

COLLECTIVE AGREEMENT

Between:

CAMBRIDGE MEMORIAL HOSPITAL
(hereinafter referred to as "the Employer")

And:

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

Expiry: March 31, 2006

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APPENDIX 3 – SALARY RATES

Registered Nurse

	<u>Effective April 1, 2004</u>	<u>Effective April 1, 2005</u>	<u>Effective Jan. 1, 2006</u>
Start	23.11	23.80	23.80
1 Year	24.03	24.75	24.75
2 Years	25.30	26.06	26.06
3 Years	26.54	27.34	27.34
4 Years	27.81	28.64	28.64
5 Years	28.38	30.26	30.26
6 Years	30.94	31.87	31.87
7 Years	32.53	33.51	33.51
8 Years	34.76	35.80	35.80
25 Years Experience			36.52

Employee Health Nurse (Part time) / Nurse Clinician

	<u>Effective April 1, 2004</u>	<u>Effective April 1, 2005</u>	<u>Effective Jan. 1, 2006</u>
Start			
1 Year			
2 Years			
3 Years	25.95	26.72	26.72
4 Years	27.24	28.06	28.06
5 Years	28.53	29.39	29.39
6 Years	30.15	31.05	31.05
7 Years	31.77	32.72	32.72
8 Years	33.37	34.37	34.37
9 Years	35.68	36.75	36.75
25 Years Experience			37.48

Nurse Practitioner

	<u>Effective April 1, 2004</u>	<u>Effective April 1, 2005</u>	<u>Effective Jan. 1, 2006</u>
Start	38.07	39.21	39.21
Step 1	38.70	39.86	39.86
Step 2	39.85	41.05	41.05
Step 3	40.86	42.09	42.09
Step 4	41.94	43.20	43.20
Step 5	43.24	44.54	44.54
Step 6	44.59	45.93	45.93
25 Years Nursing Experience			46.84

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Union as the bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by Cambridge Memorial Hospital in the city of Cambridge, save and except Co-ordinators and Unit (Nursing) Managers, persons above the rank of Co-ordinators and Unit (Nursing) Managers and persons for whom any trade union held bargaining rights as of January 31, 1994.

ARTICLE B - MANAGEMENT RIGHTS

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

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

B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement and the Hospital will exercise its rights reasonably and fairly.

ARTICLE C - REPRESENTATION AND COMMITTEES
Inclusive of Full-Time and Part-Time

C-1 Nurse Representatives

There shall be twelve (12) nurse representatives, one (1) from each of the following areas:

1. Emergency
2. ICU
3. Mental Health (In patient and Out patient)
4. Medicine
5. In-Patient Surgery
6. **Perioperative Services**
7. Palliative/Oncology
8. Continuing Care
9. Obstetrics
10. Paediatrics
11. One representative for the Nursing Resource Pool, IV therapy, employee health, Clinical Education facilitators, diabetic day care
12. 2 others at the discretion of the bargaining unit

Where a Nurse Practitioner is affiliated with a specific unit then the Association Representative will be the Representative of that unit. Where a Nurse Practitioner is not affiliated with a specific unit then the Association Representative will be the Representative in #11 above.

The Union will provide the Hospital with an updated list of representatives and Executives following elections.

C-2 Grievance Committee

There shall be a Grievance Committee of not more than three (3) nurses. Not more than one (1) representative will be from any one unit.

C-3 (a) Hospital-Association Committee

There shall be a Hospital-Association Committee composed of four (4) nurses. The number of Hospital representatives shall not exceed the number of Union representatives.

- (b) In reference to Article 6.03 (e), the bargaining unit will notify the Hospital in advance of each meeting which two (2) Committee representatives will be paid per meeting.

C-4 Negotiating Committee

There shall be a Negotiating Committee of up to four **(4)** Union representatives. Not more than one **(1)** representative will be from any one **(1)** unit, unless staffing requirements permit.

C-5 Scheduling Committee

There shall be a Scheduling Committee of not more than three (3) nurses. Not more than one (1) representative will be from any one (1) unit. The number of Hospital representatives shall not exceed the number of Union representatives.

Employees who are members of this Committee shall be paid in accordance with Article 6.11

C-6 Interview

The interview of newly hired nurses as referred to in Article 5.06 will be conducted during the first day of the general Hospital orientation program. The Hospital will provide, in writing, the dates of general Hospital orientation on an annualized basis to the Union. The Hospital will endeavour to provide the name(s) of the newly hired nurse(s) to the Union prior to each meeting.

C-7 Professional Development Committee

There shall be a Professional Development Committee composed of three (3) nurses. The number of Hospital representatives shall not exceed the number of Union representatives.

ARTICLE D - LEAVE OF ABSENCE -ASSOCIATION BUSINESS
Inclusive of Full-Time and Part-Time

D-1 The leave of absence as set out in Article 1 11.02 of the Collective Agreement shall be given up to a total of ninety (90) days during any calendar year, subject to the following conditions:

- i) not more than **six (6)** nurses can be absent at any one time, and
- ii) subject to staffing requirements.

The Bargaining Unit President will request all leaves of absence pertaining to Article 11.02, in writing and submit to Human Resources. Where possible, such requests will be submitted at least two (2) weeks in advance of the date requested.

Such requests will not be unreasonably denied.

D-2 The Union will endeavour to provide written notice to the Employer at least four **(4)** weeks in advance of the desired leave days, setting out the names of the nurses

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requiring Union Leave and the duration of the leave by mutual consent. Such leave will not be unreasonably denied.

D-3 The Bargaining Unit President shall have the option of working the day tour only to perform her/his Union duties.

D-4 The Bargaining Unit President shall be granted leave of absence with pay for one (1) 11.25 hour day per month to attend to Union business. This day shall be mutually agreed between the Bargaining Unit President and her/his Manager.

The Employer will endeavour to schedule meetings when the Bargaining Unit President is available at work or on her/his scheduled paid leave of absence above. Where this is not possible, the Hospital agrees to pay the Bargaining Unit President at straight time hourly rate for required attendance at such meetings. Such hours will not generate premiums on other hours worked in accordance with Article 14.

When required to attend meetings during his/her scheduled shift, the Hospital will endeavour to replace the Bargaining Unit President on his/her unit.

D-5 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position. Such leave will not be unreasonably denied.

ARTICLE E - HOURS OF WORK - SCHEDULING REGULATIONS

Full-time and Part-time

E-1 Where the term "units" is used in Appendix 5 (other than bargaining unit), "units" are defined as:

- | | |
|---|-------------------------------|
| ICU | Emergency |
| Mental Health Inpatient/Outpatient | Continuing Care |
| Nursing Resource Pool | Perioperative Services |
| Diabetic Education Program | Palliative |
| Medicine | Paediatrics |
| Inpatient Surgery | |
| Oncology | |
| OBS | |

At the request of either party, the parties will meet to discuss potential amendments of these units to be appropriate as the changes/training occurs.

E-2 There will be at least sixteen (16) hours off between shift changes. A shorter period of time off, not subject to premium payment, may be arranged upon by mutual agreement.

7.5 Hour Tours

E-3 Full-Time

There will be at least forty-eight **(48)** hours off when changing from night tour to any other tour, unless by request of, or agreed to, not subject to premium payment, by the nurse.

Part-Time

There will be at least forty-eight **(48)** hours off when changing from night tour to any other tour, unless by request of, or agreed to, not subject to premium payment, by the nurse unless requested by the nurse.

E-4 1. Full-Time

A nurse shall be entitled to receive at least three **(3)** weekends off in six **(6)**.

A weekend shall be defined as fifty-five **(55)** consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift.

A nurse will receive premium pay as provided for in Article **14.03** for all hours worked on a third **(3rd)** and subsequent consecutive weekend, save and except:

- (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 only; or
- (c) such weekend is worked as result of an exchange of shifts with another nurse.

2. Part-Time

A nurse shall be entitled to receive at least three **(3)** weekends off in six **(6)**.

A part time nurse may request to be scheduled for every other weekend **off**. Such request shall not be unreasonably denied.

A weekend shall be defined as fifty-five consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift.

A nurse will receive premium pay as provided for in Article **14.03** for all hours worked on a fourth **(4th)** and subsequent consecutive weekend, save and except:

- (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 only; or
- (c) such weekend is worked as a result of an exchange of shifts with another nurse.

E-5 Full-Time and Regular Part-Time

A nurse requesting permanent evening or night tours may be scheduled to such, by mutual agreement between the nurse and the Hospital. A nurse requesting to terminate such an arrangement must make this request six (6) weeks in advance and such request will only be accepted by mutual agreement between the nurse and the Hospital, and will not be unreasonably denied.

The Hospital will give the nurse six (6) weeks notice of a change to, or termination of, a permanent tour arrangement.

E-6 Full-Time

For nurses that regularly rotate tours, the Hospital will schedule so that **at least** fifty percent (**50%**) of a nurse's shifts are day tours over the eight (8) week scheduling period.

A day tour shall include only those shifts commencing prior to 1000 hours.

For full time nurses who are scheduled for seven point five (7.5) hour tours the Hospital will endeavour to schedule nurses for either days and evenings or days and nights.

Regular Part-Time

For nurses that regularly rotate tours, the Hospital will schedule so that all available day tours are equitably distributed among the regular part-time nurse over an eight (8) week period of time subject to program needs. Where there are not an equal number available, the additional day tours will be scheduled by seniority.

A day tour shall include only those shifts commencing prior to 1000 hours.

E-7

Holiday Season

These scheduling regulations may be waived between December 15th and January 10th. All nurses will receive no less than four (4) days off and the Employer will endeavour to provide five (5) or more consecutive days off at either Christmas or New Year's except for the following:

- (a) Provided that no nurse is required to work more than two **(2)** consecutive weekends without a weekend off:
- (b) Provided that at least forty-eight **(48)** consecutive hours off are scheduled following scheduled night tours.
- (c) Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day. It is understood that time off at Christmas shall begin at 0730 hours on Christmas Eve and time off at New Year's shall begin at 0730 hours on New Year's Eve. The Hospital will endeavour to schedule the night tour of December 24th and 31st off.
- (d) The Hospital shall post a request list by September 1st of each year.
- (e) Nurses may be required to work either the Christmas or New Year's period on alternate years, as required by the Hospital unless otherwise requested by the nurse.

If it is possible to schedule nurses to have both Christmas and New Year's periods off, then nurses will be scheduled to be off by rotation and seniority.
- (f) The Hospital will post the finalized holiday season schedule no later than November 15th of each year.
- (g) Article E-7 shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.
- (h) Nurses may be granted an extension for Christmas Day, Boxing Day and New Year's Day lieu days beyond the thirty (30) days identified in F-3 and may request their four **(4)** consecutive days off referred to in E-7 (c) to be scheduled to coincide with their religious holiday.
- (i) In the event that a nurse receives less than four (4) consecutive days off, as above, she will be paid premium payment in accordance with Article 14.03 for the first tour so worked. Premium payment will not apply if fewer consecutive days off are a result of an exchange of shifts with another nurse.

E-8

Full-Time and Part-Time

Requests for changes in posted time schedules must be submitted in writing **or by**

email and co-signed by a nurse willing to exchange days off or tours. It is understood that such change in tour initiated by the nurse and approved by the Manager shall not result in any overtime or other premium payment. Requests for such exchange will maintain the appropriate skill mix for the unit. Such requests will not be unreasonably denied.

The Hospital will not schedule split shifts.

Nurses may exchange part shifts with another nurse of similar skill level provided there is no impact on the schedule and it is not subject to premium payment.

An exchange may include any hours of work provided the exchange of hours is equal within an eight (8) week period. If not equal then the nurse may take vacation time or lieu time.

E-9 The schedule will be posted four (4) weeks in advance to cover an eight (8) week period. Requests for time off shall be submitted as per the Program protocol (i.e. in writing or e-mail) one (1) week prior to the posting of the schedule. Requests not submitted within this time frame shall be granted providing availability of relief staff with appropriate skill mix. Nurses shall not allocate unwanted shifts to other nurses. Requests will not be unreasonably denied. The Hospital will endeavour to respond to the request within seventy-two (72) hours of submission of the request unless such request is for an emergency situation in which case the response will be as soon as possible.

E-10 Full-Time and Part-Time

The scheduling of meal periods and relief periods for each nurse shall be determined by the care requirements of the Unit.

In the absence of the Manager the overtime log will be signed by the team leader or charge nurse to confirm missed breaks. In cases of overtime for the team leader or charge nurse another nurse must witness and sign to confirm missed breaks.

Final approval of overtime payment will be authorized by the Manager.

E-11 Regular Part-time Commitment

A nurse who makes a commitment to be available on a regular pre-determined basis shall be classified as a Regular Part-time nurse.

Category "A"

The terms of Category "A" regular part-time commitment are:

- i) available to work three (3) weekends out of six (6)

- ii) **available to work days/evenings or days/nights or a combination if not possible to schedule days/evenings or days/nights.**
- iii) available to work at least seven 7.5 hour tours, or five (5) extended tours, or a combination of tours up to a total of 52.5 hours, every two (2) weeks
- iv) available to work as scheduled over either Christmas or New Year's period subject to Article E-7

* There will be no further recruitment into Category "A".

Category "B"

The terms of Category "B" regular part-time are:

- i) available to work three (3) weekends out of six (6)
- ii) **available to work days/evenings or days/nights or a combination if not possible to schedule days/evenings or days/nights.**
- iii) available to work at least four (4) 7.5 hour tours, or three (3) extended tours, or a combination of tours up to a total of 30 hours, every two (2) weeks (unless otherwise stated in the most recent employment offer letter)
- iv) available to work as scheduled over either Christmas or New Year's period subject to Article E-7.

The commitment that a Category "A" or Category "B" regular part-time nurse must make as specified herein is no guarantee that the nurse will be scheduled to work according to this commitment nor is it a restriction on the nurse as to the maximum time worked. Further, the simple making of a commitment does not automatically transform a casual nurse into a regular part-time nurse.

E - 12 A Casual Part-time nurse is one who is called into work on an ad hoc basis.

Casual part-time may be pre-booked up to two weeks in advance if all regular part-time and job-share have been offered the shift first.

E - 13 All Category "A" regular part-time nurses on the unit shall be scheduled up to their committed hours before any Category "B" regular part-time nurses on the unit are utilized. All Category "B" regular part-time nurses on the unit shall be scheduled up to their committed hours before any casual part-time nurses on the unit are utilized.

Where extra tours become available (subject to Article 10.09), the Hospital will first offer them on the basis of seniority to regular part-time nurses on the unit providing no regular part-time nurse on the unit will exceed her commitment as a result of being offered such extra tours where there are other regular part-time nurses on the

unit who have not been offered their commitment of shifts.

Where all regular part-time nurses on the unit have been given the opportunity to work up to their committed hours, the Hospital will then offer extra tours (subject to Article 10.09) to regular part-time nurses on the unit on the basis of seniority and, where no regular part-time nurse on the unit is willing to perform the available work, to casual part-time nurses on the unit on the basis of seniority.

When regular part-time nurses are cancelled and the same hours of work or the majority of the same hours of work become available during the same shift, the cancelled regular part-time nurses shall be offered the hours of work according to seniority. If these nurses are no longer available or unable to accept these hours, such hours shall be offered to regular part-time nurses as above paragraphs.

Where part time nurses have worked seventy-five (75) hours in a pay period and where the offer of additional work will thus result in premium pay, then the Employer will offer the premium paid shift (hours) to Full time nurses in accordance with seniority prior to offering the premium paid hours to part time nurses. In offering the work to part time nurses it will be offered in accordance with seniority.

E-14 In accordance with Article 14.09 of the Central Agreement, **where a nurse has accumulated hours for overtime worked**, the entitlement to lieu time off shall be scheduled at a mutually agreeable time within one hundred and twenty (120) days.

E-15 Full-time and Part-time

- (a) For the purpose of Article 14.10:
- i) the evening shift is defined as 1500 hours to 2300 hours;
 - ii) the night shift is defined as 2300 hours to 0700 hours.
- (b) For the purpose of Article 14.15 of the Central Agreement, it is agreed that definition for the hours of the weekend shall be from 2300 hours Friday to 2300 hours Sunday.

E-16 Full-Time and Part-Time

A nurse who is going to be off duty due to illness or absence is expected to notify the designated area promptly and give sufficient notice of the expected date of return.

When reporting off duty:

- (a) For the evening or night tour it is expected that a call reach the designated area four (4) hours in advance.

- (b) For the day tour a call is acceptable as late as one (1) hour before the start of her/his tour as it is recognized that a nurse may find upon waking that she/he is not fit to report for duty.

E-17 Flexible Hours

Nurses working in the Mental Health Program, Psychogeriatric Clinic, Surgical Day Care, Day Hospital/Wellness Centre, OBS, OR, PACU, or as Clinicians shall continue in their scheduling pattern of flexible hours.

- (a) Such nurses will not be entitled to premium payment when their flexible hours result in less than sixteen (16) hours off between shifts, unless they are required to work more than seventy-five (75) hours in a two (2) week period.
- (b) Nurses in the Mental Health Program will not be entitled to overtime payment unless their flexible hours result in more than seventy-five (75) hours in a two (2) week period.

The above arrangements are made by mutual agreement between the nurse and the Hospital.

E-18 Tours of less than 7.5 Hours

Where a part-time nurse(s) is required 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 7.5 hours to a minimum.
- (b) Nurses working shifts comprised of less than 7.5 hours shall be granted the appropriate paid rest period.
- (c) No part-time nurse will 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.
- (d) Nurses working tours comprised of less than 7.5 hours shall not be scheduled to work more than five (5) consecutive tours.

E-19 Standby

- (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating standby assignments on any unit. Problems with standby shall be discussed at Scheduling Committee if they occur following implementation.
- (b) Scheduled standby assignments will be distributed equitably amongst the

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nurses with the appropriate skill set in any unit utilizing standby.

- (c) Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.
- (d) A nurse will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the nurse and the Hospital.
- (e) Nurses will not be scheduled for standby when on vacation.
- (f) Nurses scheduled for standby shall be provided with appropriate communication device e.g. beeper, cellular telephone at the Employer's expense. Each unit shall develop reasonable response times for calls.
- (g) Standby schedules will not be reassigned without personal notification.
- (h) When a nurse has been called in from standby after 2400 hours or has worked a minimum of four **(4)** hours beyond the regular ending of their evening shift, the Hospital will endeavour to replace their evening shift if scheduled for the next day, if requested by the nurse.
- (i) If job sharers are covering for their partners' absences, they will only be required to work the same schedule of standby as a full-time line.

E-20

Reassignment of staff in accordance with 10.08

If the Hospital has determined that a reassignment of a nurse is necessary in a Unit, **regardless of the number of hours of reassignment on that shift**, the following will apply in accordance with Article 10.08 (a):

- (a) Nurses on the unit on the shift to be reassigned will be asked if anyone is interested in volunteering for the reassignment. If only one nurse volunteers, she will be reassigned. If more than one nurse volunteers for reassignment, the senior nurse on the Unit volunteering will be reassigned. Reassignment is subject to (c) below.
- (b) If no nurses on the Unit on the shift to be reassigned have volunteered for reassignment, then the most junior nurse on that Unit on that shift shall be reassigned subject to (c) below on a rotational basis.
- (c) In accordance with Article 10.07 (g) of the Collective Agreement, it is understood that nurses who volunteer or who are designated for reassignment, will only be reassigned if they are qualified to perform the available work in the Unit or area where the reassignment is to occur. If the nurse who volunteers or who **is** the most junior on the Unit is not qualified to perform the available work in the Unit or areas where the reassignment is to

occur, then the next volunteer (if any) or the next most junior based on rotation will be designated for reassignment.

- (d) This rotation will be based on the duration of time since the nurse was last reassigned or volunteered for reassignment. Rotation will also be based on combined seniority of all full-time, part-time nurses **and casual nurses** in the unit per the current posted seniority list.
- (e) Each unit will develop a method of documenting reassignments.
- (f)
 - (i) **Nurses who are mentoring or involved in orientation will not be reassigned for the shift where reassignment is necessary.**
 - (ii) **Nurses who are assigned as charge nurse will not be reassigned for that shift.**

E-21 Professional Development

In order to promote professional development and facilitate attendance at educational opportunities, courses or programs, the Hospital will facilitate schedule changes, when possible, in advance of the posting of schedules.

ARTICLE F - PAID HOLIDAYS

F-1 Full-Time and Part-Time

The following shall be recognized as paid holidays:

New Years' Day (Jan. 1)	Civic Holiday
3 rd Monday in February	Labour Day
Good Friday'	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (Dec. 25)
Canada Day (July 1)	Boxing Day (Dec. 26)

F-2 For the purposes of Article 15.05 of the Central Agreement it is agreed that a paid holiday will commence at 2300 hours of the day preceding the paid holiday and end at 2300 hours of the paid holiday.

F-3 Full-Time

Lieu days as provided for in Article 15 (Full-Time) shall be scheduled within forty-five **(45)** calendar days prior to **or ninety (90) calendar days** following such holiday at a mutually agreeable time. Where a lieu day is taken in advance of the holiday and the nurse does not work the holiday, the lieu day will be applied to the next eligible holiday worked.

F-4 **Full-Time schedules of seven point five (7.5) hour tours**

A nurse who is scheduled off on a weekend to which a paid holiday is attached shall also be scheduled off on the paid holiday. Conversely, a nurse who is scheduled to work on the weekend to which a paid holiday is attached may be scheduled to work on the paid holiday if required by the efficient operation of the hospital.

ARTICLE G - VACATIONS

G-1 A nurse is able to request vacation days accrued to her credit. Conversely, a nurse shall not avail herself of vacation not yet accrued to her credit.

G-2 **Full-Time**

A nurse's vacation bank may at no time exceed one and one-half (1½) times her annual vacation entitlement.

G-3 **Full-Time**

If requested by a nurse, vacation pay will only be available in advance if the nurse concerned will be absent on vacation on the next or subsequent consecutive pay days. The Hospital agrees that when pay is made available under the above conditions, such pay shall be for a regular two (2) week pay period.

G-4 **Full-Time and Regular Part-Time**

Vacation lists shall be posted not later than March 1st of each year for the entire vacation year commencing June 1st to May 31st and shall remain posted until April 1st in order to give nurses an opportunity to record vacation preferences. Vacation lists shall be withdrawn on April 1st and finalized vacation approvals will be posted not later than April 30th. Nurses shall be given preference with respect to vacation period in accordance with seniority. Requests received after April 1st or requests for changes in the posted schedule must be in writing, and submitted at least four (4) weeks prior to the commencement of the period requested, and will be scheduled on a first come, first served basis.

Vacation quotas for full-time and part-time nurses will be separate.

The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital.

If a regular part-time nurse does not submit her vacation preference by October 1st, then the Hospital reserves the right to schedule vacation time on the basis of departmental convenience.

G-5 **Full-Time and Part-Time**

It is recognized that the fourth, fifth and sixth weeks of vacation may not necessarily be consecutive to the first three weeks of vacation.

G-6 Full-Time and Part-Time

A nurse may request individual vacation days such that they do not exceed one (1) week in total of the nurse's entitlement, unless mutually agreed. Individual days may include Saturdays and Sundays subject to the staffing requirements of the Hospital. All requests received at least three (3) weeks prior to the requested vacation day off shall not have the day unreasonably denied and shall receive approval no later than two (2) weeks prior to the requested day.

G-7 Full-Time and Part-Time

Before going on vacation, a nurse shall establish with her immediate supervisor the date and time on which she is scheduled to resume duty if the schedule has not been posted for such a date. In the event that this day is subsequently changed by the Hospital it shall be the Hospital's responsibility to notify the nurse accordingly.

G-8 Full-Time and Part-Time

The Hospital will endeavour to schedule the weekend off prior to the commencement of a 5 day or longer vacation.

G-9 A nurse may cancel her or his scheduled vacation up to one week prior to the posting of the unit schedule, unless otherwise agreed to by the Hospital.

G-10 Vacation may be granted during the holiday season schedule except on the paid holidays (Christmas Day, Boxing Day, and New Years' Day).

G-11 Supplementary Vacation Days

Effective April 1, 2003, nurses who are in receipt of the supplemental vacation bank shall be notified of the number of days in the vacation bank at the initial time of deposit.

The nurse will have five (5) years or less depending on the date of their thirty-fifth (35th) year of service to utilize the supplemental vacation days. The days off may be utilized as per the current local language (Article G).

Part-time nurses entitled to supplementary vacation pursuant to Article 16.06 of the central Collective Agreement will request such vacation as per the above. The additional 2% vacation pay will be paid out within one (1) month of earning the supplementary vacation based on 2% of their last year's earnings when they achieve 45,000 hours of service and again when they achieve 52,500 hours of service.

G-12

Where there is a change in census on a unit and staff are asked if they would like to take vacation time then the Hospital will offer the time off to full time nurses in accordance with seniority, then to part time nurses (including job sharers) in accordance with seniority. Where a nurse accepts the offer to take vacation time such time will not be counted in the individual requests under Article **G-6**.

ARTICLE H - PREPAID LEAVE

Full-Time and Part-Time

H-1 The prepaid leave provisions as set out in Article 11.11 of the Collective Agreement shall apply provided the overall total does not exceed ten (10) nurses at any one time and no more than one (1) at any one time in any one unit.

ARTICLE I - WORKER'S COMPENSATION/LONG TERM DISABILITY/RETURN TO WORK

I-1 (a) The Employer shall provide the Union with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the Workplace Safety and Insurance Board (WSIB) in order to discuss with the Nurse any errors or omissions which may exist.

(b) Modified Work/Return to Work Programs

The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:

1. A nurse has the right to accommodation in accordance with the *Ontario Human Rights Code* and the *Workplace Safety and Insurance Act*.
2. A nurse participating in the temporary program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher. Payment during this portion may be impacted or determined by the terms of the sick plan or WSIB requirements.
3. A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable available work. Every attempt will be made, to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
4. In order to return a worker with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to modifications to the job or work station, reorganization of the work, provision of additional staff and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job or alternative

suitable available work.

- (c) The Employer agrees that Union representation will be included in all Modified Work and Return to Work program meetings. Time spent by the nurse's representative will be compensated at regular straight time hourly rates.

I-2 Where the Hospital has been advised of the absence, the Hospital will notify the Bargaining Unit President or designate of the names of all bargaining unit members who have reached fifteen (15) weeks off work as a result of any illness or injury.

I-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 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 Union Return to Work representatives. The return to work representative will actively participate in the process with respect to the early and safe return to work of nurses.
- (c) 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.

ARTICLE J - MISCELLANEOUS

Full-Time and Part-Time

J-1 The Employer will provide bulletin board space on each unit for the posting of notices regarding meetings and other matters restricted to Union materials. All such notices will be signed by a member of the Union executive and a copy will be provided to the Hospital prior to being posted. The Union will be provided with a key to the applicable bulletin board.

J-2 Separate seniority lists for Full-Time, Regular Part-Time and Casual nurses will be posted in April and October of each year.

J-3 For efficient replacement of staff, nurses will endeavour to submit to their Program

Manager, four (4) weeks notice, in writing, of intent to resign.

J-4 Errors in a nurse's pay cheque which amounts to 7.5 hours of pay or more shall be paid to the nurse, at the nurse's request, within four (4) working days, excluding Saturdays, Sundays, and Holidays.

J-5 Full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses as per Article 10.07 (d).

J-6 The Hospital will provide the bargaining unit with an e-mail address including all bargaining unit members.

J-7 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful internal candidates for a 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 receive notification of the name of the successful candidate within three days of the posting of the same or the reason(s) for not filling the position.

J-8 Voluntary Part-time Benefits – Process for Payment

The Hospital agrees to provide qualifying part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums.

Any part-time nurse who wishes to participate will provide payment of the benefits through post-dated cheques provided on a yearly basis.

It is understood that any transaction would be dated the first of each and every month.

The Hospital will notify the Union of the benefit costs to part-time nurses annually, and each time the benefit costs are renegotiated by the Hospital.

J-9 Retiree Benefits – Process for Payment – APPLIES TO FULL TIME ONLY

A nurse who is retiring from her/his full time position in the bargaining unit on or after January 1, 2002 and has not yet reached age 65 and who is in receipt of the Hospital's pension plan benefits and who wishes to continue to participate in the benefit plans as outlined in article 17.01(h) may do so by making application at least one (1) month in advance of his/her last day of work. It is understood and agreed that the following shall apply;

1. To be eligible for retiree benefits the retiring nurse must have been a

participant in the Hospital benefit plans as outlined in article 17.01(h) for a period of three (3) months prior to making application for retiree benefits.

2. Dependent coverage shall be those dependants that were covered for the period as in (a) above and no dependants may be added following the nurse's last day of work.
3. The benefit plan(s) applicable to the retiree shall be those in place at the Hospital at the time of application.
4. In the event that plan design should change the retiree benefits shall remain consistent with those plans in effect for full time members of the ONA bargaining unit.
5. A retiree's participation/coverage is subject to the terms and conditions of the plan and changes thereof.
6. The nurse participating in retiree benefits shall provide advance payment for the full amount of the monthly premium of the benefits through post-dated cheques provided on a yearly basis. The application for retiree benefits shall be accompanied by a cheque for the full amount of three (3) months of coverage dated for the nurse's last day of work. The Hospital shall notify the nurse of any increase in the premiums and the nurse shall remit payment for any increase in a timely fashion and amend any post-dated cheques as necessary.
7. In the event that the retired nurse wishes to terminate coverage, the retired nurse shall provide three (3) months' notice in writing to the Hospital. The retired nurse may not rejoin the plan once coverage has been terminated.

Any and all coverage shall cease immediately upon the occurrence of any of the following;

- a) Any monthly payment is missed or a cheque is returned to the Hospital in which case the Hospital has no obligation to contact the nurse or question why payment has not been made.
- b) The failure to remit payment in respect of any increase in premiums within thirty (30) days of being notified by the Hospital of the increased rate.
- c) The death of the retired nurse.
- d) The retired nurse's 65th birthday.

Once coverage is terminated for any reason, the Hospital is under no further obligation to offer coverage to the retired nurse.

J-10 The Hospital will continue its current practice of supplying scrubs to nurses working in the Surgical Suite, OB, and any other areas where scrubs are required by the Hospital for Infection Control reasons.

For Infection Control reasons, the Hospital will supply scrubs to nurses whose uniform becomes contaminated while at work.

ARTICLE K - EXTENDED TOURS

Full-Time and Part-Time

K-1 It is recognized that extended tours of 11.25 hours are worked within the Hospital.

Introduction and Discontinuation of Extended Tours

- (a) Extended tours may be introduced on a nursing unit when:
 - i) seventy-five percent (75%) of the nurses voting so indicate by secret ballot conducted by the Union and the Hospital; and
 - ii) the schedule meets the scheduling requirements of Article E and K-3 of the Collective Agreement.
 - iii) the Hospital agrees to implement the extended tours as requested, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) There will be a trial period of a minimum of six (6) months to assess the feasibility of the continuation of the extended tours. A vote conducted by the Union and the Hospital will take place to determine the nurses' acceptance of the extended tours. Such tours shall continue when seventy-five percent (75%) of the nurses voting so indicate.
- (c) Extended tours may be discontinued on any unit when:
 - i) fifty percent (50%) of the nurses voting so indicate by secret ballot; or
 - ii) the Hospital because of
 - a) adverse effects 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,

states its intention to discontinue the extended tour in the schedule.

- (d) When written notice of discontinuation is given by either party in accordance with (c) 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 extended tour will be discontinued, affected nurses shall be given six (6) weeks notice before the schedules are so amended.

K-2 The formulation of work schedules will follow Article E, except as follows:

- (a) Nurses will not be scheduled to work more than three (3) consecutive tours.
- (b) The employer shall schedule at least forty-eight (48) hours off following a night tour unless otherwise agreed to by the nurse. Where this provision is not met, the nurse will be paid in accordance with Article 14.03 for all time worked within the forty-eight (48) hour period.
- (c) A nurse shall be entitled to receive **at least three (3)** weekends off in six (6). The Hospital will endeavour to continue its current practice of scheduling every other weekend off for full-time nurses.

A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and subsequent consecutive weekend, save and except:

- 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 result of an exchange of shifts with another nurse.
- (d) The Employer will schedule not less than twenty-four (24) hours from the start of a shift to the commencement of the next shift.

K-3 Lieu days as provided for in Article 15 (Full-Time) shall be scheduled within ninety (90) days following such holiday at a mutually agreeable time.

K-4 Local Article F-4 shall not apply.

ARTICLE L - JOB SHARING AND ALTERNATE WORK SCHEDULES

- L-1 Recognizing that some employees desire a more flexible working arrangement than is currently provided in the Collective Agreement and pursuant to Article 20.01 of the Central Collective Agreement, the parties agree to the following terms and conditions and scheduling regulations for Job Sharing:
- (a) All such positions shall be considered full-time for scheduling purposes only. Posted schedules for job sharers will be identical to the rotation for the full-time nurses they replace and will be shared equally.
 - (b) Job sharers shall be treated as regular part-time employees for all purposes, with the exception of scheduling.
- L-2
- (a) The Hospital reserves the right to determine the number of job shared positions in each unit.
 - (b) Individuals who are presently working full-time and wish to make application to job share shall do so to the Program Manager. The applicant's portion of the position will not be posted but the remainder of the original position shall be posted as per Article 10.07 of the Central Collective Agreement.
 - (c) If more nurses in an area make application to job share in that area than is acceptable to the Hospital, the decision of which jobs are to be job shared shall be based on seniority.
 - (d) The selection process for applicants to the posted position shall be in accordance with the Central Collective Agreement - Article 10.07. Job sharing partners shall have a trial period established according to Article 10.07 (c) of the Collective Agreement.
 - (e) Where the job sharing arrangement arises out of the filling of a vacant full-time position (following the job posting procedure to when the parties agree to implement job sharing in a vacant full-time position prior to posting of such), both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement - Article 10.07.
 - (f) If one of the job sharers terminates their position or transfers to a different position, the posting of such vacancy will be as per the Central Collective Agreement Article 10.07.
 - (g) If a full-time position which is job shared reverts to a non-shared full-time position, then the job sharing nurse, if she wishes the full-time position, must make application for that full-time position as per the Central Collective Agreement, unless she was the incumbent of that original full-time position in which case she will receive the position and it shall not be posted.
- L-3
- (a) Job sharers will have the option of determining between themselves which portion of the rotation they will work including which partner will work on scheduled holidays; however, this determination must be made before the

schedule is posted. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must be as provided in the Collective Agreement.

- (b) It is expected that both job sharers will cover each other's incidental illnesses and vacation. When job sharers agree to cover each other's vacation, the vacation will not be counted as part of the vacation quota. If, because of unavoidable circumstances, one cannot cover the other, the Program Manager or designate 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. Job sharers can only be offered additional tours when no other regular part-time nurse is available.

- (c) 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 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 able to cover the entire leave of absence she or he must inform the Program Manager or designate 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 temporary vacancy will be filled as per the Collective Agreement.

- (d) The Hospital will endeavour to provide five (5) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be required to work over New Year's and vice versa, unless mutually agreed otherwise. Should nurses be assigned to work either Christmas or New Year's, they will be expected to return to work on at least five (5) consecutive days, if required for normal tours, and at least three (3) consecutive days for extended tours, if required. Where job sharers request to work Christmas or New Year's or request to have either off and a conflict exists, then seniority shall be the deciding factor.

- (e) Each job sharer may exchange shifts with her or his partner as well as 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.

- L-4
- (a) The Hospital may at its' discretion discontinue individual **job** sharing positions for valid reasons with **eight (8)** weeks notice to the job sharing employee(s).
 - (b) Prior to discontinuation of any job sharing position(s), problems shall be referred to the Hospital-Association Committee for resolution.

Job sharing positions may be discontinued in any unit when:

The Hospital determines the following:

- (a) causes adverse effects on patient care or**
- (b) results in the inability to provide a workable staffing schedule or**
- (c) results in other undesirable outcomes that are neither unreasonable or arbitrary.**

L-5 Alternate Work Schedules

Recognizing that some nurse's desire alternate work schedules and pursuant to Article 13.03 and 13.04, the parties agree to the following terms and conditions for Innovative Unit Scheduling and Unit Weekend Scheduling:

- (a) Individuals who are presently working full-time and wish to make application to an alternate work schedule shall do so to the Program Manager. The Program Manager will review the request and will forward the request to the Scheduling Committee along with her/his recommendation for approval or denial. No request will be unreasonably denied.
- (b) If more nurses in an area make application to work alternate work schedules in that area than is feasible, the decision of which jobs are to be worked on an alternate work schedule shall be based on seniority.
- (c) Alternate work schedules shall be implemented, as per this agreement and shall have a trial period of six (6) months. There shall be an ongoing review of alternate work schedules at the Scheduling Committee meetings.
- (d) The Hospital and/or the Scheduling Committee and the nurse may discontinue the alternate work schedule with six-(6) weeks notice. Prior to discontinuation of any alternate work schedule, problems shall be referred to the Scheduling Committee for resolution.
- (e) If the nurse terminates their position or transfers to a different position, the posting of such vacancy will be as per the Central Collective Agreement Article 10.07.

L-6 scheduling Guidelines – Hybrid Schedule

- (a) For purposes of this article, Hybrid Schedule is defined as one that results in

nurses working extended tours (11.25 hour tours) and/or normal tours (7.5 hour tours) within the scheduling period. For purposes of Hybrid Scheduling, full-time will work extended tours or normal hours and part-time will work extended tours, normal hours or a combination thereof.

- (b) The Hybrid Schedule may be introduced into any unit when:
 - i) Seventy-five percent (75%) of the full-time and regular part-time nurses specifically assigned to such units so indicate by secret ballot; and,
 - ii) The Hospital agrees to implement the schedule shift in the unit. It is understood that such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner.

- (c) The Hybrid Schedule may be discontinued in any unit when:
 - i) Seventy-five percent (**75%**) of the full-time and regular part-time nurses specifically assigned to such unit so indicate by secret ballot; or
 - ii) The Hospital determines that the schedule
 - (a) Causes adverse effects on patient care; or
 - (b) Results in the inability to provide a workable staffing schedule; or
 - (c) Results in other undesirable outcomes that are neither unreasonable nor arbitrary.

- (d) The secret ballot referred to above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.

- (e) If the Hybrid Schedule in a unit is discontinued in accordance with G.14 (b) above, it is agreed that:
 - i) The parties shall meet within two (2) weeks of the decision to discontinue the extended shift in such unit to review the decision, and
 - ii) The affected unit shall be given six (6) weeks notice before the schedules are so amended.

- (f) In reference to Article 14.12, tours scheduled and days off will be posted two (2) weeks in advance to cover a six (6) week period. It is understood that exchanges can occur between full-time and part-time nurses.

- (g) A nurse working a Hybrid Schedule shall be scheduled *off* on alternate weekends. A nurse will receive premium payment as per Article **14.03** for all hours worked on a second consecutive or subsequent weekend save and except where:
 - i) The weekend has been worked by the nurse to satisfy specific days *off* requested by such nurse; or
 - ii) The weekend is worked as a result of an exchange of tours with another nurse: or
 - iii) The nurse has requested weekend work only.
- (h) For the purposes of this section, a weekend shall be defined as any period of fifty-six (**56**) consecutive hours *off* work that includes Saturday and Sunday.
- (i) No more than four (**4**) consecutive shifts (8 or **12** hours) shall be scheduled without a day *off*. Should a nurse work more than four (**4**) consecutive shifts, she/he shall receive premium payment as per Article **14.03** for all hours worked on the fifth and subsequent shifts except where:
 - i) the fifth (**5th**) shift is worked by the nurse to satisfy specific days off;
 - ii) the fifth (**5th**) shift is worked as a result of an exchange of tours with another nurse.
- (j) The Hospital shall schedule at least forty-eight (**48**) hours off following the night shift when switched to a different tour.
- (k) Employees shall not be scheduled to change shifts more than twice in any week.
- (l) Employees shall not be scheduled for single days off more than once in a pay period.
- (m) Except where amended above, the schedule will meet the scheduling requirements of Article E.

L-7

Ten Hour Tours

The Union and the Hospital agree in principle to the concept of ten-hour tours. Should the Hospital or the nurses wish to implement ten-hour tours on a particular unit, they shall do so according to the following criteria, initially on a test basis through the Scheduling Committee. The parties have agreed to the following terms for implementation of ten (10) hour tours.

The Employer will agree to implement rotation of ten (10) hour tours in a unit when:

1. Seventy-five percent (75%) of the Nurses in the unit so indicate by secret ballot; and
2. The Employer and the Union agree to implement the ten (10) hour rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.

The ten (10) hour tours may be discontinued in the units when seventy-five percent (75%) of the Nurses in the unit so indicate by secret ballot.

When notice of discontinuation is given by either party in accordance with the above, then;

- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for the discontinuation; and
- ii) where it is determined that the ten (10) hour tours will be discontinued, affected Nurses shall be given six (6) weeks' notice before the schedules are so amended.

The parties agree that all the terms of the Collective Agreement as outlined in the Central Document and Local Provisions shall apply, save and except those provisions modified by this Letter of Understanding.

The current Collective Agreement shall be amended to specifically reflect the ten (10) hour tours as follows:

1. Hours of Work

- (a) For Nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37%) minutes unpaid meal time.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37%) minutes.

For the purposes of payment as referred to in Article 13.01(d), the meal period on the night tour shall be scheduled during the first five hours of the tour.

2. Paid Holidays

- (a) A Nurse working the ten (10) hour tour shall be paid as per Article 15, noting that Nurse is working ten (10) hours shall receive twelve (12) days off to consist of seven and one-half (7%) hours each.

- (b) It is understood that Nurses working the IO-hour schedules shall be scheduled to work 1950 hours in a year.

3. Vacations

Vacation entitlement for Nurses working ten (10) hour tours shall be converted as follows:

<u>Current Week Entitlement</u>	<u>Working Days Off</u>	<u>Equivalent Paid Hours</u>
3	12	112.50
4	16	150.00
5	20	187.50
6	24	225.00

4. Scheduling Objectives

The following scheduling objectives contained in the Collective Agreement shall apply to all Nurses working ten (10) hour tours as follows:

1. Nurses shall not be scheduled to work more than four **(4)** consecutive 9.375 hour tours. Should a Nurse work more than four **(4)** consecutive tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled.
2. At least 12 hours time off will be scheduled between tours
3. (a) Every second (2nd) weekend will be scheduled off unless otherwise agreed upon between the Hospital and the individual Nurse, or fifty percent (50%) of weekends (i.e., over a month, two [2] out of every four [4]) will be scheduled off if agreed upon by the Hospital and a group of Nurses.
 - (b) A Nurse will receive premium pay in accordance with Article 14.03 for all hours worked on a second (2nd) consecutive and subsequent 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 a Nurse has requested weekend work; or
 - iii) such weekend is worked as a result of an exchange of shifts with another Nurse.

4. Schedules will be posted two (2) weeks in advance for a four week period.
5. Scheduling objectives may be waived between December 15 and January 15, so that all Nurses shall receive at least four (4) consecutive days off which shall include either December 24, December 25, December 26 or December 31, January 1. This provision shall not apply to any area where Nurses normally work Monday to Friday or are not normally scheduled to work on a paid holiday.
6. Requests for changes in posted time schedules must be submitted in writing and co-signed by a Nurse willing to exchange days off or work tours.

5. Bereavement Leave

For the Nurses on ten (10) hour tours, reference to days under this Article shall mean three (3) days comprised of 9.375 paid hours.

6. Probationary Period

The probationary period for Nurses working ten (10) hour tours shall consist of fifty-two and a half (52 1/2) tours worked, which shall consist of 9.375 paid hours.

L-8

Self-Scheduling

1. The Union and the Hospital agree in principle to the concept of self-scheduling. Should the Hospital or the nurses wish to implement self-scheduling on a particular unit, they shall do so according to the following criteria, initially on a test basis through the Scheduling Committee:
 - (a) Eighty-five percent (85%) of the nursing staff must indicate by secret ballot their willingness to participate in self-scheduling prior to the commencement of the test. It is understood that there will be a separate vote conducted for full-time and part-time nurses.
 - (b) The test period shall be for six (6) months, after which the full-time and part-time nurses will again indicate by an eighty-five percent (85%) vote by secret ballot their desire to continue or discontinue self-scheduling.
 - (c) Nurses not wishing to participate, may, prior to the commencement of the test, indicate to the Head Nurse their intent not to participate in self-scheduling. Those nurses so indicating shall be scheduled by the Head Nurse before nurses participating in self-scheduling are

scheduled. Participation in the test is voluntary; however, once a decision is made to participate, the nurse remains committed to the test for the duration.

- (d) Nurses participating in self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
- (e) The self-scheduling schedules shall be submitted to the Head Nurse for review and approval to ensure that appropriate nursing coverage is maintained. The Head Nurse's approval of self-scheduling shall not be unreasonably withheld.
- (f) Self-scheduling may be cancelled by either the Hospital or the Union upon a minimum of eight **(8)** weeks' written notice to the other party.
- (g) Self-scheduling, including scheduling regulations, shall comply with all the provisions of the Collective Agreements in all respects.
- (h) In the event that self-scheduling is continued following the test, the Hospital and the Union shall meet prior to the end of the test period in order to discuss the terms of the continuation.
- (i) Prior to instituting self-scheduling on a continuing basis in a unit, the Union will be provided with a copy of the self-scheduling guidelines.

L-9

4 on 5 Off Scheduling Model

The Union and the Hospital agree in principle to the concept of the 4 on 5 Off Scheduling Model. Should the Hospital or the nurses wish to implement the 4 on 5 off scheduling model on a particular unit, they shall do so according to the following criteria, initially on a test basis through the Scheduling Committee.

- (a) A nurse working the '4 on 5 off eleven point two five (11.25) hours extended tour schedule shall receive three (3) weekends off in a nine (9) week schedule. Premium will be paid, (as per Article 14.03) for all hours worked on weekends in excess of six (6) in a nine **(9)** week schedule, save and except where:
 - i) The weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) The weekend is worked as a result of an exchange of tours with another nurse.

For the purpose of this section, a weekend shall be defined as any period of fifty-six (56) consecutive hours off work that includes Saturday and Sunday.

- (b) No more than four **(4)** consecutive extended shifts shall be scheduled. The four **(4)** consecutive shifts will consist of two (2) eleven and one-quarter (11.25) hour days immediately followed by two (2) consecutive eleven and one-quarter (11.25) hour nights followed by five (5) consecutive days off. Premium will be paid, as per Article 14.03, for a fifth (5th) tour and subsequent tours save and except where:
- i) The fifth (5th) extended tour is worked to satisfy specific requested days off requested by the nurse; or,
 - ii) The fifth (5th) extended tour is the result of an exchange with another nurse.
- (c) For part-time nurses, the four **(4)** consecutive extended tours must be followed by five (5) consecutive days off prior to returning to work a second (2nd) set of four (4) consecutive extended tours.
- (d) Full-time nurses working the '4 on 5 off' extended tour schedule shall be scheduled for an additional three (3) eleven and one-quarter (11.25) hour tours (except in the areas where there are seven and one-half (7.5) hour tours available, nurses will be scheduled an additional four **(4)** seven and one-half (7.5) hour tours). These additional shifts will be scheduled by the Hospital, during a nurse's five (5) days off, in each calendar year and will be paid at the nurse's regular straight time hourly rate of pay, regardless of any local or central provision that would provide for premium pay. Nurses working the "4 on 5 off" schedule with the additional tours set out in this paragraph, are considered to be full-time, as defined in the central provisions.

It is understood that job share lines will be entitled to the additional tours as outlined above.

L-10

Dual Full Time Shared Positions Within Programs

- (a) The Hospital, at its discretion, will create and post a full-time shared position with the hours worked between two departments;
- (b) The Hospital will schedule this position in accordance with the full-time scheduling provisions and this position will be considered full-time for all other purposes under the Collective Agreement.
- (c) The incumbent will receive orientation to both areas and on an ongoing basis **will** be offered in-services opportunities provided to both areas;
- (d) The Hospital will provide that the incumbent will be assigned to one area as their "home unit" and **he/she** will be assigned there for at least one full **week/8** weeks. If a nurse is to be reassigned in accordance with **E-21**, in one of the two areas where the resource nurse is

assigned, the resource nurse will be reassigned first. If the reassignment is to a different area the resource nurse will be treated as all other nurses in that unit;

- (e) The employee will request and receive vacation approval from their home unit. The same will apply to statutory holidays;
- (f) Dual Full-time Shared Positions have been established for ICU/Emergency and Obstetrics/Paediatrics. Any dual Full-time Shared Positions in other areas will have a trial period of six (6) months. New arrangements must be brought to the attention of the Union prior to posting. If it is found that the arrangement is not satisfactory to either party, the employee will be returned to the position they most recently held, if it still exists, or may exercise their bumping provisions under the Collective Agreement if it does not. Any employees who transferred as a result of the original vacancy will similarly be returned to their former positions.
- (g) The parties agree to review any ongoing issues that arise out of the development of this position.
- (h) For purposes of call-in the nurse in a Dual Full-time Shared Position will be called in accordance with her/his seniority for their "home unit" and for the secondary unit they shall be placed at the end of the call-in list. This process will also apply for purposes under Article G-12.
- (i) The dual unit positions may be discontinued in any unit when the hospital determines the following:
 - (i) causes adverse effects on patient care or
 - (ii) results in the inability to provide a workable staffing schedule or
 - (iii) results in other undesirable outcomes that are neither unreasonable or arbitrary.

ARTICLE M – VIOLENCE IN THE WORKPLACE

- M-1
- (a) The Hospital has zero tolerance for violence in the workplace. Zero tolerance for violence includes all acts of physical violence or verbally abusive behaviour (e.g. name calling or swearing).
 - (b) Violence is defined as any act of aggression, verbal or physical assault or threat. Assault is defined under Section 265 of the Criminal Code of Canada.
 - (c) Any nurse who has suffered violence or threat of violence should report this to the police as appropriate and to their immediate supervisor.
 - (d) Any nurse who suffers violence in the workplace will complete an employee

unusual occurrence form and submit it to their immediate supervisor who will forward the document to the Risk Manager of the Hospital for follow up with the Occupational Health and Safety Committee and the Union's representative.

- (e) When a nurse, in the exercise of their duties, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prosthesis), the Hospital shall provide, replace or repair upon claim by the employee to their supervisor their personal belonging.

Dated at _____, Ontario, this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

CAMBRIDGE MEMORIAL HOSPITAL

And:

ONTARIO NURSES ASSOCIATION

Re: Layoff – Part-time Employees

The Hospital and the Union have come to the following agreement with regards to the lay off of regular part-time employees at Cambridge Memorial Hospital:

- 1 To meet scheduling demands and agreed to local issues, the Hospital has the right to lay-off category A and category B regular part-time employees by category (in reverse order of seniority). Where category A part-time nurses are more senior the Hospital will endeavour to maintain as many such category A nurses as possible within the master schedule.
2. A category A part-time employee may bump a less senior category B part-time employee, providing they meet the requirements set out in Article 10 of the Central agreement. A category A nurse making such a "bump" will be affected as follows: The Nurse will:
 - i) maintain those benefits awarded to her consistent with the outstanding Burkett Arbitration on this issue,

- ii) meet the terms of a category B part-time employee as defined in local issues E-13, however, where extra tours become available she will be offered them up to her .7 commitment as her previous category A status prior to Article 10.09 (B) and (C) being invoked.
- iii) have recall back to a category A part-time position should such a position become vacant within twenty-four **(24)** months. Recall will be offered as per the Central language.

3. A category B part-time nurse may bump a category A part-time nurse, however, will only retain the rights of a category B part-time nurse.

Dated at _____, Ontario, this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

 Labour Relations Officer

 Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

CAMBRIDGE MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Locked Space for Nurses on Standby

The Hospital will make available locked space appropriate for sleeping for nurses scheduled for standby.

Dated at _____, Ontario, this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

 Labour Relations Officer

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

CAMBRIDGE MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Pilot Project for Part-Time Scheduling and Utilization of Availability Calendars

The parties agree that the Scheduling Committee will, during the term of this Collective Agreement, develop an availability calendar to be utilized in conjunction with Article E-14. Calendars will be utilized to document availability for additional shifts available above the commitment. The Pilot Project will include part-time nurses indicating their preference for working two (2) of three (3) shifts and if they are available to only work their .4 commitment or more.

This calendar will be trialed on one unit for six months. The Scheduling Committee will monitor the Pilot Project and determine its effectiveness for potential hospital-wide implementation.

Dated at _____, Ontario, this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

CAMBRIDGE MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Paid Professional Development

The Hospital shall establish policies and procedures for Paid Professional Development that will offer consistent opportunities for professional development throughout the organization.

The Hospital will provide the Professional Development Committee opportunity to review and have input into this Hospital Policy and Procedure prior to implementation.

Dated at _____, Ontario, this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

CAMBRIDGE MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Resource Nurse – Full-Time Position

The Parties agree as follows:

1. The Hospital, at its discretion, will create and post full-time Resource Nurse positions with the hours worked in the Hospital.
2. The Hospital will schedule this position in accordance with the full-time scheduling provisions and this position will be considered full-time for all other purposes under the Collective Agreement.
3. The incumbent will receive appropriate orientation to each area before being scheduled to another area. Exceptions will include a Resource Nurse floating to a different area when needed prior to their appropriate orientation. The parties will follow the reassignment guidelines.
4. The Hospital will determine the appropriate Manager to which the Resource Pool will report and the Hospital will inform the Bargaining Unit President of any change to the assigned Manager.
5. The Resource Nurse will be assigned to their own vacation group. The same will apply to statutory holidays.
6. Resource Nurses will be placed on a call-in list in order of their seniority as a group. This list will be utilized by the unit who is calling in staff only after staff on that unit have been offered the shifts unless overtime is incurred for unit staff, then the Resource Pool will be offered the shift first.
7. The parties agree to review any ongoing issues that arise out of the development of this position.
8. Cancellation of single or partial shifts shall be in accordance with Article 10.08 and 10.09.

Dated at _____, Ontario, this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

Bargaining Unit President

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LETTER OF UNDERSTANDING

Between:

CAMBRIDGE MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Article **13.04** Weekend Schedule

The parties agree to continue a Weekend Schedule as per Article **13.04** of the Collective Agreement.

1. An individual nurse may come forward requesting a Weekend Worker position or the Hospital may post for a weekend worker position.
2. The nurses will be scheduled for **11.25** hour shifts, balancing over a three (3) week period an average of thirty (30) hours each week. They will rotate between Days and Nights. The third **11.25** hour shift will normally be scheduled on the Friday unless a paid holiday falls on the Monday in which case the **11.25** hour shift may be scheduled on the holiday.
3. If a 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. Any balance remaining in the given year will be paid out to the nurse. If a weekend worker transfers to a part-time position or terminates employment all vacation/holiday credits will be paid out.
4. Should the parties decide to discontinue the unit weekend schedule, either party will provide a minimum of eight (8) weeks notice.
5. The current weekend worker positions in ICU and Emergency will continue with no trial period. Should additional weekend worker positions be introduced in ICU or Emergency, in accordance with 1. above then there will be a trial period of six (6) months.

Any weekend worker positions in any other area will have a trial period of six (6) months.

If at the end of the trial period, the Parties decide to discontinue the weekend worker arrangement, the incumbents will return to their previously held positions.

6. It is expected that from time to time the weekend worker may need to be scheduled on weekdays to attend necessary in-service programs.

Dated at _____, Ontario, this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

Bargaining Unit President
