

COLLECTIVE AGREEMENT

Between:

NORTHUMBERLAND HEALTH CARE CORPORATION
[hereinafter referred to as the "Hospital"]

And:

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

EXPIRY: MARCH 31, 2001

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APPENDIX "3"

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		April 1, <u>1998</u>	April 1, <u>1999</u>	Date of <u>Ratification</u>	April 1, <u>2000</u>
<u>Registered Nurse</u>					
Start	Hourly	18.67	19.04	20.00	20.50
	Monthly	3033.88	3094.00	3250.00	3331.25
After 1 Year	Hourly	19.60	20.00	20.79	21.31
	Monthly	3185.00	3250.00	3378.38	3462.88
After 2 Years	Hourly	20.38	20.79	21.88	22.43
	Monthly	3311.75	3378.38	3555.50	3644.88
After 3 Years	Hourly	21.45	21.88	22.96	23.54
	Monthly	3485.63	3555.50	3731.00	3825.25
After 4 Years	Hourly	22.51	22.96	24.05	24.66
	Monthly	3657.88	3731.00	3908.13	4007.25
After 5 Years	Hourly	23.58	24.05	25.42	26.05
	Monthly	3831.75	3908.13	4130.75	4233.13
After 6 Years	Hourly	24.92	25.42	26.77	27.44
	Monthly	4049.50	4130.75	4350.13	4459.00
After 7 Years	Hourly	26.24	26.77	28.13	28.84
	Monthly	4264.00	4350.13	4571.13	4686.50
After 8 Years	Hourly	27.58	28.13	29.51	30.24
	Monthly	4481.75	4571.13	4795.38	4914.00
After 9 Years	Hourly	28.93	29.51		
	Monthly	4701.13	4795.38		
<u>Permanent Team Leader</u>					
Start	Hourly	19.67	20.06	21.08	21.81
	Monthly	3196.38	3259.75	3425.50	3544.13
After 1 Year	Hourly	20.66	21.08	21.88	22.63
	Monthly	3357.25	3425.50	3555.50	3677.38
After 2 Years	Hourly	21.45	21.88	23.00	23.78
	Monthly	3485.63	3555.50	3737.50	3864.25
After 3 Years	Hourly	22.55	23.00	24.09	24.90
	Monthly	3664.38	3737.50	3914.63	4046.25
After 4 Years	Hourly	23.62	24.09	25.24	26.08
	Monthly	3838.25	3914.63	4101.50	4238.00
After 5 Years	Hourly	24.74	25.24	26.65	27.51
	Monthly	4020.25	4101.50	4330.63	4470.38
After 6 Years	Hourly	26.12	26.65	28.03	28.93
	Monthly	4244.50	4330.63	4554.88	4701.13

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After 7 Years	Hourly	27.47	28.03	29.43	30.37
	Monthly	4463.88	4554.88	4782.38	4935.13
After 8 Years	Hourly	28.85	29.43	30.89	31.86
	Monthly	4688.13	4782.38	5019.63	5177.25
After 9 Years	Hourly	30.29	30.89		
	Monthly	4922.13	5019.63		

Graduate Nurse

Start	Hourly	17.36	17.71	18.62	19.08
	Monthly	2821.00	2877.88	3025.75	3100.50
After 1 Year	Hourly	18.24	18.62	19.36	19.85
	Monthly	2964.00	3025.75	3146.00	3225.63
After 2 Years	Hourly	18.98	19.36	20.41	20.93
	Monthly	3084.25	3146.00	3316.63	3401.13
After 3 Years	Hourly	20.01	20.41	21.44	21.98
	Monthly	3251.63	3316.63	3484.00	3571.75
After 4 Years	Hourly	21.02	21.44	22.50	23.07
	Monthly	3415.75	3484.00	3656.25	3748.88
After 5 Years	Hourly	22.06	22.50	23.82	24.41
	Monthly	3584.75	3656.25	3870.75	3966.63
After 6 Years	Hourly	23.35	23.82	25.11	25.73
	Monthly	3794.38	3870.75	4080.38	4181.13
After 7 Years	Hourly	24.61	25.11	26.38	27.05
	Monthly	3999.13	4080.38	4286.75	4395.63
After 8 Years	Hourly	25.87	26.38	27.68	28.36
	Monthly	4203.88	4286.75	4498.00	4608.50
After 9 Years	Hourly	27.13	27.68		
	Monthly	4408.63	4498.00		

APPENDIX "4"

SUPERIOR CONDITIONS

[See note Article 5]

The Corporation 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 Corporation in writing of any changes in the amount of such dues. The Corporation 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 Corporation 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 Corporation 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

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- (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 HEALTH CARE CORPORATION
[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 Corporation recognizes the Association as the sole and exclusive bargaining agent of all Registered and Graduate Nurses employed by the Northumberland Health Care Corporation, 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 Corporation and the direction of the working forces are fixed exclusively in the Corporation and shall remain solely with the Corporation 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 Corporation 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 Corporation 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 a five (5) employees and the number of the Corporation'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 Corporation. 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.

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 Assistant Executive Director, 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.

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
Spring Holiday (2nd Monday in February)	Labour Day

Good Friday
Easter Monday
Victoria Day
Canada Day (July 1st)

Thanksgiving Day
Second Monday in November
Christmas Day
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 Corporation 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 Corporation 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 Corporation.

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 Corporation. 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 15th of each year, the Corporation 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. Employees who are required to work over Christmas and New Year's shall rotate the holiday they are off from period to period.

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 Corporation shall schedule every other weekend off.

- (c) No split shifts.
 - (d) An employee will be scheduled off for not less than six (6) 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 Corporation will schedule their time consecutively.
 - (g) An employee shall have at least sixteen (16) hours off between 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) 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 Corporation to honour some but not all requests, then the seniority rule shall apply. The Corporation reserves the right to transfer the employee to ten (10) day shifts annually.
 - (i) For scheduling purposes, the standard day shall begin with the Night tour.
 - (j) Employees may trade days off or tours provided their requests are signed by both employees and submitted in writing to their manager as far in advance as practicable.
- Whenever a nurse is unable to work a scheduled shift and the nurse wants to give the shift away, the shift in question shall be scheduled by the Corporation. If the Corporation scheduler is unable to find a replacement at non-premium rates, the nurse has the right to find her own replacement with the approval of the Program Director.
- (k) The Corporation will not unreasonably refuse to implement schedules developed by the Scheduling Committee provided that it does not result in additional cost to the Corporation.
 - (l) 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.
 - (m) Changes to the master rotation must be approved by the Scheduling Committee.
 - (n) Forty-eight (48) consecutive hours off shall be scheduled following a night tour. [Full-Time only]

- (o) Not less than **fifty** percent (50%) of scheduled work shall be on the day tour unless **otherwise** agreed between the employee and the manager.
- (p) The Corporation 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.
- (q) 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 31 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.
- (r) As set out in Article 14.04, the Corporation 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.
- (9) 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 up to their committed hours.
- (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.
- (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 Corporation 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 six (6) 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 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 when neither job share partner is scheduled and this would not result in premium payment.

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 do 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 Corporation 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 Corporation 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 Corporation will make available appropriate sleeping room, i.e., a lounge for employees scheduled for standby.
- (9) 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 Corporation 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 Corporation 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.
- (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 weekends worked as the result of an exchange of shifts with another employee.

- (g) All employees shall receive at least six (6) 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 15th each year, the Corporation 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 period to period.

- (h) Subject to the 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 so wishes the time off for Christmas and New Year's, described above. 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 1st.
- iv) Employees may trade days off or tours provided their requests are signed by both employees and submitted in writing to their Program Director as far in advance as possible for approval.

- v) Whenever an employee is unable to work a scheduled shift and the employee wants to give the shift away the shift in question shall be scheduled by the Corporation. If the Corporation scheduler is unable to find a replacement at straight time for the shift the employee has the right to find her own replacement with the approval of the Program Director.
- 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 Corporation 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.

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 Corporation.
- I.5 Vacation may be taken as separate days.

- I.6 The Corporation 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 Corporation, 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 15th. 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 15th 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.

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 Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters.
- L.2 The Corporation 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 Corporation promptly of any change in address in writing. If an employee fails to do this, the Corporation will not be responsible for failure of a notice sent by registered mail to reach such employees.
- 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 Corporation 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 Corporation and in particular before the commencement of their working hours, in order to permit the Corporation to obtain a replacement.
- L.10 Employees absent on account of illness, shall, as soon as possible, notify the Corporation 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.

SIGNING PAGE

SIGNED AT COBOURG, ONTARIO THIS 11th DAY OF December, 2000.

FOR THE CORPORATION

Elizabeth Wahn

SLW

Caprice Brune

FOR THE UNION

Eleanor Holroyd

Betty Knight

Barbara Key

Carol Key

Whitney Lake

Yonda Reuss

LETTER OF UNDERSTANDING

Between:

NORTHUMBERLAND HEALTH CARE CORP

And:

ONTARIO NURSES' ASSOCIATION

RE: Article I - Vacations

The Northumberland Health Care Corporation 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.

SIGNED AT COBOURG, ONTARIO THIS 17th DAY OF December, 2000.

FOR THE CORPORATION

FOR THE UNION

Elizabeth Vobyn

Eleana Hlozch

BW

Betty Knight

Debra Brice

Christine Lee

Lu BF

Whitney Lake

Jenda Reur

APPENDIX "A"

A ENTITL

Pamela Bates

Brenda Eakins

Monica George

Janice McLaughlan

Carol McLean

Brenda Ough

Jeanette Douglas

Linda Plews

LETTER OF UNDERSTANDING

Between:

NORTHUMBERLAND HEALTH CARE CORP

And:

ONTARIO NURSES' ASSOCIATION

Re: Part time Lieu Bank

Whereas the parties agree to address the issue of the development of a part time lieu bank:

The Hospital agrees to review implementation of a part time lieu bank. The implementation will be on or about January 1, 2001.

The Hospital further agrees to notify the Association to discuss any problems with the implementation of the part time lieu bank such as cost, automation, payroll issue, WSIB, and pension.

Dated at Cobourg, Ontario, this 17th day of December, 2000.

FOR THE EMPLOYER

Elizabeth J. Vobur

BW

Napoleon Brune

FOR THE UNION

Deborah Holroyd
Labour Relations Officer

Betty Knight

Catherine Fay

Lu PJ

Whitney Hale

Kendal Pleuss

LETTER OF UNDERSTANDING

Between:

NORTHUMBERLAND HEALTH CARE CORP

And:

ONTARIO NURSES' ASSOCIATION

Re: Summer Scheduling

Whereas the parties agree that it would be advantageous to discuss vacation issues and to use as a guideline during the terms of the collective agreement the following direction applies:

Procedure: Requests must be submitted by March 15".
Scheduling committee will meet and develop a schedule.
Number of temporary full-time vacancies will be determined.
Vacancies will be filled.

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.

All summer vacation requests must be submitted by March 15, full-time and part-time.

The Hospital shall grant the employees 1st request based on seniority and operational requirements.

A first request is defined as:
75 hours.

If the employee requests vacation greater than seventy-five (75) hours, 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) hour shift and a four (4) hour shift.

Dated at Cobourg, Ontario, this 17th day of December, 2000.

FOR THE EMPLOYER

Elizabeth J. [Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]

[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

NORTHUMBERLAND HEALTH CARE CORP

And:

ONTARIO NURSES' ASSOCIATION

Re: Weekend Worker

The parties agree to a trial of the Weekend Worker. The parties agree to meet during the months of July and August 2000 to establish the criteria for the Weekend Worker. Representatives of the Hospital/Association/ Scheduling Committee will meet to discuss the issues of the Weekend Worker.

The Agenda shall include, but not be limited to, the implementation, including payroll issues, discontinuation, trial periods, areas where the Weekend Worker will be implemented and forum to address scheduling concerns.

The parties further agree to implement the Weekend Worker trial schedule commencing September 25, 2000.

Dated at Cobourg, Ontario, this 11th day of December, 2000.

FOR THE EMPLOYER

Elizabeth J. Uva

B.W.

Stephen Brer

FOR THE UNION

Eleanor Shugh
Labour Relations Officer

Betty Knight

Lois...

...

Whitney...
Linda...