

## **COLLECTIVE AGREEMENT**

**Between:**

**KIRKLAND AND DISTRICT HOSPITAL  
(Hereinafter called the "Hospital")**

**And:**

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

**EXPIRY: MARCH 31, 2001  
(Full-time/Part-time)**

Where the parties cannot agree on whether a superior condition continues to have application, the issue will be reduced to a grievance and referred to arbitration.

- 21.02** The Association and the Participating Hospitals agree to establish a committee consisting of ~~two~~ (2) representatives of the Association and ~~two~~ (2) representatives of the Participating Hospitals to review the superior conditions appendices in each of the participating hospitals. This committee will report to their respective negotiating committees prior to the next round of central negotiations.

## ARTICLE 22 - DURATION

- 22.01** This Agreement shall continue in effect until March 31, 2001 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 22.02** Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 22.03** If notice of amendment or ~~termination~~ is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04** Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the Participating Hospitals and the Ontario Nurses' Association will meet to determine the procedures to be followed.

## ARTICLE 23

- 23.01** Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding
1. Joint Central Committee
  2. Payment for Bargaining Unit President
  3. Professional Responsibility Complaint
  4. Joint Benefits Review Sub-committee
- Appendix ■ - O.N.A. Grievance **Form**

- Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons**
- Appendix 3 - Salary Schedule**
- Appendix 4 - Superior Conditions- If Any**
- Appendix 5 - Appendix of Local Provisions**
- Appendix 6 - O.N.A. Professional Responsibility Complaint Form**



83  
**ONTARIO NURSES ASSOCIATION**  
**ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO**  
**GRIEVANCE REPORT / RAPPORT DE GRIEF**

**APPENDIX 1**



ONA LOCAL  
SECTION LOCALE  
DE L'AIO

GRIEVOR  
PLAIGNANTE

DEPARTMENT  
SERVICE

EMPLOYER  
EMPLOYEUR

GRIEVANCE NO.  
N° DU GRIEF

STEP  
ÉTAPE

1.  
2.  
3.

DATE SUBMITTED TO EMPLOYER  
DATE DE SOUMISSION À L'EMPLOYEUR

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT

SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ

SIGNATURE OF GRIEVOR:  
SIGNATURE DE LA PLAIGNANTE:

SIGNATURE OF ASSOCIATION REP:  
SIGNATURE DE LA REP. DE L'AIO:

STEP  
ONE

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE RECEIVED FROM THE UNION:  
DATE DE RÉCEPTION DU SYNDICAT:

PREMIÈRE  
ÉTAPE

DATE SUBMITTED TO THE  
DATE DE SOUMISSION AU

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE  
SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR



DATE RECEIVED BY THE UNION:  
DATE DE RÉCEPTION PAR LE SYNDICAT

STEP  
TWO

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE RECEIVED FROM THE UNION:  
DATE DE RÉCEPTION DU SYNDICAT

DEUXIÈME  
ÉTAPE

DATE SUBMITTED TO THE UNION  
DATE DE SOUMISSION AU SYNDICAT

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE  
SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR



DATE RECEIVED BY THE UNION:  
DATE DE RÉCEPTION PAR LE SYNDICAT

STEP  
THREE

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE RECEIVED FROM THE UNION:  
DATE DE RÉCEPTION DU SYNDICAT

TROISIÈME  
ÉTAPE

DATE SUBMITTED TO THE UNION:  
DATE DE SOUMISSION AU SYNDICAT

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE  
SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR



DATE RECEIVED BY THE UNION:  
DATE DE RÉCEPTION PAR LE SYNDICAT

ON-09 REV. 01/2000

DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR  
DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE

APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

- |  |  |
|--|--|
| <p>1. Lynne Taylor<br/>Vice President<br/>Patient Services<br/>Queensway-Carleton Hospital<br/>Ottawa</p>  | <p>5. Mrs. Maxine Pastirik<br/>Niagara College of Applied Arts<br/>&amp; Technology<br/>Welland</p>                            |
| <p>2. Mrs. Patricia Lang<br/>Vice-President, Academic<br/>Georgian College<br/>Barrie</p>  | <p>6. Ms. Darlene Steven<br/>Associate Professor<br/>School of Nursing<br/>Lakehead University<br/>Thunder Bay</p>             |
| <p>3. Ms. Louise Lemieux-Charles<br/>Asst. Prof. &amp; Program Director<br/>HMRU, Dept. of Health Admin.<br/>Faculty of Medicine<br/>University of Toronto<br/>Toronto</p> | <p>7. Pat Hall<br/>Principal Chair<br/>Seneca College<br/>Toronto</p>  |
| <p>4. Ms. Patricia Mandy<br/>Vice President, Community Health<br/>Hamilton Health Sciences Centre<br/>Hamilton</p>   | <p>8. Ms. Donna Tremblay<br/>Dean, Health Sciences<br/>Sault College of Applied Arts &amp; Technology<br/>Sault Ste. Marie</p> |

## LETTERS OF UNDERSTANDING

### **Short Shifts, Modified Work, Job Sharing and Payment for Bargaining Unit President**

The parties agree that the issues of short shifts (including the issue of premium payments for hours worked after scheduled hours on short shifts), modified work and job sharing are local issues.

Any issues around payment for a Bargaining Unit President or designate including payment to attend joint Employer Union meetings outside of their regularly scheduled hours are local issues.

\*\*\*\*\*

### **Joint Central Committee**

The parties agree to form a Joint Central Committee to discuss issues of mutual interest and benefit to the Hospitals and the Association. The Committee will discuss issues including but not restricted to a Clinical Advancement System for nurses and support for new graduates entering the nursing profession.

\*\*\*\*\*

### **Letter to Hospitals of Ontario Pension Plan (HOOPP) Regarding Surplus for Retirees' Benefits**

The parties hereby request that the Hospitals of Ontario Pension Plan (HOOPP) explore ways and means whereby the pension plan's **surplus** may be utilized to fund benefits (EHC, Dental, Life and Semi-Private) for retired nurses.

\*\*\*\*\*

### **Re: Joint Benefits Review Sub-committee**

The parties agree to refer the following matters to the Benefits Review Sub-committee referenced in Article 17.09:

- i) the maximum age dependents eligible for benefit coverage;
- ii) the terms and application of the Hospitals of Ontario Disability Income Plan brochure(s) currently in effect;
- iii) Consideration of alternative options for sick leave provision.

The Committee will undertake to meet within six (6) months of the date of ratification.

\*\*\*\*\*

### **Re: Professional Responsibility clause**

The parties hereby agree to meet within six (6) months of ratification/award to update the list of professional Responsibility Assessment Committee Chairpersons, to discuss possible revisions to Appendix 6 and to discuss the guidelines for the Chair of the Professional Responsibility Assessment Committee.

DATED AT TORONTO, ONTARIO, THIS 31ST DAY OF MARCH 2000.

FOR THE ASSOCIATION

Dan Anderson  
Linda Haslam-Stroud  
Lesley Bell  
Linda Lachance  
Barb Wahl  
Donna Bain  
Sylvia Blanchard  
Jo Anne Shannon  
Valerie MacDonald  
Debbie McCrank  
Carolyn Prepp  
Catherine Iles-Peck  
Marjorie Calvin  
Elizabeth Dewar  
Lawrence Walter  
Judith McIlwaine

FOR THE HOSPITALS

Robert J. Bass  
Maureen Bedek  
Garry Cardiff  
Ruth Dixon  
Marilyn Travaglini  
Sue Graham  
Bernie D. Schmidt  
Joan Edwards  
Sylvia Halliday  
Bronwen Morgan  
Ursula Verstraete  
Richard Kelly  
Judith Skelton-Green  
Randy Belair  
Dan McPherson

DATED at Killarney Lake ONTARIO, this 19<sup>th</sup> day of Dec. 2000

**FOR THE HOSPITAL**

[Signature]  
[Signature]  
Steve Dorton  
[Signature]  
[Signature]

**FOR THE UNION**

[Signature]  
Monika Schellenberg  
[Signature]  
B.T. Hannel



**LOCAL ISSUES**

**To The:**

**COLLECTIVE AGREEMENT**

**Between:**

**KIRKLAND AND DISTRICT HOSPITAL  
(Hereinafter called the "Hospital")**

**And:**

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

**EXPIRY: MARCH 31, 2001  
(Full-time/Part-time)**

# INDEX

| ARTICLE    | TITLE   | PAGE |
|------------|---|------|
| Appendix 3 | Salary Rates:   |      |
|            | Registered Nurse.....                                       | L1   |
|            | Graduate Nurse .....  | L2   |
| Appendix 4 | Superior Benefits.....                                      | L3   |
| Appendix 5 | Local Issues:   |      |
| A          | Recognition and Definitions.....                            | L4   |
| B          | Management Rights.....                                      | L4   |
| C          | Union Security.....   | L4   |
| D          | Representation and Committees.....                          | L5   |
| E          | Seniority.....  | L5   |
| F          | Leave for Union Business .....                              | L5   |
| G          | Hours of Work .....   | L5   |
| H          | Paid Holidays.....  | L11  |
| I          | Vacations .....   | L12  |
| J          | Bulletin Board.....   | L12  |
| K          | Pre-paid Leave Plan.....                                    | L12  |
| L          | Job Sharing.....  | L12  |
| M          | WSIB/Modified Work Programme.....                           | L14  |
| N          | Lieu Time .....   | L14  |
| O          | Parking.....  | L14  |
| P          | Miscellaneous.....  | L14  |
|            | Signing Page.....   | L15  |
|            | Letter of Understanding– Part-time Scheduling Problems..... | L16  |

**APPENDIX 3****I & DIST HOSPITAL****SALARY RATES**

| <b>REGISTERED NURSE</b> |                                       |                |                                |                |
|-------------------------|---------------------------------------|----------------|--------------------------------|----------------|
|                         | <b>Effective April 1, 1998</b>        |                | <b>Effective April 1, 1999</b> |                |
|                         | <b>HOURLY</b>                         | <b>MONTHLY</b> | <b>HOURLY</b>                  | <b>MONTHLY</b> |
| <b>START</b>            | 18.67                                 | 3033.88        | 19.04                          | 3094.00        |
| <b>1 YEAR</b>           | 19.60                                 | 3185.00        | 20.00                          | 3250.00        |
| <b>2 YEARS</b>          | 20.38                                 | 3311.75        | 20.79                          | 3378.38        |
| <b>3 YEARS</b>          | 21.45                                 | 3485.63        | 21.88                          | 3555.50        |
| <b>4 YEARS</b>          | 22.51                                 | 3657.88        | 22.96                          | 3731.00        |
| <b>5 YEARS</b>          | 23.58                                 | 3831.75        | 24.05                          | 3908.13        |
| <b>6 YEARS</b>          | 24.92                                 | 4049.50        | 25.42                          | 4130.75        |
| <b>7 YEARS</b>          | 26.24                                 | 4264.00        | 26.77                          | 4350.13        |
| <b>8 YEARS</b>          | 27.58                                 | 4481.75        | 28.13                          | 4571.13        |
| <b>9 YEARS</b>          | 28.93                                 | 4701.13        | 29.51                          | 4795.38        |
|                         |                                       |                |                                |                |
|                         | <b>Effective Date of Ratification</b> |                | <b>Effective April 1, 2000</b> |                |
|                         | <b>HOURLY</b>                         | <b>MONTHLY</b> | <b>HOURLY</b>                  | <b>MONTHLY</b> |
| <b>START</b>            | 20.00                                 | 3250.00        | 20.50                          | 3331.25        |
| <b>1 YEAR</b>           | 20.79                                 | 3378.38        | 21.31                          | 3462.88        |
| <b>2 YEARS</b>          | 21.88                                 | 3555.50        | 22.43                          | 3644.88        |
| <b>3 YEARS</b>          | 22.96                                 | 3731.00        | 23.54                          | 3825.25        |
| <b>4 YEARS</b>          | 24.05                                 | 3908.13        | 24.66                          | 4007.25        |
| <b>5 YEARS</b>          | 25.42                                 | 4130.75        | 26.05                          | 4233.13        |
| <b>6 YEARS</b>          | 26.77                                 | 4350.13        | 27.44                          | 4459.00        |
| <b>7 YEARS</b>          | 28.13                                 | 4571.13        | 28.84                          | 4686.50        |
| <b>8 YEARS</b>          | 29.51                                 | 4795.38        | 30.24                          | 4914.00        |

| GRADUATE NURSE |                         |         |                         |         |
|----------------|-------------------------|---------|-------------------------|---------|
|                | Effective April 1, 1998 |         | Effective April 1, 2000 |         |
|                | HOURLY                  | MONTHLY | HOURLY                  | MONTHLY |
| START          | 17.97                   | 2920.13 | 18.33                   | 2978.63 |
| 1 YEAR         | 18.84                   | 3061.50 | 19.22                   | 3123.25 |
|                |                         |         |                         |         |
|                |                         |         | Effective April 1, 2000 |         |
|                |                         |         | HOURLY                  | MONTHLY |
|                |                         |         | MONTHLY                 | HOURLY  |
|                |                         |         | 3123.25                 | 3201.25 |

NOTE 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

**APPENDIX 4**

**Appendix on Superior Benefits**

The parties recognize that no superior benefits, rights, privileges, practices, terms or conditions of employment flow from the central agreement.

APPENDIX 5ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Hospital recognizes that in accordance with the "Certificate" issued by the Ontario Labour Relations Board and dated at Toronto on the 14th day of October, 1981 the Ontario Nurses' Association is the bargaining agent of all registered and graduate nurses employed in a nursing capacity by Kirkland and District Hospital, in Kirkland Lake, Ontario, save and except Clinical Program Leader and persons above the rank of Clinical Program Leader.
- A-2 The term "immediate supervisor" shall mean the first level of supervision excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline employees provided that a claim by an employee that ~~she/he~~ has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this agreement;
  - (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.
- B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE C - UNION SECURITY

- C-1 The interview period as provided for in Article 5.06 will be scheduled during the employee's probationary period.

## ARTICLE D - REPRESENTATION ~~A~~ ~~11~~

D-1 The parties agree that employee representatives and committee members may be from either the full-time or part-time bargaining unit and shall represent both bargaining units. It is understood that the total number of employees as Nurse Representatives or committee members shall not exceed the following:

- (a) Nurse Representatives - three (3) Nurse Representatives.
- (b) Grievance Committee - three (3) employees - of whom no more than two (2) (1 full-time, 1 part-time) shall be from any one unit.
- (c) Hospital-Union Committee - three (3) employees -of whom no more than two (2) (1 full-time, 1 part-time) shall be from any one unit.
- (d) Negotiating Committee - up to three (3) employees - of whom no more than two (2) (1 full-time, 1 part-time) shall be from any one unit.
- (e) Certified Worker - one (1) certified ONA member.
- (9) Professional Development Committee - 2 members.

## ARTICLE E - SENIORITY

E-1 A copy of the current seniority list as provided for in Article 10.02 shall be provided in April and October of each year. A copy of a current seniority list will be provided to the Union at any Notice of Layoff.

## ARTICLE F - LEAVE FOR UNION BUSINESS

F-1 As provided for in Article 11.02 the cumulative total leave of absence for all employees, including full-time and part-time employees, shall be forty (40) days during the calendar year subject to the following conditions:

- i) the Union will notify the Hospital in writing two (2) weeks in advance of the requested leave, whenever possible;
- ii) no more than two (2) employees shall be absent at any one time and not more than one (1) from any one unit.

## ARTICLE G - HOURS OF WORK

G-1 Scheduling Regulations – 7½ Hour Tours

- (a) There shall be relief periods in accordance with Article 13.01 (b).
- (b) Shift schedules shall be posted two (2) weeks in advance and shall cover a six (6) week period. Requests will be considered if submitted one (1) week prior to posting.
- (c) A request by an employee for a change in the posted shift schedule must be submitted for approval. Such request will not be unreasonably withheld.

Requests must be in writing and co-signed by the employee willing to make the exchange. Such exchange shall not in any event result in additional cost to the Employer.

- (d) No split tours will be scheduled.
- (e) An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third and subsequent consecutive weekend save and except where:
  - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of tours with another employee.
  - (iv) An employee is entitled to one ~~(1)~~ weekend off in three (3).

\_\_\_\_\_ n of a ek

For the purpose of this section a weekend shall be defined as a period of sixty-four (64) consecutive hours from the completion of the employee's Friday day shift.

- (9) At least sixteen (16) hours shall be scheduled off between shift changes. A shorter period of time may be agreed upon by mutual consent.
- (g) The Employer will schedule five (5) consecutive days off at either Christmas or New Year's in alternate years, unless otherwise mutually agreed. Six (6) or more consecutive days off will be scheduled where it is possible to do so. Such time to include Christmas Eve day, Christmas Day and Boxing Day or New Year's Eve day, New Year's Day and January 2nd (until 1530 hours). Each employee will be advised of their time off six (6) weeks in advance.

This provision will not apply to areas where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays.

The scheduling provisions in Article G-1 will be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling.

- (h) Night shift is the first shift of the day.

FULL-TIME ONLY

- (i) A full-time employee will be scheduled off at least twelve (12) days in a six week period.  
A minimum of split days off will be scheduled.
- (j) An employee will not be scheduled to work more than seven (7) consecutive days, unless by request of or agreement by the employee.



- (k) At least forty-eight **(48)** hours time off shall be scheduled following the night shift when changing schedules to either the day shift or the evening shift.
- (l) A full-time employee will not be required to change shifts more than once during a work week.
- (m) Full-time employees will be available to work all three shifts (nights, days and evenings). Individual shift preferences will be considered, e.g. days and evenings or days and nights. No more than **two** consecutive weeks shall be scheduled on any one shift unless otherwise mutually agreed.
- (n) Where an employee normally rotates shifts, at least one-half of **her/his** tours shall be scheduled on the day shift unless otherwise mutually agreed.
- (o) Should the Hospital breach the scheduling regulations in Article G-1 (d) **(9)** (j) and (k), premium pay **as** provided for in Article 14.03, will be paid to the **employee(s)** save and except where:
  - (i) such work was requested by the employee to satisfy specific days off requested by the employee.

#### PART-TIME ONLY

- (p) Regular ~~part-time~~ ~~unit~~

A regular part-time employee's commitment to be available will include:

- i) available to work at least three (3) tours per week;
  - ii) available to work **two** (2) weekends out of three (3), if required;
  - iii) available to work all three (3) shifts (nights, days and evenings). Individual shift preferences will be considered, e.g., days and evenings or days and nights;
  - iv) available to work as scheduled for at least five **(5)** tours at either Christmas or New Year's.
- (q) i) The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule on that unit.
  - ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no employee will exceed **her/his** commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
  - iii) Where all regular part-time employees have been given the opportunity to work up to their committed tours in the posted schedule and in accordance with 10.09, extra tours will then be offered to regular part-time employees on the basis ~~of~~ seniority.
  - iv) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis ~~of~~ seniority.

- (r) At least forty-eight **(48)** hours time off shall be scheduled following three **(3)** or more consecutive night tours when changing schedules to either the day shift or the evening shift.
- (s) Whenever possible and where an employee normally rotates shifts, at least half of her/his tours shall be scheduled on the day shift.
- (t) Should the Hospital breach the scheduling regulation in Article G-1 (d), **(9)** and (k), premium pay as provided for in Article 14.03 will be paid to the employee(s) save and except where:
  - (i) such work was requested by the employee to satisfy specific days off requested by the employee.

G-2 Scheduling Regulations - Extended Tour FULL-TIME/PART-TIME

- (a) Introduction and Discontinuance of Extended Tours
  - (1) Extended tours shall be introduced into any unit when;
    - i) eighty percent **(80%)** of the employees in the unit **so** indicate by secret ballot; and
    - ii) the hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - (2) Extended tours may be discontinued in any unit when;
    - i) fifty-five percent **(55%)** of the employees in the unit **so** indicate by secret ballot; or
    - ii) the hospital because of:
      - (a) adverse effects on patient care,
      - (b) inability to provide a workable **staffing** schedule,
      - (c) financial constraints,

states its intention in writing to the Union to discontinue the extended tours.
  - (3) When written 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 extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are **so** amended.

- (4) There will be an ongoing evaluation of the extended tour in each unit.

It is understood that the implementation of extended tours will be on a trial period for six (6) months. At the completion of the trial period a second vote will be taken in accordance with (a)(1) i).

- (b) There shall be relief periods in accordance with Article 13.01 (b).
- (c) A request by an employee for a change in the posted shift schedule must be submitted for approval. Such request will not be unreasonably withheld. Requests must be in writing and co-signed by the employee willing to make the exchange. Such exchange shall not in any event result in additional cost to the Employer.
- (d) No more than ~~two~~ (2) consecutive weeks will be scheduled on the night tour unless mutually agreed.
- (e) i) An employee will be scheduled off every second weekend as a weekend ~~off~~.
- ii) An employee will receive premium pay ~~as~~ provided for in Article 14.03 for all hours worked on a second weekend and subsequent consecutive weekend save and except where:
1. such weekend has been worked by the employee to satisfy specific days ~~off~~ requested by the employee; or
  2. such employee has requested weekend work; or
  3. such weekend is worked as the result of an exchange of tours with another employee.
- iii) Definition of a Weekend
- For the purpose of this section a weekend shall be defined as a period of sixty (60) consecutive hours from the completion of the Friday day shift until the beginning ~~of~~ the Monday day shift.

- (9) The Employer will schedule five (5) consecutive days off at either Christmas or New Year's in alternate years, unless otherwise mutually agreed. Six (6) or more consecutive days ~~off~~ will be scheduled where it is possible to do ~~so~~. Such time to include Christmas Eve day, Christmas Day and Boxing Day or New Year's Eve day, New Year's Day and January 2nd (until 1930 hours). Each employee will be advised of their time off six (6) weeks in advance.

The scheduling provisions in Article G-2 will be waived between December 15 and January 15 to provide for Christmas and ~~New~~ Year's scheduling.

- (g) Shift schedules shall be posted ~~two~~ (2) weeks in advance and shall cover a six (6) week period. Requests will be considered if submitted one (1) week prior to posting.

FULL-TIME

- (h) Whenever possible and where an employee normally rotates shifts, at least half of her/his tours shall be scheduled on the day shift averaged over a twelve **(12)** week schedule.
- (i) Shift work on weekends will be equally distributed over a twelve (12) week schedule.
- (j) At least **forty-eight (48)** hours time off shall be scheduled following the night tour when changing schedules to the day tour.
- (k) Should the Hospital breach the scheduling regulations in Article G-2 (d) (j), premium pay, as provided for in Article **14.03** will be paid to the employee(s) save and except where:
  - i) such work was requested by the employee to satisfy specific days off requested by the employee.
- (l) No more than three **(3)** consecutive tours will be scheduled.

PART-TIME(m) Regular Part-time Commitment

A regular part-time employee's commitment to be available will include:

1. available to work at least twelve **(12)** tours in a six (6) week period;
  2. available to work three **(3)** weekends in a six (6) week period;
  3. available to work as scheduled for four **(4)** tours at either Christmas or New Year's.
- (n) i) The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule on that unit.
  - ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
  - iii) Where all regular part-time employees have been given the opportunity to work up to their committed tours in the posted schedule, extra tours will then be offered to regular part-time employees on the basis of seniority.
  - iv) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.
  - v) An error in the above mechanism for shift distribution initiated by a local member will be resolved by offering the aggrieved employee a shift as an extra employee at a time agreeable to the employee. Such shift will not result in premium payment.

An error in the above mechanism for shift distribution initiated by the Employer will result in the aggrieved employee being paid and receiving seniority for the missed shift.

- (o) No more than three (3) consecutive tours will be scheduled unless the nurse requests otherwise.
  - (p) If the regular part-time employee is scheduled for two (2) or more consecutive night tours, at least forty-eight (48) hours time ~~off~~ shall be scheduled following the night tour when changing schedules to the day tour, unless the employee requests otherwise.
  - (q) Should the Hospital breach the scheduling regulations in Article G-2 (o), premium pay as provided for in Article 14.03 will be paid to the employee(s) save and except where:
    - i) such work was requested by the employee to satisfy specific days off unless requested by the employee.
  - (r) An employee will not be required to change shifts more than once during a work week.
  - (s) Whenever possible and where an employee normally rotates tours, at least half of her/his tours will be scheduled on the day tour.
  - (t) Whenever possible there will be equal distribution of shift work amongst the regular part-time employees.
- G-3 The Hospital agrees to discuss with the involved unit and the Hospital-Union Committee any proposed changes to the schedules.

#### ARTICLE H - PAID HOLIDAYS

H-1 The designation of paid holidays under Article 15.01 is as follows:

|                   |                     |
|-------------------|---------------------|
| New Year's Day    | Labour Day          |
| Good Friday       | Thanksgiving Day    |
| Easter Monday     | Christmas Day       |
| Victoria Day      | Boxing Day          |
| Canada Day/July 1 | Employee's Birthday |
| Civic Holiday     | Remembrance Day     |

- H-2 Where a full-time employee is entitled to a lieu day under Article 15.04 or 15.05, such day off must be taken within thirty (30) days before or after the holiday unless otherwise mutually agreed or payment shall be made in accordance with 15.03.
- H-3 A tour that begins or ends during the twenty-four (24) hour period of a holiday where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

## ARTICLE I - VACATIONS

- I-1 The date for determining vacation entitlement shall be March 31.
- I-2 Vacations shall be scheduled as follows:
- (a) All requests for vacations must be submitted by March 15 of each year.
  - (b) The Hospital shall grant vacation requests subject to the staffing requirement of the Hospital.
  - (c) In scheduling vacation requests, preference will be given to employees in accordance with their seniority provided the employee exercises this right by the date established in (a) above, after which time vacation requests will be scheduled on a first come, first served basis.
  - (d) Vacations will not normally be scheduled for the period from December 15 to January 15.
  - (e) A vacation schedule shall be posted by May 1st of each year listing all requested vacations for the vacation year.
  - (f) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
  - (g) An employee will be scheduled off for the Saturday and Sunday following a vacation that terminates on a Friday.

## ARTICLE J - BULLETIN BOARD

- J-1 The Hospital will provide bulletin board space for the posting of notices related to Union business.
- J-2 Meeting notices may be posted on each floor at the nurses' station. All such notices shall be approved by the Clinical Program Leader or her/his designate. Such approval will not be unreasonably withheld.

## ARTICLE K - PRE-PAID LEAVE PLAN

- K-1 One ~~C~~ employee (full-time or part-time) on each nursing unit may be absent on pre-paid leave at any one time.

## ARTICLE L - JOB SHARING

- L-1 If the Hospital 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:
1. Job sharing request with regard to full-time positions shall be considered on an individual basis.

2. The total hours initially scheduled for the job sharing arrangement shall equate to that of a full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the **two (2)** employees and the Clinical Program Leader of the Unit.
3. The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
4. Each job sharer may exchange shifts with **her/his** partner, as well as with other employees as provided by the **Collective** Agreement.
5. The **job** sharers involved **will** have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
6. Coverage:
  - (a) It is expected that both job sharers will cover each other's incidental illnesses. 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 their partner in the case of prolonged or extended absences.  
  
Job sharers can do extra part-time shifts in order of seniority. Job sharers can be pre-booked for extra shifts except on their partners scheduled shifts.
  - (b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:  
  
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 unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

#### Implementation

7. Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
8. Any incumbent full-time employee 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.
9. 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 shared position must revert to **a** full-time position. The remaining employee will have the option **of** continuing the full-time position or reverting to a part-time position for which **she/he** is qualified. If **she/he** does not continue full-time, the position must be posted in accordance with the Collective Agreement.

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 M - WORKPLACE SAFETY AND INSURANCE BOARD/MODIFIED WORK PROGRAM

- M-1 (a) The Hospital will notify the President of the Local Nurses' Union of the names of all employees who go off work due to a work related injury or when an employee 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 Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the employee with a copy of the WSIB (Workplace Safety and Insurance Board) Form 7 at the same time as it is sent to the Board.

ARTICLE N - LIEU TIME

- N-1 In accordance with Article 14.09 of the Central Document, where a full-time employee chooses equivalent time off, such time off must be taken at a mutually agreeable time within sixty (60) days of the worked overtime at the employee's request or the lieu time will be paid out to the employee.

ARTICLE O - PARKING

- O-1 The Hospital will charge the following rates:

\$13.30/pay for full-time  
\$ .20/hour for part-time

Prior to any changes in these rates, the proposed changes will be discussed at the Association/Hospital Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

ARTICLE P - MISCELLANEOUS

- P-1 Temporary full-time vacancies of over six (6) months, will be reviewed by both parties and if mutually agreed, full-time nurses will be considered for these vacancies in accordance with Article 10.06 (d) on the same basis as regular part-time nurses.



DATED AT KIRKLAND LAKE, ONTARIO THIS 19<sup>th</sup> DAY OF Dec., 2000.

FOR THE EMPLOYER

[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE UNION

[Signature]  
Labour Relations Officer  
Monika Schallenberg  
[Signature]  
B.T. Harnish

LETTER OF UNDERSTANDING

Between:

KIRKLAND & DISTRICT HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

RE: Part-time Scheduling Problems

The Parties agree to the following in order to improve present scheduling problems:

1. Amend Job Sharers Article L.6 (A) Coverage

Job sharers can do extra part-time shifts in order of seniority. Job sharers can be pre-booked for extra shifts except on their partners scheduled shifts.

2. Shifts that need to be filled in advance will be done so under the following parameters:

i) Shifts available more than seven (7) days in advance:

the part-time nurse called by seniority if not reached has forty-eight (48) hours to return call

ii) Shifts available more than forty-eight (48) hours but less than seven (7) days:

Part-time nurse called by seniority if not reached has twenty-four (24) hours to return call.

NOTE: For i) and ii) above, regular part-time Nurses offered hours and refusing, will have these counted towards their part-time commitment.

iii) Shifts available with more than twenty-four (24) hours, but less than forty-eight (48) hours:

Part-time nurse called by seniority if not reached has four (4) hours to return call.

iv) Shifts available with less than twenty-four (24) hours:

A call placed is a tour offered.

3. Shift exchanges under article G-1 (c), G-2 (c) and L-1 (4) will be filled out in accordance with a protocol developed by the Hospital-Association Committee.

... /2

Letter of Understanding  
RE: Part-time Scheduling Problems  
Page 2

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To be reviewed in seven (7) months.

DATED AT KIRKLAND LAKE, ONTARIO THIS 19<sup>th</sup> DAY OF Dec., 2000.

FOR THE EMPLOYER

[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE UNION

[Signature]  
Labour Relations Officer  
Monika Schallenberg  
[Signature]  
B.T. Harnish