

COLLECTIVE AGREEMENT

Between:

GUELPH GENERAL HOSPITAL, GUELPH
(hereinafter referred to as the "Hospital")

And:

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

Expiry: March 31, 2008

05488 (11)
GUELP01.C08

TABLE OF CONTENTS

	<u>Page</u>
APPENDIX 3 – SALARY SCHEDULE	1
APPENDIX 4 –SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981	2
APPENDIX 5 – LOCAL ISSUES	3
ARTICLE A – RECOGNITION.....	4
ARTICLE B – MANAGEMENT RIGHTS	4
ARTICLE C – ASSOCIATION REPRESENTATION.....	4
ARTICLE D – LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS	5
ARTICLE E – HOURS OF WORK – SCHEDULING	6
ARTICLE F – PAID HOLIDAYS.....	16
ARTICLE G – VACATIONS	17
ARTICLE H – GENERAL	18
ARTICLE I – JOB SHARING	18
ARTICLE J – HEALTH AND SAFETY.....	20
LETTER OF UNDERSTANDING– RE: PARKING	23
LETTER OF UNDERSTANDING– RE: UNIT WEEKEND SCHEDULE	24
LETTER OF AGREEMENT – RE: LOCAL ISSUES.....	27
LETTER OF UNDERSTANDING– RE: BARGAINING UNIT PRESIDENT LEAVE OF ABSENCE	29

APPENDIX 3

SALARY SCHEDULE

The hourly salary rates shall be as follows for the following job classifications:

Effective April 1, 2006		
	Registered Nurse Lactation Consultant Transfusion Nurse Discharge Planner CV Pacemaker Clinic	Resource Nurse
Start	24.51	25.31
1 Year	25.49	26.27
2 Years	26.84	27.60
3 Years	28.16	28.92
4 Years	29.50	30.28
5 Years	31.17	31.94
6 Years	32.83	33.62
7 Years	34.52	
8 Years	36.87	37.68
25 Years	37.62	38.43

Effective April 1, 2007		
	Registered Nurse Lactation Consultant Transfusion Nurse Discharge Planner CV Pacemaker Clinic	Resource Nurse
Start	26.80	27.80
1 Year	27.20	28.20
2 Years	27.65	28.65
3 Years	29.01	30.01
4 Years	30.38	31.38
5 Years	32.10	33.10
6 Years	33.81	34.81
7 Years	35.55	36.55
8 Years	38.07	39.07
25 Years	38.74	39.74

APPENDIX 4

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

Clause # Applicable Clause from Collective Agreement
Central Award expiring September 30, 1980

5 Note

8.02 The Hospital shall remit to the Association, addresses, starting salaries and, where possible, work areas of newly employed nurses and the names of nurses who have terminated or who are on leaves of absence.

8.04 The Hospital will advise the Association of the addresses of new employees and will forward address changes as they are received by the Hospital.

Full-Time Only

10.04

13.06 (i) For nurses on staff as of October 23, 1981, seniority will be retained and accumulated:

- (a) during active employment with the Hospital;
- (b) while absent on paid sick leave;
- (c) while in receipt of Temporary Workmen's Compensation benefits;
- (d) while on approved leave of absence.

Part-Time Only

15.01 Note

15.07 Casual part-time nurses shall be entitled to time and one half (1 1/2) for working on a paid holiday as listed in Article F-1 of this Collective Agreement.

Full-Time Only

19.09

12.05 The Hospital will recognize for Assistant UNIT MANAGERS the successful completion of post graduate training on the following basis:

C.H.A. Course	\$ 15.00 per month
One Year University	\$ 40.00 per month
B. Sc. N.	\$ 80.00 per month
Masters Degree with emphasis on Nursing skills	\$120.00 per month

An educational bonus of \$15.00 will be paid to nurses who have completed a recognized post graduate course of six months or more provided they are employed in a capacity directly utilizing the preparation.

L3

APPENDIX 5

LOCAL ISSUES

Between:

GUELPH GENERAL HOSPITAL, GUELPH
(hereinafter referred to as the "Hospital")

And:

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

Expiry: March 31, 2008

ARTICLE A – RECOGNITION

A-1 The Hospital recognizes the Association as the sole bargaining agent for all registered and graduate nurses employed by the Board of Commissioners of the Guelph General Hospital engaged in nursing care save and except Clinical Managers and persons above the rank of Clinical Manager.

ARTICLE B – MANAGEMENT RIGHTS

B-1 The Association acknowledges that except as expressly modified by any other article of this Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects, and, without limiting or restricting that function:

- (a) to maintain order, discipline and efficiency;
- (b) to determine the number and location of the Hospital establishments, the services to be rendered, the methods, work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well being of the Hospital patients and the public;
- (c) to make, alter and enforce reasonable rules and regulations to be observed by the nurses;
- (d) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, and discharge nurses, and to assign nurses to shifts and to increase and decrease working forces provided that a claim of discriminatory retirement, classification, promotion, demotion, transfer, lay-off, recall, assignment to shifts, discipline or suspension, or a claim by a nurse that he or she has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.

B-2 These rights shall be exercised in a manner consistent with the provisions of this agreement.

ARTICLE C – ASSOCIATION REPRESENTATION

C-1 In reference to Article 6.02(a), the Association will provide the Hospital in writing with the names of the Association representatives, the areas they represent and any changes to the representatives as they occur.

The Association will further provide the Hospital in writing with the names of the Association representatives who shall be called by the Hospital for any meetings related to:

- (a) return to work and accommodation

(b) where the Hospital in accordance with Article 7.02, may discipline a nurse and

(c) grievances

C-2 In reference to Article 6.02(b), there shall be three (3) bargaining unit representatives on the Grievance Committee.

C-3 In reference to Article 6.03, there shall be four **(4)** bargaining unit representatives and an equal number of Hospital representatives on the Hospital Association Committee.

C-4 In reference to Article 6.04, there shall be six (6) bargaining unit representatives on the Negotiating committee.

C-5 In reference to Article 6.05 (b), the Hospital agrees to recognize four **(4)** bargaining unit representatives as members of the Joint Occupational Health and Safety Committee. Up to two (2) of the representatives will be paid to attend the Joint Occupational Health and Safety Committee meetings.

C-6 In reference to Article 5.06, the interview of a newly hired nurse(s) will be scheduled during the nurses' two (2) week orientation program. The Hospital will schedule a minimum of one-half (1/2) hour during the nurse's orientation program for the Association to collectively meet with the nurse(s). Such schedule of time to be mutually agreed upon between the Hospital and the Association.

Prior to each nursing orientation program, the Hospital shall provide the Association with the nurses' name, classification, date of hire and assigned department for nurses scheduled to attend the orientation program.

If orientation does not take place within four **(4)** weeks of hiring, then the Association will be permitted to interview a newly hired nurse(s) during working hours.

C-7 In reference to Article 9.02, fifty percent (50%) of the membership of the Hospital's Professional Development Committee will be Registered Nurses who are members of the bargaining unit. Membership will also include the Bargaining Unit President or delegate.

C-8 A Scheduling Committee shall be comprised of three (3) bargaining unit representatives, including the Bargaining Unit President, and an equal number of Hospital representatives.

ARTICLE D – LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

D-1 With reference to Article 11.02, there shall be leaves of absence not exceeding one hundred (100) working days in any one (1) year and not more than six (6) nurses shall be permitted to be absent at any one (1) time. Such six (6) nurses shall be from not less than three (3) nursing units. This includes full-time and part-time nurses.

D-2 Leave of Absence for Association Business (Bargaining Unit President)

- (a) For purposes of working on Association business as it directly relates to issues at the Hospital, the Bargaining Unit President shall be entitled up to one hundred and twenty (120) hours paid leave at her/his straight time hourly rate from April 1st of a current year to March 31st of the following year. The scheduling of the paid leave will be mutually agreed upon between the Bargaining Unit President and her/his Manager and will not be considered as time worked when determining premiums or overtime payments.
- (b) Where reasonably possible, the Hospital will schedule the Bargaining Unit President to work day shift, Mondays to Fridays. In doing so, if the Bargaining Unit President is a part-time nurse, she/he will not suffer any loss of pre-scheduled hours of work. It will be understood the Bargaining Unit President may provide availability to work shifts other than day shifts Mondays to Fridays.

ARTICLE E – HOURS OF WORK – SCHEDULING

- E-1 When a new schedule is approved by the Hospital, work schedules will be allocated based on the nurses' seniority.
- E-2 The scheduling of meal periods and relief periods for each nurse shall be determined by her Supervisor.
- E-3
 - (a) No nurse shall be scheduled to work more than seven (7) consecutive tours. In any pay period at least two (2) consecutive days off must be scheduled; the remaining two (2) days off may be split. In the event that a full-time nurse is scheduled to work more than seven (7) consecutive tours, she shall be paid premium payment in accordance with Article 14.03 for the eighth and subsequent consecutive tours.
 - (b) If at least seventy-five percent (75%) of the nurses on a unit elect in writing, the Hospital will endeavour to schedule the nurses on that unit to work no more than four (4) consecutive night shifts.
- E-4
 - (a) The Hospital will schedule one (1) weekend off in two (2), but if a nurse is required to work on the second or subsequent weekend, she shall be paid in accordance with Article 14.03 for such second and subsequent weekends worked. This premium shall not apply where by mutual agreement a casual nurse has agreed to work on the weekend.
 - (b) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the last shift Friday until the commencement of the first shift Monday unless otherwise mutually agreed.

The Hospital will endeavour to schedule full-time and regular part-time nurses to be off the Friday evening before their weekend off and not to return to work on the Sunday night of their weekend off.
- E-5 When a nurse changes tours, not less than sixteen (16) hours will be scheduled between tours without consent. Split tours will not be scheduled without consent. In the event that a full-time or regular part-time nurse works with less than

sixteen (16) hours between tours, she shall receive premium pay in accordance with Article 14.03 for the first changed tour worked.

E-6 A nurse rotating from nights to another tour shall be scheduled for not less than two (2) consecutive days off except by mutual consent. In the event that a full-time or regular part-time nurse does not receive two (2) consecutive days off as provided for in this Article, she will be paid premium pay in accordance with Article 14.03 for the first tour worked only.

E-7 A nurse will be considered for permanent evening or night tour upon request when a vacancy occurs. A nurse scheduled on a permanent night tour shall receive her weekend on Saturday and Sunday.

E-8 A nurse may request to work:

- (a) two shifts, either days and evenings or days and nights; or
- (b) the afternoon or night shift on a permanent basis.

Such a request will not be unreasonably denied. Conflicts in requests shall be resolved in accordance to seniority.

E-9 (a) Full-time Only

Where a nurse rotates through all three (3) shifts, the Hospital shall schedule equal time on the day tour as on the other two (2) tours combined.

(b) Part-time Only

The Hospital shall endeavour to schedule equal time on the day tour as on the other two (2) tours combined for nurses who normally rotate. A nurse other than a Casual nurse may not be required to change tours of duty more than once during a work week unless mutually agreed.

E-10 These scheduling regulations and penalties may be waived between December 15th and January 5th so that a nurse, unless mutually agreed otherwise or with the exception referred to below, will receive a minimum of five (5) consecutive days off at either Christmas (December 24th, 25th and 26th) or New Year's (December 31st, January 1st and 2nd). Notwithstanding the above, scheduling regulations and penalties may be waived between December 15th and January 5th so that a nurse, unless mutually agreed otherwise, who regularly works Mondays to Fridays a normal daily tour of seven and one-half (7.5) hours will receive a minimum of four (4) consecutive days off at either Christmas (December 24th, 25th and 26th) or New Year's (December 31st, January 1st and 2nd). In developing the Christmas/New Year's schedules, the Hospital will review prior years' schedules ensuring that there is an equitable distribution of Christmas and New Year's periods amongst the nurses from year to year. The Hospital will endeavour to schedule in such a way that that no nurse will be required to work two consecutive Christmases or New Year's. The Hospital shall advise each nurse of these days six (6) weeks in advance. In the event that a nurse does not receive five (5) or four (4) consecutive days off as referred to above, the nurse shall be paid premium pay in accordance with Article 14.03 for only the first tour so affected.

On October 1st of each year, the Hospital shall post a list requesting each nurse to indicate a preference for either Christmas or New Year's time off, as well as a preference for shift to work. The Hospital will post a Christmas / New Year's schedule that is reasonable and equitable.

- E-I ■
- (a) Tour schedules and days off will be posted six (6) weeks in advance and cover a six (6) week period.
 - (b) Requests for change in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange tours of duty. It is understood that such change initiated by a nurse shall not result in premium payment, to any nurse, by the Hospital. Such exchange must be approved by the Hospital and such approval shall not be unreasonably withheld.
 - (c) The Hospital will ensure that once the schedule has been posted, and nurses are replacing their own requested time off, as per practice, they replace themselves in accordance with the Collective Agreement part-time Article E-I6 (c).
 - (d) A nurse may request a specific day(s) off, provided such request is in writing to the immediate supervisor two (2) weeks in advance of the posting of the schedule. Approval of such requests shall not be unreasonably denied.
 - (e) Where the offer of an additional tour (i.e. a normal daily tour or extended tour) will result in premium payment, then in order of seniority, the tour will be offered as follows:
 - i) regular part-time nurses (including job-sharers)
 - ii) full-time nurses
 - iii) nurses working under a special circumstance agreement
 - iv) weekend workers
- E-I2 When it is necessary to close an area, and if nurses are being transferred elsewhere in the Hospital, an effort will be made to match the new rotation with existing one for each nurse; but scheduling will remain a right of the Hospital.
- E-I3
- (a) Extended Tours and Hybrid Schedules (combination of 7.5 hour and 11.25 hour tours) shall be introduced into any unit when:
 - i) Fifty-one percent (51%) of 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.
 - iii) The secret ballot referred to in E-I3 (a) (i) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.
 - iv) Extended tours introduced on any unit must continue for a minimum of six (6) months before another vote is taken.

- (b) Extended Tours and Hybrid Schedules (combination of 7.5 hour and 11.25 hour tours) may be discontinued in any unit when:
- i) Fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot: or
 - ii) The Hospital because of,
 - A) adverse effect on patient care, or
 - 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,

states its intention to discontinue the compressed work week in the schedule.
- (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; and
 - ii) Where it is determined that the compressed work week (extended tours) will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) A nurse shall not be required to work more than three (3) consecutive days without days off. If a nurse is required to work more than three (3) consecutive days, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement, for every consecutive day worked following the third (3rd) consecutive day worked.
- (e) There shall be a minimum of twelve (12) hours scheduled off between tours of duty and at least forty-eight (48) hours following the end of the night tour. Should the nurse work with less than twelve (12) hours between tours, or return to work with less than forty eight (48) hours following the night tour, the nurse shall be paid premium payment in accordance with Article 14.03 of the Collective Agreement for the entire tour worked.

E-14

Innovative Extended Two Day / Two Night Tour Schedule (2D2N)

The Hospital and Union agree that with respect to Article 13.03 of the Collective Agreement, an innovative extended two-day / two-night tour schedule, herein referred to as 2D2N, may be trialled up to thirty-six (36) weeks then implemented within a unit as follows:

- (a) A 2D2N schedule will be trailed in a unit where
 - i) the Director of the unit agrees, and
 - ii) where full-time nurses have expressed an interest to participate, and such participation will be on the basis of seniority.

The Director will determine the number of full-time positions to be scheduled for the 2D2N trial.

- (b) Following the trial, if the Director agrees to implement a 2D2N on the unit, the Director will determine the number of full-time positions to be scheduled. In order of seniority, full-time nurses who had participated in the trial will be scheduled to the 2D2N up to the number of available positions. If there are any remaining positions, in order of seniority, any remaining full-time nurses who had expressed an interest, will be scheduled up to the number of available positions. It will be understood that the 2D2N will not be implemented unless the number of full-time nurses is equal to or greater than the number of available positions.
- (c) With the exceptions of Articles E-2, 10, 11, 12, 15, 17, 20, 21, 22 and 23: Article E and Article F-4 of the Collective Agreement will not be applicable to a 2D2N.

In addition to the above, the following provisions will be applicable to the 2D2N.

- i) A nurse shall not be required to work more than four **(4)** consecutive extended tours. If a nurse is required to work more than four **(4)** consecutive extended tours, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement for the fifth (5th) and subsequent consecutive extended tour worked.
 - ii) A nurse shall be scheduled a minimum of six (6) weekends off in an eighteen (18) week cycle. A weekend off shall consist of five (5) consecutive days inclusive of a Friday. If a nurse is required to work more than twelve **(12)** weekends in an eighteen (18) week cycle, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement for all hours worked on any additional weekend. For purposes of such premium payment, a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the last shift Friday until the commencement of the first shift Monday unless otherwise mutually agreed.
 - iii) The 2D2N will not affect schedules of other nurses on the unit in such a way as to cause a scheduling violation under the provisions of the Collective Agreement.
 - iv) A nurse scheduled to a 2D2N will be scheduled additional hours if such nurse's normal work schedule over a calendar year would not provide opportunity to work one thousand nine hundred and fifty (1950) hours. It is understood that such additional hours scheduled shall be paid at the nurse's regular straight time hourly rate, not used for purposes of any premium payments and not be construed as a guarantee of hours of work.
- (d) i) If at any time a nurse scheduled to a 2D2N leaves the unit for a reason such as a permanent transfer, retirement or termination of employment, the resulting permanent vacancy, if required, will be

posted in accordance with the Collective Agreement. Prior to the vacancy being posted, in order of seniority, a full-time nurse in the unit who expresses an interest, will be scheduled to the vacant 2D2N schedule. If the vacancy is not posted, or if there is no successful candidate to fill the posted vacancy, the Director of the unit and the Union will meet to discuss a potential solution. If no mutually agreed to solution is determined, the Hospital has the right to discontinue the 2D2N within the unit.

- ii) If at any time a nurse scheduled to a 2D2N is unable to continue to be scheduled to a 2D2N for a reason such as medical, family emergency and so on, the nurse will promptly bring such to the attention of the Director of the unit and the Union. The Director, Union and nurse will then meet to discuss the nurse's withdrawal from the 2D2N and a potential solution. If no mutually agreed to solution is determined, the Hospital has the right to discontinue the 2D2N within the unit.
- (e) Notwithstanding paragraph (d) above, the Hospital may discontinue a 2D2N on a unit because of:
- i) adverse effect on patient care, or
 - ii) inability to provide a workable staffing schedule, or
 - iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

Prior to discontinuing a 2D2N on a unit, the Hospital will meet with the Union to discuss the reason(s) for such.

E-15

- (a) Operating Room and PACU
- i) Scheduled standby assignments will be distributed equitably amongst the nurses in a department utilizing standby, with the option to exchange.
 - ii) Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.
 - iii) Nurses who wish to utilize lieu time following standby duty will make their request prior to the schedule being posted.
 - iv) A nurse will not be scheduled for standby on her/his day off unless otherwise agreed to by the nurse.
 - v) Nurses scheduled for standby shall be provided with beepers.
 - vi) Standby schedules will not be reassigned without consultation with the nurse whose schedule is being changed. In consultation with the Bargaining Unit President and unit scheduler, a process will be established for the reassignment of standby assignments on a fair and equitable basis.

- vii) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse.
 - viii) Where a nurse has been called in from standby and worked the hours after 2400 hours, such nurse will not be required to work the day shift unless she/he does so by mutual agreement between the nurse and the Hospital.
 - ix) The Hospital will schedule standby so that a nurse shall not be required to standby more frequently than sixty-seven and one-half (67.5) hours out of every seven (7) weeks. With the agreement of a nurse, said nurse may be scheduled to standby more frequently.
 - x) The Hospital shall schedule such that no nurse shall be required to undertake standby for longer than twelve (12) consecutive hours. Standby following an evening shift will not exceed eight (8) hours.
 - xi) The Hospital will continue to provide forty-eight (**48**) hours between the completion of the nurse's last night on call and the next scheduled day shift.
- (b) The Hospital will notify the Bargaining Unit President or designate prior to initiating a new and ongoing standby assignment(s).

E-16

Hours of Work – Scheduling (Lieu Time)

- (a) In reference to Article 14.09, a full-time or part-time nurse, in minimum increments of one (1) hour, may accumulate in her/his lieu bank up to seventy-five (75) hours equivalent time off.
- (b) Equivalent time off will include those hours where a nurse has worked and accumulated approved hours for which she/he is entitled to be paid premium pay including overtime, call back and scheduling violations.
- (c) The scheduling of any equivalent time off will be mutually agreed to between the nurse and her/his Manager. If more than one (1) nurse requests equivalent time off be scheduled at the same time, seniority shall be the deciding factor in the scheduling of equivalent time off.
- (d) If a nurse's lieu bank reaches seventy-five (75) hours, then any additional hours worked at premium rates will be paid at the applicable premium rate.

Notwithstanding the above, it will be understood that, at any time, a nurse may request all or part of her/his lieu bank be paid out.
- (e) In December of each year, the Hospital's Payroll Department will send a notice to nurses suggesting that any nurse with lieu bank hours consider having their lieu bank hours paid out prior to the end of the calendar (taxation) year.
- (f) On each March 31st, the Hospital will pay out to each nurse any lieu bank hours in excess of twenty-two and one-half (22.5).

Regular Part-time Scheduling

- (a) i) In reference to Article 2.05, a regular part-time nurse hired on or before December 31, 2005, will be committed and scheduled to work a minimum of ten (10) tours in a four (4) week rotation when working a normal daily seven and one-half (7.5) hour tour schedule, or ten (10) tours in a six (6) week rotation when working an extended eleven and one-quarter (11.25) hour tour schedule.
- ii) In reference to Article 2.05, a regular part-time nurse hired after December 31, 2005, will be committed and scheduled to work a minimum of four (4) tours in a four (4) week rotation when working a normal daily seven and one-half (7.5) hour tour schedule, or four (4) tours in a six (6) week rotation when working an extended eleven and one-quarter (11.25) hour tour schedule.
- iii) Notwithstanding the above, a regular part-time nurse referred to in (i) above may opt to be considered as a nurse referred to in (ii) above. With the exception noted in (d) below, it will be understood that if a regular part-time nurse opts to be considered as a nurse referred to in (ii) above, she/he may not again be considered as a nurse referred to in (i) above.
- (b) In reference to the schedule referred to in Article E-11 (a), all regular part-time nurses in a department shall be scheduled by seniority up to their commitment, referred to in (a) above. For purposes of this Article E-16, a job sharer, referred to in Article I shall be deemed a regular part-time nurse scheduled up to her/his commitment. If all regular part-time nurses in a department have been scheduled up to their commitment and there remain shifts available to be scheduled within a department, regular part-time nurses in the department shall be scheduled on an equitable basis to said shifts provided no overtime or premium payments would result. In addition, a casual part-time nurse may be scheduled to fill any shifts that would otherwise have resulted in an overtime or premium payment to a regular part-time nurse.
- (c) Following the schedule being posted in accordance with Article E-11 (a) when regular part-time nurses have been given opportunity to work up to their commitment, referred to in (a) above, the Hospital will offer additional shifts to regular part-time nurses in a department on the basis of seniority (utilizing the most recent seniority list provided by the Human Resources Department) prior to offering hours to casual part-time nurses and subject to the following:
- i) Part-time nurses who wish to be considered for additional shifts must indicate their availability in the manner prescribed by the Hospital which will include that:
- part-time nurses indicate their availability at least two (2) weeks in advance.
 - any change in a part-time nurse's availability must be initialled by the part-time nurse, ink only.

- ii) A shift will be deemed to be offered whenever a call is placed and documented as such. It will be understood that in placing a call for a shift that is further than forty-eight (48) hours in advance, a part-time nurse will have until 10:00 hours the following day to confirm acceptance. Acceptance of a shift must be personally confirmed by the nurse.
 - iii) It is understood that the Hospital will not be required to offer a shift which would result in overtime or premium pay.
 - iv) When a part-time nurse accepts an additional shift, she/he must report for the shift unless arrangements satisfactory to the Hospital are made.
 - v) If there is no nurse available in a department to work a shift at other than overtime or premium pay, a nurse from another department may be scheduled provided said nurse is available and no overtime or premium pay would result. It is understood that a nurse must report to her/his department that she/he has worked a shift in another department.
- (d) With a view to the creation of permanent full-time position(s), prior to a permanent regular part-time vacancy being posted, the Hospital will consider utilizing the vacancy to create and post a permanent full-time position. If the Hospital determines the vacancy is to be posted as a permanent regular part-time vacancy and the vacancy was previously a regular part-time position with incumbency to a nurse described in (a) (i) above, the vacancy will be posted and identified as such. If the successful applicant to the vacancy is a full-time or regular part-time nurse hired on or before December 31, 2005, the successful applicant will be deemed a regular part-time nurse described in (a) (i) above, otherwise the successful candidate will be deemed a regular part-time nurse described in (a) (ii) above.

E-18 Copies of any new and/or changed Master Schedules will be forwarded to the Union President and the scheduling representative prior to the implementation of same. The Hospital will not post a schedule that in any way violates the Collective Agreement unless the Schedule is delineated as an "Innovative Schedule" and accompanied by a Letter of Understanding.

E-19 Self-Scheduling

- (a) Self-Scheduling shall be introduced into any unit when:
- i) Fifty-one percent (51%) of the nurses in the unit so indicate 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.
 - iii) The secret ballot referred to in E-13 (a) (i) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.

- iv) Self-Scheduling introduced on any unit must continue for a minimum of six (6) months before another vote is taken.
- (b) Self-Scheduling may be discontinued in any unit when:
 - i) Fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; or
 - ii) The Hospital because of,
 - A) adverse effect on patient care, or
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
 - i) The parties shall meet within two (2) weeks of the giving notice to review the request for discontinuation; and
 - ii) where it is determined that self scheduling will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

E-20 Tours of Less Than 7.5 Hours

Where a part time nurse is scheduled to work less than a normal tour (7.5 hours), Article E in its entirety applies except as amended by the following:

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

E-21 Hours of Work – Scheduling (Work on another unit)

For purposes of a partial shift or single shift reassignment as referred to in Article 10.08(a), where the Hospital requires a nurse(s) to work on another unit, the Hospital shall reassign a nurse(s) scheduled on the unit and shift from which the assignment is to occur as follows:

- (a) the Hospital will first ask for volunteers, and
- (b) where necessary, the Hospital will utilize a process for rotating reverse seniority. The Hospital will provide orientation to a nurse(s) and to the unit(s) that are normally affected by these reassignments.

E-22 Hours of Work – Scheduling (Nurse Scheduling)

Where a nurse is assigned by her/his Manager to prepare a schedule, the Manager will endeavour to provide the nurse time during the nurse's normal working hours to prepare the schedule. If the Manager requests and the nurse

agrees to prepare a schedule outside of the nurse's normal working hours, the nurse will be paid her/his regular straight time hourly rate for such hours spent preparing the schedule with the understanding that said hours will not be considered as time worked when determining premium or overtime payments. It will be understood that prior to posting, the Manger will approve the schedule.

E-23 Hours of Work – Scheduling (Shift Premium)

For purposes of Article 14.10, the evening shift shall be defined as hours worked between 15:15 hours and 23:15 hours, the night shift shall be defined as hours worked between 23:15 hours and 07:15 hours.

E-24 Hours of Work – Scheduling (Weekend Premium)

For purposes of Article 14.15, the weekend premium will be paid for each hour worked between 24:00 hours Friday and 24:00 hours Sunday.

ARTICLE F – PAID HOLIDAYS

F-1 With reference to Article 15.01 the following shall be recognized as aid holidays:

New Year's Day (Jan. 1)	Civic Holiday
2 nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2 nd Monday in November
Victoria Day	Christmas Day (Dec. 25)
Canada Day (July 1 st)	Boxing Day (Dec. 26)

F-2 In the event that a new statutory holiday is proclaimed by legislation, the second (2nd) Monday in February holiday shall be replaced by the new statutory holiday.

F-3 In reference to Article 15.05 and 15.08, a paid holiday shall commence at 24:00 hours on the calendar day prior to the paid holiday and end at 24:00 hours on the actual calendar day of the paid holiday.

F-4 Where a nurse is scheduled to work on a weekend prior to any paid Holiday, as designated above, which falls on a Monday, she shall be scheduled on the Holiday.

Where a nurse is scheduled off on a weekend prior to any paid Holiday, as designated above, which falls on a Monday she shall be scheduled off on the Holiday.

F-5 Full-time Only

With reference to Article 15, lieu days off shall be taken on a day arranged between the nurse and the Hospital within sixty (60) calendar days before or after the date on which the holiday was observed. Such days off shall be scheduled where possible with a weekend off or at some other time by mutual agreement of the nurse and the Hospital.

ARTICLE G – VACATIONS

- G-1 With reference to Article 16 for the purpose of calculating vacations and eligibility, the fiscal year shall be from April 1st in any year to March 31st in the following year.
- G-2 Vacation requests for the fiscal year will be submitted by March 1st, approved and granted on the basis of seniority. Following March 1st, any vacation requests will be granted on a first come first serve basis.
- G-3 All vacation requests must be submitted to the Director in writing and approved by the Director. It is understood that the Director must ensure reasonable responsible coverage of the unit and will not unreasonably deny any vacation request.
- G-4 Approved vacation requests will be posted by May 1st each year.
- G-5 All changes to vacation requests must be submitted in writing to the Director or her/his designate for approval. The Director will respond to these requests within a two (2) week time frame. Such requests will not be unreasonably denied.
- G-6 Every effort will be made to grant vacation entitlement on successive weeks; however, it is agreed and understood that where the level of patient care may be adversely affected, it may not be possible to grant the fourth week consecutively.
- G-7 A nurse may request vacation as a single day or combination of days for any day(s) of the week. Such requests shall not be unreasonable denied, it being understood that the nurse must submit such request in writing to her immediate supervisor two (2) weeks in advance of the posting of the schedule.
- G-8 Vacations will be scheduled at such time of the year as is found most suitable considering the wishes of both the nurses and the Hospital. However, they will be scheduled in such a manner as to provide a fair distribution of the number of people who are absent due to vacations. In special circumstances vacations may be scheduled over Christmas week. Employees with greater seniority will have first choice of dates provided that they indicate their preference before March 1st.
- G-9 The Hospital shall provide one weekend off and shall endeavour to provide two weekends off in conjunction with any vacation period of at least five (5) days.
- G-10 Vacations will normally be taken in the period April 1st to March 31st.
- G-11 Prime time vacation is defined as June 15th to September 15th and will be scheduled as follows:
- (a) Prime time vacation schedules will be done by a unit scheduling committee which will include, but not be limited to; the floor rep, one (1) other member who may or may not be the scheduler and the Director. They will devise a schedule that is fair and equitable with input from all ONA members on that unit.
 - (b) Prime time vacation requests will be approved in up to two (2) week blocks. The Hospital will not unreasonably deny extension under special or extenuating circumstances.

G-12 Part-time Only

Part time nurses will receive their vacation pay, bi-weekly.

ARTICLE H – GENERAL

- H-1 The employer agrees that nurses who attend any hospital committee meetings will receive payment at straight time.
- H-2 Nurses will be paid bi-weekly.
- H-3 The Hospital shall supply the Association, and post, an up-to-date seniority list within reasonable time following the last pay date in June and December of each calendar year.
- H-4 The Hospital shall provide four (4) bulletin boards for the use of the Association in posting notices of the Association to its members and other general information pertaining to Nursing. Notices of meetings and ONA notices can be posted in conference rooms in each unit. Such notices must have the approval of the Executive Director or his appointee and be signed by the President of the Association before posting. Approval will not be unreasonable withheld.
- H-5 In accordance with Article 11.1 ■ (c) the number of nurses who may be absent at any one time shall be not more than one per unit.
- H-6 The Employer shall reimburse the nurse within twenty-four (24) hours, from the time the Unit Manager or designate confirms with payroll staff an error or omission caused by the Employer on her paycheque, when the amount exceeds one (1) tour or more. A tour for this purpose equals 4 hours; 7.5 hours; and 11.25 hours.
- H-7 The Employer shall provide each terminating employee with a letter stating her total hours worked and area of work, upon request.

ARTICLE I – JOB SHARING

Pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply:

- I-1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- I-2 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the UNIT MANAGER of the unit.
- I-3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- I-4 Each job sharer may exchange shifts with her partner. She may exchange with other nurses only on scheduled tours off for the full time line.

I-5 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.

I-6 Coverage

(a) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and this would not result in premium payment.

(b) Vacation, Maternity leave and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreement:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partners shifts for the duration of the absence.

I-7 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) Any incumbent full-time nurse wishing to share her position may do **so** without having her 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.

(c) Where two (2) full time nurses on one unit wish to job share one (1) position, neither half will be posted, providing this would create one (1) full time position to be posted and filled according to the collective agreement.

(d) If one of the job sharers leaves the arrangement her/his position will be posted. If there is no successful applicant the following applies:

If the remaining employee was previously full-time, she/he may elect to return to her/his full time status or she/he may elect to remain regular part-time. If there is no regular part time position available on the same unit, she or he shall exercise her/his layoff bumping rights to obtain a part time position and the shared position would then be posted as a full-time position.

If the remaining employee was previously part-time, she or he will return to her former status. If there is no part time position available on the same unit, she or he shall exercise her/his layoff bumping rights to obtain a part time position. The shared position would then revert to a full time position and be posted according to the collective agreement.

I-8 Discontinuation

Either party may discontinue an individual job-sharing arrangement with ninety (90) calendar days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE J – HEALTH AND SAFETY

J-1 The Hospital will endeavour to notify the Bargaining Unit President or designate within forty-eight (48) hours or as soon as reasonably possible of any nurse who has been assaulted while performing her/his work.

The Hospital will reimburse the nurse for damages incurred to the nurse's personal property as a result of being assaulted while performing her/his work.

J-2 The Hospital agrees to supply the Union and the nurse, upon request, with a copy of the Workplace Safety Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at least twenty-four (24) hours prior to being sent to the Board. The Union shall be given opportunity to meet with the Hospital to discuss and amend any errors or omissions found in the Form 7.

J-3 Early and Safe Return to Work

(a) The Hospital and the Union are committed to a consistent and fair approach to meeting the needs of a disabled nurse with respect to reasonably accommodating without undue hardship her/his early and safe return to work in accordance with the parties' responsibilities under the law. To that end, the Hospital and the Union agree that ongoing and timely communications by all participants, including the nurse, is essential to the success of the process.

(b) The Union will designate and notify the Hospital in writing of a Union return to work representative. The return to work representative will actively participate in the process with respect to the early and safe return to work of the nurses.

(c) By the fifteenth (15th) of each month, the Hospital will provide the Union's return to work representative with a list that includes:

i) the names and last day worked of those nurses absent from work because of disability and who are in receipt of Workplace Safety Insurance Board benefits.

ii) the names and last day worked of those nurses absent from work because of disability and who are in receipt of long term disability benefits.

iii) the names of nurses currently participating on a temporary return to work program.

iv) the names of nurses permanently accommodated.

- (d) Prior to a nurse returning to work on a temporary return to work program or a nurse being permanently accommodated, the Hospital will meet with a committee consisting of, the nurse, the Union's return to work representative, the nurse's Manager, a Hospital Occupational health representative and others if required, to discuss and implement the nurse's temporary return to work program or the nurse's permanent accommodation.

J-4

Violence in the Workplace

- (a) The Hospital and the Union agree that verbal, physical and sexual abuse of a nurse(s) in the workplace will not be accepted.
- (b) The Hospital, in consultation with the Joint Health and Safety Committee shall;

develop, establish and implement violence in the workplace policies, procedures, practices, training and

on a timely basis, review and if appropriate, revise violence in the workplace policies, procedures, practices and training
- (c) The Joint Health and Safety Committee shall advise the Hospital with respect to violence in the workplace policies, procedures, practices and training.

DATED at Guelph, Ontario this 21st day of September, 2007.

FOR THE HOSPITAL:

Rod Carroll

Eileen Bain

Annette Harrington

Diane Bell-Smith

FOR THE UNION:

Marsha Mazurk
Labour Relations Officer

Maria Pena
Bargaining Unit President

Elaine McClement-Smith

Mary Beth Marcone

Rose Rainville

LETTER OF UNDERSTANDING

Between:

GUELPH GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: Parking

- (a) Prior to any changes in parking rates, proposed changes will be discussed at the Hospital-Association Committee meeting. In the event the Hospital changes rates, the Association has the right to grieve.
- (b) The Hospital agrees to maintain its current practice of providing parking permits to those departments who have a nurse(s) on stand-by after their scheduled 3-11 shift. The permits enable a nurse(s) to access the reserved physician spaces, if available. The Hospital and the Association reserve the right to re-open discussions related to this practice should that become necessary.

DATED at Guelph, Ontario this 21st day of September, 2007.

FOR THE HOSPITAL:

Rod Carroll

Eileen Bain

Annette Harrington

Diane Bell-Smith

FOR THE UNION:

Marsha Mazurk
Labour Relations Officer

Maria Pena
Bargaining Unit President

Elaine McClement-Smith

Mary Beth Marcone

Rose Rainville

LETTER OF UNDERSTANDING

Between:

GUELPH GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: Unit Weekend Schedule

The parties hereby agree to the following provisions regarding the implementation of a Unit weekend schedule:

1. Introduction

The implementation of a Unit weekend schedule will be in accordance with Article 13.04 of the Collective Agreement, whereby a full-time Registered Nurse works an average of thirty (30) hours per week and is paid for thirty-seven and a half (37.50) hours per week at her or his regular straight time hourly rate.

To be considered for a Unit weekend schedule, the Registered Nurse will submit a request in writing to her or his Unit Manager. The weekend schedule will be a temporary arrangement for a minimum period of eight months, up to a maximum period of one year in duration with the possibility of renewal. The hospital and the union will meet to discuss the weekend schedule. If the parties reach agreement, and the Unit master schedule would not be affected, then the weekend schedule will be implemented.

If the Unit master schedule would be affected by the introduction of the weekend schedule, then the Registered Nurses on the Unit will vote by secret ballot (the vote will be conducted solely by the union, and the union will post the results). If eighty (80%) of the voting nurses indicate their willingness to have the Unit master schedule adjusted to accommodate the weekend worker, then the weekend schedule will be implemented.

2. Scheduling

A Unit weekend schedule will consist of an average of thirty (30) hours per week, and must include two (2) 11.25 hour shifts scheduled each weekend, in accordance with Article 13.04 of the Collective Agreement and Article E-4 (b) of the Appendix of Local provisions. The remaining 7.50 hour shift per week will normally be scheduled on the Friday, unless a paid holiday falls on the Monday, in which case the shift may be scheduled on the holiday.

A Unit weekend schedule may also be averaged over a six (6) week period, in which case there would be four (4) 11.25 hour shifts remaining to be scheduled over the six (6) weeks. Accordingly, the remaining four (4) 11.25 hour shifts will normally be scheduled on the Friday,

unless a paid holiday falls on the Monday, in which case the shift may be scheduled on the holiday.

Unit weekend workers will not be scheduled to work during the week, nor will they normally be called in to cover a shift during the week. However, under exceptional circumstances when patient care would otherwise be compromised, a Unit weekend worker may work during the week, but only after all other options have been exhausted including offering premium to all Registered Nurses eligible for premium pay, and able to do the work.

3. Health Benefits

Benefit coverage for Unit weekend workers including Life Insurance, A D & D, Extended Health, Dental and Semi-Private remains unchanged.

4. Sick Pay Benefits

During the first fifteen (15) weeks of absence due to legitimate illness, the Unit weekend worker is eligible for Employment Insurance benefits. If the nurse's illness continues past the first fifteen (15) weeks of E.I. benefits, then the hospital will pay sick benefits for the next fifteen (15) weeks at 65% of the nurse's regular earnings (subject to on-going medical documentation that is satisfactory to the hospital). The Unit weekend worker may utilize her or his banked stat hours (if available) as income replacement for absence due to illness during the first fifteen (15) weeks, prior to applying for Employment Insurance benefits. LTD benefit coverage remains unchanged.

5. Weekend & Shift Premiums and Consecutive Weekend Language

Weekend and shift premiums shall not be paid. Unit weekend workers are not eligible for premium payment for consecutive weekends worked, as described in the scheduling provisions of the Local Appendix, Article E-4 (a).

6. Christmas Period

A Unit weekend worker may be scheduled to work over Christmas or New Year's. The number of weekly hours normally scheduled for the weekend worker will be maintained. The nurse and the union will meet with the Unit Manager to discuss the Christmas rotation, and an agreement will be reached which meets the needs of both the Unit and the weekend worker.

7. Discontinuation

The parties agree to meet again prior to the end of the temporary Unit weekend schedule arrangement, to discuss either renewing the agreement for a further period of up to one year, or discontinuing the arrangement.

Either party may discontinue a Unit weekend worker's schedule at any time, with sixty (60) days written notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the reasons for discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary. In the event that a Unit weekend worker's schedule is discontinued, the Registered Nurse will revert back to her or his previous schedule.

LETTER OF AGREEMENT

Between:

GUELPH GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: Local Issues

Letter of agreement to be attached to the local issues agreement and incorporated into the agreement in next round of local negotiations.

Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-coordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful interviewed candidate for an ONA job posting will be notified 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 ONA Bargaining Unit President will be advised of who receives the above notice by e-mail.

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 post-dated cheques provide on a yearly basis.

It is understood that any transaction would be dated the first of each and every month. The employer will notify the Union of the benefit costs to retired nurses in each time the benefits costs are renegotiated by the Employer.

Supplementary Vacation

Full-time nurses entitled to supplementary vacation pursuant to article 16.01(9) of the central Collective Agreement will request such vacation as per Article (f). Unused supplementary vacation will be carried over to the following vacation year(s).

Part-time nurses entitled to supplementary vacation pursuant to article 16.06 of the central Collective Agreement will request such vacation as per Article (9). Unused supplementary vacation will be carried over to the following vacation year(s). The additional 2% vacation pay will be paid out within one (1) month of earning the supplementary vacation.

Hospital-Association Meetings

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.

Paid Professional Leave Days

Each nurse shall be entitled to apply for professional development leave in a calendar year. The nurse shall provide the hospital with as much notice as is practical to ensure that replacement staff are provided.

The nurse shall be advised, prior to taking any professional development days of any transportation, wage replacement, registration fees, subsistence and other expenses that will be paid by the Employer.

Part Time Benefits

The employer will establish a separate benefit plan for Regular Part Time nurses, to include Semi-private, Extended Health Coverage and Dental Plan. The level of benefits will include slight variations from the Full Time plan. The cost and variations will be discussed with the nurse and this information will be forwarded to the Local BUP. Payment will be through payroll deductions.

DATED at Guelph, Ontario this 21st day of September, 2007.

FOR THE HOSPITAL:

Rod Carroll

Eileen Bain

Annette Harrington

Diane Bell-Smith

FOR THE UNION:

Marsha Mazurk
Labour Relations Officer

Maria Pena
Bargaining Unit President

Elaine McClement-Smith

Mary Beth Marcone

Rose Rainville

Letter of Understanding

Between:

GUELPH GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: Bargaining Unit President Leave of Absence

This letter is to confirm the parties' agreement as follows:

Upon written application by the Union to the Hospital, under the following conditions, the Bargaining Unit President will be granted a full-time leave of absence:

- (a) The purpose of the leave will be to conduct Union/Hospital business.
- (b) The Bargaining Unit President will:
 - i) remain on the Hospital's payroll in order to maintain continuity of any applicable benefit plans and pension entitlements, and
 - ii) be paid by the Hospital her/his regular weekly earnings determined by multiplying her/his regular hourly rate times her/his normal weekly hours, and
 - iii) retain and accrue seniority and service as if she/he was working her/his normal weekly hours.
- (c) On a regular quarterly basis, the Hospital will bill the Union sixty (60) percent of the Bargaining Unit President's regular weekly earnings, less any hours worked as per d) below. It is understood the Union will reimburse the Hospital within a reasonable time period.
- (d) During her/his leave, the Bargaining Unit President will maintain her/his incumbent position within her/his unit. In order to maintain her/his unit nursing skills, abilities, experience and qualifications, the Bargaining Unit President, upon request to her/his unit may occasionally be scheduled by the Hospital to work on her/his unit. In such cases, she/he may be scheduled within the normal compliment of her/his unit and there shall be no resulting payment made to any nurse as a result of the Bargaining Unit President working on her/his unit.

DATED at Guelph, Ontario this 21st day of September, 2007.

FOR THE HOSPITAL:

Rod Carroll

Eileen Bain

Annette Harrington

Diane Bell-Smith

FOR THE UNION:

Marsha Mazurk
Labour Relations Officer

Maria Pena
Bargaining Unit President

Elaine McClement-Smith

Mary Beth Marcone

Rose Rainville