

COLLECTIVE AGREEMENT

Between:

**KINGSTON GENERAL HOSPITAL
(Hereinafter called the "Hospital")**

And:

**ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")**

EXPIRY: March 31, 2018

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APPENDIX "3"

SALARY SCHEDULESKINGSTON GENERAL HOSPITALRegistered Nurse

	Effective <u>April 1, 2016</u>	Effective <u>April 1, 2017</u>
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	\$35.65	\$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

Graduate Nurse

	Effective <u>April 1, 2016</u>	Effective <u>April 1, 2017</u>
Start	\$30.49	\$31.24
1 Year	\$30.92	\$31.35
2 Years	\$31.39	\$31.83
3 Years	\$32.94	\$33.40
4 Years	\$34.52	\$35.00
5 Years	\$36.35	\$36.86
6 Years	\$38.34	\$38.88
7 Years	\$40.26	\$40.82
8 Years	\$43.19	\$43.79
25 Years	\$43.94	\$44.56

Registered Nurse, Pre-Admission Testing Coordinator

	<u>Effective April 1, 2016</u>	<u>Effective April 1, 2017</u>
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	\$35.65	\$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

Team Leader, Nurse Clinician

	<u>Effective April 1, 2016</u>	<u>Effective April 1, 2017</u>
Start	\$32.35	\$33.12
1 Year	\$32.86	\$33.32
2 Years	\$33.36	\$33.83
3 Years	\$35.09	\$35.58
4 Years	\$36.77	\$37.28
5 Years	\$38.82	\$39.36
6 Years	\$40.93	\$41.50
7 Years	\$43.01	\$43.61
8 Years	\$46.09	\$46.74
25 Years	\$46.89	\$47.55

Clinical Instructor, Head Nurse

	<u>Effective April 1, 2016</u>	<u>Effective April 1, 2017</u>
Start	\$34.10	\$34.90
1 Year	\$34.62	\$35.10
2 Years	\$35.19	\$35.68
3 Years	\$37.01	\$37.53
4 Years	\$38.78	\$39.32
5 Years	\$40.96	\$41.53
6 Years	\$43.19	\$43.79
7 Years	\$45.40	\$46.04
8 Years	\$48.60	\$49.28
25 Years	\$49.47	\$50.16

Charge Nurse Permanent

	<u>Effective</u> <u>April 1, 2016</u>	<u>Effective</u> <u>April 1, 2017</u>
Start	\$33.23	\$34.02
1 Year	\$33.77	\$34.24
2 Years	\$34.25	\$34.73
3 Years	\$36.04	\$36.54
4 Years	\$37.78	\$38.31
5 Years	\$39.88	\$40.44
6 Years	\$42.07	\$42.66
7 Years	\$44.16	\$44.78
8 Years	\$47.30	\$47.96
25 Years	\$48.15	\$48.82

First Assist

	<u>Effective</u> <u>April 1, 2016</u>	<u>Effective</u> <u>April 1, 2017</u>
Start	\$36.84	\$37.68
1 Year	\$37.41	\$37.93
2 Years	\$37.94	\$38.47
3 Years	\$39.94	\$40.50
4 Years	\$41.86	\$42.45
5 Years	\$44.20	\$44.82
6 Years	\$46.61	\$47.26
7 Years	\$48.95	\$49.64
8 Years	\$52.43	\$53.16
25 Years	\$53.35	\$54.10

APPENDIX "4"**SUPERIOR CONDITIONS**

It has been agreed that the following clauses will be relocated to Appendix 4 of the Local Appendix and entitled "Superior Conditions".

SENIORITY LISTS

The Employer shall provide the Union with a master information list in January, May and September containing the following information:

S.I.N., name, address, phone number

The Employer shall provide the Union monthly with a list showing additions or deletions or changes of address.

NOTE: The list provided for in section 5.05 shall include any other information that is currently provided to ONA. Additionally, the Hospital will provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Hospital's payroll system.

VACATION

Casual Part Time employees shall be entitled to vacation pay for work performed during the period May 1 to April 30 of the current year as follows:

less than one year seniority	4%
more than one year, less than three years	6%
more than three years	8%

PAID HOLIDAYS

If a casual Part Time employee works any of the paid holidays listed in the Local Provisions, she or he shall be paid at the rate of time and one-half (1-1/2) for all hours worked. In addition, she or he shall receive holiday pay in accordance with the Employment Standards Act.

EDUCATIONAL BONUS

In addition to the salaries prescribed in Appendix 3, the Employer will pay monthly bonuses set forth hereunder to all employees utilizing the additional preparation in the position held.

Proof of the degree or certificate from a school of recognized standing must be submitted by the employee to the Employer.

In accordance with the above, an employee possessing more than one degree or certificate shall be entitled only to the highest bonus provided in the Schedule.

Payment of the bonus shall commence at the start of the first full pay period following filing with the Employer the required proof of standing, except that a newly-hired employee who is qualified for an educational bonus on her or his date of hiring shall be paid from that date.

MONTHLY EDUCATIONAL BONUSES

Canadian Hospital Association/Canadian Nurses' Association, Nursing Unit Administration Course or its equivalent or six months Post Graduate Course -	\$ 15.00 per month
One year University Course -	\$ 40.00 per month
Baccalaureate Degree -	\$ 80.00 per month
Master's Degree -	\$120.00 per month

FAILURE TO REGISTER

Failure to register within the time limits shall result in dismissal, without recourse to the grievance procedure. This applies to all new employees hired after the 1st of July, 1975. Employees hired on or before the 1st of July, 1975, will not be prejudiced in any way by this provision.

DUES DEDUCTION LIST

The Employer shall forward to the Union a list showing the names of new employees from whom Union dues are being deducted together with a list of terminations and all other changes of status which affect dues deductions or the rate of dues deducted.

APPENDIX "5"**APPENDIX OF LOCAL PROVISIONS****ARTICLE A - RECOGNITION**

A-1 The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses of Kingston Hospital; commonly known as the Kingston General Hospital at Kingston, employed in a nursing capacity, save and except supervisors and persons above the rank of supervisor, in accordance with certification by the Labour Relations Board on the 14th June, 1971.

For purposes of clarity, persons classified as a Unit Manager or Assistant Supervisor Operating Room exercise managerial functions and, therefore, are excluded from the Bargaining Unit.

ARTICLE B - CORRESPONDENCE

B-1 All correspondence sent by the Employer to the Union shall be sent to the chartered Local.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 It is understood that the following committees represent both Full Time and Part Time bargaining unit members:

- (a) Union Representatives - There shall be thirty (30) Union Representatives. Each unit may have at least one (1) representative.
- (b) Negotiating Committee - There shall be a Negotiating Committee composed of four (4) employees.
- (c) Grievance Committee - There shall be a Grievance Committee composed of four (4) employees.
- (d) Union-Hospital Committee - There shall be an Union-Hospital Committee composed of four (4) members of the Union and four (4) representatives of the Employer.
- (e) Professional Development Committee - There shall be a Professional Development Committee composed of four (4) members of the Union and four (4) representatives of the Employer.
- (f) The Union will determine their representatives at meetings with the Hospital.

ARTICLE D - THE EMPLOYER'S RIGHTS

- D-1 Subject to the right of any employee who feels that she or he has been unjustly treated to lodge a grievance in the manner hereinafter provided, the Union agrees to co-operate with the Employer at all times to maintain discipline and to maintain the highest standard of service and efficiency and the Union acknowledges the exclusive rights of the Employer as follows:
- D-2 To direct the operation of the Hospital in the best interest of the patients, the community and the employees, both within and without the bargaining unit.
- D-3 To formulate reasonable policies, rules and regulations which are not inconsistent with the provisions of the Agreement.
- D-4 To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices; to enter into contracts for buildings, repairs, equipment, supplies, materials and services.
- D-5 To determine where, by whom, in what manner, at what time and under what conditions, employees in the bargaining unit and/or contractors and their employees shall perform their duties.
- D-6 To determine in the interest of efficient operation and highest standard of service, the hours of work, work assignments, methods of doing the work and the working establishment for any service, provided always that reasonable notice shall be given to the employee or employees involved, of any changes to be made.
- D-7 To maintain order and discipline, to hire, promote, transfer, demote, suspend, discharge or otherwise discipline employees for just cause.
- D-8 To instruct and direct employees in their duties, responsibilities and conduct.
- D-9 To have absolute control of buildings, use of buildings, use of utensils, equipment, machinery, tools, supplies, materials, insurance, drugs and medicines and of clothing, uniforms, and all other articles or things belonging to the Employer.

ARTICLE E - INTERVIEW

- E-1 The Hospital allows a designated representative of the local Union a maximum of 30 minutes during orientation to interview new employees.

ARTICLE F - SENIORITY LISTS

- F-1 Seniority lists shall be posted in January and July of each year and shall contain the following information:
- Full Time - Name, hire date, seniority in years, organizational unit;
Part Time - Name, hire date, number of hours, seniority in years, organizational unit.

The manager will post the seniority list in the manner each unit normally utilizes to provide communication to the staff.

Additionally the bargaining unit president/designate will receive an electronic copy where possible.

ARTICLE G - VACATION

- G-1 Vacations will be scheduled bi-annually at times mutually convenient to the Hospital and the employee. Up to and including February 15th and August 15th dates of a given year, employees shall note their 1st and 2nd choices for vacation in writing (including alternatives, if they so wish) and shall be given preference as to their selection of vacation on the basis of their Hospital seniority in the unit.

Submission Deadline

Vacation Period

February 15th
August 15th

May 1st to October 31st
November 1st to April 30th

Vacation requests presented prior to February 15th will be considered for the period from May 1st to October 31st of the current year. Vacation requests presented prior to August 15th will be considered for the period from November 1st of the current year to April 30th of the following year. After the February 15th and August 15th dates, employee request shall be granted on a first come, first served basis.

Where the employer determines that vacation becomes available after the vacation schedule is posted, the manager or designate will offer the time in order of seniority to employees who requested and were denied these days in the annual vacation request process. Employees may not cancel vacation to exercise this option. If all employees decline the option to take vacation during the time offered, the process will revert to first come, first served basis.

An employee may cancel approved vacation with a minimum of fourteen (14) days notice prior to the posting of the schedule for which the vacation is to be taken.

- G-2 Employees may request their vacation balance from their Manager or designate and the Manager or designate will provide a timely response.
- G-3 Vacations requested prior to February 15th shall be posted by March 31st. Vacations requested prior to August 15th shall be posted by September 30th. The direct Manager will respond to all other vacation requests, in writing, within fourteen (14) days of such written request. Explanation of how vacation requests are approved will be provided upon the request of the employee.
- G-4 A full time employee shall not avail herself or himself of vacation not yet accrued to her or his credit.
- G-5 A full time or part-time employee who would otherwise be scheduled to work on a weekend may not request more than five (5) such scheduled weekends for vacation during such calendar year, provided that a block of vacation of one (1) week or more will not be included in the above.

In addition to the above, Full-time DDNN schedule employees may request a minimum of two (2) partial week-ends (where scheduling permits the Hospital shall offer additional week-ends) provided that a block of vacation of one (1) week or more will not be included in the above.

- G-6 Employees on each Unit and the Bargaining Unit President will be advised of the minimum vacation and lieu quotas on their unit prior to February 1st of each year. Both the lieu and vacation quotas are considered to be minimums. Employees may request additional vacation and lieu time within the appropriate request time prior to the schedule being posted. If, operationally, there is an ability to approve more time off the manager or designate will do so. Approval of additional time will not be unreasonably denied. Factors such as Beck, patient census, short-term absences, number of part-time staff, etc. will be taken into account when making this decision.
- G-7 Prime time summer vacation will be the period between June 15th and September 15th of each year.
- G-8 The maximum number of vacation days that may be granted to any employee during prime time shall be no more than sixty percent (60%) of their annual entitlement. In units operating less than seven (7) days per week, requests for a whole week (7 calendar days) of vacation will take precedent over single day requests. For units which operate 24/7, preference for two (2) or more consecutive shift requests will take precedent over single days.
- G-9 Employees may carryover accrued vacation credits of up to a maximum of one hundred fifty (150) hours on a yearly basis.

ARTICLE H - PAID HOLIDAYS

- H-1 The Employer agrees to recognize the following paid holidays:
- | | |
|-------------------------------------|-----------------------------|
| January 1 (New Year's Day) | Civic Holiday |
| Family Day (3rd Monday in February) | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | 3rd Monday in November |
| Victoria Day | December 25 (Christmas Day) |
| July 1st (Canada Day) | December 26 (Boxing Day) |
- H-2 The parties hereto recognize that the Hospital must extend daily service to patients and that it is therefore necessary to retain a portion of employees at work on holidays. If another day is substituted by statute or decree, or by mutual agreement between the parties for observance of any of the holidays listed in the section, the day of observance so substituted shall be deemed to be the holiday for purposes of this section.
- H-3 If a full time employee qualifies under the provisions of Article 15 of the Collective Agreement, she or he will receive a lieu day off, such lieu day to be granted at a mutually agreed upon time within ninety (90) calendar days of the paid holiday.
- Requests for lieu days will not be unreasonably denied and will not be designated. Where an employee is entitled to a lieu day off with pay, and such day is not mutually scheduled off before March 31st of the following calendar year in which it was earned, such employee shall be paid for the day at their regular rate of pay.

Requests shall be granted on a first come, first served basis. Where there is more than one (1) request received on the same day based on the first come first served basis, approval(s) will be granted to the most senior employee(s).

The manager will date requests received at the end of each business day except holidays and weekends which will be dated the business day following the holiday or weekend.

- H-4 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour. This provision shall also apply to hours of standby.

ARTICLE I - REPORTING SICK

- I-1 Employees reporting sick will observe the following procedure:
- (a) Employees taking ill or suffering an accident during working hours, will notify their immediate supervisor before leaving their duties.
 - (b) Where the illness or accident takes place at times other than the employee's normal working hours, the employee will notify her or his immediate supervisor or designate, as soon as possible but in any event, not less than one (1) hour prior to the day shift and four (4) hours for all other shifts.
 - (c) Prior to resuming work, following sick leave, the employee will provide reasonable notice to her or his nursing unit.

ARTICLE J - LEAVE OF ABSENCE - UNION BUSINESS

- J-1 Leave of Absence without loss of seniority shall be granted to employees who are elected or appointed to represent the local Union. Not more than five (5) full time employees and four (4) part time employees will be considered for any one (1) period of time and no more than one (1) full time employee and one (1) part time employee from any one nursing unit. All such leave shall not exceed a total of sixty (60) working days in any one (1) calendar year.
- J-2 In addition to the above, the Local Coordinator position shall be granted leave of absence without loss of seniority for an additional thirty (30) working days in any one calendar year.
- J-3 All requests must be submitted in writing at least two (2) weeks in advance except in extenuating circumstances. Where the Union is aware of the need for leave prior to the posting of the schedule, it will endeavour to advise the Hospital. A written response to the employee requesting such leave will be provided in five (5) working days.
- J-4 When the bargaining unit President or her/his designate are required by the Hospital and/or requested by the member to attend Labour related meetings outside of their normal working tour, they will be entitled to accumulate such hours at regular time to

be taken at a later mutually agreeable date. Casual employees shall be paid her/his straight hourly rate.

Casual employees shall be entitled to be paid their regularly straight hourly rate in increments of four (4) or eight (8) hours once accumulated.

ARTICLE K - REST PERIODS

K-1 There shall be a rest period in each half tour, the duration of which is set out in Article 13 of the Collective Agreement. Rest periods may be combined by mutual agreement.

ARTICLE L - SCHEDULING REGULATIONS

- L-1
- (a) Six (6) week tour of duty schedules and days off will be posted at least two (2) weeks in advance. The Employer shall post the new schedules on Fridays. For employees scheduled by the staffing office, the schedule will be posted one (1) week in advance.
 - (b) The parties agree to post the summer schedule in June of each year to cover the full months of July and August. The finalized dates will be established each year no later than the December HAC meeting for the following year.
 - (c) Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of the schedule being posted.
 - (d) Requests for changes in posted time schedules must be submitted in writing and co-signed by an employee willing to exchange days off or tours of duty. It is understood that such a change in tour of duty initiated by an employee and approved by the Employer shall not result in overtime payment.
 - (e) When requested, the Employer will provide the Union with copies of schedules on a timely basis.
- L-2 The Employer will schedule so that one half of full time employees' tours of duty are day tours. When this is not possible the full time employees involved who rotate shall, over the period of twenty-four (24) weeks, be scheduled the same number of day tours as other full time employees working in the same unit as per the unit divisions utilized for scheduling purposes. Days off shall not be included in the above averaging system.
- Where a full time employee has requested a change in their regular-posted schedule for personal reasons, the foregoing provisions do not apply.
- L-3 Reasonable efforts will be made to orientate employees to the unit prior to being in charge.
- L-4 A weekend premium shall be paid for hours worked between 2300 hours Friday to 2300 hours Sunday.

Evening tours shall be defined as the hours that fall between 1500 hours and 2300 hours. Night tours shall be defined as the hours that fall between 2300 hours and 0700 hours.

Voting for Scheduling Change

The following provisions apply to extended tours and 2D2N tours only.

- L-5
- (a) Extended tours/2D2N shall be introduced into any unit when:
 - i) seventy-five percent (75%) of the employees who vote so indicate by secret ballot, and
 - ii) the Hospital agrees to implement the extended tours/2D2N; such agreement shall not be withheld in an unreasonable or arbitrary manner.
 - (b) Extended tours/2D2N may be discontinued in any unit when:
 - i) fifty percent (50%) of the employees who vote so indicate by secret ballot, or
 - ii) the Hospital 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 (b) above, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and,
 - ii) where it is determined that the extended tours/2D2N will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
 - (d) Employees wishing to hold a vote to commence or discontinue extended tours/2D2N must provide at least six week's written notice to their immediate supervisor. After the initial vote has taken place, only one further vote may be taken but not before six (6) months has elapsed after the initial vote. There shall be no further votes after the second vote before a period of twelve (12) months has elapsed.

Extended Tours

The following provisions apply to extended tours only.

- L-6 Notwithstanding Article 14.15 of the Collective Agreement, it is understood that for scheduling purposes, a weekend consists of sixty (60) consecutive hours off work.

This weekend period commences 1900 hours on the Friday shift until 0700 hours on the Monday shift.

- L-7
- (a) Not more than three (3) consecutive tours may be scheduled. Following three (3) consecutive tours, employees shall have forty-eight (48) hours off duty;
 - (b) The maximum number of tours worked in any given seven (7) day period shall be five (5);
 - (c) Alternate weekends will be scheduled off duty.

Where an employee has been scheduled to work outside the regulations outlined above, she or he shall receive premium payment in accordance with the provisions of Article 14.03, for the hours worked outside this provision, save and except where:

- i) such hours are worked by the employee to satisfy specific days off requested by the employee; or
 - ii) the hours are worked as a result of an exchange of shifts with another employee.
- (d) Employees working extended tours shall be scheduled balancing time off every twelve (12) weeks. Once established the Employer cannot change the employees balancing time off except by mutual agreement. Should the Employer violate the above the employee shall receive premium payment for all hours worked until such balancing time off is scheduled. During the Christmas period the employer may change the balancing time off within the pay period.

L-8 If an employee is required to work on a third or subsequent consecutive weekend of duty, she or he shall receive a premium payment in accordance with the provisions of Article 14.03 for the hours involved, save and except where:

- (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (b) such employee has requested weekend work. Such a request must be in writing and the Employer will copy the Union; or
- (c) such weekend is worked as a result of a written request to an exchange of shifts with another employee.

L-9 An employee requesting night tours on a permanent basis may be granted such request where deemed appropriate by the immediate manager.

L-10 A period of twelve (12) consecutive hours off shall be scheduled between a change of tours and forty-eight (48) hours off shall be scheduled after nights. Split tours will not be scheduled.

Where an employee has been scheduled to work outside the regulation outlined above, she or he shall receive premium payment in accordance with the provisions of Article 14.03; for the hours worked outside this provision, save and except where:

- (a) such hours are worked by the employee to satisfy specific days off requested by the employee; or
- (b) the hours are worked as a result of an exchange of shifts with another employee.

L-11

2D2N Tours

The following provisions apply to 2D2N tours only. The scheduling provision contained in Articles L-6, L-7, L-8, L-9 and L-10 are applicable save and except for the following:

- (a) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth (5th) consecutive and subsequent day until a day off is scheduled.
- (b) Employees shall not be scheduled to work more than three (3) consecutive and subsequent weekends. If any employee works on a fourth (4th) consecutive and subsequent weekend or any portion of the weekend she/he shall be paid a premium payment as defined in Article 14 for all hours worked until a weekend is scheduled off save and except when:
 - i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - ii) Such employee has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of shifts with another employee.
- (c) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year. The hospital will schedule eight (8) of the twelve (12) additional balancing tours to achieve these hours on the day shift. Staff may request the remaining night shifts be switched to a day shift, vacation or lieu time based upon operational requirements, time off quotas, and unit manager or designate approval.

For the purposes of this Article a weekend is defined as seventy-two (72) consecutive hours commencing no later than 1900 hours Friday.

Regular Tours

The following provisions apply to regular tours only.

- L-12 Notwithstanding Article 14.15 of the Collective Agreement, it is understood that for scheduling purposes, a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- L-13 The Employer will endeavour to schedule alternative weekends off. If an employee is required to work on a third or subsequent consecutive weekend of duty, she or he shall receive a premium payment in accordance with the provisions of Article 14.03 for the hours involved, save and except where:
- (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - (b) such employee has requested weekend work such a request must be in writing and the Employer will copy the Union; or
 - (c) such weekend is worked as a result of a written request to an exchange of shifts with another employee.

The Employer will schedule days off for employees on the basis of two (2) at each time and to so arrange schedules that no employee will work for more than seven (7) consecutive days without two (2) days off. Split days off may be arranged to enable scheduling of one (1) weekend off in two (2).

Where an employee has been scheduled to work outside the regulations outlined above, she or he shall receive premium payment in accordance with the provisions of Article 14.03, for the hours worked outside this provision.

- L-14 An employee requesting evening or night tours on a permanent basis may be granted such request where deemed appropriate by the immediate manager.
- L-15 A period of sixteen (16) consecutive hours off shall be scheduled between a change of tours unless mutually agreed otherwise but in any event not less than twelve (12) consecutive hours and forty-eight (48) hours off shall be scheduled after nights. Split tours will not be scheduled.

The above language will not apply to the Renal Program. In regards to the Renal Program, a period of twelve (12) hours off shall be scheduled between a change of tours and forty-eight (48) hours off shall be scheduled after nights. Split tours will not be scheduled.

Where an employee has been scheduled to work outside the regulation outlined above, she or he shall receive premium payment in accordance with the provisions of Article 14.03, for the hours worked outside this provision, save and except where:

- (a) such hours are worked by the employee to satisfy specific days off requested by the employee; or

- (b) the hours are worked as a result of an exchange of shifts with another employee.

Regular and Extended Tours

L-16 On Call Scheduling

- (a) i) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
- ii) The Hospital will endeavour to equitably distribute scheduled standby assignments amongst employees in any unit utilizing standby.
- iii) Standby shall be assigned on the schedule at the time of the posting.
- (b) Employees shall be permitted to exchange their standby assignments subject to the condition set out in Article M-1 (c).
- (c) A full time employee will not be scheduled for standby on a scheduled day off or a scheduled weekend off, unless mutually agreed between the employee and the Hospital.
- (d) Employees scheduled for standby will be provided with beepers. The number of beepers provided will be discussed between the Hospital/Association.
- (e) The Employer will endeavour to provide an on call room when requested by an employee who is scheduled for standby duty.
- (f) When an employee is scheduled for standby on a weekend, they are considered to be working the weekend for the purpose of scheduling.
- (g) When an employee has been called in from standby, has worked after 2400 hours, and is scheduled to work the day shift of that day, there shall be a minimum of twelve (12) hours off if so requested by the employee. The employee's request for the time off may be lieu time, vacation or unpaid leave. Such request shall not be unreasonably denied.
- (h) The Employer will endeavour to provide on site parking for employees called in from standby.

L-17 Telephone Consultations

Time spent performing telephone consultations will be paid at the rate of one and one-half (1 ½) times the nurse's regular rate of pay for the greater of one-half (1/2) hour per call or the duration of the call. Multiple calls on the same issue shall be limited to two (2) hours. If a call requires a nurse to report to the hospital, she shall receive only call back premium. Standby premium shall cease when the nurse is paid under this Article.

L-18

Christmas Scheduling

- (a) Employees shall be scheduled off at either Christmas or New Years on an alternating basis.
- (b) Time off at Christmas shall include December 24, 25, 26. Time off at New Years shall include December 31 and January 1. The Hospital will schedule not less than five (5) consecutive days off for each employee at either Christmas or New Year, except employees who normally work Monday to Friday and are not normally scheduled to work on a paid holiday. If an employee is so scheduled to work, she or he shall be paid premium pay, in accordance with Article 14.03.

Employees who normally work Monday to Friday may use vacation or lieu time to request up to five (5) consecutive days off during this period. Such request for time off will not be unreasonably denied.

- (c) Nothing shall preclude the above conditions, unless the employee has made a written request for a change and her or his immediate supervisor has agreed in writing.
- (d) Requests shall be made in writing to the direct Manager by October 15th of the given year.
- (e) Notices with respect to time off on Christmas and New Year's holidays will be posted by the 1st of December each year.
- (f) In order to accommodate variations in a calendar year and the date by which employees must request time off at Christmas and New Years, no less than a four (4) week schedule and no more than a eight (8) week schedule shall be posted prior to November 15, provided the Employer brings the scheduling concerns to the Hospital-Union Committee by the June meeting of each calendar year.
- (g) An employee requesting changes in the Christmas or New Years schedule will secure their own replacement and obtain that employee's agreement in writing. This request will be submitted to the manager for approval.
- (h) It is understood that such exchange initiated by an employee and approved by the Employer shall not be considered as a violation of the scheduling regulations and will not result in premium payment.
- (i) It is understood that such an exchange shall have no bearing on her or his alternating Christmas or New Years schedule for the following year.
- (j) The only scheduling regulations that shall apply between December 15th and January 15th are as follows:
 - i) Employees shall not be subjected to short turn around times;
 - ii) Employees on extended tours shall not be subjected to more than three (3) tours in a row and will be scheduled 48 hours off after three (3) consecutive extended night tours.

- iii) Inclusive of the preceding and subsequent weekends of December 15 to January 15, employees shall not be required to work more than three (3) consecutive weekends.
- iv) Employees not on extended tours shall not be subjected to more than seven (7) consecutive days.
- v) Employees on extended tours shall not be subjected to more than five (5) tours in any seven (7) day period.
- vi) Employees working extended tours shall be scheduled balancing time off every twelve (12) weeks. Once established the Employer cannot change the employees balancing time off except by mutual agreement. During the Christmas period the employer may change the balancing time off within the pay period.
- vii) Full time employees will not be scheduled for on-call during their five (5) consecutive days off noted in paragraph M-17 (b).
- viii) The hospital will endeavour to keep the 2 Day 2 Night scheduling model whole during this period.

Where an employee has been scheduled to work outside the regulations outlined above, she or he shall receive premium payment in accordance with the provisions of Article 14.03 for the hours worked outside this provision.

- (k) Weekend Worker schedules will be maintained throughout the Christmas and New Year period. They will work the holiday or holidays that fall on their weekend to work.

L-19

Regular Part Time Employees Hired Prior to April 1, 1982

The employee must be available as required by the Employer to work ten (10) calendar months of the year which must include the following conditions:

- (a) one (1) weekend in four (4), if required;
- (b) two (2) tours per week. For this purpose a week is defined as Monday through Sunday inclusive;
- (c) either Christmas or New Year's Day if required and scheduled;
- (d) be available to work extended or regular tours.

L-20

Regular Part Time Employees Hired or Transferring After April 1, 1982

- (a) All regular Part Time employees shall be oriented and posted to the same unit or group of like units.
- (b) Work one (1) weekend in two (2), if required.

- (c) Must be available to work at least two (2) tours per week. For this purpose a week is defined as Monday through Sunday inclusive. An employee may work additional tours with the mutual agreement of the employee and her or his immediate supervisor.
- (d) Work if required and scheduled during the five (5) day period over Christmas or New Years.
- (e) Have three (3), four (4), five (5), six (6) weeks vacation based on years of service and in accordance with the vacation entitlement of Full Time employees, or any greater benefit as negotiated and/or awarded to Full Time employees.
- (f) Be available to work extended or regular tours.

L-21 Casual Employees

- (a) All casual Part Time employees shall be oriented to a Unit or group of like Units for which they shall be available.
- (b) Casual employees shall provide their availability indicating shifts and days on forms provided by the Hospital to their Manager on the day the schedule is posted.

Note: Change of Category

If an employee wishes to change her or his category to casual, she or he must make a written request to the Unit Manager.

L-22 Regular and Extended Tours (Regular Part Time)

- (a) All regular part time employees in a unit will be scheduled up to their committed hours by seniority before any casual part time employees are utilized.
- (b) When regular part time employees on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part time employees on the unit on the basis of seniority, prior to offering tours to casual employees, subject to the following:
 - i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
 - ii) A tour will be deemed to be offered whenever a call is placed;
 - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;

- iv) When a regular part time employee accepts an additional tour, s/he must report for that tour unless arrangements satisfactory to the Hospital are made;
- v) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.

L-23

Scheduling of Part Time Tours (Beck language)

- (a) Decentralized regular part time employees in a unit will be scheduled up to their commitment, equitably.
- (b) Decentralized regular part time employees will be offered additional tours, in their units, by seniority.
- (c) Resource employees shall be scheduled in accordance with paragraphs (a) and (b) above.
- (d) Regular part time employees who want additional tours must so indicate to the Hospital, in writing twice a year (in February, to include prime summer vacation period and September, to include Christmas and New Years). Changes to availability will only be accepted due to extenuating circumstances.
- (e) Provided they are qualified, additional tours, which occur on short-term notice, will be offered to regular part time employees in the resource pool based on seniority.
- (f) When additional tours are available that are not of short-term notice, these additional tours will first be offered to decentralized employees, who have indicated they want additional tours based on seniority.
- (g) Where additional tours remain, these tours will be offered to regular part time employees, including resource and decentralized employees, who have indicated they want additional tours, based on seniority.
- (h) If additional tours remain, these tours will be offered to casual part time employees.

L-24

Overtime Hours (Part-time and Full-time)

- (a) When it is necessary to offer full tours with over-time premium attached, such tours will be first offered by seniority to full time, then regular part-time and then casual part-time giving due consideration to provided availability and patient care needs.
- (b) Where an employee chooses to accumulate approved overtime hours in accordance with Article 14.09, and such time is not mutually scheduled off before March 31st of the following calendar year in which it was earned, such employee shall be paid for such time.

- (c) Accumulated approved overtime hours will be paid out at the request of the employees providing the request is made in a timely manner.

L-25 Weekend Worker

- (a) Any new weekend worker positions or vacancies shall be posted and filled in accordance with the collective agreement (Article 10).
- (b) Either the Employer or the Union may discontinue this agreement. The parties will meet to discuss the discontinuance prior to giving ninety (90) days notice of such discontinuation. It is understood and agreed that such discontinuance shall not be done in an unreasonable or arbitrary manner.
- (c) These positions will not result in the layoff of any full-time or regular part-time registered nurses.

L-26 Reassignment of Nurses

The Hospital and the Union recognize that it is a management right to reassign an employee who is scheduled to work in accordance with the provisions of the Central Collective Agreement. The Hospital and the Union agree to implement the following principles if such reassignment occurs:

- (a) Employees working on that unit on the shift may volunteer to be reassigned and the most senior volunteer will be reassigned.
- (b) Should there be no one who volunteers and the unit has not developed unit specific guidelines, reassignments will occur in the following order based upon reverse order of seniority; casual part-time, regular part-time, full-time employees, provided the employees possess the required skill and experience as determined by the hospital.
- (c) The Hospital will not reassign the permanent Charge Nurse, Nurse in Charge, preceptors and mentors with students or new employees still in their probationary period or existing employees transferring to a new Unit still in their familiarization period.
- (d) The reassigned employee will identify, to the Charge Nurse or Nurse in Charge, her skills, experience and orientation needs in relation to duties required on the receiving unit.
- (e) The reassigned employee will be provided with a resource nurse on the receiving unit and an appropriate patient assignment keeping patient care requirements as a first priority.
- (f) The resource nurse will familiarize the reassigned employee to the general functioning of the unit.
- (g) An employee from one unit will not be reassigned to allow time off for another employee on another unit. The union shall be copied on all reassignment guidelines.

- (h) Nurses who have been rehired as a casual after retiring and are eligible to retire under the terms of the HOOPP shall not be reassigned from their unit without their agreement.

L-27 Shift Cancellation

As contemplated in Article 14.12, in the event of shift cancellation once the shift has commenced such cancellation shall be in the following order on the unit:

- (a) Nurses on overtime by reverse order of seniority
- (b) Casual nurses by reverse order of seniority
- (c) Regular part-time nurses (including Job Sharers) by reverse order of seniority.
- (d) Full-time nurses by reverse order of seniority.

ARTICLE M - DEFINITIONS

- M-1 Tour - Where the word "tour" is used in this Agreement, it is to be read as synonymous with the word "shift".

ARTICLE N - UNIFORMS

- N-1 Every reasonable effort will be made by the Hospital to provide proper accommodation for employees to keep their clothes and to change into and out of uniforms.
- N-2 Employees are required to store all clothing items in the designated lockers provided for this purpose.
- N-3 The Hospital shall provide scrub dresses/scrub suits for all employees working in the OR, PACU, L&D, CV Lab, Emergency and IVR.

ARTICLE O - BULLETIN BOARD

- O-1 The Hospital shall provide bulletin boards with keys upon which the Union shall have the right to post notices subject to the approval of the Employer prior to the posting.
- Requests for additional bulletin board space (outside of existing glassed boards) will not be declined in an unreasonable or arbitrary manner.
- O-2 Unit representatives may at any time post a Hospital approved notice of local meetings (using the agreed notice template) on the approved Union bulletin boards.
- O-3 The Hospital will provide a centralized mail pick-up for Ontario Nurses' Association business at a mutually agreed place in the Hospital.
- O-4 The Employer agrees to provide:

- (a) A locked Union office space for the Bargaining Unit President
- (b) Wireless computer access for the Bargaining Unit President;
- (c) One voice mail for Bargaining Unit President and Site Vice-Presidents through one phone extension

ARTICLE P - MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE

- P-1 The Employer will provide an information pamphlet on the Hospital's liability insurance policy and to provide education on legal matters pertaining to nursing. The Union may submit its concerns and suggestions in writing to facilitate planning of the program.

ARTICLE Q - CHANGES TO STAFF COMPLEMENTS

- Q-1 The Hospital and Union will discuss the transfer of employees from another agency to the Hospital or from the Hospital to another agency whenever a proposal has been made to merge, consolidate or integrate services from one agency to another.
- Q-2 Where the employees of such other agency are represented by the Union, such discussions may take place in conjunction with the other agency and representatives of the employees affected.
- Q-3 Discussions will include but not be restricted to seniority and service.

ARTICLE R - PREPAID LEAVE

- R-1 Effective April 1, 1989, a maximum of twenty (20) employees may be away from the Hospital at any one time. The distribution of these employees will be determined in a fair and equitable manner in accordance with staffing levels at the discretion of the Hospital. The parties agree to review the number of employees who may access the prepaid leave plan each calendar year.

ARTICLE S - JOB SHARING

- S-1 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:
- (a) Job sharing requests with regard to Full Time positions shall be considered on an individual basis.
 - (b) Total hours worked by the job sharer shall equal one (1) Full Time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Unit Manager or designate.

- (c) The above schedules shall conform with the scheduling provisions of the Full Time Collective Agreement.
- (d) Each job sharer may exchange shifts with her or his partner as well as with other employees as provided by the Collective Agreement.
- (e) 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 employee would be required to work.
- (f) Coverage:
 - i) 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 unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - ii) Vacation, Maternity Leave, and other Leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit 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.

Implementation

- (g) 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 Agreements.
- (h) Any incumbent Full Time employee wishing to share her or his position, may do so without having her or his 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.
- (i) If one of the job sharers leaves the arrangement her or his position will be posted. If there is no successful applicant to the position, the shared position must revert to a Full Time position. The remaining employee will have the option of continuing the Full Time position or reverting to a Part Time position for which she or he is qualified. If she or he does not continue Full Time, the position must be posted in accordance with the Collective Agreement.
- (j) Discontinuation

Either party may discontinue a 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.

ARTICLE T – WORKPLACE SAFETY AND INSURANCE BOARD AND REINSTATEMENT

- T-1 The Hospital will notify the Bargaining Unit President of the names of all employees who go off work due to a work related injury and the date of their return to work.
- T-2 When it has been medically determined that an employee is unable to return to her or his former position due to a permanent disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
- T-3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
- T-4 The Hospital will communicate the WSIB surcharge rebate summary information to the Joint Health and Safety Committee in the scheduled meeting immediately following the Hospital's receipt of the information from WSIB.

ARTICLE U - VIOLENCE IN THE WORKPLACE

- U-1 Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- U-2 The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the 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.
- U-3 The Hospital will report all incidents of violence to the Joint Health and Safety Committee as legally required to do.
- U-4 The Hospital 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 as required.
- U-5 The Hospital, with the employee's consent, will inform the Union within three (3) days of any employee who has been subjected to violence while performing her or his work. Such information shall be submitted in writing to the Union as soon as possible.
- U-6 The Hospital will consider requests for reimbursement for damages incurred to the employees personal property as a result of being assaulted while performing her or his work. The employee will endeavour to present her/his claim to the Hospital within seven (7) days of the event unless impossible to do so during this period.

ARTICLE V – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL

- V-1 The hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
- V-2 At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
- V-3 The review and revision shall be done more frequently than annually if,
- (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - (b) there is a change in circumstances that may affect the health and safety of an employee.
- V-4 The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

ARTICLE W – NEEDLE STICK AND SHARPS INJURIES

- W-1 The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

ARTICLE X - EARLY AND SAFE RETURN TO WORK

The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union will advise the RWC as soon as possible when return to their original position or unit has not occurred. The Hospital in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.

- X-1 The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.
- (a) A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is

required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium.

The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:

- i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
 - ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
 - iii) Employees who required temporary or permanent accommodation in the workplace.
- (b) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
 - (c) The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union will advise the RWC as soon as possible when return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
 - (d) The Hospital will advise the Union of offers permanent accommodation within or outside the bargaining unit.
 - (e) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
 - (f) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven to be unsuccessful.
 - (g) Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
 - (h) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the

operational needs of the unit, safety of patients and employees working in the unit.

- (i) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodations of extended duration.
- (j) The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
 - i) the employee is permanently accommodated in another position or arrangement
 - ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future
 - iii) the Hospital may elect to fill disabled employee's home position by posting a temporary to permanent vacancy:
 - A) In so selecting, the position will be filled in accordance with the job posting provisions of the collective agreement.
 - B) If and when it is confirmed that the disabled employee cannot return to her original position, the position may be offered to the incumbent on a permanent basis.
 - C) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
 - D) Filling of a disabled employee's home position does not remove the parties' duty to accommodate that employee.

ARTICLE Y - MISCELLANEOUS

- Y-1 The Union will be updated on all floating guidelines for each unit as changes occur.
- Y-2 An employee who is on Long Term Disability shall have her or his benefits continue. However should the employee choose not to continue paying her or his share of premiums while on LTD, the Hospital will not be required to pay its share.
- Y-3 Unsuccessful applicants of job postings will be notified in writing at the same time the Union is notified of staff movement in accordance with Article 10.06 (b).
- Y-4 Voluntary Part-time Benefits

In accordance with the Central Letter of Understanding in the above noted issue, the parties agree as follows:

- (a) Newly hired part-time nurses will be eligible to enroll subject to normal enrolment provisions.
- (b) Benefits, which include extended health coverage, dental, life insurance and hospitalization, will be available by payroll deduction at full premium cost to the employee.
- (c) If the part-time nurse has no earnings, or sufficient earnings, in the pay period in which the premiums are normally deducted, the amount owing will either be deducted from the immediate following pay or the employee must make payment in full to the Payroll department.
- (d) The amount of life insurance coverage will either be \$5,000.00 or \$60,000.00, the choice being the employee's when they enroll in the program.
- (e) If employees choose to enroll in the voluntary program, they will be required to participate in all benefits listed in paragraph (d).
- (f) Employees may withdraw from this understanding at their discretion provided notice is in accordance with benefit carriers. Opportunity for re-enrollment will be subject to the same terms and conditions as outlined in this agreement.
- (g) All terms and conditions with respect to benefit plans, carriers, substitutions will be in accordance with Article 17 of the collective agreement.

SIGNING PAGE

Dated at Kingston, Ontario this 24th day of March, 2017.

FOR THE HOSPITAL

"Micki Mulima"

"Dr. David Pichora"

"Sandra Carlton"

FOR THE UNION

"Mark Miller"

"Cathryn Hoy"

"Ellen Mulville"

LETTER OF UNDERSTANDING**BETWEEN**

**Kingston General Hospital
(the "Hospital")**

and

**Ontario Nurses' Association
(the "Union")**

RE: Superior Conditions For Former Cancer Care Ontario Nurses

- 1) Vacation – Full Time - After the completion of one (1) year of service, 1.67 working days per month (twenty (20) days per year). Effective April 1, 2003, after the completion of three (3) years of service, 1.67 working days per month (twenty (20) days per year). Nurses who were on staff prior to April 1, 2003 shall continue to maintain their superior vacation entitlement.
- 2) Vacation pay shall be paid to a casual part time nurse on a bi-weekly basis and in lieu of vacation with pay and shall be calculated on their regular earnings on the following basis:

<u>Hours worked since date of last hire</u>	<u>Vacation Pay Percentage</u>
0 - 1500	6%
1501 – 21000*	8%
4501 – 21000 (effective April 1, 2003)	8%
21001 – 34500	10%
Over 34500	12%

Nurses who were on staff prior to April 1, 2003 shall continue to maintain their superior vacation entitlement.

3) Paid Holidays

Employees will recognize the same paid holiday schedule as that listed for ONA, local 099, article I.

Pro-Rata Full-Time Employees (not subject to expiry of collective agreement)

- (a) The following employees' hours of work shall be reduced from 37.50 hours per week to the number of hours per week listed below:

Names of affected employees will be maintained by the Manager of Employee Relations for the Hospital, Bargaining Unit President, and the servicing Labour Relations Officer for Kingston General Hospital.

- (b) Employees shall continue to be eligible to participate in the benefit plans in accordance with Article 17 in the ONA collective agreement with the subsidized benefit arrangements as follows:

- i) The employer shall contribute 100% of the billed premiums for group life insurance based on the employees pro-rated annual salary reflecting the above reduced hours of work. It is understood that the employee’s life insurance has been accordingly reduced to reflect her reduced annualized salary.
- ii) The employees will contribute 25% of the billed premium for group long term disability based upon their pro-rated insurable earnings reflecting the above reduced hours of work.
- iii) The employees shall continue to participate in the pension plan and their contributions will be based on their pro-rated pensionable earnings reflecting the above reduced hours of work.
- iv) The employer will contribute 75% for the billed premium for dental plan and the extended health plans and 100% for the billed premium for semi-private.
- (c) The employees shall also be entitled to pro-rated paid holidays and short term disability in accordance with the collective agreement.
- (d) The employees shall be entitled to accrue pro-rated vacation reflecting their reduced hours of work with future adjustment based on years of service.
- (e) It is understood that the percentage in lieu in Article 19.01 of the ONA collective agreement shall not be applicable while any employee is receiving benefits under this agreement.
- (f) Seniority and service shall be converted and calculated, subject to any adjustments on the basis of one year full-time seniority or service shall equal to 1500 hours of part-time work.
- (g) This agreement is subject to cancellation by either party on two weeks written notice.

Dated at Kingston, Ontario this 24th ___ day of ___ March ___, 2017.

FOR THE HOSPITAL

FOR THE UNION

“Micki Mulima”

“Mark Miller”

“Dr. David Pichora”

“Cathryn Hoy”

“Sandra Carlton”

“Ellen Mulville”

LETTER OF UNDERSTANDING

Between

**Kingston General Hospital
(the "Hospital")**

And

**The Ontario Nurses Association
(the "Union")**

RE: Internship Program Opportunities

The parties agree to meet, upon request to discuss the possibility of internship for posted positions left vacant due to a skill gap or no qualifications in accordance with Article 9.09 of the collective agreement.

Dated at Kingston, Ontario this ____24th ____ day of March, 2017.

FOR THE HOSPITAL

FOR THE UNION

"Micki Mulima"

"Mark Miller"

"Dr. David Pichora"

"Cathryn Hoy"

"Sandra Carlton"

"Ellen Mulville"

LETTER OF UNDERSTANDING

Between

**Kingston General Hospital
(the "Hospital")**

And

**The Ontario Nurses Association
(the "Union")**

RE: Innovative Schedules For Retention Purposes

The parties agree to establish by 2007 April 16 an ad-hoc committee to discuss scheduling issues including combined regular and extended tour schedules and short shift initiatives. The committee will be made up of equal numbers of Hospital and Union members. Such time off for committee meetings will be Hospital paid time.

Any disputes arising from the committee are deemed inarbitrable and cannot be referred to local interest or rights arbitration.

Dated at Kingston, Ontario this ___24th ___ day of ___March___, 2017.

FOR THE HOSPITAL

FOR THE UNION

"Micki Mulima"

"Mark Miller"

"Dr. David Pichora"

"Cathryn Hoy"

"Sandra Carlton"

"Ellen Mulville"

LETTER OF UNDERSTANDING

Between

**Kingston General Hospital
(the "Hospital")**

And

**The Ontario Nurses Association
(the "Union")**

RE: Weekend Workers in the Renal Unit, Christmas Schedule

As an amendment to the original Renal letter of July, 2005, the parties agree that the employees will be scheduled in accordance with Article 13.04 of the ONA collective agreement as weekend workers in the Renal Unit at Kingston General Hospital. The weekend will be recognized as being Friday and Saturday for these employees except for the purposes of Christmas scheduling, Article L-18 (b).

For purposes of this collective agreement the weekends will be as follows:

- 2014 – the weekend will be Saturday and Sunday
- 2015 – the weekend will be Saturday and Sunday
- 2016 – no change
- 2017 – the weekend will be Saturday and Sunday

(When Christmas or New Year's falls on a Sunday, the week-end does not change).

Each year the renal unit is closed Christmas Day and New Years and open the Sundays of the holiday weeks, as such the weekend for the weekend worker will be Saturday and Sunday for 2 weekends)

The provisions of L-18 (b) will be amended to read:

Time off at Christmas shall, based on operational requirements, include December 24, 25, 26. Time off at New Year's shall, based on operational requirements, include December 31 and January 1.

Dated at Kingston, Ontario this ___24th ___ day of March, 2017

FOR THE HOSPITAL

FOR THE UNION

"Micki Mulima"

"Mark Miller"

"Dr. David Pichora"

"Cathryn Hoy"

"Sandra Carlton"

"Ellen Mulville"

LETTER OF UNDERSTANDING**Between****Kingston General Hospital
(the "Hospital")****And****The Ontario Nurses Association
(the "Union")**RE: Vacation Accrual Reduction

The Hospital and the Union agree that this understanding will work in accordance with Article G.9 of Appendix 5 and is for the life of this Collective Agreement. Should an employee have a vacation accrual carryover balance from the previous year higher than one hundred and fifty (150) hours, the following will be implemented.

**TIMEFRAMES IN WHICH EXCESS
VACATION BALANCES TO BE TAKEN**

<u>Vacation Balances as at 2014, March 31</u>	<u>Minimum Timeframe to use excess vacation days</u>	<u>To be Taken:</u>
Less than 150 hours	Not affected as within 150 hour allowable carryover	Whatever is accrued in fiscal 2015 so that balance does not exceed 150 hours on 2015 April 01.
More than 150 hours but less than 225 hours	By end of fiscal 2015	Whatever is accrued in fiscal 2015 plus at least 75 hours
More than 225 hours but less than 300 hours	By end of fiscal 2016	In both fiscal 2015 and fiscal 2016 whatever is accrued in each fiscal year plus at least 75 hours each fiscal year
More than 300 hours	Depends on the number of hours in excess of 300	In each subsequent fiscal year, commencing with fiscal 2015, whatever is accrued in each fiscal year plus at least 75 hours each fiscal year until such time as the vacation balance is reduced to 150 hours.

The parties agree to discuss any rising issue(s) or concern(s) about this process at the Hospital-Association Committee meetings.

Dated at Kingston this ____24th ____ day of March, 2017.

FOR THE HOSPITAL

FOR THE UNION

"Micki Mulima"

"Mark Miller"

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"Ellen Mulville"

LETTER OF UNDERSTANDING

Between

**Kingston General Hospital
(the "Hospital")**

And

**The Ontario Nurses Association
(the "Union")**

RE: Joint Commitment to Review On-Call Scheduling for the Registered Nurse First Assists (RNFA)

1. The parties agree to meet with the Program Manager, Operating Room/Perioperative Services by August, 2014 to discuss on-call scheduling of the RNFA's.
2. The meeting will be attended by equal members of Hospital and Union members. Such time off for the meeting will be Hospital paid time.
3. The parties agree that this agreement is made on a without prejudice or precedent basis.

Dated at Kingston this ___24th ___ day of ___ March ___, 2017.

FOR THE HOSPITAL

FOR THE UNION

"Micki Mulima"

"Mark Miller"

"Dr. David Pichora"

"Cathryn Hoy"

"Sandra Carlton"

"Ellen Mulville"

LETTER OF UNDERSTANDING**Between****Kingston General Hospital
(the "Hospital")****And****The Ontario Nurses Association
(the "Union")**RE: Part Time College and University Teaching/Instructing Opportunities

Preamble

The Hospital and Union recognize the mutual benefit of having Registered Nursing staff perform as part time teachers and instructors outside of their primary commitment to the Hospital. To facilitate the ongoing scheduling commitment to the Hospital while also allowing such staff to attend to the duties as teachers and instructors of recognized nursing diploma or degree programs, the parties agree to the following:

1. The nurse will submit her/his teaching schedule to the Hospital for the upcoming school year as soon as it becomes available. It is assumed the schedule will encompass a semester time period and must be submitted within schedule request timelines.
2. The Hospital will not be unreasonably schedule the nurse on the committed education days.
 - a) The full time nurse will arrange with their unit manager or designate for another mutually agreeable day where their normal Unit rotation falls on a teaching/instructing day. It is expected the full time nurse will maintain their full time commitment during a pay period, failing that; the nurse may utilize lieu/vacation time if approved.
 - b) The part time nurse will be scheduled around the committed teaching days and are required to meet all of the Collective Agreement part time scheduling commitments.
3. It is understood that no premiums will be paid as a result of this agreement.
4. It is expected that nurses will be available for their regular schedule during holiday and prime time periods.
5. The Hospital and Union agree that this trial arrangement will be reviewed on an annual basis.
6. The parties agree that this agreement is made on a without prejudice or precedent basis.

Dated at Kingston this ___24th___ day of March, 2017.

FOR THE HOSPITAL

FOR THE UNION

"Micki Mulima"

"Mark Miller"

"Dr. David Pichora"

"Cathryn Hoy"

"Sandra Carlton"

"Ellen Mulville"

LETTER OF UNDERSTANDING

Between

**Kingston General Hospital
(the "Hospital")**

And

**The Ontario Nurses Association
(the "Union")**

RE: Joint Commitment to Review the Christmas Scheduling Process

1. The parties agree to establish an adhoc committee by July 28, 2014 to discuss the scheduling process related to Article L-17.
2. The committee will be made up of an equal number of Hospital and Union members. Such time off for committee meetings will be Hospital paid time.
3. The parties agree that this agreement is made on a without prejudice or precedent basis.

Dated at Kingston this 24th day of March, 2017.

FOR THE HOSPITAL

FOR THE UNION

"Micki Mulima"

"Mark Miller"

"Dr. David Pichora"

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