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|-------------------|--|--|--|
| SOURCE | | | |
| EFF. | | | |
| TERM. | | | |
| No. OF EMPLOYEES | | | |
| NOMBRE D'EMPLOYÉS | | | |

COLLECTIVE AGREEMENT

Between:

ST. JOSEPH'S HEALTH CENTRE OF LONDON
(Hereinafter called the "Health Centre")

and

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

Full-time and Part-Time

EXPIRY: March 31, 1998

STJOL01.C98



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Dated at London, Ontario, this 24th day of July, 1998.

FOR THE HEALTH CENTRE

Sarah King

Rita Hall

Lois Bishie

Sandra Paul

Jane C. O'Brien

Sue Head

FOR THE UNION

Mary Deen
Employment Relations Officer

Eileen Ledington

Chris Allen

Michelle - President

Sue BESTER

Ann Cheesman

APPENDIX 3

SALARY SCHEDULES

Effective April 1, 1997

| | | Registered Nurse | Nurse Clinician, Nurse Educator & Care Coordinator | Pod Coordinator | Graduate Nurse |
|---------|---------|---------------------|---|--------------------|-------------------|
| Start | Monthly | 2973.55 | 3079.64 | 3222.18 | 2870.79 |
| | Hourly | 18.30 | 18.95 | 19.83 | 17.67 |
| 1 Year | Monthly | 3122.73 | 3237.10 | 3371.36 | 3008.37 |
| | Hourly | 19.22 | 19.92 | 20.75 | 18.51 |
| 2 Years | Monthly | 3247.05 | 3363.07 | 3495.67 | 3124.39 |
| | Hourly | 19.98 | 20.70 | 21.51 | 19.23 |
| 3 Years | Monthly | 3417.77 | 3535.45 | 3666.39 | 3280.20 |
| | Hourly | 21.03 | 21.76 | 22.56 | 20.19 |
| 4 Years | Monthly | 3586.83 | 3711.15 | 3835.46 | 3431.03 |
| | Hourly | 22.07 | 22.84 | 23.60 | 21.11 |
| 5 Years | Monthly | 3757.56 | 3880.21 | 4006.18 | 3585.18 |
| | Hourly | 23.12 | 23.88 | 24.65 | 22.06 |
| 6 Years | Monthly | 3969.72 | 4100.66 | 4218.34 | 3790.71 |
| | Hourly | 24.43 | 25.23 | 25.96 | 23.33 |
| 7 Years | Monthly | 4181.88 | 4317.79 | 4430.50 | 3996.24 |
| | Hourly | 25.73 | 26.57 | 27.26 | 24.59 |
| 8 Years | Monthly | 4394.04 | 4536.58 | 4642.66 | 4200.11 |
| | Hourly | 27.04 | 27.92 | 28.57 | 25.85 |
| 9 Years | Monthly | 4607.85 | 4757.03 | 4856.48 | 4403.98 |
| | Hourly | 28.36 | 29.27 | 29.89 | 27.10 |

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APPENDIX 4
SUPERIOR CONDITIONS
(if any)

APPENDIX V

LOCAL PROVISIONS

ARTICLE I - RECOGNITIONA1.01 **APPLIES TO FULL-TIME ONLY:**

The Employer recognizes **the** Union **as** the exclusive bargaining agent for all lay, Registered and Graduate Nurses employed in a nursing capacity by the Employer at St. Joseph's Health Centre at London, Ontario, save and except Team Leader-Managers, persons above the rank of Team Leader-Manager, Nurse in Charge Central Supply, Employee Health Nurse, Infection Control Practitioners, Programme Coordinators, and Clinical Nurse Specialists, and Nurses regularly employed for not more than twenty-four (24) hours per week. This Agreement shall apply to the said Nurses and hereinafter referred to **as** Employee(s) or Nurse(s).

APPLIES TO PART-TIME ONLY:

The Employer recognizes the Union **as the** exclusive bargaining agent for all lay, Registered and Graduate Nurses employed in a nursing capacity by the Employer at St. Joseph's Health Centre at London, Ontario, **save** and except Team Leader-Managers, persons above the rank of Team Leader-Manager, Nurse in Charge Central Supply, Employee Health Nurse, infection Control Practitioners, Programme Coordinators, and Clinical Nurse Specialists, and Nurses covered by the subsisting Collective Bargaining Agreement made **between** the Employer and the Union respecting full-time Nurses. This agreement shall apply to such Nurses in respect of whom the Employer recognizes the Association **as** the exclusive Bargaining Agent **as** aforesaid. **The term** Nurse(s) shall be deemed to apply to the said Nurses within **the** Bargaining Unit **as** aforesaid.

A1.02 Where the **term** "Health Centre" is used throughout **this** entire Collective Agreement, it shall mean St. Joseph's Health Centre, and all outlying clinical areas, or any other extension of St. Joseph's Health Centre.

ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS

A2.01 The **Union** acknowledges **that** it is the exclusive function of the Employer 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 Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment ~~to~~ be used; to select, control and direct the **use** of all materials required in the operation of the Employer's Health Centre; 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 Employer's 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.
- (e) It is understood that the Employer will exercise their rights in a fair and consistent manner.

A2.02 The powers and authority given under this Article **A2** will not be exercised in violation or breach of this Agreement or any of the provisions thereof.

ARTICLE 3 - UNION REPRESENTATIVES

- A3.01** The Union may appoint or elect thirty-five (**35**) Representatives from the Full-time or Part-time Bargaining ~~Units~~ **to** represent the **nurses in** the Bargaining **Units**.
- A3.02** On an **annual** basis the Union will supply the **Health Centre** ~~with~~ a list of these representatives and their normal area of representation ~~within~~ the Health Centre.
- A3.03** **The** Employer shall allow new employees at **the time** of their orientation, ~~thirty~~ (**30**) minutes **to** meet ~~with~~ an **Union** Representative at **a time** and **place** predetermined and specified by **the** Employer. **The** Union representative may collect the initial membership fee from orientees.
- A3.04** The Health Centre shall provide the Local President with copies of all job postings and successful candidates on a monthly basis.

ARTICLE 4 - COMMITTEE REPRESENTATION

- A4.01** ~~Grievance Committee~~

The Health Centre will recognize a Grievance Committee composed of four (4) nurses from the Bargaining Unit, one (1) of whom may be a part-time nurse.

A4.02 Negotiation Committee

The Health Centre will recognize a Negotiation Committee of six (6) nurses from the **Bargaining** Unit. Nurses on **the** Negotiating Team will be scheduled to work the day shift on days that the Negotiating **Teams** are meeting and will be paid as though they had worked.

A4.03 Health Centre-Union Committee

The Health Centre will recognize a Committee of three (3) full-time nurses and two (2) part-time **nurses** from the Bargaining Units. Each party may have alternates to replace a member from time to time.

ARTICLE 5 - LEAVES FOR UNION BUSINESS

A5.01 In accordance with Article 11 of the Central Collective Agreement leave ~~of~~ absence for Union business will be **as** follows:

- (a) no more than six (6) nurses off at any one time
- (b) no more than one (1) nurse off on any one unit at any **one** time. Consideration will be given to more than **one** nurse off **on a unit** at any given time.
- (c) no more than one hundred and twenty (120) working days in total for any single calendar **year** to be taken off by the Bargaining Unit.

A5.02 **Requests** for leave shall be filed in writing signed by the Union Representative *two* (2) weeks prior to the period of **the** leave **requested**. The Employer will consider applications ~~with~~ less **notice** in emergency cases.

A5.03 The Employer shall grant the President or her/his designate **three** (3) 11.25 hour ~~shifts~~ or five (5) 7.5 hour shifts leave of absence per six week schedule without pay to attend to **the Local's** business. In ~~an~~ emergency, there will be a minimum of twelve (12) hours' notice for granting of such a leave provided patient *care* needs ~~can~~ be met.

ARTICLE 6 - BULLETIN BOARDS

- A6.01 The Employer will provide bulletin board space for the purpose of posting notices regarding meetings and other matters pertaining to the Union and its members. All such notices must be signed by an Officer of the Union prior to being posted.

ARTICLE 7 - SENIORITY LISTS

- A7.01 The Health Centre-wide Ontario Nurses' Association Bargaining Unit Full-time and Part-time seniority list will be compiled effective February 1st and August 1st and will be posted March 1st and September 1st of each year. These lists will be available through Health Centre and Union representatives and in the Human Resources Department.
- A7.02 The seniority list will contain the seniority date and the last date of hire into the Health Centre for full-time employees and accumulated seniority hours and the last date of hire into the Health Centre for part-time employees.

ARTICLE 8 - PAID HOLIDAYS

- A8.01 The following are the Paid Holidays which will be observed for the purpose of this Agreement, namely:
- | | |
|-----------------------------|-------------------------------|
| New Year's Day - January 1 | 3rd Monday in February |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day - July 1 |
| Civic Holiday | Labour Day |
| Thanksgiving Day | Remembrance Day - November 11 |
| Christmas Day - December 25 | Boxing Day - December 26 |
- A8.02 Nurses shall be paid premium pay in accordance with Articles 14 and 15 as may be appropriate for all hours worked between 0001 hours and 2400 hours on the days so listed in Article A8.01.
- A8.03 (a) A blank Christmas and New Year's Preference Sheet will be posted in each unit no later than September 8th in each year and each employee in the unit shall indicate whether she/he wants to be scheduled off over Christmas or over New Year's, by October 8th of each year. In the event an employee's preference cannot be granted, it shall be granted the following year. The schedule reflecting Christmas and New Year's time will be posted by November 8th of each year.

- (b) The Employer shall schedule each employee off duty for five (5) consecutive days at either ~~Christmas~~ or New Year's. Time off at Christmas shall include December ~~24th~~ commencing at 0700 hours until 0700 hours December 27th. Time off at New Year's shall include December 31st commencing at 0700 hours until 0700 hours January 2nd of any year. **If** the normal start time of a shift for a unit is something other than 0700 then the normal start time of the ~~shift~~ would replace 0700 in this article.
- (c) In units where extra staff can be scheduled off at Christmas or **New Year's** allowing some nurses to have both off then the nurses with the most bargaining unit seniority in the Unit will be granted time ~~off~~, subject to remaining ~~staff~~ having the necessary skill and experience to meet the essential needs of patient care for that Unit. This provision shall not be exercised in ~~an~~ arbitrary manner.
- (d) The terms of this Article A8.03 do not apply to those employees working in units where they are not normally scheduled to work on Saturdays and Sundays or Paid Holidays.
- (e) The terms and provisions of this Article shall not apply to any employee covered by this Agreement who is scheduled to work Monday to Friday or who works in the Operating Room or PACU.

A8.04 It is agreed that the term "Paid Holiday" as used in this Agreement means only each of the above mentioned paid holidays or the single proclaimed substitute therefor.

A8.05 **APPLIES TO FULL-TIME ONLY**

- (a) Lieu days ~~off~~ will be scheduled forty-five (**45**) days prior to or following such paid holidays or at a time mutually agreed upon or payment shall be made in accordance ~~with~~ Article 15.03.
- (b) A nurse ~~may~~ accumulate a maximum of ~~three~~ (**3**) lieu days at any given time. These lieu days may be taken at a time mutually agreed upon.
- (c) Accumulated time ~~off as~~ referred to in Article 14.09 shall ~~be~~ taken at a mutually agreeable time ~~within~~ the same fiscal year, or payment shall be made ~~at~~ the employee's request in accordance with Article 14.09.

A8.06 **APPLIES TO FULL-TIME ONLY:**

The scheduling of **all** off duty days including annual vacation as provided in this Agreement shall be conditional **upon** the availability of qualified staff to provide efficient and proper care of patients at all times, as required by the Employer.

ARTICLE 9 - VACATION ELIGIBILITY

A9.01 The Health Centre will post by March 1st a vacation sheet in each unit to cover the period from May 15th to November 15th in each year and each nurse employed in the unit should indicate prior to March 31st her/his preference for that vacation; in the event of conflict, seniority shall govern. The vacation schedule shall be confirmed by May 1st. Any remaining time for vacation in prime time (May 15 to November 15) shall thereafter be granted on a first come first serve basis.

The Health Centre will ~~post~~ by September 1st a vacation sheet in each unit to cover the period from November 15th to May 15th in each year and each nurse employed in the unit should indicate prior to October 1st her/his preference for that vacation; in the event of conflict, seniority **shall** govern. The vacation schedule shall be confirmed by November 1st. Any remaining time for vacation in prime time (November 15 to May 15) shall thereafter be granted on a first come **first** serve basis. Where more employees have indicated the same period of time than the Health Centre can reasonably grant preference for the choice of vacation period shall be given to employees having the most seniority.

A9.02 Vacation sheets shall be posted in all units where nurses are covered by a separate vacation planner.

A9.03 (a) The Employer shall give every consideration to the preference of employees as to which time the employees desire their vacation but of necessity the final decision as to the scheduling of vacations remains with the Employer. Notice shall be posted in all departments giving employees an opportunity to indicate the time desired for their vacation. Where more employees have indicated the same period of time than the Health Centre can reasonably grant, preference **for** the choice of vacation periods shall **be** given to employees having the longest period of **seniority with** the Employer; allocation of vacation periods shall be **subject** to the Employer's requirements in maintaining adequate, capable staff **as** required by it, to provide patient care in all departments of the Health Centre.

(b) **APPLIES TO FULL-TIME ONLY :**

If preferred, a nurse may request scheduling **of** her vacation in periods of **single** days to a **maximum** of five **(5)** single days **off**, extended tour or short tour, or as part days, i.e., 3.75 hours to top up **an** extended tour where **a** stat is taken, with a minimum **of two (2)** weeks' notice to her/his Team Leader-Manager or delegate; unless the notice is **less** by **mutual** agreement.

A9.04 An employee voluntarily transferring from one unit to another unit shall notify her/his Team Leader-Manager or delegate in the new unit of her/his vacation

preference. **The** Employer shall **use** its best endeavour to accommodate the employee.

A9.05 **A** nurse terminating employment with the Employer will be consistent with the provisions of the Employment Standards Act.

A9.06 APPLIES TO FULL-TIME ONLY:

The Employer agrees that it will endeavour to schedule the employee "off duty" on the weekend preceding commencement of the employee's annual vacation and the weekend preceding that one part of the employee's annual vacation, requested by the employee, if the period of ~~annual~~ vacation ~~is~~ arranged in two (2) or more parts, particularly where the employee on the vacation sheet showing her/his preferred period of vacation, has requested a vacation period immediately preceded by a scheduled off duty weekend in accordance with the rotation in effect immediately prior to March 1st or **June** 15th as the case may **be**. in addition, the Employer agrees it will endeavour to schedule the employee "off-duty" on the weekend following ~~an~~ employee's requested vacation. The Employer will also endeavour to schedule the employee's vacation to commence on a Monday.

A9.07 APPLIES TO FULL-TIME ONLY:

All full-time registered nurses at St. Joseph's Health Centre will have a vacation year **based** on their service anniversary date. The Employer and the Union agree to work together to ensure all registered nurses currently employed will go from the existing vacation year to the nurse's individual service date in accordance with Article 16 of the Central Collective Agreement. This will not result in these nurses receiving any lesser or any greater entitlement than they would have received had the dates not changed.

A9.08 APPLIES TO PART-TIME ONLY

Leave of absence without pay in lieu of vacation shall be granted to each regular part-time nurse on the same basis as the full-time nurse.

ARTICLE 10 - DEFINITIONS OF PART-TIME NURSES

APPLIES TO PART-TIME ONLY

A10.01 In accordance with Article 2.04 of the Central Collective Agreement, a regular part-time nurse **is** defined **as** a nurse who makes a commitment to **work** the following minimum number of shifts:

- (a) Four (4) weekends, in any twelve (12) week period but in no case shall the nurse be required to work more than **two (2)** consecutive weekends or parts thereof; and where **an** employee is scheduled **to be** on duty **for** three (3) consecutive weekends, the employee will be paid premium payment in accordance with Article 14.03 of the Central Agreement for the weekend shifts worked on the third (3rd) weekend and each successive weekend until she is scheduled for an off-duty weekend.
- (b) **A** minimum of two (2) scheduled shifts, **or** at least twenty-four (24) scheduled hours, **as** required and scheduled by the Employer in each week. For the purposes of this Article, **a** week **is** defined **as** the period 0700 hours Sunday of each week and continuing to the completion of the shift commencing 2300 hours on the following Saturday. Part-time nurses who wish to work in excess of a minimum of two (2) scheduled shifts or twenty-four (24) hours **per** week shall indicate their desire in writing to their **Team Leader-Manager** **so** that said nurses may be scheduled in excess when there is work available; however, it is understood and agreed that **this** clause does not require the Health Centre to schedule a regular part-time nurse for any excess shifts available; and
- (c) Available to work **as** scheduled on either
 - i) Christmas Day and **Boxing** Day
 - or
 - ii) New Year's Day;
- (d) Available to work **as** scheduled on three (3) of the remaining Paid Holidays.

A10.02

All regular part-time nurses in **a** unit will be scheduled up **to** their **committed** hours by seniority. When regular part-time nurses on the unit have been given the opportunity to work up to their **commitment**, the **Health** Centre will offer additional tours **to** regular part-time nurses on the **unit** on the **basis** of seniority, prior to offering tours to **casual** nurses. Scheduling will be subject **to** the following:

- (a) Nurses who wish to be considered for tours must notify the **Unit** of their availability in accordance with the unit guidelines. Such notification of availability shall state any **restrictions** on the **type** of assignment which a nurse is willing to accept, and shall **remain valid** for the six week schedule. The nurse will be responsible for updating and ensuring **her/his** availability is current and accurate.
- (b) **A** tour will be deemed to be offered whenever **a call** **is** placed. However, if a nurse declines an offered shift for which she or he had indicated

availability, the Health Centre will not be obliged to call upon the nurse again during the balance of the week.

- (c) It is understood that the Health Centre will not be required to offer tours which would result in overtime premium pay;
- (d) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Health Centre are made;
- (e) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Health Centre practice.

A10.03 A Casual Pari-Time Nurse is defined in Article 2.04.

A10.04 A nurse desiring a change of category will file with the Employer, through its Patient Service Office, a request in writing to be transferred to the other classification and the appropriate written undertaking and agreement and on acceptance of the application by the Employer, the nurse will thereafter be classified accordingly.

ARTICLE 11 - SCHEDULING SHORT TOURS

A11.01 Scheduling shall be determined by the Health Centre to maintain adequate and capable staff in order to provide proper patient care in all departments.

Ai1.02 The Health Centre will endeavour to permit nurses presently regularly working the same shift on a permanent basis to continue to do so. The Health Centre reserves the right to require any employee, normally working a permanent shift, to work other shifts for the purposes of reorientation or otherwise; the Health Centre will give consideration to all applications from employees requesting that they be assigned on a regular basis to any shift. Such application should be in writing and submitted to the Team Leader-Manager or delegate. Where the application of an employee has been accepted to work continuously on one shift, the arrangements may be terminated at any time by the Employer and the nurse required to work other shifts for purposes of reorientation or otherwise.

Ai1.03 Where an employee is scheduled to be off duty on a holiday weekend the Employer will normally schedule her/him off duty on the holiday. e.g. Monday or Friday. Likewise if a nurse is scheduled to work on a holiday weekend she/he shall normally be scheduled to work on the holiday. This Article shall not apply to Christmas Day, Boxing Day or New Year's Day.

A11.04 The parties understand and agree that where the Employer in any Article contained in this Agreement, undertakes or agrees to endeavour to schedule or to endeavour to

observe conditions or provisions respecting scheduling, as herein contained, the Employer shall be obliged to meet such endeavour **only** if it may do so using available existing staff (without relief staff), without additional expense and without breaching other Agreements or undertakings respecting scheduling and without adversely affecting the Employer's staffing requirements to maintain proper patient care.

- A11.05 Schedules of six (6) weeks will be posted two (2) weeks prior to the commencement of the period covered by the schedule.
- A11.06 **An** employee wishing to change her/his scheduled shift shall submit the request in writing to her/his Team Leader-Manager and delegate co-signed by the employee who agrees to work the shift at least forty-eight (48) hours prior to the commencement of the shift. Consideration will be given with less on an emergency basis. Such request shall **not be** unreasonably denied. It is understood that such change in posted time scheduled initiated by the nurse and approved by the Employer shall not result in overtime payment for either of **the** nurses involved.
- A11.07 In respect of employees who normally **rotate** on all three (3) shifts, the Employer may **require** employees to rotate on all shifts on an equitable basis.
- A11.08 During the period of December 15th until **January** 15th the Employer will endeavour to observe the provisions and conditions respecting work scheduled.
- A11.09 In the event of proposal changes to the current master schedule in each unit, the Employer will notify the President of the Local Association in advance and agrees to meet with the Union to discuss the matters if the Union requests.
- A11.10 In accordance with Article 14.10 of the Central Agreement, the evening shift shall be defined as either 1500 hours to 2300 hours *or* 1530 hours to 2330 hours and the night shift shall be defined **as** either 2300 hours to 0700 hours or 2300 hours to 0730 hours, *or* such other hours, depending on the normal **starting time** of the day shift in the unit.
- A11.11 Rest periods shall be taken at a time *or* times **as** scheduled *or* specified by the Employer.
- A11.12 It is understood that **a** weekend off consists of fifty-six (56) consecutive hours off work during the period 1500 hours Friday until 0700 hours **of the** following Monday.
- A11.13 **APPLIES TO FULL-TIME ONLY**
- Forty-eight (48) hours off duty will be scheduled following a change in scheduled hours from nights. If less than forty-eight (48) hours off duty are scheduled following a change in scheduled hours from **nights**, premium pay will be paid.

APPLIES TO PART-TIME ONLY:

A minimum of forty-eight (48) hours off duty shall be scheduled between a change of shifts following night shift.

A11.14 APPLIES TO FULL-TIME ONLY:

A period of approximately fifteen (15) consecutive hours off duty will be scheduled between changes of shift. If less than fifteen (15) consecutive hours **off** duty are scheduled between changes **of** shift, premium pay will be paid.

A11.15 APPLIES TO FULL-TIME ONLY.

Employees shall not be required to work more than two (2) consecutive weeks on either evening or night shifts without being scheduled for a week of the day shift.

A11.16 APPLIES TO FULL-TIME ONLY:

The Employer agrees:

- (a) Employees shall not be scheduled to work more than seven (7) consecutive working days. Premium pay will be paid for each day worked in excess of seven (7) consecutive working days.
- (b)
 - i) The Employer will endeavour to ensure that nurses are scheduled to be **off** duty at least four (4) weekends in the twelve (12) week period.
 - ii) Where an employee is scheduled to be on duty for three or more consecutive weekends, the employee will be paid premium payment in accordance with Article 14.03 for the weekend shifts worked on the third and any successive weekends until she/he is scheduled off duty for a weekend.
- (c) Employees will normally be scheduled **off** duty on the basis of twelve (12) days in any six (6) week period with five (5) periods of two (2) days **off** duty.

A11.17 APPLIES TO PART-TIME ONLY

Part-time employees covered by this Agreement will **not** be scheduled or required to work more than four (4) shifts in any work week except with the consent of the employee.

ARTICLE 12 - SCHEDULING EXTENDED TOURS

- A12.01** (a) **A** longer daily tour (extended tour) shall be introduced into any unit when:
- i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
 - ii) the Health Centre agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) **A** longer daily tour (extended tour) may be discontinued in any unit when:
- i) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
 - ii) the Health Centre because of
 - A)** adverse effects on patient care,
 - B)** inability to provide a workable staffing schedule, states its intention to discontinue the longer daily tour (extended tour) 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 will be discontinued, affected nurses shall be given sixty **(60)** days' notice before the schedules are so amended.
- A12.02** Scheduling **shall** be determined by the Health Centre to maintain adequate and capable staff in order to provide proper patient care in all departments.
- A12.03** Rest periods shall be taken at a time or times **as** scheduled or specified by the Employer.
- A12.04** **An** employee wishing to change her/his scheduled **shift** shall **submit** the request in writing to her/his ~~Team~~ Leader-Manager or delegate CO-signed by the employee who agrees to **work** the **shift** at least forty-eight **(48)** hours **prior to** the commencement of the **shift**. Consideration will be given with less on an emergency basis. Such request shall not be unreasonably denied. It is understood that such change in posted time

scheduled initiated by the nurse and approved by the Employer shall not result in overtime payment for either of the nurses involved.

A12.05 During the period of December 15th until January 15th the Employer will endeavour to observe the provisions and conditions respecting work scheduled.

A12.06 The Employer agrees

(a) **APPLIES TO FULL-TIME ONLY:**

The employee will not be scheduled to work more than three (3) consecutive tours. Premium pay will be paid for each day worked in *excess* of three (3) consecutive shifts.

(b) **APPLIES TO FULL-TIME ONLY:**

The employee will be scheduled off duty every other weekend. A weekend shall be defined as seventy-two (72) consecutive hours off duty between 0700 Friday and 0700 Tuesday.

APPLIES TO PART-TIME ONLY:

For nurses working extended tours a weekend off consists of seventy-two (72) hours off duty between 0700 Friday and 0700 Tuesday following.

(c) **APPLIES TO FULL-TIME ONLY:**

The Health Centre will endeavour to schedule a period of at least twelve (12) consecutive hours off duty between shifts.

(d) **APPLIES TO FULL-TIME ONLY:**

In extended tour *units or areas*, the Health Centre will endeavour to schedule seventy-two (72) consecutive hours off duty when switching from night to day tour.

(e) **APPLIES TO FULL-TIME ONLY:**

There will be no scheduling of split days off unless as a result of a request by the employee.

(f) **APPLIES TO FULL-TIME ONLY:**

The Employer will endeavour to schedule **employees** to work two (2) consecutive weeks of night tours followed by two (2) consecutive weeks of day tours.

(g) **APPLIES TO FULL-TIME ONLY:**

The full-time employee will normally be scheduled to **work** on the basis of twenty (20) tours in a six (6) week scheduled period.

ARTICLE 13 - SCHEDULING GENERAL

A13.01 **Self-Scheduling**

Self scheduling will occur when schedules are totally created by the staff nurse and agreed to by the Employer.

- (a) Self scheduling shall be introduced into any unit when:
- i) eighty percent (80%) of the nurses in *the* unit to indicate by secret ballot; and
 - ii) the Health Centre agrees to implement self scheduling. Such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) **Self** scheduling will be discontinued when:
- i) fifty-one percent (51%) **of** the nurses in the unit indicate by secret ballot.
- (c) When notice of discontinuation is given by either **party, then:**
- i) the parties **shall** meet ~~withi~~two (2) **weeks** of giving notice to review the reasons for discontinuation with a view to resolving any problems.
 - ii) where it is determined that the **self** scheduling will be discontinued, affected nurses shall be given a minimum of **sixty (60)** days' notice before the schedules **are** amended.
- (d) Self scheduling with respect to Extended Tours shall be guided by **the** following regulations:

- i) Self schedules shall meet the needs of the unit **as** outlined by the Employer and should meet the needs of the individual nurse with respect to scheduling.
- ii) The self scheduling nurse shall be scheduled for three **(3)** weekends in a six (6) week rotation.
- iii) One of the three weekends off may be a minimum of forty-eight **(48)** consecutive hours off duty between 0700 hours Friday and 0700 hours Tuesday. The other two weekends off shall be seventy-two **(72)** hours as per Article 12.06(d).
- iv) Any tour scheduled in the twenty-four **(24)** hour period following the commencement of the day **shift** will be considered **as** working on that day.
- v) The self scheduler may not schedule more than four **(4)** consecutive tours once in a six (6) week schedule, but where circumstances deem that **this** occurs twice in a six (6) week schedule, it will be considered.
- vi) Self scheduling nurses will schedule an equal distribution of day tours and night tours amongst self scheduling nurses as required in a **unit**.
- vii) **All** other provisions of the Collective Agreement shall apply to the self scheduling nurse.
- viii) **APPLIES TO FULL-TIME ONLY:**
There shall be a minimum of forty-eight **(48)** hours scheduled off when switching from night tour to day tour.
- ix) **APPLIES TO FULL-TIME ONLY**
There shall be **twenty (20) tours of** duty scheduled in a six (6) week schedule.

A13.02 In the event of proposed changes to the current master schedule in each unit, the Employer will notify the President of the Local Association **in** advance and agrees **to** meet with the Union **to** discuss the matters if the Union requests.

A13.03 In accordance with Article 14.10 of the Central **Agreement**, the evening **shift** shall be defined **as** either 1500 hours to 2300 hours or 1530 hours **to** 2330 hours and the night shift shall be defined **as** either 2300 hours to 0700 hours or 2330 hours to 0730 hours, or such other hours, depending on the normal starting **time** of the **day** shift in the unit.

A13.04 **APPLIES TO PART-TIME ONLY:**Short Tour Scheduling

Where part-time nurses are scheduled to work **less** than a normal tour (7.5 hours), Article 10 applies in its entirety except **as** amended by **the** following:

- (a) **The** Health Centre will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level;
- (b) No part-time nurse shall be scheduled solely on tours which are comprised of **less** than 7.5 hours in any **pay** period **except** where such arrangements **are** requested by the nurse or except in units of **the** Health Centre such as clinics where the routine hours of operation are less than 7.5 hours.

ARTICLE 14 - REPORTING FOR DUTY

A14.01 Nurses shall give the following minimum notice **to** the Health Centre service as designated that they will not be reporting for duty by reason of sickness as follows:

(a) **For normal tour units**

| | |
|--------------------------|---|
| Day Shift | 1 hour's notice preceding commencement of day shift |
| Evening Shift | 4 hours' notice preceding commencement of evening Shift |
| Night Shift | 4 hours' notice preceding commencement of night Shift. |

(b) **For extended tour units**

| | |
|-------------|--|
| Day Shift | 1 hour's notice preceding commencement of day shift |
| Night Shift | 4 hours' notice preceding commencement of night shift. |

A14.02 When reporting back for duty after absence due **to** sickness, nurses **shall** notify the Health Centre service **as** designated that **they** are reporting back for duty **as** follows:

- (a) Normal tour units
- | | |
|-----------------------|--|
| For the day tours | 11 hours' notice preceding commencement of the day tour |
| For the evening tours | 5 hours' notice preceding commencement of the evening tour |
| For the night tours | 5 hours' notice preceding commencement of the night tour |
- (b) Extended tour units
- | | |
|-------------------------|---|
| For the day tour | 11 hours' notice preceding commencement of the day tour |
| For the night tour | 5 hours' notice preceding commencement of the night tour. |

ARTICLE 15 - JOB SHARING

A15.01 If the Health Centre agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions **shall** apply **unless** otherwise agreed to by the parties.

- (a) Job sharing requests with regard to MI-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer 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 Team Leader-Manager **or** delegate.
- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange **shifts** with her/his partner, **as well as** with other nurses **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.
- (e) 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.

A15.02

Coverage

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.

A15.03

Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Agreement:

In the event that one member **of** the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Team Leader-Manager or delegate, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

A15.04

- (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 Agreements.
- (b) Any incumbent full-time nurse wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) If one of the **job sharers** leaves the arrangement, her/his position will be posted. **If** there is no **successful** applicant **to** the position, the remaining employee will revert to her or **his** former **status**. **If** the remaining employee **was** previously full-time, **the shared** position will become her 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.

A15.05

Discontinuation

Either party may discontinue the job-sharing arrangement ~~with~~ ninety (90) 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 16 - PRE-PAID LEAVE PLAN

A16.01 The number of nurses eligible to participate in the prepaid leave plan in any given year will be no more than twenty-four (24) full-time nurses and twenty-four (24) part-time nurses and not more than one (1) per unit except in units of more than thirty (30) full-time and part-time nurses combined, in which case there may be no more than two (2).

ARTICLE 17 - MISCELLANEOUS

A17.01 Nurses working in speciality unit areas where scrub gowns and/or lab coats are provided at no cost to the nurse, will continue to have such service provided by the Health Centre at no cost to the nursing staff working in said areas/units and such practice will not be discontinued without sixty (60) days' notice to the Union and discussion at the Health Centre-Union Committee.

A17.02 The established pay period for all employees covered by this Agreement shall begin on Sunday at 0001 hours and extend for two (2) full calendar weeks until Saturday at 2400 hours.

A17.03 The Health Centre, upon receipt of the nurse's consent, will inform the Union within three (3) days of any nurse who has been assaulted while performing her/his work.

ARTICLE 18 - MODIFIED WORK

- A18.01
- (a) The Health Centre 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 L.T.D.
 - (b) 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 Health Centre 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.
 - (c) The Health Centre agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

b

ARTICLE 19 - VIOLENCE IN THE WORKPLACE

A19.01 The Employer agrees to have policies and procedures to **deal** with violence. The policy will address the prevention of violence, the management of violent situations and support to employees who have faced violence.

The policies and procedures shall be part of the Corporate policy and written copies shall be made available upon request.