

**COLLECTIVE AGREEMENT**

Between:

**NORTHUMBERLAND HILLS HOSPITAL**  
[hereinafter referred to as the "Hospital"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

**EXPIRY: March 31, 2011**

**APPENDIX 3 SALARY SCHEDULE**  
**APPENDIX 4 SUPERIOR CONDITIONS**  
**APPENDIX 5 LOCAL PROVISIONS**  
**to the**  
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**TABLE OF CONTENTS**

APPENDIX “3”..... 1  
    SALARY SCHEDULES..... 1  
APPENDIX “4”..... 3  
    SUPERIOR CONDITIONS ..... 3  
APPENDIX “5”..... 6  
    LOCAL ISSUES ..... 6  
ARTICLE A - RECOGNITION..... 7  
ARTICLE B - MANAGEMENT FUNCTIONS..... 7  
ARTICLE C - ASSOCIATION REPRESENTATION..... 8  
ARTICLE D - SENIORITY AND JOB SECURITY ..... 9  
ARTICLE E - ASSOCIATION ..... 9  
ARTICLE F - HOURS OF WORK..... 9  
ARTICLE G - PAID HOLIDAYS ..... 10  
ARTICLE H - SCHEDULING ..... 10  
ARTICLE I – VACATIONS..... 20  
ARTICLE J – VIOLENCE..... 21  
ARTICLE K - MODIFIED WORK ..... 22  
ARTICLE L – MISCELLANEOUS..... 22  
ARTICLE M– BENEFITS ..... 23  
LETTER OF UNDERSTANDING ..... 26  
    Re: Article I - Vacations..... 26  
    APPENDIX “A” - Vacation Entitlement ..... 27  
LETTERS OF UNDERSTANDING  
    Re: Self Scheduling ..... 28  
        Guidelines for Self Scheduling..... 29  
    Re: Occasional Vacancies..... 31

## APPENDIX "3"

SALARY SCHEDULESNORTHUMBERLAND HILLS HOSPITALRegistered Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.92	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.13	\$35.15
6 Years	\$34.91	\$35.96	\$37.04
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44

Permanent Team Leader

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$29.45	\$30.33	\$31.24
1 Year	\$29.83	\$30.72	\$31.64
2 Years	\$30.26	\$31.17	\$32.11
3 Years	\$31.69	\$32.64	\$33.62
4 Years	\$33.19	\$34.19	\$35.22
5 Years	\$35.00	\$36.05	\$37.13
6 Years	\$36.81	\$37.91	\$39.05
7 Years	\$38.64	\$39.80	\$40.99
8 Years	\$41.42	\$42.66	\$43.94
25 Years	\$42.15	\$43.41	\$44.71

Graduate Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$25.76	\$26.53	\$27.33
1 Year	\$26.15	\$26.93	\$27.74
2 Years	\$26.63	\$27.43	\$28.25
3 Years	\$27.98	\$28.82	\$29.68
4 Years	\$29.35	\$30.23	\$31.14
5 Years	\$31.06	\$31.99	\$32.95
6 Years	\$32.74	\$33.72	\$34.73
7 Years	\$34.41	\$35.44	\$36.50
8 Years	\$36.88	\$37.99	\$39.13
25 Years	\$37.53	\$38.66	\$39.82

**APPENDIX “4”**

**SUPERIOR CONDITIONS**

[See note Article 5]

The Hospital shall deduct from the second [2nd] pay period of each month from the pay due to each employee who is covered by this Agreement, a sum equal to the monthly Association dues of each employee. The Association shall notify the Hospital in writing of any changes in the amount of such dues. The Hospital shall send to the Ontario Nurse' Association monthly, by the fifteenth (15th) of the month following, its cheque for the dues so deducted, along with the list of the names of the employees and the amount of such deduction for each employee. Each list shall show the Social Insurance Number of each employee and all other changes in status which affect dues deductions or the rate of dues deducted.

**EDUCATION ALLOWANCE**

[see Article 19.09]

As of the day of ratification, where the Hospital considers that additional education preparation is required for a job then such preparation shall be paid for according to the following scale:

Special Courses and/or Nursing Unit  
Administration \$15.00 per month

Bachelor of Science Degree (Nursing)      \$80.00 per month

An employee, who is able to make claim for more than one (1) allowance, shall be entitled to the highest allowance only. There is no pyramiding of allowances.

In the calculation of an employee's basic rate of pay, the above additional allowance shall not be taken into account.

Certificate courses in nursing from a Community College will be recognized by the Hospital at the number of hours assigned by the College.

Courses outside a certificate program will be honoured if one hundred and twenty (120) hours of progressive courses have been obtained, with topics on a related concept of an increasing knowledge level, (i.e. not first level OBS, first level Emergency, and first level coronary care, unless the employee works in more than one area).

For example, in the case of obstetrics, it could be made up of several levels of fetal monitoring, newborn care, emergency deliveries, documentation courses etc. All courses must be accredited programs. Employees will be awarded the number of contact hours provided by the teaching company.

The employee is responsible for providing the documentation to qualify for this allowance. The education allowance will be paid annually in December of each year.

For purposes of claims for past related education, the Cobourg employees with the same classifications working in the same units will receive the same allowance if same or similar required education has been obtained.

All claims must be presented within two (2) months of ratification.

Proof of 7.5 hours of education annually is required to maintain this benefit.

No new employee hired after January 31, 1997 is entitled to this education allowance.

(SICK LEAVE PLAN 1978-80 Collective Agreement)

**ARTICLE 15 - SICK LEAVE PROVISIONS**

15.01 Sick Leave Defined

- (a) Sick leave means the period of time a full-time employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under The Workers' Compensation Act.
- (b) The provisions of Hospital paid sick leave wherein provided by Article 15 shall apply only to full-time employees.

15.02 Amount of Sick Leave

Sick leave shall be earned by employees on the basis of one and one-half (1 ½) days for every month of service. While an employee will accrue sick bank benefits during her probationary period, usage of these credits shall be restricted to the period following completion of probation. An employee shall be entitled to an accrual of all the unused portion of sick leave to a maximum of one hundred and thirty-eight (138) days.

15.03 A record of all unused sick leave will be kept by the Hospital. Immediately upon the close of each calendar year, each employee shall receive from the Hospital a statement showing the amount of sick leave accumulated during her accumulated period of employment.

15.04 Employees may receive sick leave benefits for the full term of each illness, from the first [1st] day of each illness.

15.05 An employee having accrued sick leave to her credit shall on severance of employment, be entitled to receive an amount equivalent to fifty percent (50%) of all unused credits, at the rate of pay applicable on severance of employment. Such payment to be made in all instances save and except on discharge for just cause. [Port Hope Only].

15.06 An employee shall be required to produce a certificate from a qualified medical practitioner for any illness certifying that such employee is unable to carry out her duties due to illness providing that the employee was previously notified by the Hospital that in the future when abuse is suspected, the certificate will be required.

- 15.07 Employees absent on account of sickness must, and as soon as possible, notify the Hospital and in particular before the commencement of their working hours, in order to permit the Hospital to obtain a replacement. Employees failing to report as herein provided will be treated as absent without leave unless excused by the Hospital.
- 15.08 Where an employee wrongfully claims sick pay such abuse shall be dealt with by the Hospital.
- 15.09 Employees who are receiving Workers' Compensation Board payments may utilize sick leave credits to make up the difference between their basic rate of pay and the benefits payable by the Workers' Compensation Board.
- 15.10 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 that her employment with the Hospital has remained unbroken since the time of full-time service.
- 15.11 If an employee is sick for less than one-half ( $\frac{1}{2}$ ) day, no deductions shall be made from her accumulated sick leave. If an employee is sick for more than one-half ( $\frac{1}{2}$ ) day but less than one (1) full day, one-half ( $\frac{1}{2}$ ) day shall be deducted from her accumulated sick leave.



**APPENDIX "5"**

**LOCAL ISSUES**

Between:

**NORTHUMBERLAND HILLS HOSPITAL**  
[hereinafter referred to as the "Hospital"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

**APPENDIX 5**

**LOCAL PROVISIONS**

**ARTICLE A - RECOGNITION**

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent of all Registered and Graduate Nurses employed by the Northumberland Hills Hospital, save and except Nurse Managers and those above the rank of Nurse Manager.

**ARTICLE B - MANAGEMENT FUNCTIONS**

- B.1 The Association recognizes that the management of the operations of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and quality patient care;
- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees, provided that a claim of discriminatory promotion, demotion, transfer or layoff, or a claim of discharge, suspension or discipline without just cause, or a violation of the provisions of this agreement may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Determine, in the interest of efficient operation and highest standard of quality patient care and service, job rating or classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
- (d) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (e) Make and enforce and alter from time to time 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.

These rights shall be exercised in a manner consistent with quality patient care and with the provisions of this Agreement.

- B.2 No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representatives which may conflict with the terms of this Agreement.

**ARTICLE C - ASSOCIATION REPRESENTATION**

C.1 Hospital-Association Committee

The composition of the Committee shall consist of five (5) employees and the number of the Hospital's representatives on the Committee shall not exceed the number of Association representatives. Each party may have alternates to replace a member from time to time.

C.2 Negotiating Committee

This Committee shall be composed of five (5) employees.

C.3 Grievance Committee

This Committee shall be composed of three (3) employees.

The Association agrees to representation from different areas.

C.4 Union Representatives

There shall be six (6) union representatives.

The Association agrees to representation from different areas.

C.5 Association Interview

The Association interview as provided for in Article 5.06 shall be scheduled during the orientation period for a period of approximately fifteen (15) minutes.

C.6 Scheduling Committee

The parties will establish a joint scheduling committee composed of four (4) employees and an equal number of representatives from the Hospital. This Committee shall meet as necessary to discuss scheduling issues, at the request of either party. Each party may have alternates to replace members, as required.

The Association agrees to representation from different areas.

C.7 The Employer will pay the Bargaining Unit President one day per quarter at her straight time rate for 7.5 hours. Such days will be pre-scheduled and will be utilized for but not restricted to meeting with the employer and with members.

Should the Bargaining Unit President be required to attend meetings outside this time or outside her scheduled days of work, she shall be paid for such time as per Article 6.

**ARTICLE D - SENIORITY AND JOB SECURITY**

- D.1 Seniority lists will be posted and filed with the Association in January and July of each year.
- D.2 An up-to-date seniority list will be utilized whenever a long-term layoff is taking place. The Local Association will be provided with a copy of this seniority list.

**ARTICLE E - ASSOCIATION**

- E.1 Upon written request to the V.P. Patient Care Services, or designate, leave of absence for Association business will be granted pursuant to the following conditions:
  - (a) Five (5) working days' notice is given to the Hospital;
  - (b) Not more than five (5) employees one of whom will be the President of the Local Association shall be allowed such leave at any one time.
  - (c) Leave of absence for Local Association business shall be given to an aggregate maximum of eighty (80) days.

NOTE: The numbers referred to in #b and #c does not apply to ONA Provincial Committees.

E.2 **Local Coordinator Leave**

The Hospital agrees to grant leaves of absence, without pay, and without loss of seniority, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

**ARTICLE F - HOURS OF WORK**

- F.1 An afternoon or night shift shall be any shift which commences or ends between 1530 and 0730 hours.
- F.2 An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third and additional, if any, consecutive and subsequent weekends, save and except where:
  - (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
  - (b) such employee has requested weekend work, or
  - (c) such weekend is worked as the result of an exchange of shift with another employee.

F.3 There shall be one (1) meal period and two (2) rest periods scheduled during each tour in accordance with the present practice. The duration of these periods as provided for in Article 13.02(b).

**ARTICLE G - PAID HOLIDAYS**

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

New Year's Day	Civic Holiday
Family Day (3 <sup>rd</sup> Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Second Monday in November
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

G.2 A shift that begins or ends during the twenty-four (24) hour period of the above holidays, where the major portion of time worked falls within the holiday, it shall be deemed to be work performed on the holiday for the full period of the shift.

G.3 When an employee is scheduled off on a weekend preceded or followed by a paid holiday, the Hospital shall endeavour to schedule her off the Friday or Monday paid holiday in conjunction with the weekend.

When an employee is scheduled to work on a weekend followed or preceded by a paid holiday, the Hospital shall endeavour to schedule her to work the paid holiday.

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 Hospital.

G.5 When an employee is entitled to a lieu day if any, such day will be scheduled off at a time as mutually agreed between the employee and the Hospital. Employees shall endeavour to utilize full shifts of lieu time prior to March 31 of each year. [Full-Time only]

**ARTICLE H - SCHEDULING**

H.1 An employee shall not be scheduled for more than six (6) consecutive days of work, except when specifically requested by the employee. An employee shall be paid premium rate for the seventh (7th) and subsequent consecutive days of work until a day off is granted.

H.2 (a) Schedules will be posted no less than four (4) weeks in advance, and shall cover a four (4) week period.

Before September 15<sup>th</sup> of each year, the Hospital shall post a notice that requests for time off at Christmas or New Year's period can be recorded on and the schedule of time off shall be posted no later than November 1<sup>st</sup>. Employees who are required to work over Christmas and New Year's shall rotate the holiday they are off from year to year.

Subject to operational requirements an employee with twenty (20) years or more seniority shall be granted the time off at both Christmas and New Year's, if she/he so wishes the time off for Christmas and New Year's described above. Such time off will be granted by seniority.

- (b) The Hospital shall schedule every other weekend off.
- (c) No split shifts.
- (d) An employee will be scheduled off for not less than five (5) consecutive days at either Christmas or New Year's season except in areas which are not normally required to work weekends and statutory holidays.
- (e) Time off at Christmas shall include Christmas Eve, (December 24th), Christmas Day, (December 25th), and Boxing Day (December 26th), and time off at New Year's shall include New Year's Eve (December 31st), New Year's Day (January 1st).
- (f) When an employee is scheduled to work over the Christmas or New Year's period, the Hospital will schedule their time consecutively.
- (g) An employee shall have at least sixteen (16) hours off between scheduled shifts, if not an employee shall be paid premium pay for all hours worked up to the sixteenth (16th) hour unless otherwise mutually agreed.
- (h) For nurses who work a combination of extended and regular tours, when a nurse is scheduled in advance with less than sixteen (16) hours off when transitioning between eleven and a quarter (11.25) and seven and a half (7.5) hour tours such employee will be paid premium pay for all hours worked up to the sixteenth hour as per article H.2 (g).

For tours offered after the schedule has been posted and do not have the required sixteen (16) hours off as per H. 2 (g) and the nurse accepts the additional tour premium pay will not apply.

- (i) An employee who requests permanent afternoon or permanent night shifts shall be granted such request. Where several employees request such permanent placement and it is practicable for the Hospital to honour some but not all requests, then the seniority rule shall apply. The Hospital reserves the right to transfer the employee to ten (10) day shifts annually.
- (j) For scheduling purposes, the standard day shall begin with the Day tour.
- (k) Once the schedule is posted, employees may trade days off or tours provided their requests are signed by both employees and submitted in writing to their manager prior to the requested date.

Whenever a nurse is unable to work a scheduled shift and is unable to trade the shift and the nurse wants to give the shift away, she must find her own replacement and this change must be signed by both employees and submitted to the manager.

- (l) The Hospital will not unreasonably refuse to implement schedules developed by the Scheduling Committee provided that it does not result in additional cost to the Hospital.
- (m) A weekend for the purpose of scheduling shall consist of 56 consecutive hours between 1530 Friday to 0730 Monday unless otherwise agreed between the employee and manager.
- (n) The Summer and Christmas schedules will be provided to the Bargaining Unit President one (1) week in advance of being posted.

Changes to the master rotation must be approved by the Scheduling Committee.

- (o) Forty-eight (48) consecutive hours off shall be scheduled following a night tour. [Full-Time only]
- (p) Not less than fifty percent (50%) of scheduled work shall be on the day tour unless otherwise agreed between the employee and the manager.
- (q) The Hospital will schedule full-time nurses so that they will rotate through either days and evenings or days and nights. Part-time nurses may elect to rotate on all three (3) tours.
- (r) As set out in Article 14.04, the Hospital will pay the employees at changeover in daylight saving time for actual hours worked at straight time on that tour of duty.

### H.3 Part-time Commitment - Nurses

- (a) To work ten (10) calendar months of the year with not more than four (4) weeks of a combination of non-availability/vacation during July and August.
- (b) To work at least two (2) shifts; three (3) if desired. (Days/evenings and nights).
- (c) Regular part-time employees will make themselves available seventy-five (75) hours per four (4) week scheduling period.
- (d) To be available to work Christmas or New Year's on a rotational basis.
- (e) To be available to work fifty percent (50%) of the statutory holidays.
- (f) To be available to work fifty percent (50%) of the weekends.

### H.4 Part-Time Scheduling

- (a) The Employer agrees to schedule regular part-time employees according to their commitment.
- (b) All regular part-time employees shall be pre-scheduled equitably by seniority prior to the time sheet being posted based on availability.

- (c) Where extra tours become available after the posting of the schedule, they will first [1st] be offered on the basis of seniority to regular part-time employees provided that no employee will exceed her or his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
- (d) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time employees on the basis of seniority, based on their availability.
- (e) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.

In cases of employees on layoff the Central Agreement language will be implemented after (c).

## H.5

### Job Sharing

If the Hospital agrees to a job sharing arrangement pursuant to Article 20:01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties.

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) job sharers and the Program Director of the Unit.
- (c) The above schedules shall conform with the scheduling provisions of the Collective Agreement.
- (d) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full time employee would be required to work.
- (e) Each job sharer may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement.
- (f) The employees involved in job sharing are entitled to all the terms of the part time collective agreement except those which are modified as follows:  
  
Schedules will conform with Articles F and H of the Collective Agreement which set out scheduling.
- (g) Total hours worked by the job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour. However, all scheduled tours must be



covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the Program Director in the area concerned. Such permission will not be unreasonably withheld.

- (h) Employees will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be required to work over New Year's and vice versa unless mutually agreed otherwise. Should employees be assigned to work either Christmas or New Year's, they will be expected to work on at least six (6) consecutive days, if required, for normal tours and at least three (3) consecutive days for extended tours, if required. Where both job sharers request to work Christmas or New Year's and a conflict exists, then seniority shall be the deciding factor.

(i) Coverage

- i) 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 Director or designate 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.

ii) Vacation, Maternity 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 exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence she or he must inform the manager of her or his intentions to cover all of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule. If the employee cannot cover for her or his partner, the vacancy will be offered to the most senior regular part time employee.

Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

Implementation

- (j) 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.
- (k) An incumbent full time employee wishing to share her or his position, may do so without having her or his 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.

- (l) If one of the job sharers leaves the arrangement her or his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full time position and be posted as such. The remaining employee will have the option of continuing the full time position or reverting to her or his former position. If she or he does not continue full time, the position must be posted according to the collective agreement.

- (m) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

#### H.6 Tours of Less than 7.5 Hours

- (a) The Hospital will notify the Local Association prior to initiating any tours of less than 7.5 hours. Such tours will be kept to a minimum, and the following language will apply.
- (b) Employees working shifts of five (5) hours or less shall receive a paid fifteen (15) minute break.

Employees working greater than five (5) hours and less than 7.5 hours shall receive in addition to the above, an unpaid thirty (30) minute meal break subject to 13:01.

- (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.

#### H.7 Standby

- (a)
  - i) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
  - ii) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- (b) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.
- (c)
  - i) When a full-time or part-time employee is scheduled for standby on a weekend, they are considered to be working the weekend for the purpose of scheduling. This scheduling practice shall not result in premium pay for consecutive days.

- ii) When a part-time employee is working a combination of weekend tours and standby on the same weekend, they will receive every second [2nd] weekend off.
- (d) Employees scheduled for standby shall be provided with beepers.
- (e) The Hospital will make available appropriate sleeping room, i.e., a lounge for employees scheduled for standby.
- (f) Standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.

## H.8

Extended Tours

- (a) With the approval of the Association, extended tours may be instituted by the Hospital when eighty (80%) percent of the employees in a particular unit have so indicated by secret ballot. Employees not in favour of extended tours shall be fitted into the schedule, based on a normal tour.
- (b) Extended tours may be discontinued at any time after the expiry of the initial trial period by the Hospital or if at least eighty percent (80%) of the full-time employees involved indicate by secret ballot vote that they no longer wish to work extended tours.
- (c) When extended tours are to be implemented they shall be introduced on a trial basis for a period of at least six (6) months.
- (d) An employee shall not be required to work more than three (3) consecutive tours, unless otherwise mutually agreed. An employee shall be paid a premium rate of pay, as per Article 14 of the Central document, for a fourth (4<sup>th</sup>) subsequent and consecutive day of work until a day off is granted.
- (e) Where a combination of extended tours and normal tours exist in the same unit, employees shall be granted a minimum of every second [2nd] weekend off, which shall consist of fifty-six (56) consecutive hours off.
- (f) Employees who work extended tours will have a minimum of every second [2nd] weekend off. Where employees work extended tours on a schedule where they are off every [2nd] second weekend, these weekends off will consist of a minimum of three (3) consecutive days off. Note that for the purposes of the above article, extended tours refer to twelve (12) hour tours only.

An employee working extended tours shall receive premium payment as defined in the Central Agreement for all hours worked on a third and subsequent weekend save and except where:

- i) Such weekend has been worked to satisfy specific days off requested by such employee; or
- ii) Such employee has requested weekend work; or

iii) Such weekend is worked as the result of an exchange of shifts with another employee.

(g) All employees shall receive at least five (5) consecutive days off or more at Christmas or New Year's, except in areas which normally are not scheduled to work on weekends or paid holidays.

Time off at Christmas shall include December 24th, 25th, and 26th. Time off at New Year's shall include December 31st, January 1st, unless otherwise mutually agreed.

Time worked at Christmas shall include December 24th, 25th, and 26th. Time worked at New Year's shall include December 31st, January 1st, unless mutually agreed otherwise.

Before September 15<sup>th</sup> each year, the Hospital shall post a notice that requests for time off at Christmas or New Year's period can be recorded on and the schedule of time off shall be posted no later than November 1st. Employee's who are required to work over the Christmas and New Year's shall rotate their time off from year to year.

(h) Subject to the operational requirements, an employee with twenty (20) years or more seniority shall be granted time off at both Christmas and New Year's if requested as per Article H.2(a) and H.8 (g). Such time off shall be granted by seniority.

(i) An employee who is scheduled to work either Christmas or New Year's shall be permitted to request vacation prior to Christmas in conjunction with Christmas time off or following New Year's in conjunction with New Year's time off. Vacations may be granted between Christmas and New Year's, subject to operational requirements.

(j) A weekend for employees working extended tours must commence no later than 1930 hours on Friday.

(k) Scheduling Objectives

i) It is understood that extended tours are as defined in the Central Collective Agreement.

ii) At least one (1) extended tour off will be scheduled between shifts.

iii) Schedules will be posted no less than four (4) weeks in advance for a four (4) week period. The schedule covering the Christmas and New Year period shall be posted by November 1<sup>st</sup>.

iv) Once the schedule is posted, employees may trade days off or tours provided their requests are signed by both employees and submitted in writing to their manager prior to the requested date.

v) Whenever a nurse is unable to work a scheduled shift and is unable to trade the shift and the nurse wants to give the shift away, she must

find her own replacement and this change must be signed by both employees and submitted to the manager.

- vi) There shall be a minimum of forty-eight (48) consecutive hours off on a tour change from the night tour for full-time employees, unless mutually agreed otherwise.
- vii) The Hospital will not schedule split shifts.
- viii) Employees shall not be required to work more than two (2) shift changes in a seven (7) day period. [Full-Time only]
- ix) An employee working extended tours shall receive premium payment as defined in the Central Agreement for all hours worked on a third [3rd] and subsequent weekend save and except where:
  - A) Such weekend has been worked to satisfy specific days off requested by such employee; or
  - B) Such employee has requested weekend work; or
  - C) Such weekend is worked as the result of an exchange of shifts with another employee.

#### H.9

#### 2D 2N Extended Tour Schedules

- (a) When the Hospital and the Union agree, the 2D 2N extended tour schedule may be instituted when eighty (80%) percent of the full time and regular part time employees who work extended hours on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Unit Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
- (b) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
- (c) At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive must be in attendance.
- (d) The 2D 2N schedule may be discontinued in any unit when:
  - i) eighty (80%) percent of the nurses in a unit so indicate by secret ballot; or
  - ii) the Hospital decides to do so because of:
    - A) adverse effects on patient care, or
    - 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, and states its intention to discontinue the 2D2N extended tours in the schedule;
  - iii) When notice of discontinuance is given by either party in accordance with number (ii) above, then:
    - A) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
    - B) where it is determined that the 2D2N extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended;
  - iv) The Local Association will be informed of the results of the secret ballot within seven (7) days.
  - (e) The scheduling provisions contained in Article H.8 in its entirety are applicable save and except for the following:
    - i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth (5th) consecutive and subsequent day until a day off is scheduled.
    - ii) Once the scheduling template is established and weekends are pre-established any change to a full-time employees' weekend will be paid at premium save an except where:
      - A) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
      - B) Such employee has requested weekend work; or
      - C) Such weekend is worked as the result of an exchange of shifts with another employee.
- The part-time shall follow the current language in Article F.2.
- iii) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year.
  - (f) Any scheduling concerns or issues shall be brought to the attention of the manager and the Hospital Association Committee meeting. Should these issues not be resolved in a timely manner then the matter may be referred to the grievance process in the collective agreement for resolution.

H.10

Either party may discontinue the weekend worker position with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

**ARTICLE I – VACATIONS**

I.1 For purposes of vacation scheduling, the year is the period between anniversaries of an employee's date of hire.

Vacation is earned during the previous year and taken during the present year. [See Letter of Understanding attached]

I.2 An employee will be permitted to hold over any portion of unused vacation entitlement from one year to the next to a maximum of one-half (1/2) her entitlement following written request. Such request will not be unreasonably withheld. In special circumstances, additional hold over will not be unreasonably denied.

I.3 Vacation may begin on any day of the week. An employee shall not request weekend only vacation whereby she will be unavailable for four consecutive weekends or more. Weekend vacation request will not be unreasonably withheld.

I.4 Where practicable an employee may receive her vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Hospital.

I.5 Vacation may be taken as separate days.

I.6 The Hospital will schedule vacations on as equitable a basis as possible. Where a dispute arises as between employees of the same classification requesting the same vacation times and such request cannot be accommodated by the Hospital, then seniority shall apply.

I.7 Vacation preference for vacation during June, July and August will be submitted by the employee to the Manager in writing, by March 15<sup>th</sup>. Once all first [1st] requests have been honoured, additional weeks may be added on a seniority basis. The vacation schedule will be posted by May 15<sup>th</sup> of each year.

I.8 Vacation at other times of the year is on a first [1st] come first [1st] served basis.

I.9 Part-time employees shall be paid their vacation pay on each pay cheque.

I.10 Summer Vacation Procedure

All summer vacation requests must be submitted by March 15<sup>th</sup>.

The Hospital will then develop a summer schedule identifying the number of temporary full-time vacancies that will result. Vacancies will be filled. Issues with summer schedules will be addressed at HAC.

Once the above is established, the Director will approve the schedule and the schedule will be posted by May 15.

Full-time temporary vacancies will be filled utilizing internal RNs. Part-time nurses interested in the full-time positions must be willing to make a commitment to work full-time hours for twelve (12) weeks, allowing for vacation time off on the same basis as full-time.

The Hospital shall grant the employees first request based on seniority and operational requirements.

A first request is defined as fourteen (14) consecutive days.

If the employee requests vacation greater than fourteen (14) consecutive days, it may be granted according to seniority and based upon operational requirements and only once all first requests have been filled.

Individual days for vacation will be considered as part of first requests and may be granted based upon operational requirements. If it is critical to have individual days off for vacation, the days should be requested as part of the vacation request.

During the summer time (June, July, August) twelve (12) hour shift replacement will be replaced by staff willing to work the twelve (12) hour shift. The shift shall not be divided into an eight (8) and a four (4) hour shift.

- I.11 For vacation requested outside of Christmas and Summer an employee will be advised within two (2) weeks of making a request for vacation whether or not such request has been approved.

## **ARTICLE J – VIOLENCE**

- J.1
- (a) The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.
  - (b) The parties agree that if incidents involving aggressive client action occur, 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 employees presented in that forum.
  - (c) The parties further agree that suitable subjects for the Hospital Association Committee will include discussions on violence.
  - (d) The Employer shall notify the Local Union within three (3) days of any employee who has been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association, in writing, as soon as possible.
  - (e) When an employee, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the employee.



The employee shall present her or his claim to the Employer within twenty-four (24) hours after the event, unless it was impossible for her or him to do so during this period.

#### **ARTICLE K - MODIFIED WORK**

- K.1 (a) The Hospital will notify the Local President of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.
- The Hospital will provide to the Local Union, a list of all employees on modified work programs upon request but not more frequently than quarterly.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the staff representative of the Ontario Nurses' Association and the Local representative to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the Union and the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

#### **ARTICLE L – MISCELLANEOUS**

- L.1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters.
- L.2 The Hospital agrees to automatic bank deposit of the employee's pay cheques into the bank account of each employee's choice. Payday is bi-weekly on Thursdays.
- L.3 Where pay errors of one day or more caused by the Employer occur, employees will be reimbursed within two (2) business days by cheque.
- L.4 The retirement age for all employees shall be the first [1st] of the month following the date on which the employee reaches the retirement age.
- L.5 It shall be the duty of the employee to notify the Human Resources Department, Director and the Bargaining Unit President in writing or by e-mail promptly of any address or telephone number change. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employees or granting additional call in shifts.
- L.6 The equivalent time off as referred to in Article 14.09 shall accumulate up to 37.5 hours and taken at a mutually agreeable time. Full days accumulated in a calendar year and not taken by March 31st annually shall be paid out at that time save and except Operating Room staff who may accumulate and carry over into the following year seventy-five (75) hours.

L.7 Uniforms

The Hospital will continue its present practice of supplying and laundering lab coats and/or scrub dresses for the Operating Room employees. In other areas, employees will receive a uniform allowance of fifty cents (0.50) per worked standard tour paid out yearly in the January following accrual.

Those employees who work in OR will be paid a reduced allowance of ten cents (0.10) per worked standard shift. Such allowance shall be paid at an equivalent rate for extended tours.

L.8 The Employer shall reimburse the employee for all costs (tuition, books, etc.) for courses taken as a requirement of work.

L.9 Employees absent on account of sickness must, as soon as possible, notify the Hospital and in particular before the commencement of their working hours, in order to permit the Hospital to obtain a replacement.

L.10 Employees absent on account of illness, shall, as soon as possible, notify the Hospital of her expected time of return.

L.11 Where shifts other than those outlined in Article 13 are proposed, the terms and conditions will be agreed between the parties prior to implementation.

L.12 A maximum of two (2) full-time and two (2) part-time employees as set out in Article 11.11(c) will be going into the program in any one (1) year.

L.13 When an employee requests time off for any reason, excluding prime vacation time, Christmas and New Year's time, prior to the time sheet being posted the Employer shall give a written response to the employee within fourteen (14) calendar days of such request. Such requests shall not be unreasonably denied.

L.14 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, by email, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

L.15 The Employer will set-up a contact list for the Ontario Nurses' Association (ONA) members under the e-mail system. Anything sent by the Union local must be pre-approved.

**ARTICLE M- BENEFITS**

M.1 Voluntary Part time Benefits - Process for Payment

The Employer agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out

in Article 17. It is understood and agreed that the part-time nurses who participate will assume one hundred percent (100%) of the monthly premiums.

Any part time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to part time nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

M.2

Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

**SIGNING PAGE**

Dated at Cobourg, this                      day of                      , 2008.

FOR THE EMPLOYER

Elizabeth J. Van

Janet Burr

Burr

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FOR THE UNION

Labour Relations Officer

[Signature]

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**LETTER OF UNDERSTANDING**

Between:

**NORTHUMBERLAND HILLS HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

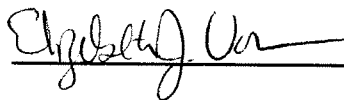
RE: Article I - Vacations

The Northumberland Hills Hospital will recognize the employees listed in Appendix "A" exercising the following procedures for the purposes of vacation entitlement.

- i) The vacation year shall extend from January 1st to December 31st and for the purpose of determining vacation entitlement and for the purposes of determining increased vacation entitlement, the employee's anniversary date of service shall be used. When an employee becomes entitled to increased vacation during the vacation year, the employee shall be allowed an increase for vacation entitlement at any time in the vacation year after the anniversary date.
- ii) For all other purposes, the language of the Collective Agreement will apply.

Dated at Cobourg, this      day of                      2008.

FOR THE EMPLOYER

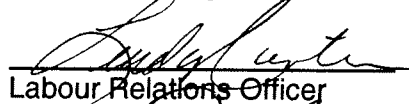
  
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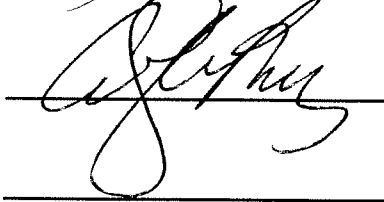
  
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FOR THE UNION

  
Labour Relations Officer

  
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**APPENDIX "A"**

**VACATION ENTITLEMENT**

Pamela Bates

Brenda Eakins

**LETTER OF UNDERSTANDING**

**BETWEEN**

**NORTHUMBERLAND HILLS HOSPITAL**

**AND**

**ONTARIO NURSES' ASSOCIATION**

Re: Self Scheduling

Excluding weekend workers and full-time Team Leaders

- (a) With the approval of the Association, self-scheduling may be instituted by the Hospital when eighty (80%) percent of the part time or full time employees in a particular unit have so indicated by secret ballot.
- (b) Self Scheduling may be discontinued at any time after the expiry of the initial trial period by the Hospital or if at least eighty percent (80%) of the employees involved indicate by secret ballot vote that they no longer wish to work self scheduling.
- (c) When notice of discontinuation is given by either party in accordance with above, then the parties shall:
  - i) meet within two (2) weeks of the giving of notice to review the request for the discontinuation; and
  - ii) where it is determined that the scheduling initiative will be discontinued, affected employees shall be given eight (8) weeks' notice before the scheduling initiative is discontinued or as otherwise agreed to by the Hospital and Association.
- (d) When Self-Scheduling is to be implemented it shall be introduced on a trial basis for a period of at least six (6) months. Self-scheduling will continue if at least 80% of all affected employees indicate by secret ballot they wish to continue.
- (e) When a unit adopts self-scheduling, all nurses (either full time or part time) on the unit will be required to participate.
- (f) Self-scheduling, including scheduling guidelines shall comply with all the provisions of the collective agreement in all respects.

- (g) The parties agree that they will discuss guidelines regarding self-scheduling prior to implementation of self-scheduling.

Dated at Cobourg, this            day of                            , 2008.

FOR THE EMPLOYER

Elizabeth J. [Signature]

[Signature]

[Signature]

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FOR THE UNION

[Signature]  
Labour Relations Officer

[Signature]

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## **GUIDELINES FOR SELF SCHEDULING**

### **Role of Facilitator**

**(These guidelines are for information purposes only and do not form part of the collective agreement.)**

#### **Status**

The self-scheduling facilitators will be staff nurses and not formal unit leaders (i.e. Team Leaders/Directors).

#### **Appointment**

The self-scheduling facilitators may be volunteers and/or elected, or may be appointed by the Team Leader or Program Director. There will be one person appointed for each part time unit and one person for each full time unit.

#### **Term**

The self-scheduling facilitators will serve for a six- (6) month period on a rotating basis.

#### **Responsibilities:**

- (a) To oversee the scheduling process in conjunction with the Program Director or designate and to monitor the census and needs column to ensure accuracy.
- (b) To ensure that each priority group follows correct guidelines.
- (c) To keep the Program Director/Team Leader apprised of any concerns or unresolved self-scheduling problems.
- (d) To prepare the scheduling roster, according to the staffing requirements of the unit, the dates on which different priority groups can select their preferred schedule and the dates on which the schedule will be finalized.
- (e) To ensure that staff are kept well advised of progress/problems with the self scheduling process through the use of a self scheduling communication book, e-mails, meetings etc.
- (f) To collaborate with the Program Director, other Facilitators and Staff in developing a new staff member's schedule for the purposes of orientation and buddying for a period of time to be determined by the Program Director. There will also be collaboration with the Program Director with respect to the manager's right to evaluate performance of staff members.

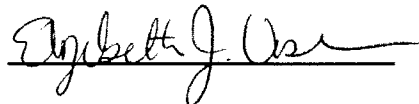
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**NORTHUMBERLAND HILLS HOSPITAL**  
**AND**  
**ONTARIO NURSES' ASSOCIATION**

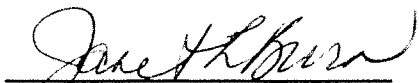
Re: Occasional Vacancies

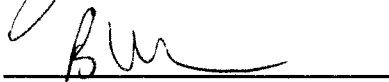
- (a) When occasional vacancies arise such as vacation relief, sick time relief, staff shall be called in according to the collective agreement Article H.4.
- (b) The hospital shall post a "Call for Interest" when new staffing requirements for sporadic relief are identified. Candidates shall be selected based on the criteria for skill, ability, experience and qualifications as per the collective agreement. The Call for Interest will be written as a job posting.
- (c) Regular part time people who have the qualifications to work casually in other areas will be called as per the collective agreement, in order of their part time seniority.
- (d) You may only hold one status under the collective agreement. For example, full time, regular part time or casual.

Dated at Cobourg, this      day of      , 2008.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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