

SOURCE			
EFF.			
TERM.			
No. OF EMPLOYEES	1235		
NOMBRE D'EMPLOYÉS	1235		

1.000
1.000 per
1.000

APPENDIX 5

LOCAL PROVISIONS

(FULL TIME)

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APPENDIX 5 (FULL-TIME)

LOCAL PROVISIONS

ARTICLE A - SCOPE

A-1 The Hospital recognizes the Association as the bargaining agent for all regular full-time nurses, as defined in Article 2.03, engaged in the classifications set forth in Appendix 1.

ARTICLE B - INTERPRETATION

B - 1 "Nurse" - Wherever this term is used in this Agreement it shall mean Registered and/or Graduate Nurse coming within the scope of this Agreement as defined in Article A-1 hereof and engaged in one of the classifications set forth in Appendix 1 hereof.

B-2 "Tour Schedule" is a written statement setting forth the days and hours upon which nurses are normally required to work and the days upon which nurses are normally scheduled to be off work.

B-3 "Tour" means consecutive working hours for a nurse.

ARTICLE C - MANAGEMENT RIGHTS

C-1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation within the rights of Management.

C-2 Without limiting the generality of the foregoing, Management's rights include:

(a) The right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time, rules and regulations, policies and practices, to be observed by its employees, and the right to discipline or dismiss employees, for just cause.

(b) The direction of the working forces; the right to plan, direct and control the operation of the Hospitals; the right to introduce new and improved methods, facilities and equipment; the right to determine: the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.

(c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend employees and select employees for positions not

covered by this Agreement

(d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in these Hospitals.

C-3 The exercise of any of these rights will not be inconsistent with the provisions of this Agreement.

C-4 The Hospitals will inform the Association and the staff affected, as far in advance as possible, of any Ward closures in excess of two (2) weeks and the expected length of such closure.

ARTICLE D - REPRESENTATION & COMMITTEES

D-1 With reference to Article 6.01(a), there shall be one (1) Nurse Representative for each twenty (20) nurses.

General Staff Nurses	- REPORT TO:	Head Nurse, Ward Unit
Assistant Head Nurses	- REPORT TO:	Head Nurse, Ward Unit
Senior Staff Nurses (O.R.)	- REPORT TO:	Supervisor, O.R.
General Staff Nurses (O.R.)	- REPORT TO:	Supervisor, O.R.
Clinical Instructor (O.R.)	- REPORT TO:	Supervisor, O.R.

In-Service Education Instructor - REPORT TO: Co-ordinator,
In-Service Education

D-2 With reference to Article 6.01(b), the grievance committees shall consist of up to five (5) nurses. The total number of nurses on the grievance committee, including both full-time and part-time, shall not exceed six (6).

D-3 With reference to Article 6.01(b), the Joint Grievance Committee shall consist of:

The Grievance Committee,
The Director of Personnel and Industrial Relations,
Three other Representatives of Management,
and, at Step 3
The Executive Director

D-4 With reference to Article 6.02, the Hospital-Association Committee shall consist of up to five (5) nurses' representatives. The total number of nurses' representatives on the Committee, including both full-time and part-time, shall not exceed six (6). The number of Hospital representatives on the Committee shall not exceed the number of Association representatives.

D-5 With reference to Article 6.03, the negotiating committee shall consist of up to five (5) nurses. The total number of nurses on the negotiating committee, including both full-time and part-time shall not exceed six (6).

D-6 The interview of newly hired nurses provided for in Article 5.06 shall take place within the orientation programme.

ARTICLE E - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL)

E-1 With reference to Article 11.02, the number of nurses nominated shall not exceed one (1) from any one department and a total of five (5) nurses at any one time and up to a total of one hundred and ten (110) working days in each calendar year. The Association will endeavour to submit requests for leave of absence under this clause at least two (2) weeks in advance. Failure to do so may result in such request not being granted, except in cases with respect to Industrial Relations matters where the time limits are beyond the control of ONA.

ARTICLE F - VACATIONS

F-1 All vacations will be scheduled as fairly as possible at the discretion of the Department Head.

F-2 Nurses will state their vacation preferences in writing by March 1st of each year. Vacations will be allotted on a fair basis and resulting vacation schedule will be posted by April 1st of each year. Nurses wishing to reschedule vacations posted for the period November 1 of the current year to March 31 of the following year may request such change, in writing, by October 1st. The resulting revised vacation schedule will be posted by November 1st.

F-3 Nurses wishing to exchange vacation periods after they have been posted, shall make such request in writing to their supervisor.

F-4 Vacations earned during the period May 1st of the preceding year to April 30th of the current year shall be taken during the period of April 1st of the current calendar year to March 31st of the following calendar year.

F-5 Any nurse going on vacation shall, on request, be paid her vacation pay prior to the commencement of her vacation, subject to the following:

The nurse must complete the vacation pay advance form and submit it to her supervisor three (3) weeks prior to the pay day for which the advance is required. The nurse must have sufficient hours of vacation entitlement to cover the advance requested;

The advance may be for an estimated five (5) days, or multiples of five (5), depending upon the nurse's request and number of days on vacation. The number of days of vacation must be equal to or greater than the number of days' advance requested. The advance will be made available on the pay day immediately preceding the period of the advance.

ARTICLE 6 - PAID HOLIDAYS

G-1 The eleven (11) paid holidays referred to in Article 15.01 shall be:

**New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion Day
Civic Holiday (1st Monday in August)
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
The second Monday in February**

If Heritage Day is proclaimed as a statutory holiday, it will be in place of the second Monday in February.

G-2 The Hospitals will endeavour to allocate the above holidays on an equitable basis.

G-3 The lieu day referred to in Articles 15.04(b) and 15.05 will be granted within the period of one month prior to or one month after the date of the holiday.

G-4 "Tour" means consecutive working hours for an employee. The day, measured on a midnight to midnight basis, during which the majority of the hours of a tour are worked shall determine the calendar day to which that tour belongs. On time cards, however, all hours worked will be entered under the calendar day on which the tour begins.

G-5 When a designated holiday falls during a nurse's scheduled vacation, the additional day off with pay referred to in Article 15.04(a) is to be granted at a time mutually agreed upon between the nurse and the hospitals which will not interfere with the efficient operation of her department.

G-6 When a designated holiday falls on a nurse's scheduled day off, the additional day off with pay referred to in Article 15.04 (b) is to be granted at a time mutually agreed upon between the nurse and the Hospitals which will not interfere with the efficient operation of her Department.

ARTICLE H - HOURS OF WORK - SCHEDULING

- H-1 With reference to Article 14.12, tour schedules showing the days and hours to be worked and days off will be posted at least six (6) weeks in advance.
- H-2 The day measured on a midnight to midnight basis on which the majority of the hours of a tour are worked, determines the calendar day to which that tour belongs.
- H-3 Tour schedules will be drawn up to embody the following conditions:
- (a) four (4) days off in a two (2) week period and normally two (2) days off at a time shall be scheduled. Split days off may be scheduled by mutual consent.
 - (b) a nurse shall not be required to work more than seven (7) consecutive days without days off except by mutual written consent. If a nurse is required to work more than seven (7) consecutive days without written mutual consent, she shall be paid premium payment in accordance with Article 14.03 for every consecutive day worked after the seventh day.
 - (c) at least one (1) weekend off in three (3) shall be scheduled and more frequently where possible. A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a third consecutive and subsequent weekend save and except where:
 - such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - such nurse has requested weekend work, or
 - such weekend is worked as the result of an exchange of shifts with another nurse.
 - (d) a period of two (2) consecutive tours off shall be scheduled between changes of tour and at least forty-eight (48) consecutive hours off shall be scheduled following a night tour. A shorter period of time between change of tour may be scheduled by mutual consent. If the employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty or at least forty-eight (48) consecutive hours off following a night tour, the employer will pay to the nurse premium payment in accordance with Article 14.03 for the following tour of duty worked.

- (e) equal distribution of tours will be scheduled to each nurse, who normally rotates through all three tours within the areas in which she works.
- (f) the Hospital recognizes the principle of equal times on days as on other tours combined. However, where this is not possible, the Hospital assures that a nurse shall have at least a minimum of time on day duty equal to a regular period of time on one of the other tours.
- (g) a nurse will have either Christmas or New Year's time off. Time off at Christmas will include Christmas Eve (December 24), Christmas Day (December 25) and Boxing Day (December 26) and time off at New Year's shall include New Year's Eve (December 31), and New Year's Day (January 1). The choice will be given to the nurses in each area as to which of these two (2) holidays they prefer off and Master Rotations may be waived from December 15th to January 15th. When there is a conflict of choice, no nurse will be required to work two (2) consecutive Christmas holidays or two (2) consecutive New Year's holidays. A nurse will be scheduled three (3) consecutive days off at either Christmas or New Year's time. For the purpose of clarification the waiver mentioned above refers to the period covered by Master Rotations commencing the Saturday closest to December 15th.
- (h) requests for change in posted tour schedules *must* be submitted in writing to the Head Nurse or Supervisor and co-signed by a nurse willing to exchange days off or tours. No nurses may exchange tours without the permission of the Head Nurse or Supervisor. Such permission will not be unreasonably withheld. It is understood that such change in tours initiated by the nurse shall not result in overtime payments. Requests for such changes in tours will be submitted as far in advance as possible.

H-4 STAND-BY

With reference to Article 14.07, no nurse shall be required to stand-by on her scheduled day or days off.

H-5 Where a nurse chooses equivalent time off in accordance with Article 14.09 of the Collective Agreement, such time off must be taken within sixty (60) calendar days of the overtime being worked, at a time to be mutually agreed upon between the nurse and her immediate supervisor. If no mutually agreeable time is found within the sixty (60) day period, overtime pay will be paid in accordance with the terms of the Collective Agreement.

ARTICLE I - TERMINATION OF EMPLOYMENT

I-1 Nurses shall give the Hospitals two (2) calendar weeks' written notice of resignation except in cases of emergency. The Hospitals shall give nurses at least two (2) calendar weeks' written notice of termination or pay in lieu thereof. This clause does not apply to dismissal for just cause or layoff.

ARTICLE J - MISCELLANEOUS

J-1 The Hospitals agree to launder uniforms without charge provided such uniforms conform to ordinary standards and do not require special handling. The Hospitals shall continue to provide scrub caps, dresses and lab coats when this is required by the Hospital, at no cost to the nurse.

J-2 BULLETIN BOARD

The Hospital will provide one (1) bulletin board at each Hospital for the sole use of the Association and will allow the Association to post notices thereon, subject to Hospital policy.

J-3 With reference to Article 10.02, seniority lists shall be provided on September 1st and March 1st.

ARTICLE K - VALIDITY

K-1 Where any provision of this Agreement or any practice thereunder is at any time contrary to law this Agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this Agreement conform to the law.

ARTICLE L - EXTENDED TOUR

L-1 The purpose of this Article is to vary certain terms of the full-time Collective Agreement for the implementation and discontinuation of an extended tour schedule. With the exception of a specific variation set forth in this Article, all other conditions and terms of the Collective Agreement shall remain in force and in effect.

L-2 Implementation

The extended tour will be introduced in any unit in the following manner:

The eligible staff must indicate by a 66 2/3% majority (determined by secret ballot) their willingness to try the extended tour. Failure to achieve the above majority will result in the matter being reviewed. If it is voted to implement the extended tour, it will be discussed at the Hospital-Association Committee for further

consideration by Management. Nurses not supporting the program may, in accordance with the Collective Agreement, apply to positions as they become available.

The extended tour schedule will be implemented on a trial basis for three (3) months with the option of a three (3) month extension.

The decision as to whether or not to continue the extended tour schedule after the initial period will be based on the results of an evaluation.

L-3

L-4

L-5

Tour Schedules

A nurse shall not be required to work more than three (3) consecutive days without days off except by mutual written consent. If a nurse is required to work more than three (3) consecutive days without written consent the hospital will pay to the nurse premium payment in accordance with Article 14.03 of the Collective Agreement, for every consecutive day worked after the 3rd day.

At least one weekend off in two (2) shall be scheduled and more frequently where possible. A nurse will receive premium payment, in accordance with Article 14.03 of the Collective Agreement, for all hours worked on the 2nd consecutive and subsequent weekend save and except where:

- 1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
- 2) such nurse has requested weekend work, or
- 3) such weekend is worked as the result of an exchange of shifts with another nurse.

It is agreed that the scheduling requirements embodied in Article 13 and 14 and Article H of Appendix 5 of the Collective Agreement are waived during the transition period from a regular tour schedule to an extended tour schedule.