



COLLECTIVE AGREEMENT

Between:

THE QUEENSWAY CARLETON HOSPITAL
(hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")

Expiry: March 31, 2018

APPENDIX 3 SALARY SCHEDULES
APPENDIX 4 SUPERIOR CONDITIONS
APPENDIX 5 LOCAL PROVISIONS

Between:

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APPENDIX 3 – SALARY SCHEDULE**FULL-TIME, REGULAR PART-TIME, CASUAL PART-TIME
HOURLY RATES****REGISTERED NURSE**

	Effective April 1, 2016	Effective April 1, 2017
Start	\$31.45	\$32.21
1 Year	\$31.91	\$32.36
2 Years	\$32.45	\$32.90
3 Years	\$34.04	\$34.52
4 Years	\$35.65	\$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

CARE FACILITATOR/FACILITATION NURSE

	Effective April 1, 2016	Effective April 1, 2017
Start	\$32.56	\$33.35
1 Year	\$33.07	\$33.53
2 Years	\$33.66	\$34.13
3 Years	\$35.40	\$35.90
4 Years	\$37.17	\$37.69
5 Years	\$39.31	\$39.86
6 Years	\$41.41	\$41.99
7 Years	\$43.52	\$44.13
8 Years	\$46.62	\$47.27
25 Years	\$47.43	\$48.09

REGISTERED NURSE - TEAM LEADER

	Effective April 1, 2016	Effective April 1, 2017
Start	\$33.18	\$33.98
1 Year	\$33.63	\$34.10
2 Years	\$34.16	\$34.64
3 Years	\$35.76	\$36.26
4 Years	\$37.38	\$37.90
5 Years	\$39.37	\$39.92
6 Years	\$41.40	\$41.98
7 Years	\$43.43	\$44.04
8 Years	\$46.39	\$47.04
25 Years	\$47.19	\$47.85

CLINICAL NURSE EDUCATOR

	Effective April 1, 2016	Effective April 1, 2017
Start	\$32.70	\$33.49
1 Year	\$33.18	\$33.64
2 Years	\$33.71	\$34.18
3 Years	\$35.35	\$35.84
4 Years	\$37.00	\$37.52
5 Years	\$39.03	\$39.58
6 Years	\$41.08	\$41.66
7 Years	\$43.18	\$43.78
8 Years	\$46.25	\$46.90
25 Years	\$47.05	\$47.71

CLINICAL NURSE SPECIALIST

	Effective April 1, 2016	Effective April 1, 2017
Start	\$36.77	\$37.66
1 Year	\$37.39	\$37.91
2 Years	\$37.57	\$38.10
3 Years	\$39.13	\$39.68
4 Years	\$40.77	\$41.34
5 Years	\$42.42	\$43.01
6 Years	\$44.15	\$44.77
7 Years	\$45.96	\$46.60
8 Years	\$48.92	\$49.60
25 Years	\$49.79	\$50.49

NURSE PRACTITIONER

	Effective April 1, 2016	Effective April 1, 2017
Start	\$47.80	\$48.47
1 Year	\$48.11	\$48.78
2 Years	\$48.22	\$48.90
3 Years	\$49.03	\$49.72
4 Years	\$49.87	\$50.57
5 Years	\$50.73	\$51.44
6 Years	\$51.63	\$52.35
7 Years	\$52.56	\$53.30
8 Years	\$54.09	\$54.85
25 Years	\$54.53	\$55.29

APPENDIX 4 – SUPERIOR CONDITIONS

FULL-TIME

Previously existing conditions retained as provided for in the O'Shea Interest Arbitration Award dated October 23, 1981 include the following:

A In addition to the salary set out above in the Salary Schedule, the Hospital will pay the following monthly increments providing:

- (a) Proof of standing must be submitted by the nurse to the Hospital.
- (b) There shall be no pyramiding of certificates or degrees.
- (c) Payment of the increment shall commence at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired nurse who is qualified for an educational increment on her date of hiring shall be paid from that date.

Nursing Unit Administration Course ----- \$15.00
B.Sc.N. Degree or relevant degree ----- 80.00
M.Sc.N. Degree or relevant degree ----- 120.00

PART-TIME

Previously existing conditions retained as provided for in the O'Shea Interest Arbitration Award dated October 23, 1981 include the following:

A Education Allowances

Education Allowances provided in the full-time Agreement shall apply pro rated against tours worked.

ARTICLE A – RECOGNITION

A.1 Full Time/Part Time

The Hospital recognizes the Union as the sole and exclusive bargaining agent for all registered nurses and nurses with a temporary certificate of registration engaged to work in a nursing capacity by the Queensway Carleton Hospital save and except Head Nurses, persons above the rank of Head Nurse, Staff Development Officer, Quality Control Nurse, Employee Health Nurse, and Discharge Planner.

(Dec. 6, 1993: Head Nurse now called Nurse Manager; Staff Development Officer now called Nurse Educator; Employee Health Nurse now called Occupational Health Nurse.)

(August 19, 2016: Head Nurse now called Clinical Manager.)

ARTICLE B – DEFINITIONS

B.1 "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE C – MANAGEMENT RIGHTS

C.1 The Union acknowledges that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, discharge or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service and the location of work;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses.

These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE D – REPRESENTATIVES AND COMMITTEES

- D.1 It is understood and agreed that representatives and committee members include representatives from either full-time or part-time. These representatives, committee members and committees constitute joint representation under both full-time and part-time agreements.
- There shall be one Union representative for each Unit:
- D.2 Negotiating Committee - There shall be a Negotiating Committee composed of three (3) nurses and the Bargaining Unit President. There will be a minimum of one (1) part time nurse on the Negotiating Committee.
- D.3 Grievance Committee - There shall be a Grievance Committee composed of up to three (3) nurses.
- D.4 Hospital-Association Committee - There shall be a Hospital-Association Committee composed of at least three (3) members of the Union, one of whom shall be the Bargaining Unit President or designate, and one may be a part-time nurse. The Hospital's representatives will include least three (3) representatives one of whom shall be the Chief Nursing Officer or her designate. There shall be an equal number of representatives for each party on the committee.
- D.5 Professional Development Committee - There shall be a Professional Development Committee composed of three (3) members of the Union one of whom shall be the Bargaining Unit President or designate and two (2) elected Nurses and three (3) representatives of the Hospital, one (1) of whom shall be the Chief Nursing Officer or designate and one (1) Human Resource Representative and one (1) Clinical Director or designate. The parties may agree to incorporate other disciplines into the committee.
- D.6 The Hospital and the Union are committed to collaborative labour relations. The parties recognize the importance of the Bargaining Unit President in the resolution of issues in this regard. The Bargaining Unit President will be granted up to two-hundred and twenty-five (225) paid hours per year for the purpose of attending joint Hospital-Union Meetings. This time will be paid at their straight-time hourly rate.
- D.7 Health and Safety Committee - The Hospital will recognize two bargaining unit nurses of the Joint Health and Safety Committee. When a regular member of the Committee is not available, the member may be replaced by an alternate, appointed by the Union.
- D.8 Where operationally feasible, meetings will be scheduled on designated days determined by the mutual agreement of the Bargaining Unit President and their manager. The Bargaining Unit President will be compensated for the normal duration of their shift for these designated days (e.g., 7.5 hours or 11.25 hours as applicable). If the designated day occurs when the President is scheduled to work they will be paid for that day. When the designated day occurs on a day that they are not scheduled to work, it will be banked at straight-time and taken as time off from their regular scheduled shifts.

Time spent attending joint meetings outside of their regular working hours or the designated days will be banked at straight-time and taken as time off from their regularly scheduled shifts.

The scheduling of banked time off under this article will be subject to the mutual agreement of the Bargaining Unit President and their manager, and must be taken by the end of the fiscal year (i.e., March 31st) in which it was banked.

ARTICLE E – INTERVIEW

- E.1 The interview referred to in Article 5 of the Central Collective Agreement shall take place during the Hospital Nursing orientation or Corporate orientation. The determination of which orientation the interview will occur will be agreed upon at Hospital-Association Committee. The Union will be notified at least two (2) weeks in advance of the date of the interview and the time of the interview will be mutually agreed upon. The Hospital will provide the Union with the number of RNs taking part in the nursing orientation program. Should the date of orientation be cancelled the Hospital will notify the Union immediately and make alternate arrangements for a follow up date.

ARTICLE F – SENIORITY LIST - ADDRESS LIST

- F.1 The Hospital shall provide to the Bargaining Unit President, semi-annually one hard copy of the seniority lists, and an electronic copy of the full-time and part-time seniority lists and a list of current addresses and phone numbers of nurses no later than January 31st and July 31st of each year. At the same time the Hospital will provide a list of names and units of all staff with the following status:

- Individual Special Circumstance
- Full-time no Master
- Part-time no Master

ARTICLE G – RESIGNATION/RETIREMENT NOTICE

- G.1 For efficient replacement of staff, nurses are requested to submit to their Clinical Manager/Administrator four (4) weeks' notice, in writing, of intent to resign their employment from the hospital.
- G.2 Nurses may submit a written request to their Clinical Manager to change their status from a regular full-time or regular part-time to casual status. At the discretion of the Hospital, the Hospital will either accept or deny the nurse's request. A written response will be provided to the nurse no later than two (2) weeks from the date the written request was received.

ARTICLE H – LEAVE UNION BUSINESS

- H.1 The Parties agree to the following provisions with respect to Union Leave requests:

- (a) A written request/electronic request will be made by the Bargaining Unit President to Human Resources.
- (b) Adequate notice of at least two (2) weeks is given to the Hospital except in extenuating circumstances.
- (c) That not more than five (5) nurses at any one time be allowed such leave. The number allowed from any one (1) unit shall be dependant on replacement coverage. Request for leave will not be unreasonably denied.
- (d) That the total number of days for all nurses excluding the Bargaining Unit President in any one (1) calendar year for such leave shall not exceed one hundred (100) days.

H.2 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to a nurse elected to the position of Local Coordinator. Subject to reasonable notice and replacement coverage for patient care requirements, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as may be required, to fulfil the duties of the position. The Local Coordinator will be provided with a maximum of twenty five (25) days. The Local Coordinator will be responsible for submitting their request(s) for Union Leave to Human Resources.

ARTICLE I – REST PERIODS

- I.1 In accordance with Article 13.01(b) and subject to the exigencies of patient care, there shall be two (2) fifteen (15) minute paid rest periods (or equivalent) during a 7.5 hour shift, times to be scheduled by the Clinical Manager or designate and a total of three (3) fifteen (15) minute paid rest periods during an extended tour, times to be scheduled by the Clinical Manager or designate.

ARTICLE J – SCHEDULING REGULATIONS

- J.1 A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and subsequent consecutive weekend save and except where:
- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (b) Such nurse has requested weekend work; or
 - (c) When part-time nurse requests to work their commitment on weekends only, the request will be in writing to the Hospital and copied to the Union. The Hospital and the Union will meet to discuss the request.
 - (d) Such weekend is worked as the result of an exchange of shifts with another nurse or
 - (e) A nurse has worked less than a total of 7.5 hours on an intervening or subsequent weekend, or

- (f) Such nurse is a casual nurse that is not pre-booked on the posted work schedule.

J.2 Scheduling Regulations

Master rotations will be developed by the Hospital to meet the patient care needs of the Unit. The Development of the master rotation and any changes or amendments to the master rotation will be in consultation with the staff of the unit and member of the ONA Executive.

Work schedules will be posted at least four (4) weeks in advance on the Nursing Unit covering at least a six (6) week period. Work schedules will be created to be reflective of the operational needs of the unit. In accordance with Article 14, a nurse's schedule may be changed and it will be the nurse's responsibility to check the posted schedule.

J.3 The work schedule will be posted in accordance with the following for full-time (including no master rotations), and part-time nurses:

- (a) Nurses will be scheduled to have at least two (2) weekends off in four (4).
- (b) Nurses will not be scheduled to work more than two (2) different tours (i.e. days/evenings/nights) in a calendar week, which is defined as Monday to Sunday.
- (c) Split days off for full-time nurses will be scheduled at a minimum, provided it is recognized that some split days off may be scheduled in accordance with Hospital requirements.

J.4 Request to Exchange Shifts

- (a) Requests for changes to a shift in posted work schedule must be submitted in writing/electronically by a nurse to the Clinical Manager and co-signed by the nurse willing to exchange shift(s). All exchanges must be approved in writing/electronically by the Clinical Manager. Such exchanges will not be unreasonably denied.
- (b) It is understood that full shift(s) are to be exchanged and that shift exchange(s) will be considered on posted work schedules and for an equivalent amount of hours, i.e. regular shift for regular shift or extended shift for extended shift.
- (c) It is understood that such change in shift(s) shall not result in any payment of overtime or premium payment.
- (d) Requests for exchange(s) of shifts will be submitted with a minimum of five (5) business days in advance of the first shift involved in the shift exchange. A written/electronic response will be provided by the Clinical Manager/delegate within five (5) business days of the receipt of the request.

J.5 Scheduling Regulations for 7.5 Hour Shifts

Premium pay for Regular Shift is payable:

- a) If a nurse is scheduled on the posted work schedule without a minimum of sixteen (16) hours off following the completion of the evening tour to the start of the next scheduled day tour when transitioning from evenings to days.
- b) If a nurse is scheduled on the posted work schedule without a minimum of forty eight (48) hours off following the completion of the night tour to the start of the next scheduled tour when transitioning from nights to days or evenings.
- c) If a part-time nurse is scheduled to work an additional shift without a minimum of sixteen (16) hours off between shifts of duty when transitioning from evenings to days, as a result of declared -availability to work the additional shift(s).
- d) If a part-time nurse is scheduled to work an additional shift without a minimum of forty eight (48) hours off between tours of duty when transitioning from nights to days or evenings, as a result of declared available to work the additional shift(s).
- e) For nurses who work 7.5 hour shifts, premium rates will apply for the eighth (8th) and successive shift worked until a nurse is scheduled a day off. The Hospital will endeavour to schedule a replacement day off as operationally feasible. It is understood that this does not constitute a change in schedule or cancellation of shift under the collective agreement.
- f) A weekend is defined as Friday at 2330 to Sunday at 2330.

J.6 Scheduling Regulations for Extended Tours

Premium pay for Extended Tour is payable:

- a) If a nurse is scheduled on the posted work schedule without a minimum of forty eight (48) hours off following the completion of the night tour.
- b) If a nurse is scheduled to work an additional shift without a minimum of twelve (12) hours off between tours of duty when transitioning from evenings to days, as a result of declaring themselves available to work the additional shifts under Article K.4.
- c) If a nurse is scheduled to work an additional shift without a minimum of forty-eight (48) hours off following the completion of a night tour regardless of their declared availability to work the additional shifts, premium will be paid in accordance with the Collective Agreement Article 14.

- d) For nurses who work extended shifts premium rates will be paid when working the fourth (4th) and successive shift worked until a nurse is scheduled a day off. The Hospital will endeavour to schedule a replacement day off as operationally feasible. It is understood that this does not constitute a change in schedule or cancellation of shift under the collective agreement.
- e) A weekend is defined as Friday at 1930 until Monday at 0730.

J.7 Non Payable Premium for Regular and Extended Tours

In units that have staggered start/stop times, the Parties will designate which shifts are days, evenings, or night tours and review annually as required.

For nurses working in the units with staggered start/stop times, nurses may be scheduled shifts without sixteen (16) hours between the stop of one shift and the start of another shift, but must have no less than eleven (11) hours off between scheduled shifts.

J.8 Pursuant to Article 14.10, the hours of a night and evening tour shall be defined as the following:

Night Tour	23:30 – 07:30
Evening Tour	15:30 – 23:30

J.9 Weekend Premium will be paid for the hours of a weekend defined as 23:30 Friday to 23:30 Sunday.

J.10 Request for Days Off

Request made by nurses for days off must be made in writing and submitted to the appropriate Clinical Manager or her delegate at least two (2) weeks in advance of the commencement of the requested leave. This advance notice period may be waived in extenuating circumstances. Requests for time off will not be unreasonably withheld.

J.11 ASSIGNMENT OF PREMIUM SHIFTS

Overtime shifts will be offered to all Unit Nurses. All Unit Nurses will be called in descending order of seniority, according to the following protocol once all part-time nurses have been scheduled seventy five (75) hours.

- (a) Regular Part-time Nurses (who have declared availability)
- (b) Full-time Nurses
- (c) Casual Nurses

J.12 REASSIGNMENT FLOATING GUIDELINES

- (a) The parties agree that in the event that a nurse is required to be reassigned from their unit to another unit for any hours, the following order will apply

providing first that patient care needs are being met and provided the assigned nurse(s) are qualified to perform the available work.

- (i) Volunteers
- (ii) The least senior nurse on the unit

(b) Staff not required to be reassigned include:

- (i) Any Registered Nurse who has not completed their probationary period of five hundred twenty-five (525) hours as per the Collective Agreement Article 10.
- (ii) Any Registered Nurse who is acting as a preceptor/mentor, or a nurse who is being mentored.

(c) A nurse shall not be reassigned for two consecutive tours, unless such tours are separated by at least one calendar day.

ARTICLE K – PART TIME COMMITMENT

K.1 Regular Part-Time With Rotation

A regular part-time nurse must work the following commitment as required by the Hospital:

- (a) Two (2) weekends in four (4).
- (b) Two (2) shifts per weekend.
- (c) Two (2) different shifts (i.e. days/evenings, days/nights, evenings/nights).
- (d) Nurses working seven point five (7.5) hour shifts will work four (4) shifts per pay period.
- (e) Nurses working extended tours will work three (3) shifts per pay period.
- (f) Nurses working a mix of shift of seven point five (7.5) and eleven point two five (11.25) hour shifts will be scheduled a maximum of thirty three point seven five (33.75) hours in a pay period.
- (g) December 24th, 25th and 26th or December 31st, January 1st and 2nd as required alternating annually in accordance with Article M.

K.2 Regular Part-Time Without Rotation

A part-time without rotation nurse will be scheduled based on the patient care needs of the hospital and must work the following commitment as required by the Hospital:

- (a) 7.5 hour shifts unit - four (4) shifts in a pay period
- (b) 11.25 hour(s) shifts unit - three (3) shifts in a pay period
- (c) Mixed shifts - A combination of eleven point two five (11.25) hour shifts and seven point five (7.5) hour shifts to a maximum of thirty three point seven five (33.75) hours in a pay period.
- (d) Every other weekend - two (2) shifts per weekend
- (e) Up to two (2) different regularly scheduled unit tours (i.e. days/evenings, days/nights, evening/nights) in a calendar week.
- (f) December 24th, 25th and 26th or December 31st, January 1st and 2nd as required, alternating annually in accordance with Article M.
- (g) When scheduling the commitment of part-time without rotation the Hospital will schedule as close to a nurse's commitment as possible and;
- (h) Part-time without rotation will be scheduled as per their commitment as outlined above after the Regular Part-time nurses have been scheduled up to their commitment.
- (i) Part-time without rotation nurses will be scheduled weekend shifts before being scheduled Monday to Friday shifts.

It is understood that the provision of availability for weekend work includes any and all regularly scheduled unit tours as defined in the scheduling regulations in Article J. The Hospital will schedule the nurse as patient care needs require

K.3 Shifts of less than seven and one half (7.5) hours

Where a part-time nurse(s) is scheduled to work less than a normal tour (7.5 hours), the scheduling regulations outlined in this Collective Agreement in their entirety apply, except as amended by the following:

- (a) The Hospital will endeavour to keep the number of shifts comprised of less than seven point five (7.5) hours to a reasonable level.
- (b) No part-time nurse will be scheduled to work solely on shifts which are comprised of less than seven point five (7.5) hours in any pay period, except where such arrangements have been agreed to by the Parties.

K.4 Distribution of Additional Shifts for all Part-Time Nurses

It is understood that the term "part-time nurses" includes: regular part-time, with or without rotation, and casual part-time nurses.

- (a) All additional shifts shall be scheduled in accordance with Article L

- (b) Nurses who wish to be considered for additional shifts must indicate their availability six (6) weeks in advance of the posted schedule covering a six (6) week period in accordance with Article L.
- (c) After the schedule is posted on a nurse's assigned Unit nurses may submit their availability to work additional shifts on other units as preapproved by that Unit Manager or delegate.
- (d) It is understood that a part-time nurse's declaration of availability to work specified additional shifts, as per Article L, constitutes the nurse's consent for the Hospital to schedule them to work those shifts.
- (e) When part-time nurses have been scheduled additional shifts based on their submitted availability, they must report for that shift unless arrangements satisfactory to the Hospital are made.
- (f) Additional shifts may be scheduled prior to the posting of the schedule and nurses will be responsible to check the posted schedule.
- (g) When additional shifts are scheduled after the posting of the schedule, part-time nurses will be notified in person, by phone, or by electronic communication.
- (h) It is understood that the Hospital will not be required to offer shifts which would result in a nurse being paid at a premium rate.

K.5 Sequence for Scheduling Part-time Staff for Additional Shifts after the Schedule is Posted

Part-time nurses will be scheduled additional shifts as per Article K.4 in the following sequence:

- (a) Part-time nurses without a rotation who have not been scheduled their commitment will be scheduled shifts up to their commitment based on their availability in accordance with Article L.
- (b) All part-time nurses on the Unit, including job share nurses, who have declared availability for additional shifts will be scheduled by seniority in accordance with Article L.
- (c) Casual part-time nurses on the Unit who have declared availability, will be scheduled by seniority, if no part-time nurse has declared availability.
- (d) Nurses from other Units who have declared themselves available to work the additional shift(s), once all the unit staff have been offered the additional shifts, in accordance with Article K.4.
- (e) Nurses who have not declared themselves available who when contacted have indicated that they are willing to work the additional shift(s) in question. It is understood that nurses who had previously

indicated that they were unavailable will not be called for shifts including overtime and premium paid shifts.

ARTICLE L – DECLARING AVAILABILITY

For Regular Part Time Nurse with & without Rotation and Casual Nurses

- 1) All availability for additional shifts must be submitted in writing or electronically to be considered. Failure to submit availability will be viewed as no availability provided. All provisions for scheduling additional shifts will apply.
- 2) It is understood that declaring availability means that the nurse is available to be booked at the Hospital's discretion, in accordance with L (3) below.
- 3) Availability will be submitted as follows:
 - (a) Pre Posted Schedule:
 - i) Regular Part-Time With Rotation:

Nurses who wish to be considered for additional shifts must indicate their availability six (6) weeks in advance of the posted schedule which covers a six (6) week period. Availability will be accepted as follows:

 - 1) Availability submitted during this time will only be accepted for the twenty four (24) hour time period. Nurses will only be scheduled for tours they would normally be scheduled on their master rotation within that twenty four (24) hour period.
 - 2) Nurses may be scheduled additional shifts in accordance with Article K.4 equitably by seniority for shifts prior to the posting of the work schedule.
 - ii) Regular Part-Time Without Rotation:

Nurses who wish to be considered for additional shifts above their commitment must indicate their availability six (6) weeks in advance of the posted schedule which covers a six (6) week period. Availability will be accepted as follows:

 - 1) Availability submitted during this time will only be accepted for the twenty four (24) hour time period. Nurses will only be scheduled for tours that would normally be scheduled on the unit master rotation within that twenty four (24) hour period.
 - 2) Nurses may be scheduled additional shifts in accordance with Article K.4 equitably by seniority for shifts prior to the posting of the work schedule.

iii) Casual Nurses:

Availability for Casual Nurses will only be accepted after the work schedule is posted, as set out in L.(3)(b) below.

(b) After Posted Schedule – All Nurses:

Once the work schedule has been posted all Nurses shall update or provide their availability for additional shifts as follows:

- i) Nurses may submit availability for a particular or predefined shift, such as days, evenings, or nights, if they are not able to provide availability for a twenty four (24) hour period.
- ii) Nurses may be scheduled additional shifts in accordance with Article K.5 by seniority for shifts after the work schedule is posted, within each pay period.
- iii) If a nurse's declared availability changes it is the nurse's responsibility to communicate this in writing/ electronically to the Hospital.

ARTICLE M – CHRISTMAS / NEW YEARS SCHEDULING

The Hospital agrees to schedule five (5) consecutive days off for nurses during the Christmas and New Year's period, unless otherwise requested in writing by the nurse for fewer days off. This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on a paid holiday.

Time off at Christmas shall include December 24th at 0730 and 25th and 26th, and time off at New Year's shall include December 31st at 0730 and January 1st and January 2nd, unless otherwise requested in writing by the nurse. When extra time off is available it shall be offered by seniority to those nurses who have been scheduled on for the shift in which there are additional staff scheduled.

The Hospital may waive all other scheduling requirements during the period from December 15th to January 15th.

All nurses (excluding casuals), will alternate being scheduled either Christmas period or New Year's period from year to year, as required. Where a dispute arises a nurse shall work the opposite period scheduled from last year.

The Hospital will post the Christmas/New Year's schedule no later than November 15th annually. At the same time the schedule is posted the Hospital will provide copies of the previous Christmas/New Year's schedule for each Unit to the Bargaining Unit President for reference purposes.

ARTICLE N – BANKED TIME

When a regular full or part-time nurse requests equivalent time off as provided for in Article 14, such time off must be taken at a time arranged between the nurse and the Clinical Manager. Nurses cannot accumulate more than sixty (60) hours of banked time.

When a nurse has accumulated the maximum amount of sixty (60) hours, and is required to work overtime, such overtime hours will automatically be paid to the nurse.

A Nurse can continue to replenish the bank to the maximum of sixty (60) hours throughout the fiscal year after using the previously accumulated banked time.

Any remaining banked time which has not been taken by the end of March 31, will be paid out to nurses within four weeks of the new Fiscal year.

ARTICLE O – STANDBY

- (a) Scheduled standby assignments will be distributed equitably among the full and part time nurses in any unit utilizing standby.
- (b) Standby assignments for the period of the posted schedule shall be posted at the same time as regular work schedule per Article J.2. Nurses shall be permitted to exchange their standby assignments provided requests for changes in Standby assignments are submitted and approved in accordance with Article J.4.
- (c) A nurse who is scheduled their full weekend commitment of twenty six (26) weekends a year, as outlined in Article J, shall not be scheduled on standby on the nurses' regularly scheduled weekends off or when the nurse is on scheduled vacation, unless agreed to by the nurse.
- (d) Standby will not be scheduled on a night before a scheduled day tour.
- (e) It is understood that a nurse may have a minimum of twelve (12) hours free from work after having been called in from standby or call back, and before reporting for their next scheduled shift. If the nurse chooses to adjust the start time of the next scheduled shift they must notify their Manager or designate four (4) hours prior to the start time of the next shift. However, the nurse may choose to report for work at her regularly scheduled start time if so desired.

ARTICLE P – INNOVATIVE SCHEDULING

- P.1 GUIDELINES FOR VOTING PROCESS
(for the introduction of innovative scheduling and extended tours)

To be utilized when any voting is required on a schedule.

The following guidelines and procedures are to be followed when a vote is required on a Unit for the introduction of, or continuation of innovative scheduling extended tours or any other schedule changes if a vote is required. The purpose of these guidelines is to ensure that all staff members eligible to vote have the opportunity to do so. Schedules shall be established by mutual agreement between the Hospital and the designated representative of the Union.

Scheduling of Voting

1. The date(s) and time(s) when voting is scheduled to take place will be posted at least one week in advance of the date to ensure that staff on the Unit are fully aware of the voting dates and times.
2. Voting times will be scheduled to coincide with the Unit's operation to ensure that all nurses working all shifts have the opportunity to participate in the voting process (i.e. day/evening/night shift).*

**Subject to the mutual agreement of the Clinical Manager and the ONA representative, voting times may be scheduled at a frequency that is less or more than indicated above if circumstances warrant.*

Eligibility to Vote

3. Voting will be conducted by secret ballot. All regular part-time and full-time staff are eligible to vote.
4. A list of eligible full and part-time nurses will be available in advance of the voting and during the voting process to track voting participants.
5. Proxy votes and/or phone votes will not be permitted. Nurses must be present to vote in person during one of the prescribed voting times only.

Results

6. The designated ONA representative and Unit's Manager or delegate will act as scrutineers for the voting process.
7. The final determination of the vote will be based on the total number of votes from eligible staff who participated in the vote.
8. The results of the vote will be provided in writing to the ONA Bargaining Unit President and communicated to the unit staff members jointly by the Union and Management.

P.2

Job Sharing Arrangements

Two nurses may share a full-time position subject to the agreement of all parties and provided that the following conditions are met:

- (a) Job sharing shall be initiated by the incumbent in a full-time position who wishes to enter into such an arrangement and shall require the agreement of the Hospital.

- (b) If approved, the Job share position half shall be posted and the selection will be based on the criteria set out in the Collective Agreement. It is understood and agreed that the arrangement is for a trial period of six (6) months during which the Hospital will determine if the arrangement will work satisfactorily. During the trial period either nurse may return voluntarily to their former position. If the Hospital does not believe the Job sharing arrangement is working the Hospital may return the nurse(s) to their former positions and any subsequent positions filled as a result of the Job Share Trial period will also be reversed.
- (c) Any vacant position as a result of a job share arrangement will be posted in accordance with the Collective Agreement.
- (d) The schedule for the job sharers shall be based on a full time rotation on the Unit that would apply to the full-time nurse who held that position. The schedule shall comply with the scheduling regulations in the Collective Agreement. The division of the scheduled shifts shall be determined by mutual agreement of the two nurses working the Job share position and the Manager of the Unit.
- (e) Job sharers shall endeavour to cover for their partner's absences including vacation. A Job Sharer will be offered the opportunity to cover their partner for extended sick leaves, or any other lengthy absence prior to the Job share position being backfilled unless mutually agreed otherwise by the Union and the Hospital.

For purposes of this agreement, the term lengthy absence shall be defined as an absence beyond two (2) weeks.

- (f) If one of the job sharers leaves the arrangement, the position will be posted. If there is no successful applicant to the position, the position will revert to a full time position and be posted as a full time job. The remaining nurse, if there are no part time positions available on the same unit, the nurse shall exercise layoff bumping rights to obtain a part time position.
- (g) A job sharing arrangement may be ended by the Hospital or the Union with sixty (60) days written notice. A meeting will be held within fifteen (15) days of receipt of the written Notice to discuss the discontinuation. If the Hospital has eliminated the position, the nurse(s) may exercise seniority rights under the Layoff provisions in the Collective Agreement to obtain a part-time position.
- (h) Job sharers status will be regular part-time nurses and shall be subject to the provisions of the part-time Collective Agreement.
- (i) It is understood job sharers may be offered additional hours in accordance with Article K.4

- (a) Extended tours shall be introduced into any unit when the Hospital and the Union agree to implement extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner:
 - i) The introduction will require Seventy-five (75%) of the full and part-time nurses in the unit who vote by secret ballot; and
- (b) When written notice of discontinuation is given by either party then,
 - i) The parties shall meet within two (2) weeks of the receiving the notice to review the request for a discontinuation; and
 - ii) Where it is determined that the Extended Tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (c) Additionally, extended tours may be discontinued in any unit when:
 - i) The Hospital provides the Union with written notice of its desire to discontinue the extended tours; or
 - ii) The Nurses make a written request to the Union, the Union will request a vote to discontinue. Fifty percent (50%) of the full and part-time nurses in the unit must vote for the discontinuance by secret ballot.
- (d) There will be an on-going evaluation of the Extended Tour in each unit.

It is understood that the initial implementation of Extended Tours will be for a trial period of six (6) months. At the completion of the trial period a second vote will be taken to confirm the ongoing scheduling of extended tours.

Voting will take place as per the Voting Guidelines in accordance with P.1.

P.4 Unit Weekend Schedule

A weekend worker as per Collective Agreement Article 13 may be developed when both the Hospital and the Union agree to implement one. Should a nurse wish to initiate a unit, weekend schedule, a request will be submitted in writing to the Clinical Manager with a copy to the Bargaining Unit President.

Should the Hospital wish to initiate a unit weekend schedule, the Clinical Manager will provide a written request to the Human Resources department with a copy to the Bargaining Unit President.

Should the Union and the Hospital mutually agree to the introduction of unit weekend scheduling, the parties will meet to negotiate the introduction of such schedule, the manner in which the positions are filled and how position will be discontinued will be outlined in a Letter of Understanding and will comply with the provisions of the Collective Agreement, Article 13.04.

P.5 2 Day / 2 Nights Schedule

- (a) It is understood that 2D/2N rotations can only be implemented with the agreement of the Hospital and the Union. Full time Nurses willing to participate in a 2D2N rotation will indicate their interest in writing prior to the development of a master rotation schedule
- (b) 2D2N rotations are specific rotations where a nurse works two (2) eleven point two five (11.25) hour extended day tours, following by two (2) eleven point two five (11.25) hour extended night tours, followed by five (5) days off.
- (c) Nurses working 2D2N rotations will have the Paid Holidays incorporated into the rotation. Additional hours may be assigned as required by the Hospital, approximately every eighteen (18) weeks.
- (d) The 2D2N rotations will be done on the basis that each full-time nurse will have one thousand nine hundred and fifty (1950) hours per year, which includes ninety (90) hours of statutory holidays. The parties will determine how additional hours will be added to the schedule to meet the 1950 hour requirement, if necessary.
- (e) When the 2D2N rotation is implemented there will be a trial period of at least six (6) month on any unit. Upon completion of the trial period each nurse will determine if they wish to continue the 2D2N rotation by secret ballot voting. A nurse wishing to return to a standard extended tour rotation will be permitted to do so.
- (f) Nurses working 2D2N will not be scheduled to work more than three (3) consecutive weekends. If a Nurse is scheduled to work on a fourth weekend the nurse will be entitled to be paid Premium in accordance with the Collective Agreement Article 14.
- (g) Nurses will not be scheduled to work more than four extended tour shifts in a row. If a nurse is scheduled to work a fifth and successive shift(s) the nurse will be paid premium in accordance with the Collective Agreement Article 14.

The Hospital will endeavour to schedule a replacement day off as soon as operationally feasible. It is understood that this does not constitute a change in schedule or cancellation of a shift under the collective agreement.
- (h) RN's will be granted either Christmas or New Years off on a rotating basis as per Article M.
- (i) All other scheduling provision contained in the Collective Agreement will be honoured.

If the Hospital schedules full-time no master rotation nurses in a 2D/2N rotation or a period of six (6) weeks or greater, the Hospital will notify the nurse that they are eligible for the consecutive shift premium as per Articles (f) and (g) above. Otherwise, full-time no master rotation nurses scheduled into a 2D/2N rotation for less than six (6) weeks will be eligible for the consecutive shift premium as per the Scheduling provisions for Extended tours Article J.6.

- P.6 The Hospital and the Association may agree to implement individual special circumstance schedules pursuant to Article 13.05 of the collective agreement.
- (a) Requests for individual Special Circumstance arrangements will be in writing to the Director of Nursing or designate with a copy to the Association.
 - (b) The Hospital, the Association and the individual shall meet to discuss the individual terms of the special circumstances schedule. Such arrangement(s) will be documented by a Letter of Understanding, which will set out the terms of the agreement required under Article 13.05.

ARTICLE Q – VACATION SCHEDULING

(a) General Provisions

The following provisions apply to the scheduling and approval of vacation requests for all nurses:

- i) Requests will be granted on the basis of seniority, notwithstanding request for calendar weeks off will receive priority over lesser periods.
- ii) A calendar week is defined as Monday to Sunday.
- iii) The date for determining full-time vacation entitlement for the vacation year shall be based on the nurse's anniversary date of employment. Part-time vacation entitlement is determined by seniority hours.
- iv) The Hospital will endeavour to schedule the weekend off prior to the commencement of a nurse's vacation if operationally feasible.
- v) The Vacation year will be from April 1st to March 31st. It is understood that vacation may not be accumulated from year to year without the express permission of the Hospital.
- vi) Such requests will not be unreasonably denied.
- vii) There will be three methods for nurses to utilize when making vacation requests. The first will be the advance vacation planner request, the second will be requests during the next posted work schedule and lastly will be short notice requests. Each of these methods are outlined in detail below.

Note: It is understood that once a vacation request is submitted and it is denied, nurses may resubmit another vacation request(s).

(b) Advance Vacation Requests

For the purpose of enabling advanced vacation planning the calendar year is segregated into three (3) periods: June to September; October to January; and, February to May. The specific start and end dates for these timeframes will be determined by the Hospital and aligned with the beginning and end of the calendar week most closely corresponding to the period in question. The Hospital will communicate these dates by January 31st of each year covering the planner periods from June of the current year to May of the following year, or such other periods as mutually agreed to by the Hospital and ONA. The Hospital will endeavour to implement reasonable vacation quotas for full-time and part-time staff (excluding casuals) for each of these three (3) periods based on the operational needs of each Unit.

1. June to September

- i) A vacation planner will be available by February 1st and completed by the nurses who are requesting vacation.
- ii) Requests for vacation during this period must be submitted to the Clinical Manager by March 1st.
- iii) Requests for calendar weeks off will receive priority over lesser periods.
- iv) The Hospital will identify the time requested as approved or denied by March 31st.
- v) The work schedule for the months of July and August will be completed in accordance with Article J.
- vi) A nurse will be scheduled up to a maximum two (2) calendar weeks (taken together or separately) of vacation during the months of July and August.

2. October to January

- i) A vacation planner will be made available by June 1st and completed by the nurses who are requesting vacation.
- ii) Requests for vacation during this period must be submitted to the Clinical Manager by July 2nd.
- iii) Requests for calendar weeks off will receive priority over lesser periods.
- iv) The Hospital will identify the time off requested as approved or denied by July 31st.
- v) For the purpose of Christmas and New Years scheduling Article M still applies.

Once the schedules have been posted for the Christmas and New Year's period, additional vacation time requests may be granted if the Unit's operational needs have been covered.

3. February to May

- i) A vacation planner will be made available by October 1st and completed by the nurses who are requesting vacation.
- ii) Requests for vacation during this period must be submitted to the Clinical Manager by November 1st.

- iii) Requests for calendar weeks off will receive priority over lesser periods.
- iv) The Hospital will identify the time off requested as approved or denied by December 1st.

(c) Requests for Vacation During the Next Posted Work Schedule

Outside of the advance vacation planning process, nurses may submit requests for vacation during the period covered by the next posted work schedule.

- i) The Hospital will notify nurses of the deadline for submitting requests at least eight (8) weeks prior to the commencement of the next posted work schedule.
- ii) Nurses will be provided with two (2) weeks to submit their requests.
- iii) Requests will be approved or denied at least four (4) weeks prior to the commencement of the posted work schedule.

(d) Short Notice Requests for Vacation

The following applies to short notice vacation requests. These are requests outside of the advanced vacation planning process and after the deadline for submitting requests for the next posted work schedule.

The Hospital will consider these requests on a “first come first served” basis, except when more than one (1) request is received on the same day, and then seniority shall prevail. Request for vacation outside of the vacation planner and next posted work schedule shall be responded to within five (5) business days.

ARTICLE R – PAID HOLIDAYS

R.1 The following shall be recognized as paid holidays:

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

In the event some other holiday is proclaimed one of the existing days will be replaced by such day as per agreement of the local parties.

R.2 Lieu days shall be granted to full-time Nurses up to one hundred and twenty (120) days after the date on which the holiday was observed. Nurses must submit a written request for the lieu day to be taken on a day mutually agreed between the Nurse and the Hospital. If the Hospital cannot grant the lieu day as requested within the one hundred and twenty (120) days the nurse may bank the lieu day to take at a mutually agreed upon time between the Nurse and the Hospital. All banked lieu days earned prior to December 1st will be paid out by March 31st of each year.

- R.3 A shift that begins or ends during the twenty-four (24) hour period of the above holidays shall be paid at the rate of time and one-half (1 ½) the nurse's straight-time hourly rate for all hours worked on the holiday.
- R.4 A nurse who is required to be on stand-by on a recognized holiday shall be paid stand-by pay in accordance with the Collective Agreement Article 14.
- R.5 A nurse who works in a unit which routinely closes between Christmas and New Year's Day, or a Unit that has been subject to a reduction of service beyond five (5) days, may bank up to five (5) lieu days to be taken during the closure(s).

ARTICLE S – BULLETIN BOARDS

- S.1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Association matters. All such notices must be signed by a member of the Association executive prior to being posted. A representative from Labour and Employee Relations or designate will be notified of new postings prior to their placement on the bulletin board.

ARTICLE T – PREPAID LEAVE PLAN

- T.1 The number of nurses who may be absent at any one time under the prepaid leave plan Article 11 shall be a total of eight (8) and in accordance with the below guidelines of:
- 1 - Emergency
 - 1 - Peri Op [Post Anaesthesia Care Unit (PACU), Preoperative Assessment Care (POAC), Day Stay Unit (DSU), Operating Room (OR)]
 - 1 - Ambulatory Care/Endo/Cysto
 - 1 - Psychiatry
 - 1 - Med/Surg C3
 - 1 - Surgery D3
 - 1 - A3 Medicine
 - 1 - Rehab/Geriatrics
 - 1 - ALC
 - 1 - ICU
 - 1 - Childbirth Program [Mother Baby Unit (MBU), Birthing Unit (BU), Special Care Nursery (SCN), Maternal Assessment Clinic (MAC)]
 - 1 - ACE (Acute Care of Elderly)

For clarity the total of 8 nurses is the combined total of full-time and part-time nurses. The Hospital will provide the Union with a list of nurses on Prepaid Leave and the date the nurse is expected to return to work on an annual basis.

ARTICLE U – HEALTH & SAFETY

- U.1 The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating

employees who have been ill, injured or disabled, to enable their early and safe return to work.

The parties will undertake to provide safe and meaningful employment for employees based on the following principles:

- (a) In all cases of lost-time work related injuries, Hospital and Union representatives will conduct an accident investigation, in accordance with the Occupational Health & Safety Act. Through the investigation the cause(s) of the accident shall be determined and recommendations developed to minimize the risk of reoccurrence. The Union representative and the injured nurse will be provided copies of the WSIB Form 7.
- (b) The Hospital and Union support the establishment of a Modified Work Program which includes early assessment of injury, a clinical based identification of the nurse's abilities/limitations and reasonable work/workplace accommodation which facilitates the rehabilitation of the injured nurse.

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

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

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

Employees absent due to extended illness or injury are obligated to communicate their expected return-to-work and any restrictions if applicable to the Occupational Health Services department.

It is encouraged that nurses provide as much notice as possible of expected return-to-work.

- (c) When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the staff representative of the Ontario Nurses' Association and the local representative to discuss the circumstances surrounding the nurse's return to suitable work. The unavailability of representatives shall not delay the return-to-work.

ARTICLE V – VIOLENCE, HARRASSMENT AND AGGRESSIVE BEHAVIOUR IN THE WORKPLACE

- V.1
- (a) The Hospital and the Union recognize that any form of verbal, physical, sexual, racial or other abuse of nurses is not acceptable. Any nurse who believes a situation to be in contravention of Hospital policies regarding Harassment & Aggressive Behaviour or Workplace Violence shall report immediately to the appropriate supervisor, who will make every effort to rectify the abusive situation.
 - (b) The Hospital, in consultation with the Joint Health and Safety Committee, agrees to develop, implement and amend as appropriate, policies, procedures and programs pertaining to the provision of a safe and healthy workplace.
 - (c) The Hospital shall provide updated statistics on aggressive/abusive incidences to the Occupational Health and Safety Committee.
 - (d) When a nurse, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses and prosthesis; jewellery is excluded with the exception of plain wedding bands), directly attributed to any assault, the Hospital shall provide for reasonable repair or replacement cost. It is understood that reimbursement shall be subsequent to completion of a written request and the nurse's provision of a receipt.

The nurse will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

ARTICLE W – JOB POSTINGS

- W.1 In accordance with Article 10.07 (d) full-time nurses may be considered for temporary full-time vacancies.

It is understood that full-time nurses may not be considered for temporary part-time vacancies.

- W.2 Notification of Job Posting Candidate

The parties agree that any unsuccessful candidate who has been interviewed for an ONA job posting will be notified by the Clinical Manager prior to the posting of the name of the successful candidate.

The parties further agree that notification of the successful applicant will be copied to the ONA Bargaining Unit President on a monthly basis.

- W.3 Transfer Book

The Parties agree where a nurse has made a written request for transfer under Article 10.07, and is awarded and accepts a position as a direct result of that

request, the nurse's Request for Transfer, will be considered completed. If a Nurse would like to be considered for a further Request for Transfer, a new request form must be submitted to the Hospital.

ARTICLE X – MENTORSHIP ARRANGEMENTS

X.1 The Hospital agrees to provide a copy of the Guidelines for Mentorship arrangements to each Nurse who agrees to be a mentor.

Nurses interested in participating in formal mentoring arrangements will indicate their interest in writing to their Clinical Manager. At the request of any Nurse the Manager will discuss with any candidate ways in which he/she may be eligible in the future.

ARTICLE Y – DISABILITY NOTIFICATION

Y.1 The Hospital will provide the Bargaining Unit President, with the name of each nurse who is off work on Long Term Disability (L.T.D), Workers Safety and Insurance Benefit (WSIB) claims, and Short Term Disability beyond 30 days, on a monthly basis.

In addition, the Hospital will provide, on a monthly basis, the names of the nurses on graduated return to work programs, including the estimated length of the Program.

The notification will be provided to the Bargaining Unit President or designate, once confirmation has been received from the Hospital's L.T.D. carrier that the nurse has been accepted or rejected for Long Term Disability benefits, or when the Hospital completes a Workers Safety and Insurance Board Form 7.

ARTICLE Z – VOLUNTARY BENEFITS

Z.1 Voluntary Part-Time Benefits

- (a) The Hospital agrees to provide part-time nurses with the option of participating in any and all of the group health and welfare benefit programs set out in Article 17 of the central agreement, subject to the terms and conditions of the plan and any enrolment requirements. It is understood and agreed that participating nurses will pay the full amount of monthly premiums.
- (b) Part-Time nurses who retire and have not yet reached age 65 may elect to continue their participation in group health and welfare benefit programs.
- (c) Actively employed nurses will pay their monthly premiums through the payroll deduction process, unless on an authorized leave of absence, in which case payment is to be made through post dated cheques. Post dated cheques are to be dated the first day of the month, and received by the Hospital prior to the commencement of the leave.

- (d) The Hospital will notify the Union of the benefits costs to part-time nurses in January of each year and each time the benefits costs are renegotiated by the Hospital.

Z.2 Retiree Benefits – Process for Payment

- (a) It is understood that payment in advance as stipulated under Article 17 will be paid by post-dated cheques and shall be provided directly to the hospital's benefits provider on a yearly basis and dated the first day of each month.
- (b) The Hospital will notify the Union of the benefits costs to part-time nurses in January of each year and each time the benefits costs are renegotiated by the Hospital.

DATED AT Ottawa, ONTARIO, THIS 12th DAY OF May, 2017.

FOR THE EMPLOYER:

Anthony Pettalia
Senior Labour & Employee Relations Consultant

Kerry Cook

Melanie Desgagnes

Lori Dipelino

Susan Lauton

Marie Marques

FOR THE UNION:

David Griffin
Labour Relations Officer

April Polasz

Kelly Gagnon

Tracy Beazley

Candice Harris

LETTER OF UNDERSTANDING

Between

QUEENSWAY CARLETON HOSPITAL (the "Hospital")

And

ONTARIO NURSES' ASSOCIATION (the "Union")

Re: Excess Weekly Hours of Work Agreement and Overtime Averaging Agreement as Per The Employment Standards Act, 2000

The parties hereto understand and agree to the following regarding excess hours of work and hours of work averaging for determining a nurse's entitlement to overtime in accordance with the *Employment Standards Act (ESA), 2000*.

- (a) The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule *over* a standard of a six (6) week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time Nurses or two hundred and twenty five (225) hours in a six (6) week period. Part time Nurses/employees will be scheduled no more than seventy five (75) hours in a two (2) week period.
- (b) The Union agrees to average such scheduled hours over the same six (6) week period for the purpose of determining the Nurses entitlement, if any, to overtime pay under Section 22 of the ESA. Nothing in this agreement would disentitle Nurses to ESA overtime for any additional hours worked that week. Nothing else in this agreement affects a Nurses' rights under Section 22 of the ESA.
- (c) The Union agrees that Nurses may be asked to work more than their regular scheduled hours in a work day despite the limits set out in Section 18(1), (2), (3) and (4) of the ESA. Each Nurse has the right to refuse the request to work beyond limits in Section 18 (1) (2) and (3) and (4) subject to the emergency provisions of Section 19 of the Act.
- (d) The Union agrees that Nurse may be asked to work hours which provide less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceeds 13 hours. Each Nurse has the right to refuse the request, subject to the emergency provisions of Section 19 of the ESA.
- (e) The Union agrees that Nurses *may* be asked to work additional hours to those on their master rotations or schedules, such that they may work more than forty eight (48) hours in a week, up to a limit of sixty (60) hours in a week. Each Nurse has the right to refuse the request, subject to the emergency provisions of Section 19 of the ESA.

It is understood that this document constitutes an Excess Hours of Work Agreement in accordance with Section 17 (1), and Overtime Averaging Agreement as per Section 22(2), of the *Employment Standards Act, 2000*.

DATED AT Ottawa, ONTARIO, THIS 12th DAY OF May, 2017.

FOR THE EMPLOYER:

Anthony Pettalia
Senior Labour & Employee Relations Consultant

Kerry Cook

Melanie Desgagnes

Lori Dipelino

Susan Lauton

Marie Marques

FOR THE UNION:

David Griffin
Labour Relations Officer

April Polasz

Kelly Gagnon

Tracy Beazley

Candice Harris