

COLLECTIVE AGREEMENT

Between:

**THE RELIGIOUS HOSPITALLERS OF SAINT
JOSEPH OF THE HOTEL DIEU OF KINGSTON
(Hereinafter called the "Hospital")**

And:

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

Expiry March 31 2001

HOTEL DIEU

12207(03)

**THE RELIGIOUS HOSPITALLERS OF SAINT
JOSEPH OF THE HOTEL DIEU OF KINGSTON**

and

ONTARIO NURSES ASSOCIATION

Appendix 3 - Salary Schedule

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APPENDIX '3'**ARY SCHEDULE**

		<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>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>Graduate Nurse</u>					
Start	Hourly	18.13	18.49	19.38	19.86
	Monthly	2946.13	3004.63	3149.25	3227.25
After 1 Year	Hourly	18.99	19.38	20.16	20.66
	Monthly	3085.88	3149.25	3276.00	3357.25
After 2 Years	Hourly	19.76	20.16	21.18	21.72
	Monthly	3211.00	3276.00	3441.75	3529.50
After 3 Years	Hourly	20.77	21.18	22.21	22.77
	Monthly	3375.13	3441.75	3609.13	3700.13
After 4 Years	Hourly	21.78	22.21	23.27	23.86
	Monthly	3539.25	3609.13	3781.38	3877.25
After 5 Years	Hourly	22.82	23.27	24.56	25.16
	Monthly	3708.25	3781.38	3991.00	4088.50
After 6 Years	Hourly	24.07	24.56	25.85	26.50
	Monthly	3911.38	3991.00	4200.63	4306.25
After 7 Years	Hourly	25.34	25.85	27.17	27.86

After 8 Years	Monthly	4117.75	4200.63	4415.13	4527.25
	Hourly	26.64	27.17	28.48	29.18
After 9 Years	Monthly	4329.00	4415.13	4628.00	4741.75
	Hourly	27.92	28.48		
	Monthly	4537.00	4628.00		

April 1, <u>1998</u>	April 1, <u>1999</u>	Date of <u>Ratification</u>	April 1, <u>2000</u>
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an/Infection Control Nurse

Start	Hourly	21.29	21.71	23.22	23.80
	Monthly	3459.63	3527.88	3773.25	3867.50
After 1 Year	Hourly	22.75	23.22	23.95	24.55
	Monthly	3696.88	3773.25	3891.88	3989.38
After 2 Years	Hourly	23.48	23.95	25.21	25.84
	Monthly	3815.50	3891.88	4096.63	4199.00
After 3 Years	Hourly	24.71	25.21	26.41	27.08
	Monthly	4015.38	4096.63	4291.63	4400.50
After 4 Years	Hourly	25.90	26.41	27.64	28.34
	Monthly	4208.75	4291.63	4491.50	4605.25
After 5 Years	Hourly	27.10	27.64	29.09	29.81
	Monthly	4403.75	4491.50	4727.13	4844.13
After 6 Years	Hourly	28.52	29.09	30.63	31.40
	Monthly	4634.50	4727.13	4977.38	5102.50
After 7 Years	Hourly	30.02	30.63	32.19	33.00
	Monthly	4878.25	4977.38	5230.88	5362.50
After 8 Years	Hourly	31.56	32.19	33.75	34.58
	Monthly	5128.50	5230.88	5484.38	5619.25
After 9 Years	Hourly	33.08	33.75		
	Monthly	5375.50	5484.38		

April 1, <u>1998</u>	April 1, <u>1999</u>	Date of <u>Ratification</u>	April 1, <u>2000</u>
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Assistant Head Nurse

Start	Hourly	19.18	19.56	20.57	21.08
	Monthly	3116.75	3178.50	3342.63	3427.13
After 1 Year	Hourly	20.17	20.57	21.41	21.95
	Monthly	3276.00	3342.63	3479.13	3566.88
After 2 Years	Hourly	20.99	21.41	22.51	23.08
	Monthly	3410.88	3479.13	3657.88	3750.50
After 3 Years	Hourly	22.07	22.51	23.67	24.27
	Monthly	3586.38	3657.88	3846.38	3943.88
After 4 Years	Hourly	23.20	23.67	24.81	25.44
	Monthly	3770.00	3846.38	4031.63	4134.00
After 5 Years	Hourly	24.32	24.81	26.22	26.87
	Monthly	3952.00	4031.63	4260.75	4366.38

After 6 Years	Hourly	25.71	26.22	27.61	28.30
	Monthly	4177.88	4260.75	4486.63	4598.75
After 7 Years	Hourly	27.07	27.61	29.02	29.76
	Monthly	4398.88	4486.63	4715.75	4836.00
After 8 Years	Hourly	28.46	29.02	30.40	31.16
	Monthly	4624.75	4715.75	4940.00	5063.50
After 9 Years	Hourly	29.81	30.40		
	Monthly	4844.13	4940.00		

**April 19,
2001**

Clinical Nurse Specialist

Start	Hourly	24.27
	Monthly	3943.88
After 1 Year	Hourly	25.04
	Monthly	4069.00
After 2 Years	Hourly	26.36
	Monthly	4283.50
After 3 Years	Hourly	27.62
	Monthly	4488.25
After 4 Years	Hourly	28.90
	Monthly	4696.25
After 5 Years	Hourly	30.41
	Monthly	4941.63
After 6 Years	Hourly	32.02
	Monthly	5203.25
After 7 Years	Hourly	33.65
	Monthly	5468.13
After 8 Years	Hourly	35.28
	Monthly	5733.00

**April 19,
2001**

Clinical Nurse Specialist/Nurse Practitioner(General Class)

Start	Hourly	24.60
	Monthly	3997.50
After 1 Year	Hourly	25.57
	Monthly	4155.13
After 2 Years	Hourly	26.92
	Monthly	4374.50
After 3 Years	Hourly	28.25
	Monthly	4590.63
After 4 Years	Hourly	29.59
	Monthly	4808.38
After 5 Years	Hourly	31.26
	Monthly	5079.75
After 6 Years	Hourly	32.93

After 7 Years	Monthly	5351.13
	Hourly	34.61
After 8 Years	Monthly	5624.13
	Hourly	36.29
	Monthly	5897.13

February 4, April 1,
2000 2000

Nurse Educator

Start	Hourly	21.60	22.14
	Monthly	3510.00	3597.75
After 1 Year	Hourly	22.48	23.05
	Monthly	3978.00	3745.63
After 2 Years	Hourly	23.64	24.23
	Monthly	3841.50	3937.38
After 3 Years	Hourly	24.86	25.48
	Monthly	4039.75	4140.50
After 4 Years	Hourly	26.05	26.70
	Monthly	4233.13	4338.75
After 5 Years	Hourly	27.53	28.22
	Monthly	4473.63	4585.72
After 6 Years	Hourly	29.00	29.72
	Monthly	4712.50	4829.50
After 7 Years	Hourly	30.48	31.25
	Monthly	4953.00	5078.13
After 8 Years	Hourly	31.92	32.72
	Monthly	5187.00	5317.00

APPENDIX '4'**SUPERIOR CONDITIONS****Provision from Central Agreement**19.09 **Education Allowance**

Provisions in existing **collective agreements** providing for **educational allowances** shall be continued in effect.

Provision from Local Appendix

- 15.01 (a) An educational bonus is paid to staff nurses who
- i) have successfully completed a clinical or professional course recognized by the hospital and
 - ii) are employed in a unit where that course is relevant.
- (b) To be recognized courses must be-
- i) of a length to warrant consideration as a professional post graduate course, e.g. 3 months full-time study, 6-12 months part-time study and
 - ii) offered by a recognized educational or clinical institution, e.g. community college, university, teaching hospital (O.R. Course, Nurse Practitioner Course etc.)
- (c) The department reserves the right to refuse to acknowledge a course
Courses from outside Canada are evaluated individually
- (d) Clinical Instructors, Nurse Managers and Clinical Nursing Specialists are expected to have university degrees at an appropriate level (or their equivalent) and as such receive no bonus above and beyond the salary grid
- (e) Education allowance provided for in the full-time agreement shall apply pro rated against tours worked

Courses Currently Being Recognized at Hotel Dieu Hospital

- (a) Nurse Practitioner Course - Family Medicine - \$40/month
- (b) O.R. Post Graduate Course - O.R./Recovery Room - \$15/month
- (c) Coronary Care/Surgical Intensive Care Courses - appropriate clinical intensive care units - \$15/month.

APPENDIX '5'**LOCAL PROVISIONS****ARTICLE A – RECOGNITION**

- A.01 By virtue of the Certificate issued by the Ontario Labour Relations Board, October 28, 1980 and the accompanying decisions with respect to the composition of the Bargaining Unit, the Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all its lay, registered and graduate nurses employed in a nursing capacity save and except Head Nurses and those above the rank of Head Nurse, Quality Assurance Officer, Employee Health Nurse and persons regularly employed for not more than 24 hours per week.
- A.02 By virtue of the Certificate issued by the Ontario Labour Relations Board, October 28, 1980 and the accompanying decisions with respect to the composition of the bargaining Unit, the Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all its lay, registered and graduate nurses regularly employed in a nursing capacity for not more than 24 hours a week, save and except Head Nurses and those above the rank of Head Nurse, Quality Assurance Officer and Employee Health Nurse.

ARTICLE B- G E R I

- B.01 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital except as specifically limited by a provision of this agreement. Without restricting the generality of the foregoing, the Association 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, layoff, recall and suspend or otherwise discipline nurses provided that a claim by a nurse 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 operations and highest standard of service, job rating or classification, hours of work, work assignments, services to be performed, areas of work, methods of work, and working establishment for any 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, the services to be performed, and the methods, procedures and equipment in connection therewith.
 - (e) Make and enforce and alter from time to time rules and regulations to be observed by the nurses.

- (f) 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 - NURSE REPRESENTATIVES AND ASSOCIATION COMMITTEES

- C.01 There shall be a minimum of seven (7) nurse representatives exclusive of the President who shall be Hospital nurses and who shall represent both full-time and part-time nurses. The representatives shall be from the following areas
- 1) Clinics (J4, J6, J7, Brock 1, Holter, PAS. & CHF)
 - 2) Diabetes Education
 - 3) Family Medicine Centre/ENT
 - 4) GI/Endoscopy
 - 5) J3 & C5
 - 6) Emergency/Radiology/Breast/COPC
 - 7) Surgical Suites (DSU, OR, PACU, EPACU)
- The Association shall advise the employer of the names of the nurse representatives and the areas concerned.
- C.02 There shall be one Association-Hospital Committee composed of three (3) representatives of the Association, (representing both full-time and part-time nurses) and three (3) ~~four (4)~~ representatives of the Hospital. Each party may have alternates to replace a member from time to time. One Association-Hospital Committee will represent both full-time and part-time nurses
- C.03 There shall be a Grievance Committee composed of three (3) nurses, including the President of the local Association, who shall be Hospital nurses and shall represent both full-time and part-time nurses
- C.04 There shall be a Negotiating Committee composed of three (3) nurses, including the President of the local Association, at least one (1) of whom shall be part-time
- C.05 The Professional Development Committee shall consist of three (3) Association members and three (3) Hospital members in accordance with Article 9.02
- C.06 When a meeting between the Hospital and the Association is scheduled outside the scheduled working hours of the Bargaining Unit President, and the Hospital requires the attendance of the Bargaining Unit President, the hours spent in attending the meeting will be banked at her straight time hourly rate up to a maximum of thirty (30) hours per fiscal year. Accumulated hours may be taken as time off with pay at a time mutually agreed between the President and her manager. Any hours still banked at the end of the fiscal year will be paid out at the President's straight time hourly rate
- C.07 Requests for time off during regular working hours for Association business as defined in Article 6 of the central collective agreement shall be submitted to the Human Resources department who shall notify the appropriate Unit Coordinators of the meetings held during regular working hours involving nurses with directions to have the nurse(s) involved released from her duties

ARTICLE D - SENIORITY LISTS

D.01 The Hospital agrees to post on the bulletin board seniority lists on May 15th and November 15th of each year. The Hospital further agrees to send a copy of the seniority lists to the Association. Nurses' anniversary dates will be forwarded to the Association when the new Human Resources system is in place.

A copy of the seniority lists will be placed on each unit and will be readily available to the nurses.

ARTICLE E - LEAVE OF ABSENCE - CHARTERED LOCAL ASSOCIATION

E.01 Upon written request with at least two **(2)** weeks notice, and subject to the requirements of the efficient operation of the Hospital, leave of absence for Association business **shall** be given for up to a total of ninety (90) days in a calendar year. Not more than two **(2)** nurses in any one unit and up to four (4) nurses in total will be considered for any one period of time.

The above total days and nurse limit shall be aggregate total for both full-time and part-time nurses.

ARTICLE F - SCHEDULING

F.01 (a) Normally, full-time schedules shall provide for not more than seven **(7)** consecutive days of work, as long as four days off are scheduled each fourteen days. In any two week period, at least two consecutive days off will **be** scheduled. The remaining two days off may be split as determined by Hospital need.

(b) Regular part-time nurses will not be booked for more than three shifts a week without their consent. Casual part-time nurses may declare on a bi-weekly basis availability for work on specific days.

(c) The Hospital may cancel any scheduled work of regular part-time or casual part-time nurses in accordance with Article 14.12 **(b)** of the central document.

F.02 (a) The Employer will schedule each nurse at least two **(2)** weekends off in four **(4)**. The Hospital will endeavour to schedule nurses to work the day shift on at least one of the weekends worked.

(b) A regular part-time nurse shall commit herself to be available for work at least two **(2)** weekends in four (4) and to work two **(2)** days per week and must be prepared to work an additional shift if required.

F.03 In the case of changes in shifts assigned in accordance with the schedule, there will be an interval of not less than sixteen consecutive hours duration after scheduled days or evenings and at least forty-eight hours following scheduled night shifts.

F.04 Work schedules shall be posted at least two **(2)** weeks in advance to cover a four **(4)** week period.

- F.05 No tours will be split by an unpaid period other than the normal meal break
- F.06 An nurse may be permitted to exchange her scheduled hours of work with another nurse provided the nurse finds her own replacement and the arrangement is submitted in writing to the Nurse Manager or her designate for approval. Such approval shall not be unreasonably withheld. Such arrangement will not result in requirements of any premium payment by the Hospital
- F.07 A weekend is defined as being fifty-six consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- F.08 The weekend hours referred to in Article 14.15 for the purposes of payment of the weekend premium will be 2300 hours Friday to 2300 hours Sunday
- F.09 It is understood that the scheduling conditions may be waived between December 15 and January 15 so that all nurses will receive at least five (5) consecutive calendar days off at either Christmas or New Years except in areas that normally are not scheduled to work on weekends or paid holidays or unless the nurse requests otherwise and the Hospital agrees. Time off at Christmas shall include December 24, 25, and 26. Time off at New Years shall include December 31 and January 1 unless otherwise mutually agreed. Christmas schedules will be posted by December 1.
- F.10 A nurse who becomes unavailable for work shall notify the Hospital no less than four hours before the start of the scheduled shift, except in circumstances beyond the control of the nurse that prevents notification
- F.11
- (a) Each full-time staff member and each regular part-time staff nurse will be assigned a slot on the master rotation
 - (b) Slots on the master rotation shall be determined by seniority. A copy of the current permanent master rotation shall be posted at all times in the unit
 - (c) The staff will be given an opportunity to give input prior to any changes being made to the existing master rotation
 - (d) Copies of all schedules will be sent to the Local President at the same time as they are posted in a unit.
 - (e) Although no regular rotation will be allotted on the master, casual part-time nurses will be placed on the sheets to indicate shifts that the nurse has declared herself available for
- F.12 Shift rotation shall reflect 50% day shift and 50% other shifts where possible (not inclusive of days off). Where this is not possible, the amount of shift work will be divided as equally as possible amongst nurses
- Other percentages of shift work may be arranged if mutually acceptable

- F.13** Premium payment will be paid a nurse as follows:
- (a) For all work performed after working seven (7) consecutive days without days off until such days off are scheduled, except as provided for in Article F.06 of Appendix V.
 - (b) For all hours on the first tour worked following a failure to schedule 16 consecutive hours off between a change of tour and at least 48 hours ~~hours~~ following scheduled night shifts. This clause shall not apply to any change of shifts as provided in Article F.06 of this appendix.
- F.14** If a nurse is required to work on a third or subsequent consecutive weekend of duty, she shall be paid premium pay for the hours involved save and except where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested week end work; or
 - iii) such week end is worked as the result of an exchange of shifts with another nurse.
- F.15** The above scheduling conditions may be waived by mutual consent.
- F.16** Where a nurse chooses equivalent time off as provided for in Article 14.09 the time shall be taken within ninety (90) calendar days and at a mutually agreeable time. If a mutually agreeable time cannot be reached within the ninety (90) calendar day period, then the overtime hours shall be paid out at the applicable overtime rate.
- F.17**
- (a) The Employer agrees to schedule regular part-time nurses on an equitable basis. Extra tours will be offered to part-time nurses on an equitable basis prior to offering tours to casual part-time nurses.
 - (b) The following conditions in offering extra tours to regular part-time nurses not on layoff shall apply:
 - i) Nurses who wish to be considered for additional tours must indicate 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 pay;
 - iv) When a regular part-time nurse accepts an additional tour, s/he must report for that tour unless arrangements satisfactory to the Hospital are made;
 - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice.

F.18 Standard Day days 0700 - 1500
Evenings 1500 - 2300
Nights 2300 - 0700

F.19 Extended Tours

- (a) Extended tours shall be introduced into any unit when
- i) seventy-five (75%) percent of the nurses in the unit who vote so indicate. The voting will be by secret ballot
 - 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 (50%) percent plus one of the nurses in the unit who vote 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 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

F.20 Extended Tour Scheduling

Scheduling regulations for extended tours shall be as follows

- (a) No more than three (3) extended tours shall be scheduled without a day off
- (b) Nurses working extended tours shall be scheduled off every other weekend failure to schedule every other weekend off will result in the nurse receiving premium payment for such second and subsequent consecutive weekend worked until a weekend is scheduled off save and except where

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested week end work: or
 - iii) such week end is worked as the result of an exchange of shifts with another nurse.
- (c) A weekend off shall be defined as at least 56 consecutive hours scheduled off duty following the completion of the Friday day shift until commencement of the Monday day shift.
- (d) Nurses shall be allowed to exchange tours subject to Article F.06. It is understood that exchange of tours shall not result in premium payment for either nurse.

F.21 On Call Scheduling

- (a) The Hospital will determine areas where on-call scheduling is deemed essential.
- (b) When on-call scheduling *is* to be introduced into any unit or department, at least sixty (60) days' notice will be provided to nurses on the unit and, the Association will be notified as per Article 18.06 of the central agreement.
- (c) The immediate supervisor in arranging on-call schedules will consult with the nurses on the unit and provide an opportunity for input from the nurses prior to posting the schedule.

F.22 Tours of Less than Seven and One-Half (7.5) Hours

Where tours of less than seven and one-half (7.5) hours are required, Article F in its entirety will apply except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7.5) hours to a minimum (or to a reasonable level):
- (b) Nurses working tours comprised of less than seven and one-half (7.5) hours shall be granted a paid rest period;
- (c) No part-time nurse shall be scheduled solely on tours which are comprised of less than seven and one-half (7.5) hours in any paid period, except where it is mutually agreed between the nurse and the Hospital:
- (d) Nurses working tours comprised of less than seven and one-half (7.5) hours shall not be scheduled to work more than seven (7) consecutive tours. If a nurse is required to work on an eighth (8th) consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled;

(e) No unit shall have tours of less than seven and one-half (7.5) hours introduced into a rotation, without prior notification and discussion with the Union.

F.23 The Hospital agrees to approve the application of ten full-time and ten part-time nurses annually for the prepaid leave plan in accordance with the conditions of the Central Agreement. At any given time, there will only be one full-time and one part-time nurse off per unit on the prepaid leave plan.

ARTICLE G - PAID HOLIDAYS

G.01 The Employer agrees to recognize the following paid holidays

January 1 (New Year's Day)	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Third Monday in November
Victoria Day	December 25 (Christmas Day)
July 1 (Canada Day)	December 26 (Boxing Day)

G.02 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.

G.03 When a holiday falls within a full-time nurse's vacation period, it shall be added to the end of her vacation or at a mutually agreeable time within a period of 30 days after return from vacation.

G.04 When a full-time nurse qualifies for a lieu day under Article 15 such lieu day will be granted within a period of thirty (30) days before or after which the paid holiday falls or is observed and at a mutually agreeable time.

G.05 The Employer shall arrange for paid holidays off to be divided as equitably as possible among the nurses in the same unit.

G.06 Nurses will be expected to work at least one-half (1/2) of the paid holidays, one of which must be Christmas or New Years on an alternating basis. It is further understood that the Hospital will endeavour to provide that nurses will be scheduled off the remaining paid holidays in any given year.

G.07 Nurses working the holiday weekend shall work the holiday Monday whenever possible.

G.08 If a casual part-time nurse works any of the paid holidays listed in G.01 above, she shall be paid at the rate of time and one-half for all hours worked.

ARTICLE H - VACATIONS

H.01 For purposes of vacation entitlement, vacation accrued up to May 31st each year will be taken by May 31st of the following year. A nurse may however, carry over no

more than two **(2)** weeks of vacation time from year to year. Any vacation time in excess of current year entitlement plus two **(2)** weeks carry over will be paid out.

- H.02 In the event of conflict, seniority shall prevail but this exercise of seniority may occur only once in a vacation year.
- H.03 Prior to leaving on vacation, nurses upon request shall be notified of the date and time on which to report for work following vacation.
- H.04 All summer vacation requests (June 15th - September 15th) must be submitted to the respective Nurse Manager by April 15th.
- H.05 Vacation schedules will be posted by May 15th.
- H.06 Other vacation requests should be made at least two weeks before the monthly posting is due to go up.
- H.07 Unless unit requirements permit, nurses may not schedule vacation between December 20 and January 5, nor may nurses schedule more than two (2) weeks vacation during the period June 15 - September 15. Special consideration to waive the above may be requested in writing to the Associate Executive Director (Nursing) or her designate and will be considered.
- H.08 The cut off date referred to in Article 16 is May 31st and the vacation year shall be from June 1st to May 31st.
- H.09 Should a nurse, through a written request submitted to her head nurse or supervisor, desire to take vacation after it is earned, but before the recognized vacation year, this request will be handled on an individual basis. The Hospital will attempt, within the confines of scheduling, to comply with this request.
- H.10 Regular part-time nurses shall be granted unpaid leave of absence in accordance with Article 16.06.

ARTICLE I - BULLETIN BOARD

- I.01 The Hospital agrees to provide a bulletin board as a place for the full-time and part-time units to post Association business. The Association agrees that no material will **be** posted other than that pertaining to Association business and nothing will be posted that is contrary to the interests or reputation of the Hotel Dieu Hospital.

In addition, notices of general and special meetings of the local association may also **be** posted in each nursing unit.

ARTICLE J - REST PERIODS

- J.01 The Hospital shall provide two (2) rest periods in each tour: one (1) rest period in the first half of each tour and one (1) rest period in the second half of each tour. These

rest periods shall be taken **as close to the mid-point in the half tour as possible**. The duration of the rest period **will** be set out in the central document

ARTICLE K - INTERVIEWS

K.01 The Association shall be **granted** up to **thirty (30) minutes** if required on a group basis during or immediately **following** the **orientation period** to **allow new nurses** to meet with a representative of the Association

ARTICLE L - RETIREMENT AGE

L.01 The normal retirement age shall be **sixty-five (65) for all nurses**. Upon notifying the Association, the Hospital may, **however, continue to employ** on a month-to-month basis any person after he or **she has attained retirement age, at an occupation which** takes into consideration the **ability** of the nurse(s) to perform the duties of the occupation.

ARTICLE M - NURSE(S)

M.01 The word "Nurse(s)" when used in **this appendix shall mean person(s)** described in the bargaining units set out in **Appendix V, Article A**

M.02 Union Office

The Hospital shall provide the Association **with adequate space** for a local office

ARTICLE N - DUES DEDUCTION LIST

N.01 Dues deduction list shall contain the following information: **new hires terminations leave of absence, transfers - full-time, part-time**. A copy of the dues deduction list will be sent to the bargaining unit **president monthly**

ARTICLE O - CHANGES TO STAFF COMPLEMENTS

- O.01
- (a) The Hospital **and Association will discuss the transfer of nurses** from another agency to the Hospital **or from the Hospital to another agency** whenever a proposal is being made to **merge, consolidate or integrate services** from one agency to another
 - (b) Where the nurses of **such other agency** are represented by the Association such discussions may **take place in conjunction with the other agency** and representatives of **the nurses affected**
 - (c) Discussions will include **but not be restricted to seniority and service**

ARTICLE P - JOB SHARING

P.01 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a)
 - i) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
 - ii) When a full-time or regular part-time position is vacated as a result of the incumbent becoming a job sharer, the vacancy shall be posted as a permanent vacancy.
 - iii) It is agreed that when a nurse requests to job share her full-time position on a temporary basis, the parties will meet to consider such request.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the ~~two~~ **(2)** nurses and the Head Nurse of the Unit.
- (c) The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- (d) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- (e) The **job** sharers involved will have the right to determine which partner works on scheduled paid holidays and **job** sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) Coverage
 - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, **one** cannot cover the other, the unit supervisor must be notified to **book** coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

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

Implementation

- (g) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements
- (h) Any incumbent full-time nurse wishing to share her position, may do so without having her 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.
- (i) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time 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

- (j) 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.

If the job sharing arrangement is discontinued, the position shall be posted as a full-time position and the job sharers may exercise their right under the posting provisions of the Part-Time Collective Agreement. If either or both of the job sharers does not fill the full-time position, she or they may bump a junior regular part-time nurse(s), who is in a position that the job sharer is qualified to perform.

ARTICLE Q -WORKERS' COMPENSATION AND REINSTATEMENT

- Q.01
- (a) The Hospital will notify the Local President of the names of all nurses off work due to a work related injury or when a nurse goes on LTD.

The Hospital will provide to the Association, a monthly list of all nurses on modified work programmes at the beginning of each month.
 - (b) When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Staff Representative of the Ontario Nurses' Association and the local representative to discuss the circumstances surrounding the nurse's return to suitable work.
 - (c) The Hospital agrees to provide the nurse with a copy of the Workers' Safety and Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board. The Hospital agrees to provide a copy of this form to the Association.

ARTICLE R - NURSE ASSAULT

R.01 The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon **as** possible.

The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property.

DATED AT KINGSTON, ONTARIO THIS 18th DAY OF Sept 200*

FOR THE HOSPITAL

[Signature]

L. McPherson

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

THE RELIGIOUS HOSPITALLERS OF SAINT JOSEPH
OF THE HOTEL DIEU OF KINGSTON

And:

ONTARIO NURSES' ASSOCIATION

Re: AGREEMENT TO WAIVE FAMILY MEDICINE

We, **tho** undersigned, agree to waive Article F.03 of the appendix to the Full-Time Collective Agreement.

This agreement to waive shall expire March 31, 2001

DATED AT KINGSTON, ONTARIO THIS 18th DAY OF Sept, 2001

FOR THE HOSPITAL

[Signature]
L. McPherson
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
Pat Murray
[Signature]