

**LOCAL ISSUES**

To The:

**COLLECTIVE AGREEMENT**

Between:

**ST. JOSEPH'S GENERAL HOSPITAL, ELLIOT LAKE  
(Hereinafter called the "Hospital")**

And:

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

**EXPIRY DATE: March 31, 2001**

STJOEC-S01

12217(03)

**APPENDIX 3****R) SCHEDULE****FULL-TIME**Effective  
April 1, 1998Effective  
April 1, 1999**REGISTERED NURSE**

Start	-	Monthly	3033.88	3094.00
	-	Hourly	18.67	19.04
1 Year	-	Monthly	3185.00	3250.00
	-	Hourly	19.60	20.00
2 Years	-	Monthly	3311.75	3378.38
	-	Hourly	20.38	20.79
3 Years	-	Monthly	3485.63	3555.50
	-	Hourly	21.45	21.88
4 Years	-	Monthly	3657.88	3731.00
	-	Hourly	22.51	22.96
5 Years	-	Monthly	3831.75	3908.13
	-	Hourly	23.58	24.05
6 Years	-	Monthly	4049.50	4130.75
	-	Hourly	24.92	25.42
7 Years	-	Monthly	4264.00	4350.13
	-	Hourly	26.24	26.77
8 Years	-	Monthly	4481.75	4571.13
	-	Hourly	27.58	28.13
9 Years	-	Monthly	4701.13	4795.38
	-	Hourly	28.93	29.51

**APPENDIX 3****SALARY SCHEDULE****FULL-TIME**

			<u>Effective</u> <u>Date of Ratification</u>	<u>Effective</u> <u>April 1, 2000</u>
<b><u>REGISTERED NURSE</u></b>				
Start	-	Monthly	3250.00	3331.25
	-	Hourly	20.00	20.50
1 Year	-	Monthly	3378.38	3462.88
	-	Hourly	20.79	21.31
2 Years	-	Monthly	3555.50	3644.88
	-	Hourly	21.88	22.43
3 Years	-	Monthly	3731.00	3825.25
	-	Hourly	22.96	23.54
4 Years	-	Monthly	3908.13	4007.25
	-	Hourly	24.05	24.66
5 Years	-	Monthly	4130.75	4233.13
	-	Hourly	25.42	26.05
6 Years	-	Monthly	4350.13	4459.00
	-	Hourly	26.77	27.44
7 Years	-	Monthly	4571.13	4686.50
	-	Hourly	28.13	28.84
8 Years	-	Monthly	4795.38	4914.00
	-	Hourly	29.51	30.24

**APPENDIX 3****SALARY SCHEDULE****FULL-TIME**Effective  
April 1, 1998Effective  
April 1, 1999**GRADUATE NURSE**

Start	-	Monthly	2946.13	3004.63
	-	Hourly	18.13	18.49
1Year	-	Monthly	3085.88	3147.63
	-	Hourly	18.99	19.37
2 Years	-	Monthly	3202.88	3266.25
	-	Hourly	19.71	20.10
3 Years	-	Monthly	3362.13	3428.75
	-	Hourly	20.69	21.10
4 Years	-	Monthly	3519.75	3589.63
	-	Hourly	21.66	22.09
5 Years	-	Monthly	3679.00	3753.75
	-	Hourly	22.64	23.10
6 Years	-	Monthly	3878.88	3956.88
	-	Hourly	23.87	24.35
7 Years	-	Monthly	4075.50	4156.75
	-	Hourly	25.08	25.58
8 Years	-	Monthly	4283.50	4368.00
	-	Hourly	26.36	26.88
9 Years	-	Monthly	4491.50	4582.50
	-	Hourly	27.64	28.20

**APPENDIX 3****SALARY SCHEDULE****FULL-TIME****Effective  
Date of Ratification****Effective  
April 1, 2000****GRADUATE NURSE**

Start	-	Monthly	3147.63	3227.25
	-	Hourly	19.37	19.86
1 Year	-	Monthly	3266.25	3347.50
	-	Hourly	20.10	20.60
2 Years	-	Monthly	3428.75	3514.88
	-	Hourly	21.10	21.63
3 Years	-	Monthly	3589.63	3679.00
	-	Hourly	22.09	22.64
4 Years	-	Monthly	3753.75	3846.38
	-	Hourly	23.10	23.67
5 Years	-	Monthly	3956.88	4054.38
	-	Hourly	24.35	24.95
6 Years	-	Monthly	4156.75	4260.75
	-	Hourly	25.58	26.22
7 Years	-	Monthly	4368.00	4478.50
	-	Hourly	26.88	27.56
8 Years	-	Monthly	4582.50	4696.26
	-	Hourly	28.20	28.90

**APPENDIX 3****SALARY SCHEDULE****PART-TIME**

			Effective <u>April 1, 1998</u>	Effective <u>April 1, 1999</u>
<b><u>REGISTERED NURSE</u></b>				
Start	-	Hourly	18.67	19.04
1 Year	-	Hourly	19.60	20.00
2 Years	-	Hourly	20.38	20.79
3 Years	-	Hourly	21.45	21.88
4 Years	-	Hourly	22.51	22.96
5 Years	-	Hourly	23.58	24.05
6 Years	-	Hourly	24.92	25.42
7 Years	-	Hourly	26.24	26.77
8 Years	-	Hourly	27.58	28.13
9 Years	-	Hourly	28.93	29.51

			Effective <u>Date of Ratification</u>	Effective <u>April 1, 2000</u>
<b><u>REGISTERED NURSE</u></b>				
Start	-	Hourly	20.00	20.50
1 Year	-	Hourly	20.79	21.31
2 Years	-	Hourly	21.88	22.43
3 Years	-	Hourly	22.96	23.54
4 Years	-	Hourly	24.05	24.66
5 Years	-	Hourly	25.42	26.05
6 Years	-	Hourly	26.77	27.44
7 Years	-	Hourly	28.13	28.84
8 Years	-	Hourly	29.51	30.24

**APPENDIX 3****SALARY SCHEDULE****PART-TIME**

			Effective <u>April 1, 1998</u>	Effective <u>April 1, 1999</u>
<b><u>GRADUATE NURSE</u></b>				
Start	-	Hourly	18.13	18.49
1 Year	-	Hourly	18.99	19.37
2 Years	-	Hourly	19.71	20.10
3 Years	-	Hourly	20.69	21.10
4 Years	-	Hourly	21.66	22.09
5 Years	-	Hourly	22.64	23.10
6 Years	-	Hourly	23.87	24.35
7 Years	-	Hourly	25.08	25.58
8 Years	-	Hourly	26.36	26.88
9 Years	-	Hourly	27.64	28.20

			Effective <u>Date of Ratification</u>	Effective <u>April 1, 2000</u>
<b><u>GRADUATE NURSE</u></b>				
Start	-	Hourly	19.37	19.86
1 Year	-	Hourly	20.10	20.60
2 Years	-	Hourly	21.10	21.63
3 Years	-	Hourly	22.09	22.64
4 Years	-	Hourly	23.10	23.67
5 Years	-	Hourly	24.35	24.95
6 Years	-	Hourly	25.58	26.22
7 Years	-	Hourly	26.88	27.56
8 Years	-	Hourly	28.20	28.90

**APPENDIX 4**

**APPENDIX OF PRIOR CONDITIONS**

**FULL-TIME**

**SICK LEAVE**

1. The seniority list shall contain the amount of accumulated sick credits.

**CASH PAYOUT**

1. After one (1) or more years of continuous service, a nurse whose employment is terminated for any reason other than discharge for just cause, shall be entitled to receive payment in the amount of twenty percent (20%) of any unused sick leave days.
2. After five (5) or more years of continuous service, a nurse whose employment is terminated for any reason other than discharge for just cause, shall be entitled to receive payment in the amount of thirty percent (30%) of any unused **sick** leave days.
3. After ten (10) or more years of continuous service, a nurse whose employment is terminated for any reason other than discharge for just cause, shall be entitled to receive payment in the amount of forty percent (40%) of any unused sick leave days.
4. After fifteen (15) or more years of continuous service, a nurse whose employment is terminated for any reason other than discharge for just cause, shall be entitled to receive payment in the amount of fifty percent (50%) of any unused sick leave days.



**APPENDIX 5**

APPENDIX "C" 1

**ARTICLE A - RECOGNITION**

- A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in nursing care by the St. Joseph's General Hospital, save and except Head Nurses and persons above the rank of Head Nurse.
- A-2 The word "nurses" when used in this Agreement shall mean persons included in the above-described bargaining unit.
- A-3 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

**ARTICLE B - MANAGEMENT FUNCTIONS**

- B-1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement and, 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 of discharge or discipline without just cause may be the subject of a grievance and dealt with as herein 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, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

- B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.
- B-3 The Employer will exercise its rights and administer the Collective Agreement reasonably and fairly.

**ARTICLE C - COMMITTEES AND REPRESENTATIVES**

- C-1 The Hospital will recognize three (3) nurse representatives representing full-time and part-time bargaining unit members.
- C-2 The Hospital will recognize a Grievance Committee of three (3) nurse representatives, representing full-time and part-time bargaining unit members. When a regular member is not available, she or he may be replaced by an alternate appointed by the Union.
- C-3 The Hospital will recognize a Negotiating committee of not more than three (3) nurses, representing full-time and part-time bargaining unit members. It is agreed that not more than two (2) nurses from any one unit shall be on this Committee
- C-4 There shall be a Hospital-Association Committee comprised of two (2) representatives of the Association and two (2) representatives of the Hospital. When a regular member is not available, she or he may be replaced by an alternate appointed by the Union. Any other person may attend by agreement of the parties.
- C-5 The Professional Committee referred to in Article 9.02, shall include two (2) representatives of the Association, one of whom will be the Bargaining Unit President or designate. If the Hospital decides to have more than two (2) representatives on this committee, then the Association will increase its membership representation accordingly.

**ARTICLE D - ASSOCIATION SECURITY**

- D-1 The Association interview will be conducted during the orientation period.

**ARTICLE E - LEAVE OF ABSENCE**

- E-1 Leave of absence for Association business referred to in Article 11.02 will be granted upon two (2) weeks' written notice from the Association. It is agreed that not more than two (2) nurses from the Hospital and not more than one (1) per unit shall be absent on such leave at the same time. The total time of absence of all nurses granted under this clause shall not exceed an aggregate of fifty (50) days in a calendar year.

**ARTICLE F - SCHEDULING**

F-1 On each tour there shall be ~~two~~ (2) rest periods.

F-2 Scheduling - 7.5 Hour Tours

The Hospital shall maintain and achieve the following objectives in the formation of working schedules, insofar as it is practicable and provided that adequate staffing can be maintained:

(a) at least one (1) weekend off in three which shall be Friday, Saturday, Sunday, and Monday or Saturday, Sunday, Monday, and Tuesday. Such weekend shall begin at 1530 hours on the Friday. Any violation of the commencement of the weekend at 1530 will not result in premium payment.

A full-time nurse will receive the appropriate premium pay under Article 14 of the Central Agreement for all hours worked on a third (3rd) and additional, if any, consecutive and subsequent weekends, 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 weekend work, or
- (iii) such weekend is worked as the result of an exchange of shift with another nurse.

(b) schedules will be posted no less than ~~twenty-eight~~ (28) days in advance, and shall cover a ~~twenty-eight~~ (28) day period;

(c) no split tours;

(d) for full-time at least two (2) consecutive days off which ~~can~~ be combined to form a long weekend;

(e) a nurse will be scheduled off work for not less than five (5) consecutive days off at either the Christmas or New Year's season except in areas which are not normally required to work on weekends and paid holidays;

(f) nurses will not be scheduled to work more than seven (7) consecutive days of work;

(g) the scheduling objectives will not operate during the period December 18th to January 8th;

(h) no less than ~~two~~ (2) consecutive shifts shall be scheduled off between tour changes;

- (i) subject to the Hospital's approval, nurses may be allowed to trade days off on their own, providing that such request is submitted in writing to the Hospital ~~forty-eight (48)~~ hours in advance of the change and mutually signed by the nurses involved in the change. Such mutual exchange of a tour of duty shall not result in overtime compensation to either of the nurses. Such approval will not be unreasonably withheld. A nurse will be advised in writing within ~~twenty-four (24)~~ hours of the reason for such denial.
- (j) Any request for the introduction or discontinuation of a permanent tour, evenings or nights, should be submitted in writing to the Assistant Director of Nursing or designate. Such request will be reviewed by the Assistant Director of Nursing or designate and accommodated according to staffing needs on the Unit. It is understood there are no permanent day tours. All permanent tour nurses will be required to work a minimum of ~~two (2)~~ extended tour day shifts ~~four (4)~~ times a year, at a time mutually agreed between the Assistant Director of Nursing or designate and the nurse involved.
- (k) no less than ~~forty-five (45)~~ consecutive hours for full-time and ~~thirty-two (32)~~ consecutive hours for part-time shall be scheduled off when a nurse finishes a period of night duty;
- (l) the night tour shall be the first tour of the **day**;
- (m) It is agreed that the hours of work for nurses in the bargaining unit are either ~~four (4)~~ hours, 7.5 hours or 11.25 hours per tour. ~~Four (4) hour tours will only be scheduled for nurses by mutual agreement between the nurse and Assistant Director of Nursing or designate.~~

Definition of evenings and nights for application of shift premium:

Evenings 1530 to 2330  
Nights 2330 to 0730

- (n) Part-time shifts will be distributed as follows:

Each regular part-time nurse will be assigned work available on the pre-posted schedule up to their commitment (as outlined in F-7 and F-8) per pay period by seniority on their Unit. The remaining shifts will be assigned equally on the basis of seniority.

Once the schedule is posted, extra or unscheduled shifts will be offered as follows on the basis of seniority up to ~~seventy-five (75)~~ hours:

1. regular part-time - home unit
2. regular part-time - secondary unit

3. casual part-time

Full-time nurses will only be offered additional shifts when part-time nurses are not available at regular or premium pay.

- (o) Any violation of the above scheduling objectives will result in premium payment in accordance with Article 14.
- (p) Any of the above may be waived by mutual agreement.

F-3 Agreement to do additional tours or change tours of duty will not be construed to be a waiver of premium pay where applicable

F-4 Introduction and Discontinuation of Extended Tours

- (a) Extended tours will be introduced on any unit on a trial basis for six (6) months when sixty-seven percent (67%) of the nurses in the unit so indicate by secret ballot and the Hospital is able to provide a workable schedule.
- (b) Following the trial period, extended tours will be continued on any unit when:
  - (i) eighty percent (80%) of the nurses 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.
- (c) A compressed work week may be discontinued in any unit when:
  - (i) sixty-five percent (65%) of the nurses 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,states its intention to discontinue the compressed work week in the schedule.
- (d) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
  - (i) the parties shall meet within fourteen (14) calendar days 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-5

Scheduling - Extended Tour

- (a) Not more than three (3) consecutive days of work will be scheduled without mutual consent.
- (b) Every second weekend will be scheduled **off**.
- (c) A weekend will be deemed to begin at 1930 hours on Friday and end at 0730 on Monday. A violation of the commencement of the weekend of more than four (4) hours will result in premium pay as outlined in F-2 (a).
- (d) Full-time extended tours will average seventy-five (**75**) hours per pay period.
- (e) Part-time extended tours will average thirty-three point seventy-five (33.75) hours per pay period.
- (f) Part-time nurses will be scheduled to **fill** in where necessary on extended tours.
- (g) Schedules will be posted no less than **twenty-eight** (28) days in advance and shall cover a **twenty-eight** (**28**) day period
- (h) No split tours.
- (i) At least two (2) consecutive days off which can be combined to form a long weekend.
- (j) A nurse will be scheduled off work for not less than five (**5**) consecutive days off at either Christmas or New Year's season except where in areas which are not normally required to work on weekends and paid holidays.
- (k) the scheduling objectives will not operate during the period of December 18th to January 8th.
- (l) no less than **two** (**2**) consecutive shifts shall be scheduled off between tour changes;
- (m) subject to the Hospital's approval, nurses may be allowed to trade days off on their own, providing that such **a** request is submitted in writing to the Hospital forty-eight (48) hours in advance of the change and mutually signed by the nurses involved in the change. Such mutual exchange of a tour of duty shall not result in overtime compensation to either of the nurses. Such

approval will not be unreasonably withheld. A nurse will be advised in writing within twenty-four (24) hours of the reason for such denial.

- (n) Any request for the introduction or discontinuation of a permanent tour, evenings or nights, should be submitted in writing to the Assistant Director of Nursing or designate. Such request will be reviewed by the Assistant Director of Nursing or designate and accommodated according to staffing needs on the Unit. It is understood there are no permanent day tours. All permanent tour nurses will be required to work a minimum of two (2) extended tour day shifts four (4) times a year, at a time mutually agreed between the Assistant Director of Nursing or designate and the nurse involved.
- (o) No less than forty-five (45) hours for full-time and thirty-two (32) consecutive hours for part-time shall be scheduled off when a nurse finishes a period of night duty.
- (p) It is agreed that the hours of work for nurses in the bargaining unit are either 4 hours, 7.5 hours or 11.25 hours per tour. Four (4) hour tours will only be scheduled for part-time nurses by mutual agreement between the nurse and the Assistant Director of Nursing or designate.

Definition of evenings and nights for application of shift premium:

Evening 1530 to 2330.

Nights 2330 to 0730

- (q) For scheduling purposes the scheduling objectives for 11.25 hour tours will not prevail when a mixture of 7.5 hour and 11.25 hour tours are scheduled for the Permanent Charge Nurse in order to meet staffing shortages.
- (r) Any violation of the above scheduling objectives will result in premium pay.
- (s) For scheduling purposes the scheduling objectives for 11.25 hour tours will prevail when a mixture of 7.5 hour and 11.25 hour shifts are scheduled within a pay period

#### F-6 Statutory Holidays - Extended Tour

Employees will be paid the appropriate premium pay of their regular rate of pay for all hours worked on a statutory holiday. Payment for such holiday shall commence at 2330 hours on the evening immediately preceding the holiday and end at 2330 hours on the holiday day. Holidays taken or lieu days will be paid in accordance with Articles 15.05 and 15.08 of the Central Collective Agreement.

The Master Rotation **dayshift** will be modified from Friday, Saturday, Sunday to Saturday, Sunday, Monday to accommodate those nurses scheduled to work over

a long weekend. This adjustment does not apply to Christmas and New Year's Day. The rights to F-2 (h) will be waived at this time only.

F-7 Commitment - 7-1/2 Hour Tour

Regular part-time nurses to be available as required by the Employer

1. Available to work ~~two~~ (2) weekends (Saturday and Sunday) out of three (3).
2. (a) Available for all shifts: days, evenings and nights.  
(b) Available a minimum of five (5) tours per pay period.
3. Available to work as scheduled on any tour on either,
  - a. Christmas (December 24th, 25th, 26th)
  - b. New Year's (December 31st, January 1st, 2nd)
4. The Hospital will send out twice yearly (covering the period January to June and July to December) the Commitment Request Form to all part-time nurses.

F-8 Regular part-time nurses will be available to be scheduled to work as required by the Employer on the following basis:

Commitment - 11.25 Hour Tour

Regular part-time nurses to be available as required by the Employer.

1. Available to work every other weekend (Saturday and Sunday).
2. Available for a minimum of three extended tours per pay period (33.75 hours).
3. Available to work as scheduled on any tour on either,
  - a. Christmas (December 24th, 25th, 26th)
  - b. New Year's (December 31st, January 1st, 2nd)
4. The Hospital will send out twice yearly (covering the period January to June and July to December) the Commitment Request Form to all part-time nurses.

F-9 Master Rotations will not be changed without consultation between the Assistant Director of Nursing and the Bargaining Unit President.



F-10 In accordance with Article 10.07 (a) of the Central Agreement, if a nurse is to be reassigned for a partial or single shift from her or his area of assignment, the nurse to be reassigned will be the most junior nurse on the Unit who is qualified to perform the available work.

F-11 Commitment On-Call for Obstetrics/Medical/Surgical Unit

Part-time nurses working on the Obstetrics/Medical/Surgical Unit shall be required to provide on-call on a rotation basis for the hours 1930 to 0730 on a daily basis. Nurses shall be reimbursed for standby in accordance with the Central Collective Agreement.

- a) The Hospital will notify the Bargaining Unit President or designate prior to initiating standby assignments on any units.
- b) Scheduled standby assignments will be distributed according to scheduling standards of Article 5 and in order of reserve seniority.
- c) Standby assignments shall be posted at the same time as the tours of duty schedules.
- d) Employees shall be permitted to exchange or give away their standby assignments as long as no premium is incurred by the Hospital and must be approved by the Assistant Director of Nursing or designate. Such requests will not be unreasonably denied.
- e) The R.N. on-call will be paid in accordance with the Central Agreement.
- f) Standby will not be reassigned without consultation with the employee whose schedule is being changed.
- g) Standby will not be scheduled on a night before a scheduled day shift.
- h) If the R.N on-call is called back into work, she or he will be able to leave the Hospital at 0730 hours.
- i) Should a shift become available on an employee's scheduled on-call shift, this on-call employee shall be offered the shift. The on-call shift will then be offered according to seniority.

F-12 If the parties agree to a Unit Weekend Schedule in accordance with the language of Article 13.04 during the duration of the Collective Agreement, the signed agreement between the parties will be addressed as a Letter of Understanding and appended to the Appendix of Local Provisions.

**ARTICLE G - PAID HOLIDAYS**

G-1 The Employer agrees to recognize the following paid holidays:

January 1	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	December 25
Canada Day	December 26
August Civic Holiday	November 11
2nd Monday in February	
2nd Monday in June	

G-2 For full-time the scheduling of lieu days shall be at mutually agreeable times, but must be taken within forty-five **(45)** days before of after the holiday.

G-3 For full-time the Hospital will pay for lieu days in the pay period in which the day is taken.

**ARTICLE H - VACATION**

- H-1 (a) It is understood and agreed that vacations are not necessarily continuous and that not more than one full-time and one part-time person per unit will take vacation at the same time. However, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates. When taking an entire week, vacations will commence on the first day of a work week with the last scheduled tour ending at 1530 hours on Friday, subject to the needs of the hospital. For nurses working the extended tour, the last tour ending at 1930 hours Friday. Following the posting of the approved vacation list on May 15th, in the event that the full-time part-time quota is not utilized, ~~two~~ of either bargaining unit will be allowed off at one time.
- (b) A vacation request list will be posted by February 1st. Nurses shall indicate their vacation preferences by April 1st and vacation schedules will be posted by May 15th. Nurses shall be given preference with respect to their vacation periods in accordance with seniority. Such preference shall be exercised by April 1st at 2330 hours. Other than prime time vacation period, request for vacation or a single day off will be granted on a first come, first serve basis, irrespective of full-time or part-time status or seniority. In any event this will not prevent nurses from arranging vacations otherwise on an individual basis with permission of the Assistant Director of Nursing or designate.
- (c) The vacation year will be from July 1st up to and including June 30th of the following year. In the event that vacation is denied due to staffing shortage and the employee has attempted to request vacation, all remaining vacation hours may be carried over from one year to the next with mutual agreement

between the nurse and the Assistant Director of Nursing or designate. Such request will not be unreasonably denied.

- (d) Vacations shall not be scheduled between December 18th and January 8th.
- (e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- (9) Nurses will be limited to taking a maximum of two (2) consecutive weeks of vacation time during prime time. Prime time shall be defined as the Sunday closest to July 1st to the Saturday following Labour Day.

H-2 Vacation pay calculated on current earnings will be paid to each full-time nurse on the pay day immediately preceding her vacation.

H-3 A nurse may request single vacation days off and these will be granted subject to mutual agreement after the posting of the approved vacation schedule on May 15th.  
  
Such days will not be granted during the period from December 18th to January 8th inclusive.

Where conflict occurs, requests will be granted on the basis of seniority.

H-4 The above clauses dealing with vacation apply to both 7-1/2 hour as well as extended tour nurses.

## **ARTICLE I - GENERAL**

I-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters.

I-2 Payroll statements will normally be made available for night staff upon coming off shifts on Thursday morning. The parties understand and agree that, occasionally, circumstances might prevent such advance payment.

Make-up cheques will be provided for amounts in excess of four (4) hours or more pay within three (3) business days following the request.

I-3 The Hospital agrees to provide individual lockers to all full-time nurses. The lockers will be assessed annually through the Hospital-Association Committee.

I-4 The Hospital will continue to provide beepers for nurses on call.

I-5 The Hospital will continue to provide gowns in the OR and RR.

When the present supply of gowns for OB and ER are exhausted, the Hospital will provide aprons in these areas.

- I-6 The Hospital will continue to provide proper gloves for nurses exposed to blood products or human excretions as approved by the Occupational Health and Safety Committee.
- I-7 The Hospital will consider full-time nurses for temporary full-time vacancies in accordance with Article 10.06 (d).

**ARTICLE J - SENIORITY LISTS**

- J-1 The seniority list shall be filed with the Association in November and again in May of each year.

**ARTICLE K - PRE-PAID LEAVE PLAN**

- K-1 The Hospital agrees to approve the application of **two (2)** full-time and **two (2)** part-time nurses annually for the Pre-Paid Leave Plan in accordance with the conditions of the Central Agreement.

**ARTICLE L - NURSE ABUSE (HARASSMENT)**

- L-1 If the nurse agrees in writing, the Hospital will notify the Association within **seventy-two (72)** hours of any formal complaint filed by him/her under the Hospital's harassment policy.

The Hospital will report its findings in a timely manner to the nurse(s) regarding any formal complaint filed under the Hospital's Harassment Policy. The nurse will have the right to have a member of the bargaining unit accompany her/him to any meetings.

- L-2 The nurse can submit a claim for damages to their personal property, eg. eye glasses, uniform, etc. All claims must be accompanied by receipts and will be reviewed by the Assistant Executive Director of Patient Care Services for approval. This clause will not result in double payment under any pre-existing benefit plans available to the nurse.

- (a) The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee 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 aggressive patient action

occur, such action will be reduced 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 employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Hospital Association Committee will include aggressive patients.

- (c) The Employer shall notify the Union within three (3) days of any employee who have been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.
- (d) When an employee, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the employee.

The employee will endeavour to 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.

## **ARTICLE M – WORKPLACE SAFETY AND INSURANCE BOARD AND REINSTATEMENT**

- M-1 (a) The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or L.T.D.  

The Hospital will provide to the Union a monthly list of all Bargaining Unit members on modified work programs at the beginning of each month.
- (b) When it has been medically determined that an employee is unable to return to her former position due to a permanent disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

**ARTICLE N -JOB SHARING**

N-1 The Hospital agrees to a job sharing arrangement pursuant to Article 20 of the Central Agreement. The following conditions have been reviewed by the parties and shall apply unless otherwise agreed to:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis. Management reserves the right to limit the number of job sharing arrangements.
- (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 Supervisor of the Unit. If the parties cannot come to an agreement, the Supervisor of the Unit, or her designate, will distribute the hours equitably over a six (6) week scheduling rotation.
- (c) The schedule referred to in (b) shall conform with the full-time scheduling provisions of the Collective Agreement.

The initial distribution of **shifts** between job share partners, as set out above, will not result in violation of Article F-2 (n), F-6 or F-7. The split in hours of the full-time position will result in one of the job sharers having more, or less, than their commitment as defined in F-6 and F-7. For the purpose of distributing extra or unscheduled shifts, as set out in Article F-2 (n) - Scheduling, job sharers will always be considered to have received their commitment as outlined in F-6 and F-7. **Pre-scheduled** shifts over and above the defined commitment will be taken into consideration when offering additional tours.

- (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.

On the basis of (c), the job share rotation will be scheduled off for either Christmas or New Years. The Supervisor of the Unit will ensure that time scheduled off for the job share rotation during either Christmas or New Years will be alternated on a year-to-year basis. The division of hours on the schedule for this period shall be determined by mutual agreement between the **two (2)** nurses and the Supervisor of the Unit. If the parties cannot come to an agreement, i.e. who will work either the Christmas or New Years holiday, the Supervisor will distribute the hours equitably for the period.

(f) When one of the job sharers requests vacation in advance of the posted schedule, the remaining partner shall be scheduled to work at least his/her commitment as outlined in F-6 and F-7. This does not preclude the remaining partner from working the full-time rotation during this period, as set out in (g) (ii) below.

(g) (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.

NOTE: Job sharers should be prepared to address why they are not covering their partner's incidental illness.

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

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. However, it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible. If the remaining partner elects to cover only part of the leave, it will be expected that she/he picks up a combination of tours (e.g. not all day tours).

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(h) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(i) 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.

Discontinuation

(j) Either party may discontinue the job sharing arrangement with sixty (60) 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.

Dated at Sudbury, Ontario, this 26 day of March, 2001

FOR THE HOSPITAL

[Signature]

[Signature]

[Signature]

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FOR THE UNION

Patricia Cadwell  
Labour Relations Officer

[Signature]

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