

COLLECTIVE AGREEMENT

Between:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL
(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2018

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APPENDIX 3

SALARY SCHEDULE

Effective April 1, 2016						
	Registered Nurse	Nurse Practitioner (+20%)	Charge Nurse/ Discharge Planner / Clinical Resource Nurse / Professional Practice Leader (+4.21%)	Patient Educator/ Mental Health Resource Nurse (+3%)	Graduate Nurse (x 0.94)	
Start	31.45	47.80	32.77	32.39	29.56	
1 Year	31.91	48.02	33.25	32.87	29.99	
2 Years	32.45	48.28	33.82	33.42	30.50	
3 Years	34.04	49.05	35.47	35.06	32.00	
4 Years	35.65	49.83	37.15	36.72	33.51	
5 Years	37.66	50.80	39.25	38.79	35.40	
6 Years	39.68	51.77	41.35	40.87	37.30	
7 Years	41.72	52.75	43.48	42.97	39.22	
8 Years	44.68	54.18	46.56	46.02	42.00	
25 Years	45.47	54.56	47.38	46.83	42.74	

Effective April 1, 2017						
	Registered Nurse	Nurse Practitioner	Discharge Planner / Clinical Resource Nurse / Professional Practice Leader	Patient Educator/ Mental Health Resource Nurse	Graduate Nurse	Charge Nurse
Start	32.21	48.47	33.57	33.18	30.28	34.21
1 Year	32.36	48.69	33.72	33.33	30.42	34.36
2 Years	32.90	48.96	34.29	33.89	30.93	34.90
3 Years	34.52	49.73	35.97	35.56	32.45	36.52
4 Years	36.15	50.53	37.67	37.23	33.98	38.15
5 Years	38.19	51.51	39.80	39.34	35.90	40.19
6 Years	40.23	52.50	41.92	41.44	37.82	42.23
7 Years	42.30	53.49	44.08	43.57	39.76	44.30
8 Years	45.30	54.93	47.21	46.66	42.58	47.30
25 Years	46.10	55.33	48.04	47.48	43.33	48.10

NOTE: The differential between the Registered Nurse and Nurse Practitioner wage rate is (n + 20%).

The differential between the Registered Nurse and Charge Nurse, Discharge Planner, and Clinical Resource Nurse wage rates is (n + 4.21%). – In effect April 1, 2016

Effective January 1, 2017 – Charge Nurse rates will be as illustrated in above schedule.

The differential between the Registered Nurse and Patient Educator, and Mental Health Resource Nurse wage rates is (n + 3%).

The differential between the Registered Nurse and Graduate Nurse wage rate is (n x 0.94).

APPENDIX 4

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

Clause # Central Award (Full-time)	Applicable Clause from Existing Collective Agreement October 1, 1978 – September 30, 1980.
10.04 NOTE	<p>11.06 (a) "Continuous Service" shall mean unbroken employment and shall include the following:</p> <p>Vacation and Holidays</p> <p>Scheduled days off</p> <p>Approved leave of absence without pay (except leave of absence due to pregnancy)</p> <p>Absence because of illness or injury for a period of up to one (1) year.</p> <p>Suspension</p>

This superior benefit applies to Nurses employed October 23, 1981 while continuously employed by the Hospital.

19.09	Schedule A – No. 6
	Educational Increments
	The following educational increments shall be applicable to all Registered Nurses:
	Special courses with a certificate of not less than three (3) months approved by the Director of Nursing in writing or CHA/CNA Nursing Unit Administration
	Course or equivalent – \$20.00 per month
	A one (1) year University Diploma in Nursing – \$40.00 per month
	B.Sc in Nursing – \$80.00 per month
	Master's Degree in Nursing or Nursing Education – \$120.00 per month

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

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10. 11.06(a)	<p>"Continuous Service" shall mean unbroken employment and shall include the following:</p> <p>Vacation and Holidays</p> <p>Scheduled days off</p> <p>Approved leave of absence without pay (except leave of absence due to pregnancy)</p> <p>Absence because of illness or injury for a period of up to one (1) year.</p> <p>Suspension</p>
15.01 NOTE	<p>Schedule C NO. 9</p> <p>Statutory and Civic Holidays</p> <p>If a part-time Nurse works on a holiday referred to in Paragraph 15.01 of this Agreement, she/he shall be paid at time and one-half (1½) her/his regular straight time hourly rate for all hours worked on such holiday. Where in addition she/he is required to work additional hours following her/his full tour on that day (but not including hours on a subsequent regularly scheduled shift for such Nurse) she/he shall receive two (2) times her/his regular straight time hourly rate for such additional hours worked.</p>

APPENDIX 5**LOCAL PROVISIONS****ARTICLE A – RECOGNITION**

A-1 The Hospital recognizes the Ontario Nurses' Association, as the exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Leamington District Memorial Hospital at Leamington save and except Nurse Manager, persons above the rank of Nurse Manager, Occupational Health Nurse and Staff Educator.

ARTICLE B – MANAGEMENT RIGHTS

B-1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, retire, direct, promote, demote, classify, transfer, lay off, recall, and to discipline, suspend or discharge for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an Employee has been disciplined, discharged or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interests of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the work establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time, reasonable rules and regulations to be observed by the Nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement;
- (f) generally to operate the Leamington District Memorial Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

B-2 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions and intent of this Agreement.

ARTICLE C – ASSOCIATION COMMITTEES AND REPRESENTATIVES

C-1 The Hospital agrees to recognize the following Representatives of the Association:

- (a) Negotiating Committee of not more than three (3) Registered Nurses.

- (b) A Grievance Committee of not more than three (3) Registered Nurses.
- (c) Six (6) Registered Nurse Representatives in the Hospital's employ, to assist Nurses in presentation of any disagreement that might arise.

Where a Nurse Representative is transferred from a department in respect of which she/he acts as Nurse Representative on behalf of the Employees in the said department, she/he will continue to act as Nurse Representative in respect of the said department until a new Nurse Representative is appointed, and the name and address of the new Nurse Representative advised to the Vice President Patient Services & Chief Nursing Executive (CNE), or until thirty (30) days from the date of transfer shall have elapsed, whichever event shall first occur.

- (d) Hospital-Association Committee of four (4) Association Representatives.

If a Hospital or Association Representative is unable to be present at a meeting of the Committee, both parties will have the right to name an alternate Representative for that meeting.

The Bargaining Unit President or Designate will identify to the Hospital which Committee Members require payment under Article 6.03(e) at each H.A.C. meeting.

- (e) A Professional Development Committee of four (4) Union Representatives.

C-2 Interview

The time and place of the interview referred to in Article 5.06 of the Central portion of the Collective Agreement will be scheduled during the first four (4) weeks of employment at a mutually agreed upon time.

- C-3 The President of the Local Association will remain on the day tour for the term of office. However, where the Hospital would not be able to fulfill its scheduling obligations under Articles J, K, or L for all other Nurses on a unit due to the above, the hours of work of the President shall be scheduled by mutual agreement.

Early and Safe Return to Work

The Employer and the Union agree to support the principle of early and safe return to work of injured/ ill workers. Further the parties agree to comply with the early and safe return to work provisions pursuant to the Workplace Safety and Insurance Act and in compliance with the obligations to accommodate employees under the Human Rights Code.

The parties agree to utilize return to work principles and guidelines that promote individualized early and safe return to meaningful work programs based upon what is reasonable and medically necessary. Where there is reasonable possibility that a Nurse may return to work on modified duties the employer will provide the Nurse with a Functional Abilities Form to be completed by the respective attending physician for completion. Such form will be submitted to the Occupational Health Nurse.

C-4

Return to Work Plan

When it has been medically determined that an employee is ready to return to work, the Hospital and the Union will meet with the affected employee and the Director to create, recommend and implement a return to work plan. The Plan will include developing and recommending strategies for:

- (a) Integrating accommodated worker back into the workplace.
- (b) Educating employees about the legal, personal and organizational aspects of disabled workers to work.
- (c) In creating a return to work plan, the Hospital, the Union and the Director will examine the disabled employee's abilities and accommodation needs to determine if the employee can return to her/his:
 - i) Original position/ unit with or without accommodations
 - ii) Alternate positions outside the original unit.
- (d) In creating a return to work plan, the parties will consider the employee's abilities and accommodations needs and if she/he is unable to return to work in accordance with (c) above, the parties will identify any available positions in which the employee may be accommodated.
- (e) An employee in need of permanent accommodation may be temporarily accommodated, in an available position until a permanent arrangement is established. Such a Nurse will remain on the list of Nurses requiring permanent accommodation.
- (f) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that they must balance additional factors including, in no particular order
 - i. Skills, ability and experience
 - ii. Ability to acquire skills
 - iii. Path of least disruption in the workplace
 - iv. Seniority
- (g) When more than one (1) employee is deemed by the parties to be suitable for a particular position or arrangement and the factors set out in f (a) and f (b) are relatively equal, seniority shall govern.
- (h) When a position or position in the bargaining unit, which may be appropriate for modified work, become available for posting by the Hospital, the Hospital shall withhold such posting(s) until: the Union has been notified and has had an opportunity to discuss and review the suitability of Employees with the Hospital requiring permanent modified work to fill the position(s).
- (i) Where the Union and Hospital agree that the position(as per h above) can be filled by an employee requiring permanent modified work, the Union will make necessary arrangements to waive relevant job posting provisions of the Collective Agreement and the Hospital will award the position to the

employee without posting.

- (j) The parties will monitor the status of accommodated employees and the status of employees awaiting accommodation.
- C-5
- (a) The Employer agrees to supply the O.N.A. Representative to the Occupational Health and Safety Committee with a copy of the Employer's Report of Accidental Injury or Industrial Disease (Workplace Safety & Insurance Board Form 7 or the Employer's own form containing the same information), within forty-eight (48) hours of the form being sent to WSIB where such report relates to a member of the bargaining unit.
 - (b) Upon receipt of the information, the employer shall provide the JHSC, at the next scheduled meeting, with any and all information about surcharges and or rebates from the WSIB under their NEER Program.
- C-6
- The Hospital will notify the President of the Local Nurses' Association of the names of all Nurses on LTD as soon as possible after such leave commences.
- C-7
- The Hospital with the Nurse's consent, will inform the Association within seven (7) days of knowledge of any Nurse who has been assaulted while performing her/his work. Such information shall be submitted in writing to the President of the Local Association.
- C-8
- The defined units in the Hospital for the purposes of this Collective Agreement are as follows:
- (a) Med / Surg (inclusive of OB Services);
 - (b) OR/PACU/PASC/Day Surgery;
 - (c) Emergency Room / ICU (inclusive of Ambulatory Care);
- C-9
- The Bargaining Unit President will be paid at her regular straight time hourly rate for time spent in meetings arranged or requested by the hospital which occur outside her scheduled hours of work. Such hours will be invisible for the purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for the purposes of determining eligibility for premium payment on other hours worked.).
- C-10
- Needlestick/Sharps Incidents
- The parties recognize the potential risks to employees of exposure to blood borne pathogens and agree that through the Joint Health and Safety Committee they will work towards the implementation of measure designed to reduce risk to employees from needlestick/sharps incidents.
- Once a year the needlestick/sharps incidents will be compiled, injury prevention and control measures (procedures, practices and equipment) reviewed by the Joint Health and Safety Committee in the light of current knowledge and practices.
- The review shall be done more frequently on the advice of the Joint Health and Safety Committee or if there is a change in circumstances that may affect the health and safety of a worker.

The hospital will provide training on needlestick/sharps prevention and control measures during new Employee orientation and training updates at least annually thereafter.

C-11 Musculoskeletal Injury Prevention and Control

Once a year the Musculoskeletal incidents will be compiled, injury prevention and control measures (procedures, practices and equipment) reviewed by the joint OH&S committee in the light of current knowledge and practices.

The review shall be done more frequently on the advice of the joint OH&S committee or if there is a change in circumstances that may affect the health and safety of a worker.

The hospital will provide training on Musculoskeletal Injury Prevention and Control measures during new Employee orientation and training updates at least annually thereafter.

ARTICLE D – SENIORITY LIST

- D-1 The seniority list shall be posted by January 15th and July 15th. The list will reflect the period ending prior and closest to December 31st and June 30th respectively. Separate lists for full-time, part-time and casual Nurses will be posted. A copy of the seniority list shall be forwarded to the Bargaining Unit President.

ARTICLE E – LEAVE OF ABSENCE – ASSOCIATION BUSINESS

- E-1 The Hospital agrees to grant a cumulative maximum of sixty (60) days' leave of absence without pay per year for not more than two (2) Employees at the same time provided application for such leave is made in writing to Human Resources. The Employee will endeavour to provide as much advance notice as is possible but not less than ten (10) days prior thereto. In the case of application for leave of absence without pay to attend the Annual Meeting of the Association, the Hospital will allow a minimum of two (2) and a maximum of four (4) Nurses to be absent at the same time provided that no more than two (2) Nurses may be absent from any one area at the same time and provided that the Hospital receives not less than one (1) months' written notice.
- E-2 Upon written application of the Local President an unpaid leave of absence on a date mutually agreed upon on a basis of scheduling and Nurse availability shall be granted to the Local President for three (3) calendar days every two (2) months to be utilized exclusively on Monday to Friday. Such consent shall not be unreasonably withheld.
- Such unpaid leave will be invisible for purposes of determining premium payments and will not be counted for purposes of determining eligibility for premiums payment.
- E-3 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.

- E-4 The Employer shall pay the Bargaining Unit President twenty-two and one half (22.5) hours for a nurse working extended twelve (12) hour tours and fifteen (15) hours for a nurse working regular eight (8) hour tours per every two (2) pay periods for the purposes of conducting union business and attending meetings with the Employer. It is understood that such time will be pre-scheduled at a time mutually agreeable between the Bargaining Unit President and the Employer.

ARTICLE F – PAID HOLIDAYS

- F-1 The following shall be considered Paid Holidays:

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

- F-2 Where a Nurse is entitled to a lieu day, the day shall be taken at a mutually agreeable time to ensure the maintenance of adequate staff. Such lieu day shall be taken within a period of one (1) month before or three months following the said statutory holiday, unless a later date is mutually agreed upon by the Hospital and Employee. Nurses may accumulate lieu days to a maximum of three (3).

- F-3 For Nurses working during any part of the above named holidays, the premium payment will be applied to all hours worked between 2300 hours the day prior to the holiday to 2300 hours on the holiday.

For clarity purposes, Nurses working extended tours starting at 1900 hours on the holiday will receive holiday pay for three and three-quarter (3³/₄) hours.

ARTICLE G – EARNED LEAVE – VACATIONS

- G-1 The vacation year, for purposes of calculating vacation entitlement, is defined as a period of time from April 1st of one year to March 31st of the following year, in accordance with the end of the pay period for the fiscal year end, and the vacation entitlement determination date when referred to in this Agreement, is March 31st of any year during an Employee's period of employment.

- G-2 (a) The vacation roster will be posted on all units by January 15 for the time period of April 1 to September 30, and July 15 for the time period of October 1 to March 31 each year. Nurses will book appointments by seniority with their Clinical Director or designate to indicate their vacation preferences. This process will be completed within 4 weeks of the roster posted unless the Employer and the Union have agreed to an extension. The approved vacation roster will be posted by March 1 and September 1. Vacation will be granted by seniority.

Vacation requests for any vacation time during the period defined as "March Break" shall be granted on a rotating seniority basis as needed unit by unit.

Any vacation requested outside of the above guidelines will be considered on the basis of the date of the submission and the ability of the Hospital to accommodate the request.

No more than three (3) weeks' vacation shall be scheduled off by any one (1) Nurse during the period of May 15 to September 15 of each year. Requests for blocks of vacation during this period will be approved prior to single vacation days being approved. A block of time shall be considered the number of days a nurse requests that results in seven consecutive (7) days off. Where additional time can be scheduled off in a department during prime time, such time will be offered based upon seniority starting with the first individual who was not able to get three weeks approved during that prime time period.

- (b) Vacation quotas for each unit will be provided to the Bargaining Unit President at the time of the posting of the tentative vacation schedule. Vacations may be taken at any time of the year. Vacation requests shall not be unreasonably denied.

G-3 Prior to leaving on vacation, a Nurse shall be notified if possible, of the date and tour of duty to which she/he is to report for work following vacation.

G-4 Vacation may commence on any day of the week and a week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) scheduled days off. A Nurse's vacation period can be broken into segments. The Hospital will grant the utilization of single vacation days up to a maximum of ten (10) days provided that they are requested in writing by the Nurse at least three (3) weeks in advance and providing that they are scheduled at a mutually agreeable time.

G-5 Currently full-time Nurses follow a master rotation schedule. If a full-time Nurse's weekend(s) off fall immediately preceding and/or following any period of scheduled vacation, the master rotation schedule will not be altered in any way. Nurses will not be required to make up any scheduled weekends that fall or were scheduled, within any period of scheduled vacation

G-6 Vacation pay for part-time Nurses shall be paid each pay period for all hours worked during that pay period.

G-7 (a) All regular part-time Nurses shall be entitled to vacation time off equivalent to the vacation entitlement of full-time Nurses based on equivalent years of service calculated pursuant to the formula set out in Article 16.03.

- (b) If requested, every effort will be made to schedule the regular part time Nurse's preferred weekend off. If staffing permits, the Hospital will endeavour to schedule both weekends off.

- (c) At least once in a vacation year, a regular part time Nurse shall be scheduled, in addition to the seven (7) consecutive calendar days, a weekend immediately preceding or immediately following as an extra weekend

off. For clarity, the part time nurse will be available one out of four weekends in that 4 week rotation period. The above is only applicable for vacations requested in compliance with G-2.

- G-8
- (a) Full-time Nurses entitled to supplementary vacation pursuant to Article 16.01(f) will request such vacation as per Article G-2. Unused supplementary vacation will be carried over to the following year(s).
 - (b) Part-time Nurses entitled to supplementary vacation pursuant to Article 16.06 will request such vacation time as per Article G-2. Unused supplementary vacation time will be carried over to the following vacation year(s). The additional two percent (2%) vacation pay will be paid out based on the average weekly hours used for calculation of the Employment Insurance benefit (currently twenty six weeks), within one (1) month of earning the supplementary vacation.

ARTICLE H – MISCELLANEOUS

H-1 The Hospital agrees to install a glass or clear acrylic enclosed lockable bulletin board with a mail slot, measuring not more than 76 cm. wide x 76 cm. long x 10 cm. deep, as provided by the Association, for the sole use of the Association. Notices shall first be submitted to the Director of Human Resources for approval, which approval shall be indicated by the Director of Human Resources initialling the notice to be posted. Approval will not be unreasonably denied.

H-2 Biweekly pays will be directly deposited into a bank account as designated by each Employee, every second Thursday and with an itemized statement issued directly to Nurses.

H-3 All nurses will receive seven and one half (7.5) hours paid per calendar year for continuing nursing education purposes. The paid hours will be related to provision of nursing care requirements and may include certification and/or recertification. Such education will be approved at the discretion of the employer in consultation with the nurse. This education may be related to meeting the nurse's needs identified in a learning plan.

H-4 The Hospital will make scrub uniforms available to all Nurses working in the Perioperative Services, Triage and ER/ICU PN.

H-5 Temporary Full-Time Vacancies

Full-time Nurses may be considered for temporary full-time vacancies on the same basis as Regular part-time Nurses provided for at Article 10.07(d) of the Central Collective Agreement. Such full-time Nurse will continue to be classified as a full-time Nurse and covered by those provisions related to full-time Nurses.

H-6 Notice to Unsuccessful Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

ARTICLE I – STANDBY (FULL TIME AND REGULAR PART-TIME NURSES)

I-1 There shall be equitable distribution of Operating Room Standby duties. For areas other than the Operating Room, the Hospital may request a Nurse who is scheduled to work to be on standby. It is understood that such Nurse may refuse standby duty and report for work as previously scheduled. In addition, Nurses will be advised at least three (3) hours in advance of the possibility of standby duty.

- I-2 (a) Scheduled Standby assignments will be distributed equally among the Nurses in any unit utilizing standby.
- (b) The Hospital will notify the Union in writing prior to initiating scheduled standby assignments on any unit.

Scheduled Standby assignments shall be posted at the time of the tours of duty schedules outlined in Article G-2 and H-1. Nurses shall be permitted to exchange their standby assignments provided approval is received from Nursing Administration.

- I-3 (a) A Nurse will not be scheduled for standby on a scheduled day off or scheduled weekend off, unless mutually agreed between the Nurse and the Hospital.
- (b) When a full-time or regular part-time Nurse is scheduled for standby on a weekend, she/he is considered to be “working” the weekend.
- (c) Nurses on standby may be provided with beepers.
- (d) All Nurses on standby duty must be available at the Hospital within thirty (30) minutes of being called in.
- (e) Standby schedules will not be changed without expressed consent by the Nurse whose schedule is being changed.
- (f) Standby will not be scheduled on a night before a scheduled day shift unless agreed otherwise by the Nurse.
- (g) Where a Nurse has been called in from standby and worked during the hours of the evening or night shift, such Nurse will not be required to work the day shift unless she/he does so by her/his choice.

ARTICLE J – HOURS OF WORK AND WORKING CONDITIONS

J-1 The Hospital will offer a dinner meal tray for staff on weekdays and a lunch or dinner tray on weekends for \$6.00. All orders for dinner must be placed with the Kitchen by 3:00 pm on weekdays. All orders for lunch must be placed with the Kitchen by 9:00 am and for dinner by 3:00 pm on weekends. Trays will be picked up in the kitchen for lunch between 10:30 am and 12:00 pm and for dinner between 4:00 pm and 5:00 pm. Exact change is required. The meal menu will be exactly as that available to patients.

Vending machines are also available for staff use after hours.

J-2 A relief period will be scheduled during each half (½) tour or one (1) combined relief period in a full tour.

J-3 Scheduling Regulations for 8 hour Tours

- (a) Schedules shall provide for not more than five (5) consecutive days of work, unless more is mutually agreed upon as long as eight (8) days off are scheduled each twenty-eight (28) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent. Premium pay will be paid for all hours worked on the 6th and subsequent consecutive shift except where:
- i) Such days are worked by the Nurse to satisfy specific days off requested by such Nurse.
 - ii) Such days are worked as the result of an exchange of shifts with another nurse.
- (b) Annually the Hospital will post on each unit designated days on which a new schedule will be posted, see Appendix A. Each new schedule will cover a 4 week period, except the Christmas/New Year schedule which will cover a six (6) week period. At the time of posting there will be no less than six weeks of posted schedule and for Christmas/New Year there will be no less than eight weeks of posted schedule. All work available in a unit at the time will be assigned prior to the posting of the schedule. If the schedule is posted late or with needs, the employer will provide rationale to the Union.

Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing no less than forty-eight (48) hours prior to the date of the exchange of tours and co-signed by the Nurse willing to exchange days off or tour of duty. Such request initiated by the Nurse and approved by the Hospital shall not result in overtime.

Approvals or replies denying such requests will be in writing and delivered to the Nurse within five (5) days prior to the posting of the schedule excluding Saturdays and Sundays and the Christmas Schedule.

It is understood that the Hospital reserves the right to require nurses to work certain shifts for the purposes of training and education, and that such requirements do not constitute unreasonable denial of a request for specific days off.

- (c) There shall be a period of not less than fifteen (15) hours off between tours of duty except where a Nurse agrees to a shorter period of time. Where the Hospital fails to provide the requisite hours off as provided herein, a full-time and regular part-time Nurse will be compensated with premium pay for all hours worked during the previous sixteen (16) hours.

At least forty-eight (48) hours' time off shall be scheduled following two (2) or more scheduled shifts of night duty and is changing to day or evening shift. For call in purposes, a part-time Nurse must have 24 hours time off before shift changes. Premium pay will be paid for any shift commencing in the forty-eight (48) hours, and twenty-four (24) hours stated above.

- (d) i) Where a full-time Nurse normally rotates on at least two (2) of the three (3) tours of duty, at least fifty per cent (50%) of her/his tours shall be scheduled on the day tour unless otherwise mutually agreed upon by the Nurse and the Employer.
- ii) The following are the normal hours of work, inclusive of a minimum half (½) hour unpaid meal period, for all tours in all nursing departments:
- Day Tour – 0700 – 1500 hours;
 Evening Tour – 1500 – 2300 hours;
 Night Tour – 2300 – 0700 hours.

It is understood that the night tour is the first tour of the day for seven and one-half hour (7.5) tour Nurses.

Where circumstances warrant a change in the starting and stopping times indicated above, the Employer will provide the Association with six (6) weeks' notice and will discuss any changes with the Association prior to implementation.

- (e) i) A full-time or regular part-time Nurse shall, if required, work either Christmas or New Year's Day, but shall be granted at least five (5) consecutive days off including December 24th, 25th and 26th, or December 31st and January 1st.
- ii) The Hospital shall endeavour to give time off over either Christmas or New Year's on an alternating basis so that Nurses will not be required to work the same holiday from year to year unless by the request of the Nurse or by mutual consent. Exchanges made between Nurses will not be considered in the scheduling of Christmas and New Year's in the following year.
- iii) The Hospital will post the Christmas and New Year's schedule on the Thursday of the 8th week prior to Christmas for a twelve (12) week period subject to annual review. Notification of denials will be waived for the Christmas schedule.
- iv) Nurses who work in units normally closed at Christmas and/or New Year's will not be required to work on another unit unless such Nurses request to do so.
- v) The scheduling provisions concerning weekends may be waived during the period between December 15th and January 7th in order to honour the above time off requirements in connection with either Christmas Day or New Year's Day, except in areas which are not normally required to work on weekends or paid holidays. The employer will endeavour not to schedule Employees who are scheduled to work either Christmas or New Year's more than three (3) consecutive weekends during the above noted period.
- vi) On units where the staffing permits some Nurses to be off both Christmas and New Year's, the scheduling of both holidays off shall

be rotated equitably from year to year among all Nurses on that unit so that all Nurses receive the benefit. Where additional time off can be scheduled during the Christmas Day or New Year's Day period, such time off will be distributed equitably among the Nurses on the unit.

- vii) Where the Christmas/New Year's schedule is posted, the Hospital will also post a listing of the previous year's Christmas/New Year's assignment (not including any switches) for all of the Nurses on the schedule. The Hospital will keep a record of the scheduled vs. traded time off for one (1) year for the purpose of clarification. Both the previous year's original Christmas/New Year's assignment and the switches will be provided to the Bargaining Unit President.
 - viii) Vacation time will not normally be granted between December 15th and January 7th. Where operational requirements of the Hospital will allow, vacation will be considered during this period. Where the Hospital has granted an Employee's request for vacation during this period, it is understood that the Hospital may not be able to grant five (5) consecutive days off at Christmas or New year's to that Employee.
- (f) A full-time and regular part-time Nurse is duly entitled to at least two (2) weekends off in four (4), but the Hospital shall make every effort to schedule Nurses off every other weekend. She/he shall be paid time and one-half (1½) her/his regular straight time hourly rate for all hours worked on a third consecutive and all subsequent consecutive weekend(s) worked until a weekend is received off, save and except where:
- i) Such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
 - ii) Such Nurse has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of shifts with another Nurse.
- (g) It is understood that a weekend consists of at least forty-eight (48) consecutive hours off work during the period following the completion of the Friday from Friday night at 2300 until the completion of the Sunday afternoon shift at 2300. Should a Nurse be scheduled to work any part of the forty-eight (48) hours stated above, such Nurse shall be considered as having worked the weekend.
- (h) The Hospital shall not cancel the pre-booked weekend shifts on a third (3rd) weekend that becomes a premium pay weekend as a result of coming in on previous weekends off. This does not preclude the Hospital from cancelling shifts according to seniority resulting from a decrease in the workload requirements.
- (i) i) Where a unit follows a master rotation schedule for full-time positions, such rotation will not be changed without the agreement of seventy-five (75%) percent of the Nurses on that unit who occupy the full-time positions. Where two (2) regular part-time Nurses share a full-time position in a job-sharing arrangement, the regular

part-time nurses in the job-sharing arrangement will be entitled to one (1) vote.

Where a unit master rotation schedule is changed due to a permanent long-term layoff, or the addition of new full-time positions, the Employees on the affected unit will be provided with 90 (ninety) days notice that their master rotations may be amended. Where the above applies and in reference to J-5 (b) no vote will be necessary.

- ii) Where a unit's master rotation schedule is changed pursuant to i) above, individual schedule rotations will be awarded on the basis of seniority. Where the unit's master rotation schedule contains a job-sharing arrangement, the seniority of the two (2) regular part-time Nurses sharing the full-time rotation, will be added together and divided by 2, to determine the seniority to be used for the awarding of rotations.
- iii) Where a unit has a master rotation and a full time line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. Considering a balanced skill mix (novice to expert) (experience and knowledge) of registered nurses, the transfer may be granted to a full time nurse on the affected unit prior to posting the vacancy.

J-4 Reassignment

The parties acknowledge that in accordance with the employer's right to manage and direct its operations it may be necessary from time to time to reassign Nurses to other nursing units in the hospital in accordance 10.08.

The parties acknowledge that the need to ensure safe, quality care on both the sending and receiving unit will be the primary consideration in all reassignment decision making. The selection of the Nurse to be reassigned will be made in the following order:

- (a) ask scheduled Nurses if they wish the opportunity to work on the unit to which assignment is required;
- (b) Casual PT Nurses on a unit, would be reassigned by rotation;
- (c) Regular PT Nurses including Job Sharers would be reassigned by rotation;
- (d) then the most junior FT Nurse would be reassigned, by rotation.

Reassignment to another nursing unit shall not be construed a change in the nurse's work schedule.

Requests for vacation or leave of absence on a unit requiring a Nurse to be reassigned will be considered once it is determined assignment to another unit is not necessary.

Registered Nurses not required to be reassigned would include those Nurses who are in their orientation.

Nurses on the unit on the shift to be reassigned shall be given the opportunity to volunteer for the reassignment. Managers or designate will assess each situation individually in consultation with staff and using the principles outlined to reassign the appropriate staff member. When reassignment situations arise on the off-shift or on weekends the manager on call is available to facilitate reassignment as required. The on-call Manager or designate will work in consultation with staff to determine the appropriate reassignment. Staff members will follow the guidelines for reassignment to another nursing unit.

- J-5
- (a) A full-time Nurse who requests to work a specific tour on a permanent basis shall be granted such request whenever possible.
 - (b) If an Employee working a permanent shift requests to return to rotating shifts, such request will not be denied provided the Employee has been in the permanent shift for a least a one (1) year period.

If an Employee leaves a permanent shift rotation for any reason, or where an Employee is displaced from a permanent shift rotation in a long-term layoff, or where a permanent shift is discontinued for any other reason, the permanent shift rotation will be reverted to a rotating shift position.

The Employees on the affected unit will receive ninety (90) days' notice that their master rotations may be amended. The Hospital will attempt to revise the unit schedules with as little disruption to current master rotations as possible.

- J-6
- Full-time and Regular Part-time A and B Nurses electing equivalent time off in lieu of overtime payment pursuant to Article 14.09 of the full-time Collective Agreement, such accumulation shall not exceed sixty (60) hours for Nurses. Such lieu time off is to be scheduled at a mutually agreed upon time.

Any requests to utilize accumulated overtime cannot exceed the current banked time. Once a full-time and regular part time A and B Nurse have accumulated sixty (60) hours of overtime, all additional overtime will be paid out at the applicable rate if the nurse has not made any attempt to utilize their banked hours.

Nurses who currently have a lieu bank balance in excess of sixty (60) hours will be expected to reduce the balance to sixty (60) hours or less by October 31, 2016. All additional hours above sixty (60) hours will be paid at the applicable rate after October 31, 2016.

- J-7
- (a) The weekend premium payable pursuant to Article 14.15 of the Central portion of the Collective Agreement shall be paid for all hours worked between 2300 hours Friday and 2300 hours Sunday.
 - (b) The defined hours of the evening shift pursuant to Article 14.10 of the Central portion of the Collective Agreement shall be 1500 hours to 2300 hours.
 - (c) The defined hours of the night shift pursuant to Article 14.10 of the Central portion of the Collective Agreement shall be 2300 hours and 0700 hours.

J-8 Overtime

For overtime purposes the standard day for all Nurses covered by this Agreement shall be defined as:

- First shift of day is nights.
- Second shift of day is days.
- Third shift of day is afternoons.

J-9 Once the Employer has exhausted all part-time Nurses, both on the unit as well as those outside the unit who have expressed an interest in writing to work on the unit in a non-premium pay situation, additional tours which become available on any unit for any reason which result in premium pay will be offered to both full-time and regular part-time Employees, on a rotational basis among the full-time and regular part-time Employees on each unit, prior to the tour being offered to Employees off the unit.

J-10 If a nurse has been missed for a call – in tour, the affected Nurse will be offered a shift as an extra to be worked at a time mutually agreed to by the Nurse and her/his Manager. The extra shift will be paid at the rate of pay which the Nurse would have received had the offer been made according to the Collective Agreement.

ARTICLE K – PART-TIME SCHEDULING

K-1 Regular Part-time Category A Nurses

- (a) All regular part-time Nurses shall be available for at least ten (10) 7.5 hour tours or eight (8) extended 11.25 hour tours, every four (4) week period. All regular part-time Nurses shall be available to work as scheduled over either Christmas or New Year's period subject to Article J-3 (e) (i).
- (b) All regular part-time Nurses shall be available for work two (2) out of four (4) weekends and the employer will endeavour to schedule every other weekend off.
- (c) A regular part-time Nurse shall be required to be available for work for
 - i) Permanent evenings; or
 - ii) Permanent nights; or
 - iii) Combined days and evenings; or
 - iv) Combined days and nights.
- (d) Regular part-time Employees, who wish to be considered for additional shifts above the minimum commitment identified above, must indicate their availability to work hours in excess of their commitment in writing to their Clinical Director. In addition, any regular part-time Employee who does not wish to be called for additional shifts must put their desire not to be called in, in writing to their Clinical Director. Such request may be submitted once every three (3) months and will remain in effect for the following three (3) month period.

- (e) Regular part-time Nurses will not be scheduled their full minimum commitment in any posted schedules containing scheduled vacation time off. Where a regular part-time Nurse requests to be scheduled the full minimum commitment in addition to the period of scheduled vacation time off, such request will be put in writing to the Unit Manager and will be scheduled provided it can be accommodated on the schedule and provided it does not negatively impact the scheduling of other part-time Nurses on the unit.

K-2 Regular Part-time Category B Nurses

- (a) Available for scheduling twelve (12) months of the year, unless she/he is on scheduled vacation or an approved leave of absence.
- (b) Available to work a minimum of 2 tours, based on the hours of the defined tours on the unit schedule (7.5 hour tours, 10 hour tours, or 11.25 hour tours), in every four (4) week rotation period.

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

K-3 Part-time Scheduling Provisions

- (a) The Hospital agrees to schedule all available shifts to regular part-time Employees according to their commitment.
- (b) All regular part-time Category A Nurses in a unit will be scheduled up to their commitment under Article K-1 by seniority before any Category B regular part-time Nurses are utilized.
- (c) When Category A and B part time Nurses on the unit have been given the opportunity to work up to their commitment, all additional tours which become available, prior to the schedule being posted, will be offered to regular part-time Category A Nurses on the unit (excluding those in a job-sharing arrangement) on the basis of rotating seniority, prior to offering tours to Category B Nurses.
- (d) A regular part-time Nurse shall not be scheduled to work three different tours (days, evenings, nights) in any seven (7) day period except by mutual consent.
- (e) Additional shifts which become available on each unit after the schedule is posted including a statutory holiday, will be offered to all regular part-time Nurses on each unit on the following basis:
 - i) First to RPT – Category A Nurses on the unit who have not been scheduled or given the opportunity to work up to their minimum commitment; then
 - ii) To RPT - Category A Nurses including those in a job share arrangement on the basis of rotating seniority among the regular Part-time Category A;
 - iii) To RPT - Category B Nurses on the basis of rotating seniority;

- iv) Any regular part time Nurse who does not wish to be called for additional shifts must put their desire not to be called in, in writing, to their Program Director or Clinical Manager.
 - v) It is recognized that the Hospital shall not be required to offer any hours of work under (e) which may result in the payment of overtime premium.
 - vi) The hospital agrees to offer additional shifts which attract an overtime premium as per the current process.
- (f) Where no regular part-time Employee is willing to perform the available work, the tour will be offered to:
- i) Regular part-time Employees off the unit who have indicated, in writing, an availability to work additional tours on that unit on the basis of seniority. Provided they are qualified, Nurses may submit their availability to work additional tours to more than one unit.
 - ii) Casual part-time Employees.
 - iii) Employees on the combined premium call-in list.
- (g) Notwithstanding the above, where a regular part-time Employee has had a scheduled shift cancelled and a need arises whereby the Hospital intends to call an Employee in for that same cancelled shift, the Employee who has had her/his shift cancelled will be given the first opportunity to work that call-in shift.
- (h) Casual part-time Employees will not be scheduled or called in to work until all available hours of work have been offered to regular part-time Employees.
- (i) Annually the Hospital will post on each unit designated days on which a new schedule will be posted. Each new schedule will cover a 4 week period, except the Christmas/New Year schedule which will cover a six (6) week period. At the time of posting there will be no less than six weeks of posted schedule and for Christmas/New Year there will be no less than eight weeks of posted schedule.

Requests for specific days off are to be submitted in writing at least one (1) week before the four (4) week schedule is posted.

Requests for an exchange of tours are to be submitted in writing forty-eight (48) hours before the requested time and co-signed by the Nurse willing to exchange days off or tour of duty. Such request initiated by the Nurse and approved by the Hospital shall not result in overtime, nor shall such request be unreasonably denied. Requests with less than forty-eight (48) hours will be considered on an exceptional basis.

It is understood that the Hospital reserves the right to require nurses to work certain shifts for the purposes of training and education and that such requirements do not constitute unreasonable denial of a request for specific days off.

It is understood that once such a change has been approved by the Employer, it shall not be changed without the consent of the Nurses involved.

K-4 The Hospital will attempt to schedule regular part-time Nurses who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or a Friday).

If a regular part-time Nurse is scheduled off on a paid holiday, (if a Monday or a Friday), then the Hospital will attempt to schedule the attached weekend off also.

K-5 Four Hour Tours of Duty

The Hospital and the Association agree to the scheduling of four (4) hour tours of duty for part-time Nurses working at Leamington District Hospital.

A four-hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid break period.

The scheduling of four (4) hour tours shall comply with all of the scheduling provisions contained in Article J & K of Appendix 5.

In the event a Nurse is authorized to work beyond the scheduled four (4) hour tour, premium pay in accordance with Article 14 of the Central Collective Agreement will not apply until after 7.5 hours of work have been completed by the Nurse.

On any unit where four (4) hour tours are scheduled, the Letter of Understanding regarding part-time scheduling will be applied so that all available regular part-time nursing hours are divided equally among the regular part-time Nurses on that unit.

No Nurse shall be scheduled to work solely on four (4) hour tours in any pay period, unless agreed to by the Nurse.

The Hospital will notify the Union and provide specifics of the proposed schedule prior to the posting of a four-hour tour schedule on any unit.

K-6 All casual part-time Nurses will submit to the Nursing Office, each pay period, a list of tours available to work. This is in no way to be construed as a commitment. If not submitted, the casual part-time Nurse will not be called for work. Casual part-time Nurses will be removed from the call in list if they have not worked in the previous twelve (12) month period.

K-7 All provisions contained in this Appendix 5 of Local Issues will apply to regular part-time Nurses and casual part-time Nurses unless expressly amended above.

ARTICLE L – EXTENDED TOURS

L-1 (a) Extended tours shall be introduced into any unit when:

i) Seventy-five (75%) the Nurses in the unit so indicate by secret ballot; and

- ii) The Hospital agrees to implement the compressed work week; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
- i) Seventy-five (75%) of the Nurses in the unit so indicate by secret ballot; or
 - ii) The Hospital serves notice of its desire to discontinue extended tours because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation in an attempt to resolve identified problems, and
 - ii) When the parties are unable to resolve the identified problems to their mutual satisfaction, extended tours will be discontinued effective sixty (60) days after the date of the meeting referred to in paragraph 3 (a) above.

L-2

- (a) Extended tours shall normally be defined as:
- 0700 – 1900
1900 – 0700
- inclusive of a minimum three-quarter ($\frac{3}{4}$) hour unpaid meal period.
- (b) Notwithstanding (a) above, the parties shall meet prior to extended tours being implemented in any unit in an effort to develop a mutually agreeable schedule for that unit, which schedule may include a mix of eight (8) and twelve (12) hour tours.

L-3

- Scheduling of extended tours shall be in accordance with the following:
- (a) No split shifts.
 - (b) A Nurse shall not be required to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on the fourth (4th) consecutive extended tour and all subsequent consecutive extended tours until a day off is received.
 - (c) At least two (2) consecutive days off shall be scheduled.

- (d) There shall be a period of not less than eleven (11) hours off between tours of duty. Where the Hospital fails to provide the requisite hours off as provided herein, a full-time and regular part-time Nurse will be compensated with premium pay for all hours worked during the previous twelve (12) hours.

Part time will have forty-eight (48) hours' time off following two (2) or more scheduled shifts of night duty when returning to the day shift. For call in purposes, a part-time Nurse must have 24 hour's time off before shift changes. Premium pay will be paid for any shift commencing in forty-eight (48) hours, and twenty-four (24) hours stated above.

- (e) A regular part-time Nurse is duly entitled to at least two (2) weekends off in four (4), but the Hospital shall make every effort to schedule Nurses off every other weekend. She/he shall be paid time and one-half (1½) her/his regular straight time hourly rate for all hours worked on a third consecutive and all subsequent consecutive weekend(s) worked until a weekend is received off, save and except where:
- i) Such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
 - ii) Such Nurse has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of shifts with another Nurse.
- (f) A Nurse shall not be required to work more than two (2) weeks of nights to be followed by at least one (1) week of the day shift.
- (g)
- i) A Nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's and not be scheduled to work more than three (3) in a row.
 - ii) The Christmas period shall include from 0700 hours on December 24th to 0700 hours on December 27th.
 - iii) The New Year's period shall include from 0700 hours on December 31st to 0700 hours on January 2nd.
 - iv) Nurses who work in units normally closed at Christmas and/or New Year's will not be required to work on another unit unless such Nurses request to do so.
 - v) The scheduling provisions concerning weekends may be waived during the period of December 20 - January 7 in order to honour the above time off requirements in conjunction with Christmas and New Year's.
- (h) A weekend shall commence at 1900 hours Friday and end at 0700 hours Monday.
- (i) Total break time for extended tours will be divided into three (3) thirty (30) minute break periods. The breakdown of the break time shall be as follows:

- first fifteen (15) minutes unpaid;
- second fifteen (15) minutes paid;
- second thirty (30) minute period unpaid;
- third thirty (30) minute period paid.

- L-4 For the purpose of sub-article G-4, the utilization of single vacation days will be modified to six (6) extended tours instead of ten (10) normal daily tours.
- L-5 All provisions contained in this Appendix 5 of Local Issues will apply to Nurses working extended tours unless expressly amended above.

ARTICLE M – PREPAID LEAVE

- M-1 No more than two (2) Nurses may be absent on prepaid leave at any one (1) time provided that not more than one (1) Nurse from any unit is absent at the same time. Notwithstanding the above, the Hospital, in its discretion, may allow a third Nurse to be absent on prepaid leave at the same time.

ARTICLE N – JOB-SHARING

- N-1 Job-Sharing is defined as an arrangement whereby two (2) Nurses share the hours of what would otherwise be one (1) full-time position.
- N-2 All Job-Sharing arrangements shall be voluntary for all participants.
- N-3 Job-Sharing requests with regard to full-time positions shall be made in writing to the Director of Human Resources.
- N-4 Job-Sharing requests with regard to full-time positions shall be considered on an individual basis. It is understood that the Hospital has the sole right to determine if any full-time position shall be shared by two (2) Nurses and retains the sole right to determine the required ratio of full-time to part-time Nurses. Such rights shall not be exercised in an unreasonable or arbitrary manner.
- N-5 All Job-Sharers shall be treated as REGULAR PART-TIME NURSES and shall be covered by the provisions of the Part-time Collective Agreement unless expressly amended herein.
- N-6 Total regular scheduled hours worked by the Job-Sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) Nurses and the Head Nurse of the Unit.
- N-7 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- N-8 Each Job-Sharer may exchange shifts with her/his partner, as well as with other Nurses, as provided by the Collective Agreement.
- N-9 The Job-Sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work the number of paid holidays that a full-time Nurse would be required to work.

N-10

COVERAGE:

- (a) It is expected that both Job-Sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Nurse Manager will be notified and will be responsible for booking coverage. Job-Sharers are not required to cover for their partner in the case of prolonged or extended absences.
- (b) For vacation, the Job-Sharing partner will provide the replacement, where possible, and where so provided, this position shall not form part of any unit vacation quota.
- (c) Maternity Leave, and other leaves pursuant to Article 11 of the Full-time/ Part-time Collective Agreements:

In the event that one (1) member of the Job-Sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Nurse 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.

If the remaining member cannot cover the leave, other part-time Nurses shall be offered the additional tours.

N-11

IMPLEMENTATION:

- (a) Where the Job-Sharing arrangement arises out of the filling of a vacant full-time position, both Job-Sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (b) An incumbent full-time Nurse willing to share her/his position, may do so without having her/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.

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

- (c) If one of the Job-Sharers leaves the arrangement, her/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 Nurse will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.
- (d) Each new Job-Sharing arrangement shall be subject to a six (6) month trial period.

N-12

DISCONTINUATION:

Either party may discontinue the Job-Sharing arrangement with thirty (30) 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. Where a job-

sharing arrangement is discontinued, the full-time position will be posted according to the Collective Agreement.

ARTICLE O – INNOVATIVE SCHEDULES

O-1 The parties agree that schedules, other than those included in Articles 13.01 and 13.02, may be developed in order to improve quality of working life, and support cost-efficiency. When a Nurse on a unit submits in writing a request to work under the innovative scheduling provisions, the Hospital and the Union will meet to consider the request and if there is agreement to proceed, discuss and finalize the implementation issues.

ARTICLE P – WEEKEND SCHEDULES

P-1 In order to meet the Hospital's needs for weekend staff and individual Nurses' preference for working weekends, the parties agree that when a Nurse on a unit submits in writing a desire to work a weekend schedule, the Hospital and the Union will meet to consider the request and if there is agreement to proceed, to discuss the implementation issues which would include but are not limited to;

- Introduction / Discontinuation;
- Averaging of Hours;
- Paid Holiday Bank / Vacation Banks;
- Scheduling Provisions.

ARTICLE Q – VOLUNTARY PART-TIME & RETIREE BENEFITS

Q-1 Voluntary Part-time Benefits – Process for Payment

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

Any part-time Nurse who wishes to participate will provide payment of the premiums through twelve (12) post-dated cheques submitted by July 1st of each year.

It is understood that any transaction would be dated the first (1st) of each and every month.

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

Q-2 Retiree Benefits – Process for Payment

Any bargaining unit Nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01(h) will provide advance payment of the benefits through twelve (12) post-dated cheques submitted by July 1st of each year.

It is understood that any transaction would be dated the first (1st) of each and every month.

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

ARTICLE R – TEN HOUR TOURS (FOR NURSE PRACTITIONERS IN THE EMERGENCY DEPARTMENT AND CHARGE NURSE ON 2 EAST/WEST)

- R-1
- (a) For Nurses working ten (10) hour tours, a regular day tour shall be comprised of 9.375 hours, which shall include one break of thirty (30) minutes or two breaks of fifteen (15) minutes each which are paid and an unpaid lunch break of thirty (30) minutes.
 - (b) Nurses on ten (10) hour tours will not be scheduled for more than four (4) consecutive tours unless a Nurse requests otherwise.
 - (c) Schedules will provide for every other weekend off.
 - (d) At least fourteen (14) hours' time off shall be scheduled between change of shifts, it being understood that there may be more than one starting time for the day shift.
 - (e) For the purpose of sub-article G-5, the utilization of single vacation days will be modified to six (6) 10-hour tours instead of ten (10) normal daily tours.
 - (f) Paid holidays are paid at the rate of 7.5 hours. Nurses working on a paid holiday receives one and one-half (1½) times their regular rate for 9.5 hours, plus holiday pay of 7.5 hours, if eligible.
 - (g) Nurses on sick leave is paid 9.5 hours for single days of absence. When absent for one whole week or more, the Nurse is paid at the rate of 37.5 hours per week.
 - (h) The practice of scheduling ten (10) hour tours shall be discontinued in accordance with the language of Article L-1 (b) and (c).
 - (i) The hours of work for full-time Nurses working ten (10) hour tour rotations will be averaged over the master rotation schedule so that no full-time Nurse will be scheduled to work more than 1950 hours in a calendar year without premium pay provisions applying.

ARTICLE S – EXTENDED 2D2N ROTATIONS (FULL-TIME NURSES ONLY)

Whereas the Union and the Employer (further referenced as the parties) are committed to implementing strategies designed to improve the Quality of Work Life while maintaining the highest standard of nursing care, pursuant to Article 13.03, the parties hereby agree as follows:

- S-1
- (a) 2D2N rotations shall be introduced into any unit when:
 - i) Seventy-five (75%) the Nurses in the unit so indicate by secret ballot; and

- ii) The Hospital agrees to implement the 2D2N rotations; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) 2D2N rotations may be discontinued in any unit when:
- i) Seventy-five (75%) of the Nurses in the unit so indicate by secret ballot; or
 - ii) The Hospital serves notice of its desire to discontinue extended tours because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation in an attempt to resolve identified problems, and
 - ii) When the parties are unable to resolve the identified problems to their mutual satisfaction, 2D2N rotations will be discontinued effective sixty (60) days after the date of the meeting referred to in paragraph (c) i) above.

S-2 The establishment of the 2D2N schedules will be done only by mutual agreement of the Union and the Employer. The parties will exchange written communication indicating there is an agreement to implement a 2D2N schedule on any unit.

S-3 The nurses will be offered the rotations by seniority.

S-4 The finalized master rotation must be agreed upon by the parties prior to being presented to the employees on the unit. Once the master rotation is finalized it will not be altered without the consent of the Union.

S-5 The 2D2N master rotation must be calculated to years end to ensure the schedule provides 1950 hours in each calendar year. The parties will determine how additional hours will be added to the schedule to meet the 1950 hour requirement.

S-6 The scheduling provisions of Article L will apply in 2D2N scheduling except where as amended below:

If an employee works an additional shift on her scheduled weekend or scheduled weekend off, the nurse will receive premium pay for all additional hours worked and any shifts scheduled on the following weekend save and except where:

- (a) Such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse;

- (b) Such Nurse has requested weekend work;
- (c) Such weekend is worked as a result of an exchange of shifts with another Nurse.

Shifts exchanges shall be permitted in accordance to Article J-3 (b).

- S-7 All provisions in this Appendix 5 of Local issues will apply to employees working 2D2N rotations unless expressly amended above.

ARTICLE T – VIOLENCE PREVENTION AND CONTROL

- T-1 The Hospital will notify the Union and Bargaining Unit President in writing within seventy-two (72) hours of any Employee who has been assaulted while performing her work. For critical injuries the employer with notify the JHSC and the Union immediately and in writing within 48 hours. Such notices will contain all the information as prescribed in section 5 of the health care regulation. The nurse who feels that she has been verbally assaulted must identify such when reporting an incident for this provision to apply. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

- T-2 Upon the written request of a Nurse, the Hospital may, at its discretion, consider the repair or replacement of any uniform, clothing or personal items damaged in the normal course of the Nurse's duties other than through the Nurse's own carelessness. Such request will not be unreasonably denied.

T-3 Violence in the Workplace

- (a) Definition of Violence

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

- (b) Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, and the provision of support to Employees who have faced or experienced violence. The policies and procedures shall be part of the Employer's Health and Safety Program with access available to all employees via the intranet.

- (c) Function of Joint Health and Safety Committee

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

- (d) Training

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

(e) Support and Counselling

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

(f) Follow-Up

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

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

**ARTICLE U – ELECTRONIC GRIEVANCE AND PROFESSIONAL RESPONSIBILITY
WORKLOAD REPORT FORM**

- 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 and the Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement.
- U-2 The parties agree that hard copies of the electronic form are valid for purpose of Article 7 and Article 8 of the Hospital Central Agreement.
- U-3 The Union undertakes to get a copy of the electronic version signed by the grievor and/or complainant.
- U-4 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 and/or Professional Responsibility Workload proceed to mediation or Independent Assessment Committee hearing.

DATED at Leamington this 20th day of January, 2017.

FOR THE HOSPITAL:

"Thomas Heinz"

"Signed"

FOR THE UNION:

"Susan Johnson"
Labour Relations Officer

"Signed"

LETTER OF UNDERSTANDING

B E T W E E N:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL

(Hereinafter referred to as "the Hospital")

A N D:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

RE: VARIATIONS TO NORMAL TOURS OF DUTY

Notwithstanding Article J-3 (d) (ii), and in compliance with the Memorandum of Settlement between the Parties signed January, 1995, the following is a listing to tour variations existing at the time of signing of the Memorandum, and a list of tour variations existing and agreed between the Parties as of June 2005.

Emergency Department	1200-2400 0900-2100
Ambulatory Care	0800-1600 0900-1700 1000-1800
OR/PACU/Day Surgery PASC	0800-1600 0830-1630 0900-1700 0700-1100 0800-1200 0900-1300

DATED at Leamington this 20th day of January, 2017.

FOR THE HOSPITAL:

"Thomas Heinz"

"Signed"

FOR THE UNION:

"Susan Johnson"

Labour Relations Officer

"Signed"

LETTER OF UNDERSTANDING

B E T W E E N:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL

(Hereinafter referred to as "the Hospital")

A N D:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

RE: COMPOSITE POSITIONS

Should the Hospital wish to develop composite positions within the bargaining unit, they will notify and meet with the Union to determine the terms and conditions of the positions prior to posting the positions.

DATED at Leamington this 20th day of January, 2017.

FOR THE HOSPITAL:

"Thomas Heinz"

"Signed"

FOR THE UNION:

"Susan Johnson"

Labour Relations Officer

"Signed"

LETTER OF UNDERSTANDING

B E T W E E N:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL

(Hereinafter referred to as "the Hospital")

A N D:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

RE: NURSE PRACTITIONERS – EMERGENCY DEPARTMENT

WHEREAS the Employer and the Union have discussed and wish to implement self scheduling for the Nurse Practitioners (NP) in the Emergency Department due to the nature of their work and the needs of the department;

AND WHEREAS the Nurse Practitioners wish to have the ability to work a variable tour schedule which may consist of a combination of regular tours of 7.5 hours; and extended tours of 11.25 and 9.5 hour tours as permitted under Article 13.03;

THE PARTIES hereby agree as follows:

1. The Nurse Practitioners in the Emergency Department will self schedule utilizing either the provisions of the collective agreement for regular tours (Article J) or extended tours (Article L and Article T); or they may opt to utilize a combination of all three tours as referred above.
2. Relief and meal periods shall be in accordance to the language of the collective agreement
3.
 - a) The hours of work shall be averaged so that no Nurse Practitioner will be scheduled to work more than 225 hours in any scheduled six (6) week period without premium pay provisions being paid.
 - b) Overtime will be paid for additional hours worked on any scheduled shift.
4. Schedules shall provide for every other weekend off and shall be determined by the mutual agreement between the Nurse Practitioners in the department.
5. All premiums of the collective agreement shall apply.
6. Schedules shall be submitted to the Unit Manager for approval two weeks in advance and will cover not less than a six (6) week period.
7. There shall be a period of not less than eleven (11) hours off between tours of duty.
8. Where the schedule consists of a combination of tours or three (3) different tour lengths the Nurse Practitioners will not be scheduled any greater than five (5) consecutive tours where the majority of tours are regular tours; or four (4) consecutive tours where the majority of tours are extended tours.

9. Additional variations to the normal tours identified in the collective agreement (Article J-3 (d), L-2 (a) and the Letter of Understanding re: Variations to Normal Tours of Duty) shall be as follows:
- i) 0900 – 1900
 - ii) 1000 – 1800
 - ii) 1200 – 2000 (On Sundays)
10. Unless expressly amended above all provisions of the collective agreement will apply.
11. The parties agree to review the Letter of Understanding in six (6) months from the date of beginning at which time any issues that have arisen will be addressed.

DATED at Leamington this 20th day of January, 2017.

FOR THE HOSPITAL:

“Thomas Heinz”

“Signed”

FOR THE UNION:

“Susan Johnson”
Labour Relations Officer

“Signed”

LETTER OF UNDERSTANDING

B E T W E E N:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL

(Hereinafter referred to as "the Hospital")

A N D:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

RE: VACATION SCHEDULING COMMITTEE

Whereas the parties agree that it is important to allow Nurses to be able to take their allotted vacation entitlement in a timely manner, the parties agree to select a committee comprising of two (2) ONA Nurses and the ONA LRO and three (3) representatives of the employer to develop strategies and processes to enhance selection and approval of vacation. The Committee will be paid at straight time and meet within sixty (60) days and a Letter of Understanding will be drafted that will identify any and all changes to the current process.

DATED at Leamington this 20th day of January, 2017.

FOR THE HOSPITAL:

"Thomas Heinz"

"Signed"

FOR THE UNION:

"Susan Johnson"
Labour Relations Officer

"Signed"

APPENDIX A

ONA SCHEDULES POSTING REQUIREMENTS

Date of Posting	Due Date for Requests by Nurses	Notification to Nurse if Request is Denied	Period of Time Schedule Covers
December 19, 2013	December 5, 2013	December 12, 2013	January 6, 2014 – February 2, 2014
January 16, 2014	January 2, 2013	January 9, 2014	February 3, 2014 – March 2, 2014
February 13, 2014	January 30, 2014	February 6, 2014	March 3, 2014 – March 30, 2014
March 13, 2014	February 27, 2014	March 6, 2014	March 31, 2014 – April 27, 2014
April 10, 2014	March 27, 2014	April 3, 2014	April 28, 2014 – May 25, 2014
May 8, 2014	April 24, 2014	May 1, 2014	May 26, 2014 – June 22, 2014
June 5, 2014	May 22, 2014	May 29, 2014	June 23, 2014 – July 20, 2014
July 3, 2014	June 19, 2014	June 26, 2014	July 21, 2014 – August 17, 2014
July 31, 2014	July 17, 2014	July 24, 2014	August 18, 2014 – September 14, 2014
August 28, 2014	August 14, 2014	August 21, 2014	September 15, 2014 – October 12, 2014
September 25, 2014	September 11, 2014	September 18, 2014	October 13, 2014 – November 9, 2014
October 23, 2014	October 9, 2014	October 16, 2014	November 10, 2014 – December 7, 2014
November 20, 2014	November 6, 2014	November 13, 2014	December 8, 2014, - January 4, 2015
December 18, 2014	December 4, 2014	December 11, 2014	January 5, 2015 – February 1, 2015
January 15, 2015	January 1, 2015	January 8, 2015	February 2, 2015 – March 1, 2015
February 12, 2015	January 29, 2015	February 5, 2015	March 2, 2015 – March 29, 2015
March 12, 2015	February 26, 2015	March 5, 2015	March 30, 2015 – April 26, 2015
April 9, 2015	March 26, 2015	April 2, 2015	April 27, 2015 – May 24, 2015
May 7, 2015	April 23, 2015	April 30, 2015	May 25, 2015 – June 21, 2015
June 4, 2015	May 21, 2015	May 28, 2015	June 22, 2015 – July 19, 2015
July 2, 2015	June 18, 2015	June 25, 2015	July 20, 2015 – August 16, 2015
July 30, 2015	July 16, 2015	July 23, 2015	August 17, 2015 – September 13, 2015
August 27, 2015	August 13, 2015	August 20, 2015	September 14, 2015 – October 11, 2015
September 24, 2015	September 10, 2015	September 17, 2015	October 12, 2015 – November 8, 2015

Date of Posting	Due Date for Requests by Nurses	Notification to Nurse if Request is Denied	Period of Time Schedule Covers
October 22, 2015	October 8, 2015	October 15, 2015	November 9, 2015 – December 6, 2015
November 19, 2015	November 5, 2015	November 12, 2015	December 7, 2015 – January 3, 2016
December 17, 2015	December 3, 2015	December 10, 2015	January 4, 2016 – January 31, 2016
January 14, 2016	December 31, 2015	January 7, 2016	February 1, 2016 – February 28, 2016
February 11, 2016	January 28, 2016	February 4, 2016	February 29, 2016 – March 27, 2016
March 10, 2016	February 25, 2016	March 3, 2016	March 28, 2016 – April 24, 2016
April 7, 2016	March 24, 2106	March 31, 2016	April 25, 2016 – May 22, 2016
May 5, 2016	April 21, 2016	April 28, 2016	May 23, 2016 – June 19, 2016
June 2, 2016	May 19, 2016	May 26, 2016	June 20, 2016 – July 17, 2016
June 30, 2016	June 16, 2016	June 23, 2016	July 18, 2016 – August 14, 2016
July 28, 2016	July 14, 2016	July 21, 2016	August 15, 2016 – September 11, 2016
August 25, 2016	August 11, 2016	August 18, 2016	September 12, 2016 – October 9, 2016
September 22, 2016	September 8, 2016	September 15, 2016	October 10, 2016 – November 6, 2016
October 20, 2016	October 6, 2016	October 13, 2016	November 7, 2016 – December 4, 2016
November 17, 2016	November 3, 2016	November 10, 2016	December 5, 2016 – January 1, 2017
December 15, 2016	December 1, 2016	December 8, 2016	January 2, 2017 – January 29, 2017

*Article J-3 (b) – Each new schedule will cover a 4 week period, except Christmas/New Year's schedule which will cover a 6 week period.

- Requests for specific days off are to be submitted in writing by the above request due dates. All denied requests will be delivered in writing by the above notification dates.
- Posting date of Christmas/New Year's schedule has been moved up one week to allow more time for planning and effective scheduling.