

APPENDIX 5

TO THE
COLLECTIVE AGREEMENT
EXPIRING MARCH 31, 2001

BETWEEN:

WINDSOR REGIONAL HOSPITAL
(Hereinafter referred to as "the Hospital")

AND:

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

The parties agree to the content of this Appendix, referenced in Article 23.01 of the Central portion of the Collective Agreement expiring March 31, 2001.

The parties further agree that upon **finalization** of Appendices 3 and 4, referenced in Article 23.01 of the Central portion of the Collective Agreement expiring March 31, 2001, the entire Collective Agreement will be signed by both parties.

DATED at Windsor, Ontario this 15th day of December, 2000.

FOR THE HOSPITAL:



Lee Baxter

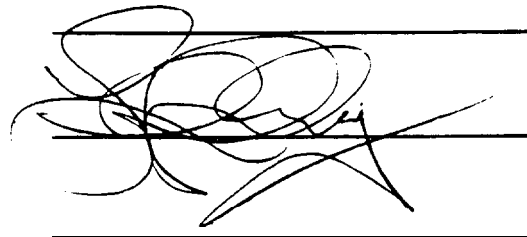
Patricia Vrand

Judy Brunner

FOR THE UNION:



Labour Relations Officer



APPENDIX 5

LOCAL PROVISIONS

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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 Learning Consultants.
- 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 Bargaining Unit 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 Bargaining Unit 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 Bargaining Unit President.
- 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) Association Representatives.
- C-6 A Representative from Human Resources shall forward copies of all transfer requests to the Bargaining Unit President.
- 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.
- C-9 In accordance with Article 9.02(a) of the Central Agreement, there shall be a Professional Development Committee (**ONA** Education Committee) of not more than five (5) Bargaining Unit Representatives.

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 bargaining unit. 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. This provision is only applicable to part-time Nurses scheduled to work every second (2nd) weekend.

- (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.

- (b) 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-5 (a) Schedules shall be prepared in such a way that no days off will be separated by a single workday.

- (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 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 Unit 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 percent (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 percent (50%) referenced in (i) above will be calculated on a quarterly basis. Any adjustments required to adhere to the fifty percent (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

(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 four (4) tours of 7.5 hours (thirty [30] 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) A leave, granted under Article 11 of the Central Agreement, will not be counted towards the Nurse's scheduled 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-I 2(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 Unit 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 toward 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 Unit Manager.
 - iv) Nurses who do not wish to be scheduled at an alternate site must put such request in writing to the Unit 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 unreasonably 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 to 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

- (a) 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.
- (b) 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).
- (c) 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.
- (d) 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 The rest periods provided for in Article 13.01 (b) of the central portion of the Collective Agreement will be scheduled during each half (½) tour of duty unless otherwise agreed to by the Nurse.

F-15 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-16 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.

F-17 Nurses shall be selected for positions on the basis of their skill, ability, experience, and qualifications. Where these factors are relatively equal amongst

the Nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

Upon completion of the temporary vacancy, any such Nurse shall be reinstated to her or his former position.

A Nurse may make written request to be considered for temporary full-time vacancies by advising the Hospital and completing a Temporary Full-time Vacancy Request Form indicating her/his name, qualifications, experience, present area of assignment, seniority and requested area of temporary assignment. A Temporary Full-time Vacancy Request Form shall become active as of the date it is received by the Hospital and shall remain in effect until December 31st following. Such requests will be considered as application for temporary full-time vacancies of one (1) year duration or greater.

The temporary full-time vacancy created by a successful full-time applicant need not be filled by a full-time Nurse.

ARTICLE G – PAID HOLIDAYS

G-1 **Recognized** paid holidays shall be as follows:

New Year's Day (to be observed on January 1st)
 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 1st)
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day (to be observed on November 11th)
 Christmas Day (to be observed on December 25th)
 Boxing Day (to be observed on December 26th).

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.

G-3 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 transfers 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.

- G-4 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), (c), 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 Articles M-6 and M-8(d).

ARTICLE H – VACATION (EARNED LEAVE)

- H-I (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 unpaid vacation time off equivalent to the vacation entitlement of full-time Nurses based on equivalent years of service, calculated pursuant to the formula set out in Article 16.03 of the Central Agreement.

Part-time Nurses will receive their vacation pay by separate deposit on June 1st in each calendar year.

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

- 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) Each unit will post the tentative vacation schedule for the following year by January 15th. This schedule will remain posted for a period of six (6)

weeks, to allow the Nurses to **temporarily** slot in their vacation requests. The **finalized** and approved vacation schedule will be posted no later than April 15th. Vacations **requested** for the month of May will be approved by March 15th.

- (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 October 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 layoff.

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 dates. 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 (a) 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.

- (b) 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 Bargaining Unit President 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 Form 7 (Employers Report of Accidental Injury or Industrial Disease), or the Employers 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:

- (a) Once a claim is established with, and approved by the Workplace Safety & Insurance Board (**WSIB**), it will be monitored by the Hospital.
- (b) 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 workers job (unless it has been done for another case) and forwarded to the treating physician(s) and the Bargaining Unit President along with a request to consider the worker as a candidate for modified work.

- (c) 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 Bargaining Unit 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.
- (d) 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 Bargaining Unit President, or her Designate.
- (e) It is understood that the Bargaining Unit President or her Designate will accompany the worker to any meetings.
- (f) 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.
- (g) The injured worker will receive full wages and benefits while on the Program.
- (h) 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 the Manager.

ARTICLE M – EXTENDED TOURS

- M-I (a) Extended tours shall be introduced into any unit when:
- i) seventy percent (70%) of the Nurses in the unit so indicate by secret ballot, and
 - ii) 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 percent (70%) continuing support.

- (b) Extended tours may be discontinued in any unit when,
- i) seventy percent (70%) of the Nurses in the unit so indicate by secret ballot, or
 - ii) the Hospital serves notice of its desire to discontinue extended tours 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.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above,
- i) 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
 - ii) 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 (a) 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 (i.e., 225 hours in a 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.

(b) 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 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 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 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. This provision is only applicable to part-time Nurses scheduled to work every second (2nd) weekend.

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 off 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 (19 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.

Where individual Nurses on extended tour units wish to convert their schedule to an eight (8) hour rotation for Christmas Day (December 25th) and/or New Year's Day (January 1st), they are to submit their request, in writing, to their Unit Manager no later than October 1st of each year.

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-I 1 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 off 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 prepaid leave who elect to transfer to another unit cannot displace any individual in that unit who also has a previously approved prepaid 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 each Bargaining Unit President, a leave of absence without pay shall be granted to each Bargaining Unit President for one (1) calendar day each month.

N-4 The Hospital will hold meetings requiring the attendance of the Bargaining Unit President, Grievance **Officer**, or Designates, during their regularly scheduled day shifts. Where this is not possible, the Hospital agrees to pay the Bargaining Unit President, Grievance Officer, or Designates, at their straight time hourly rate for attendance at such meetings. When required to attend meetings during her/his scheduled shift and the meeting is scheduled to last more than three (3) hours, the Hospital will adequately replace the Bargaining Unit President, Grievance **Officer**, or Designates, on his/her unit.

ARTICLE 0 -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 Subject to Article 20.01 of the Central Hospital Collective Agreement, job-sharing requests with regard to full-time positions shall be considered on an individual basis.
- 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 (a) 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.
- (b) 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-Shareer may exchange shifts with her partner, as well as with other Nurses, as provided by the Collective Agreement.
- O-9 The Job-Shareers 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 Agreements:

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

(a) Discontinuation

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-I

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 dollars (\$5.00) round trip or reimbursed for cab fare.

All other **authorized** travel will be paid at the rate of thirty cents (~~30¢~~) 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 to be 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:

WINDSOR REGIONAL HOSPITAL
(Western Campus/Malden Park Continuing Care Centre/Metropolitan Campus)
(Hereinafter referred to as "the Hospital")

AND:

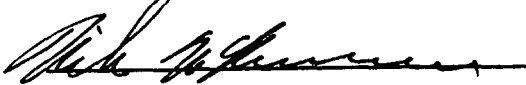
ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as "the Union")

RE: MASTER SCHEDULES

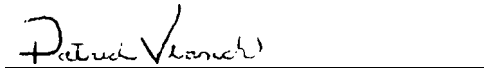
1. During the course of negotiations for the renewal of the Local Issues Appendix of the Collective Agreement, the Hospital reaffirmed that it is not the Hospital's intention to alter existing master schedules on a long term basis. Where such a need arises, the Hospital will meet to discuss such alteration with the Union and the Nurse(s) on the unit involved in advance.
2. 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.

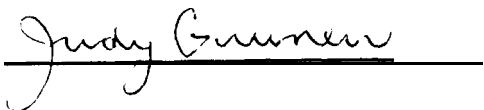
DATED at Windsor, Ontario this 15th day of December, 2000.

FOR THE HOSPITAL:









FOR THE UNION:


Labour Relations Officer



LETTER OF UNDERSTANDING

BETWEEN:

WINDSOR REGIONAL HOSPITAL
(Western Campus/Malden Park Continuing Care Centre/Metropolitan Campus)
 (Hereinafter referred to as "the Hospital")

AND:

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

RE: VARIATIONS TO NORMAL TOURS OF DUTY PURSUANT TO ARTICLE F-4(A) OF THE COLLECTIVE AGREEMENT

The parties agree that the following is a list of tours, which are a variation from the normal tours identified in Article **F-4(a)**:

<u>Unit (Campus)</u>	<u>Variation</u>
Medical Day Care	0700 – 1500 (Days)
Operating Room	0900 – 1700 (Days) 0800 – 1600 (Days)
PACU	0630 – 1430 (Days) 0800 – 1600 (Days) 0900 – 1700 (Days) 1000 – 1800 (Days)
Ambulatory Care	0630 – 1430 (Days) 0730 – 1530 (Days) 0800 – 1600 (Days) 0830 – 1630 (Days) 0900 – 1700 (Days) 0800 – 1200 (Days) 0800 – 1300 (Days) 0900 – 1300 (Days) 1200 – 1600 (Days) 0830 – 1330 (Days) 0930 – 1430 (Days)
Inpatient Rehab Unit – T 2 West	0730 – 1530 (Days) 1530 – 2330 (Evenings) 2300 – 0730 (Nights)
HIV Care	0900 – 1700 (Days) 1000 – 1800 (Days) 1100 – 1900 (Days)

HIV Care – Anonymous Testing	0900 – 1700 (Days) 1100 – 1900 (Days)
Critical Care	0700 – 1900 (Days) 1900 – 0700 (Nights)
Emergency	0700 – 1900 (Days) 1100 – 2300 (Evenings) 1900 – 0700 (Nights)
Women’s Health Clinic	0800 – 1600 (Days) 1100 – 1900 (Evenings) 1200 – 2000 (Evenings)
Day Surgery	0630 – 1430 (Days) 1000 – 1800 (Days) 1200 – 2000 (Evenings) 1300 – 2100 (Evenings)
Rehab – T 2 East	0730 – 1530 (Days) 1530 – 2330 (Evenings) 2330 – 0730 (Nights)
Education	0800 – 1600 (Days)
Geriatric Assessment Program	0800 – 1600 (Days)
Health Office	0800 – 1600 (Days)
3 East – Labour & Delivery	1100 – 2300 (Evenings)
Dufferin Place	
Day Hospital	0800 – 1600 (Days)
Adult Day Care	0830 – 1630 (Days)
Grace Site Campus	
Pre-Admit Clinic	0830 – 1630 (Days)
Maternal/Newborn Clinic	0900 – 1700 (Days)
Perinatal Clinic	1000 – 1300 (Days)
Labour & Delivery	1100 – 1900 (Evenings)

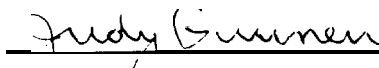
DATED at Windsor, Ontario this 15th day of December, 2000.

FOR THE HOSPITAL:






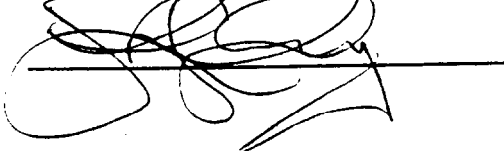




FOR THE UNION:



Labour Relations Officer



LETTER OF UNDERSTANDING

BETWEEN:

WINDSOR REGIONAL HOSPITAL
(Western Campus/Malden Park Continuing Care Centre/Metropolitan Campus)
 (Hereinafter referred to as "the Hospital")

AND:

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

RE: PROCESS/PROCEDURES FOR STAFF REDUCTIONS, LAYOFFS, AND DISPLACEMENTS UNDER ARTICLE 10.07 OF THE COLLECTIVE AGREEMENT

The parties agree to the following process/procedures when dealing with all staff reductions/layoffs/displacements under the Collective Agreement:

1. (a) The Hospital will set up a meeting with the Union to provide no less than the required amount of notice identified in Article 10.07 of the central portion of the Collective Agreement.
 - (b) At the meeting, any and all information related to the staff reductions of the unit(s) will be provided to the Union pursuant to Article 10.07(e) of the Collective Agreement. In addition, the Hospital will provide the Union with the following:
 - The current unit staffing list in order of seniority.
 - The names of all Nurses on LOA's, WSIB, LTD, MLOA's, Sick Leave, etc.
 - An up-to-date listing – of all vacant FT and PT bargaining unit positions;
 - of all temporary FT and PT vacancies available;
 - of all probationary Nurses;
 - of all Nurses in temporary positions.
 - (c) It is agreed by the parties that at the time of the notice under (a) above, the seniority lists for both full-time and part-time Nurses will be updated and frozen to the date of the notice or the end of the previous pay period, such date to be set at the time of notice of the staff reductions. The revised seniority lists will be provided to the Union as well as to the units of the Hospital so that appropriate choices can be made by those Nurses affected by the unit changes.
2. (a) Prior to identifying the names of Nurses affected by the staff reductions on any unit(s), the Hospital will offer Nurses on the affected unit(s) the option of applying for early retirement and voluntary exit options available under the Windsor-Essex County Hospital Human Resource Plan dated May 5, 1995. Where Nurses accept options under the Plan, these vacancies will be applied to the total reductions on the unit(s).
 - (b) The parties agree that any and all LTD, WSIB, MLOA, or Sick Leave vacancies will not be filled on any unit where staff reductions are to take place. These

positions will be used to **minimize** the reductions/displacements/layoffs on a unit until such time as the individual whose position is temporarily vacant returns to her/his position. At that time any further displacements will be identified and processed according to this document. This Agreement does not preclude the Hospital from filling temporary vacancies on units not experiencing staff reductions according to the terms of the Collective Agreement.

3. (a) At the meeting referenced under item 1 above, and after compliance with item 2 above, the parties will identify from the units' staff lists the names of the Nurses to be affected by the staff reduction. At this time a unit staff meeting will be set up as soon as possible with the Unit Manager and Union representation, to review the staff reductions.
- (b) Once the unit staff meeting has been scheduled, the parties will set up the time frame to be **utilized** in dealing with the displacement process. Such time frame is to include the following:
 - The **exact** date the letters will be given to all Nurses affected by the **staff** reductions of the unit(s).
 - The date(s) of the meeting(s) to meet with the individual Nurses **affected** to identify their choices.
 - The end date for completion of the displacement/layoff process.
 - For those Nurses receiving a **layoff** notice, the date they **can** expect to receive their record of employment from the Hospital.
 - Notwithstanding any of the time **frames set out above**, the whole process for the displacements/layoffs will not extend beyond a thirty (**30**) day time frame.
4. At the joint unit staff meeting, the unit **staff** will be provided with all of the information that has been provided to the Union and as well, will be informed of the following:
 - **That** the staff reductions will be done on the basis of seniority.
 - That **each** Nurse affected will be provided with a letter from the Human **Resources** Department identifying that they **have** entitlements under Article **10.08 (2)(b)** of the Collective Agreement and Article 5 of the Windsor-Essex County Hospital Human Resource Plan dated May **5, 1995**.
 - That the letter provided to each Nurse will indicate that the Nurse is expected to **familiarize** herself/himself with the seniority list to identify which areas her/his seniority and qualifications (subject to Article **8.04** of the Collective Agreement and Article 7 of the Merger Agreement) will permit them to displace to.
 - That the letter will also inform them that they will be contacted in the near future by the Human Resources Department to meet with a representative of Human Resources and the Union to review their entitlements and to identify their choice.
 - It is to be made very clear to all Nurses at the staff meeting that their choice will be made at the meeting with the representative of Human Resources and the Union. Where a Nurse refuses to make any choice once her entitlements have been outlined to her/him, a choice will be made for her/him. Failure of a Nurse to

make a choice will result in the Nurse being assigned to a permanent or temporary vacancy within their classification. Where no permanent or temporary vacancy exists within their classification, a displacement choice will be made for the Nurse, Failure of the Nurse to make a choice will not stall the displacement/layoff process.

- It will also be made very clear to all Nurses that once they have made their choice it will not be changed.
 - Following the meeting with the Human Resources Representative and the Union Representative, the Nurse will receive a letter as soon as possible identifying the person she/he has displaced, the position she has displaced to, and the date she will commence working in the new position. Where a Nurse has chosen a vacant position, or a temporary vacancy, the letter will identify the position, the date she/he will commence working in the new or temporary position, and the date the position will cease for any temporary vacancy.
5. All Nurses displaced in the “chain bumping” process will receive similar letters and information as identified in item 4 above.
 6. (a) The Hospital and the Union will formulate full-time and part-time displacement lists to be used during the layoff and displacement process. This list will show the names of the Nurses affected by the initial layoff notice and will list the Nurses according to their bargaining unit seniority.
 - (b) As Nurses are displaced through the “chain bumping” process, their names will be slotted into the list according to their seniority.
 - (c) At the completion of the displacement process, a **finalized** list will be provided to the Union identifying all Nurses by seniority who were affected by the displacement process, the position they displaced to, and the end date for any temporary positions, and any changes to a Nurse’s status (full-time/part-time).
 7. The displacement/layoff process will continue, working from the most senior Nurse on the list as it is revised per item 6 above, until all Nurses affected have met with the Hospital and the Union to make their choice and all displacements are completed.
 8. The parties agree that all postings will continue according to the Collective Agreement subject only to Article 1 **0.08(2)(c)(ii)** and the following:
 - Where a new or vacant position, which would normally be posted under Article **10.06(a)** of the Collective Agreement, becomes available on any unit which has suffered staff reductions and layoff/displacements as identified under Article **10.07** and **10.08**, such new or vacant position is not required to be posted so long as the vacancy occurs within six **(6)** months of the layoff/displacement.
 - The vacant or new position is to be offered to the most senior Nurse displaced (full-time to full-time, regular part-time to regular part-time) from that unit. Where the Nurse chooses not to return to her/his former unit, it is then offered on the basis of seniority until all those Nurses displaced within the six **(6)** month time frame have had an opportunity to return to their former unit.
 - Nurses who decline the opportunity to return to their former units will not be offered any further opportunities to return to their former units within the six **(6)** month time frame.

All new or vacant positions outside the six (6) month time frame, and all new or vacant positions on units where staff reductions/displacements/layoffs have not occurred, are to be posted according to Article 10.06 (a).

9. Where circumstances occur which result in a positive change to the staffing reductions and/or displacements identified in items 1, 2, and 3 above, the following process will be followed:

- The Hospital will notify the Union of the changes to the initial information received and will provide the Union with a list of those Nurses who would no longer be in a displacement/layoff situation.
- All Nurses affected by the change who have not yet moved to their new positions will have their notice of displacement/layoff rescinded. As well all Nurses affected by the "chain bumping" process of that Nurse's displacement will have their notice of layoff/displacement rescinded.
- Nurses who have moved to their new position will be given the opportunity to return to their former unit pursuant to Article 10.08(2)(c)(ii) and item #8 above.
- Where a Nurse who has been displaced declines the opportunity to return to her/his former unit, the Hospital will proceed to offer all Nurses displaced from that unit the opportunity to return to their former unit on the basis of seniority.
- All lists generated under item 6 above will be amended to reflect the above changes.

10. The parties agree that any changes which occur in the process under item 9 above, will not result in any other displacement/layoff process changes except for those identified in item 9 above, unless those changes result in the recall of Nurses who have been laid off from any employment within the bargaining unit. The parties will not be required to redo those displacements, which have already been **finalized** and are not directly related to the changes identified in item 9 above.


11. The aforementioned process/procedures will be followed by both parties and are subject to change only with the negotiation and consent of both parties. Notwithstanding the above, this document will expire effective December 31, 1999 unless extended by the parties.


DATED at Windsor, Ontario this 15th day of December, 2000.

FOR THE HOSPITAL:









FOR THE UNION:


Labour Relations Officer



LETTER OF UNDERSTANDING

BETWEEN:

WINDSOR REGIONAL HOSPITAL
(Western Campus/Malden Park Continuing Care Centre/Metropolitan Campus)
(Hereinafter referred to as "the Hospital")

AND:

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

RE: SCHEDULING TASK FORCE

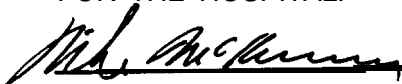
A task force comprised of four (4) members of the Hospital and four (4) members of **ONA** will meet, as **agreed**, to conduct a fact finding surrounding scheduling issues that currently exist within the parties' Collective Agreement.

This fact finding will focus on current scheduling patterns that occur across the Hospital's campuses. The task force shall conclude its fact finding by no later than **March 31, 2001**.


The task force will report their findings to each parties' Negotiating Committee. The report of the task force will be discussed by the parties at the next round of Collective Agreement bargaining.

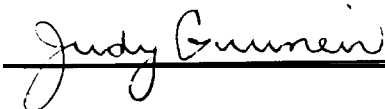
DATED at Windsor, Ontario this 15th day of December, 2000.

FOR THE HOSPITAL:









FOR THE UNION:



Labour Relations Officer



LETTER OF UNDERSTANDING

BETWEEN:

WINDSOR REGIONAL HOSPITAL
(Western Campus/Malden Park Continuing Care Centre/Metropolitan Campus)
(Hereinafter referred to as "the Hospital")

AND:

ONTARIO NURSES' ASSOCIATION
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RE: MALDEN PARK CONTINUING CARE CENTRE

The following weekend provisions will apply to Regular Part-time Nurses working in the **Malden** Park Continuing Care Centre only:

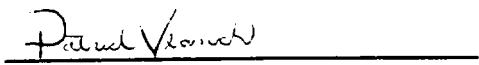
1. Regular **Part-time** Nurses will receive a minimum of two (2) weekends off in each four (4) week period.
2. The Hospital will endeavour to grant each Regular Part-time Nurse one (1) weekend off in two (2). The parties agree that this may not be possible during periods of scheduled vacation.
3. A Regular **Part-time Nurse** will receive premium pay for all hours worked on a third (3rd) **consecutive** weekend until a weekend off is received, save and except:
 - (a) such weekend has been worked by the Nurse to satisfy specific days off requested by the Nurse; or
 - (b) such Nurse has requested weekend work; or
 - (c) such weekend is worked as a result of an exchange of shifts with another Nurse.

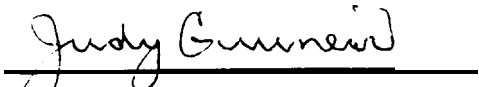
DATED at Windsor, Ontario this 15th day of December, 2000.

FOR THE HOSPITAL:









FOR THE UNION:



Labour Relations Officer



LETTER OF UNDERSTANDING

BETWEEN:

WINDSOR REGIONAL HOSPITAL
(Western Campus/Malden Park Continuing Care Centre/Metropolitan Campus)
(Hereinafter referred to as "the Hospital")

AND:


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

RE: SPECIAL CIRCUMSTANCE SCHEDULE ARRANGEMENTS

Any individual special circumstance schedule arrangement will be discussed and agreed to by the individual Employee, the Union bargaining agent, and the Employer Representative in accordance with Article 13.05 of the Central Hospital Agreement.

DATED at Windsor, Ontario this 15th day of December, 2000.

FOR THE HOSPITAL:



Sue Baxter

Patricia Vanden

Judy Gunn

FOR THE UNION:



Labour Relations Officer



