

**APPENDICES TO THE  
COLLECTIVE AGREEMENT**

Between:

**CHILDREN'S HOSPITAL OF EASTERN ONTARIO**  
(Hereinafter referred to as "the Hospital")

And:

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

12153 (05)

Expiry Date: March 31, 2006

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**APPENDIX 3 – SALARY SCHEDULE**Hourly RatesGraduate Nurse

	Effective <u>April 1, 2004</u>	Effective <u>April 1, 2005</u>	Effective <u>January 1, 2006</u>
Start	22.31	22.98	22.98
1 Year	23.22	23.91	23.91
2 Years	24.40	25.13	25.13
3 Years	25.61	26.37	26.37
4 Years	26.83	27.64	27.64
5 Years	28.33	29.17	29.17
6 Years	29.82	30.71	30.71
7 Years	31.33	32.27	32.27
8 Years	33.51	34.51	34.51
25 Years			35.20

Hourly RatesRegistered Nurse

	Effective <u>April 1, 2004</u>	Effective <u>April 1, 2005</u>	Effective <u>January 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	29.38	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			36.52

Hourly RatesClinical Leader/ Clinical Educator

	<u>Effective April 1, 2004</u>	<u>Effective April 1, 2005</u>	<u>Effective January 1, 2006</u>
Start	24.02	24.74	24.74
1 Year	24.97	25.72	25.72
2 Years	26.31	27.10	27.10
3 Years	27.11	27.92	27.92
4 Years	28.96	29.83	29.83
5 Years	30.59	31.51	31.51
6 Years	32.24	33.21	33.21
7 Years	33.86	34.87	34.87
8 Years	36.20	37.29	37.29
25 Years			38.04

Hourly RatesPerinatal Education Co-ordinator/ Neonatal Advanced Nurse

	<u>Effective April 1, 2004</u>	<u>Effective April 1, 2005</u>	<u>Effective January 1, 2006</u>
Start	25.40	26.16	26.16
1 Year	26.49	27.29	27.29
2 Years	27.95	28.79	28.79
3 Years	29.43	30.31	30.31
4 Years	30.89	31.82	31.82
5 Years	32.68	33.66	33.66
6 Years	34.47	35.51	35.51
7 Years	36.21	37.30	37.30
8 Years	38.74	39.90	39.90
25 Years			40.70

**APPENDIX 4 - SUPERIOR CONDITIONS**

(Applies to Full-time Registered Nurses only)

Education Allowance

Registered Nurse shall receive recognition for educational preparation:

- |    |     |  |          |
|----|-----|--|----------|
| *  | (a) | Six months Post Graduate Nursing Course<br>or Nursing Unit Administration Course | \$ 15.00 |
| ** | (b) | One year University Course   | \$ 40.00 |
|    | (c) | B. Sc.N. Degree  | \$ 80.00 |
|    | (d) | Master's Degree – Nursing  | \$120.00 |

\* The special preparation payment will be made only to those employed in a capacity utilizing this course.

\*\* A one year university course shall be recognized only if it is a full time year completed toward the B.Sc.N. Degree, or if it is a Nursing course in which a certificate or diploma is granted.

The Hospital will pay the above mentioned monthly increments providing:

- i) Proof of standing must be submitted by the Registered Nurse to the Hospital
- ii) There shall be no pyramiding of benefits
- iii) Payment of the increment shall commence at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired Registered Nurse who is qualified for an educational increment on her date of hiring shall be paid from that date.
- iv) The allowance shall be separate from the registered nurse regular hourly rate, shall be calculated on an hourly basis, and shall be paid each pay period.

Example:  $\$80 \times 12 =$  annual allowance divided by 1950 = hourly education bonus rate in dollars.

## APPENDIX 4 - SUPERIOR CONDITIONS

(Applies to Part-time Registered Nurses only in accordance with the note to Article 15.08 of the Central Agreement)

### Paid Holidays

- (a) i) If a part-time Registered Nurse was employed and worked for twelve (12) of twenty-eight (28) days immediately preceding the statutory holiday, but does not work the statutory holiday, she will receive regular pay for that statutory holiday provided she completes her full scheduled tour on each of the working days immediately preceding and following the statutory holiday. When regular scheduled hours vary, payment will be based on the average number of hours worked in the preceding twenty-eight (28) day period, not to exceed seven and one-half (7.5) hours paid at regular rates of pay.
- ii) Part-time Registered Nurses scheduled to work extended hours (11.25) shall be paid for the statutory holiday not worked if a total of ninety (90) hours or more have been worked in the preceding twenty-eight (28) days. Registered nurses will be paid their regular rate for seven and one-half (7.5) hours under the same terms and conditions for payment as stated in (a)(i) above.
- (b) i) A regular part-time Registered Nurse who has successfully completed her probationary period is entitled to the paid float holiday if scheduled and has met the conditions set forth in (a) (i) and/or (a)(ii) above.

### Education Allowance

Registered Nurses shall receive recognition for Education preparation:

*	(a) <b>Six</b> months Post Graduate Nursing Course or Nursing Unit Admin. Course	\$15.00
**	(b) One Year University Course	40.00
	(c) B.Sc. N. Degree	80.00
	(d) Master's Degree - Nursing	120.00

\* The special preparation payment will be made only to those employed in a capacity utilizing this course.

\*\* A one year university course shall be recognized only if it is a full time year completed toward the B.Sc.N. Degree, or if it is a Nursing course in which a certificate or diploma is granted.

The Hospital will pay the above mentioned monthly increments providing:

- i) Proof of standing must be submitted by the Registered Nurse to the Hospital.

- ii) There shall be no pyramiding of benefits.
- iii) Payment of the increment shall commence at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired Registered Nurse who is qualified for an educational increment on her date of hiring shall be paid from that date.
- iv) The allowance shall be separate from the registered nurses regular hourly rate, shall be calculated on an hourly basis, and shall be paid each pay period.

Example:  $\$80 \times 12 =$  annual allowance divided by 1950 = hourly education bonus rate in dollars.

## APPENDIX 5 – LOCAL PROVISIONS

### ARTICLE A – RECOGNITION

- A.1 The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by CHEO save and except, Occupational Health and Safety Nurse, the Director Infection Control, the Director of Education Services, the Continuing Care Co-ordinator, Operations Director, and persons above the rank of Operations Director.

### ARTICLE B - MANAGEMENT'S RIGH

- B.1 Except as specifically limited or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation with the rights of Management.
- B.2 Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function and right of the Employer to:
- (a) Maintain order, discipline and efficiency;
  - (b) Select, hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline Registered Nurses, provided that a claim by a Registered Nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as provided herein;
  - (c) Direct the working forces, plan, direct and control the operation of the Hospital; introduce new and improved methods, facilities and equipment; determine the amount and type of supervision necessary, combining or splitting up of departments, work schedules, establishment of standards and quality of care, determine the extent to which the Hospital will be operated and the increase or decrease in employment by type in whole or in part;
  - (d) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital, to the general public, in the community served, to operate efficiently and with the highest standards of service.
  - (e) Make and enforce and alter from time to time reasonable rules, policies and regulations to be observed by the Registered Nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer will advise the Association of any changes in rules, policies and regulations in advance.
- B.3 The Hospital agrees that in exercising its rights, it will **do** so in a manner not inconsistent with the provisions of this Agreement.



**ARTICLE C - REPRESENTATION AND COMMITTEES**

C.1 Registered Nurse Representatives

It is understood and agreed that representatives and committee members set forth in Article 6 include representatives and committee members from the bargaining unit.

There shall be at least one (1) representative from each of the following units: 6 East, 6 North, Inpatient Surgery, 4 North, 4 East, 4 West, MDU, IV Team, OR, PACU, PICU, OPD, DCS, Radiology, Perinatal Partnership Program and Neonatal Intensive Care Unit, and Emergency.

If a registered nurse representative is transferred from one area to another within the bargaining unit, she shall continue to be recognized by the Hospital as the representative of the area from which she was transferred for one (1) further month for the purpose of processing any grievance which she was handling at the time of her transfer.

C.2 Grievance Committee

There shall be up to four (4) Registered Nurses on the Grievance Committee, plus a chairperson.

C.3 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of four (4) Registered Nurses from the Association including the Bargaining Unit President or designate; and four (4) from the Hospital including the Chief Nursing Officer or designate.

C.4 Negotiating Committee

The Committee shall be comprised of not more than two (2) Full-time Registered Nurses and two (2) Part-time Registered Nurses and the Bargaining Unit President.

C.5 Occupational Health and Safety Committee

Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as members of its Occupational Health and Safety Committee, three (3) Registered Nurses elected or appointed by the Association from amongst bargaining unit registered nurses.

The Occupational Health and Safety Committee shall elect a chairperson once every year from amongst the Committee members, and secretarial services shall be provided by the Hospital Recording Secretary. If in the event one of the ONA representatives is elected as the Workers' Co-chair, then ONA will have the right to select an individual to replace that individual in his/her capacity as a voting representative.

C.6 Presentation

A 30 minute presentation shall be scheduled in advance during the newly hired Registered Nurse's Hospital Orientation Program.

C.7 Professional Development Committee

There shall be a professional development committee at the Children's Hospital of Eastern Ontario composed of at least two (2) members of the Association, one of whom shall be the Bargaining Unit President or designate and at least two (2) members of the Hospital one of whom shall be the Chief Nursing Officer or designate and one Human Resources representative.

C.8 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 up to a maximum of thirty (30) normal or extended tours per fiscal year.

**ARTICLE D - HOURS OF WORK**

D.1 Normal Daily Tours

07:30 to 15:30 - Day Tour  
15:30 to 23:30 - Evening Tour  
23:30 to 07:30 - Night Tour

The scheduling of meal periods and coffee breaks shall be determined by the supervisor.

D.2 Normal Daily Tours - Scheduling Objectives

The scheduling objectives and formulation of working schedules set forth below are designed to permit flexibility and encourage individual responsibility on the part of the Registered Nurse and the Hospital. The Employer agrees to endeavour to implement and maintain the following regulations in the formation of working schedules for the normal daily tour of duty:

- (a) Rotations will be prepared for six (6) week periods.
- (b) Rotational schedules will be posted at least four (4) weeks prior to the beginning of a rotation.

The Hospital shall post July and August rotations by June 1, to a maximum of twelve (12) weeks (i.e. 2 rotations). The Hospital shall post the Christmas rotation by November 1<sup>st</sup>.

- (c) Request for specific days off by Registered Nurses must be submitted in writing to the Operations Director, or her designate, two (2) weeks prior to

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the posting of the rotation schedule. Requests will not be unreasonably withheld.

- (d) When Registered Nurses are willing to exchange days off or tours of duty, requests for change in posted rotation schedule and the name of the Registered Nurse who has accepted to exchange days off or tours of duty must be approved by the Operations Director or designate and documented in their area of work. The Hospital will endeavour to accommodate such requests.
- (e) The Hospital will give at least two weekends off in four. A weekend shall be defined as at least fifty-six (**56**) consecutive hours from completion of the Friday day or evening tour. However, the Hospital will endeavour to continue its present practice of giving one weekend off in **two**.

**A** Registered Nurse shall receive premium pay as provided for in Article **14.03** for all hours worked on a third (**3<sup>rd</sup>**) and subsequent consecutive weekend except where:

- i) such weekend has been worked by the Registered Nurse to satisfy specific days off requested by the Registered Nurse; or
  - ii) the registered nurse has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of tours with another Registered Nurse.
- (f) There will be no split tours scheduled unless by mutual consent.
  - (g) At least sixteen (16) hours time off when tours of duty are changed and at least forty-eight (**48**) hours time off following a period of night duty when tours of duty are changed. Where such a minimum is not granted, premium payment will apply to those hours falling within either the sixteen (16) or forty-eight (**48**) hour period as the case may be except where:
    - i) such tour has been worked by the registered nurse to satisfy specific days off requested by this registered nurse;
    - ii) such tour is worked as a result of an exchange of tours with another registered nurse;
    - iii) the Registered Nurse volunteers in writing to work such tour.

It is understood that this provision applies to tours with flexible start times in areas covered by Article D.6 (b).

(Applies to Full-time Registered Nurses only)

- (h) A Registered Nurse will be scheduled off at least four (**4**) days in any **two** week pay period including at least one period of two (2) consecutive days and a minimum of single days off.

(Applies to Full-time Registered Nurses only)

- (i) A Registered Nurse will not be scheduled to work more than six (6) consecutive tours except at the written request of the Registered Nurse concerned, and with the written agreement of the Operations Director. In the absence of such agreement, premium pay will apply for the seventh (7<sup>th</sup>) and consecutive tours until the Registered Nurse is granted a day off. Registered Nurses currently working in units where it is the practice to work more than six (6) consecutive tours may continue to do so under the same terms and conditions as presently exist.

(Applies to Part-time Registered Nurses only)

A regular part-time Registered Nurse will not be scheduled to work more than six (6) consecutive tours except at the written request of the Registered Nurse concerned and with the written agreement of the Operations Director. In the absence of such agreement, premium pay will apply for the seventh (7<sup>th</sup>) and successive tours until the Registered Nurse is granted a day off. Registered Nurses currently working in units where it is the practice to work more than six (6) consecutive tours may continue to do so under the same terms and conditions as presently exist.

- (j) There will be no change of scheduled tour more than once every seven (7) days unless mutually agreed between the Registered Nurse and her immediate supervisor.

(Applies to Full-time Registered Nurses only)

- (k) A Registered Nurse who is not normally scheduled to work permanent afternoons or nights will work at least 50% of her time on the day tour.

(Applies to Full-time Registered Nurses only)

- (l) The Hospital will continue to maintain its current practice of working either day/evening or day/night rotations.
- (m) A Registered Nurse may request the Operations Director to consider changing her schedule to a specific tour on a permanent basis. It is the decision of the Operations Director whether or not this request can be complied with. Such requests must be made in writing.

(Applies to Part-time Registered Nurses only)

- (n)
  - i) Registered Nurses who were hired to work three (3) tours will continue to do so.
  - ii) All new Registered Nurses hired may be required to work three (3) tours.
  - iii) All casual Registered Nurses may be required to work three (3) tours.

- iv) All Registered Nurses who at the commencement of cost containment were required to work three (3) tours but who had previously only been required to work day/evenings or day/nights will from the first new schedule following ratification only be required to work day/evenings or day/nights unless or until they apply for a transfer to a three (3) tour position.
- v) Upon written request Registered Nurses may opt to remain on their current three (3) tour rotation.

(Applies to Part-time Registered Nurses only)

- (o) Where a Registered Nurse is scheduled to work on a weekend preceding or succeeding a paid holiday which falls on a Monday or Friday, upon her request the Hospital will endeavour to allow her to work on the paid holiday as well.

(Applies to Part-time Registered Nurses only)

- (p) Day tours shall be equally distributed amongst Registered Nurses interested in working days.

### D.3

#### Extended Tours

##### Normal Daily Extended Tours

07:30 to 19:30 - Day Tour  
19:30 to 07:30 - Night Tour

The scheduling of meal periods and coffee breaks shall be determined by the supervisor.

### D.4

#### Extended Tours - Scheduling Objectives

- (a) The Hospital will schedule at least one (1) in two (2) weekends off.
- (b) Where it is current practice, the Hospital will endeavour to continue to schedule Registered Nurses so that they may have two weekends off in three. The Hospital reserves the right to change this practice based on unit needs from time to time provided any such changes are discussed in advance with the Registered Nurses concerned.
- (c) All other scheduling regulations that apply to Registered Nurses working a regular daily tour provided in D.2 (a) to (d).
- (d) At least forty-eight (48) hours off following a period of nights when tours of duty are changed.
- (e) Hours will be averaged over a six (6) week period. Time off will be averaged over a six (6) week schedule with a minimum of two (2) tours off per week.

- (f) A Registered Nurse will not be scheduled to work more than three (3) consecutive days, except at the written request of the Registered Nurse concerned, and with the written approval of the Operations Director.
- (g) There will be no change of scheduled tours more than once every seven (7) days unless mutually agreed between the Registered Nurse and her immediate supervisor.

(Applies to Part-time Registered Nurses only)

- (h) Day tours shall be equally distributed amongst Registered Nurses interested in working days.

D.5

(a) Introduction and Discontinuation of Extended Tours

The introduction or discontinuance of longer daily tours shall be discussed with the nursing staff on the affected unit(s) and shall be determined by a secret ballot conducted jointly by the Hospital and the Association prior to implementation, after a six month trial period and not more frequently than every three years thereafter, as follows:

To implement extended tour - requires 75% of the Registered Nurses affected to commit themselves to work the extended tour;

To discontinue extended tour - requires 50% + 1 vote of the Registered Nurses actually working extended tours.

It is understood and agreed that management has the right to cancel an extended tour schedule if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Association in advance any such cancellations.

It is understood and agreed that the vote referred to herein above refers to a combined vote of the full time and regular part time registered nurses.

(b) i) Introduction and Discontinuation of Mixed Rotation

A mixed rotation is defined as one where a number of the registered nursing staff on a unit work normal tours, while others work extended tours.

The introduction or discontinuation of a mixed rotation (12 hours/ 8 hours) shall be discussed with the nursing staff on the affected unit(s) and the local Association executive; and shall be determined by a secret ballot conducted jointly by the Hospital and the Association, following a six month trial period and not more frequently than every three (3) years thereafter.

To implement a mixed rotation requires 50% + one vote of the registered nurses affected to commit themselves to working from within a mixed rotation.

To discontinue a mixed rotation requires 50% + one vote of the registered nurses affected.

It is understood and agreed that management has the right to cancel a mixed rotation schedule if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Association in advance any such cancellations.

It is understood and agreed that the vote referred to above refers to a combined vote of the full time and regular part time registered nurses.

ii) Scheduling Objectives for Mixed Rotations

When scheduling of extended tours occurs on a unit that has voted for a mixed rotation, Articles D.3 and D.4 (a-h) will apply. For those working Normal Daily Tours on a unit that has voted for a mixed rotation, D.1 and D.2 (a-p) will apply.

Extra available tours will be offered according to D.9 of the Appendices to the Collective Agreement, with the right to accept 8 hour tours recognized as integral on a unit where a mixed rotation vote has been successful.

When a normal tour position becomes available, it will be posted as a normal tour position. When an extended tour position becomes available, it will be posted as an extended tour position. Newly created positions will be posted as normal tours or extended tours according to the needs of the unit.

(Applies to Full-time Registered Nurses only)

D.6 (a) Flexible Hours

Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned in D.1 and D.3 above. Flexible hours are hours which average 37 1/2 hours per week, over a six (6) week schedule, as determined by the Hospital. Flexible hours may be implemented following consultation with the Association, to meet patient care needs or to allow the Registered Nurse to facilitate the performance of her nursing duties.

(b) Flexible Start Time

The Hospital and the Association recognise that the Hospital has unique needs that may require flexible start times. Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned in D.1 and D.3 above. Registered Nurses working flexible start times will work 7.5 hour tours and their hours of work shall average 37.5 hours per week, over a six (6) week schedule, as determined by the Hospital. The start time for these areas shall vary. Flexible start times may be implemented, following consultation with the

Association, to meet patient care needs or to allow the Registered Nurse to facilitate the performance of her nursing duties.

The following specialty areas work flexible starting time Monday to Friday: Day Care Surgery, Ambulatory Care (excluding triage and chest clinic Registered Nurses), McHugh School Nurses, Radiology, Urodynamics, Recovery Room and Operating Room.

(Applies to Part-time Registered Nurses only)

(c) Flexible Hours

Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned in D.1 and D.3 above. Flexible hours are averaged to reflect the number of hours for which the Registered Nurse was hired, over a six (6) week schedule, as determined by the Hospital, save and except the Neonatal Nursing Co-ordinator and Clinical Educator who shall average their time on an annual basis. Flexible hours may be implemented, following consultation with the Association, to meet patient care needs or to allow the Registered Nurse to facilitate the performance of her nursing duties.

(d) Flexible Start Time

The Hospital and the Association recognize that the Hospital has unique needs that may require flexible start times. Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned in D.1 and D.3 above. Registered Nurses working flexible start times will work 7.5 hour tours and their hours of work are averaged to reflect the number of hours for which the Registered Nurse was hired, over a six (6) week schedule, as determined by the Hospital.

The start time for these areas shall vary. Flexible start times may be implemented, following consultation with the Association, to meet patient care needs or to allow the Registered Nurse to facilitate the performance of her nursing duties.

The following specialty areas work flexible starting time Monday to Friday: Day Care Surgery, Ambulatory Care (excluding triage and chest clinic Registered Nurses), Radiology, Urodynamics, Recovery Room, MDU, and Operating Room.

- (e) Additional tours voluntarily requested and granted shall be at straight time and will not be included in the calculation of overtime in a six (6) week schedule. Registered Nurses will be advised of the length of the tour and will not be paid overtime for that tour unless she works in excess of the length of the scheduled tour.

D.7 Christmas Break

The Hospital agrees to schedule a minimum of five (5) consecutive tours off for Registered Nurses during the Christmas or New Years period so that Registered



Nurses will have either period off. For the purpose of time off, Christmas shall include December 24, 0730 hrs to December 26, 2330 hrs and New Years shall include December 31, 0730 hrs to January 2, 0730 hrs. The Hospital may waive scheduling requirements during the period from December 15 to January 15.

The scheduling of time off at Christmas or New Years shall be done on a nursing unit basis taking into account the registered nurses' preference. It is expected that registered nurses will alternate working Christmas and New Year's. Where a dispute arises a registered nurse shall work the opposite period from the last year. When extra time off is available, it shall be offered by seniority to interested registered nurses.

D.8 (a) Time in Lieu

Where a Registered Nurse chooses equivalent time off for premium payment, such time off must be taken at a time that is agreed mutually by the Registered Nurse concerned and the Operations Director. Registered Nurses cannot accumulate more than ten (10) days time off in lieu of overtime.

When a Registered Nurse has already accumulated the maximum of ten (10) days or seventy-five (75) hours, should she/he be required to work overtime, such overtime hours will automatically be paid. Banked overtime hours for the previous fiscal year ending March 31<sup>st</sup> which will not have been taken by the end of the first quarter of the new fiscal year, June 30<sup>th</sup>, will be paid out to the Registered Nurse at the earned rate.

- (b) When a registered nurse transfers from regular part-time to full-time status, the Employer will pay the overtime accrual bank automatically inclusive of the 13% in lieu of fringe benefits.

D.9 Extra available work shall be offered to nurses who have declared their availability in descending order of seniority according to the following protocol:

- (a) Unit regular part-time Registered Nurses, including job share Registered Nurses on their scheduled days off (including staff in temporary positions);
- (b) Unit casual Registered Nurses;
- (c) Unit job share Registered Nurses covering for their partners on their partner's scheduled day on;
- (d) Regular part time Registered Nurses from other units (provided they are qualified to perform the work);
- (e) Casual Registered Nurses from other units (provided they are qualified to perform the work);

It is agreed that the Hospital will not be required to offer tours that would result in premium pay except as provide in D.14.

D.10 Floating Guidelines

When staff is required to float to another unit, the following guidelines will be applied: Providing first that patient care needs are being met nurses will float in reverse order of seniority as follows:

- (a) Registered Nurses from the corporate float team will float first followed by
- (b) Casual Registered Nurses from another unit.
- (c) Regular Part-time and Full-time Registered Nurses from another unit.
- (d) Casual Registered Nurses from within the unit.
- (e) Regular Part-time and Full-time Registered Nurses from within the unit, including mobile team members.

Staff not required to float include:

- (a) Any Registered Nurse who has not completed his/her orientation period on his/her home unit tours coded as ("O").
- (b) Any Registered Nurse who **is** new to the Hospital, for a period of three (3) calendar months from his/her date of hire. Registered Nurses are only permitted to work on their home unit for a period of three (3) months from their date of hire.
- (c) Any Registered Nurse who is acting as a preceptor

D.11 Availability

- (a) For the purpose of creating the posted rotation, a regular part time Registered Nurse will declare her/his availability or non availability for additional shifts every six (6) weeks. For short term replacement purposes, a regular part-time Registered Nurse will declare her/his availability or non-availability for additional shifts every two (2) weeks. It is the responsibility of the Registered Nurse to amend any changes to posted availability or non availability for tours.
- (b) A casual part time Registered Nurse will declare on a two (2) week basis her/his availability for work on specified days of the next two (2) week period. It is the responsibility of the Registered Nurse to amend any changes to posted availability or non availability for tours.

D.12 The Hospital will endeavour to keep the number of tours comprised of four (4) hours to a reasonable level.

- (a) No regular part-time Registered Nurse shall be scheduled solely on tours which are comprised of four (4) hours in any pay period except where such arrangements are agreed to by the Registered Nurse and except in units of the Hospital where the routine hours of operation are less than 7.5 hours.

- (b) The Hospital and the Association agree that additional four **(4)** hour tours will be treated as extra available work and will be distributed according to article D.9.

D.13 Master rotations will be developed by the Operations Directors in consultation with the staff of the unit and a member of the local executive. Changes to the Master Rotation shall be driven by operational requirements. Every effort will be made to minimize disruption to the nurses.

D.14 **Standby**

1. (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.  
(b) Scheduled standby assignments will be distributed equitably amongst the registered nurses in any unit utilizing standby, provided that they are capable of performing the work.
2. Standby assignments shall be posted at the same time as the tours of duty schedules. Registered nurses shall be permitted to exchange their standby assignments.
3. Registered nurses scheduled for standby shall be provided with beepers.
4. The Hospital will endeavour to make available sleeping quarters for registered nurses scheduled for standby.
5. A Registered Nurse who is called in from standby and who:
  - (a) works a minimum of four **(4)** hours
  - (b) works beyond midnight (24:00)

will not be required to return to regular duties at the Hospital without eight (8) hours of time off. Where such time extends into the nurse's booked day shift, the Hospital will maintain his or her regular earnings within the eight (8) hour period.

D.15 Premium Pay Shifts will be offered to Unit Registered Nurses, in descending order of seniority, according to the following protocol:

- (a) Unit Full-time Registered Nurses
- (b) Unit Regular Part-time Registered Nurses
- (c) Unit Casual Registered Nurses

D.16 Where the Hospital requires that the employee remain at the Hospital during an unpaid break, the employee shall be paid at the appropriate rate.

**ARTICLE E - PAID HOLIDAYS**

E.1 The Paid holidays are designated as follows for full-time Registered Nurses:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day - July 1<sup>st</sup>  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Float Holiday  
Second Monday in February

E.2 Where a full-time Registered Nurse is entitled to a lieu day, such day off must be taken within a period of not more than thirty (30) calendar days before or after the actual holiday. However, written requests for extensions will be considered. Such requests shall not be unreasonably withheld.

E.3 The paid holidays are designated as follows for part-time Registered Nurses:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day - July 1<sup>st</sup>  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Float Holiday  
Second Monday in February

E.4 Float Holiday entitlement as per Appendix 4 for part-time Registered Nurses.

E.5 Float holidays not taken by the end of the fiscal year will be paid out.

#### **ARTICLE F - VACATION**

F.1 The vacation year is April 1<sup>st</sup> to March 31<sup>st</sup>.

(Applies to Full-time Registered Nurses only)

- F.2
- (a) Registered Nurses will be given preference with respect to their vacation period based on seniority and patient needs.
  - (b) Vacation may be taken at any time during the year in accordance with the provisions below.
  - (c) Vacation preferences will be submitted in writing by the Registered Nurse to her immediate supervisor by March 31<sup>st</sup> of each year. After March 31<sup>st</sup>,

request for vacation periods will be based on "first come, first served". Vacation lists will be posted by April 30<sup>th</sup>.

- (d) Annual vacation will be taken by March 31<sup>st</sup> of each year. Any unused vacation will be assigned by the Operations Director prior to the completion of a vacation year. Carry over of vacation entitlement into the first quarter of the next fiscal year may be permitted with the prior approval of the Operations Director.
- (e) Prior to leaving on vacation, Registered Nurses shall be notified of the date and time to report to work following their vacation.

(Applies to Part-time Registered Nurses only)

F.3 A part-time Registered Nurse is entitled to an unpaid leave of absence during the current vacation year, i.e., April 1<sup>st</sup> to March 31<sup>st</sup>, equal to her vacation pay on the following basis:

- 6% - 3 week entitlement
- 8% - 4 week entitlement
- 10% - 5 week entitlement
- 12% - 6 week entitlement
- 14% - 7 week entitlement

(Applies to Part-time Registered Nurses only)

- F.4
- (a) Registered Nurses will be given preference with respect to their unpaid vacation period based on seniority and patient needs.
  - (b) Unpaid vacation may be taken at any time during the year in accordance with the provisions of F.4(c) below. The vacation year is from April 1<sup>st</sup> to March 31<sup>st</sup>.
  - (c) Unpaid vacation preferences will be submitted in writing by the Registered Nurse to her immediate supervisor by March 31<sup>st</sup> of each year. After March 31<sup>st</sup>, requests for unpaid vacation periods will be based on "first come, first served". Vacation lists will be posted by April 30<sup>th</sup>.
  - (d) Prior to leaving on unpaid vacation, Registered Nurses shall be notified of the date and time to report to work following their vacation.
  - (e) Vacation pay shall be calculated and paid on every pay cheque.

## **ARTICLE G - LEAVE OF ABSENCES**

### G.1 Association Leave

The cumulative total number of days for leaves of absence in any one calendar year shall not exceed one hundred (100) days for all full-time and part-time Registered Nurses in the bargaining units. Except in extenuating circumstances Registered Nurses requesting such leave of absence shall do so in writing to the Operations Director two (2) weeks prior to the date of the request. The employer

shall respond in writing within forty-eight (48) hours. It is agreed that the number of Registered Nurses that may be absent at any one time shall not exceed six (6) in total.

G.2 Prepaid Leave

The number of Registered Nurses that will be able to participate in the prepaid leave plan and can be absent at one time will be:

Two (2) Registered Nurses per department, except in a department where there is less than ten (10) Registered Nurses, then only one (1) Registered Nurse can be absent at any one time. Five (5) Registered Nurses in the Neonatal Unit.

**ARTICLE H - SENIORITY LIST**

H.1 A copy of the current seniority list will be filed with the Bargaining Unit President of the Local Association or designate January 1 and July 1 of each year. A copy of the list shall be posted at the same time by the Human Resources Department.

H.2 The Hospital will provide a copy of the list specified in Article 5.05 of the Central Agreement to the Local Association and, in addition, when the Local Association is informed regarding new hires, the unit to which they are assigned shall be set out.

**ARTICLE I - MISCELLANEOUS**

I.1 Copies of this Agreement in either French or English will be provided to each Registered Nurse covered by this Agreement by the Association and the cost of the translation and the printing will be shared by the Hospital and Association. It is agreed that the official administrative and interpretative language of the contract shall be English.

I.2 The Hospital will provide bulletin board space for the purpose of posting notice regarding meetings and other information and otherwise restricted to Association matters. All special notices must be signed by a member of the Association executive and submitted to the Human Resources Department for approval prior to being posted and such approval shall not be unreasonably withheld.

I.3 The Hospital will pay its Registered Nurses by direct deposit every second Friday, and will distribute the notices of deposit under envelope with the following information: initial of the wage earner, date of the pay period, deductions made, the number of working hours both regular and overtime, tour differential and responsibility pay.

I.4 Any omission of one hundred (\$100.00) or more from a Registered Nurse's paycheque due to an error on the part of the Hospital shall be paid to the Registered Nurses within three (3) working days from the time that she brings this matter to the attention of the payroll department. Any omission caused by the failure of the Registered Nurse to provide a float slip will be corrected on the next direct deposit date.

- I.5 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Operations Director and the Bargaining Unit President, unless as otherwise herein specified.
- I.6 The Hospital shall provide one lounge for the use of the Registered Nurses.
- I.7
- (a) The Bargaining Unit President and Vice President - Grievances of the Local will be provided with access to the Hospital Electronic Mail System **so** that they can send and receive messages related to their Union duties. Both registered nurses will receive training without **loss** of regular earnings.
  - (b) The Union will provide the Hospital with a locking "ONA mail box" which will be used for receipt of Union correspondence from their members and/or the Hospital as required. This shall be located in a mutually satisfactory area (e.g. Nurses' Lounge).
  - (c) The Union will have access to room bookings through the Hospital's electronic booking system, for meetings with a grievor(s) when necessary to hold such meetings on Hospital premises. Availability will be subject to the usual Hospital rules regarding priorities.
  - (d) The Bargaining Unit President and Vice President Occupational Health and Safety will be scheduled for one (1) regular tour each month for the purpose of attending union / employer meetings. She or he will be paid at her or his regular straight hourly rate for the regular tour. Should the Bargaining Unit President or Vice-president, Occupational Health and Safety be required to attend meetings on her or his scheduled day off, that meeting time will be paid at the appropriate rate.
- I.8 The Employer agrees to post temporary positions on the work unit, via unit e-mail. Vacancies not covered under 10.07 (d) must be posted and filled under the terms of 10.07 (c).
- I.9 Written feedback by bargaining unit members will not be used in performance evaluations.

#### **ARTICLE J - CHANGE OF STATUS**

- J.1 Following the appropriate notification to the Operations Director, prior to commencing pregnancy or parental leave of absence, the Registered Nurse will report to the Human Resources Department to discuss the administration of her benefit plans during the leave of absence. The Payroll Office will make the appropriate monthly premium billing arrangements for the continuance of benefit plans during the leave of absence, and provide a Record of Employment for Employment Insurance purposes.
- J.2 It shall be the sole responsibility of the Registered Nurse to keep the Human Resources Department advised, in writing, of change of marital status, change of name and change of dependant status.

**ARTICLE K - REPLACEMENT OF STAFF**

- K.1 For efficient replacement of staff, Registered Nurses are requested to submit a letter of resignation to their Operations Director four **(4)** weeks in advance of the date of resignation, whenever possible.
- K.2 A Registered Nurse leaving the Hospital shall be paid all money owed to her by the Hospital within 7 working days of her last day worked.

In cases of urgency, a special request to Payroll to have the funds available earlier than seven (7) working days will be given every consideration.

**ARTICLE L - JOB SHARING/ INDIVIDUAL SPECIAL CIRCUMSTANCES/ WEEKEND WORKER**

L.1 Job Sharing

The Association and the Employer agree to implement job-sharing whereby one full-time equivalent position will be shared by not more than *two (2)* Registered Nurses. The number of positions to be shared will be as follows:

One (1) position on each of the following units: 4 East, 4 West, 4 North, 5 East, 5 West, 6 East, M.D.U., Intensive Care Unit, Out-Patient Department and Operating Room.

Two (2) positions in the Emergency Department and four **(4)** positions in Neonates.

There will be no job-sharing positions on the following units at the present time: Day Care Surgery, Poison Information Centre, Recovery Room and I.V. Team.

The following conditions will apply:

The Registered Nurses involved in job sharing are entitled to all the terms of the part-time collective agreement except those that are specifically referenced as follows:

Scheduling

- (a) The Registered Nurses in a job shared position must accept the conditions and agree to cover for the scheduled hours of a full-time rotation.
- (b) Posted schedules for job sharers will be based on a full-time schedule, which will conform to the scheduling provisions of the full-time collective agreement.
- (c) The division of the scheduled tours shall be determined by mutual agreement of the two Registered Nurses and the Operations Director of the unit.



- (d) Job sharers shall only be required to work the number of paid holidays that a full-time Registered Nurse would be required to work.
- (e) Job sharers are expected to cover for each other during vacation.
- (f) Whenever possible, job sharers will be required to cover for their partners for absences not expected to exceed fourteen **(14)** calendar days due to illness or accident or other leave of absence. It is the responsibility of the partners to contact each other to arrange the coverage and to advise the Operations Director accordingly.
- (g) 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 Operations Director, 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

To initiate the job sharing process, Registered Nurses who are interested in job sharing their full-time position will advise their Operations Director in writing and the successful candidate will be chosen by the Operations Director on the basis of seniority. The successful candidate will assume his/her half of the position without having his/her half of the position posted.

The other half of the job sharing position will be posted and the selection process will include similar levels of clinical experience and proficiency.

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 established criteria.

If one of the job sharers leaves the arrangement, his/her position will be posted. If there is no successful applicant for the position, the shared position must revert to a full-time position.

The remaining Registered Nurse will have the option of continuing the full-time position or reverting to a casual position for which she is qualified. If she 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.

L.2

#### Individual Special Circumstances

The Hospital and the Association agree to implement individual special circumstance schedules pursuant to article 13.05 of the collective agreement. The Hospital and the Association agree that the intention of creating this type of schedule is primarily to aid in the retention of staff nearing retirement who might extend their career with the Hospital if their full time hours were reduced. The following conditions will apply:

- (a) The positions will be granted on the approval of the Operations Director of the unit.
- (b) The Association and the Hospital agree that the additional hours of work created by these positions will be applied to the part time hours of the unit or will be posted as term positions.
- (c) In the event that the Registered Nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately.
- (d) It is agreed that Registered Nurses in these positions are not entitled to declare their availability for extra available work.
- (e) Registered Nurses in these positions will discuss any change in circumstance with their Operations Director on a yearly basis.
- (f) The benefits and vacation for these positions shall be according to the schedule below.

	OPTION "A" (.8FTE)	OPTION "B" (.9 FTE)
	BI-WEEKLY HOURS:	
(AVERAGED OVER 6 WEEK SCHEDULE)	60 HOURS	67.5 HOURS
DENTAL/MEDICAL SEMI-PRIVATE	Same cost sharing as Full-Time	Same cost sharing as Full-time
HOOPP:	Based on normal 37.5 hours per week pension contributions	Based on normal 37.5 hours per week pension contributions
PAID HOLIDAYS:	90 hours (12 paid holidays @ 7.5 hrs.)	90 hours (12 paid holidays @ 7.5 hrs.)
VACATION:	Based on budgeted .8 FTE i.e. 4 wk entitlement = 16 days	Based on budgeted .9 FTE i.e. 4 wk entitlement = 18 days
GROUP LIFE:	Based on budgeted .8 FTE	Based on budgeted .9 FTE
SICK LEAVE:	Based on budgeted .8 FTE	Based on budgeted .9 FTE
LONG TERM DISABILITY:	Based on budgeted .8 FTE	Based on budgeted .9 FTE
ANNIVERSARY INCREASE:	Remains on established date	Remains on established date

L.3 Unit Weekend Schedule

If the Association and the Hospital agree to implement unit weekend schedules according to Article 13.04 of the Collective Agreement, they shall follow the following protocol:

- (a) The introduction of each unit weekend schedule will be subject to the written, mutual agreement of the Union and the Hospital;
- (b) Where the Hospital identifies a need for a Unit Weekend Schedule or where the Union or a Registered Nurse makes a specific request for a unit weekend schedule, the Hospital will advise the Union and a meeting will be arranged within one calendar week;
- (c) The manner in which the position is filled or the schedule is altered will be described at the meeting and will be reduced to writing, including any agreement to waive or modify posting or other provisions, if any, in the Collective Agreement;
- (d) The two extended tours will be scheduled between 19:30 Friday and 07:30 Monday. Weekend workers may, in accordance with normal unit shift exchange practice, exchange extended tours with another Registered Nurse during the weekend hours only;
- (e) The 7.5 hour tour will normally be scheduled on Friday or Monday. Subject to the normal shift exchange practices of the Unit the nurse may exchange this tour with any other nurse who is working a 7.5 hour tour.
- (f) When one Party does not agree with the other Party's proposal, it will inform the other within one calendar week of the meeting and will provide written reasons to the other Party within two calendar weeks of the meeting. The Parties agree that that the reasons for withholding approval will not be unreasonable or arbitrary;
- (g) The Hospital, the Union or the Nurse may discontinue the agreement with six (6) weeks notice to the others. In such an event, the Parties will meet to discuss any issues related to the discontinuance.
- (h) Nothing in this agreement shall be construed to mean that the Parties have agreed that the Hospital can fill a position where an employee has not expressed a preference for a unit weekend schedule.

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**ICLE M - WSIB AND VRS**

M.1 The Hospital will notify the Vice President Occupational Health and Safety of the names of all Registered Nurses who go off work due to a work related injury or who are on LTD.

The Hospital will provide to the Union, a quarterly list of all registered nurses on modified work programs.

- M.2 Prior to any Registered Nurse returning to work on a Modified Work Program, the Hospital will notify and meet with a designated representative of the Ontario Nurses' Association to discuss the circumstances surrounding the registered nurse's return to suitable work.
- M.3 The Hospital agrees to provide the registered nurse and the Association with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.

**ARTICLE N – SAFE & HEALTHY ENVIRONMENT**

- N.1 Violence Prevention and Control
- (a) The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of registered nurses will be condoned in the workplace. Any registered nurse who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.
  - (b) The parties agree that if incidents involving an aggressive patient or patient family action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of registered nurses presented in that forum.
  - (c) The Employer will provide updated statistics on numbers of staff assaulted while performing work and will bring this list to each meeting of the Joint Health and Safety Committee.
  - (d) When an registered nurse, in the exercise of her or his functions, suffers damage to his/her person or his/her personal belongings (clothing, watch, glasses, contact lenses or other prosthesis) directly attributed to any assault, the Employer shall provide for replacement or repair at no cost to the registered nurse.
  - (e) A registered nurse incident report must be completed at the time of the incident. The registered nurse will present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.
  - (9)** Critical incident stress debriefing shall be made available to nurses.
- N.2
- (a) The Hospital, in consultation with the Joint Health and Safety Committee, agrees to develop, implement and amend as appropriate, policies, procedures and programs pertaining to the provision of a safe and healthy workplace. The aforementioned include, but are not limited to, Employee Violence in the Workplace Policy, Blood and/or Body Fluid Exposure Guidelines, Respiratory Protection Program, Nosocomial Influenza Outbreak Policy, Employee Reporting and Monitoring – Influenza Like Illness, Musculo-Skeletal Injury Prevention & Ergonomic Equipment Program, and Infection Prevention and Control.

- (b) The Hospital agrees to support the Joint Occupational Health and Safety Committee and its Terms of Reference, Structure and Function.

### **ARTICLE O – LANGUAGE**

O.1 The Union and the Hospital agree that providing services in the preferred language of the patient and his/her family is a desirable objective, with special emphasis on Canada's two official languages.

O.2 (a) The need for services in a language other than English will be determined by a question on the admission form. The question shall be:

In what language would you prefer to be served?

- i) English
- ii) French
- iii) Either i) or ii)
- iv) Other - please specify

Statistics thus obtained will be presented to the Association every six (6) months.

- (b) The need for bilingual services and the identification of "bilingualism essential" positions will be discussed between the Union and the Hospital for each unit prior to designation by the Hospital.
- (c) Once specific positions have been identified as "bilingualism essential" or "bilingualism asset", permanent changes in specific numbers or percentages will be made only after consultation with the Union.
- (d) Any standard set by the Hospital to determine second language proficiency shall be reasonable, taking into consideration Regional standards and needs. In making this determination, reference may be made to the Regional Human Resources Plan and in particular to the situation of the Amalgamated Hospital (Ottawa).

### **ARTICLE P – VOLUNTARY PART-TIME BENEFITS**

P. 1 Voluntary Part time Benefits

- (a) The Employer agrees to provide regular part-time nurses who regularly work a minimum of fifteen (15) hours per pay period, the opportunity of voluntary participation in group health and welfare benefit programs set out in Article 17, limited to any and all of the following: extended health, semi private hospitalization, dental and voluntary life insurance. Life Insurance is restricted to an individual voluntary flat life insurance plan of ten thousand dollars (\$10,000). It is understood and agreed that the regular part-time nurses who participate will assume one hundred percent (100%) of the monthly premiums.
- (b) Any regular part time nurse who participates will provide payment of the premiums through the payroll deduction process. If the regular part-time

nurse has no earnings, or insufficient earnings, in the pay period in which the premiums are normally deducted, the amount owing will be deducted from the subsequent pay. In the event that there are still insufficient earnings in the subsequent pay to cover 100% of the premiums, the nurse will provide the Hospital with a cheque for the required amount. Failure to provide full payment within three (3) pay periods in accordance with this provision may result in discontinuation of benefits.

- (c) If a regular part time nurse's coverage under a spouse's or partners health and dental coverage terminates, the regular part time nurse is eligible for coverage under CHEO's group benefit plan provided that he or she applies within thirty-one (31) days of the date that the coverage ended. The nurse shall provide evidence to CHEO of the termination of coverage with her application to enrol.
- (d) If a regular part-time nurse wishes to apply for coverage subsequent to the thirty one (31) day period in (c), she/he will be required to provide satisfactory evidence of insurability and to be qualified in accordance with that evidence.
- (e) The Employer will notify the Union of any change to the benefit costs to nurses.

Dated at Ottawa, Ontario this 5th day of April, 2006.

FOR THE EMPLOYER

G Champagne  
Beta  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

Ames Cullloch  
Labour Relations Officer  
J. Patterson  
[Signature]  
Janice deBeir

LETTER OF UNDERSTANDING

Between:

CHILDREN'S HOSPITAL OF EASTERN ONTARIO

And:

ONTARIO NURSES' ASSOCIATION

Re: Self scheduling

The parties agree to implement the jointly developed Self Scheduling Guidelines, dated May, 2005, attached.

Dated at Ottawa, Ontario this 5th day of April, 2006.

FOR THE EMPLOYER

*Thompson*  
 \_\_\_\_\_  
*Rattal*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE UNION

*MacCulloch*  
 \_\_\_\_\_  
 Labour Relations Officer  
*Balaban*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*Joanne de Beau*  
 \_\_\_\_\_  
 \_\_\_\_\_

## SELF-SCHEDULING GUIDELINE

**May 2005**

A. Principle:

Self-scheduling is the mechanism by which nurses on a unit create their own work schedules. The purpose of self scheduling is to improve job satisfaction and quality of work life for the participating nurses. Self scheduling requires a collaboration of nurses and management to ensure proper coverage of the work unit and to meet the provisions of the Collective Agreement.

Defining characteristics of self scheduling are attached at Appendix A.

B. Implementation:

1. Voting Procedure: Full time and/or part time staff may make a written request to the Operations Director to enter into self scheduling for a six **(6)** month trial period. Upon approval by the Operations Director, a vote conducted by the Hospital and the Union will be held by secret ballot. An initial vote to implement a trial will require the approval of seventy-five percent (75%) of the nurses participating. Full time and part time staff will vote separately. Self Scheduling Guidelines shall be posted for four **(4)** weeks prior to voting.

Following the six (6) month trial period and, after evaluation, with the continued approval of the Operations Director, a secret ballot will be conducted by the Hospital and the Union and where seventy-five percent (75%) of the nurses indicate a desire to continue with Self Scheduling, it will be adopted on a permanent basis.

C. Discontinuation:

The Hospital may, upon six (6) weeks' notice, terminate self scheduling.

Full time and/or part time staff may make a written request to the Operations Director to discontinue self scheduling. Self Scheduling shall be discontinued on any unit where fifty one **(51%)** percent of the nurses indicate by secret ballot in a vote conducted by the Hospital and the Union, that they wish to discontinue self scheduling on their unit,

D. Structure

1. Fixed Rules:

In order for self scheduling to function on any unit, there must be at least two **(2)** group facilitators who have agreed to coordinate the process. The names of the facilitators will be submitted to the Immediate Supervisor for approval,

Self scheduling must produce a rotation that:

- a) will be in accordance with the Collective Agreement.
- b) shall not result in additional costs to the Employer and must be done on a strictly voluntary basis.
- c) is approved by the Immediate Supervisor.
- d) will occur over 12 months of the year



- e) fulfills the nurses full time commitment or the individual point codes of part time staff
- f) will result, by collaboration with the Immediate Supervisor, in a fully completed rotation, one that fulfills all of the staffing needs of the unit
- g) will be posted within the established timelines
- h) meets baseline staffing requirements, (including unit specific skill requirements, language requirements and requirements for charge nurse) which will be identified in writing to the facilitators by the Immediate Supervisor or her designate.
- i) respects vacation quotas, the maximum number of employees that are initially permitted to be off within any 24 hour period. This number may be increased, dependant on Unit conditions. Vacation quotas will be identified in writing to the facilitators by the immediate supervisor or her designate.
- j) restricts requested time off to valid entitlements by tracking individual vacation hours remaining, self funded vacation, banked time, stat holiday time remaining etc. Entitlements remaining will be identified in writing to the facilitators by the immediate supervisor or her designate.

Where any of these conditions are not fulfilled, the Immediate Supervisor and the facilitators will meet on an expedited basis to resolve any deficiencies. Staff will be notified and schedules will be altered in accordance with the Collective Agreement in order to fulfill the needs of the unit.

## 2. Scheduling Process

- a) In discussion with the immediate supervisor, all staff members participating in self scheduling will be placed into groups. They will in turn be placed in order of seniority within each group.
- b) Each group will elect or volunteer a facilitator to represent them. This person will be responsible for ensuring that each nurse selects their shifts in a timely manner. The names of the facilitators will be submitted to the Immediate Supervisor for approval.
- c) Each group member is responsible to make themselves available to choose their shifts or to communicate their availability to their group facilitator in order to complete their selection within the time period allotted on the unit.
- d) Nurses shift selection may be assigned to the facilitator or to another staff member where individual availability to select is compromised. The failure of an individual nurse to complete their selection promptly in accordance with unit practice may result in forfeiture of order of selection.
- e) Where full time staff self schedule, they will select their shifts in advance of the part time staff. Where management schedules full time staff, that schedule will be created first.
- f) Groups, other than Group 1, must include a mix of junior and senior nurses
- g) Shift selection for each group shall take no more than 3 days/group.
- h) As each 6 week rotation is unique, required shifts will be determined and selected for that particular schedule only.
- i) Group 1 will always select first from the available shifts. Group 1 is comprised of
  - On units where nurses work extended tours or a mixed rotation, staff who are contracted to work exclusively 8-hour shifts

- Staff who require specific scheduling as a result of an approved accommodation.
  - Staff scheduled to work permanent shifts in accordance with the collective agreement [D.2 (k), (m)]
- j) Groups 2, 3 etc
- Groups 2, 3 etc. will sign up to select shifts in turn, with the most senior in the group choosing first.
  - These groups will rotate every six weeks to select their shifts first, following Group 1 (i.e. first rotation will be Groups 1, 2, 3, 4; the second rotation will be Groups 1, 3, 4, 2, third rotation will be Groups 1, 4, 2, 3, and so on).
- k) All staff will select from the remaining required shifts in accordance with Articles D.4(h) part time; D.2 (k) full time.
- l) If point codes are not met, available shifts will be assigned in order to meet that obligation.

After all groups have chosen their shifts according to entitlement (FT/PT), extra available shifts will be offered in accordance with the local collective agreement, Article D 9.

### 3. Weekends

- a) Obligations under the Collective Agreement will be maintained. For quick reference purposes, selected portions of the collective agreement are reproduced below:

#### Article 14.15 (Central Agreement).

A nurse shall be paid a weekend premium of one dollar and thirty five cents (**\$1.35**) per hour for each hour worked between **2400** hours Friday and **2400** hours Sunday, or other such **48** hour period as the local parties may agree upon. If a nurse is receiving premium pay under article **14.03**, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

Effective April **1, 2003** a nurse shall be paid a weekend premium of one dollar and forty five cents (**\$1.45**) per hour for each hour worked between **2400** hours Friday and **2400** hours Sunday, or such other **48** hour period as the local parties may agree upon. If a nurse is receiving premium pay under article **14.03**, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

#### Article D.2 (e) (Local Agreement)

(e) The Hospital will give at least two weekends off in four. A weekend shall be defined as at least fifty six (56) consecutive hours from completion of the Friday day or evening tour. However, the hospital will endeavour to continue its present practice of giving one weekend off in two.

A Registered Nurse shall receive premium pay for all hours worked on a third (3<sup>rd</sup>) and subsequent consecutive weekend except where:

- i) such weekend has been worked by the registered nurse to satisfy specific days off requested by the Registered nurse; or
  - ii) the Registered Nurse has requested weekend work
  - iii) such weekend is worked as a result of an exchange of tours with another Registered Nurse.
- b) It is expected that where full time staff self schedule, each full time nurse shall select a minimum of six weekend shifts over three weekends in any six week rotation. [D.2(e)]
- c) The actual number of remaining weekend shifts required to complete each rotation will be divided equally among the part time staff up to a maximum schedule of every other weekend or two in four. The number of weekend shifts required from part time staff will be dependant upon the needs of the unit.
- d) The statutory holiday attached to a weekend will first be made available to those nurses working that weekend. [D.2(o)]

#### 4. Vacation and Leaves

- e) Requests for vacation will be made in accordance with the local collective agreement and will be subject to approval based on unit needs. [F.2]
- f) Requests for leaves of absence will be made in accordance with the central collective agreement and will be subject to the approval of the Operations Director or delegate according to the requirements in Article 11.

#### APPENDIX A

##### DEFINING CHARACTER

Self Scheduling is the process by which nurses on a unit collectively determine and implement the work schedule. Self scheduling is a dynamic process that changes with the needs of the unit and the needs of the nurses participating. Good communication and strong commitment are essential to the success of self scheduling,

##### Advantages:

- Fosters an improvement in quality of work life by increasing staff control over their work schedule. Allows nurses to better meet the demands of their personal life
- Reduces staff turnover and increases **job** satisfaction.
- Increases the awareness of the complexities **of** staffing and fosters team spirit and cooperation between staff and management
- Decreases absenteeism

##### Disadvantages:

- Additional demand on time required to complete the work schedule

##### What self scheduling means:

- Individual employees, with the support of the facilitators take responsibility for generating the unit schedule and covering the needs of the unit
- Employees are grouped and select shifts in turns
- Employees can negotiate with their peers to make changes
- Hospital policies and collective agreements are respected

What self scheduling does NOT mean

- Nurses always get the shifts that they want
- Nurses always get the time off that they want
- Full time and part time nurses don't get their allocation of hours
- Nurses can choose not to work nights, weekends and stat holidays
- Supervisors and Managers can abandon all responsibility for scheduling.

Because Self Scheduling is a dynamic process, requirements for changes to this guideline are anticipated and suggestions for those changes are welcomed from participating staff at any time, Please submit suggested changes to unit managers for consideration.

**LETTER OF UNDERSTANDING**

Between:

**CHILDREN'S HOSPITAL OF EASTERN ONTARIO**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: 2 Day – 2 Night Schedules

The parties agree to jointly develop a 2 day, 2 night Scheduling Guideline, during the term of the collective agreement.

Dated at Ottawa, Ontario this 5th day of April, 2006.

FOR THE EMPLOYER

*Champagne*  
*Batta*  
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\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

*Omeyueloch*  
Labour Relations Officer  
*[Signature]*  
*[Signature]*  
*Yasne de Ben*  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**CHILDREN'S HOSPITAL OF EASTERN ONTARIO (CHEO)**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Voluntary Part-time Benefits

In April 2006, the Hospital will send a written communication to all regular part-time nurses describing the premium costs of health and welfare benefits in Article 17.01 of the Collective Agreement. Regular part-time nurses must work a minimum of fifteen (15) hours per pay period to be eligible to enrol in the health and welfare benefits and are subject to the following conditions:

1. Current regular part-time nurses may enrol, without evidence of insurability, by no later than May 31, 2006.
2. Newly hired regular part-time nurses, subsequent to April 30, 2006, will be eligible to enrol for a period of thirty one days (31) from date of hire and will be subject to normal enrolment provisions thereafter.

Dated at Ottawa, Ontario this 5th day of April, 2006.

**FOR THE EMPLOYER**

*M. Champagne*  
*B. Bates*  
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**FOR THE UNION**

*A. MacLachlan*  
 Labour Relations Officer  
*[Signature]*  
*[Signature]*  
*[Signature]*  
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