

COLLECTIVE AGREEMENT

between

HUMBER RIVER REGIONAL HOSPITAL
(Hereinafter referred to as the "Employer")

- and -

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

Expiry: March 31, 2001

675723 (C 8)

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LOCAL ISSUES

Between:

**HUMBER RIVER REGIONAL HOSPITAL
(hereinafter referred to as the "Employer")**

And:

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

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APPENDIX 3 - SALARY SCHEDULE

Registered Nurse
Temporary/Provisional Registered Nurse

	Effective Apr 1/98		Effective Apr 1/99		Effective Apr 1/00	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
START	18.67	3033.88	19.04	3094.00	deleted	
1 YEAR	19.60	3185.00	20.00	3250.00	20.50	3331.25
2 YEARS	20.38	3311.75	20.79	3378.38	21.31	3462.88
3 YEARS	21.45	3485.63	21.88	3555.50	22.43	3644.88
4 YEARS	22.51	3657.88	22.96	3731.00	23.54	3825.25
5 YEARS	23.58	3831.75	24.05	3908.13	24.66	4007.25
6 YEARS	24.92	4049.50	25.42	4130.75	26.05	4233.13
7 YEARS	26.24	4264.00	26.77	4350.13	27.44	4459.00
8 YEARS	27.58	4481.75	28.13	4571.13	28.84	4686.50
9 YEARS	28.93	4701.13	29.51	4795.38	30.24	4914.00

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Nurse Clinician

	Apr 1/98		Apr 1/99		Apr 1/00	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Start	21.47	3488.88	21.90	3558.75	22.45	3647.80
1 Year	22.52	3659.50	22.97	3732.63	23.55	3826.23
2 Years	23.57	3830.13	24.04	3907.15	24.65	4004.81
3 Years	24.62	4000.75	25.12	4081.19	25.74	4183.24
4 Years	25.67	4171.38	26.19	4255.39	26.84	4361.83
5 Years	26.72	4342.00	27.26	4429.43	27.94	4540.09
6 Years	27.78	4514.25	28.33	4603.63	29.04	4718.68
7 Years	28.83	4684.88	29.40	4777.83	30.14	4897.26
8 Years	29.88	4855.50	30.47	4951.86	31.24	5075.69
9 Years	31.01	5038.80	31.63	5139.55	32.42	5268.09

Graduate Nurse

	Apr 1/98		Apr 1/99		Apr 1/00	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Start	17.36	2821.00	17.71	2877.88	18.16	2951.00
1 Year	18.59	3020.88	18.97	3082.63	19.44	3159.00
2 Years	19.34	3142.75	19.73	3206.13	20.22	3285.75
3 Years	20.37	3310.13	20.78	3376.75	21.30	3461.25
4 Years	21.37	3472.63	21.79	3540.88	22.35	3631.88
5 Years	22.43	3644.88	22.87	3716.38	23.45	3810.63
6 Years	23.52	3822.00	23.99	3898.38	24.59	3995.88
7 Years	24.58	3994.25	25.07	4073.88	25.70	4176.25
8 Years	N/A	N/A	N/A	N/A	N/A	N/A
9 Years	N/A	N/A	N/A	N/A	N/A	N/A

Senior Diabetic Education & Infection Control Practitioner

	Apr 1/98		Apr 1/99		Apr 1/00	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Start	20.13	3271.13	20.53	3336.13	21.04	3419.00
1 Year	21.50	3493.75	21.94	3565.25	22.48	3653.00
2 Years	22.64	3679.00	23.10	3753.75	23.68	3848.00
3 Years	24.08	3913.00	24.56	3991.00	25.18	4091.75
4 Years	25.50	4143.75	26.01	4226.63	26.67	4333.88
5 Years	26.90	4371.25	27.44	4459.00	28.14	4572.75
6 Years	28.24	4589.00	28.80	4680.00	29.52	4797.00
7 Years	29.48	4790.50	30.08	4888.00	30.83	5009.88
8 Years	N/A	N/A	N/A	N/A	N/A	N/A
9 Years	N/A	N/A	N/A	N/A	N/A	N/A

Diabetic Educator

	Apr 1/98		Apr 1/99		Apr 1/00	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Start	N/A	N/A	N/A	N/A	deleted	Deleted
1 Year	19.06	3097.25	19.45	3160.63	19.93	3238.63
2 Years	20.30	3298.75	20.72	3367.00	21.24	3451.50
3 Years	21.38	3474.25	21.81	3544.13	22.36	3633.50
4 Years	22.67	3683.88	23.13	3758.63	23.71	3852.88
5 Years	23.94	3890.25	24.41	3966.63	25.03	4067.38
6 Years	25.23	4099.88	25.75	4184.38	26.39	4288.38
7 Years	26.71	4340.38	27.24	4426.50	27.92	4537.00
8 Years	27.90	4533.75	28.47	4626.38	29.19	4743.38
9 Years	29.34	4767.75	29.93	4863.63	30.66	4982.25

APPENDIX 4 - SUPERIOR CONDITIONS

Church Site

SICK LEAVE PROVISIONS

From the previous Collective Agreement respecting Refund of Earned Sick Leave Credits.

15.07 An employee who leaves the employ of the Employer for any reason after five (5) years of continuous employment but less than ten (10) years of continuous employment shall be entitled to a refund of twenty-five percent (25%) accumulated sick leave credits up to a maximum of thirty-six (36) days.

An employee who leaves the employ of the Employer for any reason after ten (10) years of continuous employment, shall be entitled to a refund of fifty percent (50%) of accumulated sick leave credits, up to a maximum of forty-five (45) days.

Keele Site

Education Allowance - refer to Article 19.09

17.04 Educational Increments

Salary recognition for additional preparation, the skills of which are utilized directly in the classification and employment of the nurse will be provided as follows:

- (a) Approved course with respect to the specialty in which the nurse is employed.
up to \$15.00
- (b) University certificate or diploma in Nursing
up to \$40.00
- (c) Baccalaureate Degree in Nursing
up to \$80.00
- (d) Master's Degree in Nursing
up to \$120.00

Reference to 12.02 and 12.03

(ARTICLE 16 - SICK LEAVE PLAN - 1978-80 Collective Agreement)

Sick Leave Defined:

- 16.01 Sick leave means the period of time an employee is permitted to be absent from work because of illness for which compensation is not payable under the Worker's Compensation Act.
- 16.02 Sick leave shall be granted on the basis of one and one-half (1½) days for every completed month of service. Upon appointment to the permanent staff, Sick Leave credits will be made retroactive to the initial date of employment.
- 16.03 All unused sick leave may be accumulated to the credit of an employee up to a maximum of one hundred and thirty-eight (138) days.
- 16.04 An employee, in all cases of absence due to illness, may be required to produce a medical certificate signed by a duly qualified medical practitioner and satisfactory to the Employer. Such a medical certificate must be presented prior to a return of work in cases of absence of three (3) or more days.
- 16.05 In order to qualify for sick leave, an employee must notify her supervisor, as soon as possible, and, in the case of evening and night shift, at least three (3) hours prior to the beginning of the regular shift.
- 16.06 Sick leave will not be paid in cases where the absence is caused by an injury compensable under the provisions of the Workers' Compensation Act.
- 16.07 Sick leave records will be maintained and shall be available upon reasonable request to the Director of Nursing.
- 16.08 Employees returning to duty following a sick leave must so advise the Employer not less than twelve (12) hours in advance that they intend to return, in the case of day shift, and not less than four (4) hours in advance in the case of evening or night shift.
- 16.09 In the event that an employee fails to give such notice, then the Employer may defer the date of return for a period of twenty-four (24) hours. Such deferred time shall be without pay.
- 16.10 An employee who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided her employment with the Employer has remained unbroken since the time of full-time service.

Keele SiteEARNED LEAVE (Holidays)

Refer Article 14.01 "note" and Article K from the 1978-80 Collective Agreement.

14.01 (a) The following holidays shall be observed and defined as designated holidays:

- | | |
|----------------|---------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| Civic Holiday | Employee's Birthday |

(b) Effective in 1980 and subsequent years the following holiday shall be observed and defined as a designated holiday:

2nd Monday in February (or Heritage Day when proclaimed).

14.02 To qualify for a holiday the employee must:

- i) Have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday.
- ii) Work on her regular tour of duty immediately preceding and following the holiday, unless absent for a reason satisfactory to the Employer.

14.03 A part-time employee who is qualified shall receive holiday pay on those holidays listed in Article 14.01.

14.04 If a part-time employee works on a designated holiday, whether or not she qualifies for holiday pay, she shall be paid at time and one-half her regular straight time hourly rate for all hours worked on such holiday. Where she is required to work additional hours following her full tour on that day (but not including hours of a subsequent regularly scheduled tour for such employee whether or not she qualifies for holiday pay, she shall receive two times her regular straight time hourly rate for such additional hours worked.

14.06 A part-time employee who is required to standby on a designated holiday shall be paid standby pay in accordance with Article 12.05, call back pay as provided in Article 12.04 (e) in the event she is called back to work and, in addition, if she qualifies under the provisions of Article 14.02 (above), she shall receive holiday pay.

APPENDIX 5ARTICLE A – RECOGNITION

- A.1 The Employer **recognizes** the Union as the exclusive bargaining agent of all Registered and Temporary/Provisional Registered Nurses employed in a nursing capacity by the Employer, save and except Program Manager, and persons above the rank of Program Manager.
- A.2 “Immediate supervisor” when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT FUNCTIONS

- B.1 The Union **recognizes** that the management of the Hospital and the direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
1. Maintain order, discipline and efficiency;
 2. Hire, direct, classify, transfer, retire, promote, demote, assign nurses to shifts, recall, assign nurses to areas, layoff, discharge, suspend and discipline nurses for just cause, provided that a claim that a nurse has been unjustly discharged, suspended or disciplined, may be the subject of a grievance and dealt with in accordance with the grievance procedure;
 3. Determine in the interest of efficient operation , the hours of work, work assignments, methods of doing the work and the working establishment of the service;
 4. Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.
 5. Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees and the regulations to be observed by the employees shall not be inconsistent with the provisions of this Agreement.
- B.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C – REPRESENTATION

C.1 Union Representatives

The Union will appoint and the Employer will recognize thirty (30) Union Representatives from the three sites. The Union will notify the Manager, Human Resources in writing in January and throughout the year as may be necessary of the names of the representatives. The parties agree that the number of representatives will reduce to twenty-four (24) six (6) months after the closure of a site.

C.2 Negotiating Committee

The Union's Negotiating Committee shall be comprised of six (6) representatives with no more than two (2) representatives from any one patient care area per site. Should the staffing requirements of the patient care area prevent any of these representatives from attending, the Employer will discuss the reasons with the Union.

C.3 Grievance Committee

The Union's Grievance Committee shall be comprised of six (6) representatives with no more than two (2) representatives from any one patient care area per site.

It is understood that no more than three (3) members will be present at any grievance meeting with no more than two (2) representatives from any one area per site. Should the staffing requirements of the patient care area prevent any of these representatives from attending, the Employer will discuss the reasons with the Union.

C.4 Hospital-Association Committee

The Hospital Association Committee shall be composed of three (3) representatives from each party or such other number as may be agreed upon by the parties. Each party may have alternates to replace a member from time to time.

C.5 Fiscal Advisory Committee

In keeping with the legislated requirement, there shall be a Fiscal Advisory Committee and the local Union shall elect one (1) representative from each site.

C.6 Association Interview

The Association interview shall be scheduled for newly hired nurses during the orientation period.

ARTICLE D - SENIORITY LISTS

D.1 Seniority lists will be posted and filed with the Union in January and July of each year.

- D.2 The Employer agrees to provide an up to date seniority list whenever a long term layoff is planned.
- D.3 Seniority lists will contain the employee name, seniority date or hours, site of employment and patient care area.
- D.4 The seniority list will list date of hire.

ARTICLE E - LEAVES OF ABSENCE

E.1 The cumulative total leave of absence for Union business shall be one hundred and fifty (150) days (including both full-time and part-time nurses) during the calendar year subject to the following conditions:

- (a) The Union will notify the Hospital, in writing, at least two (2) weeks in advance, where possible, of the requested leave. However, the Union will endeavour to give more than 2 weeks' notice, where possible.
- (b) No more than two (2) nurses shall be absent from one area per site at the same time.
- (c) The granting of leave shall be subject to the staffing requirements of the Hospital. The Hospital shall not be unreasonable in denying a request on this basis.

E.2 Prepaid Leave Plan

A total of twenty (20) employees may participate in the Prepaid Leave program each year.

ARTICLE F - HOURS OF WORK

- F.1 Schedules shall be posted at least three (3) weeks in advance covering a six (6) week period. Requests for specific days off are to be submitted in writing at least three (3) weeks in advance of the posting. Requests for changes to the posted schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tours of duty. Such requests shall not be unreasonably denied. It is understood that no premium pay shall result from an approved exchange of tours of duty.
- F.2
- (a) The Employer shall not schedule an employee to work more than seven (7) consecutive days. The Employer shall schedule four (4) days off within each two (2) week period.
 - (b) The regular schedules shall provide for a minimum of twenty (20) hours between the starting time of one (1) scheduled tour and the starting time of the next scheduled tour.
 - (c) At least forty-eight (48) hours off shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule unless otherwise mutually agreed between the employee and her immediate supervisor.

- (d) Split tours will not be scheduled.
 - (e) For scheduling purposes, the Employer agrees that the first shift of the day at the Finch and Church sites is the day shift and that at the Keele site the first shift of the day is the night shift.
- F.3
- (a) A full time employee will be scheduled off every other weekend. Should a full time employee be required to work on a second consecutive and subsequent weekend they shall be paid premium pay in accordance with Article 14.03, save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such weekend is worked as the result of an exchange of shifts with another employee.
 - (b) A regular part-time employee will be scheduled two (2) weekends off in four (4). Should a regular part-time employee be required to work on a third consecutive and subsequent weekend they shall be paid premium pay in accordance with Article 14.03, save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested only weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another employee.
 - (c) When an employee has been absent on a scheduled weekend as a result of a leave of absence, vacation or illness, the employee will not be required to make up that weekend(s).
- F.4 A weekend shall consist of fifty-six (56) hours starting no later than the end of the Friday evening shift and ending no sooner than the beginning of the Monday day shift.
- F.5 The Hospital will consider a request by an employee for permanent afternoon or night arrangements. It is understood that any such arrangement will annually require a minimum of four (4) weeks day shift.
- In scheduling this period eight weeks notice shall be provided to the employee with due consideration being given to the employee's preferred choice of timing.
- Either the employee or the Employer may, with good reason, discontinue the permanent shift arrangement.
- F.6 The Employer will schedule full-time employees working eight (8) hour tours to work either days and evenings or days and nights. The Employer shall schedule not less than fifty percent (50%) of work to be on the day shift. The employee may not work more than two (2) consecutive weeks of evenings or nights unless mutually agreed upon.

- F.7 The weekend premium provided for in Article 14.14 shall be paid for each hour worked between 2330 hours Friday and 2330 hours Sunday.
- F.8 An employee will be paid premium payment for the eighth (8th) and subsequent consecutive days worked until a day off is scheduled.
- F.9 Where an employee chooses equivalent time off, as provided for in Article 14.09 such time off should be taken within ninety (90) calendar days at a time mutually agreed between the employee and the immediate supervisor. The parties agree that the total number of hours which may be banked are fifty-six point two five (56.25) hours.
- F.10 An employee shall receive at least five (5) consecutive days off over Christmas, December 24, December 25, December 26 or New Years, December 31 and January 1 unless otherwise agreed to in writing between the employee and the immediate supervisor, except in cases where all holidays may be given as they fall.

Employees shall be scheduled to work over the Christmas and New Years period on a rotational basis with the employee's preference and seniority but the employer reserves the right to schedule according to the needs of the Hospital. Where possible the opportunity to have both Christmas and New Years off shall be offered by seniority.

Requests for time off at Christmas/New Years season shall be submitted, in writing, to the immediate supervisor by October 15 and scheduled time off shall be posted by November 15.

The normal scheduling conditions may be waived to accommodate the special scheduling arrangements between December 15 and January 10.

F. 11 Extended Tour Scheduling

Introduction and discontinuation of a compressed work week (extended tour).

- (a) A compressed work week shall be introduced into any unit when:
- i) eighty (80%) percent of the affected nurses in the unit so indicate by secret ballot: and
 - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably, arbitrary manner.
- (b) A compressed work week may be discontinued in any unit when:
- i) eighty (80%) percent of the nurses in the unit so indicate by secret ballot; or
 - ii) the Hospital because of:
 - A.) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,

states its intention to discontinue the compressed work week in the schedule.

- (c) When notice of discontinuation is given by either party in accordance with F.11(b) (above), then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the requests for discontinuation; and
 - ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (d) Nurses on the compressed work week (extended tour) arrangement shall be entitled to forty-five (45) minutes of unpaid meal period.
- (e) Nurses working extended tours will not be scheduled to work more than four (4) consecutive tours (i.e., four (4) extended tours or a combination of extended tours and regular tours.)
- (f) Ten-Hour Tours

The terms and conditions of extended tours apply save and except:

- (a) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes unpaid meal time.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.
- (c) Overtime at the rate of time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all hours in excess of 9.375 paid hours in a 24-hour period, or 75 hours in a two-week period.

F.12

Part-time Scheduling

- (a) i) All available pre-scheduled shifts shall be distributed by seniority up to their commitment among regular part-time employees in each unit over a posted schedule.
- ii) Any regular part-time nurse who has not been scheduled up to their commitment will be called for all shifts until they have been scheduled up to their commitment. Once all regular part-time nurses have worked up to their commitment the Hospital will offer additional work to part-time nurses equitably by seniority.
- iii) When all regular part-time employees have reached their commitment, additional tours will be offered to regular part-time employees by seniority.

- (b) Once the schedule has been posted, and the commitment for regular part-time employees on the unit has been met, the Employer will offer additional tours to regular part-time employees equitably by seniority, prior to offering tours to that unit's casual employees, subject to the following:
- i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Employer;
 - ii) A tour will be deemed to be offered whenever a call is placed;
 - iii) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay; and
- When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Employer are made.
- (c) i) If additional tours remain, they will be offered to qualified regular part-time and casual employees from other units who submit their availability to work additional tours to more than one unit. All such tours will be offered on the basis of seniority.
- ii) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay.
- (d) Requests for specific days off will not be unreasonably denied, however, the scheduling commitment must meet the operational requirements of the unit.

F.13

(a) Regular Part-time Commitment

Regular part-time employees must be available for work on the following basis unless covered by F.5:

- i) To be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement;
- ii) To regularly rotate on at least two (2) shifts and work extended tours as required;
- iii) To work three (3) 11.25 hour tours or five (5) 7.5 hour tours or combination thereof not to exceed 37.5 hours in a pay period.
- iv) To be available to work Christmas or New Years as per F.10;
- v) To be available as required to work fifty (50) percent of the remaining paid holidays except when the department does not work paid holidays; and

- vi) To be available **as** required to work fifty (50) percent of the weekends except when the department does not work weekends.

(b) Casual Part-time Commitment

- i) Casual employees will declare on a bi-weekly basis their availability for work on specified days for the next two (2) week period.
- ii) A casual part-time employee who declares themselves available for work shall notify the Hospital as soon as a change in circumstances become known.

F.14

Standby

1. Scheduled standby assignments will be distributed equitably amongst the employees in any unit **utilizing** standby.
2. Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.
3. A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Employer.
4. Employees scheduled for standby shall be provided with beepers.
5. Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the employee.
6. When called in from standby a nurse shall not be required to work more than sixteen (16) hours at any time including scheduled time worked.
7. When the employees develop workable standby schedules, they will be implemented – subject to the Employer's approval.

F.15

Tours of less than 7.5 hours.

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.

- F.16 Premium pay for call-ins after the schedule has been posted may be waived by mutual agreement between the nurse and the Employer. Where the nurse is required to work by the Hospital, premium pay will be paid.
- F.17 The Manager will consider changes to and/or the introduction of a Master Schedule submitted by staff providing it meets the department's operational needs and is accepted by 2/3 (i.e. 66.7%) of the staff on the unit.

The Union **recognizes** that it is a Management Right to change the Master Schedule. The Employer will endeavour to provide a minimum of six (6) weeks' notice of any change in the Master Schedule.

ARTICLE G - PAID HOLIDAYS

- G.1 Effective the date of signing of this Agreement, the Employer agrees to **recognize** the following paid holidays:

New Year's Day	Civic Day
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

One (1) Float Day – this day must be celebrated in the period from January to December each year. The selection of this day is to be made at the employee's discretion subject to management's approval. In the event that the provincial government declares an additional holiday during the term of the Collective Agreement, such holiday will be substituted for the above float holiday. Remembrance Day will be replaced by a Float Holiday.

- G.2 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- G.3
- (a) When a full-time employee is scheduled off on a weekend preceded or followed by a paid holiday, the Employer shall, unless otherwise requested, schedule her off the Friday or Monday paid holiday in conjunction with the weekend.
 - (b) When a full-time employee is scheduled to work on a weekend followed or preceded by a paid holiday, the Employer shall, unless otherwise requested, schedule her to work the paid holiday.
 - (c) When a part-time employee is scheduled off on a weekend preceded or followed by a paid holiday, the Employer will endeavour to schedule her off the Friday or Monday paid holiday in conjunction with the weekend.
 - (d) When a part-time employee is scheduled to work on a weekend followed or preceded by a paid holiday, the Employer will endeavour to schedule her to work the paid holiday.

- (e) Any requests by a full-time nurse for time off on a paid holiday that falls in conjunction with a weekend off, will not be unreasonably denied.
- G.4 When a paid holiday occurs within the employee's vacation period, a lieu day will be scheduled off at a time as mutually agreed between the employee and the Employer. (Full-time only).
- G.5 Where an employee is entitled to a lieu day under Articles 15.04 or 15.05 of the Central Agreement, such lieu day must be taken within forty-five (45) days before or forty-five (45) days after the holiday, with mutual agreement between the nurse and her immediate supervisor.

ARTICLE H -VACATIONS

- H.1 For purposes of vacation scheduling and entitlement, the year is June 1 to May 31.
- H.2 Written requests for vacation between June 15 and September 15 shall be made by March 31st and vacation schedules posted by May 1st of each year. All vacation periods will be arranged with the immediate supervisor with consideration being given to the employee's preferences on a seniority basis. The Employer shall not unreasonably deny vacation. Full-time and part-time vacation quotas will be separate.

Vacation requests made by March 31st for any other time will also be included on the schedule posted by May 1st of each year. Such requests will be approved on a seniority basis.

Written requests made at any other time of the year to take vacation will be on a first come first serve basis. The immediate supervisor will respond to the request in writing within two weeks.
- H.3 Prior to leaving on vacation, employees shall be notified of the date and tour on which they are to report for work following vacation if such information is not available on the posted schedule.
- H.4 An employee will be permitted to carry over ten (10) unused vacation days from one year to the next.
- H.5
 - (a) Part-time employees will receive their vacation pay in June of each year.
 - (b) A part-time employee may request in writing to payroll thirty (30) days prior to the commencement of their leave that their payout of vacation pay shall be held until the earlier of the return from their leave or such date as requested by the employee.
 - (c) Part-time nurses may take overtime as lieu time.

ARTICLE I - SICK LEAVE

- I.01 An employee who is unable to work due to sickness must notify her supervisor as soon as possible; in the case of the day shift she shall endeavour to do so at least two (2) hours prior to the beginning of the regular shift and in the case of the evening and night shifts at least four (4) hours prior to the beginning of the regular shift.
- I.02 An employee shall advise the Employer of the approximate length of time required for time off work due to illness and/or disability, and will also notify the Employer of her expected date of return to duty. Any change in the expected dates of return will similarly be notified.
- I.03 Employees will comply with the Hospital's Attendance Management Program. The Employer will not act in an arbitrary or discriminatory manner.

ARTICLE J - MODIFIED WORK

- J.1 (a) The Employer will notify the **Co-ordinator** and President of the Local Nurses' Association of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Employer will notify and meet at a mutually agreeable time with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work. The attendance of the staff representative and the Local Executive shall be with the agreement of the employee. If the Ontario Nurses' Association staff representative is not available to meet, the employee's return to work shall not be delayed. In this circumstance, the Employer and the Union will meet at a mutually agreeable time as soon as possible after the return to work.
- (c) The Employer agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE K - VIOLENCE IN THE WORKPLACE

- K.1 (a) Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of their employment. The Employer agrees that these incidents will not be condoned in the workplace. Any employee who believes their situation was abusive shall report this to their immediate supervisor who will make every reasonable effort to rectify the situation
- (b) The parties agree that if incidents involving an aggressive patient or visitor occurs, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of the employees presented in that forum.

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

- (c) Within three (3) days of being notified that an employee has been assaulted while performing their work, the Occupational Health and Safety Department shall notify the Local Union in writing. The assaulted employee may choose to have their name remain confidential. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.
- (d) **When** an employee, in the exercise of their functions, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the employee.

The employee will endeavour to present their claim to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period.

ARTICLE L -JOB SHARING

It is agreed that a full-time job may be shared by two employees on the following basis:

- L.1 Job Sharing requests with regard to full-time positions shall be considered on an individual basis,
- L.2 Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. An incumbent full-time employee wishing to share her position may do so without having her half of the position posted. However, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- L.3 If one of the job sharers leaves the arrangement her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing in the full-time or another part-time position. If she does not continue full-time, the position must be posted according to the Collective Agreement.
- L.4 All job sharers shall be treated as regular part-time employees and be subject to the provisions of the Collective Agreement except for scheduling which will be in accordance with the full-time scheduling provisions of the Collective Agreement.
- L.5
 - i) Total hours worked by the two job sharers shall be equal to one full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two employees and the immediate supervisor.
 - ii) Job sharers shall not be required to work any tours outside the tours of the full-time position.

- iii) It is expected that **both** job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours which would not result in premium payment.
- iv) Pregnancy Leave and other Leaves pursuant to Article 11 of the Central Agreement:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be discussed with the Unit 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.

- L.6 Each job sharer may exchange shifts with her partner, as well as with other employees in accordance with the Collective Agreement.
- L.7 The job sharers involved will have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Collective Agreement. In the case of an unresolved dispute, the Unit Manager's decision will be final and binding.
- L.8 Either the Employer or the Union shall have the option of cancelling this agreement after providing the other party with sixty (60) days written notice.

ARTICLE M – MISCELLANEOUS

- M.1 (a) The Employer will provide a lockable glass bulletin board at each site for the purpose of posting notices regarding meetings and other Union matters. All such notices must be signed by a member of the Union Executive and a copy provided to the Director of Human Resources. The Employer will provide the Local Union with a key.
- (b) The Employer will supply lab coats and scrub dresses in those areas where the Employer requires employees to wear such clothing.

A substitute uniform will be made readily available to employees in case of accident (i.e., blood stains, **emesis**, etc.).
- (c) Where employees are taking continuing education courses applicable to work, the Employer, in conjunction with the employee, will make reasonable effort to modify the employee's work schedule to accommodate the courses.
- (d) The Employer will maintain a direct deposit banking payroll system. On each pay day, each employee will be provided with an **itemized** statement of her wages, hours, and deductions. Pay day is **bi-weekly**.
- (e) Any regular earnings omitted on a pay cheque in excess of four (4) hour's straight time pay, which is not caused by the employee's error, shall be

paid to the employee within three (3) working days from the time of notification.

- (f) The Employer will provide security escorts to the parking lots at the request of employees working evening or night shifts.
- (g) Parking permits are valid at all sites. During this fiscal year, the parking rate will not exceed the highest current employee rate.
- (h) Copies of job postings will be distributed to the local union at the time of posting.
- (i) The Employer will provide up to six (6) days per month total, with pay for the local Union Executive or their designate(s).
- (j) Full-time nurses may be considered for temporary positions.

Dated at Toronto, Ontario, this 30 day of Dec 2000.

FOR THE EMPLOYER

Cath. Bro

A. Morson

FOR THE UNION

Luigi Celes
Labour Relations Officer

E. Schirone

M. Sumsted

LETTER OF UNDERSTANDING

Between

HUMBER RIVER REGIONAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Human Rights Committee

During the term of this Collective Agreement, the employer commits to establishing a corporate Human Rights Committee and policy.

The ONA representatives to the Committee will be selected by ONA Local. The ONA members of the Human Rights Committee shall be allocated paid time during regularly scheduled hours of work while attending meetings of the Committee or any of its sub-committees.

Dated at Toronto, Ontario, this 30 day of Dec, 2000.

FOR THE EMPLOYER

Cathie Brown

[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between

HUMBER RIVER REGIONAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Work at Multiple Sites

The parties agree as follows:

1. All work for which employees may be scheduled or called in at the alternate sites will be completely voluntary for all employees.
2. Full site specific orientation will be provided to all nurses who express interest in multi-site work.

Dated at Toronto, Ontario, this 30 day of Dec. 2000.

FOR THE EMPLOYER

Cathie Brav

J. Morsan

FOR THE UNION

Leel ceel

Labour Relations Officer

E. Shepstone

M. Gumsden

LETTER OF UNDERSTANDING

Between

HUMBER RIVER REGIONAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: a n d b y

Where a nurse chooses to take equivalent time off as provided for under Article 14.09, it is understood that such equivalent time off will not exceed 56.25 hours of straight time.

For the OR and PACU units only, the 56.25 hours of equivalent time off may be banked for a period longer than 90 days. However, any lieu time not used will be paid out at the end of each fiscal year, unless earned in the 60 days leading up to the end of the fiscal year, in which case it can be carried over to the next fiscal year.

The Hospital will consider any individual request by a nurse in the OR or PACU to bank greater than 56.25 hours. The nurse must supply proof that she/he requested the time off but was denied by their immediate supervisor due to lack of adequate staffing (note: all unused lieu time will still be paid out at the end of the fiscal year).

The parties agree that this is a trial arrangement that will be tabled for review and discussion at the expiry of this Collective Agreement.

Dated at Toronto, Ontario, this 30 day of December.

FOR THE EMPLOYER

Cathie Brown

[Signature]

FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

[Signature]
