

COLLECTIVE AGREEMENT

Between

**RENFREW VICTORIA HOSPITAL
(Hereinafter referred to as the "Hospital")**

And

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

Expiry: March 31, 2004

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APPENDIX 3

SALARY SCHEDULE
HOURLY RATESClassification – Registered Nurse

	Effective <u>April 1, 2001</u>	Effective <u>April 1, 2002</u>	Effective <u>April 1, 2003</u>
Start	\$21.12	\$21.75	\$22.44
1 Year	\$21.95	\$22.61	\$23.33
2 Years	\$23.10	\$23.80	\$24.56
3 Years	\$24.25	\$24.97	\$25.77
4 Years	\$25.40	\$26.16	\$27.00
5 Years	\$26.83	\$27.64	\$28.52
6 Years	\$28.26	\$29.11	\$30.04
7 Years	\$29.71	\$30.60	\$31.58
8 Years	\$31.45	\$32.71	\$33.75

Classification – Graduate Nurse

	Effective <u>April 1, 2001</u>	Effective <u>April 1, 2002</u>	Effective <u>April 1, 2003</u>
Start	\$20.281	\$20.889	\$21.558
1 Year	\$21.064	\$21.695	\$22.390
2 Years	\$22.176	\$22.841	\$23.572
3 Years	\$23.257	\$23.955	\$24.722
4 Years	\$24.370	\$25.101	\$25.904
5 Years	\$25.760	\$26.533	\$27.382
6 Years	\$27.120	\$27.933	\$28.827
7 Years	\$28.510	\$29.366	\$30.305
8 Years	\$29.911	\$30.809	\$31.794

APPENDIX 4

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

Clause #
Central
Agreement

Applicable Clause From Existing Collective Agreement

Full-time/Part-time

- | | | |
|------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5-Note | 8.03 | The Hospital will remit such payment on a monthly basis to the association as requested by the association in writing, together with a list of names, classifications and categories of the employees, from whose pay dues deduction has been made. |
| 12.02)
12.03) | 15.09 | Accumulated Sick Leave Provisions (Sick Leave Bank) |
| | (a) | In the event of a death of a nurse with less than five (5) years of service with the Hospital, there shall be paid to her/his widower or beneficiary, an amount equivalent to her/his salary for one-half the number of days standing to her/his credit for sick leave at the rate received by her/him immediately prior to her/his death. |
| | (b) | Every nurse who has completed five or more years of service on severance of employment shall receive an amount equivalent to her/his salary for one-half the number of days standing to her/his credit for sick leave, at the rate received by her/him immediately prior to her/his severance of employment. Such payment to be made in all instances of severance of employment save and except discharge for just cause. |
| | (c) | Every nurse who has completed ten (10) or more years of service on severance of employment shall receive an amount equivalent to her/his salary for 80% of the number of days standing to her/his credit for sick leave, at the rate received by her/him immediately prior to her/his severance of employment. Such payment to be made in all instances of severance of employment save and except discharge for just cause. |

19.09 22.09 Where the Hospital considers that additional educational preparation is required for a job then such preparation shall be paid for according to the following scale:

- Special courses and/or Nursing Unit Administration - \$15.00/month
- 1 Year's University Diploma \$40.00/month
- Bachelor of Science Degree (Nursing) \$ 80.00/month
- Master's Degree (Nursing) \$220.00/month

In the calculation of a nurse's basic rate of pay the above additional allowance shall not be taken into account.

Part-time

12.02 15.09 Accumulated Sick Leave Provisions (for Full-time nurses with a sick leave bank who transfer to Part-time).

15-Note For Casuals

16.02 A part-time nurse who works on a day a paid holiday is observed shall be entitled to receive pay at the rate of time and one-half for all hours worked on a paid holiday.

APPENDIX 5

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ARTICLE A - RECOGNITION

- A.1 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated April 16, 1974 and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Association as the exclusive bargaining agent of all its full-time and part-time Registered and Graduate Nurses who are employed in a nursing capacity, save and except Head Nurses and those above the rank of Head Nurse.

ARTICLE B - HOSPITAL RIGHTS

- B.1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of Management are retained by the Hospital and remain exclusively and without limitation within the rights of Management.
- B.2 Without limiting the generality of the foregoing, the Hospital's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its nurses, and the right to discipline or dismiss nurses for just cause.
 - (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; 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, transfer, assign to shift, promote, demote, classify, lay-off, recall, select nurses for positions not covered by this agreement and to discipline, dismiss or suspend nurses for just cause.
 - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.
 - (e) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.
- B.3 The Hospital agrees that in exercising its rights, as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

- C.1 (a) Each party shall designate three (3) persons unless mutually agreed otherwise to act as members of the Hospital-Association Committee.

(b) One or more of the nurses on the Association-Hospital Committee as provided in the Collective Agreement covering full-time nurses may be a part-time nurse.

(c) Professional Development Committee

Each Party shall designate *two (2)* representatives. The committee will meet to develop and implement guidelines which will govern the operation of this committee.

C.2 (a) The Hospital shall recognize a Negotiating Committee of not more than five **(5)** Association members, at least one of whom will be a part-time representative. Committee members will be nurses of the Hospital.

(b) At least one of the nurses on the Negotiating Committee, as provided in the Collective Agreement covering full-time nurses, shall be a part-time nurse.

C.3 (a) The Hospital acknowledges the right of the Association to appoint, or otherwise select a Grievance Committee up to three (3) nurse members.

(b) Part-time nurses shall be represented on the Grievance Committee in C.3 and nurse representatives in C.4 of the of the full-time agreement.

C.4 There shall be three (3) nurse representatives from the following areas:

3 rd Floor	Chronic
2 nd Floor	Med, Surgical, OBS, Peads, Special Care Unit, Operating Room
1 st Floor	Dialysis, ER

C.5 Nurse representatives, committee members and association officers will be responsible for arranging with their supervisors time off as required by the terms of this agreement.

C.6 If a nurse representative is transferred from one area to another, such nurse shall continue to be recognized by the Hospital as the representative of the area from which she/he is transferred up to one month for all matters, except if transferred to a managerial position.

C.7 The Hospital shall arrange with the President of the local association or her/his designate the scheduling of interviews with newly hired nurses.

C.8 In accordance with **Article 6.05** the local association may hold meetings on Hospital premises providing prior permission has been obtained from the Hospital.

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

D.1 In requesting leave of absence days for local Association business, the Association shall:

(a) Provide adequate notice to the Hospital in writing.

- (b) Provide that not more than three (3) full-time nurses at any one time request such leave, conditional upon these nurses not being from the **same** duty area of the Hospital.
- (c) Provide that not more than **two** (2) part-time nurses at any one time request such leave, conditional upon these nurses not being from the same duty area of the Hospital.

D.2 The Hospital will give written acknowledgement of the request and the time *off*.

ARTICLE E - HOURS OF WORK - SCHEDULING

E.1 Regular scheduled days off shall be consecutive unless otherwise mutually agreed and the Hospital will endeavour to schedule two **(2)** weekends off in four **(4)** for nurses working on a normal daily tour.

For regular part-time nurses, regularly scheduled days off shall be consecutive unless otherwise mutually agreed. The Hospital will endeavour to schedule (2) weekends off in four **(4)** for nurses working on a normal daily tour.

E.2 The schedule, under normal circumstances, shall provide for a maximum of seven (7) consecutive days of work prior to days *off*.

E.3 Work schedules for nurses shall be posted at least 3 weeks in advance of going into effect and shall cover a minimum of a four **(4)** week period.

There shall be part-time nurses who are regularly scheduled and part-time nurses who are called in on a relief basis as required.

Regular Part-time

Vacation, sick time and paid holiday requests received prior to the schedule being posted will be assigned to the part time master schedule. These shifts will be assigned as equitably as possible according to seniority, on a rotating basis.

Regular Part time nurses must be available to work two (2 in four **(4)** weekends.

If a nurse is unable to work a particular shift as indicated on the posted schedule, the RN has the option of switching shifts as per E.4. If this is not possible the RN may request the Unit Manager/Nursing Office to assist in finding a replacement.

If the Unit Manager/Nursing office cannot fill the request, the nurse assigned the additional shift will be expected to work.

E.4 Subject to the Hospital's approval; nurses within the same classification may be allowed to trade days off on their own providing that such request is submitted in writing, to the Hospital and mutually signed **by** the nurses involved in the change.

Part-time - Such mutual exchange of a tour of duty shall not result in overtime compensation to either of the nurses. This provision applies only to regular part-time nurses.

- E.5 Split tours shall not be scheduled.
- E.6 A nurse shall have at least 16 hours off between shifts unless mutually agreed otherwise. If such circumstance does not prevail, then a nurse shall be paid at overtime premium rates of pay for all hours worked during the aforementioned period.
- E.7 Consideration shall be given by the Hospital to nurses who request to work on permanent afternoon or night shifts.
- E.8 Rest periods shall be designated by the Hospital.
- E.9 Full-time - In selecting time off in lieu of overtime, consideration will be given to the wishes of the nurses, but the Hospital's decision will govern.
- E.10 A nurse will receive overtime premium pay 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) such weekend is worked as the result of an exchange of shifts with another nurse.
- E.11 The criteria for establishing the normal staffing patterns shall not be affected by the presence of nursing students.
- E.12 The Hospital and the nurses on each unit will review their schedules and endeavour to provide that nurses are not scheduled to work the evening or night shift on the Friday prior to their scheduled weekend ~~off~~ unless mutually agreed.
- E.13 For purposes of Article 14.15, the weekend premium shall be paid from 2330 hours Friday to 2330 hours Sunday.
- E.14 For the purposes of Article 14.10 the hours for the normal seven and one-half tours are:
 - Day Shift - 0730-1530
 - Evening Shift - 1530-2330
 - Night Shift - 2330-0730

E.15 Less Than 7.5 Hour Tours

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

No regular part-time nurse will be scheduled to work solely on tours which are comprised of less than 7.5 hours in any pay period except where such arrangements are agreed to by the nurse.

The Hospital will endeavour to keep the number of hours comprised of less than 7.5 hours to a reasonable level.

E.16 Additional shifts will be offered first to regular part-time nurses assigned to the duty unit on a rotating basis. Should unit nurses not be available such shifts will be offered to regular part-time nurses in conjunction with the completion of their availability forms on a seniority rotating basis. Should regular part-time nurses not be available then casual nurses will be called.

E.17 Regular part-time nurses shall submit their preferences for additional tours and areas of work on a regular basis. These preferences will be kept in the nursing office and nurses shall be responsible for updating preferences.

Casual part-time nurses shall submit their availability three (3) weeks in advance for a four (4) week period.

E.18 Requests for lieu days (stats), short notice vacation, and overtime owing will be submitted where possible three (3) weeks in advance prior to the next schedule being posted.

Once the Unit Manager receives the request, (s)he will make every effort to respond to the request in writing within five (5) working days.

Emergency requests of less than 48 hours will be submitted to the Nursing Office or Nursing Coordinator.

Requests will not be unreasonably denied.

E.19 Prior to initiating weekend or individual special circumstance arrangements as per central language 13.04 and 13.05 the hospital will notify and meet with the Union to discuss and develop any necessary guidelines that will govern the particulars when introducing innovative scheduling.

ARTICLE F - PAID HOLIDAYS

F. I The Hospital recognizes the following as paid holidays:

New Year's Day
2nd Monday in February (or Heritage Day if so proclaimed by the government of the Province of Ontario)
Good Friday
Victoria Day
2nd Friday in June
Dominion Day
Civic Holiday
Labour Day

Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

F.2 (a) Full-time- Lieu Days

- When required to work on a paid holiday.
- When a scheduled day off falls on a paid holiday.
- When a paid holiday falls within a nurse's vacation period.

Lieu days off are to be arranged in advance with the Hospital and may be taken concurrently with scheduled weekends off, vacation or at a mutually agreeable time. Paid holidays may be accumulated but no more than three (3) paid holidays may be taken at one time. All such lieu days shall be taken in the fiscal year in which the Holiday occurs unless the paid holiday falls within the last forty-five (45) days of the fiscal year.

The lieu day may be taken within forty-five (45) days on either side of the paid holiday.

Effective April 1, 1992 and for each fiscal year thereafter, ninety (90) hours of lieu day time will be banked in advance for each nurse for that year. Such hours will be taken within the fiscal year. Up to three (3) days may be taken at one time.

Should a nurse terminate her/his employment, credits taken but not earned will be deducted from her/his final paycheque.

(b) Time Off in Lieu Of Overtime (Full-time and Part-time)

Where a nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e. where the applicable rate is time and one-half (1 ½)).

Lieu days off are to be arranged in advance with the Hospital and may be taken concurrently with scheduled weekends off, vacation or at a mutually agreeable time. Such accumulated time off in lieu of overtime must be taken within sixty (60) days of the shift giving rise to the overtime accumulation or payment will be made. Time off will only be granted for full shifts and, as such, may be combined with vacation and paid holidays.

F.3 (Full-time/part-time)

- (a) Where possible for the Hospital to do so, the Hospital agrees to maintain scheduling of nurses during Christmas and New Year's period so that a

nurse will have five (5) days ~~off~~ at either period on an alternating basis from year to year unless mutually agreed otherwise.

- (b) Should a nurse not wish to be scheduled ~~off~~ for five (5) days at either period she/he shall indicate this at the time the request for holiday list is posted.
- (c) When possible to provide both holidays off to some nurses, it shall be done by seniority on a rotating basis from year to year.
- (d) Time off at Christmas shall include Christmas Eve (including Christmas Eve day), Christmas Day and Boxing Day.
- (e) Time ~~off~~ at New Years shall include New Year's Eve (including the day) and New Years Day.
- (f) Christmas scheduling will take precedence over vacation requests for the period December 20th up to and including January 5th.
- (g) The parties agreed that in such scheduling first consideration should be given to full-time nurses.
- (h) The Hospital at its discretion may waive all other scheduling requirements during this period.

ARTICLE G - VACATIONS

- G.1 A nurse shall submit her/his written request for a vacation period on or before April 15 of each year. Vacation request forms will be made available to nurses by March 31st of each year. The Hospital will endeavour to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Hospital. Where a dispute arises as between nurses of the same classification requesting the same vacation times and such request cannot be accommodated by the Hospital, then seniority shall apply. Vacation time off will be indicated by May 15 of each year.
- G.2 Full-time - A nurse shall be entitled to receive her/his vacation pay prior to going on vacation provided that such request is made in writing to the Hospital at least four (4) weeks in advance ~~of~~ the vacation.
- G.3 Up to five (5) days of a nurse's vacation may be held over to the next vacation year.
- G.4 The vacation year extends from April 1 to March 31 and service for the purposes of calculating vacation entitlement shall be as at March 31 of the previous vacation year.

A nurse shall, as applicable, become entitled to increased vacations in the year in which her/his anniversary falls. Where the anniversary date of service is after April 1st the additional week shall be taken after the said anniversary day and will only apply if there is one clear week remaining in the calendar year.

- G.5 Nurses may take a maximum of three (3) weeks vacation over the summer vacation period (June 15th to September 15th). At all other times a nurse may request her/his full vacation entitlement.
- G.6 Where a nurse is permitted to split her/his vacation, she/he shall only be allowed to do so in periods of full weeks.
- G.7 Payment for part-time nurses' vacation shall be made by the Hospital on or about the second pay in July each year.

Effective January 1993 the Hospital will pay vacation pay to part-time nurses on the following basis:

- (a) Mid-January - applicable % of gross earnings from the preceding July 1 to December 31.
- (b) Mid-July - applicable % of gross earnings from preceding January 1 to June 30.

ARTICLE H - GENERAL

- H.1 Seniority Lists shall be posted by the Hospital on notice boards in the cafeteria and in the nurses' locker room during January and July each year. A copy of this list shall be forwarded to the Association.
- H.2 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.
- H.3 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Administrator of the Hospital and the Recording Secretary of the Association unless as otherwise specified herein.
- H.4 The Hospital shall provide bulletin board space for the purpose of posting association notices. All such notices other than notices of meetings must be jointly approved by the President of the Association and the Administrator or his designate. Such notices may also be placed on nursing units or in other places readily accessible to staff nurses.
- H.5 At the discretion of the Hospital, the retire-date for all nurses shall be the first of the month following the date on which the nurse reaches the retirement age.
- H.6 Pay stubs will be issued to nurses on a biweekly basis on a Wednesday where possible.
- H.7 Wherever the word "Supervisor" is used in this agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit.

H.8 Where used in this agreement "Administrator" shall mean the Administrator of the Hospital or his designate.

H.9 Where used in this agreement the terms "days", "weeks", "months", and "years" shall be in accordance with the calendar designation.

H.10 Reporting of Illness

For each occasion of illness the nurse shall be required to report as soon as reasonably possible such illness, in accordance with Hospital procedures.

Any nurse who has been absent due to illness shall further be required to report her/his intention to return to work, naming a specific date before she/he actually returns. A nurse who fails to report an illness shall be considered absent without leave.

H.11 A nurse shall report any error in calculation of compensation as soon as possible to the nursing office secretary. If the amount owed is greater than forty (**\$40.**) dollars it shall be paid to the nurse within twenty-four (**24**) hours of the time the error is reported. Any amount less than forty (\$40.) dollars will be paid in the next pay period.

H.12 Vacancies

Full-time and Part-time nurses may be considered for temporary Full-time vacancies as per Article 10.06 (d) of Central Agreement.

H.13 The Employer will pay the Bargaining Unit President or designate at her/his regular rate of pay for all time spent attending meetings outside her/his regularly scheduled hours, as requested by the employer.

H.14 Prior to any employee returning to work on modified work, the Hospital will notify and meet with the employee to discuss the circumstances surrounding the employee's return to work. In all instances, the employee will be provided Union representation by the Bargaining Unit President or designate.

H.15 Mentorship Assignment

Nurses who wish to be considered for a Mentorship Assignment will indicate such interest in writing to the Unit Manager, including a resume.

The employer will contact the selected mentor to review the expectations of the mentorship process as well as the period of time mentorship will be in effect.

H.16 Where a casual nurse has not worked for the previous six (**6**) months, the Hospital shall forward a letter to the nurse in order to advise the nurse that they must provide availability for shifts and current registration within thirty (30) days. If they fail to do so, the Hospital will conclude that the employee is deemed to have resigned.

ARTICLE I - PREPAID LEAVE OF ABSENCE

- I.1 The number of nurses that may be absent at one time on prepaid leave of absence is two (2) in total.

ARTICLE J - EXTENDED TOURS

- J.1 (a) Extended tours shall be introduced into any unit or specialized area when:
- i) seventy percent (70%) of the nurses in the unit **so** indicate by secret ballot; and
 - ii) the Hospital agrees to implement extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit or specialized area when:
- i) fifty percent plus 1 (50% + 1) of the nurses in the unit **so** indicate by secret ballot; or
 - ii) the Hospital because of:
 - A) adverse effects on patient care;
 - B) inability to provide a workable staffing schedule;
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above; then:
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are **so** amended.
- (d) Scheduling
- i) Every second weekend off will be scheduled.
 - ii) Not more than three (3) consecutive days of work **will** be scheduled.
 - iii) A nurse shall have at least twelve (12) hours off between shifts before commencing a twelve (12) hour shift.

- iv) Before the work schedule is posted as per E.3, part time nurses who are not scheduled every second weekend on the master rotation may be assigned additional weekends taking into account E. 10.
- (e) A nurse will receive overtime premium pay for all hours worked on a third and subsequent consecutive weekend save and except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (9) Where possible for the Hospital to do so, the Hospital agrees to maintain scheduling of nurses during Christmas and New Years period so that a nurse will have minimum of five (5) days off at either period on an alternating basis from year to year unless mutually agreed otherwise.

ARTICLE K -JOB SHARING

- K.1 It is agreed that two nurses may share a full-time position subject to the agreement of the parties and provided the following conditions are met.
- K.2 The employees involved in job sharing are entitled to all terms of the Part-time Collective Agreement except those which are modified as follows:
 - (a) Schedules will conform with Article E & J of the Collective Agreement which set out scheduling.
 - (b) Total hours worked by job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Hospital, but once the schedules are posted they will not be changed without the permission of the supervisor in the area concerned. Such permission will not be unreasonably withheld.
 - (c) Job sharers will be granted either Christmas or New Year's off pursuant to Article F.3. When one job sharer works over Christmas, neither can be required to work over New Years and vice versa unless mutually agreed otherwise.
 - (d) Paid Holidays
Job sharers will not be required to work, in total, more paid holidays than would one (1) full-time employee, unless mutually agreed otherwise.

- (e) Each job sharer may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement. A job sharer may exchange with nurses other than her or his partner only on scheduled tours off for the full-time line.

(9) Coverage

- i) 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 where such would not result in premium payment.

- ii) Vacation, Maternity Leave and other leaves pursuant to Article 1 ■ of the Central 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 partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence she/he must inform the manager of her or his intentions to cover all of the absent partner's shifts at least **two (2)** weeks prior to the posting of each schedule. If the employee cannot cover for her or his partner, the vacancy will be posted.

(g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are not successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

- (h) i) An incumbent full-time employee wishing to share her or his position, may **do so** without having her or his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time employee originating the request. Once the trial period is over, the employee cannot revert to her/his former position except under (i) below.

iii) 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.

(i) If one of the job sharers leaves the arrangement on a permanent basis, her or his position will be posted. If there ~~is~~ no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full-time, the shared position will become her/his position. If the remaining employee was previously part-time and there is no part-time position available on the same Unit, she or he shall exercise her or 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.

(j) Discontinuation

Either party may discontinue the **job** sharing arrangement with ninety (90) day's 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.

Should the Hospital discontinue job sharing the employees currently working those arrangements will have the option of reverting to their former status or remain part-time.

K.3 No new job sharing requests will be granted on any unit once any notice of layoff has been provided to the Union until the notice period has expired.

ARTICLE L -WORK RELATED INJURY OR ILLNESS

L.1 The Hospital will notify the President of the Local Nurses Association of the names ~~of~~ all nurses who go off work due to a work related injury or when a nurse goes on LTD.

The Hospital will provide, to the Union, a monthly list of all nurses on modified work programs at the beginning of each month.

L.2 When it has been medically determined that an employee is unable to return to the full duties ~~of~~ her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

L.3 The Hospital agrees to provide the employee with a copy of the Workplace Safety & Insurance Board Form 7 at the same time **as** it is sent to the Board.

ARTICLE M - NURSE ABUSE

M.1 The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her/his work. Such information shall be submitted in writing to the Association as soon as possible.

The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her/his work.

ARTICLE N - VIOLENCE

N.1 The Parties recognize that nurses may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress.

N.2 Any employee who believes that they have been exposed to unwanted behaviour in the workplace, shall report this in writing to the immediate supervisor who will investigate the situation and take steps to rectify it.

N.3 The Hospital agrees to continue its development and implementation of explicit policies and procedures to deal with such situations and shall submit such policies to the joint Health and Safety Committee for review. Written reports from staff and follow-up investigations will be brought to each meeting of the Health and Safety Committee. The nurse may choose to have his/her name remain confidential.

LETTER OF UNDERSTANDING

Between

RENFREW VICTORIA HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Vacancies

Temporary vacancies as per Article 10.06 of the Central Agreement will continue to be posted as per the Hospital's past practice.

Dated at Renfrew this 4th day of June, 2002

FOR THE HOSPITAL

Tina Kelly March 27/02
John Boudreau June 4/02

FOR THE ASSOCIATION

[Signature] April 26.02
[Signature] May 23/02
[Signature] May 23/02

L20

LETTER OF UNDERSTANDING

Between

RENFREW VICTORIA HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Weekend Worker Position

A Weekend Worker Position will be created in response to the needs of a Unit as determined by the Patient Services Department and/or expression of interest by nurses.

A newly created Weekend Worker Position will be posted bargaining unit wide.

Any full time nurse(s) who wishes to work a Weekend Worker Schedule may express interest to the Patient Services Department. The parties will meet to discuss such request and the circumstances for implementation.

The Weekend Worker position(s) will be filled in accordance with Article 10.06 (a).

The Weekend Worker will be treated as full time with applicable benefits.

Weekend Workers will be scheduled for two (2) 11.25 hour and one (1) 7.5 hour shifts each week. The rotation will rotate between days and nights. The 7.5 hour shift will normally be scheduled on the Friday or the Monday of the schedule. It is expected however that, from time to time, the weekend worker may need to be scheduled other weekdays in order to attend necessary in-service programs.

For the purposes of covering the Weekend Worker's vacation or incidental absences, shifts less than 7.5 hours may need to be scheduled to the regular part-time nurses on the Unit.

For the purposes of vacation scheduling, the Weekend Worker will not be included in the Unit vacation roster.

If the Weekend Worker transfers to a regular full-time position, any vacation/holiday bank shall remain intact to be used for scheduled vacation or lieu time. If a Weekend Worker transfers to a part-time position or terminates employment, all vacation/holiday credits will be paid out (Article 13.04 (b)).

If the Weekend Worker leaves his/her schedule on a permanent basis, other full-time nurses in that Unit may request his/her schedule. If there are no interested full-time nurses in that Unit, the position will be posted bargaining unit wide.

For Vacation Bank, Paid Holiday Bank, Sick Leave, Leaves of Absence, Tour Exchange, Overtime, Scheduling Provisions and Christmas Period, see Article 13.04 of the Central Agreement.

Dated at Renfrew this 4th day of June, 2002

FOR THE HOSPITAL

Maria Kelly MAY 27/02
Julia Beaudrean JUN 4/02

FOR THE ASSOCIATION

BB April 26.02
BB Owen ON MAY 23/02

Dated at Renfrew this 26th day of April, 2002.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Nancy Kelly 4/22/02
Gillian Sanderson Jun 4/02
Judy Hunter June 4/02

[Signature] April 26.02
[Signature] May 23/02
[Signature] May 24/02

LETTER OF UNDERSTANDING

BETWEEN :

RENFREW VICTORIA HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

RE: **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) of the central agreement, will provide advance payment of 100% of the cost of the benefits through post dated cheques provided on a yearly basis.

Dated at Renfrew Ontario, this 4th day of June, 2002.

FOR THE EMPLOYER

Julia Boudreau May 23/02
Nancy Kelly May 23/2002

FOR THE UNION

[Signature] May 14.02
D. Fortin May 23/02
DB Owens RN May 23/02

LETTER OF UNDERSTANDING

BETWEEN

RENFREW VICTORIA HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

RE: Part time benefits

The employer agrees to provide part time nurses with the option of voluntary participation in the following group health and welfare benefit programs as set out in Article 17 of the Central agreement: Extended Health Care Benefits Plan, Semi-Private Plan; and, Dental Plan., It is understood and agreed that part time nurses who participate will assume 100% of the monthly premiums. It is further understood that such participation will be in accordance with the Employers existing health benefits Carrier.

Any part time nurse who wishes to participate in the above plans will provide payment of the benefits through a pre-authorized withdrawal process (i.e. pay roll deduction)

Dated at Renfrew Ontario, this 4th day of June, 2002

FOR THE EMPLOYER

Jana Goudreau May 23/02
Maureen Kelly May 23/2002

FOR THE UNION

Busin May 14.02
D. Fortier May 23/02
OBonus on May 23/02

LETTER OF UNDERSTANDING

BETWEEN

RENFREW VICTORIA HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

RE: Local Coordinator Leave

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

Dated at Renfrew Ontario, this 4th day of June, 2002.

FOR THE EMPLOYER

Julia Boudreau May 1/2002
Nancy Kelly MAY 23/2002

FOR THE UNION

[Signature] March 26.02
Labour Relations Officer
D. Fortier N May 20/02
D. Barnes RGN MAY 20/02
S. Simmons R.N. May 21/02

LETTER OF UNDERSTANDING

BETWEEN

RENFREW VICTORIA HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

The parties agree that the Employer will notify unsuccessful candidates for a ONA job posting prior to the posting of the name of the successful candidate.

Dated at Renfrew Ontario, this 4th day of June, 2002.

FOR THE EMPLOYER

Julia Boudreau May 1, 2002
Marie-Fly May 23, 2002

FOR THE UNION

[Signature] March 26, 02
Labour Relations Officer

D. Fortier RN May 20/02

J. Barnes RN MAY 20/02

A. Simmons RN May 21/02