act, the Hospital accepts the following responsibilities:

The Hospital recognizes the Association as the sole Collective Bargaining Agent for all Nurses coming within the scope of this Agreement.

ARTICLE B – MANAGEMENT RIGHTS

B-1 The Association acknowledges the exclusive function of the Hospital to operate and manage the Hospital in all respects in accordance with its obligations and without limiting the generality of the foregoing:

- (a) To direct the working force, including the right to hire, rehire, suspend, transfer, classify, promote, demote, lay off, recall, schedule work, assign work, discipline and discharge for just cause, subject to the right of a Nurse to lodge a grievance as hereinafter provided;
- (b) To maintain order, discipline and efficiency;
- (c) To establish and enforce reasonable rules and regulations.

B-2 Without restricting or limiting the generality of the preceding sub-article, the Hospital shall retain all its rights of management not inconsistent with the provisions of this Agreement.

ARTICLE C – ASSOCIATION INTERVIEW AND ASSOCIATION REPRESENTATION

C-1 The Hospital shall arrange in consultation with the Union a period of forty-five (45) consecutive minutes to interview Nurses during the orientation period as required in Clause 5.06. The interview will take place as a stand alone meeting at the Hospital during the first week of orientation at a time mutually agreed between the Union and the Employer. The interview meeting will not take place during any scheduled lunch or break period. The Hospital will advise the Bargaining Unit President, or designate, of the names of all newly hired nurses to be interviewed.

C-2 In accordance with 6.02(b) of the Central Agreement, there shall be a Grievance Committee of not more than six (6) Association Representatives.

- C-3 In accordance with 6.04(a) of the Central Agreement, there shall be a Negotiating Committee composed of eight (8) Association Representatives, one of which will be the Bargaining Unit President, and one of which will be the Chairperson of the Grievance Committee
- C-4 (a) The Bargaining Unit President, or designate, will identify to the Hospital which committee members require payment under Article 6.03(e) at each H.A.C. meeting.
- (b) In accordance with 6.03 of the Central Agreement, there shall be a Hospital-Association Committee of not more than twelve (12) Association Representatives.
- C-5 In accordance with Article 6.01(a) Article 6.02 (a) of the Central Agreement, the Hospital will recognize up to twenty-nine (29) Representatives.
- C-6 The Bargaining Unit President, Grievance Officer, and Return to Work representative will be assigned duties on the day shift only provided they are not scheduled to work in the same department of the Hospital.
- The Bargaining Unit President shall not be scheduled to work weekends as long as this requirement does not interfere with the scheduling objectives of other Nurses as outlined in this Collective Agreement.
- C-7 In accordance with Article 9.02(a) of the Central Agreement, there shall be a Professional Development Committee (ONA Education Committee) of not more than fifteen (15) Bargaining Unit Representatives.

Association Leaves

- C-8 In accordance with 11.02, leave for Association business shall be requested in writing fifteen (15) days in advance.
- C-9 (a) The Hospital will grant the Bargaining Unit President or her/his designate, if requested, up to three (3) eleven and one quarter (11.25) hour shifts or five (5) seven and one half (7.5) hour shifts paid leave of absence per pay period to attend to bargaining unit business. It is agreed that the parties will work together to schedule meetings that require the attendance of the Bargaining Unit President or her/his designate at mutually convenient times in light of the particular circumstances of the meeting.
- (b) The Hospital will grant the Grievance Officer and Return to Work Representatives, if requested, up to three (3) eleven and one quarter (11.25) hour shifts or five (5) seven and one half (7.5) hour shifts of paid leave of absence per pay period to attend to bargaining unit business. The Hospital will grant each of the two (2) Professional Responsibility Representatives one shift (11.25 hours or 7.5 hours depending on the schedule of that representative) per month to attend to bargaining unit business related to their role. It is agreed that the parties will work together to schedule meetings that require the attendance of either the Return to Work Representative or the Grievance Officer or her/his designate at mutually convenient times in light of the particular circumstances of the meeting. The parties agree that attendance to the business of PRC work is an important element to the parties' relationship and where necessary the Bargaining Unit President or designate may request an additional shift

(11.25 hours or 7.5 hours depending on the schedule of that representative) per month for each Professional Responsibility Representative to attend to bargaining unit business related to their role. Such requests will not be unreasonably denied.

- C-10 (a) The Hospital will hold meetings requiring the attendance of the Bargaining Unit President, Grievance Officer, Professional Responsibility Workload Representative or Designates during their regularly scheduled day shifts. Where this is not possible, the Hospital agrees to pay the Bargaining Unit President, Grievance Officer, and the Professional Responsibility Workload Representative or Designates, at their straight time hourly rate for attendance at such meetings. When required to attend meetings during his/her scheduled shift and the meeting is scheduled to last more than two (2) hours, the Hospital will adequately replace the Bargaining Unit President, Grievance Officer, or Designates, on his/her unit. The Hospital will make every effort to hold meetings requiring the attendance of the Return to Work Representative during the leave of absence outlined in C-9. Where this is not possible, the Hospital agrees that the Return to Work Representative will be included in this Article.
- b) If the Bargaining Unit President, Grievance Officer, Return to Work Representative, and the Professional Responsibility Workload Representative or Designates attend meetings on their scheduled days off they will receive pay at straight time or time in lieu, where requested, for hours spent in meetings. Such hours are invisible for the purposes of determining premium pay. Time in lieu shall be governed in accordance with Article F-8 of the collective agreement.

C-11 Local Co-ordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to Nurses elected to the position of Local Co-ordinator. Subject to six (6) weeks' notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

ARTICLE D – ASSOCIATION NOTICES

- D-1 The Hospital will provide bulletin boards at each site employing bargaining unit members for the use of the Association. The Union will be allowed to post notices in the staff lounges.

ARTICLE E – SENIORITY – LOCAL

- E-1 A copy of the seniority lists shall be posted electronically on the Hospital's intranet by June 15th (seniority as of the pay end date of the first full pay period of May) and December 15th (seniority as of the pay end date of the first full pay period of November). Two copies will be forwarded to the Bargaining Unit President and two (2) copies forwarded to the bargaining unit secretary. The lists will be forwarded in adobe (.pdf) format however will be provided in an excel document upon request. Included in this list shall be a breakdown of total hours worked for part-time Nurses and the reasons for any adjustments for full-time Nurses (e.g., L.O.A., etc.). The lists will include date of hire and current area of assignment.

ARTICLE F – HOURS OF WORK – SCHEDULING

- F-1 (a) Tours of duty schedules shall be posted eight (8) weeks in advance. All original schedules must be identified and maintained. All electronic schedules must show all changes that are made to the original schedule. Electronic schedules will not be sent by email or any other electronic means to staff on any unit. Temporary vacancies on the schedules will indicate the name of the nurse, in brackets, whose vacancy is being filled.
- (b) Requests for specific days off are to be submitted to the person responsible for scheduling in writing at least two (2) weeks in advance of posting. Requests for specific days off will not be made more than one (1) year in advance. Request books covering a continuous twelve (12) month period on any unit will be used for only for the purpose of requesting time off and will not be used to identify what shifts a nurse is willing to work.
- (c) Requests for a shift exchange on the posted schedule must be submitted in writing on a standard form and co-signed by the Nurse willing to exchange schedules or tour of duty. All requests will be responded to in writing within seventy-two (72) hours of the submission of the request. Where nurses are switching multiple scheduled day shifts, the manager will ensure that the ability to work additional day shifts through switches will be done equitably among the nurses in the unit. Where a manager is not at work at the time of the request an acting supervisor will respond to the request. Once a shift exchange is approved it will not be changed without the written consent of the nurses involved. Replies denying such requests will be in writing. Requests for change in the posted schedules shall not be unreasonably withheld. Once a shift exchange has been approved by the Unit Manager the nurses involved in the exchange will not have any further responsibility for the originally scheduled shift.

Clarity Notes:

1. Nurses can request to switch scheduled shifts regardless of the length of the shift.
 2. The switching of shifts must be done within the current eight (8) week posted schedule. Such shift worked as a result of a shift exchange will not result in premium pay for that specific shift.
- d) i) The Bargaining Unit President will be provided with a copy of all current master rotations no later than January 30th in each year. Master rotations will not be altered without the written agreement of the Union. Requests to amend current master rotations will be submitted to the Bargaining Unit no less than sixty (60) days prior to the scheduled posting of any master rotation schedule. The master rotation schedule will not be implemented on any unit until such time as the parties have reviewed the changes and an agreement has been reached. Such agreement shall not be unreasonably withheld.
- ii) Where a unit has a master rotation and a full time line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. Considering

appropriate skills of registered nurses, the transfer may be granted to a full time nurse on the affected unit prior to filling the vacancy.

- (e) The Registered Nurses on any unit that do not work on a master rotation but wish to formulate and implement master schedules for full-time Nurses will select two (2) Nurses from their unit to sit on a Committee with a member of the Bargaining Unit Leadership and an equal number of Hospital Representatives to develop a master rotation schedule to meet the needs of that particular unit, subject to all posting and scheduling requirements of the Collective Agreement.

- (f) Requests for any of the following days off

- Holiday lieu days,
- Overtime lieu days,
- Extended tour EDO, and
- Single vacation days requested outside Article H-4

will be granted based on date of request prior to the schedule being posted. If more than one (1) of these requests occur on the same date, seniority will govern the granting of the request, based on the date the request is submitted. Requests will not be made more than one (1) year in advance.

- (g) The offering of voluntary absent time on a unit resulting from a decrease in the patient census on the unit will be done as follows:

- i) Where the absent time is offered prior to the start of a scheduled shift, the absent time will be offered by rotating integrated seniority of the nurses scheduled to work that shift. Nurses that accept such absent time will be permitted to use available lieu time or vacation time.
- ii) Where the absent time is offered during a scheduled shift it will be offered using rotating integrated seniority of the nurses working the shift. Nurses that accept such absent time will be permitted to use available lieu time or vacation time.

F-2

- (a) The Hospital will schedule each Nurse one (1) weekend off in every two (2).

- (b) Full-time Nurses Only

Full-time Nurses will receive premium pay, as outlined in the Collective Agreement, for all hours worked on a second consecutive and subsequent weekends, save and except where:

- i) Such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
- ii) Such Nurse has requested weekend work; or
- iii) Such weekend is worked as a result of an exchange of shifts with another Nurse.

(c) Part-time Nurses Only

- i) Part-time Nurses will receive premium pay for all hours worked on a scheduled second consecutive and all subsequent consecutive weekends until a weekend off is received, save and except where:
 - A) Such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
 - B) Such Nurse has requested weekend work; or
 - C) Such weekend is scheduled/worked as a result of an exchange of shifts with another Nurse.
- ii) Where a part-time Nurse is called in to work a tour(s) on a scheduled weekend off that falls between two (2) scheduled weekends to work, she/he will be paid premium pay for all hours worked on the tour(s). The Nurse will not receive premium pay for the subsequent scheduled weekend worked. This provision is only applicable to part-time Nurses scheduled to work every second (2nd) weekend.

- (d) A weekend shall be defined as at least fifty-six (56) consecutive hours off between the last shift worked on the Friday and the first shift worked on the Monday. If a Nurse requests that her weekend be defined as other than the period between the last shift worked on the Friday and the first shift worked on the Monday, and if the Hospital agrees to such request, the fifty-six (56) hour period shall apply to the weekend as defined. Should a full-time or regular part-time Nurse be required to work during the fifty-six (56) hours stated above, such full-time or regular part-time Nurse shall be considered as having worked the weekend.

F-3 Shift/Weekend Premiums

- (a) The evening shift premium when applicable as per Article 14.10 will be payable between 1500 and 2300 hours.
- (b) The night shift premium when applicable as per Article 14.10 will be payable between 2300 hours and 0700 hours.
- (c) The weekend premium as per Article 14.15 will be payable between 2300 hours Friday and 2300 hours Sunday.

F-4 (a) The normal tours of duty are:

DAYS	0700 – 1500
EVENINGS	1500 – 2300
NIGHTS	2300 – 0700

Variations to the above tours or the tours identified Appendix B will be agreed with the Association in writing prior to implementation. Such agreement shall not be unreasonably withheld by the Association.

- (b) Where the Hospital wishes to introduce shifts, other than normal daily tours or extended tours, the terms will be discussed between the parties

including implementation, trial periods, scheduling, discontinuation, and the applications of premium pay provisions.

- (c) The parties agree that the night shift shall become the first shift of the day.
- (d)
 - i) Pursuant to Article 10.09 (b) iii) (A), for the purposes of single shift layoffs and bumping any shift that begins between 0600 and 1100 hours will be considered a day shift, any shift that begins between 1100 and 1900 hours will be considered an evening shift, and any shift that begins after 1900 hours will be considered a night shift. A Nurse will be able to exercise her or his rights based on a day shift, an evening shift or a night shift, and regardless of the length of the scheduled shift.
 - ii) Pursuant to Article 10.08 (a), the cancellation of a single or partial shift will be done on the basis of seniority using an integrated seniority list of the full-time and regular part-time nurses scheduled to work the shift. It is understood that if a casual part-time nurse is scheduled they will be cancelled first.
- (e) There shall be a rest period during each half of a full shift worked at times designated by the Hospital.

F-5

Full-Time only

- (a) Schedules shall be prepared in such a way that no days off will be separated by a single workday.
- (b) Subject to the aforesaid qualifications, schedules will be arranged to provide at least four (4) days off in each two (2) week period.
- (c) Any other arrangement of days off is to be agreed upon between the Manager and the Nurse concerned.
- (d) The Hospital may, when necessary, schedule a Nurse to work nine (9) tours in one (1) biweekly pay period and eleven (11) tours in the next consecutive biweekly pay period, or vice versa, without overtime being paid in accordance with any other provision of this Agreement. The nurse working such a schedule will be paid for the hours actually work. There will be no averaging of hours for pay purposes.

Full-Time and Part-Time

- (e)
 - i) Split shifts will not be scheduled.
 - ii) Notwithstanding i) above, Nurses may, on occasion request in writing to their Unit Manager to have a portion of their scheduled shift off to attend to personal matters. Such request will not be for less than four (4) hours and will not result in premium payment.

F-6

- (a) A full-time Nurse will not be scheduled to work on two (2) different tour rotations in any two (2) week period unless agreed to by the Nurse in writing.

- (b) The Hospital will schedule regular part-time Nurses who rotate, to work no more than two (2) different tours in any two (2) week period unless agreed to by the Nurse in writing. A regular part-time Nurse who wishes to rotate all three (3) shifts must put her desire in writing to the Unit Manager. This will remain on the nurses' file until written notice is received to revert to a two (2) shift rotation.

F-7

- (a) All full-time and regular part Nurses will be given preference for shift scheduling on the basis of seniority. Nurses will indicate their scheduling preference as to days/evenings or days/nights in writing to the Unit Manager.

Where full-time or regular part-time Nurses transfer to another unit for any reason, shift selection, as identified above, will occur upon transfer to the new unit. It is recognized that permanent shifts on the unit may be affected.

- (b)
 - i) A Nurse may request to work a permanent shift (except day shift). Such request shall be granted at the discretion of the hospital and shall not be unreasonably withheld. However, all such Nurses may be assigned to the day shift from time to time for training, development, reorientation, and evaluation purposes. All requests and approvals to work permanent shifts will be in writing and a copy will be provided to the Bargaining Unit President.
 - ii) If an Employee working a permanent shift requests to return to rotating shifts, such request will not be denied provided the Nurse has been in the permanent shift for at least a period of six (6) months. All requests and approvals to return to rotating shifts will be in writing and a copy will be provided to the Bargaining Unit President.
 - iii) If an Employee leaves a permanent shift rotation for any reason, where an Employee is displaced from a permanent shift rotation in a long-term layoff, or where the Employer discontinues a permanent shift on a unit, the permanent shift rotation will be reverted to a rotating shift position. The Employees on the affected unit will receive ninety (90) days' notice that their master rotations may be amended. Where the master rotations are amended shift selection will be redone as needed. For extended tours shift selection within the line on the master rotation would only take place as needed. The Hospital will attempt to revise the unit schedules with as little disruption to current master rotations as possible. Any conflicts related to choice of shift rotations will be settled by seniority. Where the master rotation contains a job sharing arrangement, the seniority of the two regular part-time employees sharing the full-time position will be added together and divided by two (2) to determine the seniority to be used for the awarding of rotations.
- (c)
 - i) A full-time Nurse who normally rotates through any calendar year, shall not be scheduled to work in any calendar year more than fifty percent (50%) of evening or night tours to the amount of time scheduled on the day tour unless mutually agreed to by the Nurse in writing.

ii) The fifty percent (50%) referenced in (i) above will be calculated on a quarterly basis. Any adjustments required to adhere to the fifty percent (50%) ratio will be done in the following quarter.

(d) A regular part-time Nurse shall not be scheduled to work totally on the evening and night tours unless the Nurse has so requested.

F-8 Employees may accumulate and bank a total of seventy-five (75) overtime hours as per Article 14.09 of the central portion of the Collective Agreement for use in the fiscal year in which it is accumulated. All hours accumulated over seventy-five (75) hours will be paid out in the following pay period. The Hospital will pay out any existing accumulated overtime banks owing to any employee on the last pay of March of each fiscal year. A nurse can request to have overtime hours paid out and such request must be done on a regular pay period. A scheduled lieu day off will be paid as a full shift.

F-9 (a) A period of at least sixteen (16) consecutive hours shall be scheduled between shifts. In the event the Hospital fails to provide the requisite hours off as provided herein, a full-time and regular part-time Nurse will be compensated with premium pay for all hours worked during the sixteen (16) hours.

Scheduled education days with start times commencing at 0800 hours or 0900 hours will not invoke a premium under this provision.

(b) i) When a full-time Nurse is being changed from one tour to another, there shall be at least twenty-four (24) consecutive hours off between one tour and the other and forty-eight (48) hours off after the night shift.

ii) When a regular part-time Nurse is being changed from one tour to another, there shall be at least twenty-four (24) consecutive hours off between one tour and the other.

iii) In the event the Hospital fails to schedule the requisite hours off as provided herein, the Nurse will be compensated with premium pay for all hours worked on her/his next scheduled shift.

F-10 Two (2) days off a week need not be scheduled consecutively; however, every effort shall be made to ensure that no Nurse shall be scheduled to work more than five (5) consecutive days without a day off.

Premium pay will be paid for all hours worked on the sixth (6th) scheduled shift and all subsequent consecutive scheduled shifts except where:

(a) Such days are worked by the Nurse to satisfy specific days off requested by such Nurse.

(b) Such days are worked as the result of an exchange of shifts with another Nurse.

For clarity, this provision does not apply to any non pre-scheduled extra shifts the Nurse may agree to work.

Notwithstanding the above, no Nurse will be permitted to work more than nine (9) shifts in a row without a day off.

F-11

Availability for Work/Scheduling

(a) Regular Part-Time Commitment – RPT Category A

- i) Available for scheduling twelve (12) months of the year, unless she/he is on scheduled vacation weeks or an approved leave of absence. Regular part-time nurses cannot make themselves unavailable for scheduling through the request book on the unit;
- ii) Available to work a minimum of four (4) tours of 7.5 hours (thirty [30] hours for Employees whose hours of work consist of a combination of short, normal and/or extended tours) within any biweekly pay period;
- iii) Available to work every other weekend;
- iv) Available to work on either Christmas Eve Day and Christmas Day or New Year's Eve and New Year's Day, and in addition, at least four (4) other holidays during the year;
- v) A leave, granted under Article 11 of the Central Agreement, will not be counted towards the Nurse's scheduled commitment.
- vi) Requests granted for more than two (2) specific days off during any bi-weekly pay period will result in the nurse not being scheduled beyond their minimum commitment until all Category A and Category B RPT nurses have been given the opportunity to be scheduled the available shifts.

The four (4) tours within any biweekly pay period shall include the every other weekend to be worked and further, the Christmas Day or New Year's Day requirement.

(b) Regular Part-Time Commitment – RPT Category B

- i) Available for scheduling twelve (12) months of the year, unless she/he is on scheduled vacation weeks or an approved leave of absence. Regular part-time nurses cannot make themselves unavailable for scheduling;
- ii) Available to work a minimum of two (2) tours, based on the hours of the defined tours on the unit schedule (7.5 hour tours or 11.25 hour tours), per four (4) week period.
- iii) RPT – Category B nurses willing to work any holidays or any shifts over the Christmas or New Year's holidays will indicate their availability, including the number of shifts she/he is willing to work in writing to the Unit Manager.

RPT – Category B nurses will not be scheduled exclusively on weekends without their written consent.

(c) Regular Part-Time Scheduling

- i) A) The Hospital agrees to schedule all available shifts on a unit to regular part-time Employees according to their commitment on the posted schedule of the unit.
- B) Regular part-time Nurses working in bargaining unit classifications, other than Registered nurse (see Appendix 3) will not be part of the scheduling for regular part-time Registered Nurses on a unit. Each classification will have a separate schedule.

ii) All regular part-time Employees in a unit will be scheduled up to their minimum commitment under Article F-11 (a) or (b) by seniority.

A) All regular part-time category A Nurses in a unit will be scheduled up to their committed hours by seniority before any category B part-time Nurses are utilized. The schedule will be filled out by scheduling the most senior RPT Nurse on the unit the minimum commitment and proceeding down the RPT list on the unit, scheduling each less senior RPT the minimum commitment until all available hours of work have been scheduled on the unit.

B) Once all regular part-time Employees on the unit have been scheduled their minimum commitment, any remaining shifts to be scheduled will be scheduled allocating one (1) shift to each RPT – Category A Nurse on a seniority basis, then allocating one (1) shift to each RPT – Category B Nurse on a seniority basis until all available shifts are scheduled within each posted schedule on the unit

Clarity Note: The remaining shifts to be scheduled above are all offered to RPT-Category A nurses on a single shift basis prior to offering any shifts to RPT-Category B nurses.

C) 1) Where a regular part-time Employee does not want to be scheduled shifts over and above the minimum part-time commitment, she/he will indicate this in writing to her/his Unit Manager. Such request may be submitted once every six (6) months and will remain in effect for the following six (6) month period.

2) A regular part-time nurse who does not want to be scheduled up to full-time hours will indicate in writing to her/his manager how many additional shifts they are willing to be scheduled. Once submitted the notice remain in effect for the following six (6) months. This notice in no way disentitles the regular part-time nurse from being offered additional shifts after the schedule has been posted.

D) Regular part-time nurses will not receive minimum commitment in any bi-weekly pay period in which the regular part-time nurse is scheduled off a week of vacation. This

does not disentitle the regular part-time nurse from being scheduled or called in for additional shifts that may be available to be scheduled/offered the week the nurse is scheduled to work.

- E) Unit Managers will provide notice to the Bargaining Unit President, and will provide her/him copies of all posted schedules for any unit that does not provide regular part-time nurses with minimum commitment at the time the schedule is posted.
- iii) Shifts which become available on a unit for any reason, after the schedule has been posted will always be offered to the regular part-time Nurses on the unit on the following basis:
- A) To regular part-time Nurses on the unit who have not been scheduled or given the opportunity to work up to their minimum commitment. Only where the shift being offered to a nurse under this provision, and the shift is not required to commence for forty-eight (48) hours, the nurse will be given two (2) hours to call back to accept the shift prior to the shift being offered to other nurses; then
 - B) To RPT– Category A Nurses and job share RPT nurses on the unit on the basis of rotating seniority; then
 - C) To RPT – Category B Nurses on the Unit on the basis of rotating seniority; then
 - D) To Casual part-time nurses; then
 - E) To RPT Nurses on the unit working in bargaining unit classifications other than Registered Nurse (see Appendix 3) by rotating seniority of those classifications working on the unit, then
 - F) To RPT – Category A Nurses off the unit (including those working at an alternate site) who would be in a straight time situation for the shift and who have indicated their availability in writing to work additional shifts on the unit by seniority;
 - G) To RPT – Category B Nurses off the unit (including those working at an alternate site) who would have been in a straight time situation for the shift and who have indicated their availability in writing to work additional shifts on the unit by seniority;
 - H) If the shift results in premium pay it is to be offered to the full-time or regular part-time Category A Nurses on the unit prior to being offered to Nurses off the unit or at an alternate site in a premium pay situation. It is agreed that premium pay shifts will be offered on a fair and equitable basis by rotating on an integrated seniority list between full-time and RPT Category A Nurses on the unit; however, this shall not

apply to shifts which become available on a weekend or a paid holiday, in which case such shifts shall be offered first to RPT – Category A Nurses before being offered to full-time Nurses. Premium paid shifts offered off the unit or at an alternate site will be offered on the basis of seniority of the nurses who have indicated their willingness to pick up additional shifts on the unit.

NOTE: A nurse will not be unreasonably denied the ability to add her/his name to the off unit call in list on any unit where the nurse is qualified to perform the work.

I) A shift will be deemed to be offered whenever a call is placed and will count toward the minimum commitment of the Nurse; Nurses are to provide only one (1) phone number to be used for the purpose of calling in for additional shifts. The person calling for the shift must leave a message if message capability is available for the phone number provided.

J) A Nurse who does not wish to be called for additional shifts must put their desire not to be called in, in writing, to their Unit Manager.

K) Notwithstanding the above, a Nurse will not be disadvantaged for a call in shift due to the fact that part of her shift will be paid at premium pay. In this instance the nurse will be deemed to be at straight time for call in purposes.

L) All available additional shifts will be offered to nurses as a full shift in both straight time and premium pay situations, prior to offering nurses the ability to work part of the available shift.

M) Additional Overtime Hours

Additional overtime hours available prior to or following a scheduled shift will be offered to the nurses currently working in the unit and on the shift the additional hours are attached to. The offer will be made to the nurses by seniority based on an integration of the full-time and part-time seniority of the nurses working on the shift.

iv) Notwithstanding the above, where an Employee had a scheduled shift cancelled and a need arises whereby the Hospital intends to call an Employee in for the same cancelled shift, the Employee who has had her/his shift cancelled will be given the first opportunity to work that call-in shift.

v) Full-time and regular part-time Nurses working in bargaining unit classifications, other than registered nurse, will not be offered additional tours on any unit until all full-time and regular part-time registered nurses on the unit have been given the opportunity to work.

- vi) Casual part-time Employees will not be called in or scheduled to work at either Hospital site until all available hours of work have been offered to all regular part-time Employees at either Hospital site.
- vii)
 - A) Nurses on scheduled vacation will not be called for additional tours unless the nurse has provided written notice to the Unit Manager. Nurses on scheduled vacation will not be called for additional tours until all nurses not on scheduled vacation have been offered the opportunity to work the tour(s) in accordance with Article F-11 (c) iii) above.
 - B) Nurses who are off work due to an approved time off will not be called for additional tours until all nurses who are not off on approved time off have been offered the opportunity to work the tour(s) in accordance with Article F-11 (c) iii) above.
 - C) Notwithstanding the above, nurses will not be offered to work a “double shift” under any circumstances until such time as the second shift has been offered to all nurses not in a “double shift” situation both on and off the unit.

(d) Tours of Less than 7.5 Hours (Part-time Nurses Only)

- i) Where a part-time Employee(s) is scheduled to work less than a normal tour (7.5 hours), Article F, in its entirety, applies except as amended by the following:
 - A) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
 - B) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
 - C) No RPT – Category A Employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the Employee.

RPT – Category B Employees will not be scheduled to work shifts of less than 7.5 hours without their written consent.
 - D) Employees working tours comprised of less than 7.5 hours, shall not be scheduled to work more than five (5) consecutive tours.
 - E) There shall be an equitable distribution of tours of less than 7.5 hours among the part-time Employees in each unit.

- F-12 Part-time Nurses Hired for Weekend Work
- (a) The Hospital agrees to the implementation of the "Weekend Program" for part-time Nurses whereby regular part-time Nurses requesting to be in the program are scheduled to work only weekends.
 - (b) Regular part-time Nurses working the Weekend Program shall not receive weekends off as per Article F-2(a) and as such will not receive premium pay as per Article F-2(c).
 - (c) Any request made by a Nurse working the Weekend Program for a weekend off because of a special personal circumstance will be considered and, if possible, recognized by the Hospital if such request is made not less than two (2) weeks prior to the posting of a work schedule.
 - (d) Regular part-time Nurses working the Weekend Program will not normally work Monday to Friday but may do so if they indicate that they are available for such work and if all available shifts have been offered to regular part-time Nurses first.
- F-13 The Hospital will endeavour to replace any Nurse off on LTD, WSIB, or LOA with a Nurse or Nurses of the same classification as soon as possible.
- F-14 Where a Nurse is selected to serve on a jury and does actually serve on a jury, her work schedule shall be converted to a Monday through Friday day tour basis with potential weekends off, beginning with the first day of the trial and continuing up to the conclusion of the completion of the trial, or upon the trial being recessed, the Nurse shall be returned to that point on her former schedule that is considered appropriate by the Hospital.
- F-15 Pursuant to Article 10.07 (d), a full-time Nurse may make written request to be considered for temporary full-time vacancies by advising the Hospital and completing a Human Resource Department ONA Request for Transfer form indicating her/his name, qualifications, experience, present area of assignment, seniority and requested area of temporary assignment. A Human Resource Department ONA Request For Transfer shall become active as of the date it is received by the Hospital and shall remain in effect until December 31st following. Such requests will be considered as application for temporary full-time vacancies of one (1) year duration or greater.
- The temporary full-time vacancy created by a successful full-time applicant need not be filled by a full-time Nurse.
- F-16 Where the parties agree that an error has been made under Article F-11 for the distribution of shifts for part-time Nurses, or where an error is made for the call-in process for the allocation of additional tours to part-time and/or full-time Nurses, the parties agree the error will be remedied as follows:
- (a) The affected Nurse will be offered a shift as an extra to be worked at a time mutually agreed to by the Nurse and her/his Manager.
 - (b) The extra shift will be paid at the rate of pay which the Nurse would have received had the offer been made according to the Collective Agreement.

- (c) The Nurse working the extra shift will not be counted in the minimum staffing for the unit and will work as an extra staff member for the scheduled shift. The extra shift must be clearly identified on the schedule.
- (d) The Nurse working as an extra will not be assigned as a replacement if an absence subsequently arises on that shift which requires a call-in replacement of a regular part-time Nurse.
- (e) There will not be a reassignment on the unit due to the extra staff.

F-17 Each unit will have a designated "Float Book" to be used when a nurse on a unit is to be reassigned to another unit, for a partial or single shift, to assist with patient care needs. Such reassignment is to be done on a rotational basis based on date of last shift floated, regardless of full-time or part-time status. Any conflict will be decided by the least senior from an integrated seniority list. For the purposes of this clause, partial shift shall be defined as having a length of four (4) hours minimum.

ARTICLE G – PAID HOLIDAYS

G-1 Recognized paid holidays shall be as follows:

New Year's Day (to be observed on January 1st)
 Family Day (3rd Monday in February)
 Good Friday
 Victoria Day
 2nd Monday in June
 Canada Day (to be observed on July 1st)
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day (to be observed on November 11th)
 Christmas Day (to be observed on December 25th)
 Boxing Day (to be observed on December 26th).

- G-2
- (a) Where a Nurse is entitled to a lieu day under Article 15.06 (Central Agreement), such day off must be taken within the period thirty (30) days before or sixty (60) days after the paid holiday or payment shall be made in accordance with Article 15.03 (Central Agreement). Exceptions may be considered as long as the accumulation of lieu days does not exceed three (3). In any event, the only time the Hospital will pay-out any existing accumulated lieu day banks owing to any employee is on the last pay ending in September and March of each year. Such request is to be made in writing. All other time banked must be taken as time off from a scheduled shift.
 - (b) For the purpose of Holiday pay entitlement only and for no other purpose, it is agreed that Holiday pay premium shall apply to all hours worked from 2300 hours on the day preceding a paid holiday and ends at 2300 hours on the paid holiday.

G-3 7.5 Hour Non-Mastered Units and Regular Part-time Nurses

Insofar as it is possible to do so and still maintain the efficient operation of the Hospital:

- (a) The Hospital will do its best to equally distribute paid holidays off among all nursing staff.
- (b) The Hospital will schedule Nurses who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or a Friday).
- (c) If the Nurse is scheduled off on a paid holiday, (if a Monday or a Friday), then the Hospital will schedule the attached weekend off also.

Note: The above will not apply to units working a Monday to Friday schedule

G-4 Christmas or New Year's Off - 7.5 Hour and Extended Tours

Every effort will be made by the Hospital to post notices with respect to time off at Christmas Day and New Year's Day as far in advance as possible.

Nurses working seven and one-half (7.5) hour tours shall be entitled to take at least five (5) consecutive days off at either Christmas or New Year's. Nurses working extended tours shall be entitled to take at least four (4) consecutive days off at either Christmas or New Year's. The Hospital will endeavour to give extended tour Nurses five (5) consecutive days off. The Hospital shall schedule the time off at Christmas to include December 24th, 25th, and 26th. The time off at New Year's shall include December 31st and January 1st. It is acknowledged that the Christmas Day, Boxing Day, and New Year holiday and/or lieu day will be used to achieve the time off required in this provision.

Time off at Christmas and New Year's will alternate from year to year. Exchanges made between Nurses will not be considered in the scheduling of Christmas and New Year's in the following year.

If a Nurse elects to transfers to another unit, she will be assigned Christmas or New Year's off. The Hospital will make its best efforts to follow the above process to alternate with what the nurse was scheduled to work the previous year without impacting the alteration of holidays for the current staff on that unit.

When a unit is in a short term layoff over the Christmas/New Year period and the same nurse is scheduled to work, the employer will make every effort not to schedule a nurse to work the same holiday in the following year.

On units where staffing permits some Nurses to be off both Christmas and New Year's, the scheduling of both holidays off shall be offered according to seniority among all full-time and regular part-time Nurses on that unit. It is understood and agreed that full-time and regular part-time seniority will be integrated on the unit for this purpose.

Where unit schedules can accommodate additional time off for nurses over the identified Christmas and New Year's periods, the additional time off will be scheduled equitably among the full-time and regular part-time nurses in the unit.

Where the Christmas/New Year's schedule is posted, the Hospital will also post a listing of the previous year's Christmas/New Year's assignment (not including any switches) for all of the Nurses on the schedule. The Hospital will keep a record of the scheduled vs. traded time off for one (1) year for the purpose of clarification.

Where the Hospital offers Approved Absent Days on December 24th, 25th, 26th, 31st, and January 1st on any unit, the Hospital will do so on the basis of seniority. It is understood that full-time and regular part-time seniority will be integrated for this purpose.

- G-5 Staff normally scheduled to work Monday to Friday are to be scheduled off Christmas Day, Boxing Day and New Year's Day and are not subject to the provisions of Article G-4.

Where the Hospital can accommodate additional time off for nurses on December 24th or December 31st, the Hospital will do so on the basis of seniority. It is understood that full-time and regular part-time seniority will be integrated for this purpose.

- G-6 Scheduling regulations F-2 (a), (b), (c), F-6, F-7 (c), (d) and M-4 will only be waived during the 28-day period from mid-December to mid-January in order to schedule a nurse at least five (5)/four (4) consecutive days off over Christmas or New Year's. The dates of the waiver period are set out in an attached Letter of Understanding.

Where it is determined on a unit that additional Nurses may have time off during the established twenty-eight (28) day period, regardless of when that determination is made prior to the Christmas/ New Year's period, the Unit Managers will offer vacation time, lieu time, or statutory holiday time off prior to offering or approving any unpaid absent time off. Any vacation time off will be granted as per Article H-2 (a) and H-3.

- G-7 (a) The Christmas period for seven and one-half (7.5) hour tours shall be from 2300 hour December 23rd, to 0700 hours on December 27th.

The Christmas period for extended tours shall be from 1900 hour December 23rd, to 0700 hours on December 27th.

- (b) The New Year's period for seven and one-half (7.5) hour tours shall be from 2300 hours on December 30th to 0700 hours on January 2nd.

The New Year's period for extended tours shall be from 1900 hours on December 30th to 0700 hours on January 2nd.

ARTICLE H – VACATION (EARNED LEAVE)

- H-1 (a) The vacation year shall be from May 1st of one year to April 30th of the next year.
- (b) i) Vacation entitlement shall be calculated for all full-time and regular part-time Nurses based on length of service as of April 30th of each year.
- ii) Prior to leaving on vacation, a Nurse shall be notified of the date and tour of duty to which she is to report for work following vacation.

- (c) All Regular Part-time Nurses shall be entitled to unpaid vacation time off equivalent to the vacation entitlement of full-time Nurses based on equivalent years of service, calculated pursuant to the formula set out in Article 16.03 of the Central Agreement.

Part-time Nurses will receive their vacation pay by separate deposit on the last full pay period in May of each calendar year.

No part-time Nurse will be forced to take unpaid vacation time off.

Clarity Note:

Where a regular part-time nurse transfers to a permanent full-time position, the nurse will be given the following options:

1. The nurse can have her/his part-time vacation pay owing paid out at the time of transfer, or
2. The nurse can request to have the vacation pay owing converted to paid vacation to be used in the vacation year.

The option chosen by the nurse will be confirmed in writing, with a copy to the Union.

- H-2
- (a) i) Insofar as it is practical to do so, having regard to the necessity of maintaining the efficient operation of the Hospital, Nurses shall be granted vacation periods requested in accordance with their seniority.
- ii) In the event the seniority of two or more Nurses is identical and if the vacation period requested by two or more of them results in a conflict, their choice of vacation period shall be determined by lot.
- (b) For 7.5 hour units a week of vacation is defined as Monday to Friday plus the Nurse's due weekend off in the schedule. On units where nurses get the majority of weekends off, if the nurse does not designate which weekend they wish to have attached to their scheduled vacation, it will be deemed to be the first weekend.
- If staffing permits, the Hospital will schedule both weekends off. Where the nurse is required to work two (2) consecutive weekends in order to receive both weekends off, it will not invoke premium pay under Article F-2 (b).
- (c) For extended tour units a week of vacation is defined as Saturday to Friday. If staffing permits, the Hospital will schedule both weekends off. Where the nurse is required to work two (2) consecutive weekends in order to receive both weekends off, it will not invoke premium pay under Article M-4 (b).
- (d) i) No more than three (3) weeks' vacation will be allotted any Nurse during the months of June, July, August, or September. Special requests shall be made in writing to the Manager and considered on an individual basis and shall not be unreasonably denied.

- ii) Notwithstanding i) above, where all full-time and regular part-time nurses on the unit have been granted their requested vacation and additional weeks remain available to be scheduled, the vacation planner will be reposted for a one (1) week period. Available weeks in June, July, August or September will be granted by seniority to nurses who have less than three (3) weeks of vacation scheduled, then by seniority to nurses who have three (3) weeks of vacation, granting one (1) week at a time.
- (e) No nurse will be required to work a single shift during any period of planned vacation, even if this requires an increase in the number of nurses off on vacation based on the unit quota to accommodate the requested time off.

H-3 Full-Time Nurses Only

The Hospital shall allow the utilization of single vacation days up to a maximum of ten (10) per year provided that the Nurse requests them in writing to the Manager at least two (2) weeks in advance of that schedule's start and provided they are scheduled at a mutually agreeable time. These days will not affect the unit's compliment for vacation schedules.

Where a nurse has utilized the maximum ten (10) single vacation days for the current vacation year, the nurse can request in writing to use additional single vacation days due to extenuating circumstances, and such request will not be unreasonably denied.

H-4 The following vacation scheduling process will be used for the scheduling of vacation in all units:

- (a) Each unit will post the tentative vacation schedule for the following year by January 15th. This schedule will remain posted for a period of six (6) weeks and the following process used for vacation selection:
- (b) Each nurse will sign for their vacation request, starting January 15th of each year based on seniority. A seniority list and the established vacation quotas for the unit will be posted with the tentative vacation schedule. All vacation schedules will include weekends and will cover a full one year period (May 1st to April 30th).
- (c) The Unit Manager will notify nurses by seniority that they appear next on the list, to sign for their vacation. Once a nurse has been notified the date and time of notification will be placed on the list next to their name. Once a nurse has signed for vacation, a line will be put through her or his name indicating she or he has had her or his turn.
- (d) It is agreed that if a nurse does not sign up for her requested vacation within twenty-four (24) hours after being notified at the date and time noted on the list, the next nurse will be called and her requested vacation will not be pre-empted by the former nurse coming forward at a later date. Once a choice is made by a nurse during this process it cannot be changed except as identified in Article H-9 after the vacation selection process is completed.
- (e) If a nurse is on days off, off ill, or on a vacation or LOA longer than twenty-four (24) hours, the nurse shall leave her or his vacation request in order

of preference with a designated co-worker or with the Unit Manager before commencing time off.

- (f) Nurses can only request vacation and sign on the unit to which they are regularly assigned.
- (g) This process will continue until all nurses have had an opportunity to request vacation, but should be completed by February 26th of each year. The approved vacation schedule will be posted no later than March 15th.
- (h) With the posting of the approved vacation schedule on March 15th, a list of all remaining weeks of vacation available will also be posted. Nurses will have a four (4) week period to apply for any remaining vacation time in writing to their Unit Manager. Vacation during this four (4) week period will be granted based on seniority. The finalized vacation schedule will be posted by April 30th.
- (i) All nurses will be provided with a written notice of the vacation selection process prior to January 15th in each year. Where a nurse is on extended time off the notice will be mailed to her or his residence and the nurse will be responsible to notify the Unit Manager of their intent to be part of the process or not for that vacation year.
- (j) As nurses place their request, any entitlement not recorded during the above-referenced process can be requested at a later date, but will be granted pursuant to Article H-8. At no time can a nurse use their seniority to displace another nurse from their requested vacation time.

H-5

Vacation quotas by unit will not be unduly restrictive. Weekend workers on any unit will not be included in the overall unit vacation quotas. Vacation quotas for each unit, including a list of all full-time and part-time nurses on the unit indicating a full quota vs. an adjusted quota, and the reason for the adjustment will be provided to the Bargaining Unit President at the time of the posting of the tentative vacation schedule. Vacations may be taken at any time of the year. Vacation requests shall not be unreasonably denied.

- (a) On 7.5 hour tour units where vacation schedules are based on weeks of entitlement, a formula will be used to establish a consistent minimum vacation quota that will ensure that all of the nurses on the unit can utilize their vacation entitlement in the current vacation year.
- (b) On extended tour units or on units using combination of tours (7.5 hour, 11.25 hour, 10 hour) where vacation schedules are based on hours of entitlement, a formula will be used to establish a consistent minimum vacation quota that will ensure that all of the nurses on the unit can utilize their vacation entitlement in the current vacation year.
- (c) On units that have a patient census with variances such that a consistent vacation quota cannot be established for the entire vacation year, the Unit Manager and the Bargaining Unit will meet to establish the unit's vacation quotas prior to the vacation selection process commencing.

H-6

- (a) In the event that a Nurse is transferred at her request to another unit after the vacation schedule has been posted, the Hospital shall endeavour to

grant her vacation as scheduled. However, the Hospital shall not be required to alter vacations already scheduled on that nursing unit.

- (b) The Hospital will endeavour to grant approved vacation for a Nurse if transferred from one unit to another resulting from a reduction of service or layoff.

H-7 With respect to vacation not requested in accordance with Article H-4, requests for vacation must be submitted in writing eight (8) weeks prior to vacation dates. Date of request and not seniority shall govern for Nurses. If requests for the same period are received by the person responsible for scheduling on the same date, seniority will govern for Nurses.

H-8 Casual Nurses will be paid their appropriate percentage of vacation pay on each cheque.

H-9 No Nurse will be required to take vacation during any period of "planned" reduction of service in any unit or department.

H-10 (a) If a Nurse terminated her services or if for any reason she will not be taking her posted vacation, this vacation time will be posted for one (1) week as being available and will be granted to the Nurse having the highest seniority within the unit provided she submits her request in writing during the one (1) week posting period.

- (b) Switching of approved vacation with another nurse will not be permitted under any circumstances. Where a nurse wishes to cancel her or his scheduled vacation, notice must be provided to the Manager and the process identified in (a) above is to be followed.

- (c) A nurse may request to change approved vacation to available openings with the agreement of the manager. Such requests shall not be unreasonably denied.

ARTICLE I – GENERAL

I-1 Nurses who have sick leave credits to their standing will be notified by March 31st each year of their remaining sick leave credits.

I-2 Nurses absent for any reason will endeavour to notify the unit/program at least three (3) hours prior to commencement of the day shift and six (6) hours prior to the commencement of the afternoon and night tours to afford an opportunity to obtain a replacement.

I-3 No Other Written or Verbal Agreement

No Nurse shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

I-4 Malpractice and Professional Liability Insurance

Malpractice and Professional Liability Insurance – The Hospital agrees to provide malpractice and professional liability insurance to cover the Nurse in the event of

any legal action brought against such Nurse in the course of her duties during her employment with the Hospital.

- I-5 The Hospital will agree to provide adequate parking facilities for the afternoon shift.
- I-6 The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being made.
- The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.
- I-7 It is expected that when Nurses are planning retirement they will endeavour to provide twelve (12) weeks' notice to the Hospital to facilitate recruitment and replacement.
- I-9 The employer will provide the Union, at each Professional Development and Hospital Association Committee meeting, information outlining how many nurses are required to attend education or complete e-learns outside of regularly scheduled work hours, and the reason the education or e-learn could not be scheduled/completed during scheduled work time.

ARTICLE J – HEALTH AND SAFETY

- J-1 The Employer agrees to recognize up to two (2) Association Health and Safety Representatives (one from the Metropolitan site and one from the Ouellette site) and supply to the Representative of the Employee a copy of the Workplace Safety & Insurance Board Form 7 (Employer's Report of Accidental Injury or Industrial Disease), or the Employer's own form containing the same information, pertaining to any member of the Association.
- J-2 A Representative from Human Resources will notify the Union's designated Return to Work representative of the names of all nurses who go off work due to a work related injury or when the Hospital sends an LTD application to the nurse.
- J-3 Early and Safe Return to Work
- The Hospital and the Union are committed to a consistent and fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting or exceeding the parties' responsibilities under the law.
- To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled Employees.
- (a) A return to work committee will be composed of the Union's Return to Work Representatives, the Employee Health Nurse, and a Representative of Human Resources, as required. The committee will meet monthly to monitor the status of accommodated employees, the status of employees awaiting accommodation, nurses on LTD and will review the safety of existing accommodations.
- (b) Employees off work for thirty (30) calendar days or greater will be provided with the agreed upon Return to Work letter, attached as Appendix C.

- (c) Prior to return to work a Nurse will provide the Employee Health Nurse with medical verification of her ability to return to work including information regarding any restrictions the Nurse may have that require accommodation in order to safely return to work. Upon receipt of the above noted medical verification, or at the request of either party, the Hospital, the Union representative and the Employee will meet to discuss the nurse's potential return to work. The affected Nurse may also request the presence of the Bargaining Unit President or designate and/or the Labour Relations Officer to attend the RTW meeting; however the ability of these additional representatives will not delay such RTW meeting. Following the RTW meeting, a copy of the workplace modification form will be provided to the employee, and the Union's return to work representative.
- (d) When a returning Nurse is in need of a permanent accommodation, the Hospital will notify the Union's Return to Work Representative and will provide the information under (c), above.
- (e) In creating a return to work plan, the RWC and the Manager will examine the disabled Nurse's abilities and accommodation needs to determine if the Nurse can return to her:
 - i) Original position;
 - ii) Original unit;
 - iii) Original unit/position with modifications to the work area and/or equipment and/or work arrangement;
 - iv) Alternate positions outside of the original unit.
- (f) In developing a return to work plan, the RWC will consider the Nurse's abilities and accommodation needs, and if she is unable to return to work in accordance with Article (e), above, the RWC will identify any positions in the Hospital in which the Nurse may be accommodated.
- (g) A Nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a Nurse will remain on the list of Nurses requiring permanent accommodation.
- (h) The parties recognize that more than one (1) Nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that in complying with the provisions of this Article, they must balance additional factors including, in no particular order:
 - i) Skills, ability and experience;
 - ii) Ability to acquire skills;
 - iii) Path of least disruption in the workplace;
 - iv) The principle that more should be done to provide work to a Nurse who would otherwise remain outside the active workplace;

- v) Seniority.
- vi) Timing of return to work
- (i) When more than one (1) Nurse is deemed by the RWC to be suitable for a particular position or arrangement, and the factors set out above are relatively equal, seniority shall govern.
- (j) Alternative Placements
 - i) Before posting positions, the Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled Nurse who requires accommodation but cannot return to her pre-injury/illness unit. The Hospital shall provide the Union's Return To Work representative copies of all current and potential vacancies.
 - ii) When a position or positions in the Bargaining Unit which may be appropriate for Modified Work become available for posting by the Hospital, the Hospital shall withhold such posting(s) until: the Union has been notified and has had an opportunity to review the suitability of Employees requiring permanent modified work to fill the position(s).
 - (iii) Where the Union and the Hospital agree that the new position can be filled by an Employee requiring permanent modified work, the Union will make the necessary arrangements to waive the relevant job posting provisions of the Collective Agreement and the Hospital will award the position to the Employee without posting.
 - iv) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing details of the accommodation.
 - v) The parties may agree to a written agreement for temporary accommodations of extended duration.

J-4 Should a nurse present with medical restrictions or require an accommodation without being off work in which it has been medically determined that they are unable to complete the full duties of her or his position due to disability, illness or injury, the Hospital will notify and meet with the local representative as soon as possible to discuss the circumstances surrounding the employee's need for suitable work.

J-5 The hospital in consultation with the joint health and safety committee shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of members covered by the ONA collective agreement.

The joint health and safety committee will review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.

The joint health and safety committee will inspect an area that has frequent repetitive strain injuries as frequently as recommended by the joint health and safety committee, to review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training.

- J-6 The parties recognize the potential risks to employees of exposure to blood borne pathogens and agree that through the Joint Health and Safety Committee they will work towards the implementation of measures designed to reduce risk to employees from needlestick/sharps incidents.
- J-7 The Hospital and the Union agree that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.
- (a) All incidents involving aggression or violence to registered nurses shall be brought to the attention of the Bargaining Unit President within twenty-four (24) hours.
 - (b) Such information shall be submitted in writing to the Association as soon as possible.
 - (c) The Hospital will consider a request for reimbursement for damages incurred to the Nurse's personal property.
 - (d) Counselling shall be made available for registered nurses who have suffered as a result of violence.

J-8 Violence in the Workplace

(a) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that s/he or another person is at risk of physical and or psychological injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation

(b) Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to Employees who have faced or experienced violence. The policies and procedures shall be part of the Employer's Health and Safety Policy and written copies shall be provided to each Employee. Prior to implementing any changes to these policies, the Employer agrees to consult with the Union.

(c) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence against staff.

(d) Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is risk of violence, an adequate level of trained Employees should be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability to both identify and to subsequently deal with potentially violent situations.

(e) Training

The Employer agrees to provide training and information on the prevention of violence to all Employees who come into contact with potentially aggressive persons. This training will be done during a new Employee's orientation and updated on an annual basis for all Employees.

(f) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help Employees recover from such incidents. This support may be including, but not limited to, the Employee Assistance Program, and/or the Critical Incident Debriefing Program.

(g) Follow-Up

The Employer agrees to follow-up each incident as soon as possible after an occurrence of violence in the workplace. The purpose of this follow-up will be to review the incident, gather facts, explore ways in which the Employee may be supported, review how such an incident could have been avoided and what measures, if any, are required to prevent or reduce the likelihood of such an incident from occurring again. The degree of follow-up will be dependent on the specific situation.

(h) The hospital agrees to follow the time frames set out in the "Workplace Violence" policy with respect to responding to complaints.

ARTICLE K – UNIFORMS

K-1 Any uniform, clothing or personal articles used by any Nurse in the regular performance of her duties which are damaged in the course of her duties other than through her carelessness, shall be repaired, cleaned or replaced by the Hospital.

ARTICLE L – METHOD OF PAY

L-1 Nurses may, upon giving notice to their Department Head on or before the tenth (10th) of the month preceding, receive their vacation pay prior to taking their annual vacation.

L-2 PAY DAYS – The regular pay days for Employees covered by this Agreement shall be every second Thursday during the term hereof, on which day they will be paid their respective wage entitlement, calculated to and including the previous Friday.

L-3 If the Nurse lets her/his Manager know that they are short four (4) hours or more on the Friday immediately after a pay day by 0900 they will be paid on the interim pay that afternoon.

If despite the Nurse's best efforts she discovers after 0900 Friday that she is short seven point five (7.5) or more regular hours pay, a manual cheque will be issued as early as possible in the following week. Notice of said deficiency must be given to the Manager.

ARTICLE M – EXTENDED TOURS

- M-1 (a) Extended tours shall be introduced into any unit when:
- i) Sixty-six and two-thirds (66⅔%) of the Nurses in the unit who vote so indicate by secret ballot, and
 - ii) The Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
 - iii) There shall be a trial period of six (6) months followed by a re-vote at the end of that period to ensure sixty-six and two-thirds percent (66⅔%) continuing support.
 - iv) Where a unit has had an unsuccessful vote under i) above, another vote to introduce extended tours will not take place for a minimum of six (6) months from the date of the original vote.
- (b) Extended tours may be discontinued in any unit when,
- i) Sixty-six and two-thirds (66⅔%) of the Nurses in the unit who vote so indicate by secret ballot, or
 - ii) The Hospital serves notice of its desire to discontinue extended tours because of:
 - A) Adverse effects on patient care;
 - B) Inability to provide a workable staffing schedule, or
 - C) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above,
- i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance in an attempt to resolve identified problems, and
 - ii) Where it is determined that the extended tours are to be discontinued, affected Nurses shall be given sixty (60) days' notice before the schedules are so amended.

- M-2
- (a)
 - i) the hours of work for Extended Tour Nurses shall be averaged over a specified period to meet the needs of the scheduling requirements of each unit (i.e., 225 hours in a 6-week period). Such averaging shall be agreed upon between the Hospital and the Association. As part of the initial vote for an extended tour master rotation or upon the revision of an existing master rotation, nurses on the unit will vote as to whether the schedule is to be averaged over six (6) weeks or twelve (12) weeks.
 - ii) Where the hours of work for Extended Tour Nurses are averaged over a six (6) week period, one (1) additional extended tour off without pay will be scheduled during the six (6) week period for each full-time Nurse.
 - iii) Where the hours of work for Extended Tour Nurses are averaged over a twelve (12) week period, two (2) additional extended tours off without pay will be scheduled during the twelve (12) week period for each full-time Nurse.
 - iv) The scheduling of the additional day(s) off on a master rotation may be adjusted during the Christmas/New Year's period to the week before or week after the holiday period.
 - v) Where a full-time nurse wishes to request her or his additional day(s) off on a specific day she or he will submit such request in writing to her or his manager.
 - vi) Part-time nurses filling temporary full-time vacancies will be scheduled an additional extended tour(s) off without pay during each six (6) or twelve (12) week period, whichever is applicable to the averaging of hours on the unit.
 - vii) For the purposes of scheduling additional tours, regular part-time nurses who fill temporary full-time extended tour positions will be deemed to be at the rate of one and one-half (1 ½) their straight time hourly rate of pay for any tour they are called in to work, unless the regular part-time nurse did not work on a regularly scheduled tour in the pay period.
 - (b) The parties agree that the day shift shall become the first shift of the day.
 - (c) The normal extended tours shall be defined as;
 - 0700 – 1900 days
 - 1900 – 0700 nights

Unless the Hospital and the Union agree to alter extended tours to meet the needs of a specific unit.

- M-3
- A Nurse shall not be scheduled to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on a fourth (4th) scheduled tour and all subsequent scheduled tours until a day off is received except where:
- (a) Such days are worked by the Nurse to satisfy specific days off requested by such Nurse.

- (b) Such days are worked as the result of an exchange of shifts with another Nurse.

For clarity, this provision does not apply to any non pre-scheduled extra shifts the Nurse may agree to work.

Notwithstanding the above, no Nurse will be permitted to work more than six (6) extended tours in a row without a day off.

M-4

- (a) It is understood and agreed that all full-time and regular part-time Nurses working on an extended tour unit will be required to make themselves available for work every other weekend.

The Hospital will schedule each Nurse one (1) weekend off in two (2).

- (b) Full-Time Nurses Only

Full-time Nurses will receive premium pay, as outlined in the Collective Agreement, for all hours worked on a second consecutive and subsequent weekend, save and except where:

- i) Such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
- ii) Such Nurse has requested weekend work; or
- iii) Such weekend is worked as a result of an exchange of shifts with another Nurse.

It is understood that all available weekend shifts will be offered as full shifts prior to any shift be offered as a partial shift.

- (c) Part-Time Nurses Only

- i) Part-time Nurses will receive premium pay for all hours worked on a scheduled second consecutive and all subsequent consecutive weekends until a weekend off is received, save and except where:
 - A) Such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
 - B) Such Nurse has requested weekend work; or
 - C) Such weekend is scheduled/worked as a result of an exchange of shifts with another Nurse.

It is understood that all available weekend shifts will be offered as full shifts prior to any shift be offered as a partial shift.

- ii) Where a part-time Nurse is called in to work a tour(s) on a scheduled weekend off that falls between two (2) scheduled weekends to work, she/he will be paid premium pay for all hours worked on the tour(s). The Nurse will not receive premium pay for the subsequent scheduled weekend worked. This provision is only

applicable to part-time Nurses scheduled to work every second (2nd) weekend.

- M-5 It is understood that for scheduling purposes, a weekend consists of fifty-six (56) consecutive hours of work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- M-6 Breaks on extended tours:
1. The following provisions apply to the Ouellette site only:
 - (a) The first forty-five (45) minutes of total break time during any extended tour will be paid break time;
 - (b) The second forty-five (45) minutes of total break time during any extended tour will be unpaid break time.
 2. The following provision applies to the Metropolitan site only:

The first thirty (30) minutes of breaks shall be paid. The next forty-five (45) minutes of breaks in total shall be unpaid. The last fifteen (15) minutes of breaks in total during the shift shall be paid.
- M-7 Seven (7) days off will be scheduled in each two (2) week pay period for each full-time Nurse. A minimum 48 hours will be scheduled off after working two (2) or more consecutive tours except by request of or agreement by the Nurse.
- M-8 There shall be a period of not less than twelve (12) hours off between tours of duty. When the Nurse has been working a night rotation, there shall be forty-eight (48) consecutive hours off when changing to another tour. Where the Hospital schedules less than the required number of hours off, the Nurse shall receive premium pay for the next scheduled shift. The forty-eight (48) hour time off when changing from a night rotation to another tour may be waived if agreed in writing between the Nurse and the Hospital. Where a regular part-time nurse accepts a call-in shift with less than forty-eight (48) hours off following a night rotation, premium pay under this provision will not apply.
- M-9 All provisions in this Appendix 5 of Local Issues will apply to Nurses working extended tours unless expressly amended above.

ARTICLE N – LEAVES OF ABSENCE

N-1 Prepaid Leave Plan

There shall not be greater than thirteen (13) Nurses off at one time, with no more than one (1) individual Nurse off from any one (1) unit/program.

Individuals with a prior approved prepaid leave who elect to transfer to another unit cannot displace any individual in that unit who also has a previously approved prepaid leave in the same year.

ARTICLE O – JOB-SHARING

- O-1 Job-Sharing is defined as an arrangement whereby two (2) Nurses share the hours of what would otherwise be one (1) full-time position
- O-2 All Job-Sharing arrangements shall be voluntary for all participants.
- O-3 Job-Sharing requests with regard to full-time positions shall be made in writing to the Nursing Manager of the unit.
- O-4 Subject to Article 20.01 of the Central Hospital Collective Agreement, job-sharing requests with regard to full-time positions shall be considered on an individual basis.
- O-5 All Job-Sharers shall be treated as REGULAR PART-TIME NURSES and shall be covered by the provisions of the Central Collective Agreement unless expressly amended herein.
- O-6 Total hours worked by the job-sharers shall equal one (1) full-time position. The normal division of the hours will be based on a 50/50 split of the full-time hours. The scheduling of hours of work shall be determined by mutual agreement between the two (2) Nurses and the Manager. The posted schedule will clearly indicate all shifts that each nurse in the job sharing arrangement is scheduled to work.
- O-7 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- O-8 Each Job-Sharer may exchange shifts with her partner, as well as with other Nurses, as provided by the Collective Agreement.
- O-9 The Job-Sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work the number of paid holidays that a full-time Nurse would be required to work. Job sharers must share paid holidays equally and both job sharers must work the Christmas/New Year's holiday designated for their full-time line, unless the job share partners agree otherwise. For clarity, job sharers are not required to work both Christmas and New Years in any calendar year.
- O-10 Coverage
- (a) It is expected that both job-sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Manager will be notified and will be responsible to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.
- For purpose of clarification, a shift give away does not fall under this provision and will be offered out in accordance with Article F-11. Also, if a stand by shift is being given away this provision will not apply and will be offered out in accordance with Article R-4(b).
- (b) For vacation, the job-sharing partner will provide the replacement, unless the nurses are scheduled on vacation for the same vacation period, and

where so provided, this position shall not form part of any unit vacation quota.

(c) Maternity Leave, and other leaves pursuant to Article 11 of the Collective Agreements:

In the event that one (1) member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Where the job share partner covers the leave and is working full-time hours, the schedule will be formulated to provide seventy-five (75) hours per pay period for units with seven and one-half (7.5) hour shifts, or will be formulated to average the hours of work in accordance with M-2 (a) vi) for extended tour units.

O-11 Implementation

(a) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted, and selection will be based on the criteria set out in the Collective Agreement.

(b) An incumbent full-time Nurse willing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

If the incumbent full-time Nurse has been working a master rotation schedule, that master rotation shall not be changed due to the job-sharing arrangement.

(c) If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. If the remaining Nurse in the shared position was originally a full-time Nurse, she/he will be returned to her/his former full-time status in the position. If the remaining Nurse in the shared position was originally a part-time Nurse, she/he will be returned to her/his regular part-time status and the position will be posted and filled in accordance with the Collective Agreement.

(d) Each new job-sharing arrangement shall be subject to a six (6) month trial period.

O-12 (a) Discontinuation

Either party may discontinue the job-sharing arrangement with sixty (60) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

(b) Where a job-sharing arrangement is discontinued under (a) above, the position must revert to a full-time position. The Nurses in the job-shared position will revert to their former status (full-time or regular part-time) on

the unit where the job-shared position was scheduled. If both of the Nurses were previously regular part-time, the resultant full-time position must be posted and filled in accordance with the Collective Agreement. Any adjustments to the staffing levels on the affected unit will be dealt with under Articles 10.07 and 10.08 of the Collective Agreement.

- O-13 Any differences that arise will be discussed by the parties at the Hospital-Association committee meetings.

ARTICLE P – TRAVEL

- P-1 Where Nurses are required in the course of their patient care duties to commute between the Hospital Campuses, or where a Union representative is required to attend an alternate work site, they will be paid eight dollars and fifty cents (\$8.50) round trip or reimbursed cab fare.

Where Nurses choose to take a taxi cab, they will be provided with a taxi voucher at no cost to themselves.

All other authorized travel will be paid at the rate of fifty four cents (\$0.54) per kilometre for the first 5,000 kilometres driven per calendar year and forty-eight cents (\$0.48) per kilometre driven after that, or per Corporate policy, whichever is greater. The parties acknowledge that based on current Revenue Canada guidelines these amounts are not subject to taxation deduction by the employer.

The parties agree to amend, on April 1 of each year, the amount of the mileage to be paid to employees to ensure that this amount is equal to Revenue Canada guidelines to be exempt from taxation (up to fifty-five cents).

- P-2 Where, by the nature of her job, a Nurse is required by her insurance company to carry business automobile insurance, the Hospital will pay the difference between the personal (with driving to work) insurance premium and the business insurance premium to a maximum of three hundred (\$300.00) per year upon presentation of evidence of the cost difference and that the Nurse is to be covered. Where the Hospital questions the necessity for this coverage, the Hospital may contact the Nurse's insurance company with the written consent of the Nurse, in order to verify the requirement.

ARTICLE Q – SPECIAL CIRCUMSTANCE SCHEDULE ARRANGEMENTS

- Q-1 Any individual special circumstance schedule arrangement will be discussed and agreed to by the individual Employee, the Union bargaining agent, and the Employer Representative in accordance with Article 13.05 of the Central Hospital Agreement. This agreement shall be obtained in writing prior to the commencement date of this arrangement.

ARTICLE R – STAND-BY

- R-1 All nurses (full-time, and regular part-time, including job share) working in a unit will participate in stand-by scheduling, unless the nurse is on orientation. The manager in consultation with the nurses and the union will determine how stand-by will be scheduled in each unit subject to the provisions below.

- R-2 The call Nurse must be available at the Hospital within thirty (30) minutes of being called in.
- R-3 The Hospital will provide, and identify to the Union and the nursing staff, one (1) private Hospital room, at each site for Nurses to use when scheduled for stand-by.
- R-4
- (a) Stand-by assignments shall be posted at the same time as the Tours of Duty Schedules. Nurses shall be permitted to exchange their stand-by assignments provided approval is received from the Unit Manager or Designate. A nurse who requests to have a scheduled shift off can continue to be scheduled to work the scheduled stand-by assignment attached to the originally scheduled shift, if the nurse so chooses.
 - (b) Nurses will be permitted to give away scheduled stand-by assignments. The unit will keep a posted list of all nurses willing to be scheduled additional stand-by assignments. The giving away of scheduled stand-by assignments will be done on a rotational basis from the posted list regardless of full time or part time status. The Unit Manager or designate will approve all changes to the posted stand-by schedule.
 - (c) Nurses will not be scheduled or called for standby when on an approved leave, on vacation, or on the weekend attached to the scheduled vacation. A nurse who wants to be called for stand-by while on vacation will put that desire in writing to the manager, however will not be called until all other nurses have been given the opportunity to take the stand-by.
 - (d) Nurses will only be able to give away a scheduled stand-by assignment to nurses in another bargaining unit classification once all registered nurses have been offered the available stand-by shift.
 - (e) A nurse scheduled for standby shall not be assigned to take call for more than four (4) consecutive days unless agreed to by the individual nurse in writing, a copy of which will be provided to the Bargaining Unit President. A nurse scheduled for standby on a holiday weekend will also be scheduled for standby on the actual holiday. The employee will not be scheduled for standby on consecutive weekends.
- R-5 A Nurse voluntarily accepting the stand-by assignment from another Nurse on a weekend will not be entitled to consecutive weekend premium pay.
- R-6 A nurse who has exchanged or given away a stand-by assignment under R-4 (b) above, will not have any further responsibility for the original stand-by assignment.
- R-7 Stand-by schedules will not be re-assigned without the agreement of the Employee whose schedule is being changed.
- R-8 Any additional shift that becomes available with stand-by will be offered to nurses with the stand-by attached. A nurse who accepts the shift will also be responsible to work the stand-by.
- R-9
- (a) Unit scheduled to work 24 hours per day/7 days per week
 - (i) A full-time Employee will not be scheduled for stand-by on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the Employee and the Hospital.

- (ii) Part-time nurses will not be scheduled for stand-by except on days where they are already scheduled to work unless mutually agreed in writing between the employee and the Hospital. A copy of such agreement will be copied to the Bargaining Unit President.

(b) Units not operating 24 hours per day/7 days per week

- (i) A full-time nurse will not be scheduled for stand-by on a scheduled day off. A full-time nurse may be scheduled for stand-by on a scheduled weekend off, provided the nurse is not scheduled for stand-by more often than every other weekend.

Clarity Note:

The scheduling of stand-by on a weekend off, for a nurse that is not scheduled to work on Friday, may commence at 0700 hours on Saturday (when scheduled in accordance with extended tour language) or at the end of the evening shift on Friday (when scheduled in accordance with 7.5 hour tour language).

- (ii)
 - a) Part-time nurses will not be scheduled for stand-by except on days where they are already scheduled to work unless mutually agreed in writing between the employee and the Hospital. A copy of such agreement will be copied to the Bargaining Unit President.
 - b) Notwithstanding i) above, a part-time nurse must be available for stand-by scheduling on a weekend off, one weekend per month.

- (c) When a full-time and part-time nurse is scheduled for standby on a weekend, regardless of whether scheduled to work or on a weekend off, the nurse is considered to be “working” the weekend. Consecutive weekend premium will apply as per Articles F, M, Y and Z.

- (d) The following applies to Endoscopy (Metropolitan and Ouellette sites), Catheterization Lab and Diagnostic Imaging only:

A nurse may be scheduled for standby before a scheduled day shift. Standby will commence after the last regular tour of the day, and until the beginning of the next tour. Standby will include the possibility of twenty-four (24) hours per day on Saturday, Sunday and paid holidays. Scheduled standby tours will not trigger premium payment for consecutive days.

- R-10 (a) Standby will not be scheduled on a night before a scheduled day shift unless agreed otherwise by the Nurse.

- (b) Nurses will not be scheduled on stand-by after a scheduled night shift.

- R-11 The nurses on each unit utilizing stand-by will determine how a call back from stand-by will be made – beeper, personal cell-phone or home phone. Nurses in Renal Dialysis and nurses on units that provide telephone support when on stand-by will be provided with a cell phone.

- R-12 Where a Nurse has been called in from stand-by, or is required to remain at work due to being scheduled on stand-by, and works the hours after 2400 hours, such Nurse will not be required to work a regularly scheduled shift commencing up to 1200 hours without at least ten (10) hours of time off following the completion of their last call back. Where such time off extends into the Nurse's next shift, she or he will maintain her or his regular earnings except where:
- (a) Such nurse has exchanged stand-by assignments with another nurse.
 - (b) Such nurse is working such shift due to an exchange of shift with another nurse.
 - (c) The first call from standby occurs within ninety (90) minutes of the commencement of the employee's regular scheduled shift.
- R-13 A nurse will be replaced after sixteen (16) consecutive hours of work.
- R-14 Where the Employer wishes to introduce stand-by scheduling to any unit that is not currently doing stand-by assignments, they will provide no less than sixty (60) days' notice to the Union. The stand-by scheduling will not be implemented until all issues related to the scheduling of stand-by on a new unit have been agreed to between the parties.
- R-15 Where a unit is closed over a holiday period, or in a short term layoff situation, and the unit requires the use of stand-by over the holiday period or short term layoff, stand-by assignments will be scheduled on the following basis:
1. On a voluntary basis based on seniority;
 2. Where the stand-by needs are not covered in 1 above by reverse order of seniority. When a unit is in a short term layoff over the Christmas/New Year period and the same nurse is scheduled to work, the employer will make every effort not to schedule a nurse to work the same holiday in the following year.
- R-16 There will be no home visiting as a result of standby call back after 2100 hours. The nurse will be required to notify the manager when a home visit is required, and report back to the manager within one hour of the time of the home visit.
- R-17 Call-in is for a specific unit and the nurse will not be reassigned to work in other areas of the hospital, unless otherwise agreed to by the nurse. Where the nurse's unit is closed during the period of stand-by, the nurse will not be required to perform work not normally performed by the nurse, during any call-in period.
- R-18 Compensation for a call back from standby that does not require the attendance of the nurse at the workplace shall be paid a minimum of fifteen minutes paid at a rate of one and one-half (1 1/2) times the regular hourly rate of the nurse per call in increments of fifteen minutes. This amount will be paid in addition to the on-call premium paid for the hours performing stand-by.
- R-19 A nurse assigned to standby is entitled to the call-in prior to overtime being offered unless the patient requires the nurse to remain on the unit.
- R-20 Where only one nurse is being called back from stand-by, it will be offered to the most senior nurse scheduled for stand-by prior to calling in the less senior nurse.

ARTICLE S – VOLUNTARY PART-TIME & RETIREE BENEFITS

S-1 The Employer agrees to provide part-time Nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time Nurses who participate will assume the monthly premiums.

Any part-time Nurse who wishes to participate will provide payment of the benefits either through post-dated cheques, provided on a yearly basis, or through a pre-authorized withdrawal process. It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to part-time Nurses in January of each year, and each time the benefit costs are re-negotiated by the Employer.

S-2 Any bargaining unit Nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a pre-authorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired Nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

ARTICLE T – CLINICAL PRACTICE COORDINATORS/NURSE PRACTITIONERS/RNEC (REGISTERED NURSE EXTENDED CLASS)/ENTEROSTOMAL THERAPY NURSES (ETN) AND REGISTERED NURSE FIRST ASSIST (RNFA)

T-1 The Hospital will ensure that nurses in the above-referenced positions will be scheduled/work a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours.

T-2 The parties recognize some nurses working in the above-referenced positions do not have posted work schedules. These nurses will self-schedule and due to the nature of the work there will be flexible scheduling of hours in accordance with his/her workload. The Nurse will adjust his/ her schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the local scheduling provisions contained at Appendix 5 of the Collective agreement. Where a nurse working in the above-referenced positions identifies a need to flex the posted schedule to meet patient care needs, such changes may be implemented with the agreement of the manager.

T-3 Nurses working in these positions that self-scheduling and who work in excess of 75 hours biweekly shall have the option of electing payment at the applicable premium rate or may also be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Nurse and his/her manager, as per Article 14.09 and F-8 of the Collective Agreement.

ARTICLE U – INNOVATIVE SCHEDULES

- U-1 Innovative schedules other than those currently provided for in this Appendix 5 of Local provisions and which fall under Article 13.03 of the central portion of the collective agreement will not be implemented on any unit prior to discussion with and the agreement of the Union. All parameters related to the introduction, discontinuation, voting process, trial periods and scheduling will be agreed upon in writing. Innovative schedules include the use of any tours of other than 7.5 or 11.25 hour extended tours, and/or multiple types of all tours on any unit.

ARTICLE V – ELECTRONIC GRIEVANCE FORMS

- V-1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- V -2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- V -3 Electronic grievances may be sent, via email, to the applicable manager and copied to Sharon Morris in Human Resources, or her designate.
- V -4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- V -5 The union undertakes to get a copy of the electronic version signed by the grievor.
- V -6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

ARTICLE W – TEN (10) HOUR TOURS AND SCHEDULING

The parties agree to the implementation of ten (10) hours tours on units, or for individuals requesting such tours provided the following provisions are followed:

- W-1 The establishment of ten (10) hour tours for any unit or individual will be done only by mutual agreement of the Union and the Employer. The parties will exchange written communication indicating there is an agreement to implement any new ten (10) hour tour schedule(s).
- W-2 Upon agreement in W-1 above, any unit wishing to change their schedule to a ten (10) hour tour rotation will only do so after a vote of the unit conducted pursuant to Article M-1 (a).
- W-3 Where a ten (10) hour tour rotation is being done at the request of any individual nurse, all provisions contained in this Article will apply with the exception of the vote.
- W-4 All ten (10) hour tour schedules will be implemented on a trial period for a minimum of six (6) months following the commencement of the schedule.

- W-5 The tentative schedule for the unit or individual changing to ten (10) hour tours will be agreed upon between the Union and the Employer prior to the initial vote or its implementation.
- W-6 Following the trial period the Union and the Employer will meet to review any issues arising during the trial, following which a vote of the unit will be taken to determine if the ten (10) hour tour rotation is to be continued, or the parties agree to continue the schedule for the individual.
- W-7 Where a unit continues with a ten (10) hour tour schedule, such schedule will only be changed pursuant to Article M-1 (b) of the Collective Agreement. The discontinuation of an individual schedule of ten (10) hour tours will be as per Article M-1 (b) ii) and (c).
- W-8 Ten (10) hours tours will follow all provisions for extended tours as contained in the central and local provisions of the Collective Agreement unless expressly amended in this Article. Scheduling provisions for ten (10) hour tours will be as per Article M of Appendix 5 unless amended below:
- a) For employees working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four hour (24) period, exclusive of a total of thirty-seven and one-half (37-1/2) minutes unpaid meal time.
 - b) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37-1/2) minutes.
 - c) It is understood that Employees working ten (10) hour tour schedules shall be scheduled to work 1950 hours in a year.
 - d) Employees will not work more than four (4) consecutive 9.375 hour tours. Should a Nurse work more than four (4) consecutive tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is received.
 - e) There will be at least fourteen (14) hours off between tours.
 - f) For paid holidays an employee working ten (10) hour tours shall be paid as per Article 15, noting that the employee working ten (10) hours shall receive twelve (12) days off to consist of seven and one-half (7.5) hours each (applies to full-time only).
- W-9 All provisions in this Appendix 5 of Local Issues will apply to Nurses working ten (10) hour tours unless expressly amended above.

ARTICLE X – DDNN ROTATIONS (FULL-TIME NURSES ONLY)

Pursuant to Article 13.03, the parties agree to the implementation of DDNN scheduling for full-time nurses provided the following provisions are followed:

- X-1 The establishment of DDNN schedules will be done only by mutual agreement of the Union and the Employer. A meeting will be held with the nurses on any unit requesting to work a DDNN schedule in order that all information pertaining to the DDNN shift, its schedule, the trial and the continuation of the schedule will be fully

discussed. The parties will exchange written communication indicating there is an agreement to implement a DDNN schedule on any unit. Units working a DDNN schedule will be identified in Appendix B

- X-2 The Hospital will post an expression of interest for a trial period of six (6) months on the unit. All nurses who agree to participate in the trial period will be required to work the DDNN rotation for the entire six (6) month period.
- X-3 The parties will mutually develop the DDNN schedule for each unit based on the number of nurses who have expressed an interest. The DDNN schedule agreed upon will be maintained and no other shifts will be added to the schedule (i.e. DDEE, NNNN, etc...) without expressed written agreement of the parties. Participants in the trial will be chosen based on seniority where the agreed upon schedule cannot accommodate the number of nurses that have expressed an interest.
- X-4
- a) All schedules will be reviewed by the Manager and the Union.
 - b) All schedules will be done on the basis that each full-time nurse will be scheduled nineteen hundred and fifty (1950) hours per calendar year. In order to accommodate this, the parties will use additional shifts to balance the schedule when finalizing the master rotation. All rotations will be calculated to years end to ensure the nineteen hundred and fifty (1950) hours per calendar year.

Where a pay year consists of fifty-four (54) weeks, all master schedules will reflect the additional seventy-five (75) hours and the additional tour requirement will continue to apply and to be added to the schedule.
 - c) All DDNN schedules will be reviewed in October of each year to identify if any additional shifts are to be added to the schedule to achieve the nineteen hundred and fifty (1950) hours per calendar year. Where required, nurses will be given the option of choosing to use lieu days for statutory holidays or to schedule extra shifts to make up any needed hours.
 - d) For the purposes of scheduling additional tours regular part-time Nurses who fill temporary full-time DDNN positions will be deemed to be at the rate of one and one-half (1 ½) their straight time hourly rate of pay for any tour they are called in to work unless the regular part-time nurse did not work on a regularly scheduled tour in the pay period.
- X-5 Nurses will choose their initial rotation on the established schedule based on seniority. Due to the introduction of the DDNN schedule initially and after the six (6) month trial period, or any time the DDNN schedule is revised, it is recognized that master rotations on the unit may be amended.
- X-6 No nurse will be required to work a DDNN schedule without her/his consent. Those nurses not participating in the DDNN trial period will follow the normal scheduling for the unit. The DDNN schedule will not affect the line on the master schedule for non-participating nurses; while the shift rotation may change the line will not be affected.
- X-7 The parties will meet prior to the expiry of the six (6) month trial period to review the trial period, make recommendations for any changes required to the schedules or the process and to determine whether the DDNN schedule will continue.

- X-8 After the six (6) month trial period is completed, all nurses who participated in the trial period will continue to work the DDNN schedule unless they make a written request to be removed from the DDNN schedule. Where a nurse elects to be removed from the DDNN schedule, additional full-time nurses wishing to work the DDNN schedule may make a written request to the Unit Manager to work DDNN. Such request will be granted provided a revised schedule can be agreed upon. In the event there are more nurses requesting to work the DDNN rotation than openings available on the schedule, seniority will be the deciding factor.
- X-9 a) Units working DDNN and Conventional Extended Tours
- Any nurse working in a DDNN rotation may only remove herself or himself from the DDNN schedule if she or he can find another nurse to switch a normal extended tour line with her or him and work the DDNN schedule in their place. The nurse must provide ninety (90) days written notice to the Unit Manager, co-signed by the nurse willing to make the switch.
- b) Units working DDNN Master only
- A nurse in a unit working solely on a DDNN master and who wishes to be removed from the DDNN master must put her or his request in writing to the Manager. A copy of such notice will be provided to the Bargaining Unit President. The parties will meet to discuss the request and review the schedule to identify ways in which the nurse can be removed from the rotation and scheduled a normal extended tour rotation. It is understood that the remaining master rotation may be altered to allow the request. Such request will not be unreasonably denied.
- X-10 Where a line in the DDNN rotation becomes vacant for any reason, a nurse on the unit may request to move into the vacant line prior to any vacancy being posted. Where more than one (1) nurse wishes to move into the vacant line seniority will be the determining factor. Should an issue arise related to knowledge, skill and ability associated with the vacant line on the schedule, the Hospital will notify the Union to review their concerns.
- X-11 Where a temporary full-time vacancy arises on the DDNN schedule, the line available will be offered to other full-time nurses who may want to trial the DDNN schedule, prior to the temporary vacancy being offered pursuant to Article 10.07 (d). It is understood that any nurse transferring temporarily to the DDNN schedule will be required to work the DDNN schedule for the duration of the temporary vacancy.
- X-12 All scheduling provisions contained in Article M are applicable to DDNN scheduling except as amended in the following provisions:
- a) A full-time nurse will not be scheduled to work more than four (4) consecutive extended tours. Premium pay will be paid for all hours worked on a fifth (5th) scheduled tour and all subsequent scheduled tours until a day off is received. Notwithstanding the above, no Nurse will be permitted to work more than six (6) extended tours in a row without a day off.
- b) If an employee works an additional shift on her scheduled weekend or scheduled weekend off, the nurse will receive premium pay for all additional hours worked and any shifts scheduled on the following weekend save and except where:

- (i) Such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse;
- (ii) Such Nurse has requested weekend work;
- (iii) Such weekend is worked as a result of an exchange of shifts with another Nurse; or

It is understood that all available weekend shifts will be offered as full shifts prior to any shift be offered as a partial shift.

- c) Regular part-time Nurses working in a temporary full-time DDNN position will be required to work the weekends of the master rotation for the position being filled. Article b) above will apply.

X-13 A week, for the purposes of Article H-2 (c) and the vacation planner, is defined as Saturday to Friday. If staffing permits, the Hospital will schedule both weekends off. Where the nurse is required to work two (2) consecutive weekends in order to receive both weekends off, it will not invoke premium pay under Article X-12 (b).

X-14 The DDNN schedule may be discontinued when:

- a) Sixty-six and two-thirds percent (66 2/3%) of the nurses working the DDNN schedule so indicate by secret ballot; or
- b) The Hospital provides written notice to the Union to discontinue the DDNN schedule due to:
 - i) Adverse effects on patient care;
 - ii) Inability to provide a workable staffing schedule
 - iii) For reasons which are neither unreasonable nor arbitrary

Ninety (90) days' written notice must be given to discontinue the DDNN schedule. Upon written notice of the discontinuation by either party in accordance with the above then:

- c) The parties will meet within two (2) weeks of the giving of notice to review the request for discontinuation: and
- d) Where it is determined that the DDNN schedule will be discontinued, the affected nurses will be given sixty (60) days' notice before the schedules are so amended.

X-15 All provisions in this Appendix 5 of Local Issues will apply to Nurses working DDNN rotations unless expressly amended above.

ARTICLE Y – WEEKEND WORKER SCHEDULES

Y-1 The nurses will be scheduled for two 11.25 hour and one 7.5 hour shift each week. They will rotate between Days and Nights (or off shifts). The 7.5 hour shift will be scheduled on the Friday.

- Y-2 For the purpose of covering the weekend worker's vacation and incidental absences, shifts of 4 hour, 7.5 hour or 11.25 hour may need to be scheduled to the regular part time nurses on the unit.
- Y-3 For the purpose of vacation scheduling, the weekend workers will not be included in the unit vacation quotas. In accordance with Article 13.04 (b) a week of vacation for a weekend worker will only include the Saturday and Sunday. The remainder of the week is not included for the purpose of call in shifts. Requests for Friday off are considered as single vacation day requests.
- Y-4 Either party may discontinue the weekend worker arrangement within sixty (60) days notice in writing. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. If the agreement is discontinued within the trial period, the incumbents will return to their previously held positions.
- Y-5 If the Hospital decides to collapse or discontinue the weekend worker arrangement the Hospital will post the following:
- i) If one (1) position is discontinued one (1) full time position will be posted;
 - ii) If both weekend worker positions are discontinued, one (1) full time and one (1) part time position will be posted;
 - iii) Individuals with an ISC weekend worker agreement will revert back to their former position once the ISC is completed. A list of individuals with this agreement will be provided to the Union and reviewed annually.
- Y-6 It is expected from time to time the weekend worker may need to be scheduled on week days, in addition to their 60 hours, for the purpose of attending orientation, training, in-service programs or some other need related to supporting the enhancement of their skills. In accordance to Article 9.07 this shall be paid at straight time. Evaluations will be done on their 7.5 hour scheduled shifts. This shift can be changed to days as needed.
- Y-7 Where a weekend worker exchanges a tour with another weekend worker, the accelerated rate will be paid to the weekend worker for the shift exchanged. No shift premium will be paid.
- Y-8 Where a weekend worker picks up an additional shift (above 60 hours) the shift will be paid at time and one half the regular rate (not accelerated) and any shift premiums applicable will be paid in accordance with Article 13.04(g).
- Y-9 For the Christmas/New Year period the weekend worker will continue to work weekends during this period. Where both holidays fall on the weekend it is understood the weekend worker will work both holidays.
- Y-10 The parties agree that for the purpose of designation on the seniority list, the weekend worker will appear on the full time list as "WW" in the comments column.

ARTICLE Z - NURSING RESOURCE/Float TEAM (NRT)

- Z-1 The full time Resource/Float Team Nurse positions will be posted in accordance

with the terms of the Collective Agreement. The scheduling of the Nursing Resource/Float Team (NRT) will follow the language of the Collective Agreement for full time nurses for each campus. This team will work a conventional extended tour schedule, except for those nurses grand-parented in a seven and one-half (7.5) hour tour schedule and identified below:

- Amy Poole (DDNN)

- Z-2 The nurses in the Resource/Float Team positions at each campus shall be considered a unit, with the Resource/Float Team being considered their home unit for the purposes of scheduling, vacation, layoff, recall, and any other provision dealing with seniority or service rights. NRT's currently shall be comprised of full-time positions only. The Hospital will not establish part time Resource/Float team positions without the agreement of the Union.
- Z -3 For the purposes of Article 10.02 (d) of the Collective Agreement, "Nursing Resource/Float Team" nurses will be listed on the seniority list as "Nursing Resource/Float Team".
- Z-4 Resource/Float Nurses will be assigned to care for patients within their scope of practice on all units at their respective campus where they are qualified to perform the work. Appropriate orientation will be provided for successful incumbents to all areas as well as on an ongoing basis as needed, with the opportunity to attend in-services provided throughout the Hospital and other training as resources allow.
- Z-5 Notwithstanding Article F of the Local Agreement, the Nursing Resource/Float Team nurses will be used to cover temporary absences of RNs for temporary vacancies provided all part-time nurses on that unit have been scheduled their minimum commitment of shifts. Part time nurses on the unit will be considered for long term temporary absences such as MLOA or sick leaves prior to the consideration of other nurses in the bargaining unit. The utilization of an NRT shall not cause the short term or long term layoff of any nurse covered by the Collective Agreement.
- Z-6 If it is necessary to reassign a nurse in accordance with Article 10.07 (g), the Nursing Resource/Float Team nurse will be reassigned first.
- Z-7 No weekend worker positions will be established without the agreement of the Union as per Article 13.04.
- Z-8 The Collective Agreement shall apply to all aspects of the Nursing Resource/Float Team Nurse unless expressly amended above.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

Sharon Morris

"Signed"

"Signed"

FOR THE UNION

Margaret Marcotte
Labour Relations Officer

Donna MacInnis

LETTER OF UNDERSTANDING

B E T W E E N:

WINDSOR REGIONAL HOSPITAL
(Hereinafter referred to as "the Hospital")

A N D:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as "the Union")

RE: CHRISTMAS/NEW YEAR'S SCHEDULING

Pursuant to Article G-6, the parties agree the following dates will be applicable for the Christmas/New Year's period during the life of the collective agreement:

December 15, 2018 to January 11, 2019
December 14, 2019 to January 10, 2020

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

FOR THE UNION

Sharon Morris

Margaret Marcotte
Labour Relations Officer

"Signed"

Donna MacInnis

"Signed"

LETTER OF UNDERSTANDING

B E T W E E N:

WINDSOR REGIONAL HOSPITAL
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A N D:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as "the Union")

RE: ELECTRONIC ONA/HOSPITAL PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM (PRWRF) AND PROFESSIONAL RESPONSIBILITY COMPLAINT (PRC) PROCESS

1. The parties agree to use the jointly developed electronic version of the ONA/Hospital PRWRF at Appendix 6 of the Hospital Central Agreement.
2. The parties agree that hard copies of the electronic form are valid for purposes of Article 8 of the Hospital Central Agreement.
3. Electronic PRWRF will be sent, via email, to the applicable manager and Director, and to the Union's PRC representative.
4. The electronic signature of the nurse submitting the PRWRF will be accepted as the original signature. Where multiple nurses are part of the submission of the form the signing of the form by the submitting nurse will be taken to mean all nurses are aware of and agree to the submission of the form. A list of names will be included on the form.
5. The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should the issue proceed to an Independent Assessment Committee in accordance with Article 8.01.
6. Any changes to the current process will be discussed with the union.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

FOR THE UNION

Sharon Morris

Margaret Marcotte
Labour Relations Officer

"Signed"

Donna MacInnis

"Signed"

LETTER OF UNDERSTANDING

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WINDSOR REGIONAL HOSPITAL
(Hereinafter referred to as “the Hospital”)

A N D:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as “the Union”)

RE: CALL-IN SHIFTS ON PAEDIATRIC UNITS – PORT ACCESS PROTOCOL RELATED TO PAEDIATRIC ONCOLOGY GROUP OF ONTARIO (POGO)

Whereas Windsor Regional Hospital's paediatric outpatient department is a satellite clinic to the London Health Science related to provision of cancer care to children;

And Whereas the guidelines related to the POGO limit the number of nurses educated and trained to access ports in children,

And Whereas those nurses educated and trained to access ports in children must be able to maintain expertise and competence in this skill with a small volume of children undergoing cancer therapy;

And Whereas these guidelines and ongoing skill requirements, as well require an amendment to the process of calling nurses in for providing this service on the paediatric unit;

The parties agree the following list identifies the names of the nurses currently trained in port access for paediatric patients: These names need to be reviewed and updated

Full-time
Ursula DeBono
Karen Rivest
Ruth Wilson
Mary Recker
Renee Smith
Shelley Howchuk
Michelle Odette
Julie Brooks
Joseline Townsend
Carey Cosman

Part-time
Deborah Mailloux
Ena Monteleone
Julie Borelli
Oana Ardelean
Erin Page
Jackie Sarafinchin
Susan Miletic
Kerri McGuire
Jenette Middleton
Amanda Muir
Katie Hansen
Kristin Gallant
Alex Moore

As additional nurses become trained in port access for paediatric patients the Hospital will send a written notification to the Labour Relations Officer and the Bargaining Unit President of the name of the nurse(s) to be added to the above-referenced list. During each round of bargaining the Agreement will be amended to update the list of names to be used for call-ins.

The parties further agree to the following process for calling in nurses on the paediatric unit when a nurse is required to attend the hospital for the purpose of accessing a port on a paediatric patient:

1. The above list of trained nurses is to be reviewed when a port access need arises and if any one of these nurses are working the staff are to seek their assistance in accessing the port;
2. Where none of the above listed nurses are working and the need arises to call in a trained port access nurse, the steps identified below are to be followed as it relates to calling in from the above list of trained nurses:
 - a) Inpatient paediatric staff at straight time;
 - b) Inpatient paediatric staff at overtime;
 - c) Outpatient paediatric staff at straight time;
 - d) Outpatient paediatric staff at overtime;
 - e) Overtime call-ins in b) and d) above are to be done on the basis of rotating seniority based on an integrated list of both the full-time and part-time nurses identified above.
 - f) All overtime must be communicated to the Supervisor.
3. In instances where a paediatric patient has a fever and neutropenia, the staff called in under 2 above will be asked if they can be at the hospital within 20 to 25 minutes as per POGO protocol. Where it is identified that the nurse cannot be at the hospital within 20 to 25 minutes the next person in the roster will be called in.
4. The collective agreement will apply for all issues related to the call-in outside of Article F-11 (c) iii).

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

Sharon Morris

"Signed"

"Signed"

FOR THE UNION

Margaret Marcotte
Labour Relations Officer

Donna MacInnis

LETTER OF UNDERSTANDING

B E T W E E N:

WINDSOR REGIONAL HOSPITAL
(Hereinafter referred to as "the Hospital")

A N D:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as "the Union")

RE: ARTICLE 9.09 - INTERNSHIP PROGRAM

Pursuant to Article 9.09 of the central Collective Agreement the parties have agreed to establish internship programs for the units at Windsor Regional Hospital to provide currently employed nurses with career development opportunities.

The implementation and guidelines for the program will be as follows:

1. The Hospital will provide the Union with advance notice of all internship opportunities prior to them being posted. The notice to the Union will indicate the number of opportunities being made available, the commencement date of the program and the time frame established for the program;
2. The Hospital will post all internship opportunities;
3. The posting(s) will clearly indicate the temporary nature of the internship opportunity and the length of commitment for the internship program;
4. In making a selection the Hospital will consider the applicant's current skill level, skill development needs and commitment to learning. The selection process will not be arbitrary or unreasonable and where conflicts arise seniority will govern. The successful applicant(s) will be notified and advised in writing that she/he will receive the necessary training for the internship position during a defined time frame. The current position of the nurse will be filled on a temporary basis during the period of the internship program;
5. The Hospital will notify the Union of the names of all successful applicants to the internship program;
6. The Hospital will assume costs for the successful interns related to:
 - a) Payment for time spent in any course(s) required internally or externally;
 - b) Payment for time spent in clinical practicums in the Hospital;
7. Where the intern successfully completes the internship program and secures a permanent position in the unit of the internship position, the intern will commit to continued employment with the Hospital in the unit of the internship program for a period of two years (24 months). It is understood and agreed that the intern will not be considered for internal postings for this 24 month period.

8. In the event the intern does not secure a permanent position in the unit of the internship position during the identified time frame of the internship program, or where the intern does not successfully complete the internship program within the specified time frame, the intern will be returned to her/his former position.
9. The Hospital will notify the Union of the outcome of all internship programs and will notify the Union of the names of all participants who successfully post into vacant positions in the internship unit after completion of the internship program.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

Sharon Morris

"Signed"

"Signed"

FOR THE UNION

Margaret Marcotte
Labour Relations Officer

Donna MacInnis

LETTER OF UNDERSTANDING

B E T W E E N:

WINDSOR REGIONAL HOSPITAL
(Hereinafter referred to as “the Hospital”)

A N D:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as “the Union”)

RE: SEXUAL ASSAULT TREATMENT CENTRE (SATC)

The following provisions apply solely to the nurses working in the SATC and the scheduling of work in the SATC:

1. All schedules and provisions for the scheduling of work for the nurses working in the SATC will be done pursuant to the provisions of the collective agreement unless expressly amended in this Letter of Understanding;
2. The two (2) full-time nurses and the regular part-time Clinical Practice Coordinator in the unit will be scheduled pursuant to the provisions of the collective agreement;
3. All provisions of Article R will apply to the scheduling of stand-by in the SATC unless expressly amended below.
4. The SATC will utilize a self-scheduling process for the scheduling of stand-by shifts within the unit;
5. The self-scheduling process will be as follows:
 - a) Only nurses within the bargaining unit will be scheduled to work stand-by;
 - b) Classifications other than Registered Nurse will not be scheduled for stand-by until all Registered Nurses in the SATC have had an opportunity to schedule themselves for stand-by;
 - c) All nurses (full-time, regular part-time and casual) will receive an email identifying that the stand-by shifts are to be scheduled;
 - d) The scheduling of stand-by shifts will be done every six (6) weeks;
 - e) There are three (3) 7.5 hour stand-by shifts per day;
 - f) The nurse scheduled to work stand-by during the day shift will be back-up to the nurse working the day shift should that nurse be required to attend court sessions;
 - g) Each nurse will initially schedule themselves six (6) stand-by shifts by seniority over a one (1) week period;

- h) Once each nurse has scheduled themselves under g) above the remaining available stand-by shifts will be identified;
- i) Once h) has been completed, each nurse will then have the opportunity to self-schedule additional stand-by shifts in the week following (g) above. The scheduling of these additional shifts will be done in order of seniority;
- j) The scheduling of secondary stand-by or back up will be self-scheduled during the process identified in g) above and i) above;
- k) Nurses cannot schedule themselves for standby if they are scheduled to work in another department of the hospital or at another campus on that shift;
- l) Nurses cannot schedule themselves for stand-by where they are on periods of scheduled vacation unless all other nurses have been given the opportunity to schedule stand-by and shifts remain available after i) above;
- m) The Clinical Practice Coordinator will be permitted to self-schedule stand-by shifts during the process identified in i) above.
- n) The provision of Article R-9 will only apply to the nurses currently scheduled to work full-time or regular part-time in the SATC;
- o) Once all stand by shifts are selected as above, the schedule will be posted on the unit.

All full-time or regular part-time nurses working in SATC will be provided SAFE kids training. The parties agree that the nurse currently working in the department who has not been trained for SAFE kids will not be required to do so.

The staff meeting held at the beginning of each month, with the exception of July and August, will be for a period of approximately two (2) hours and will be paid by the employer. It is an expectation that all staff working in the SATC will attend unless scheduled to work.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

Sharon Morris

"Signed"

"Signed"

FOR THE UNION

Margaret Marcotte
Labour Relations Officer

Donna MacInnis

LETTER OF UNDERSTANDING

B E T W E E N:

WINDSOR REGIONAL HOSPITAL
(Hereinafter referred to as “the Hospital”)

A N D:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as “the Hospital”)

RE: COMPOSITE POSITION(S)

The parties agree that the Hospital can post for “Composite Positions” whereby full time employees can be hired or apply for transfer into a composite position but will be assigned a home unit. Existing composite positions, filled previously on consent with the Union, and new composite positions will be subject to the following terms and conditions:

1. Composite positions will be scheduled to work on two but no more than three units. The requirement to work on multiple units within a program will be clearly indicated when the positions are posted. The composite position will be posted as an eight (8) hour, ten (10) hour, twelve (12) hour, or a combination of eight, ten or twelve hour tours.
 - (a) Where a nurse works in a composite position with a combination of eight (8), ten (10) or twelve (12) hour tours, extended tour language will apply.
 - (b) A nurse will not be scheduled to work two (2) different tours in a work week as defined as Saturday to Friday.
2. All terms and conditions of the Collective Agreement with respect to scheduling provisions will be respected. All hours worked by a Nurse in a composite position will be distributed and posted between the nursing units.
3. A full-time Nurse in a composite position will be assigned to one (1) unit as her/his home unit for purposes of vacation, layoff, recall, or any other provisions dealing with seniority rights.
4. The Employer will notify the Union of all composite positions within a program prior to posting, and will supply the Union of the names of Nurses who successfully post for these positions and the units identified as her/his home unit.
5. Successful incumbents will be provided with appropriate orientation/education to all areas, as well as on an ongoing basis for required re-certifications, along with the opportunity to attend in-services provided throughout the Hospital.
6. If the issue of composite positions is addressed in the Central Collective Agreement, the parties agree to meet to implement any necessary changes to this Letter of Understanding.

All current letters of understanding regarding composite positions will become null and void and the terms of this article shall prevail, effective on ratification of this Collective Agreement or the release of an arbitration award.

The parties agree, with respect to the Letter of Understanding Re: Composite Positions, to meet within ninety (90) days of ratification of this agreement or issuance of an award to settle this collective agreement, for the purpose of reviewing all outstanding LOU Re: composite positions and any composite positions currently in existence for the purpose revising the current LOU if needed prior to resigning.

The parties agree to evaluate this agreement within one year from the date of ratification.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

Sharon Morris

"Signed"

"Signed"

FOR THE UNION

Margaret Marcotte
Labour Relations Officer

Donna MacInnis

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(Hereinafter referred to as "the Hospital")

RE: MERGING OF UNITS BETWEEN METROPOLITAN AND OUELLETTE CAMPUSES

The Hospital agrees to provide the Union with at least five (5) months notice of its intent to merge units between the Metropolitan and Ouellette campuses. Once notice is received the parties will meet to discuss and agree on the following issues:

- ✓ Effective date of unit mergers
- ✓ Hours of work issues
- ✓ Integration of schedules
- ✓ Specifics related to cross site scheduling, call in processes, etc.
- ✓ All Letters of Understanding, Memorandum of Settlements/Memorandum of Agreements pertaining to individual units or individual nurses within the units to be merged
- ✓ Parking issues
- ✓ Uniform issues
- ✓ Education/orientation issues
- ✓ Charting/policy issues
- ✓ BScN allowance

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

FOR THE UNION

Sharon Morris

Margaret Marcotte
Labour Relations Officer

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Donna MacInnis

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RE: PAYROLL CONVERSION/PAYSTUB INFORMATION

The Hospital agrees to make every effort to ensure that the new payroll system being developed due to the merging of the hospitals will provide for a capability to provide the following information:

- ✓ Gross earnings used for the calculation of vacation pay for part-time nurses
- ✓ Applicable vacation pay percentage for part-time nurses
- ✓ Changes to a nurse's rate of pay and the reason for the change
- ✓ Identification of all premiums included in the identified pay period
- ✓ Identification of any additional monies paid over and above normal salary
- ✓ Time owing in overtime lieu banks
- ✓ Paid holiday lieu banks
- ✓ Vacation banks

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

FOR THE UNION

Sharon Morris

Margaret Marcotte
Labour Relations Officer

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Donna MacInnis

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LETTER OF UNDERSTANDING

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ONTARIO NURSES' ASSOCIATION
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RE: SCRUB UNIFORMS

The Hospital agrees to continue to the practice of providing scrub uniforms to the following units:

Ouellette Campus

- O.R.
- P.A.C.U.
- I.C.U.
- C.C.U.
- E.R.
- Endoscopy
- Cardiac Catheterization Lab

Metropolitan Campus

- E.R.
- O.R.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

Sharon Morris

"Signed"

"Signed"

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Margaret Marcotte
Labour Relations Officer

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RE: DEFINITION OF AREA OF ASSIGNMENT – CANCER CLINIC

The parties agree the following nurses are grand parented in their current area of assignment which were awarded under the job posting provision of the Collective Agreement:

- Pam Ross - Primary
- Terry Johnson - Chemotherapy
- Margaret Pare – Chemotherapy

As needs arise due to patient load, clinic cancellation, illness, vacation, leaves of absence, etc... these Nurses may be temporarily assigned to other areas of assignment. If at any time a Nurse is assigned to work on a temporary basis by the employer, they are required to do so.

It is understood that under the Standard of Practice of the College of Nurses of Ontario, Nurses are required to notify the employer if they are unable to perform the work assigned and that the Collective Agreement identifies the provisions of orientation.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

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RE: RISK PRO/RL6 DOCUMENTS

The Hospital agrees, and will provide to the Union a process to provide a nurse with a copy of the finalized Risk Pro document after the nurse has submitted an issue/complaint in Risk Pro/RL6.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

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RE: OFFER OF PREMIUM EVENING SHIFTS IN UNITS WITH STAGGERED START TIMES

Notwithstanding Article F-11 c) vii) C), on units with scheduled staggered start time shifts, the replacement of a full evening shift at premium pay will be offered to all nurses, including nurses currently on duty, even if it results in a double shift.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

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Margaret Marcotte
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(Hereinafter referred to as “the Union”)

RE: TRAINING OF NURSES BETWEEN METROPOLITAN AND OUELLETTE CAMPUSES

The parties agree to meet to discuss the feasibility of training of nurses between hospital campuses to facilitate the ability of nurses to work at alternative hospital campuses.

The parties further agree to meet within three (3) months of the finalization of the collective agreement to identify the unit (s) appropriate for training and to review the capacity to train nurses to work at alternative sites. The employer will provide information as to what type of training needs to be done and the time frame within which the training will be completed;

The parties recognize that this Letter does not limit the ability of the Hospital to merge departments in accordance with the terms of the collective agreement.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

FOR THE UNION

Sharon Morris

Margaret Marcotte
Labour Relations Officer

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Donna MacInnis

“Signed”

LETTER OF UNDERSTANDING

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RE: REVISIONS TO DDNN MASTER ROTATION

Whereas the parties have agreed to amend the master DDNN schedules to address the issue of embedded statutory holidays;

And Whereas Article X-4 of the collective agreement provides that all DDNN schedules must have additional shifts scheduled to provide 1950 scheduled hours for full-time nurses;

And Whereas Article F-1 (b) outlines the purpose and use of Request Books on a unit;

And Whereas the parties wish to trial an alternate process to be used to permit the scheduling of statutory holidays to fulfill the 1950 hour requirement with a nurse's consent;

The parties agree as follows:

1. The trial period will be for a period of one year from the date the first revised master schedule is posted.
2. No extra tours will be scheduled on the master rotation schedule.
3. All DDNN nurses on the schedule will be identified and the number of tours needed to make 1950 hours will be determined for each nurse's line on the schedule.
4. All nurses working the DDNN rotation will indicate in writing if they want to have their statutory holidays built into their line on the master rotation schedule.
5. Each time a nurse enters the DDNN master rotation she/he will be required to elect in writing whether they want to have their statutory holidays built into their line on the schedule.
6. All nurses working the DDNN rotation will request which extra shift they want to work in the Request Book on the unit, prior to the schedule being posted.
7. The manager will grant or not grant the requested shift based on the needs of the unit.
8. The manager, in conjunction with the nurse, will track these needed extra shifts.
9. By July 1st in each calendar year each nurse working the DDNN schedule would be required to schedule at least one-half of the number of extra shifts needed to balance their scheduled hours.
10. October 1st of each calendar year any remaining extra shifts needed to be booked would be determined and if not requested/booked by the nurse, the manager will be able to schedule the additional tours in consultation with the nurse.
11. Notwithstanding Article X-12 (a), no nurse will be permitted to work more than six (6) extended tours in a row without a day off (see Article M-3).

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

Sharon Morris

"Signed"

"Signed"

FOR THE UNION

Margaret Marcotte
Labour Relations Officer

Donna MacInnis

LETTER OF UNDERSTANDING

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RE: EMERGENCY RESOURCE LEADERS

The parties hereby agree to the creation of Emergency Resource Leaders (ERL) in the Emergency Department. Nurses in the ERL position will work on a rotational basis between performing the role and function of an ERL and working as an RN in the Emergency Department. The parties agree the following will apply to all ERL positions:

1. All ERL positions will be posted pursuant to Article 10.07(a).
2. The ERL positions will follow a master rotation schedule within the Emergency Department.
3. The nurses in the ERL positions will rotate for a block of time between the role of the ERL and an RN role within the Emergency Department.
4. The ERL position will be paid as a rotational position at the same wage rate as the Charge Nurse position identified in Appendix 3 of the collective agreement.
5. While scheduled in the ERL role the nurse will be paid the appropriate ERL wage rate for all hours worked. Any incidental absences that occur during the period the nurse is scheduled in the ERL role (eg. sick leave, bereavement leave, etc.) will be paid at the ERL wage rate.
6. When rotating out of the ERL role and working as an RN in the Emergency Department the nurse in the ERL position will be paid the applicable RN rate. For all periods of scheduled vacation or any other paid leave under the collective agreement the nurse will be paid the applicable RN wage rate.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

FOR THE UNION

Sharon Morris

Margaret Marcotte

Labour Relations Officer

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Donna MacInnis

"Signed"

CONSENT TO ALTER AGREEMENT

B E T W E E N:

WINDSOR REGIONAL HOSPITAL
(Hereinafter referred to as “the Hospital”)

A N D:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as “the Hospital”)

RE: CALL IN SHIFTS NICU - INSERTION OF PICC LINES FOR CRITICALLY ILL NEONATES

Whereas Windsor Regional Hospital’s NICU is a specialized area providing care to premature and critically ill newborns,

And Whereas there is a limited number of nurses educated and trained to insert PICC lines in the NICU,

And Whereas those nurses educated and trained to insert PICC lines must be able to maintain expertise and competence in this skill;

And Whereas these guidelines and ongoing skill requirements, as well require an amendment to the process of calling nurses in for providing this service in the NICU;

The parties agree the following list identifies the names of the nurses’ currently trained PICC line insertion.

NICU	
Ulana Djetic	FT
Amanda Miller	FT
Judy Matton	FT
Sandy Bonofiglio	FT
Nicole Delancey	FT
Carol Leclair	FT

The parties further agree to the following process for calling in nurses for NICU when a nurse is required to attend the hospital for the purpose of inserting a PICC Line:

1. The above list of trained nurses is to be reviewed when a PICC insertion is required and if any one of these nurses are working they will be approached first for this procedure;
2. Where none of the above listed nurses are working or when the workload in the NICU precludes the option of an existing nurse inserting the PICC line a call-in from the above list of trained nurses will be done using rotating seniority process. All

PICC nurses are FT. All call-ins are at OT for a minimum of four hours or for the length of the procedure whichever is longer. The nurse shall not be required to remain for any period of time following the procedure relating to the patient. There shall be no payment for consecutive weekend premium for such call-ins;

- 3. As nurses become trained to perform this nursing function their names shall be added to the list;
- 4. Except as provided in paragraph 2 above, the collective agreement shall apply for all issues related to the call-in;
- 5. This consent to alter agreement will form part of the collective agreement expiring March 31, 2020. The parties will review this agreement during the next round of bargaining and where the process is to be continued this agreement will be re-signed and appended to the collective agreement.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

FOR THE UNION

Sharon Morris

Margaret Marcotte

Labour Relations Officer

"Signed"

Donna MacInnis

"Signed"

CONSENT TO ALTER AGREEMENT

B E T W E E N:

WINDSOR REGIONAL HOSPITAL
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A N D:

ONTARIO NURSES' ASSOCIATION
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RE: CALL-IN SHIFTS FOR SPECIALIZED SURGERIES IN THE EYE ROOM OF THE OPERATING ROOM AT THE OUELLETTE SITE

Whereas Windsor Regional Hospital's Eye Room in the Operating Room at the Ouellette site requires expertise and competence in certain specialized surgeries;

And Whereas there are currently a limited number of nurses educated and trained to assist with these specialized eye surgeries;

And Whereas not all nurses assigned to standby in the Operating Room have been educated and trained to assist with these specialized eye surgeries;

And Whereas the process of calling in nurses for specialized eye surgeries requires an amendment to the process of calling nurses in for providing this service in the Eye Room in the Operating Room at the Ouellette site;

The parties agree the following list identifies the names of the nurses currently able to assist with specialized eye surgeries, and who have agreed to let their name stand to be called in for specialized eye surgeries.

Full-time
Barb Porter
Donna Casagrande
Joslyn Varughese
Linda Donnelly
Per Article F-11 (c) (v): last to be called:
Julie Butcher FT CRN

Additional nurses will be educated and trained to assist with specialized eye surgeries. The list of names above will be reviewed and updated as additional nurses become trained to assist with specialized eye surgeries. The Hospital will send a written notification to the Labour Relations Officer and the Bargaining Unit President of the names of the nurses to be added to the above-referenced list. During each round of bargaining the Agreement will be amended to update the list of names to be used for these call ins.

The parties further agree to the following process for calling in nurses in the Operating Room where a nurse with specialized eye surgery expertise is required:

5. The above list of trained nurses is to be reviewed when a specialized eye surgery is required and if any one of these nurses is working she/he will be assigned to assist with the surgery.
6. Where none of the above listed nurses are working and the need arises to call in a nurse to assist in a specialized eye surgery the following will occur:
 - a. A call-in from the above list of trained nurses will be done using rotating seniority.
 - b. All call-ins are at premium pay for a minimum of four hours or for the length of the call in need, whichever is greater.
 - c. The nurse will not be required to remain at the hospital for any period of time following the surgery. The nurse will not be required to perform any duties outside of the duties associated with the call-in.
 - d. There will be no payment for consecutive weekend premium for such call ins.
7. Except as provided in paragraph 2 above, the collective agreement shall apply for all issues related to the call in.

This consent to alter agreement will form part of the collective agreement which has been renewed effective April 1, 2018. The parties will review this agreement during the next round of bargaining and where the process is to be continued this agreement will be re-signed and appended to the collective agreement.

Dated at Windsor, Ontario, this 1st day of November, 2018.

FOR THE HOSPITAL

Sharon Morris

"Signed"

"Signed"

FOR THE UNION

Margaret Marcotte
Labour Relations Officer

Donna MacInnis

APPENDIX A**PROCESS/PROCEDURES FOR
STAFF REDUCTIONS, LAYOFFS, AND DISPLACEMENTS
UNDER ARTICLES 10.08 – 10.14 OF THE COLLECTIVE AGREEMENT**

The parties agree to the following process/procedures when dealing with all staff reductions/ layoffs/displacements under the Collective Agreement:

1. (a) The Hospital will set up a meeting with the Union to provide no less than the required amount of notice identified in Article 10.08 of the central portion of the Collective Agreement.
 - (b) At the meeting, any and all information related to the staff reductions of the unit(s) will be provided to the Union pursuant to Article 10.08 of the Collective Agreement. In addition, the Hospital will provide the Union with the following:
 - The current unit staffing list in order of seniority.
 - The names of all Nurses on LOA's, WSIB, LTD, MLOA's, Sick Leave, etc.
 - An up-to-date listing – of all vacant FT and PT bargaining unit positions;
 - of all temporary FT and PT vacancies available;
 - of all probationary Nurses;
 - of all Nurses in temporary positions.
 - (c) It is agreed by the parties that at the time of the notice under (a) above, the seniority lists for both full-time and part-time Nurses will be updated and frozen to the date of the notice or the end of the previous pay period, such date to be set at the time of notice of the staff reductions. The revised seniority lists will be provided to the Union as well as to the units of the Hospital so that appropriate choices can be made by those Nurses affected by the unit changes.
2. (a) Prior to identifying the names of Nurses affected by the staff reductions on any unit(s), the Hospital will offer Nurses on the affected unit(s) the option of applying for early retirement and voluntary exit options available pursuant to Article 10.14.
 - (b) The parties agree that any and all LTD, WSIB, MLOA, or Sick Leave vacancies will not be filled on any unit where staff reductions are to take place. These positions will be used to minimize the reductions/displacements/layoffs on a unit until such time as the individual whose position is temporarily vacant returns to her/his position. At that time any further displacements will be identified and processed according to this document. This Agreement does not preclude the Hospital from filling temporary vacancies on units not experiencing staff reductions according to the terms of the Collective Agreement.
3. (a) At the meeting referenced under item 1 above, and after compliance with item 2 above, the parties will identify from the units' staff lists the names of the Nurses to be affected by the staff reduction. At this time a unit staff meeting will be set up as soon as possible with the Unit Manager and Union representation, to review the staff reductions.
 - (b) Once the unit staff meeting has been scheduled, the parties will set up the time frame to be utilized in dealing with the displacement process. Such time frame is to include the following:

- The exact date the letters will be given to all Nurses affected by the staff reductions of the unit(s).
 - The date(s) of the meeting(s) to meet with the individual Nurses affected to identify their choices.
 - The end date for completion of the displacement/layoff process.
 - For those Nurses receiving a layoff notice, the date they can expect to receive their record of employment from the Hospital.
 - Notwithstanding any of the time frames set out above, the whole process for the displacements/layoffs will not extend beyond a thirty (30) day time frame.
4. At the joint unit staff meeting, the unit staff will be provided with all of the information that has been provided to the Union and as well, will be informed of the following:
- That the staff reductions will be done on the basis of seniority.
 - That each Nurse affected will be provided with a letter from the Human Resources Department identifying that they have entitlements under Articles 10.09 of the Collective Agreement.
 - That the letter provided to each Nurse will indicate that the Nurse is expected to familiarize herself/himself with the seniority list to identify which areas her/his seniority and qualifications will permit them to displace to.
 - That the letter will also inform them that they will be contacted in the near future by the Human Resources Department to meet with a representative of Human Resources and the Union to review their entitlements and to identify their choice.
 - It is to be made very clear to all Nurses at the staff meeting that their choice will be made at the meeting with the representative of Human Resources and the Union. Where a Nurse refuses to make any choice once her entitlements have been outlined to her/him, a choice will be made for her/him. Failure of a Nurse to make a choice will result in the Nurse being assigned to a permanent or temporary vacancy within their classification. Where no permanent or temporary vacancy exists within their classification, a displacement choice will be made for the Nurse. Failure of the Nurse to make a choice will not stall the displacement/layoff process.
 - It will also be made very clear to all Nurses that once they have made their choice it will not be changed.
 - Following the meeting with the Human Resources Representative and the Union Representative, the Nurse will receive a letter as soon as possible identifying the person she/he has displaced, the position she has displaced to, and the date she will commence working in the new position. Where a Nurse has chosen a vacant position, or a temporary vacancy, the letter will identify the position, the date she/he will commence working in the new or temporary position, and the date the position will cease for any temporary vacancy.
5. All Nurses displaced in the “chain bumping” process will receive similar letters and information as identified in item 4 above.

6.
 - (a) The Hospital and the Union will formulate full-time and part-time displacement lists to be used during the layoff and displacement process. This list will show the names of the Nurses affected by the initial layoff notice and will list the Nurses according to their bargaining unit seniority.
 - (b) As Nurses are displaced through the “chain bumping” process, their names will be slotted into the list according to their seniority.
 - (c) At the completion of the displacement process, a finalized list will be provided to the Union identifying all Nurses by seniority who were affected by the displacement process, the position they displaced to, and the end date for any temporary positions, and any changes to a Nurse’s status (full-time/part-time).
7. The displacement/layoff process will continue, working from the most senior Nurse on the list as it is revised per item 6 above, until all Nurses affected have met with the Hospital and the Union to make their choice and all displacements are completed.
8. The parties agree that all postings will continue according to the Collective Agreement subject only to Article 10.08(2)(c)(ii) and the following:
 - Where a new or vacant position, which would normally be posted under Article 10.07 of the Collective Agreement, becomes available on any unit which has suffered staff reductions and layoff/displacements as identified under Article 10.08 and 10.09, such new or vacant position is not required to be posted so long as the vacancy occurs within six (6) months of the layoff/displacement as identified in Article 10.09 (b) iii) (B).
 - The vacant or new position is to be offered to the most senior Nurse displaced (full-time to full-time, regular part-time to regular part-time) from that unit. Where the Nurse chooses not to return to her/his former unit, it is then offered on the basis of seniority until all those Nurses displaced within the six (6) month time frame have had an opportunity to return to their former unit.
 - Nurses who decline the opportunity to return to their former units will not be offered any further opportunities to return to their former units within the six (6) month time frame.
 - All new or vacant positions outside the six (6) month time frame, and all new or vacant positions on units where staff reductions/displacements/layoffs have not occurred, are to be posted according to Article 10.07.
9. Where circumstances occur which result in a positive change to the staffing reductions and/or displacements identified in items 1, 2, and 3 above, the following process will be followed:
 - The Hospital will notify the Union of the changes to the initial information received and will provide the Union with a list of those Nurses who would no longer be in a displacement/layoff situation.
 - All Nurses affected by the change who have not yet moved to their new positions will have their notice of displacement/layoff rescinded. As well all Nurses affected by the “chain bumping” process of that Nurse’s displacement will have their notice of layoff/displacement rescinded.

- Nurses who have moved to their new position will be given the opportunity to return to their former unit pursuant to Article 10.09 (b) iii) (B and item #8 above.
 - Where a Nurse who has been displaced declines the opportunity to return to her/his former unit, the Hospital will proceed to offer all Nurses displaced from that unit the opportunity to return to their former unit on the basis of seniority.
 - All lists generated under item 6 above will be amended to reflect the above changes.
10. The parties agree that any changes which occur in the process under item 9 above, will not result in any other displacement/layoff process changes except for those identified in item 9 above, unless those changes result in the recall of Nurses who have been laid off from any employment within the bargaining unit. The parties will not be required to redo those displacements, which have already been finalized and are not directly related to the changes identified in item 9 above.
11. The aforementioned process/procedures will be followed by both parties and are subject to change only with the negotiation and consent of both parties.

**APPENDIX B
VARIATIONS TO NORMAL TOURS OF DUTY
PURSUANT TO ARTICLE F- 4 (B) OF THE COLLECTIVE AGREEMENT**

Adult Day Surgery (O)	Renal Unit (O)	Operating Room (O)	Recovery Room (O)	Emergency Room (O)	Cath Lab (O)	Telemetry (4 Medical) (O)	Day Surgery (M)
0600-1400	0600-1400	0730-1530	0800-1600	0900-2100	0630-1430	1000-2200	0600 – 1400
0630-1430	0600-1600	0900-1700	0830-1630	1100-2300	0630-1830	0900-2100	0630 – 1430
0730-1530	0630-1430	1530-2330	0900-1700	1100-1900	0730-1530	0800-1600	0730 – 1530
0830-1630	0630-1630	2330-0730	0930-1730	1900-0300	0900-2100	1500-1900	0800 – 1600
0800-1600	0700-1700	Eye Room	1000-1800	1000-1800	1000-1800	1900-2300	0900 – 1700
0900-1700	0800-1600	0800 - 1600	1100-1900	1100-1900	1100-1900		1000 – 1800
1000-1800	0900-1700	CRN	1600-2400	GEM	APN		1200 – 2000
1100-1900	0900-1900	0700 - 1700	0830-2030(VV)	0900-1700	0700-1700		
1300-2100	1100-1900		CRN	0700-1700	406 (Cath Lab/CCU) (O)		
Urgent Neuro clinic	1200-2000		0700-1700	0900-1900	0900-2100		
0700-1700	1200-2200			NP			
Combined Med/Surg Clinic	1400-2200	ICU (O)	Maternal Newborn Clinic (M)	0800-1600	ICU (M)	8 West (O)	Telemedicine
0630-1430		NP	0730-1530	0900-1700	NP	0630-1430	0730-1530
0730-1530		0700-1700		1000-1800	0800-2000		0800-1600
0800-1600					0900-1700		0900-1700
0900-1700							0930-1730
IPAC	Endoscopy (M)	Diagnostic Imaging (O)	Diagnostic Imaging (M)	Health Office	CCU (O)	6E / 6 W (O)	1000-1800
0730-1530	0800–1300	0730-1530	0700-1700	0800–1600	1100-2300	0630-1430	1030-1830
	0800–1600	0800-1600				–	1100-1900
	0900–1700	0900-1700					1130-1930
		-					1200-2000
SATC (M)	Medical Day Care (M)	HIV (M)	Women’s Health Clinic (M)	Family Birthing Centre (M)	Education (M)	Lactation Consultant	Cancer Centre (M)
0800-1600	0800–2000	0830-1630	0800–1600	1100–2300	0800–1600	0730-1530	0730–1530
	0900-2100	0900 – 1700				0900-1700	0800–1600
		1000 – 1800					0830–1630
Operating Room (M)	PACU (M)	Ambulatory Care (M)	Cysto Urology Clinic (M)	Emergency (M)	Pediatrics (M)	Diabetic Clinic (M)	0900–1700
0730-1530	0800–1600	0730–1530	0630–1430	1100–2300	0600–1400	0730-1530	0930–1730
0900–1700	0900–1700	0800–1600		1000-2200	1000-1800	0900-1700	1000–1800
Charge	0930–1730	0800–1200		GEM	1100-1900	0800-1600	Brachytherapy
0630-1630	1030-1830	0800–1300		0700-1700	Metabolic Clinic	1000-1800	0630-1430
	1600-2400	0830-1630		NP	0800-1600	1300-2100	Radiation
	Charge	1200–1600		0700-1700	Oncology clinic		0730-1730
	0700-1700	1300–1700		1000-2000	0800-1600		
				1400-2400	0830-1630		

APPENDIX C

RETURN TO WORK LETTER

(Date)

(Name and Address)

Dear _____

Re: Medical Leave of Absence – Important Information Regarding Your Return to Work

We hope this letter finds you well and we are looking forward to your return to Windsor Regional Hospital upon the conclusion of your medical leave.

This letter is intended to provide you with important information you need to know to assist with your return to work. Please take a moment to carefully review the contents of this letter.

Your medical leave of absence commenced on _____. You have now been off work for thirty (30) days or more.

Our Employee Health department will require medical documentation in advance of your return to work in order to ensure we can assist you with safely, expeditiously and successfully returning to your position.

When your treating physician recommends you are ready to return to work medical documentation must be provided to our Employee Health department and the documentation needs to contain the following information:

- Date you are able to return to work
- Whether you are able to return to all of your regular duties or an outline of any work restrictions that you may have. If work restrictions are identified your treating physician must provide a duration for the restriction(s)
- Whether you are able to return to your regular full-time hours or your normal part-time schedule, whichever is applicable. If you are not able to return to your normal hours of work a graduated work schedule is to be provided.

Once the information is reviewed by the Employee Health team you will be contacted and if modifications to your work or your hours of work are necessary a meeting will be scheduled with your ONA representative. If the Employee Health department requires further information or has concerns regarding the information you have provided your ONA representative will be notified and you will be provided with a letter detailing what further information is required and you will be required to take the letter to your physician. Your physician will be required to respond, in writing, to the Employee Health department to address the request.

Once the Employee Health team has received the additional medical documentation you will be contacted about your return to work.

We have sent you this letter so you will understand what will be required of you when you are ready to return to work and to ensure you can make the necessary arrangements to obtain the medical documentation that is required. Please be sure to submit your medical documentation in a timely manner to our Employee Health team to commence the return to work process and avoid unnecessary delays.

All information submitted to our Employee Health team is kept in your confidential medical file. The only information shared with your department is the return to work date and details regarding any restrictions if you require any.

If you have any questions about this letter, please do not hesitate to contact the Employee Health department at either ext. 75160 or 52802.

As always, we wish you good health,

Employee Health Department

Cc: ONA President and RTW Representative