

**COLLECTIVE AGREEMENT**

**Between:**

**LENNOX & ADDINGTON COUNTY GENERAL HOSPITAL  
(hereinafter referred to as "the Hospital")**

**And:**

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

**Full-Time and Part-Time**

**EXPIRY: March 31, 2001**

APPENDICES TO THE COLLECTIVE AGREEMENT

BETWEEN:

LENNOX & ADDINGTON COUNTY GENERAL HOSPITAL  
(hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: March 31, 2001

## INDEX

APPENDIX '3' .....	4
SALARY SCHEDULES.....	4
APPENDIX '4'.....	7
LOCAL ISSUES.....	7
ARTICLE A – RECOGNITION.....	7
ARTICLE B - MANAGEMENT FUNCTIONS.....	7
ARTICLE C - COMMITTEES AND REPRESENTATIVES.....	8
ARTICLE D – SCHEDULING.....	8
ARTICLE E – VACATIONS.....	15
ARTICLE F - PAID HOLIDAYS.....	17
ARTICLE G – GENERAL.....	17
ARTICLE H - LEAVE OF ABSENCE - UNION BUSINESS.....	18
ARTICLE I - PREPAID LEAVE.....	19
ARTICLE J - JOB SHARING.....	19
ARTICLE K - WORKERS COMPENSATION AND MODIFIED WORK.....	21
ARTICLE L – STANDBY.....	21
LETTER OF UNDERSTANDING.....	24
RE: MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE.....	24
LETTER OF UNDERSTANDING.....	25
RE: PARKING.....	25
LETTER OF UNDERSTANDING.....	26
Re: Seniority Transfer/Loss Declaration Affecting Current Employees Working in Supervisory Positions.....	26

## APPENDIX '3'

SALARY SCHEDULES

		<u>April 1,</u> <u>1998</u>	<u>April 1,</u> <u>1999</u>	<u>Date of</u> <u>Ratification</u>	<u>April 1,</u> <u>2000</u>
<u>Registered Nurse</u>					
Start	Hourly	18.67	19.04	20.00	20.50
	Monthly	3033.88	3094.00	3250.00	3331.25
After 1 Year	Hourly	19.60	20.00	20.79	21.31
	Monthly	3185.00	3250.00	3378.38	3462.88
After 2 Years	Hourly	20.38	20.79	21.88	22.43
	Monthly	3311.75	3378.38	3555.50	3644.88
After 3 Years	Hourly	21.45	21.88	22.96	23.54
	Monthly	3485.63	3555.50	3731.00	3825.25
After 4 Years	Hourly	22.51	22.96	24.05	24.66
	Monthly	3657.88	3731.00	3908.13	4007.25
After 5 Years	Hourly	23.58	24.05	25.42	26.05
	Monthly	3831.75	3908.13	4130.75	4233.13
After 6 Years	Hourly	24.92	25.42	26.77	27.44
	Monthly	4049.50	4130.75	4350.13	4459.00
After 7 Years	Hourly	26.24	26.77	28.13	28.84
	Monthly	4264.00	4350.13	4571.13	4686.50
After 8 Years	Hourly	27.58	28.13	29.51	30.24
	Monthly	4481.75	4571.13	4795.38	4914.00
After 9 Years	Hourly	28.93	29.51		
	Monthly	4701.13	4795.38		
<u>Head Nurse</u>					
Start	Hourly	19.83	20.23	21.27	21.80
	Monthly	3222.38	3287.38	3456.38	3542.50
After 1 Year	Hourly	20.84	21.27	22.15	22.71
	Monthly	3386.50	3456.38	3599.38	3690.38
After 2 Years	Hourly	21.72	22.15	23.32	23.90
	Monthly	3529.50	3599.38	3789.50	3883.75
After 3 Years	Hourly	22.86	23.32	24.51	25.13
	Monthly	3714.75	3789.50	3982.88	4083.63
After 4 Years	Hourly	24.03	24.51	25.69	26.35
	Monthly	3904.88	3982.88	4174.63	4281.88
After 5 Years	Hourly	25.19	25.69	27.14	27.81
	Monthly	4093.38	4174.63	4410.25	4519.13
After 6 Years	Hourly	26.60	27.14	28.58	29.30
	Monthly	4322.50	4410.25	4644.25	4761.25
After 7 Years	Hourly	28.01	28.58	30.02	30.78
	Monthly	4551.63	4644.25	4878.25	5001.75

After 8 Years	Hourly	29.44	30.02	31.50	32.28
	Monthly	4784.00	4878.25	5118.75	5245.50
After 9 Years	Hourly	30.88	31.50		
	Monthly	5018.00	5118.75		

### Assistant Head Nurse

Start	Hourly	19.06	19.44	20.44	20.95
	Monthly	3097.25	3159.00	3321.50	3404.38
After 1 Year	Hourly	20.03	20.44	21.28	21.81
	Monthly	3254.88	3321.50	3458.00	3544.13
After 2 Years	Hourly	20.86	21.28	22.39	22.95
	Monthly	3389.75	3458.00	3638.38	3729.38
After 3 Years	Hourly	21.95	22.39	23.52	24.12
	Monthly	3566.88	3638.38	3822.00	3919.50
After 4 Years	Hourly	23.06	23.52	24.63	25.26
	Monthly	3747.25	3822.00	4002.38	4104.75
After 5 Years	Hourly	24.15	24.63	26.02	26.67
	Monthly	3924.38	4002.38	4228.25	4333.88
After 6 Years	Hourly	25.51	26.02	27.42	28.10
	Monthly	4145.38	4228.25	4455.75	4566.25
After 7 Years	Hourly	26.87	27.42	28.81	29.53
	Monthly	4366.38	4455.75	4681.63	4798.63
After 8 Years	Hourly	28.24	28.81	30.21	30.95
	Monthly	4589.00	4681.63	4909.13	5029.38
After 9 Years	Hourly	29.61	30.21		
	Monthly	4811.63	4909.13		

### Clinical Specialist

Start	Hourly	19.29	19.67	20.63	21.15
	Monthly	3134.63	3196.38	3352.38	3436.88
After 1 Year	Hourly	20.22	20.63	21.42	21.96
	Monthly	3285.75	3352.38	3480.75	3568.50
After 2 Years	Hourly	21.00	21.42	22.51	23.08
	Monthly	3412.50	3480.75	3657.88	3750.50
After 3 Years	Hourly	22.07	22.51	23.59	24.19
	Monthly	3586.38	3657.88	3833.38	3930.88
After 4 Years	Hourly	23.13	23.59	24.69	25.32
	Monthly	3758.63	3833.38	4012.13	4114.50
After 5 Years	Hourly	24.21	24.69	26.05	26.70
	Monthly	3934.13	4012.13	4233.13	4338.75
After 6 Years	Hourly	25.54	26.05	27.42	28.10
	Monthly	4150.25	4233.13	4455.75	4566.25
After 7 Years	Hourly	26.87	27.42	28.76	29.49
	Monthly	4366.38	4455.75	4673.50	4792.13
After 8 Years	Hourly	28.20	28.76	30.14	30.89
	Monthly	4582.50	4673.50	4897.75	5019.63

## L6

After 9 Years	Hourly	29.55	30.14
	Monthly	4801.88	4897.75

Graduate Nurse

Start	Hourly	18.24	18.60	19.53	20.02
	Monthly	2964.00	3022.50	3173.63	3253.25
After 1 Year	Hourly	19.14	19.53	20.28	20.79
	Monthly	3110.25	3173.63	3295.50	3378.38
After 2 Years	Hourly	19.88	20.28	21.34	21.88
	Monthly	3230.50	3295.50	3467.75	3555.50
After 3 Years	Hourly	20.92	21.34	22.39	22.95
	Monthly	3399.50	3467.75	3638.38	3729.38
After 4 Years	Hourly	21.95	22.39	23.44	24.03
	Monthly	3566.88	3638.38	3809.00	3904.88
After 5 Years	Hourly	22.98	23.44	24.74	25.36
	Monthly	3734.25	3809.00	4020.25	4121.00
After 6 Years	Hourly	24.26	24.74	26.06	26.71
	Monthly	3942.25	4020.25	4234.75	4340.38
After 7 Years	Hourly	25.55	26.06	27.38	28.07
	Monthly	4151.88	4234.75	4449.25	4561.38
After 8 Years	Hourly	26.85	27.38	28.72	29.43
	Monthly	4363.13	4449.25	4667.00	4782.38
After 9 Years	Hourly	28.15	28.72		
	Monthly	4574.38	4667.00		

APPENDIX '4'

LOCAL ISSUES

ARTICLE A – RECOGNITION

- A-1 (a) The Hospital recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at Lennox & Addington County General Hospital Association, at Napanee, save and except Nursing Supervisors, persons above the rank of Nursing Supervisor, and persons regularly employed for not more than **twenty-four (24)** hours per week.
- (b) The Hospital recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at Lennox & Addington County General Hospital Association, at Napanee, save and except Nursing Supervisors, and persons above the rank of Nursing Supervisor, and persons regularly employed for more than **twenty-four (24)** hours per week.
- A-2 The phrase “immediate supervisor”, when used in this Agreement shall mean the “Nurse Manager” or in her absence the Supervisor.

ARTICLE B - MANAGEMENT FUNCTIONS

- B-1 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline employees, provided that a claim by an employee that she has been unjustly promoted, demoted, transferred, laid-off, or a claim by an employee that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;

- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

#### ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 (a) Negotiating Committee

The Negotiating Committee shall be composed of three (3) employees, representing both full time and part time units.

(b) Hospital-Union Committee

The Hospital-Union Committee shall be composed of three (3) representatives of the Union, representing both full time and part time units.

(c) Grievance Committee

The Grievance Committee shall be composed of three (3) representatives of the Union, representing both full time and part time units.

(d) Employee Representatives

There shall be three (3) employee representatives from different areas of the Hospital, and in addition one (1) part time employee representative.

C-2 Union Interview

The Union interview shall take place during the orientation period, the time and place to be arranged by the nursing office, and the nursing office shall provide the local representatives with advanced notice of the time and place of the Union interview.

#### ARTICLE D – SCHEDULING

D-1 Subject to Article 13.01 (b), 13.02 and D-5, employees may take **two (2)** fifteen (15) minute breaks, one in each half of the tour, or, one (1) thirty (30) minute break per tour.

D-2 Regular Part Time Commitment

A regular part time employee is an employee who has made a commitment in writing to the Hospital and who shall be available as follows:

- (a) Be available to work up to three (3) shifts per week, six **(6)** shifts per pay period as determined by the hospital. When extra shifts are available, they



shall be first offered to regular part time nurses in order to bring them up to their commitment of three (3) tours per week.

- (b) Available to work one ~~(1)~~ weekend in ~~two~~.
- (c) Available three (3) holidays per year, in addition to either Christmas or New Year's.
- (d) Casual employees are expected to be available for and accept occasional shifts as requested by the hospital.
- (e) Employees reporting sick will observe the following procedure:
  - i) Employee taking ill or suffering an accident during working hours, will notify their immediate supervisor before leaving their duties.
  - ii) Where an illness or accident takes place which interferes with the employee being able to work a scheduled or accepted shift assignment the employee will notify her or his immediate supervisor or designate, as soon as possible but in any event, providing at least four (4) hours personal notice unless unable to ~~do so~~ in extenuating circumstances.
  - iii) Prior to resuming work, following sick leave, the employee will provide reasonable notice to her or his immediate supervisor or designate.
- (f) The Hospital agrees to equitably distribute the available shifts amongst all the regular part time employees in a unit(s), prior to the posting of the unit schedule and on the basis of seniority up to and according to their commitment, if the work is available, under Article D.2 (a).
- (g) Laid off employees shall be provided first opportunity to work extra tours after all regular part time employees are scheduled as per (a) above and in accordance with Article 10.09(b).
- (h) The following conditions in offering extra tours to regular part time nurses shall apply following the posting of work schedules:
  - i) Employees who wish to be considered for additional tours must indicate, in writing, their availability in the manner prescribed by the Hospital;
  - ii) A tour will be deemed to be offered whenever a call is placed;
  - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium;

- iv) When a regular part time employee accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made;
- v) Provided they are qualified to, employees may submit their availability, in writing, to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.

D-3

- (a) Employees will not be scheduled to work more than seven (7) consecutive days, to be followed by at least two (2) consecutive days off. Part time employees may request a single day ~~off~~.
- (b) Schedules will be posted at least two (2) weeks in advance and will cover a period of six (6) weeks. An employee may be permitted to exchange her scheduled tours of duty with another employee, provided the arrangement is submitted in writing and approved by the immediate supervisor and such approval shall not be unreasonably withheld, is co-signed by the employee willing to exchange tours, and such arrangements shall not result in the requirement of any premium payment by the Hospital.

Requests for specific days off shall be submitted ~~two~~ (2) weeks in advance of the requested time off. Requests for specific days off shall be submitted two (2) weeks in advance of each posted schedule. Requests after the posting of the schedule will be subject to the approval of the Nurse Manager.

- (c) The Hospital will not schedule split shifts.
- (d) There will be at least sixteen (16) hours off between shifts, and at least forty-eight (48) consecutive hours ~~off~~ following night duty (prior to being scheduled for a shift of evenings or days). A shorter period of time between changes of shifts may be agreed upon by mutual consent. However, such agreement shall not disentitle an employee to premium payment under Article 14, save and except where:
  - i) such time has been worked by the employee to satisfy specific days off requested by such employee; or,
  - ii) such employee has requested in writing to work less than the required number of hours off duty between tours. The employee may rescind this request in writing with ~~two~~ (2) weeks notice prior to the next posted schedule; or,
  - iii) such time is worked as the result of an exchange of shifts with another employee.
- (e) Full time employees employed on the evening, night or day tours on a permanent basis will not be rotated except by mutual consent. Notwithstanding the above each full time permanent employee may be required to do a tour of duty on days, for inservice requirements and

evaluation every six months not to exceed two weeks in each 6-month period.

- (9) An employee may not be required to change tours of duty more than once during a work week, unless otherwise mutually agreed.
- (g) The Hospital will attempt to schedule employees to rotate two (2) tours of their preference, subject to staffing requirements of the individual nursing unit. However, it is understood that this may not always be possible, in which case nurses shall be required to work all three (3) shifts.

When master schedules are to **be** changed, every effort will be made to offer rotations on the new master to present full time bargaining unit members working in the **area/unit** on the basis of seniority.

- (h) The Hospital shall schedule full time employees alternate weekends off work.
- (i) If the employee is required to work on a third (3<sup>rd</sup>) subsequent and consecutive weekend, she will receive premium payment as per Article 14.03 for **all** hours worked on that weekend and subsequent and consecutive weekends, until she receives a weekend off duty, 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 in writing. Discontinuance of such request will be provided in writing by the employee; or
  - iii) such weekend is worked as the result of an exchange of shifts with another employee.

- (j) The Hospital will not change a full time employee's posted schedule with less than **forty-eight** (48) hours' notice, unless by mutual agreement.
- (k) A weekend *off* shall consist of fifty-six (56) consecutive hours off work during the period following the completion of the employee's Friday shift until the commencement of the employee's Monday shift.
- (l) An employee will be scheduled off work not less than five (5) consecutive days at either Christmas or New Year's season, except in areas which are not normally required to work on weekends and paid holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 15th.

For the purpose of this schedule, Christmas shall be defined as December 24th, December 25th and 26th, and New Year's shall be defined as December 31st and January 1st.

Time ~~off~~ for Christmas and New Year's shall ~~be~~ posted by November 25th.

The waiving of the normal scheduling conditions shall not disentitle employees from receiving premium payment for violations of the scheduling regulations under these clauses in Article D, save and except Article D-4 (d) (ii) where an employee schedule has been adjusted to accommodate their holiday period off. The employee will be scheduled ~~two~~ weekends on followed by ~~two~~ weekends ~~off~~.

The Hospital will endeavour to continue with the past practice of ensuring that nurses who are scheduled off work during the Christmas or New Years time frame in one year, will be scheduled to work the alternate period, the following year.

- (m) In the event that the Hospital introduces a permanent new shift, with different starting and stopping times, such shift shall only be introduced after eight **(8)** weeks written notice to and discussion with the Union.

For purposes of Article 14.10 the normal evening shift shall be defined as 1500 hours to 2300 hours and the normal night shift will be defined as 2300 hours to 0700 hours.

- (n) A full time employee who normally rotates shall not be required to work more than ~~two~~ **(2)** consecutive weeks on either the evening or night tour without being scheduled for a period of day tours, unless ~~otherwise~~ agreed.
- (o) Head Nurses shall receive at least every second weekend ~~off~~ provided that such existing Head Nurses who are presently receiving every weekend off shall continue to do ~~so~~.
- (p) The present practice of granting every weekend ~~off~~ to employees working in the Operating Room shall continue.
- (q) The night shift is the last shift of the day.
- (r) The present practice of not requiring employees to work more than five **(5)** consecutive nights without days off shall continue. This provision shall not apply to permanent night employees.
- (s) Time off in lieu of overtime shall be scheduled at a mutually agreeable time between the full time employee and her immediate supervisor, within sixty **(60)** days of the overtime occurring.

If the lieu day cannot be rescheduled at a mutually agreeable time within **sixty** days, then the time frame may be extended with the mutual agreement of the parties or the full time employee shall receive pay out for the lieu time.

- (t) The Hospital will endeavour to equitably distribute shift work assigned to full time employees who are rotating shifts.

- (u) Failure of the Hospital to comply with the above scheduling regulations, unless waived by mutual agreement, will result in the affected employees being paid premium rates as specified in Article 14.03 of the central document.

D-4

Extended Tours

- (a) 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 compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
  - i) fifty percent (50%) 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, or
    - C) where the Hospital wishes to do **so** for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the compressed work week in the schedule.
- (c) 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 compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are **so** amended.
- (d) Scheduling regulations for extended tours shall be as follows:
  - i) No more than three (3) consecutive extended tours or three (3) extended tours in combination with **two** (2) tours of 7.5 hours or less shall be scheduled without a day **off**. An employee shall receive premium payment for a shift exceeding the five (5) shifts defined

above or a fourth (4<sup>th</sup>) subsequent and consecutive extended tour until the employee receives a day ~~off~~.

- ii) Employees working extended tours shall be scheduled ~~off~~ every other weekend; if an employee is required to work on a second subsequent and consecutive weekend she shall receive premium payment as set out in Article 14.03 of the central document for all hours worked on such subsequent and consecutive weekends worked until she receives a weekend ~~off~~ duty.
- iii) A weekend ~~off~~ shall be defined as sixty (60) consecutive hours scheduled off duty following the completion of the Thursday night tour or the Friday day tour.
- iv) Employees shall be allowed to exchange tours subject to Article D-3 (b).
- v) The maximum number of extended tours worked in any given seven (7) day period shall be five (5) and an employee shall not be required to work more than seven (7) days in a two week pay period.

If an employee is required to work hours in excess of the above, she/he shall receive premium payment for all such hours worked until she/he is given time ~~off~~.

#### D-5 Tours of less than 7.5 hours

Where the Hospital schedules tours less than 7.5 hours, Article D in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of shifts of less than 7.5 hours to a minimum
- (b) Employees working less than 7.5 hour tours shall be granted the appropriate paid rest period.
- (c) No part time employee will be scheduled solely on tours of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee or agreed upon voluntarily between the employee and the hospital.
- (d) For employees working tours of duty of less than 7.5 hours, no more than five (5) shifts in a row shall be scheduled. If an employee is required to work on a sixth (6<sup>th</sup>) consecutive and subsequent tour, then she or he will receive premium payment for each shift so worked until a day is scheduled ~~off~~.

- D-6 (a) Proposed master rotations will be developed by the Employer jointly with the unit staff. Be it understood that the rotations must comply with the scheduling regulations as defined in the Collective Agreement.

- (b) Copies of specific unit schedules will be made available to the Bargaining Unit President on request.

D-7

Standby

- (a) Employees who are assigned to standby duty shall be normally scheduled for standby duty at least **two (2)** weeks in advance, and this schedule will cover a period of six **(6)** weeks.
- (b) Employees who are required to be on standby shall have at least one (1) weekend in **two (2)** scheduled off. Employees shall only be required to be available for standby for a maximum of fourteen **(14)** shifts in a **two (2)** week period unless mutually agreed otherwise.
- (c) The Hospital will endeavour to equitably distribute standby duty with the option of exchange following notification to the immediate supervisor.
- (d) A full time employee other than nurses in the operating room will not be scheduled for standby on a scheduled day off or scheduled on a weekend off.
- (e) If a full time or part time employee is to be scheduled for standby on a weekend, it shall coincide with their weekend to be worked.
- (9)** Beepers will be available for employees scheduled for standby. The employee is responsible for ensuring the return of the beeper prior to the next employee's scheduled standby assignment.
- (g) When an employee has been called in from standby and worked the hours after 2400 hours, such employee may request to utilize banked lieu time for the subsequent day shift. The employer would endeavour to replace the employee for that shift.

ARTICLE E – VACATIONS

E-1 The vacation year for the purpose of entitlement shall be May 1st to April 30th.

- E-2 (a) It is understood and agreed that vacations are not necessarily continuous. However, the Hospital will endeavour to accommodate the wishes of employees with respect to the choice of vacation dates, subject to the patient care and staffing requirements of the Hospital. The Hospital shall not unreasonably deny vacations.
- (b) Vacation preference for vacations between June 15<sup>th</sup>, and September 30<sup>th</sup> and March break will be submitted by the employee to the Nurse Manager or her/his designate in writing by April 1<sup>st</sup> of each year, and vacation shall be posted and finalized no later than May 15th.

Vacations requested outside of this time period will be dealt with on a first come first served basis.

- (c) Employees shall be given preference with respect to their vacation periods in accordance with seniority. An employee may exercise her seniority rights only once in the vacation year related to the vacation period referred to in (b) above.
- E-3**
- (a) Vacation quotas shall not include members outside the bargaining unit or members of the bargaining unit who are on leaves of absence. The Hospital shall not unreasonably deny vacations.
  - (b) Regular part-time employees shall not be included in the full-time vacation quota and full time employees shall not be included in the regular part time vacation quota.
  - (c) Regular part time employees shall be allowed vacation time off on the same ratio as full time employees.
- E-4** The present practice of granting both the weekend preceding the vacation and the weekend immediately following vacation as days off, once in each vacation year, shall continue.
- E-5** Subject to **E-4** above, the Hospital shall endeavour to schedule the weekend preceding the vacation, or the weekend immediately following the vacation as days off.
- E-6** Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following such vacation.
- E-7**
- (a) Vacation pay may be paid to full time employees, in advance of their vacation period, if they so request, in writing. Such request must be submitted to the nursing office four (4) weeks in advance of the pay period prior to the commencement of vacation.
  - (b) Vacation pay shall be paid to all part time employees in accordance with the present practice, and on each regular pay cheque, on a bi-weekly basis.
- E-8** A week of vacation shall be defined as a seven-day period. Vacations may be scheduled to commence on any day of the week, subject to the other conditions outlined in Article **E**.
- E-9** An employee shall be allowed to take single vacation days subject to the staffing and scheduling requirements of the unit or area; however, such requests will not be unreasonably denied.



ARTICLE F - PAID HOLIDAYS

- F-1 For the purposes of Article 15, the following shall be designated days:
- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | August (Civic Holiday) |
| 3rd Monday in February | Labour Day             |
| Good Friday            | Thanksgiving Day       |
| Easter Monday          | 2nd Monday in November |
| Victoria Day           | Christmas Day          |
| Canada Day (July 1)    | Boxing Day             |
- F-2 A tour that begins or ends during the 24-hour period of the above holidays 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.
- F-3 Upon written request lieu days will be granted within sixty (60) days of the holiday, at a mutually agreeable time between the full time employee and her immediate supervisor. Failing mutual agreement within eight (8) weeks after the above qualifying period has passed, then the time frame may be extended with the mutual agreement of the parties or the full time employee shall receive pay out for the lieu time. The full time employee shall be allowed to accumulate up to five lieu days to be taken consecutively upon written request.
- F-4 Scheduling of a day off on the day of observance of a holiday will be distributed among the employees in each nursing unit concerned equitably as is reasonably practical.
- F-5 The Hospital shall endeavour to schedule employees who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or a Friday).
- If a full time employee is scheduled off on a paid holiday (if a Monday or a Friday), then the Hospital shall endeavour to schedule the attached weekend off also.
- F-6 **OR** staff shall be scheduled off on all paid holidays. On call duty shall be distributed equitably among the **OR** staff so assigned on a paid holiday.

ARTICLE G – GENERAL

- G-1 Bulletin Boards
- The Hospital **will** provide bulletin board spaces for the purpose of posting notices regarding meetings and other Union matters. All such notices other than notices of meetings must be signed by a member of the Union executive and submitted to the Hospital Administrator for approval prior to being posted. Approval will not be unreasonably withheld.
- G-2 The Employer shall make a direct deposit of pay cheques to the employee's designated bank every other Friday by 11:00 a.m. Pay stubs shall be issued to all

nurses on a Friday on a biweekly basis. If the employee's bank cannot accommodate the above time frame, an extra day will be required and the employee will be notified by the Employer of this.

**G-3** A copy of the seniority list will be filed with the Union semi-annually in January and June of each year.

**G-4** In accordance with the existing practice, the Hospital shall continue to provide employees working in the Emergency Room, Operating Room, Recovery Room and Labour and Delivery with O.R. uniforms. The Hospital will also continue to provide and launder these uniforms at no cost to the employee.

The Hospital agrees to maintain its policy of providing disposable OR caps and disposable boot covers for the OR staff as required. In addition, the Hospital agrees to continue its policy of providing OR apparel for the staff in the OR department.

**G-5** Dues Deduction List

The Employer shall forward to the Union a list showing the names of new employees from whom Union dues are being deducted together with a list of terminations and all other changes of status which affect dues deductions or the rate of dues deducted.

**G-6** Nurse Abuse

(a) Abuse or harassment in any form will not be tolerated pursuant to Hospital policy #A0-25. The Parties agree to share statistics with regard to employee abuse at the Hospital-Union Committee meetings with the understanding of working together to resolve these issues.

(b) The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work. The Hospital with the nurse's consent will inform the Union within three (3) days of any employee who has been assaulted while performing her work. Such information shall be submitted in writing to the Union as soon as possible.

## ARTICLE H - LEAVE OF ABSENCE - UNION BUSINESS

**H-1** Leave of absence for Union business will be granted in accordance with Article 11 of the central collective agreement provided at least two (2) weeks' notice in writing, is given to the Hospital, except in extenuating circumstances. It is agreed that not more than a total of three (3) employees, full-time and part-time combined, shall be absent on such leave at the same time and only one (1) employee from any one unit, except in extenuating circumstances, in which case, two (2) employees from any one unit will be given time off.

ARTICLE I- PREPAID LEAVE

I-1 The number of employees that may be absent at any one time shall be as follows:

- 2 - 1st Floor Surgical/Obstetrics
- 2 - 2nd Floor, Medical/Chronic Care

and one (1) from each of the following areas:

Emergency, O.R./R.R., Special Care Unit.

ARTICLE J - JOB SHARING

J-1 Job Sharing requests with regard to full-time positions shall be considered on an individual basis.

J-2 The employees involved in job sharing are entitled to all the terms of the part time collective agreement except those which are modified as follows:

- (a) Schedules will conform with Articles **D** and **J** of the Collective Agreement which set out scheduling.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour. However, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the Management in the area concerned. Such permission will not be unreasonably withheld.
- (c) Employees will be granted at least five (5) consecutive days off over either Christmas or New Years. When one or both job sharers work over Christmas, neither can be required to work over New Years and vice versa unless mutually agreed otherwise. Should employees be assigned to work either Christmas or New Years, they will be expected to work on at least five (5) consecutive days, if required, for normal tours and at least three (3) consecutive days for extended tours, if required. Where both job sharers request to work Christmas or New Years or request to have either off and a conflict exists, then seniority shall be the deciding factor.
- (d) Paid Holidays  
Job sharers will not be required to work, in total, more paid holidays than would one (1) full time employee, unless mutually agreed otherwise.
- (e) Each job sharer may exchange shifts with her or his partner, as well as other employees as provided by the Collective Agreement. A job sharer may exchange with nurses other than her or his partner only on scheduled tours off for the full time line.

**(9)** Coverage

i) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the scheduling clerk must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences exceeding thirty (30) days. Job sharers shall be offered additional unscheduled tours only **if** they have made their availability known. It is understood that they may only make themselves available on the scheduled days off for that full time line and where such would not result in premium payment.

ii) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central Agreement:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence she or he must inform the scheduling clerk of her or his intentions to cover all of the absent partner's shifts at least two **(2)** weeks prior to the posting of each schedule. If the employee cannot cover for her or his partner, the vacancy will be offered to the most senior regular part time employee.

**(g)** Implementation

Where the job sharing arrangement arises out of the filling of a vacant full time position, the full time position will be posted first and in the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(h) i) An incumbent full time employee wishing to share her or his position, may do **so** without having her or his half of the position posted. The other half of the **job** sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full time employee originating the request. Once the trial period is over, the employee cannot revert to her former position except under (i) below.

iii) Where **two (2)** full time nurses on one Unit wish to job share one **(1)** position, neither half will be posted providing this would create one (1) full time position to be posted and filled according to the collective agreement.

- (i) If one of the job sharers leaves the arrangement her or his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full time, the shared position will become her or his position. If the remaining employee was previously part time and there **is** no part time position available on the same Unit, she or he shall exercise her or his layoff bumping rights to obtain a part time position. The shared position would then revert to a full time position and be posted according to the collective agreement.

- (j) Discontinuation

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

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

#### ARTICLE K - WORKERS COMPENSATION AND MODIFIED WORK

K-1 The Hospital will notify the Local President of the names of all employees who go off work due to a work related injury or LTD by the 15th of each month.

A monthly list of all employees on modified work programmes will accompany the above notification.

K-2 Prior to any employee returning to work on a modified work programme, the Hospital will notify and meet with the employee, 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.

K-3 The Hospital agrees to provide the Union and the employee with a copy of the Workers' Compensation Board Form 7 at the time it is sent to the Board.

#### ARTICLE L - STANDBY

L-1 (a) The Hospital will notify the Union prior to initiating ongoing standby assignments on any unit. It is understood that this language does not apply to the standby already in place in the **OR**.

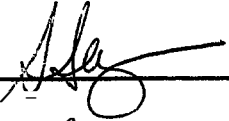
(b) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.

L-2

**Standby, assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments upon written notification to their Manager.**

Dated at *Kagawa*, Ontario, this *23rd* day of *February* 2001.

FOR THE EMPLOYER

  
\_\_\_\_\_

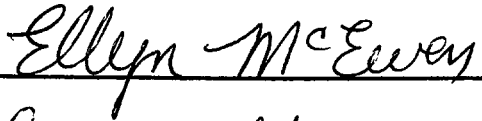
  
\_\_\_\_\_

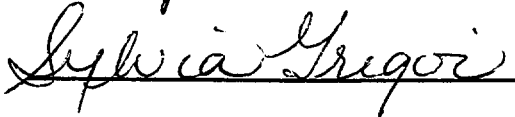
\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_ Labour Relations Officer

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

LETTER OF UNDERSTANDING

Between:

LENNOX AND ADDINGTON COUNTY GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

RE: MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE

The parties agree that the letter of May 20, 1994 to Mr. Arthur Ronald, Executive Director, Lennox & Addington County General Hospital from Richard S. Purdy, Senior Vice President, Frank Cowan Company Limited sets out the above insurance for employees.

Dated at *King*, Ontario, this *23<sup>rd</sup>* day of *February* 2001.

FOR THE EMPLOYER

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

*[Signature]*  
\_\_\_\_\_  
Labour Relations Officer  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_



LETTER OF UNDERSTANDING

Between:

LENNOX AND ADDINGTON COUNTY GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

RE: PARKING

The Employer agrees to continue to provide free parking at the Hospital for all nursing staff.

Dated at *Wapane*, Ontario, this *23rd* day *February* 2001.

FOR THE EMPLOYER

*[Signature]*  
\_\_\_\_\_  
*China Kelly*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

*[Signature]*  
\_\_\_\_\_  
Labour Relations Officer  
*Ellyn McEwen*  
\_\_\_\_\_  
*Sylvia Grigor*  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING

Between:

LENNOX AND ADDINGTON COUNTY GENERAL HOSPITAL

And:

ONTARIO NURSES, ASSOCIATION

Re: Seniority Transfer/Loss Declaration Affecting Current Employees Working in Supervisory Positions

It is acknowledged that the above issue was raised by both parties during the current round (expiry March **31, 2001**) of local issues negotiations. As a resolution to the Union's issue #6 (Items for Discussion) and the Hospital's issue (Pages **29 & 30**), the parties agree as follows:

1. The Letter of Understanding attached to the local issues appendix from the collective agreement expiring March **31, 1998** shall be deleted and replaced with this Letter of Understanding.
2. Nurses currently working in regularly scheduled supervisory positions within the Hospital will declare their intention, in writing, to remain as Supervisors or declare their intention to work solely as a member of the bargaining unit, no later than seven (7) days following the date of ratification.
3. In the event a current supervisory nurse chooses to return permanently to the bargaining unit, her/his seniority will be governed by the provisions of Article 10.10 (a) of the central collective agreement.
4. In the event a current supervisory nurse chooses to continue in a supervisory position her/his seniority will be governed by the provisions of Article 10.10 (b) of the central collective agreement.
5. (a) Notwithstanding 3. and 4. above, the parties agree that current supervisory nurses or any other nurse(s) in future may be offered and may agree to accept a supervisory work assignment, as determined by the Hospital, on a casual basis only. It is understood, however, such nurses will not accumulate bargaining unit seniority for working such casual supervisory assignments.

(b) It is understood and agreed that in the event a nurse is assigned to the supervisory position and subsequently a bargaining unit shift(s) becomes available, Article 19.05 of the central collective agreement will apply. For clarification, the nurse will be credited with bargaining unit seniority for such shift(s) worked.

6. The nurses currently working in regularly scheduled supervisory positions will sign the attached form (Appendix A1), no later than the date referred to in 2. above.

Dated at *Wagawagoo*, Ontario, this *23<sup>rd</sup>* day of *February* 2001.

FOR THE EMPLOYER

*Stacy*  
\_\_\_\_\_  
*Brian Kelly*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

*Eleanor Ablysh*  
\_\_\_\_\_  
Labour Relations Officer  
*Eileen McEwen*  
\_\_\_\_\_  
*Sylvia Grigorovs*  
\_\_\_\_\_  
\_\_\_\_\_

Declaration Respecting Seniority Transfer/Loss as a Supervisory Employee of the ONA Employed by Lennox and Addinnton County General Hospital

I \_\_\_\_\_, acknowledge that the Union Representative(s) and the Hospital have advised me of the amended provisions of the central collective agreement (expiry March 31, 2001) regarding retention/loss of seniority as a bargaining unit employee of the ONA at L&ACGH. Based on the Letter of Understanding above, which I have read and been given a copy, I declare as follows:

( ) I wish to continue as a member of the ONA bargaining unit with the understanding that all seniority accumulated to date, as an employee of L&ACGH will continue to accumulate such that I will suffer no loss of seniority as per Article 10.10 (a) of the current ONA central collective agreement.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

( ) I wish to remain solely in my current supervisory position with L&ACGH and acknowledge that I will no longer be a member of the ONA bargaining unit nor accumulate seniority as such, effective no later than seven (7) days following ratification of the local issues. Further, my seniority will be governed by the provisions of Article 10.10 (b) of the current central collective agreement.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Original: Personnel File  
Copy: ONA  
Signatory