

COLLECTIVE AGREEMENT

BETWEEN

WINDSOR REGIONAL HOSPITAL

(hereinafter referred to as "the Hospital")

AND

ONTARIO NURSES' ASSOCIATION

(hereinafter referred to as "the Association")

Expiry: _____

APPENDIX 3
SALARY SCHEDULES

(See separate document)

APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

APPENDIX 5

TABLE OF CONTENTS

ARTICLE A - RECOGNITION

B - MANAGEMENT RIGHTS

C - ASSOCIATION INTERVIEW AND ASSOCIATION REPRESENTATION

D - ASSOCIATION NOTICES

E - SENIORITY - LOCAL

F - HOURS OF WORK - SCHEDULING

G - PAID HOLIDAYS

H - VACATIONS (EARNED LEAVE)

I - GENERAL

J - HEALTH AND SAFETY

K - UNIFORMS

L - METHOD OF PAY

M - EXTENDED TOURS

N - LEAVES OF ABSENCE

O - JOB SHARING

P - TRAVEL

LETTER OF UNDERSTANDING (MASTER SCHEDULES)

LETTER OF UNDERSTANDING (VARIATIONS TO NORMAL TOURS OF DUTY PURSUANT TO

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ARTICLE A - RECOGNITION

- A-1 (a) The Hospital recognizes the Association as the sole bargaining agent for all Registered Nurses, Registered Nurses Provisional or Temporary and Graduate Nurses, employed by Windsor Regional Hospital in the City of Windsor, save and except, the Coordinator of Staff Education, Nursing Quality Assurance Coordinator, Supervisors, *Managers* and persons above the rank of *Manager*.
- (b) The Hospital recognizes the Association as the sole bargaining agent for the Infection Control Nurse(s), Occupational/Employee Health Nurse(s), Day Hospital/Adult Day Care Nurse, and *Nurse Educators*.
- A-2 In accordance with the Ontario Labour Relations Act, the Hospital accepts the following responsibilities:
- (a) The Hospital recognizes the Association as the sole Collective Bargaining Agent for all Nurses coming within the scope of this Agreement.
- A-3 The parties have agreed during negotiations leading to this agreement that the IV Team Nurse position(s) are excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 *The Association acknowledges the exclusive function of the Hospital to operate and manage the Hospital in all respects in accordance with its obligations and without limiting the generality of the foregoing:*
- (a) *To direct the working force, including the right to hire, rehire, suspend, transfer, classify, promote, demote, lay off, recall, schedule work, assign work, discipline and discharge for just cause, subject to the right of a Nurse to lodge a grievance as hereinafter provided;*
- (b) *To maintain order, discipline and efficiency;*
- (c) *To establish and enforce reasonable rules and regulations.*
- B-2 *Without restricting or limiting the generality of the*

preceding sub-article, the Hospital shall retain all its rights of management not inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION INTERVIEW AND ASSOCIATION REPRESENTATION

- C-1 (a) The time and place of the interview referred to in Article 5.06 of the central portion of the Collective Agreement shall be scheduled within the first two (2) weeks of employment at a mutually agreed upon time on the Hospital premises. The Hospital will advise the respective Local Association president of all Nurses to be interviewed prior to the interview.
- (b) *Where an Employee transfers, for whatever reason, to an alternate site within the Hospital, written notification will be provided to the appropriate Local President.*
- C-2 All correspondence between the parties hereto, arising out of this Agreement, or incidental thereto, shall pass to and from the Office of the Vice-President Employee Relations and the President of the Local Association.
- C-3 In accordance with 6.01(b) of the Central Agreement, there shall be a Grievance Committee of not more than *five (5) Association representatives.*
- C-4 In accordance with 6.03(a) of the Central Agreement, there shall be a Negotiating Committee composed of *six (6) Association representatives.*
- C-5 In accordance with 6.02 of the Central Agreement, there shall be a Hospital-Association Committee of not more than *six (6) representatives*
- C-6 *A Representative from Human Resources shall forward copies of all transfer requests to the President of the Local Association.*
- C-7 In accordance with Article 6.01(a) of the Central Agreement, the Hospital will recognize up to *twenty-nine (29) representatives.*
- C-8 The President and Grievance Officer will be assigned duties on the day shift only provided they are not scheduled to work in the same department of the

Hospital.

The President shall not be scheduled to work weekends as long as this requirement does not interfere with the scheduling objectives of other Nurses as outlined in this Collective Agreement.

ARTICLE D - ASSOCIATION NOTICES

D-1 *The Hospital will provide at least three (3) bulletin boards for the use of the Association.*

ARTICLE E - SENIORITY - LOCAL

E-1 A copy of the seniority lists shall be posted by February 15th and August 1st on designated bulletin boards with four (4) copies forwarded to each local Association. Included in this list shall be a breakdown of total hours worked for part-time Nurses and the reasons for any adjustments for full-time Nurses (e.g. L.O.A. etc). As well all lists will include date of hire.

ARTICLE F - HOURS OF WORK - SCHEDULING

F-1 (a) Tours of duty schedules shall be posted six (6) weeks in advance. Requests for specific days off are to be submitted to the person responsible for scheduling in writing at least two (2) weeks in advance of posting.

(b) Requests for changes in posted time schedules must be submitted in writing on a standard form and co-signed by the Nurse willing to exchange schedules or tour of duty. Replies denying such requests will be in writing. Requests for change in the posted schedules shall not be unreasonably withheld.

(c) There shall be no change in such schedule after being posted unless by mutual agreement of the Hospital and the Nurse or Nurses affected by such change except in the event of an emergency.

F-2 (a) The Hospital will schedule each Nurse one (1) weekend off in every two (2).

(b) **Full-Time Nurses Only**

Full-time Nurses will receive premium pay, as outlined in the Collective Agreement, for all hours worked on a second 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 a result of an exchange of shifts with another Nurse.*

(c) **Part-time Nurses Only**

(i) Part-time Nurses will receive premium pay for all hours worked on a scheduled second consecutive and all subsequent consecutive weekends until a weekend off is received, save and except where:

- (a) such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or*
 - (b) such Nurse has requested weekend work; or*
 - (c) such weekend is scheduled/worked as a result of an exchange of shifts with another Nurse.*
- (ii) Where a part-time Nurse is called in to work a tour(s) on a scheduled weekend off she/he will be paid premium pay for all hours worked on the tour(s). The Nurse will not receive premium pay for the subsequent scheduled weekend worked.*

(d) A weekend shall be defined as at least fifty-six (56) consecutive hours off between the last shift worked on the Friday and the first shift worked on the Monday. If a Nurse requests that her weekend be defined as other than the period between the last shift worked on the Friday and the first shift worked on the Monday, and if the Hospital

agrees to such request, the fifty-six (56) hour period shall apply to the weekend as defined. Should a full-time or regular part-time Nurse be required to work during the fifty-six (56) hours stated above, such full-time or regular part-time Nurse shall be considered as having worked the weekend.

F-3 **Shift/Weekend Premiums**

- (a) The evening shift premium when applicable as per Article 14.10 will be payable between 1500 and 2300 hours.
- (b) The night shift premium when applicable as per Article 14.10 will be payable between 2300 hours and 0700 hours.

F-4 (a) The normal tours of duty are:

DAYS	0700 - 1500
EVENINGS	1500 - 2300
NIGHTS	2300 - 0700

Variations to the above tours or the tours identified in the appended Letter of Understanding, will be agreed with the Association prior to implementation. Such agreement shall not be unreasonably withheld by the Association.

- F-5 (a) Schedules shall be prepared in such a way that no days off will be separated by a single work day.
- (b) Subject to the aforesaid qualifications, schedules will be arranged to provide at least four (4) days off in each two (2) week period.
- (c) Any other arrangement of days off is to be agreed upon between the Manager and the Nurse concerned.

- F-6 (a) A full-time Nurse will not be scheduled to work on two (2) different tour rotations in any two (2) week period unless agreed to by the Nurse in writing.
- (b) The Hospital will schedule regular part-time Nurses who rotate, to work no more than two (2) different tours in any two (2) week period unless agreed to by the Nurse in writing.

F-7

- (a) All full-time and regular part-time Nurses will be given preference for shift scheduling on the basis of seniority. Nurses will indicate their scheduling preference as to days/evenings or days/nights.
- (b) A Nurse may request to work a permanent shift (except day shift). Such request shall be granted at the discretion of the Hospital and shall not be unreasonably withheld. However, all such Nurses may be assigned to the day shift from time to time for training, development, reorientation and evaluation purposes.
- (c) A regular part-time Nurse who wishes to rotate all three (3) shifts must put her desire in writing to the *Manager*.
- (d)
 - (i) A full-time Nurse who normally rotates through any calendar year, shall not be scheduled to work in any calendar year more than fifty per cent (50%) of evening or night tours to the amount of time scheduled on the day tour unless mutually agreed to by the Nurse in writing.
 - (ii) *The fifty per cent (50%) referenced in (i) above will be calculated on a quarterly basis. Any adjustments required to adhere to the fifty per cent (50%) ratio will be done in the following quarter.*
- (e) A regular part-time Nurse shall not be scheduled to work totally on the evening and night tours unless the Nurse has so requested.

F-8

The parties agree that the night shift shall become the first shift of the day.

F-9

A full-time Nurse electing to take equivalent time off in lieu of premium pay as per Article 14.09 of the Central Collective Agreement, may do so at a mutually agreed upon time or within one hundred and twenty (120) calendar days from the date the premium pay was accumulated. Where the time off has not been taken within the time frame stated above, said overtime will be paid out at the applicable overtime rate on the next pay cheque. All requests for equivalent time off in lieu of overtime payment will be made on a standard

form.

- F-10
- (a) A period of at least sixteen (16) consecutive hours shall be scheduled between shifts. In the event the Hospital fails to provide the requisite hours off as provided herein, a full-time and regular part-time Nurse will be compensated with premium pay for all hours worked during the sixteen (16) hours.
 - (b)
 - (i) When a full-time Nurse is being changed from one tour to another, there shall be at least twenty-four (24) consecutive hours off between one tour and the other and forty-eight (48) hours off after the night shift.
 - (ii) When a regular part-time Nurse is being changed from one tour to another, there shall be at least twenty-four (24) consecutive hours off between one tour and the other.
 - (iii) In the event the Hospital fails to provide the requisite hours off as provided herein, the Nurse will be compensated with premium pay for all hours worked on her/his next scheduled shift.

- F-11
- Two (2) days off a week need not be scheduled consecutively; however, every effort shall be made to ensure that no Nurse shall be required to work more than five (5) consecutive days without a day off.

Premium pay will be paid for all hours worked on the *sixth (6th)* and subsequent consecutive shifts except where:

- (a) Such days are worked by the Nurse to satisfy specific days off requested by such Nurse.
- (b) Such Nurse has requested weekend work.
- (c) Such days are worked as the result of an exchange of shifts with another Nurse.

F-12 **Availability for Work/Scheduling - Regular Part-time**

(a) **Regular Part-Time Commitment**

- (i) *Available for scheduling twelve (12) months of the year, unless she/he is on scheduled*

vacation or an approved leave of absence;

- (ii) Available to work a minimum of three (3) tours of 7.5 hours (twenty-two and one-half [22-1/2] hours for employees whose hours of work consist of a combination of short, normal and/or extended tours) within any biweekly pay period;
- (iii) Available to work every other weekend;
- (iv) Available to work on either Christmas Eve Day and Christmas Day or New Year's Eve and New Year's Day, and in addition, at least four (4) other holidays during the year;
- (v) Where a regular part-time Nurse makes herself/himself "not available" for more than three (3) days in any pay period, such days in excess of three (3) will be counted towards the Nurse's scheduled minimum commitment.

The three (3) tours within any biweekly pay period shall include the every other weekend to be worked and further, the Christmas Day or New Year's Day requirement.

(b) **Regular Part-Time Scheduling**

- (i) The Hospital agrees to schedule all available shifts on a unit to regular part-time Employees according to their commitment on the posted schedule of the unit.
- (ii) All regular part-time Employees in a unit will be scheduled up to their minimum commitment under Article F-12 (a) by seniority.
 - (a) The schedule will be filled out by scheduling the most senior RPT Nurse on the unit the minimum commitment and proceeding down the RPT list on the unit, scheduling each less senior RPT the minimum commitment until all available hours of work have been scheduled on the unit.

- (b) Once all regular part-time Employees on the unit have been scheduled their minimum commitment, any remaining shifts to be scheduled will be scheduled allocating one (1) shift to each Nurse on a seniority basis until all available shifts are scheduled within each posted schedule on the unit.
 - (c) Where a regular part-time Employee does not want to be scheduled for any shifts over and above the minimum part-time commitment, she/he will indicate this in writing to her/his Manager.
- (iii) Shifts which become available on a unit for any reason, after the schedule has been posted will always be offered to the regular part-time Nurses on the unit on the following basis:
- (a) to regular part-time Nurses on the unit who have not been scheduled or given the opportunity to work up to their minimum commitment; then
 - (b) to regular part-time Nurses on the unit on the basis of rotating seniority;
 - (c) if the shift results in premium pay it is to be offered to the full-time or part-time Nurses on the unit prior to being offered to Nurses off the unit. It is agreed that premium pay shifts will be offered on a fair and equitable basis by rotating on an integrated seniority list between full-time and part-time Nurses on the unit; however, this shall not apply to shifts which become available on a weekend, in which case such shifts shall be offered first to part-time nurses before being offered to full-time nurses.
 - (d) a shift will be deemed to be offered whenever a call is placed and will count towards the minimum commitment of the Nurse;
 - (e) a Nurse who does not wish to be called

for additional shifts must put their desire not to be called in, in writing, to their Manager.

- (iv) Nurses who do not wish to be scheduled at an alternate site must put such request in writing to the Manager. It is recognized that accommodating such a request may result in a Nurse not being scheduled their minimum commitment. It is further recognized that accommodation of this request will not negatively impact any other staff on the unit. Such a request will not be unreasonable denied.
- (v) Casual part-time Employees will not be called in or scheduled to work at either Hospital site until all available hours of work have been offered to all regular part-time Employees at either Hospital site.
- (vi) Notwithstanding the above, where a regular part-time Employee had a scheduled shift cancelled and a need arises whereby the Hospital intends to call an Employee in for the same cancelled shift, the Employee who has had her/his shift cancelled will be given the first opportunity to work that call-in shift.

(c) **Tours of Less than 7.5 Hours**

- (i) Where a part-time Employee(s) is scheduled to work less than a normal tour (7.5 hours) Article F, in its entirety, applies except as amended by the following:
 - (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
 - (b) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
 - (c) No part-time Employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are

requested by the Employee.

(d) Employees working tours comprised of less than 7.5 hours shall not be scheduled work more than five (5) consecutive tours.

(e) There shall be an equitable distribution of tours of less than 7.5 hours among the part-time Employees in each unit.

F-13

Part-time Nurses Hired for Weekend Work

- (1) The Hospital agrees to the implementation of the "Weekend Program" for part-time Nurses whereby regular part-time Nurses requesting to be in the program are scheduled to work only weekends.
- (2) Regular part-time Nurses working the Weekend Program shall not receive weekends off as per Article F-2 (a) and as such will not receive premium pay as per Article F-2 (c).
- (3) Any request made by a Nurse working the Weekend Program for a weekend off because of a special personal circumstance will be considered and, if possible, recognized by the Hospital if such request is made not less than two (2) weeks prior to the posting of a work schedule.
- (4) Regular part-time Nurses working the Weekend Program will not normally work Monday to Friday but may do so if they indicate that they are available for such work and if all available shifts have been offered to regular part-time Nurses first.

F-14

Where the Hospital wishes to introduce shifts, other than normal daily tours or extended tours, the terms will be discussed between the parties including implementation, trial periods, scheduling, discontinuation and the applications of premium pay provisions.

F-15

The rest periods provided for in Article 13.01(b) of the central portion of the Collective Agreement will be scheduled during each half (1/2) tour of duty unless otherwise agreed to by the Nurse.

F-16 The Hospital will endeavour to replace any Nurse off on LTD, WSIB, or LOA with a Nurse or Nurses of the same classification as soon as possible.

F-17 *Where a Nurse is selected to serve on a jury and does actually serve on a jury, her work schedule shall be converted to a Monday through Friday day tour basis with potential weekends off, beginning with the first day of the trial and continuing up to the conclusion of the completion of the trial, or upon the trial being recessed, the Nurse shall be returned to that point on her former schedule that is considered appropriate by the Hospital.*

ARTICLE G - PAID HOLIDAYS

G-1 Recognized paid holidays shall be as follows:

New Year's Day (to be observed on January 1)
2nd Monday in February (or Heritage Day if so proclaimed)
Good Friday
Victoria Day
2nd Monday in June
Canada Day (to be observed on July 1)
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day (to be observed on November 11)
Christmas Day (to be observed on December 25)
Boxing Day (to be observed on December 26).

G-2 (a) Where a Nurse is entitled to a lieu day under Article 15.06 (Central Agreement), such day off must be taken within the period thirty (30) days before or sixty (60) days after the paid holiday or payment shall be made in accordance with Article 15.03 (Central Agreement). Exceptions may be considered as long as the accumulation of lieu days does not exceed three (3).

(b) *For the purpose of Holiday pay entitlement only and for no other purpose, it is agreed that Holiday pay premium shall apply to all hours worked from 2300 hours on the day preceding a paid holiday and ends at 2300 hours on the paid holiday.*

Christmas or New Year's Off

Every effort will be made by the Hospital to post notices with respect to time off at Christmas Day and New Year's Day as far in advance as possible.

All Nurses shall be entitled to take at least five (5) consecutive days off at either Christmas or New Year's. The Hospital shall endeavour to schedule the time off at Christmas to include December 24th, 25th and 26th. The time off at New Year's shall include December 31st and January 1st.

Time off at Christmas and New Year's will alternate from year to year. Exchanges made between Nurses will not be considered in the scheduling of Christmas and New Year's in the following year.

If a Nurse elects to transfer to another unit, she will be assigned Christmas or New Year's off on the basis of availability.

On units where staffing permits some Nurses to be off both Christmas and New Year's, the scheduling of both holidays off shall be offered according to seniority among all full-time and part-time Nurses on that unit. It is understood and agreed that full-time and regular part-time seniority will be integrated on the unit for this purpose.

Where the Christmas/New Year's schedule is posted, the Hospital will also post a listing of the previous year's Christmas/New Year's assignment (not including any switches) for all of the nurses on the schedule. The Hospital will keep a record of the scheduled vs traded time off for one (1) year for the purpose of clarification.

Where the Hospital offers Approved Absent Days on December 24th, 25th, 26th, 31st, and January 1st on any unit, the Hospital will do so on the basis of seniority. It is understood that full-time and part-time seniority will be integrated for this purpose.

In each year, the Hospital shall schedule, with respect to each Nurse, at least two paid holidays in conjunction with the Nurse's weekends off, exclusive of New Year's, Christmas, and Boxing Day.

- G-5 Staff normally scheduled to work Monday to Friday (Head Nurse, Employee Health Nurse, Day Hospital Nurse) are to be scheduled off every paid holiday and are not subject to the provisions of Article G-4.
- G-6 Scheduling regulations F-2(a), (b), F-6 and F-7 (d), (e) will be relaxed during the 21-day period from mid-December to mid-January. Exact dates to be established annually at an ONA/Management Meeting prior to posting the Christmas schedule. Extended tour Nurses see Article M-6 (d).

ARTICLE H - VACATION (EARNED LEAVE)

NOTE: *Effective the scheduling of vacations for the vacation period 97/98, all nurses working at both campuses shall schedule vacation entitlement based on "seniority".*

- H-1 (a) The vacation year shall be from May 1st of one year to April 30th of the next year.
- (b) (i) Vacation entitlement shall be calculated for all full-time and regular part-time Nurses based on length of service as of April 30th of each year.
- (ii) Prior to leaving on vacation, a Nurse shall be notified of the date and tour of duty to which she is to report for work following vacation.
- (c) All regular part-time Nurses shall be entitled to the same proportion of paid vacation as their time worked bears to full-time employment as of April 30th in each year.

The formula used to calculate vacation pay entitlement is as follows:

Total hours for the year May 1st
to April 30th ÷ 162.5 X 1.25 (3 weeks)
X 1.67 (4 weeks)
X 2.08 (5 weeks)
X 2.50 (6 weeks)

No part-time Nurse will be forced to take vacation time off.

Any part-time vacation not taken during the vacation year will be paid out by separate cheque on March 31st in each year.

- H-2 (a) (i) Insofar as it is practical to do so, having regard to the necessity of maintaining the efficient operation of the Hospital, Nurses shall be granted vacation periods requested in accordance with their *seniority*.
- (ii) In the event the *seniority* of two or more Nurses is identical and if the vacation

period requested by two or more of them results in a conflict, their choice of vacation period shall be determined by lot.

- (b) In the case of a Nurse who has scheduled vacation of five (5) days or more, the Hospital will schedule at least one (1) weekend off (Saturday and Sunday consecutive) either immediately prior to or following the vacation period.

Every effort will be made to schedule the Nurse's preference for which weekend is to be scheduled off. If staffing permits, the Hospital will schedule both weekends off.

- (c) No more than three (3) weeks vacation will be allotted any Nurse during the months of June, July, August or September. Special requests shall be made in writing to the Manager and considered on an individual basis and shall not be unreasonably denied.

H-3 Insofar as it is practical to do so, having regard to the necessity of maintaining the efficient operation of the Hospital, part-time employees shall be granted vacation periods, requested in accordance with their seniority within the part-time group of employees in their nursing unit

Where a full-time Nurse and a part-time Nurse in a unit have requested the same vacation period and it is not possible or practical for the Hospital to have both absent at the same time, preference shall be given to the employee with the highest seniority.

If the seniority of both Nurses is identical, the requested vacation time will be given to the full-time Nurse.

H-4 The Hospital shall allow the utilization of single vacation days up to a maximum of ten (10) per year provided that the Nurse requests them in writing to the Manager at least two (2) weeks in advance of that schedule's start and provided they are scheduled at a mutually agreeable time. These days will not affect the unit's compliment for vacation schedules.

H-5 (a) (i) *Nurses will sign for their vacation request commencing February 1st of each year based on seniority in the Manager's office;*

- (ii) As Nurses place their request, any entitlement not recorded at that time can be requested at a later date, but will be granted as of the date of request (i.e. cannot bump others with less seniority even prior to March 15th);
 - (iii) A seniority list will be posted in the Manager's office. The Manager will notify Nurses to inform them that they appear next on the list to sign up for vacation. Once a Nurse has been notified, the date and time of notification will be placed on the list next to their name. Once a Nurse has signed for vacation, a line will be put through her name, indicating she has had her turn;
 - (iv) (a) It is agreed that if a Nurse does not sign up for her requested vacation within forty-eight (48) hours after being notified at the date and time noted on the list, the next Nurse will be called and her requested vacation will not be pre-empted by the former Nurse coming forward at a later date;
 - (b) If a Nurse is off on vacation or leave of absence longer than forty-eight (48) hours, the Nurse shall leave his/her vacation request, in order of preference, with the Manager before commencing said time off;
 - (v) Nurses can only request blocks of vacation time and sign on the nursing unit to which they are regularly scheduled;
 - (vi) This process will continue until all Nurses have had an opportunity to request vacation, but should be completed by March 15th of each year. Final approvals to be posted by April 1st of each year.
- (b) Vacations once approved may only be changed by mutual consent of the involved parties or to available openings. Such requests shall not be unreasonably denied.

- (c) Vacation quotas by unit will not be unduly restrictive. Vacations may be taken at any time of the year, subject to (d) below. Vacation requests shall not be unreasonably denied.
- (d) Notwithstanding (c) above, vacation quotas by unit for the period between mid-December and early January (21 days in duration - exact dates to be established annually at an O.N.A./Management meeting prior to posting the Christmas schedule) will be posted on the unit no later than September 15th in each year. Vacations during this period will be granted as per Article H-2 (a).

- H-6
- (a) In the event that a Nurse is transferred at her request to another unit after the vacation schedule has been posted, the Hospital shall endeavour to grant her vacation as scheduled. However, the Hospital shall not be required to alter vacations already scheduled on that nursing unit.
 - (b) The Hospital will endeavour to grant approved vacation for a Nurse if transferred from one unit to another resulting from a reduction of service or lay-off.

H-7

With respect to vacation not requested in accordance with Article H-5, requests for vacation must be submitted in writing six (6) weeks prior to vacation date. Date of request and not seniority shall govern for nurses. If requests for the same period are received by the person responsible for scheduling on the same date, seniority will govern for Nurses.

H-8

Casual Nurses will be paid their appropriate percentage of vacation pay on each cheque.

H-9

No nurse will be required to take vacation during any period of "planned" reduction of service in any unit or department.

H-10

If a Nurse terminated her services or if for any reason she will not be taking her posted vacation, this vacation time will be posted for one (1) week as being available and will be granted to the Nurse having the highest seniority within the unit provided she submits her request in writing during the one (1) week posting period.

ARTICLE I - GENERAL

- I-1 Nurses who have sick leave credits to their standing will be notified by March 31st each year of their remaining sick leave credits.
- I-2 (i) Nurses absent for any reason will endeavour to notify the unit/program at least three (3) hours prior to commencement of the day shift and six (6) hours prior to the commencement of the afternoon and night tours to afford an opportunity to obtain a replacement.
- (ii) With the exception of the Occupational Health Nurse and Occupational Health Physician, the Hospital shall not contact any nurse's physician without expressly getting agreement in writing from the nurse.
- I-3 *A representative from Human Resources will notify the President of the Local Nurses' Association of the names of all Nurses who go off work due to a work related injury or when a Nurse goes on LTD.*
- I-4 **No Other Written or Verbal Agreement**
- No Nurse shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- I-5 *Where a Nurse is disabled due to causes other than a work related illness or injury and could return to work under modified conditions, the Hospital, the Association and the Nurse will meet to discuss the feasibility of a suitable work program. This process may be initiated by the Hospital, the Association or the Nurse.*
- I-6 **Malpractice and Professional Liability Insurance**
- The Hospital agrees to provide malpractice and professional liability insurance to cover the Nurse in the event of any legal action brought against such Nurse in the course of her duties during her employment with the Hospital.*
- I-7 The Hospital will agree to provide adequate parking facilities for the afternoon shift.

ARTICLE J - HEALTH AND SAFETY

J-1 The Employer agrees to recognize up to two (2) from the Western Campus and one (1) from the Metropolitan Campus as Association Health and Safety Representatives and supply to the Representative of the employee a copy of the Workplace Safety & Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease), or the Employer's own form containing the same information, pertaining to any member of the Association.

J-2 Modified Work Program

The Hospital and the Union agree to support the principle of prompt rehabilitation and return to work of injured workers. Consequently, the following Modified Work Program will apply:

1. Once a claim is established with, and approved by the Workplace Safety & Insurance Board (WSIB), it will be monitored by the Hospital.
2. Where there is a reasonable possibility that the person may be able to return to work on modified duties, a Physical Demand Analysis will be completed for the injured worker's job (unless it has been done for another case) and forwarded to the treating physician(s) and the local Union President along with a request to consider the worker as a candidate for modified work.
3. Upon a positive reply from the treating physician(s), a Modified Work Plan (MWP) will be developed by the injured worker's Supervisor in consultation with the worker, the Local Union President or her Designate and other qualified personnel as necessary. The MWP will indicate the applicable restrictions and the expected length of rehabilitation. When the terms and conditions of the MWP have been agreed upon, the document respecting such program will be submitted to the Association's Labour Relations Officer for signing.
4. If, during the course of rehabilitation, the worker is experiencing increased discomfort, the MWP will be adjusted or discontinued so as not to harm the worker. This decision will be made by

the Hospital in conjunction with the worker and the President of the local Union, or her Designate.

5. It is understood that the President of the local Union or her Designate will accompany the worker to any meetings.
6. The MWP will continue until the worker returns to full duties or is no longer making progress toward returning to full duties, whichever comes first.
7. The injured worker will receive full wages and benefits while on the Program.
8. Specific elements of this Program may change from time to time to accommodate changing policies or legislation in which case the Union will be consulted.

- J-3
- (a) 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.
 - (b) Such information shall be submitted in writing to the Association as soon as possible.
 - (c) The Hospital will consider a request for reimbursement for damages incurred to the Nurse's personal property.

ARTICLE K - UNIFORMS

- K-1 Any uniform, clothing or personal articles used by any Nurse in the regular performance of her duties which are damaged in the course of her duties other than through her carelessness, shall be repaired, cleaned or replaced by the Hospital.

ARTICLE L - METHOD OF PAY

- L-1 Nurses may, upon giving notice to their Department Head on or before the tenth (10th) of the month preceding, receive their vacation pay prior to taking their annual vacation.

- L-2 **PAY DAYS** - The regular pay days for employees covered

by this Agreement shall be every second Thursday during the term hereof, on which day they will be paid their respective wage entitlement, calculated to and including the previous Friday.

L-3 If the Nurse lets her/his Manager know that they are short four (4) hours or more on the Friday immediately after a pay day by 0900 they will be paid on the interim pay that afternoon.

If despite the Nurse's best efforts she discovers after 0900 Friday, that she is short seven point five (7.5) or more regular hours pay, a manual cheque will be issued as early as possible in the following week. Notice of said deficiency must be given to their Manager.

ARTICLE M - EXTENDED TOURS

M-1 (1) Extended tours shall be introduced into any unit when,

- (a) seventy per cent (70%) of the Nurses in the unit so indicate by secret ballot, and
- (b) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.

When the nursing staff on a unit request, there shall be a trial period of six (6) months followed by a re-vote at the end of that period to ensure seventy per cent (70%) continuing support.

(2) Extended tours may be discontinued in any unit when,

- (a) seventy percent (70%) of the Nurses in the unit so indicate by secret ballot, or
- (b) the Hospital serves notice of its desire to discontinue extended tours because of:
 - (i) adverse effects on patient care;
 - (ii) inability to provide a workable staffing schedule, or
 - (iii) where the Hospital wishes to do so for

other reasons which are neither unreasonable nor arbitrary.

- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above,
- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance in an attempt to resolve identified problems, and
 - (b) where it is determined that the extended tours are to be discontinued, affected Nurses shall be given sixty (60) days' notice before the schedules are so amended.

- M-2
- (i) The hours of work for extended tour Nurses shall be averaged over a specified period to meet the needs of the scheduling requirements of each unit (e.g. 225 hours in a six [6] week period). Such averaging shall be agreed upon between the Hospital and the Association. Where the hours of work for extended tour Nurses are averaged over a six (6) week period, the scheduling of the one (1) extended tour off without pay during the six (6) week period for each full-time Nurse will be at a mutually agreed upon time.
 - (ii) The parties agree that the day shift shall become the first shift of the day.

- M-3
- A Nurse shall not be scheduled to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on a fourth (4th) tour and all subsequent tours until a day off is received.

- M-4
- (a) *It is understood and agreed that all full-time and regular part-time nurses working on an extended tour unit will be required to make themselves available for work every other weekend.*

The Hospital will schedule each nurse one (1) weekend off in every two (2).

- (b) **Full-Time Nurses Only**

Full-time Nurses will receive premium pay as outlined in the Collective Agreement for all hours worked on the second consecutive and subsequent

weekend 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.*

(c) **Part-Time Nurses Only**

(i) Part-time Nurses will receive premium pay for all hours worked on a scheduled second consecutive and all subsequent consecutive weekends until a weekend off is received, save and except where:

- (a) such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or*
- (b) such Nurse has requested weekend work; or*
- (c) such weekend is scheduled/worked as a result of an exchange of shifts with another Nurse.*

(ii) Where a part-time Nurse is called in to work a tour(s) on a scheduled weekend off she/he will be paid premium pay for all hours worked on the tour(s). The Nurse will not receive premium pay for the subsequent scheduled weekend worked.

M-5 Requests for changes in posted time schedules must be submitted in writing on a standard form and co-signed by the Nurse willing to exchange schedules or tours of duty. Replies denying such requests will be in writing. Requests for change in the posted schedules shall not be unreasonably withheld.

M-6 The scheduling requirements provided in this Article, will be waived during the period between mid-December and early January (21 days in duration - exact dates to be established annually at an O.N.A./Management meeting prior to posting the Christmas schedule) in order to facilitate the scheduling of three (3) extended tours

off in conjunction with either Christmas or New Year's Day. The provision of this sub-article shall not apply to any Nurse who is not required to work on either Christmas or New Year's Day.

M-7 Requests for paid holidays and vacation days should be submitted in writing to the Manager no less than thirty (30) days in advance, whenever possible, to allow adequate notice for scheduling of part-time staff.

M-8 **Part-time Nurses Scheduling Provision**

- (a) The maximum number of scheduled consecutive extended tours will be three (3). This will not include any non pre-scheduled extra shifts the part-time Nurse may agree to work.
- (b) Tours of duty will be posted at least two (2) weeks in advance and the schedule shall cover not less than a four (4) week period.
- (c) Requests for change in posted time schedules must be submitted in writing at least two (2) weeks in advance of posting.
- (d) The scheduling requirements provided in this Article, will be waived during the period between mid-December and early January (21 days in duration - exact dates to be established annually at an O.N.A./Management meeting prior to posting the Christmas schedule) in order to facilitate the scheduling of three (3) extended tours off in connection with either Christmas Day or New Year's Day. The provision of this sub-article shall not apply to any Nurse who is not required to work on either Christmas or New Year's Day.

M-9 *It is understood that for scheduling purposes, a weekend consists of fifty-six (56) consecutive hours of work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.*

M-10 Breaks on extended tours:

The first thirty (30) minutes of breaks shall be paid. The next forty-five (45) minutes of breaks in total shall be unpaid. The last fifteen (15) minutes of breaks in total during the shift shall be paid.

M-11 A Nurse who normally rotates on two (2) or three (3) tours shall not be scheduled to work more than two (2) consecutive weeks on any tour without her written consent or request.

A Nurse will not be scheduled to work on two (2) different tour rotations in a *consecutive two (2) week* period unless otherwise mutually agreed by the Hospital and the Employee concerned.

M-12 *Seven (7) days off will be scheduled in each two (2) week pay period for each full-time Nurse. A minimum 48 hours will be scheduled off after working two (2) or more consecutive tours except by request of or agreement by the Nurse.*

M-13 There shall be a period of not less than twelve (12) hours off between tours of duty. When the Nurse has been working nights there shall be forty-eight (48) consecutive hours between tours. Where the Hospital schedules less than the required number of hours off, the Nurse shall receive premium pay for the next scheduled shift. The forty-eight (48) hour time off between shifts may be waived if agreed to between the Nurse and the Hospital.

M-14 All provisions in this Appendix 5 of Local Issues will apply to Nurses working extended tours unless expressly amended above.

ARTICLE N - LEAVES OF ABSENCE

N-1 Prepaid Leave Plan

There shall not be greater than thirteen (13) Nurses off at one time, with no more than one (1) individual Nurse off from any one (1) unit/program.

Individuals with a prior approved pre-paid leave who elect to transfer to another unit cannot displace any individual in that unit who also has a previously approved pre-paid leave in the same year.

N-2 Association Leave

In accordance with 11.02 leave for Association business shall be requested in writing fifteen (15) days in advance.

N-3

As in N-2 above, upon written application of the Local President, a leave of absence without pay shall be granted to the Local President for one (1) calendar day each month.

ARTICLE O - JOB SHARING

- O-1 Job Sharing is defined as an arrangement whereby two (2) Nurses share the hours of what would otherwise be one (1) full-time position.
- O-2 All Job Sharing arrangements shall be voluntary for all participants.
- O-3 Job Sharing requests with regard to full-time positions shall be made in writing to the Vice-President Employee Relations.
- O-4 Job Sharing requests with regard to full-time positions shall be considered on an individual basis. It is understood that the Hospital has the sole right to determine if any full-time position shall be shared by two (2) Nurses and retains the sole right to determine the required ratio of full-time to part-time Nurses. Such rights shall not be exercised in an unreasonable or arbitrary manner.
- O-5 All Job Sharers shall be treated as REGULAR PART-TIME NURSES and shall be covered by the provisions of the Central Collective Agreement unless expressly amended herein.
- O-6 (i) Total hours worked by the Job Sharers shall equal one (1) full-time position. The division of the hours on the schedule shall be determined by mutual agreement between the two (2) Nurses and the Manager.
- (ii) *Job Sharers shall only be requested to work tours outside of the tours of the full-time position after all RPT Nurses on the unit have been scheduled and/or offered work up to their minimum commitment. Job sharers will then be offered additional tours pursuant to Article F-12(b)(iii)(b).*
- O-7 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- O-8 Each Job Sharer may exchange shifts with her partner, as well as with other Nurses, as provided by the Collective Agreement.
- O-9 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.

O-10

Coverage:

- (a) It is expected that both Job Sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the *Manager* will be notified and will be responsible to book coverage. Job Sharers are not required to cover for their partner in the case of prolonged or extended absences.
- (b) For vacation, the Job Sharing partner will provide the replacement, where possible, and where so provided, this position shall not form part of any unit vacation quota.
- (c) **Maternity Leave, and other leaves pursuant to Article 11 of the Collective Agreement:**

In the event that one (1) member of the Job Sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the *Manager*, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

O-11

Implementation

- (a) 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.
- (b) An incumbent full-time Nurse willing 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.

If the incumbent full-time Nurse has been working a master rotation schedule, that master rotation shall not be changed due to the Job Sharing arrangement.

- (c) *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. If the remaining Nurse in the shared position was originally a full-time Nurse, she/he will be returned to her/his former full-time status in the position. If the remaining Nurse in the shared position was originally a part-time Nurse, she/he will be returned to her/his regular part-time status and the position will be posted and filled in accordance with the Collective Agreement.*
- (d) Each new Job Sharing arrangement shall be subject to a six (6) month trial period.

O-12

Discontinuation

- (a) 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.
- (b) *Where a job sharing arrangement is discontinued under (a) above, the position must revert to a full-time position. The Nurses in the job shared position will revert to their former status (full-time or regular part-time) on the unit where the job shared position was scheduled. If both of the Nurses were previously regular part-time, the resultant full-time position must be posted and filled in accordance with the Collective Agreement. Any adjustments to the staffing levels on the affected unit will be dealt with under Articles 10.07 and 10.08 of the Collective Agreement.*

ARTICLE P - TRAVEL

P-1

Where nurses are required in the course of their patient care duties to commute between the Metropolitan and Western Campuses, they will be paid five (\$5) dollars round trip or reimbursed for cab fare.

All other authorized travel will be paid at the rate of 30 cents per kilometer.

P-2

Where, by the nature of her job, a nurse is required by her insurance company to carry business automobile insurance, the Hospital will pay the difference between the personal (with driving to work) insurance premium and the business insurance premium to a maximum of One Hundred and Fifty Dollars (\$150.00) per year upon presentation of evidence of the cost difference and that the nurse is so covered. Where the Hospital questions the necessity for this coverage, the Hospital may contact the nurse's insurance company with the written consent of the nurse, in order to verify the requirement.

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

WINDSOR REGIONAL HOSPITAL

RE: MASTER SCHEDULES

During the course of negotiations for the renewal of the Local Issues Appendix of the Collective Agreement, the Hospital reaffirmed that it is not the Hospital's intention to alter existing master schedules on a long term basis. Where such a need arises, the Hospital will meet to discuss such alteration with the Union and the Nurses(s) on the Unit involved in advance.

The Registered Nurses on any Unit wishing to formulate and implement master schedules for full-time Nurses will select two (2) Nurses from their Unit to sit on a committee with a member of the Local Executive and an equal number of Hospital Representatives to develop a master rotation schedule to meet the needs of that particular Unit, subject to all posting and scheduling requirements of the Collective Agreement.

Signed at Windsor, Ontario, this _____ day of _____ 1999.

FOR THE HOSPITAL

FOR THE UNION

Labour Relations Officer

