

**APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

CHILDREN'S HOSPITAL OF EASTERN ONTARIO
(Hereinafter referred to as "the Hospital")

And:

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

Expiry Date: March 31, 2018

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APPENDIX 3 – SALARY SCHEDULEHourly RatesGraduate Nurse

Effective Date	April 1, 2016	April 1, 2017
Start	\$30.37	\$31.10
1 year	\$30.84	\$31.27
2 years	\$31.29	\$31.73
3 years	\$32.84	\$33.30
4 years	\$34.39	\$34.87
5 years	\$36.32	\$36.83
6 years	\$38.23	\$38.77
7 years	\$40.17	\$40.73
8 years	\$43.10	\$43.70
25 years	\$43.69	\$44.30

Registered Nurse

Effective Date	April 1, 2016	April 1, 2017
Start	\$31.45	\$32.21
1 year	\$31.91	\$32.36
2 years	\$32.45	\$32.90
3 years	\$34.04	\$34.52
4 years	\$35.66	\$36.15
5 years	\$37.66	\$38.19
6 years	\$39.68	\$40.24
7 years	\$41.72	\$42.30
8 years	\$44.68	\$45.31
25 years	\$45.47	\$46.11

Hourly RatesClinical Leader / Clinical Educator/ Neonatal Transport RN

Effective Date	April 1, 2016	April 1, 2017
Start	\$32.70	\$33.49
1 year	\$33.18	\$33.64
2 years	\$33.74	\$34.21
3 years	\$34.76	\$35.25
4 years	\$37.13	\$37.65
5 years	\$39.24	\$39.79
6 years	\$41.35	\$41.93
7 years	\$43.42	\$44.03
8 years	\$46.52	\$47.17
25 years	\$47.36	\$48.02

Perinatal Education Co-ordinator / Neonatal Advanced Nurse / Advance Practice Nurse

Effective Date	April 1, 2016	April 1, 2017
Start	\$34.68	\$35.52
1 year	\$35.18	\$35.67
2 years	\$35.83	\$36.33
3 years	\$37.75	\$38.28
4 years	\$39.62	\$40.17
5 years	\$41.91	\$42.50
6 years	\$44.19	\$44.81
7 years	\$46.43	\$47.08
8 years	\$49.78	\$50.48
25 years	\$50.67	\$51.38

Nurse Practitioner / RN Extended Class

Effective Date	April 1, 2016	April 1, 2017
Start	\$47.80	\$48.47
1 year	\$49.40	\$50.09
2 years	\$51.09	\$51.81
3 years	\$52.85	\$53.59
4 years	\$54.68	\$55.45
25 years	\$55.47	\$56.25

APPENDIX 4 - SUPERIOR CONDITIONS

(Applies to Full-time Registered Nurses only)

Education Allowance

Registered Nurse shall receive recognition for educational preparation:

*	(a) Six months Post Graduate Nursing Course or Nursing Unit Administration Course	\$ 15.00
**	(b) One year University Course	\$ 40.00
	(c) B. Sc.N. Degree	\$ 80.00
	(d) Master's Degree – Nursing	\$120.00

* The special preparation payment will be made only to those employed in a capacity utilizing this course.

** A one year university course shall be recognized only if it is a full time year completed toward the B.Sc.N. Degree, or if it is a Nursing course in which a certificate or diploma is granted.

The Hospital will pay the above mentioned monthly increments providing:

- i) Proof of standing must be submitted by the Registered Nurse to the Human Resources Department and a copy placed on their HR file.
- ii) There shall be no pyramiding of benefits
- iii) Payment of the increment shall commence at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired Registered Nurse who is qualified for an educational increment on her date of hiring shall be paid from that date.
- iv) The allowance shall be separate from the registered nurse regular hourly rate, shall be calculated on an hourly basis, and shall be paid each pay period.

Example: $\$80 \times 12 =$ annual allowance divided by 1950 = hourly education bonus rate in dollars.

APPENDIX 4 - SUPERIOR CONDITIONS

(Applies to Part-time Registered Nurses only in accordance with the note to Article 15.08 of the Central Agreement)

Paid Holidays

- (a) i) If a part-time Registered Nurse was employed and worked for twelve (12) of twenty-eight (28) days immediately preceding the statutory holiday, but does not work the statutory holiday, she will receive regular pay for that statutory holiday provided she completes her full scheduled tour on each of the working days immediately preceding and following the statutory holiday. When regular scheduled hours vary, payment will be based on the average number of hours worked in the preceding twenty-eight (28) day period, not to exceed seven and one-half (7.5) hours paid at regular rates of pay.
- ii) Part-time Registered Nurses scheduled to work extended hours (11.25) shall be paid for the statutory holiday not worked if a total of ninety (90) hours or more have been worked in the preceding twenty-eight (28) days. Registered nurses will be paid their regular rate for seven and one-half (7.5) hours under the same terms and conditions for payment as stated in (a)(i) above.
- (b) i) A regular part-time Registered Nurse who has successfully completed her probationary period is entitled to the paid float holiday if scheduled and has met the conditions set forth in (a) (i) and/or (a)(ii) above.

Education Allowance

Registered Nurses shall receive recognition for Education preparation:

*	(a) Six months Post Graduate Nursing Course or Nursing Unit Admin. Course	\$15.00
**	(b) One Year University Course	40.00
	(c) B.Sc. N. Degree	80.00
	(d) Master's Degree - Nursing	120.00

* The special preparation payment will be made only to those employed in a capacity utilizing this course.

** A one year university course shall be recognized only if it is a full time year completed toward the B.Sc.N. Degree, or if it is a Nursing course in which a certificate or diploma is granted.

The Hospital will pay the above mentioned monthly increments providing:

- i) Proof of standing must be submitted by the Registered Nurse to the Human Resources Department and a copy placed on their HR file.
- ii) There shall be no pyramiding of benefits.

- iii) Payment of the increment shall commence at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired Registered Nurse who is qualified for an educational increment on her date of hiring shall be paid from that date.
- iv) The allowance shall be separate from the registered nurses regular hourly rate, shall be calculated on an hourly basis, and shall be paid each pay period.

Example: $\$80 \times 12 = \text{annual allowance}$ divided by 1950 = hourly education bonus rate in dollars.

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A – RECOGNITION

- A.1 The Hospital recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by CHEO save and except, Occupational Health and Safety Nurse, the Director Infection Control, the Director of Education Services, the Continuing Care Co-ordinator, Operations Director, and persons above the rank of Operations Director.

ARTICLE B - MANAGEMENT'S RIGHTS

- B.1 Except as specifically limited or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation with the rights of Management.
- B.2 Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function and right of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Select, hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline Registered Nurses, provided that a claim by a Registered Nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as provided herein;
 - (c) Direct the working forces, plan, direct and control the operation of the Hospital; introduce new and improved methods, facilities and equipment; determine the amount and type of supervision necessary, combining or splitting up of departments, work schedules, establishment of standards and quality of care, determine the extent to which the Hospital will be operated and the increase or decrease in employment by type in whole or in part;
 - (d) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital, to the general public, in the community served, to operate efficiently and with the highest standards of service.
 - (e) Make and enforce and alter from time to time reasonable rules, policies and regulations to be observed by the Registered Nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer will advise the Union of any changes in rules, policies and regulations in advance.
- B.3 The Hospital agrees that in exercising its rights, it will do so in a manner not inconsistent with the provisions of this Agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

C.1 Registered Nurse Representatives

It is understood and agreed that representatives and committee members set forth in Article 6 include representatives and committee members from the bargaining unit.

There shall be at least one (1) representative from each of the following units: Mental Health (6E, 6N, Eating Disorders Program), Perioperative Services (Post Anesthesia Care Unit, Operating Room, Day Care Surgery), Medicine and Inpatient Surgery (4 E/W, 4N, 5E), Emergency & Pediatric Intensive Care Unit, Neonatal Intensive Care Unit, Ambulatory Care, Float Team, Medical Imaging, Champlain Maternal Newborn Regional Program, Nursing Practice and Education, Connected Care.

If a registered nurse representative is transferred from one area to another within the bargaining unit, she shall continue to be recognized by the Hospital as the representative of the area from which she was transferred for one (1) further month for the purpose of processing any grievance which she was handling at the time of her transfer.

C.2 Grievance Committee

There shall be up to four (4) Registered Nurses on the Grievance Committee, plus a chairperson.

C.3 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of four (4) Registered Nurses from the Union including the Bargaining Unit President or designate; and four (4) from the Hospital including the Chief Nursing Officer or designate.

C.4 Negotiating Committee

The Committee shall be comprised of not more than two (2) Full-time Registered Nurses and two (2) Part-time Registered Nurses and the Bargaining Unit President.

C.5 Joint Occupational Health and Safety Committee

Recognizing its responsibilities under the applicable legislation, the Hospital agrees to recognize as members of its Joint Occupational Health and Safety Committee, three (3) Registered Nurses elected or appointed by the Union from amongst bargaining unit registered nurses.

The Joint Occupational Health and Safety Committee shall elect a chairperson once every year from amongst the Committee members, and secretarial services shall be provided by the Hospital Recording Secretary. If in the event one of the ONA representatives is elected as the Workers' Co-Chair, then ONA will have the right to select an individual to replace that individual in his/her capacity as a voting representative.

C.6 Presentation

A 30 minute presentation shall be scheduled in advance during the newly hired Registered Nurse's Hospital Orientation Program.

C.7 Professional Development Committee

There shall be a professional development committee at the Children's Hospital of Eastern Ontario composed of at least two (2) representatives appointed by the Union, one of whom shall be the Bargaining Unit President or designate and at least two (2) members of the Hospital one of whom shall be the Chief Nursing Officer or designate and one Human Resources representative.

C.8 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable 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 up to a maximum of thirty (30) normal or extended tours per fiscal year.

C.9 Union Executive Leave

- (a) The Bargaining Unit President will be granted two (2) scheduled extended tours of eleven point two five hours (11.25) hours per month by the Hospital to assist in the provision of labour relations between the parties at the Hospital. She or he will be paid at his or her regular straight time hourly rate for the tours. Should the Bargaining Unit President be required to attend meetings on her or his scheduled day off, that meeting time will be paid at the appropriate rate.
- (b) The designated Occupational Health and Safety representative will be paid for one (1) scheduled eleven point two five (11.25) hours per month by the Hospital. The purpose of the paid time is to assist with the scheduling of meetings with the Hospital. She or he will be paid at her or his regular straight time hourly rate for the tours.
- (c) Should the Bargaining Unit President or designated Occupational Health and Safety representative be required to attend meetings on his or her scheduled day off that meeting time will be paid at the appropriate rate.

ARTICLE D – SCHEDULING PROVISIONS

D.1 (a) Normal Daily Tours

07:30 to 15:30 - Day Tour
 15:30 to 23:30 - Evening Tour
 23:30 to 07:30 - Night Tour

The scheduling of meal periods and coffee breaks shall be determined by the supervisor.

(b) Normal Daily Tours for Extended 11.25 Hours

07:30 to 19:30 - Day Tour
19:30 to 07:30 - Night Tour

The scheduling of meal periods and coffee breaks shall be determined by the supervisor.

- (c) Prior to altering the starting or finishing times in any Unit, or prior to introducing different tours on a Unit other than as designated above, the Bargaining Unit President shall be notified. The nurses on the Unit will be consulted for input and comments prior to implementation.

D.2 Normal Daily Tours - Scheduling Objectives

The scheduling objectives and formulation of working schedules set forth below are designed to permit flexibility and encourage individual responsibility on the part of the Registered Nurse and the Hospital. The Employer agrees to endeavour to implement and maintain the following regulations in the formation of working schedules for the normal daily tour of duty:

- (a) Rotations will be prepared for six (6) week periods.
- (b) Rotational schedules will be posted at least four (4) weeks prior to the beginning of a rotation.

The Hospital shall post July and August rotations by June 1, to a maximum of twelve (12) weeks (i.e. 2 rotations). The Hospital shall post the Christmas rotation by November 1st.

- (c) Request for specific days off by Registered Nurses must be submitted in writing to the Director, or her designate, three (3) weeks prior to the posting of the rotation schedule. Requests will not be unreasonably denied.
- (d) When Registered Nurses are willing to exchange days off or tours of duty, requests for change in posted rotation schedule and the name of the Registered Nurse who has accepted to exchange days off or tours of duty must be approved by the Director or designate and documented in their area of work. The Hospital will endeavour to accommodate such requests. Nurses normally will receive approval or denial of their request to exchange tours of duty or days off via email within seventy-two (72) hours of the receipt of the request.
- (e) It is agreed that an employee's indication of availability for additional shifts under this provision does not waive the employee's right to premium payment that may be applicable unless a written request for weekend work has been provided to the employer.
- (f) The Hospital will give at least two weekends off in four. A weekend shall be defined as at least fifty-six (56) consecutive hours from completion of the Friday day or evening tour. However, the Hospital will endeavour to continue its present practice of giving one weekend off in two.

A Registered Nurse shall receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and subsequent consecutive weekend except where:

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

(g) There will be no split tours scheduled unless by mutual consent.

(h) At least sixteen (16) hours time off when tours of duty are changed and at least forty-eight (48) hours time off following a period of night duty when tours of duty are changed. Where such a minimum is not granted, premium payment will apply to those hours falling within either the sixteen (16) or forty-eight (48) hour period as the case may be except where:

- i) such tour has been worked by the registered nurse to satisfy specific days off requested by this registered nurse;
- ii) such tour is worked as a result of an exchange of tours with another registered nurse;
- iii) the Registered Nurse volunteers in writing to work such tour.

It is understood that this provision applies to tours with flexible start times in areas covered by Article F.4 (b).

(i) (A) No Full-time or Part-time nurse will be scheduled to work more than six (6) consecutive tours except at the written request of the Registered Nurse concerned, and with the written agreement of the Director that has been copied to the Union by the nurse requesting the consecutive tours. In the absence of such agreement, premium pay will apply for the seventh (7th) and consecutive tours until the Registered Nurse is granted a day off.

(B) There will be no change of scheduled tour more than once every seven (7) days unless mutually agreed in writing between the Registered Nurse and her immediate supervisor and copied to the Union by the nurse requesting the change.

(j) A Registered Nurse may request the Director to consider changing her schedule to a specific tour on a permanent basis. It is the decision of the Director whether or not this request can be complied with. Such requests must be made in writing.

(k) The following provisions are only applicable to full-time nurses:

(i) A Registered Nurse will be scheduled off at least four (4) days in any two week pay period including at least one period of two (2) consecutive days and a minimum of single days off.

- (ii) A Registered Nurse who is not normally scheduled to work permanent evenings or nights will work at least 50% of her time on the day tour.
- (iii) The Hospital will continue to maintain its current practice of working either day/evening or day/night rotations.

D.3 Extended Tours - Scheduling Objectives

- (a) The Hospital will schedule at least one (1) in two (2) weekends off. A weekend shall be defined as at least fifty-six (56) consecutive hours from 2330 h Friday.

A Registered Nurse shall receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and subsequent consecutive weekend except where:

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

It is agreed that an employee's declaration of availability for additional shift or shifts under this provision does not waive the employee's right to premium payment that may be applicable unless a written request for weekend work has been provided to the employer.

- (b) Where it is current practice, the Hospital will endeavour to continue to schedule Registered Nurses so that they may have two (2) weekends off in three (3). The Hospital reserves the right to change this practice based on unit needs from time to time provided any such changes are discussed in advance with the Registered Nurses concerned.
- (c) A full-time Registered Nurse who is not normally scheduled to work permanent evenings or nights will work at least fifty percent (50%) of her time on the day tour.
- (d) All other scheduling regulations that apply to Registered Nurses working a regular daily tour provided in D.2 (a) to (e) apply to Nurses working extended tours.
- (e) At least twelve (12) hours' time off when tours of duty are changed and at least forty-eight (48) hours' time off following a period of night duty when tours of duty are changed. Where such a minimum is not granted, premium payment will apply to those hours falling within either the twelve (12) or forty-eight (48) hour period as the case may be except where:
 - i) such tour has been worked by the registered nurse to satisfy specific days off requested by this registered nurse;

- ii) such tour is worked as a result of an exchange of tours with another registered nurse;
- iii) the Registered Nurse volunteers in writing to work such tour.

It is understood that this provision applies to extended tours with flexible start times in areas covered by Article F.4 (b).

- (f) Hours will be averaged over a six (6) week period. Time off will be averaged over a six (6) week schedule with a minimum of two (2) tours off per week.
- (g) A Registered Nurse will not be scheduled to work more than three (3) consecutive days, except at the written request of the Registered Nurse concerned, and with the written approval of the Director.
- (h) There will be no change of scheduled tours more than once every seven (7) days unless mutually agreed between the Registered Nurse and her immediate supervisor.

D.4 The Hospital will endeavour to keep the number of tours comprised of four (4) hours to a reasonable level.

- (a) No regular part-time Registered Nurse shall be scheduled solely on tours which are comprised of four (4) hours in any pay period except where such arrangements are agreed to by the Registered Nurse and except in units of the Hospital where the routine hours of operation are less than 7.5 hours.
- (b) The Hospital and the Union agree that additional four (4) hour tours will be treated as extra available work and will be distributed according to article D.8.

D.5 (a) Where a master rotation schedule is changed due to a permanent long-term layoff, or there is an addition of new full-time or part-time positions, the employees on the affected unit will be provided with ninety (90) days notice that their master rotation may be amended.

(b) Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority. Job share partners will use the seniority of the senior partner for the purpose of line selection.

(c) Individual lines on a master rotation shall not be changed without prior discussion between the employee affected and her or his immediate supervisor. Where an employee has complained to her or his Manager about a schedule and the Union requests a copy of the applicable schedule, the Manger shall provide a copy to the Union.

D.6 Christmas Break

The Hospital agrees to schedule a minimum of five (5) consecutive tours off for Registered Nurses during the Christmas or New Years period so that Registered

Nurses will have either period off. For the purpose of time off, Christmas shall include December 24, 0730 hrs to December 26, 2330 hrs and New Years shall include December 31, 0730 hrs to January 2, 0730 hrs. The Hospital may waive scheduling requirements during the period from December 15 to January 15.

The scheduling of time off at Christmas or New Years shall be done on a nursing unit basis taking into account the registered nurses' preference. It is expected that registered nurses will alternate working Christmas and New Year's. Where a dispute arises a registered nurse shall work the opposite period from the last year. When extra time off is available, it shall be offered by seniority to interested registered nurses.

D.7

(a) Banked Time

Where a Registered Nurse chooses equivalent time off for premium payment, such time off must be taken at a time that is agreed mutually by the Registered Nurse concerned and the Director. Registered Nurses cannot accumulate more than seventy-five (75) hours of banked time.

When a Registered Nurse has already accumulated the maximum of seventy-five (75) hours, should the nurse be required to work overtime, such overtime hours will automatically be paid. Banked overtime hours for the previous fiscal year ending March 31st that has not been taken by the end of the first quarter of the new fiscal year, June 30th, will be paid out to the Registered Nurse at the earned rate. Banked Time may be requested at any time and may be requested prior to requesting vacation time.

- (b) When a registered nurse transfers from regular part-time to full-time status, the Employer will pay the overtime accrual bank automatically inclusive of the 13% in lieu of fringe benefits.
- (c) Where a part-time nurse has worked a regular shift not subject to premium pay the nurse may request in writing by indicating on the sign in sheet that such time be banked time equivalent to one (1) shift's accumulation. The nurse may request the banked time which must be taken within ninety (90) days from the end of the pay period in which the time banked was earned or payment shall be made at the rates in effect at the time it was earned.

D.8

Extra available work shall be offered to nurses who have declared their availability in descending order of seniority according to the following protocol:

- (a) Unit regular part-time Registered Nurses, including job share Registered Nurses on their scheduled days off (including staff in temporary positions);
- (b) Unit casual Registered Nurses;
- (c) Unit job share Registered Nurses covering for their partners on their partner's scheduled day on;
- (d) Regular part time Registered Nurses from other units (provided they are qualified to perform the work);
- (e) Casual Registered Nurses from other units (provided they are qualified to perform the work);

The Hospital will not be required to offer tours that would result in premium pay. Where a part-time nurse has worked and/or is scheduled to work seventy-five (75) or more hours in a pay period, s/he will not be offered extra available work under this article. Where such tours are offered, they shall be offered in accordance with Article D.9.

- D.9 Premium Pay Shifts will be offered to all Unit Registered Nurses. All Unit Registered Nurses will be called in descending order of seniority, according to the following protocol:
- (a) Full-time Registered Nurses
 - (b) Regular Part-time Registered Nurses
 - (c) Casual Registered Nurses
- D.10 Where the Hospital requires that the employee remain at the Hospital during an unpaid break, the employee shall be paid at the appropriate rate.

ARTICLE E – PART-TIME SCHEDULING

- E.1 The Scheduling provisions in Article D will apply to Regular Part-Time nurses including the following:
- (a) Day tours shall be equally distributed amongst Registered Nurses interested in working days.
 - (b) Registered Nurses who were hired to work three (3) tours will continue to do so.
 - (c) All new Registered Nurses hired may be required to work three (3) tours.
- E.2 Where a Part-time Registered Nurse is scheduled to work on a weekend preceding or succeeding a paid holiday which falls on a Monday or Friday, upon the nurse's written her request two weeks in advance of the schedule production that includes the Holiday, the Hospital will endeavour to allow the nurse to work on the paid holiday as well.
- E.3 Availability
- (a) A regular part-time Registered Nurse will declare availability for additional shifts every six (6) weeks prior to the posting of the rotation. Regular part-time Registered Nurses will update their availability for additional shifts once the schedule has been posted. It is the responsibility of the Registered Nurse to amend any changes to his/her availability.
 - (b) A casual part-time Registered Nurse will declare their availability for work minimally every six (6) weeks. It is the responsibility of the Registered Nurse to amend any changes to his/her declared availability.
 - (c) It is agreed that an employee's declaration of availability for additional shift or shifts under this provisions does not waive the employee's right to

premium payment that may be applicable unless a written request for weekend work has been provided to the employer.

- E.4 Regular part-time nurses may be scheduled additional hours based on their declared availability up to seventy-five (75) hours in a pay period, prior to casual nurses being scheduled for hours.

ARTICLE F – INNOVATIVE SCHEDULING

F.1 Introduction and Discontinuation of Extended Tours

The introduction or discontinuance of extended tours shall be discussed with the nursing staff on the affected unit(s) and shall be determined by a secret ballot vote conducted jointly by the Hospital and the Union prior to implementation, after a six month trial period and not more frequently than every three years thereafter, as follows:

To implement extended tour - requires 75% of the Registered Nurses affected that vote to commit themselves to work the extended tour;

To discontinue extended tour - requires 50% + 1 vote of the Registered Nurses that vote actually working extended tours.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of extended tour rotations. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel an extended tour schedule if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Union in advance any such cancellations.

It is understood and agreed that the vote referred to herein above refers to a combined vote of the full-time and regular part-time registered nurses.

F.2 (a) Introduction and Discontinuation of Mixed Rotation

A mixed rotation is defined as one where a number of the registered nursing staff on a unit work regular tours, while others work extended tours.

The introduction or discontinuation of a mixed rotation (12 hours/ 8 hours) shall be discussed with the nursing staff on the affected unit(s) and the local Union executive: and shall be determined by a secret ballot vote conducted jointly by the Hospital and the Union, following a six month trial period and not more frequently than every three (3) years thereafter.

To implement a mixed rotation requires seventy-five percent (75%) of the registered nurses affected that vote to commit themselves to working from within a mixed rotation.

To discontinue a mixed rotation requires fifty percent plus one (50% + 1) one vote of the registered nurses affected.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of the Mixed Rotation. The parties will meet to discuss the

discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel a mixed rotation schedule if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Union in advance any such cancellations.

It is understood and agreed that the vote referred to above refers to a combined vote of the full time and regular part time registered nurses.

(b) Scheduling Objectives for Mixed Rotations

When scheduling of extended tours occurs on a unit that has voted for a mixed rotation, Article D will apply. For those working Normal Daily Tours on a unit that has voted for a mixed rotation, Article D will apply.

Extra available tours will be offered according to Scheduling Provisions of the Appendices to the Collective Agreement, with the right to accept 8 hour tours recognized as integral on a unit where a mixed rotation vote has been successful.

When a normal tour position becomes available, it will be posted as a normal tour position. When an extended tour position becomes available, it will be posted as an extended tour position. Newly created positions will be posted as normal tours or extended tours according to the needs of the unit.

F.3 (a) Introduction and Discontinuation of Hybrid Rotation

A hybrid rotation is defined as one where each of the registered nursing staff on a unit work a combination of normal tours and extended tours. A full time nurse will be scheduled for two hundred and twenty-five (225) hours over a six (6) week rotation.

The introduction or discontinuation of a hybrid rotation shall be discussed with the nursing staff on the affected unit(s) and the Local Union executive; and shall be determined by a secret ballot conducted jointly by the Hospital and the Union. Such vote shall not be held more frequently than every three (3) years thereafter.

To implement a hybrid rotation requires seventy-five percent (75%) of the registered nurses affected that vote to commit themselves to working a hybrid rotation.

To discontinue a hybrid rotation requires fifty percent plus one (50% + 1) vote of the registered nurses affected.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of the Hybrid Rotation. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel a hybrid rotation if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Union any such cancellations.

It is understood and agreed that the vote referred to above refers to a combined vote of the full time and regular part time registered nurses.

(b) Scheduling Objectives for Hybrid Rotations

When scheduling of extended tours occurs on a unit that has voted for a hybrid rotation the scheduling provisions related to extended tours apply. When scheduling of normal tours occurs on a unit that has voted for a hybrid rotation the scheduling provisions for regular tours apply.

Nurses shall not be scheduled to work more than thirty-seven and one-half (37.5) hours of consecutive combined tours or three (3) extended tours or six (6) regular tours, without being scheduled for a day off, except at the written request of the Registered Nurse and with the written agreement of the Director copied to the Union. In the absence of such written agreement, premium pay will apply for additional hours in excess of thirty-seven and one-half (37.5) hours of consecutive combined tours or three (3) extended tours or six (6) regular tours, until the nurse is granted a day off.

Extra available tours will be offered according to the scheduling provisions of the Appendices to the Collective Agreement with the right to accept eight (8) hour tours recognized as integral on a unit where a Hybrid Rotation vote has been successful.

F.4 (a) Flexible Hours

Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned above. Flexible hours are hours which average thirty-seven and one-half (37 ½) hours per week, over a six (6) week schedule, as determined by the Hospital. Flexible hours may be implemented following consultation with the Union, to meet patient care needs or to allow the Registered Nurse to facilitate the performance of her nursing duties.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of Flexible Hours. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel Flexible Hours if in its opinion it is not seen to be efficient or effective. The Hospital will discuss with the Union any such reasons for the cancellation.

- (b) The Hospital and the Union recognise that the Hospital has unique needs that may require flexible start times. Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned in Article D above. Nurses working flexible start times will work seven and one-half (7.5) hour tours or eleven and one quarter (11.25) hours tours and their hours of work shall average thirty-seven and one-half (37.5) hours per week, over a six (6) week schedule, as determined by the Hospital.

The start time for these areas shall vary. Flexible start times may be implemented, following consultation with the Union, to meet patient care needs or to allow the Registered Nurse to facilitate the performance of her nursing duties.

The following specialty areas have flexible start times:

Infection Prevention and Control, Vascular Access Team, Emergency, Medical Imaging, Perioperative Services, Ambulatory Care, Discharge Planning, Medical Day Unit.

Clinical Educators, Nurse Practitioners and Advanced Practice nurses will have their hours of work averaged over one year.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of Flexible Start Times. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel Flexible Start Times if, in its opinion, it is not seen to be efficient or effective. The Hospital will discuss with the Union any such cancellation.

F.5 2 Day / 2 Night / 5 Off Schedule

The introduction and discontinuation of the 2D/2N/5 Off rotation shall be approved by the Director and will only be implemented when agreed upon and worked by groups of nine (9) full-time nurses. There must be at least nine (9) full time nurses who declare their interest in writing to work this rotation. Where more than the required numbers of full-time nurses express interest, the selection shall be made in order of seniority.

- (a) Nurses shall not be required to work more than four (4) tours in a row. If a nurse works a 5th tour, she will receive pay at premium rates for all hours worked on the fifth and consecutive successive tours.
- (b) Nurses will not be scheduled to work more than three consecutive weekends. If a nurse works on a fourth weekend, she/he will be paid at premium rates for all hours worked on the fourth (4th) and consecutive weekend.
- (c) To ensure that 2D/2N/5 off rotations provide 1950 hours in each calendar year the following will apply to permanent full-time nurses:
 - i) All paid holidays will be scheduled into the rotation in accordance with Article H.2; and,
 - ii) Two (2) additional 11.25 hour tours will be scheduled within a calendar year.
- (d) Where a vacancy occurs in the 2D/2N/5 off schedule, the line will first be offered to the other nurses on the unit who have expressed an interest in working this schedule, in accordance with seniority.
- (e) It is understood that full-time, regular part-time and casual nurses are eligible to fill temporary full-time vacancies in 2D/2N/5 off rotations in accordance with Article 10.07(d).
- (f) Should a nurse working this schedule prefer to return to a standard rotation, s/he will forward the request, in writing, to the Director. The Director or delegate will advise the unit nurses of the request. Full-time nurses will

indicate in writing their interest in working this schedule, and the most senior nurse interested will switch rotations at the beginning of the next rotation. Where there is no interest expressed, then the 2D/2N/5Off schedule will revert to a standard schedule for the requesting nurse and the 8 most junior nurses at the beginning of the next rotation.

- (g) The Hospital will provide the Union with ninety (90) days written notice of discontinuation of the 2 Day 2 Night rotation. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel the 2 Day 2 Night rotation if, in its opinion, it is not seen to be efficient or effective. The Hospital will discuss with the Union any such cancellation.
- (h) Regular part-time and casual nurses working in temporary full-time 2D/2N/5 off rotations, will be scheduled to work twenty (20), 11.25 hour shifts in every six (6) week rotation.

F.6 Job Sharing

- (a) The Union and the Employer agree to implement job-sharing whereby one Full-time equivalent position will be shared by not more than two (2) Registered Nurses. The number of job share positions on the work unit may be introduced based on the following:
 - i) Where there are five (5) to fifteen (15) Full-time positions on a work unit, the number of job sharing positions will not exceed one (1) position.
 - ii) Where there are sixteen (16) to twenty-five (25) Full-time positions on a work unit, the number of job sharing positions will not exceed two (2) positions.
 - iii) Where there are twenty-six (26) or more Full-time positions on a work unit, the number of job sharing positions will not exceed three (3) positions.
- (b) The Registered Nurses involved in job sharing are entitled to all the terms of the part-time collective agreement except those that are specifically referenced as follows:

Scheduling

- i) The Registered Nurses in a job shared position must accept the conditions and agree to cover for the scheduled hours of a full-time rotation.
- ii) Posted schedules for job sharers will be based on a full-time schedule, which will conform to the scheduling provisions of the full-time collective agreement.
- iii) The division of the scheduled tours shall be determined by mutual agreement of the two Registered Nurses and the Director or delegate of the unit.

- iv) Job sharers shall only be required to work the number of paid holidays that a full-time Registered Nurse would be required to work.
- v) Job sharers are expected to cover for each other during vacation.
- vi) Whenever possible, job sharers will be required to cover for their partners for absences not expected to exceed fourteen (14) calendar days due to illness or accident or other leave of absence. It is the responsibility of the partners to contact each other to arrange the coverage and to advise the Manager accordingly. If, because of unavoidable circumstances, one cannot cover the other, the absent job sharer will notify the staffing office and the Manager. The staffing office will book coverage.
- vii) For absences expected to exceed fourteen (14) calendar days but not greater than sixty (60) calendar days, the remaining job sharing partner shall be given the option of covering the leave. If the remaining job sharer cannot cover the leave, the Hospital will apply Article 10.07 (d) of the Central Collective Agreement.
- viii) In the event that one member of the job sharing arrangement goes on Maternity Leave or other leaves of absence pursuant to Article 11 of the Central Full-time and Part-time Agreements and the remaining job sharer cannot cover the leave, the Hospital will apply Article 10.07 (d) of the Central Collective Agreement.

(c) Implementation

To initiate the job sharing process, Registered Nurses who are interested in job sharing their full-time position will advise their Director in writing and the successful candidate will be chosen by the Director on the basis of seniority. The successful candidate will assume his/her half of the position without having his/her half of the position posted.

The other half of the job sharing position will be posted and the selection process will include similar levels of clinical experience and proficiency.

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 established criteria related to job postings in the Collective Agreement.

If one of the job sharers leaves the arrangement, his/her position will be posted. If there is no successful applicant for the position, the shared position must revert to a full-time position.

The remaining Registered Nurse will have the option of continuing the full-time position or reverting to a casual position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

(d) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) 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.

F.7 Individual Special Circumstance Arrangements

The Hospital and the Union agree to implement individual special circumstance schedules pursuant to Article 13.05 of the collective agreement. Such arrangement(s) will be documented by a Letter of Understanding. The Hospital will provide to the Union a list of all individuals on an approved Individual Special Circumstance schedule in January each year.

F.8 Unit Weekend Schedule

If the Union and the Hospital agree to implement unit weekend schedules according to Article 13.04 of the Collective Agreement, they shall follow the following protocol:

- (a) The introduction of each unit weekend schedule will be subject to the written, mutual agreement of the Union and the Hospital;
- (b) Where the Hospital identifies a need for a Unit Weekend Schedule or where the Union or a Registered Nurse makes a specific request for a unit weekend schedule, the Hospital will advise the Union and a meeting will be arranged within one calendar week;
- (c) The manner in which the position is filled or the schedule is altered will be described at the meeting and will be reduced to writing, including any agreement to waive or modify posting or other provisions, if any, in the Collective Agreement;
- (d) The two extended tours will be scheduled between 19:30 Friday and 07:30 Monday. Weekend workers may, in accordance with normal unit shift exchange practice, exchange extended tours with another Registered Nurse during the weekend hours only;
- (e) The 7.5 hour tour will normally be scheduled on Friday or Monday. Subject to the normal shift exchange practices of the Unit the nurse may exchange this tour with any other nurse who is working a 7.5 hour tour.
- (f) When one Party does not agree with the other Party's proposal, it will inform the other within one calendar week of the meeting and will provide written reasons to the other Party within two calendar weeks of the meeting. The Parties agree that that the reasons for withholding approval will not be unreasonable or arbitrary;
- (g) The Hospital, the Union or the Nurse may discontinue the agreement with six (6) weeks notice to the others. In such an event, the Parties will meet to discuss any issues related to the discontinuance.

- (h) Nothing in this agreement shall be construed to mean that the Parties have agreed that the Hospital can fill a position where an employee has not expressed a preference for a unit weekend schedule.

F.9

Self-Scheduling

Nurses may Self-Schedule in accordance with the following guidelines:

(a) Principle

Self-scheduling is the mechanism by which nurses on a unit, either full-time or part-time or the entire group of nurses, create their own work schedules. The purpose of self scheduling is to improve job satisfaction and quality of work life for the participating nurses. Self scheduling requires a collaboration of nurses and management to ensure proper coverage of the work unit and to meet the provisions of the Collective Agreement.

Defining characteristics of self scheduling are attached at Appendix A.

(b) Implementation

i) Voting Procedure

Full time and/or part time staff may make a written request to the Director to enter into self scheduling for a six (6) month trial period. Upon approval by the Director, a vote conducted by the Hospital and the Union will be held by secret ballot. An initial vote to implement a trial will require the approval of seventy-five percent (75%) of the nurses participating as referred to in F.9 (a). Self Scheduling Guidelines shall be posted for four (4) weeks prior to voting.

- ii) Following the six (6) month trial period and, after evaluation, with the continued approval of the Director, a secret ballot will be conducted by the Hospital and the Union and where seventy-five percent (75%) of the nurses indicate a desire to continue with Self Scheduling, it will be adopted on a permanent basis. The addition of nurses who wish to "self schedule" may be done with the approval of the Director.

(c) Discontinuation

The Hospital, the Union or the nurses referred to in F.9 (a) may, with ninety (90) days written notice, terminate self scheduling. Self Scheduling shall be discontinued on any unit where fifty one (51%) percent of the nurses as referred to in F.9 (a) indicate by secret ballot in a vote conducted by the Hospital and the Union.

(d) Structure

i) Fixed Rules

In order for self scheduling to function on any unit, there must be at least two (2) group facilitators who have agreed to coordinate the

process. The names of the facilitators will be submitted to the Immediate Supervisor for approval.

Self scheduling must produce a rotation that:

- A) will be in accordance with the Collective Agreement.
- B) shall not result in additional costs to the Employer and must be done on a strictly voluntary basis.
- C) is approved by the Immediate Supervisor.
- D) will occur over 12 months of the year.
- E) fulfils the nurses full time commitment or the individual point codes of part time staff.
- F) will result, by collaboration with the Immediate Supervisor, in a fully completed rotation, one that fulfils all of the staffing needs of the unit.
- G) will be posted within the established timelines.
- H) meets baseline staffing requirements, (including unit specific skill requirements, language requirements and requirements for charge nurse) which will be identified in writing to the facilitators by the Immediate Supervisor or her designate.
- I) respects vacation quotas, the maximum number of employees that are initially permitted to be off within any 24 hour period. This number may be increased, dependant on Unit conditions. Vacation quotas will be identified in writing to the facilitators by the immediate supervisor or her designate.
- J) restricts requested time off to valid entitlements by tracking individual vacation hours remaining, self funded vacation, banked time, stat holiday time remaining etc. Entitlements remaining will be identified in writing to the facilitators by the immediate supervisor or her designate.

Where any of these conditions are not fulfilled, the Immediate Supervisor and the facilitators will meet on an expedited basis to resolve any deficiencies. Staff will be notified and schedules will be altered in accordance with the Collective Agreement in order to fulfil the needs of the unit.

ii) Scheduling Process

- A) In discussion with the immediate supervisor, all staff members participating in self scheduling will be placed into groups. They will in turn be placed in order of seniority within each group.

- B) Each group will elect or volunteer a facilitator to represent them. This person will be responsible for ensuring that each nurse selects their shifts in a timely manner. The names of the facilitators will be submitted to the Immediate Supervisor for approval.
- C) Each group member is responsible to make themselves available to choose their shifts or to communicate their availability to their group facilitator in order to complete their selection within the time period allotted on the unit.
- D) Nurses shift selection may be assigned to the facilitator or to another staff member where individual availability to select is compromised. The failure of an individual nurse to complete their selection promptly in accordance with unit practice may result in forfeiture of order of selection.
- E) Where full time staff self schedule, they will select their shifts in advance of the part time staff. Where management schedules full time staff, that schedule will be created first.
- F) Groups, other than Group 1, must include a mix of junior and senior nurses.
- G) Shift selection for each group shall take no more than 3 days/group.
- H) As each 6 week rotation is unique, required shifts will be determined and selected for that particular schedule only.
- I) Group 1 will always select first from the available shifts. Group 1 is comprised of:
 - 1) On units where nurses work extended tours or a mixed rotation, staff who are contracted to work exclusively 8-hour shifts.
 - 2) Staff who require specific scheduling as a result of an approved accommodation.
 - 3) Staff scheduled to work permanent shifts in accordance with the collective agreement. [D.2 (k), (m)]
- J) Groups 2, 3 etc.
 - 1) Groups 2, 3 etc. will sign up to select shifts in turn, with the most senior in the group choosing first.
 - 2) These groups will rotate every six weeks to select their shifts first, following Group 1 (i.e. first rotation will be Groups 1, 2, 3, 4; the second rotation will be

Groups 1, 3, 4, 2, third rotation will be Groups 1, 4, 2, 3, and so on).

- K) All staff will select from the remaining required shifts in accordance with Article D.
- L) If point codes are not met, available shifts will be assigned in order to meet that obligation.

After all groups have chosen their shifts according to entitlement (FT/PT), extra available shifts will be offered in accordance with the local collective agreement, Article D. Completed self-schedules will be submitted to the Staffing and Scheduling officers by the deadline set for that rotation.

iii) Weekends

- A) Obligations under the Collective Agreement will be maintained.
- B) It is expected that where full time staff self schedule, each full time nurse shall select a minimum of six weekend shifts over three weekends in any six week rotation.
- C) The actual number of remaining weekend shifts required to complete each rotation will be divided equally among the part time staff up to a maximum schedule of every other weekend or two in four. The number of weekend shifts required from part time staff will be dependant upon the needs of the unit.

- (e) Because Self Scheduling is a dynamic process, requirements for changes to this guideline are anticipated and suggestions for those changes are welcomed from participating staff at any time. Please submit suggested changes to unit managers for consideration.

ARTICLE G – FLOATING GUIDELINES

G.1 Floating Guidelines

The parties agree that in the event that a nurse is required to float from his/her unit to another unit for any hours, the following order will apply providing first that patient care needs are being met.

- (a) Volunteers
- (b) Corporate Float Team Nurses
- (c) The least senior nurse on the unit, regardless of his/her status and based on his/her qualifications.

G.2 Staff not required to float include:

- (a) Any Registered Nurse who has not completed one thousand (1000) hours worked.
- (b) Any Registered Nurse who is acting as a preceptor.

ARTICLE H - PAID HOLIDAYS

H.1 The Paid holidays are designated as follows for full-time Registered Nurses:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day - July 1st
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Float Holiday

H.2 Where a full-time Registered Nurse is entitled to a lieu day, such day off must be taken within a period of not more than thirty (30) calendar days before or sixty (60) days after the actual holiday. However, written requests for extensions will be considered. Such requests shall not be unreasonably withheld.

H.3 The paid holidays are designated as follows for part-time Registered Nurses:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day - July 1st
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Float Holiday

H.4 Float Holiday entitlement as per Appendix 4 for part-time Registered Nurses.

H.5 Float holidays not taken by the end of the fiscal year will be paid out.

ARTICLE I – VACATION

- I.1 (a) The vacation year is April 1st to March 31st.
- (b) A “vacation week” will be defined as the seven (7) day period commencing from 07:30 Monday to 07:30 Monday the following week.

- I.2 (a) Registered Nurses will be given preference with respect to their vacation time requested based on seniority and patient needs.
- (b) Vacation may be taken at any time during the year in accordance with the provisions below. Preferences for vacation leave will be granted based on seniority provided the vacation request is made in accordance with the Submission Deadline Date below.

Vacation requests must be provided in writing and the vacation shall be posted as follows:

Vacation Period	Submission Deadline Date	Posting Date
April 1 to September 30	January 15 th	February 15 th
October 1 to March 31	June 1 st	July 15 th

Vacation dates not requested in accordance with the above shall be provided on a first come first serve basis. Responses to the requests will be provided in one (1) week of the request being submitted.

- (c) The combined total number of weeks off on vacation that an employee can utilize from June 15 to September 15 is no less than one (1) week and no more than three (3) weeks. Requests for single days or additional weeks off will be considered after vacation weeks have been assigned. Notwithstanding the above, an employee may request consideration for more than three (3) weeks under special circumstances, which shall be assessed by the Employer on a case-by-case basis.

For the Christmas scheduling period, scheduling regulations governing Christmas time off will take precedence over vacation requests. Any vacation time requested during the Christmas period will be authorized only after Christmas and New Year's time off has been granted.

- (d) Annual vacation will be taken by March 31st of each year. Any unused vacation will be assigned by the Director prior to the completion of a vacation year. Carryover of vacation entitlement into the first quarter of the next fiscal year may be permitted with the prior approval of the Director.

By mutual consent the employee may carry over to the next year not more than one (1) week of vacation credits. Any unused vacation will be assigned or paid out by the Director prior to the completion of a vacation year. The Director will provide written confirmation of vacation hours approved to be carried over in the next fiscal year.

- (e) Prior to leaving on vacation, Registered Nurses shall be notified of the date and time to report to work following their vacation.

I.3 Part-time Nurses' vacation entitlements will be in accordance with Article 16 of the Central Collective Agreement.

ARTICLE J - LEAVES OF ABSENCE

J.1 Union Leave

The cumulative total number of days for leaves of absence in any one calendar year shall not exceed one hundred (100) days for all full-time and part-time Registered Nurses in the bargaining unit. Except in extenuating circumstances Registered Nurses requesting such leave of absence shall do so in writing to the Director two (2) weeks prior to the date of the request. The employer shall respond in writing within forty-eight (48) hours. It is agreed that the number of Registered Nurses that may be absent at any one time shall not exceed six (6) in total.

J.2 Prepaid Leave

The number of Registered Nurses that will be able to participate in the prepaid leave plan and can be absent at one time will be:

Two (2) Registered Nurses per department, except in a department where there are less than ten (10) Registered Nurses, then only one (1) Registered Nurse can be absent at any one time or otherwise mutually agreed.

ARTICLE K - SENIORITY LIST

K.1 A copy of the current seniority lists for Full-time and Part-time nurses will be filed with the Bargaining Unit President or designate including all paid hours for both Part-time and Full-time nurses as well as the seniority date for Full-time nurses. The seniority lists will be provided after the completion of the pay period (s) including January 1st and July 1st of each year. A copy of the seniority lists shall be posted at the same time by the Human Resources Department.

If there is a requirement to determine seniority when seniority dates are the same, paid seniority hours will be the determining factor.

K.2 The Hospital will provide a copy of the list specified in Article 5.05 of the Central Agreement to the Local Union and, in addition, when the Local Union is informed regarding new hires, the unit to which they are assigned shall be set out.

ARTICLE L – TEMPORARY POSITIONS

L.1 The Employer agrees to post temporary positions on CHEONet as career opportunities for all qualified nurses. Temporary positions are positions under Article 10.07 (d). These positions must be posted and filled in accordance with Article 10.07.

Full-time employees may be considered for temporary full-time vacancies on the same basis as regular part-time employees provided for at Article 10.07 (d) of the central collective agreement. Such full-time employee will continue to be classified as a full-time employee and covered by the provisions relating to full-time employees.

ARTICLE M - WSIB AND MODIFIED WORK

M.1 The Hospital will notify the Vice President Occupational Health and Safety of the names of all Registered Nurses who go off work due to a work related injury or who are on LTD.

The Hospital will provide to the Union in writing, a monthly list of all registered nurses on modified work programs.

The Hospital will provide to the Union in writing on a monthly basis, a report which includes the name, employment status and work unit of all nurses that have been coded as being absent from work as a result of non-occupational illness or injury for more than thirty (30) days.

M.2 Prior to any Registered Nurse returning to work on a Modified Work Program, the Hospital will notify and meet with a designated representative of the Ontario Nurses' Association, a member of the Local Executive, the employee (if available) and the relevant manager(s) to discuss the circumstances surrounding the registered nurse's return to suitable work.

M.3 The Hospital agrees to provide the registered nurse and the Union with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.

M.4 When developing and recommending strategies for return to work, the parties will consider the following based on the employee's documented accommodation needs:

- Original position
- Original unit
- Original unit/position with modification to the work area and/or equipment and/or the work assignment
- Alternate positions outside the bargaining unit
- Any positions in the bargaining unit
- Any positions in the Hospital in which the employee may be accommodated.

ARTICLE N – SAFE & HEALTHY ENVIRONMENT

N.1 Violence Prevention and Control

(a) The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of registered nurses will be condoned in the workplace. Workplace violence is defined in accordance with the *Occupational Health and Safety Act* and the Employer's Violence in the Workplace policy. Any nurse who believes he/she has been subjected to such conduct shall report this to a supervisor who will make every reasonable effort to rectify the situation.

(b) The parties agree that if incidents involving an aggressive patient or patient family action occur, such action will be recorded and reviewed at the Joint Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of registered nurses presented in that forum. The Employer agrees to

maintain formalized policies and procedures to deal with workplace violence, updated and amended in consultation with the Joint Health and Safety Committee. The policies will address prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses and supervisors.

- (c) The Employer will notify the JHSC and the Union in writing where an employee is disabled from performing their usual work or where the employee requires medical attention because of an incident of workplace violence, within four (4) days of the occurrence. For incidents where a nurse is killed or critically injured the Employer will notify the JHSC and the Union immediately by telephone and in writing within 48 hours.
- (d) The Employer will provide updated statistics on numbers of staff assaulted while performing work and will bring this list to each meeting of the Joint Health and Safety Committee.
- (e) When a registered nurse, in the exercise of her or his functions, suffers damage to his/her person or his/her personal belongings (clothing, watch, glasses, contact lenses or other prosthesis) directly attributed to any assault, the Employer shall provide for replacement or repair at no cost to the registered nurse.
- (f) A registered nurse will complete an incident report at the time of the incident. If the registered nurse is unable to complete the incident report at the time of the incident, the registered nurse will present the incident report to the Employer within seven (7) days of the event, unless it was impossible for her or him to do so during this period.
- (g) Critical incident stress debriefing shall be made available to nurses. Counselling and support will be made available to help nurses recover from such incidents.

N.2

- (a) The Hospital, in consultation with the Joint Health and Safety Committee, agrees to develop, implement and amend as appropriate, policies, procedures and programs pertaining to the provision of a safe and healthy workplace. The aforementioned include, but are not limited to, Violence in the Workplace Policy, Blood and/or Body Fluid Exposure Guidelines, Respiratory Protection Program, Nosocomial Influenza Outbreak Policy, Employee Reporting and Monitoring – Influenza Like Illness, Musculo-Skeletal Injury Prevention & Ergonomic Equipment Program, and Infection Prevention and Control.
- (b) The Hospital agrees to support the Joint Occupational Health and Safety Committee and its Terms of Reference, Structure and Function.

ARTICLE O – LANGUAGE

- O.1 The Union and the Hospital agree that providing services in the preferred language of the patient and his/her family is a desirable objective, with special emphasis on Canada's two official languages.

- O.2 (a) The need for services in a language other than English will be determined by a question on the admission form. The question shall be:

In what language would you prefer to be served?

- i) English
- ii) French
- iii) Either i) or ii)
- iv) Other - please specify

Statistics thus obtained will be presented to the Union every six (6) months.

- (b) The need for bilingual services and the identification of “bilingualism essential” positions will be discussed between the Union and the Hospital for each unit prior to designation by the Hospital.
- (c) Once specific positions have been identified as “bilingualism essential” or “bilingualism asset”, permanent changes in specific numbers or percentages will be made only after consultation with the Union.
- (d) Any standard set by the Hospital to determine second language proficiency shall be reasonable, taking into consideration Regional standards and needs. In making this determination, reference may be made to the Regional Human Resources Plan and in particular to the situation of the Amalgamated Hospital (Ottawa).

ARTICLE P – VOLUNTARY PART-TIME BENEFITS

P.1 Voluntary Part time Benefits

- (a) The Employer agrees to provide regular part-time nurses who regularly work a minimum of fifteen (15) hours per pay period, the opportunity of voluntary participation in group health and welfare benefit programs set out in Article 17, limited to any and all of the following: extended health, semi private hospitalization, dental and voluntary life insurance. Life Insurance is restricted to an individual voluntary flat life insurance plan of ten thousand dollars (\$10,000). It is understood and agreed that the regular part-time nurses who participate will assume one hundred percent (100%) of the monthly premiums.
- (b) Any regular part time nurse who participates will provide payment of the premiums through the payroll deduction process. If the regular part-time nurse has no earnings, or insufficient earnings, in the pay period in which the premiums are normally deducted, the amount owing will be deducted from the subsequent pay. In the event that there are still insufficient earnings in the subsequent pay to cover 100% of the premiums, the nurse will provide the Hospital with a cheque for the required amount. Failure to provide full payment within three (3) pay periods in accordance with this provision may result in discontinuation of benefits.
- (c) If a regular part time nurse’s coverage under a spouse’s or partners health and dental coverage terminates, the regular part time nurse is eligible for coverage under CHEO’s group benefit plan provided that he or she applies

within thirty-one (31) days of the date that the coverage ended. The nurse shall provide evidence to CHEO of the termination of coverage with her application to enrol.

- (d) If a regular part-time nurse wishes to apply for coverage subsequent to the thirty one (31) day period in (c), she/he will be required to provide satisfactory evidence of insurability and to be qualified in accordance with that evidence.
- (e) The Employer will notify the Union of any change to the benefit costs to nurses.

ARTICLE Q - CHANGE OF STATUS

- Q.1 Following the appropriate notification to the Director, prior to commencing pregnancy or parental leave of absence, the Registered Nurse will report to the Human Resources Department to discuss the administration of her benefit plans during the leave of absence. The Payroll Office will make the appropriate monthly premium billing arrangements for the continuance of benefit plans during the leave of absence, and provide a Record of Employment for Employment Insurance purposes.
- Q.2 It shall be the sole responsibility of the Registered Nurse to keep the Human Resources Department advised, in writing, of change of marital status, change of name and change of dependant status.

ARTICLE R - REPLACEMENT OF STAFF

- R.1 For efficient replacement of staff, Registered Nurses are requested to submit a letter of resignation to their Director four (4) weeks in advance of the date of resignation, whenever possible.
- R.2 A Registered Nurse leaving the Hospital shall be paid all money owed to her by the Hospital within 7 working days of her last day worked.

In cases of urgency, a special request to Payroll to have the funds available earlier than seven (7) working days will be given every consideration.

ARTICLE S – STANDBY

- S.1 Standby
 - (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
 - (b) Scheduled standby assignments will be distributed equitably amongst the registered nurses in any unit utilizing standby, provided that they are capable of performing the work.

- S.2 Standby assignments shall be posted at the same time as regular work schedules. Registered nurses shall be permitted to exchange their standby assignments in accordance with the shift exchange protocol.
- S.3 Registered nurses scheduled for standby shall be provided with beepers.
- S.4 The Hospital will endeavour to make available sleeping quarters for registered nurses scheduled for standby.
- S.5 A Registered Nurse who is called in from standby and who:
- (a) works a minimum of four (4) hours
 - (b) works beyond midnight (24:00)

will not be required to return to regular duties at the Hospital without twelve (12) hours of time off. In such circumstances the nurse's schedule shall be deemed to be amended to provide the required 12 hours off from the end of the shift for which the nurse was called in, and she shall not report to work until after the 12 hour period has ended, unless she is specifically requested by the employer to do so and she agrees. In the event the employer makes such a request and the nurses agrees, she shall be paid one and one half (1½) times her regular rate for all hours worked that fall within the 12 hour period.

ARTICLE T – MISCELLANEOUS

- T.1 Copies of this Agreement in either French or English will be provided to each Registered Nurse covered by this Agreement by the Union and the cost of the translation and the printing will be shared by the Hospital and Union. It is agreed that the official administrative and interpretative language of the contract shall be English.
- T.2 The Hospital will provide bulletin board space for the purpose of posting notice regarding meetings and other information and otherwise restricted to Union matters. All special notices must be signed by a member of the Union executive and submitted to the Human Resources Department for approval prior to being posted and such approval shall not be unreasonably withheld.
- T.3 The Hospital will pay its Registered Nurses by direct deposit every second Friday, and will distribute the notices of deposit electronically with the following information: initial of the wage earner, date of the pay period, deductions made, the number of working hours both regular and overtime, tour differential and responsibility pay.
- T.4 Any omission of two hundred dollars (\$200.00) or more from a Registered Nurse's paycheque due to an error on the part of the Hospital shall be paid to the Registered Nurses within three (3) payroll department business days from the time that she brings this matter to the attention of the payroll department. Any omission caused by the failure of the Registered Nurse to provide a float slip will be corrected on the next direct deposit date.
- T.5 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Director and the Bargaining Unit President, unless as otherwise herein specified.

The Hospital will ensure all disciplinary correspondence provided to members and all correspondence arising from Articles 13.03, 13.04 and 13.05 of the Collective Agreement will be copied to the Bargaining Unit President.

- T.6 The Hospital shall provide one lounge for the use of the Registered Nurses.
- T.7
- (a) The Bargaining Unit President and Vice President - Grievances of the Local will be provided with access to the Hospital Electronic Mail System so that they can send and receive messages related to their Union duties. Both registered nurses will receive training without loss of regular earnings.
 - (b) The Union will provide the Hospital with a locking "ONA mail box" which will be used for receipt of Union correspondence from their members and/or the Hospital as required. This shall be located in a mutually satisfactory area (e.g. Nurses' Lounge).
 - (c) The Union will have access to room bookings through the Hospital's electronic booking system, for meetings with a grievor(s) when necessary to hold such meetings on Hospital premises. Availability will be subject to the usual Hospital rules regarding priorities.
- T.8 Written feedback by bargaining unit members will not be used in performance evaluations.

ARTICLE U – ELECTRONIC GRIEVANCE FORMS

- U.1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- U.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- U.3 Electronic grievances may be sent, via email, to Human Resources, or the identified designate.
- U.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- U.5 The Union undertakes to have a copy of the electronic version signed by the grievor and deliver it to Human Resources.
- U.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.

Dated at Ottawa, Ontario this 19 day of May, 2017.

FOR THE EMPLOYER

Heather Rose

Lora Wyman

Kaylee Both

Allison Franceschina

(Chris Clement)

Julie Milks

FOR THE UNION

David Griffin

James Chu

Carol Wills

Emily Fullarton

Courtney Freeman

Karen McCoy

LETTER OF UNDERSTANDING

Between:

CHILDREN'S HOSPITAL OF EASTERN ONTARIO

And:

ONTARIO NURSES' ASSOCIATION

Re: Defining Characteristics of Self Scheduling

Self Scheduling is the process by which nurses on a unit collectively determine and implement the work schedule. Self Scheduling is a dynamic process that changes with the needs of the unit and the needs of the nurses participating. Good communication and strong commitment are essential to the success of self scheduling.

Advantages:

- Fosters an improvement in quality of work life by increasing staff control over their work schedule. Allows nurses to better meet the demands of their personal life
- Reduces staff turnover and increases job satisfaction
- Increases the awareness of the complexities of staffing and fosters team spirit and cooperation between staff and management
- Decreases absenteeism

Disadvantages:

- Additional demand on time required to complete the work schedule
-

What self scheduling means:

- Individual employees, with the support of the facilitators take responsibility for generating the unit schedule and covering the needs of the unit
- Employees are grouped and select shifts in turns
- Employees can negotiate with their peers to make changes
- Hospital policies and collective agreements are respected

What self scheduling does NOT mean

- Nurses always get the shifts that they want
- Nurses always get the time off that they want
- Full time and part time nurses don't get their allocation of hours
- Nurses can choose not to work nights, weekends and stat holidays
- Supervisors and Managers can abandon all responsibility for scheduling.

Dated at Ottawa, Ontario this 19 day of May, 2017.

FOR THE EMPLOYER

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Lora Wyman

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LETTER OF UNDERSTANDING

Between:

CHILDREN’S HOSPITAL OF EASTERN ONTARIO

And:

ONTARIO NURSES’ ASSOCIATION

Re: Union Executive Leave for Bargaining Unit President (Article C.9)

The parties hereto understand and agree to the following regarding Union Executive Leave for the Bargaining Unit President:

1. Article C.9 (a) of the Collective Agreement provides that:
"The Bargaining Unit President will be granted two (2) scheduled extended tours of eleven point two five hours (11.25) hours per month by the Hospital to assist in the provision of labour relations between the parties at the Hospital. She or he will be paid at his or her regular straight time hourly rate for the tours. Should the Bargaining Unit President be required to attend meetings on her or his scheduled day off, that meeting time will be paid at the appropriate rate."
2. The amount of leave for the Bargaining Unit President in Article C.9(a) will be increased to four (4) scheduled extended tours of eleven point two five hours (11.25) hours per each six (6) week rotation.
3. The Bargaining Unit President agrees to make the request for these shifts off in each six (6) week rotation to her Manager or delegate prior to the production of the schedule in order to facilitate replacement.
4. This agreement will come into effect upon date of ratification of the renewal of the Local Provisions Appendix of the Collective Agreement, and will form part of that agreement.

Dated at Ottawa, Ontario this 19 day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

Heather Rose

David Griffin

Lora Wyman

James Chu

Kaylee Both

Carol Wills

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Courtney Freeman

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Karen McCoy

LETTER OF UNDERSTANDING

Between:

CHILDREN'S HOSPITAL OF EASTERN ONTARIO

And:

ONTARIO NURSES' ASSOCIATION

Re: Workplace Violence

WHEREAS the parties have identified concerns that nurses, staff and physicians in various units within the hospital feel unsafe and unprepared to deal with violence in the workplace;

AND WHEREAS there is concern that CHEO's Workplace Violence Program (policy, process, environment and training) may have gaps that need to be addressed;

AND WHEREAS it is perceived in some areas that occurrences of verbal abuse and occurrences requiring security assistance are increasing;

AND WHEREAS the parties seek to reduce the incidence of verbal abuse and workplace violence, and increase the confidence of nurses, staff and physicians in feeling safe and prepared to deal with violence in the workplace;

NOW THEREFORE the parties agree as follows:

1. The Hospital will undertake a thorough review of Violence in the Workplace Training and Practices;
2. A working group of stakeholders will be convened to support the project, including representatives and nurses identified by the Union;
3. Root cause analysis will include an examination of:
 - a. Levels of understanding or awareness of "triggers" that may lead to conflict escalation;
 - b. How triage processes in the Emergency Department may influence risk factors for conflict or violence;
 - c. Flagging persons with a known history of violence or abuse, including patients or family members; and,
 - d. The appropriate coverage and or scope of training to assist in preventing or mitigating occurrences.
4. The review will include:
 - a. A thorough review of the current state across key areas (Autism, 6E / Mental Health, 4E/W, 5E, ED, Ambulatory Care and MDU) to identify gaps, including:

- i. What training has occurred by role (e.g. nurse, physician, CYC, Manager, CF, etc.)?
- ii. What process is being followed when an incident occurs?
- iii. What follow-up / paperwork is / is not being completed?
- iv. Who is notified?

b. Identification of root causes to gaps, including:

- i. education;
- ii. training, including Non-Violent Crisis Intervention training, and training in the use of restraints, where applicable;
- iii. physical environment;
- iv. process, including JHSC inspections;
- v. reporting and non-reporting, including incident reporting and reports to the JHSC;
- vi. communication, including the ability to summons assistance, flagging persons with a known history of violence, or providing information to nurses, staff and physicians of a known risk of physical violence;
- vii. risk re-assessments; and,
- viii. Communication to patients, families and members of the public, including signage.

c. Selection and implementation of corrective action or process improvements to address the gaps.

- i. Where significant risks or gaps are identified or serious incidents occur prior to the completion of the review, the Employer shall take every precaution reasonable in the circumstances in a timely manner for the protection of nurses, staff and physicians.

5. Regular consultation and reports on the progress of the review will be provided to the Union and applicable stakeholders, at least monthly.

6. The review will be completed and the complete results reported to the Union and stakeholders by no later than December 31, 2016.

Dated at Ottawa, Ontario this 19 day of May, 2017.

FOR THE EMPLOYER

Heather Rose

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LETTER OF UNDERSTANDING

Between:

CHILDREN’S HOSPITAL OF EASTERN ONTARIO

And:

ONTARIO NURSES’ ASSOCIATION

Re: Scheduling Review Team

The parties agree that in the event scheduling issues or requests arise in a particular “Work Unit”, a unit specific Scheduling Review Team (SRT) may be convened by the parties to review and advise on the scheduling issue(s).

Individual requests regarding scheduling issues must first be discussed with the Unit Manager to attempt resolution before consideration for a review by the SRT. The SRT is a means of collaborating on scheduling issues and acts in a “review and advisory” capacity.

The following are examples of scheduling issues or requests that may be reviewed by the SRT:

- Issues related to the implementation or discontinuation of Innovative Scheduling as defined by Article F in the local collective agreement
- Issues or concerns related to proposed schedules such as compliance to Article D & E Scheduling Provisions, and any other scheduling provisions in the collective agreement

The working group will consist of the Bargaining Unit President (or designate), a representative member selected by ONA from the impacted Work Unit, the Manager of the impacted Work Unit (or designate), the Staffing Office Manager (or designate), the Labour Relations Manager (or designate) and the ONA Labour Relations Officer (or designate).

Either party to this agreement can request the formation of a unit specific SRT. The work of such SRT will be time limited and focused on a particular issue(s). The SRT will convene within 2 weeks of a request and determine resolution within 6 weeks of the issue or request.

The parties agree to pilot the SRT for the term of this Collective Agreement.

Dated at Ottawa, Ontario this 19 day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

Heather Rose

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