

5488

**COLLECTIVE AGREEMENT**

Between:

**GUELPH GENERAL HOSPITAL, GUELPH**  
(hereinafter referred to as the "Hospital")

And:

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

**Expiry: March 31, 2004**

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**APPENDIX 3****SALARY SCHEDULE**

Articles 19.01(a) and (d) apply to nurses only

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

**Classification - Registered Nurse**

|         | <b><u>Effective<br/>April 1, 2001</u></b> | <b><u>Effective<br/>April 1, 2002</u></b> | <b><u>Effective<br/>April 1, 2003</u></b> |
|---------|---|---|---|
| Start   | \$21.12                                   | \$21.75                                   | \$22.44                                   |
| 1 Year  | \$21.95                                   | \$22.61                                   | \$23.33                                   |
| 2 Years | \$23.10                                   | \$23.80                                   | \$24.56                                   |
| 3 Years | \$24.25                                   | \$24.97                                   | \$25.77                                   |
| 4 Years | \$25.40                                   | \$26.16                                   | \$27.00                                   |
| 5 Years | \$26.83                                   | \$27.64                                   | \$28.52                                   |
| 6 Years | \$28.26                                   | \$29.11                                   | \$30.04                                   |
| 7 Years | \$29.71                                   | \$30.60                                   | \$31.58                                   |
| 8 Years | \$31.45                                   | \$32.71                                   | \$33.75                                   |

NOTE 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

(Articles 19.01(b) and 19.01 (c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are

members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

The hourly salary rates shall be as follows for the following job classifications:

Registered Nurse  
Lactation Consultant

|         | <b><u>Effective</u></b><br><b><u>April 1, 2001</u></b> | <b><u>Effective</u></b><br><b><u>April 1, 2002</u></b> | <b><u>Effective</u></b><br><b><u>April 1, 2003</u></b> |
|---------|--|--|--|
| Start   | \$21.12  | \$21.75  | \$22.44  |
| 1 Year  | \$21.95  | \$22.61  | \$23.33  |
| 2 Years | \$23.10  | \$23.80  | \$24.56  |
| 3 Years | \$24.25  | \$24.97  | \$25.77  |
| 4 Years | \$25.40  | \$26.16  | \$27.00  |
| 5 Years | \$26.83  | \$27.64  | \$28.52  |
| 6 Years | \$28.26  | \$29.11  | \$30.04  |
| 7 Years | \$29.71  | \$30.60  | \$31.58  |
| 8 Years | \$31.45  | \$32.71  | \$33.75  |

The hourly rates shall be as follows for the following job classifications:

Triage/Charge Nurse. Emergency  
Utilization Management Coordinator

|         | <b><u>Effective</u></b><br><b><u>April 1, 2001</u></b> | <b><u>Effective</u></b><br><b><u>April 1, 2002</u></b> | <b><u>Effective</u></b><br><b><u>April 1, 2003</u></b> |
|---------|--|--|--|
| Start   | \$21.78  | \$22.44  | \$23.16  |
| 1 Year  | \$22.62  | \$23.30  | \$24.04  |
| 2 Years | \$23.76  | \$24.47  | \$25.26  |
| 3 Years | \$24.91  | \$25.65  | \$26.47  |
| 4 Years | \$26.07  | \$26.85  | \$27.71  |
| 5 Years | \$27.50  | \$28.33  | \$29.23  |
| 6 Years | \$28.94  | \$29.81  | \$30.77  |
| 7 Years | \$30.36  | \$31.28  | \$32.28  |
| 8 Years | \$32.13  | \$33.41  | \$34.48  |

**APPENDIX 3**  
**SALARY SCHEDULE**

The hourly rates shall be as follows for the following positions:

**Assistant Unit Manager**

|                | <b><u>Effective<br/>April 1, 2001</u></b> | <b><u>Effective<br/>April 1, 2002</u></b> | <b><u>Effective<br/>April 1, 2003</u></b> |
|----------------|---|---|---|
| <b>Start</b>   | <b>\$21.92</b>                            | <b>\$22.58</b>                            | <b>\$23.30</b>                            |
| <b>1 Year</b>  | <b>\$22.77</b>                            | <b>\$23.46</b>                            | <b>\$24.21</b>                            |
| <b>2 Years</b> | <b>\$23.95</b>                            | <b>\$24.67</b>                            | <b>\$25.46</b>                            |
| <b>3 Years</b> | <b>\$25.14</b>                            | <b>\$25.90</b>                            | <b>\$26.73</b>                            |
| <b>4 Years</b> | <b>\$26.30</b>                            | <b>\$27.08</b>                            | <b>\$27.95</b>                            |
| <b>5 Years</b> | <b>\$27.75</b>                            | <b>\$28.58</b>                            | <b>\$29.50</b>                            |
| <b>6 Years</b> | <b>\$29.21</b>                            | <b>\$30.09</b>                            | <b>\$31.05</b>                            |
| <b>7 Years</b> | <b>\$30.72</b>                            | <b>\$31.65</b>                            | <b>\$32.66</b>                            |
| <b>8 Years</b> | <b>\$32.53</b>                            | <b>\$33.83</b>                            | <b>\$34.92</b>                            |

**APPENDIX 4**

**SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD DATED  
OCTOBER 23, 1981**

Clause #      Applicable Clause from Collective Agreement  
                  Central Award expiring September 30, 1980

5 Note

8.02            The Hospital shall remit to the Association, addresses, starting salaries and, where possible, work areas of newly employed nurses and the names of nurses who have terminated or who are on leaves of absence.

8.04            The Hospital will advise the Association of the addresses of new employees and will forward address changes as they are received by the Hospital.

Full-Time Only

10.04

13.06            (i)      For nurses on staff as of October 23, 1981, seniority will be retained and accumulated:

(a)      during active employment with the Hospital;

(b)      while absent on paid sick leave;

(c)      while in receipt of Temporary Workmen's Compensation benefits;

(d)      while on approved leave of absence.

Part-Time Only

15.01 Note

15.07            Casual part-time nurses shall be entitled to time and one half (1 1/2) for working on a paid holiday as listed in Article F-1 of this Collective Agreement.

14.06            Casual part-time nurses on staff as of October 23, 1981, shall receive vacation pay as follows for work performed during the period of April 1<sup>st</sup> of the preceding year to March 31<sup>st</sup> of the current:

Less than one year's service 4%

More than one year's service 6%

For the Purpose of this clause two hundred (200) paid tours of part-time service shall equal one (1) year of full-time service:

Full-TimeOnly

16.01 Note

14.02 After two years of service with the Hospital as of March 31st, Assistant UNIT MANAGERS on staff as of October 23, 1981, shall be entitled to four weeks vacation with pay.

19.09

12.05 The Hospital will recognize for Assistant UNIT MANAGERS the successful completion of post graduate training on the following basis:

|   |                    |
|---|--------------------|
| C.H.A. Course                                     | \$ 15.00 per month |
| One Year University                               | \$ 40.00 per month |
| B. Sc. N.   | \$ 80.00 per month |
| Masters Degree with<br>emphasis on Nursing skills | \$120.00 per month |

An educational bonus of \$15.00 will be paid to nurses who have completed a recognized post graduate course of six months or more provided they are employed in a capacity directly utilizing the preparation.

**APPENDIX 5**

**LOCAL 115**

Between:

**GUELPH GENERAL HOSPITAL, GUELPH**  
(hereinafter referred to as the "Hospital")

And:

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

**Expiry: March 31, 2004**



**ARTICLE A - RECOGNITION**

A-1 The Hospital recognizes the Association as the sole bargaining agent for all registered and graduate nurses employed by the Board of Commissioners of the Guelph General Hospital engaged in nursing care save and except UNIT MANAGERS and persons above the rank of UNIT MANAGER.

**ARTICLE B - MANAGEMENT RIGHTS**

B-1 The Association acknowledges that except as expressly modified by any other article of this Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects, and, without limiting or restricting that function:

- (a) to maintain order, discipline and efficiency;
- (b) to determine the number and location of the Hospital establishments, the services to be rendered, the methods, work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well being of the Hospital patients and the public;
- (c) to make, alter and enforce reasonable rules and regulations to be observed by the nurses;
- (d) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, and discharge nurses, and to assign nurses to shifts and to increase and decrease working forces provided that a claim of discriminatory retirement, classification, promotion, demotion, transfer, lay-off, recall, assignment to shifts, discipline or suspension, or a claim by a nurse that he or she has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.

B-2 These rights shall be exercised in a manner consistent with the provisions of this agreement.

**ARTICLE C - ASSOCIATION REPRESENTATION**

C-1 There shall be seventeen (17) nurse representatives with at least one (1) from each of the following areas:

- 1 Day Surgery
- 1 Ambulatory Care
- 2 Emergency
- 2 Critical Care
- 1 PACU

1 Operating Room  
2 Family Birthing Unit  
1 for each Medical Unit  
1 for each Surgical Unit  
1 Paediatrics  
1 Sexual Assault  
1 for the group of Clinicians, Utilization Management Coordinators,  
Diagnostic Imaging and any other positions that may be named at a later  
date.

At least two (2) of the above will be part-time representatives.

- C-2 The grievance committee shall consist of not more than three (3) nurses.
- C-3 With reference to Article 6; the negotiating committee shall consist of not more than six (6) nurses, one of whom shall be full time and one of whom shall be part time providing that these six (6) nurses represent at least three (3) units of the Hospital.
- C-4 The Hospital Association Committee shall be comprised of three (3) nurses, one (1) of whom may be a part-time nurse, representing the Association and not more than three (3) representatives of the Hospital.
- C-5 In the event that a nurse representative is transferred from one area of representation to another area, such nurse shall continue to be recognized by the Hospital as the nurse representative of the area from which transferred for a period of one month, except when appointed to a managerial position.
- C-6 The interview of newly hired nurses as required in Article 5.06 will be scheduled during the new nurses' orientation period.
- C-7 As outlined in Article 9.02, fifty percent (50%) of the Membership of the Hospital's Professional Practice Committee will be Registered Nurses who are members of the Ontario Nurses' Association. Membership will also include the President of the Ontario Nurses' Association, or her delegate.
- C-8 The Hospital agrees to recognize two (2) bargaining unit representatives as Members of the Joint Occupational Health and Safety Committee.

**ARTICLE D - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS**

- D-1 With reference to Article 11.02, there shall be leaves of absence not exceeding one hundred (100) working days in any one (1) year and not more than six (6) nurses shall be permitted to be absent at any one (1) time. Such six (6) nurses shall be from not less than three (3) nursing units. This includes full-time and part-time nurses.
- D-2 The Hospital will schedule one (1) paid (7 ½ hours) day per calendar month for the Bargaining Unit President to tend to Bargaining Unit business.

**ARTICLE E - HOURS OF WORK – SCHEDULING**

- E-1 When a new schedule is approved by the Hospital, work schedules will be allocated based on the nurses' seniority.
- E-2 The scheduling of meal periods and relief periods for each nurse shall be determined by her Supervisor.
- E-3 (a) No nurse shall be scheduled to work more than seven (7) consecutive tours. In any pay period at least two (2) consecutive days off must be scheduled; the remaining two (2) days off may be split. In the event that a full-time nurse is scheduled to work more than seven (7) consecutive tours, she shall be paid premium payment in accordance with Article 14.03 for the eighth and subsequent consecutive tours.
- (b) If at least seventy-five percent (75%) of the nurses on a unit elect in writing, the Hospital will endeavour to schedule the nurses on that unit to work no more than four (4) consecutive night shifts.
- E-4 (a) The **Hospital will** schedule one (1) weekend off in two (2), but if a nurse is required to work on the second or subsequent weekend, she shall be paid in accordance with Article 14.03 for such second and subsequent weekends worked. This premium shall not apply where by mutual agreement a casual nurse has agreed to work on the weekend.
- (b) It ~~is~~ understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the last shift Friday until the commencement of the first shift Monday unless otherwise mutually agreed.
- The Hospital will endeavour to schedule full-time and regular part-time nurses to be off the Friday evening before their weekend off and not to return to work on the Sunday night of their weekend off.
- E-5 When a nurse changes tours, not less than sixteen (16) hours will be scheduled between tours without consent. Split tours will not be scheduled without consent. In the event that a full-time or regular part-time nurse works with less than sixteen (16) hours between tours, she shall receive premium pay in accordance with Article 14.03 for the first changed tour worked.
- E-6 A nurse rotating from nights to another tour shall be scheduled for not less than two (2) consecutive days off except by mutual consent. In the event that a full-time or regular part-time nurse does not receive two (2) consecutive days off as provided for in this Article, she will be paid premium pay in accordance with Article 14.03 for the first tour worked only.
- E-7 A nurse will be considered for permanent evening or night tour upon request when a vacancy occurs. A nurse scheduled on a permanent night tour shall receive her weekend on Saturday and Sunday.
- E-8 A nurse may request to work:
- (i) two shifts, either days and evenings or days and nights; or

- (ii) the afternoon or night shift on a permanent basis.

Such a request will not be unreasonably denied. Conflicts in requests shall be resolved in accordance to seniority.

**E-9** (a) Full-time Only

Where a nurse rotates through all three (3) shifts, the Hospital shall schedule equal time on the day tour as on the other two (2) tours combined.

(b) Part-time Only

The Hospital shall endeavour to schedule equal time on the day tour as on the other two (2) tours combined for nurses who normally rotate. A nurse other than a Casual nurse may not be required to change tours of duty more than once during a work week unless mutually agreed.

**E-10** These scheduling regulations and penalties may be waived between December 15th and January 5th, so that all nurses will receive a minimum of five (5) consecutive days off at either Christmas (December 24th, 25th and 26th) or New Year's (December 31st, January 1st and 2nd) unless mutually agreed upon. In developing the Christmas/New Year's schedules, the Hospital will review prior years schedules ensuring that there is an equitable distribution of Christmas and New Year's periods amongst the nurses from year to year. The Hospital will endeavour to schedule in such a way that that no nurse will be required to work two consecutive Christmases or New Year's. Hospital shall advise each nurse of these days six (6) weeks in advance. In the event that a nurse does not receive five (5) consecutive days off except by mutual agreement as agreed above, she shall be paid premium pay in accordance with Article 14.03 for the first tour so affected only.

The Hospital shall post on October 1st of each year, a list requesting the preference for Christmas and New Year's time off for each nurse as well as the preference of each nurse for the shift she wishes to work on either holiday period. Seniority shall be the deciding factor for shifts worked over the holiday period. The Hospital will post a Holiday schedule that is reasonable and equitable.

**E-11** (a) Tour schedules and days off will be posted six (6) weeks in advance and cover a four (4) week period.

(b) Requests for change in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange tours of duty. It is understood that such change initiated by a nurse shall not result in premium payment, to any nurse, by the Hospital. Such exchange must be approved by the Hospital and such approval shall not be unreasonably withheld.

(c) The Hospital will ensure that once the schedule has been posted, and nurses are replacing their own requested time off, as per practice, they

replace themselves in accordance with the Collective Agreement part-time Article E-17 (b).

- (d) A nurse may request a specific day(s) off, provided such request is in writing to the immediate supervisor two (2) weeks in advance of the posting of the schedule. Approval of such request shall not be reasonably withheld.

(e) Part-time Only

Nurses will make their availability known through the system developed. Once the nurse has signed up her availability she shall endeavour to be responsible for the shift. Notification of the assignment of a non-scheduled tour must be personally confirmed by the nurse. The nurse shall endeavour to be responsible for updating her availability one (1) hour prior to the beginning of the day shift and four (4) hours prior to the evening and night shifts, except in extenuating circumstances.

E-12 When it is necessary to close an area, and if nurses are being transferred elsewhere in the Hospital, an effort will be made to match the new rotation with existing one for each nurse; but scheduling will remain a right of the Hospital.

E-13 (a) Extended Tours and Hybrid Schedules (combination of 7.5 hours and 11.25 hours tours) shall be introduced into any unit when:

- (i) Fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; and
- (ii) The Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (iii) The secret ballot referred to in E-13 (a) (i) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.
- (iv) Extended tours introduced on any unit must continue for a minimum of six (6) months before another vote is taken.

(b) Extended Tours and Hybrid Schedules (combination of 7.5 hours and 11.25 hours tours ) may be discontinued in any unit when:

- (i) Fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot: or
- (ii) The Hospital because of,
  - (a) adverse effect on patient care, or
  - (b) inability to provide a workable staffing schedule,
  - (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

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

- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
  - (i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - (ii) Where it is determined that the compressed work week (extended tours) will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) The Employer shall pay the nurse working extended tours on a paid holiday for actual hours worked on the holiday in accordance with Article 15.05 of the full-time Collective Agreement and F-3 shall not apply for those working extended tours on the paid holiday.
- (e) A nurse shall not be required to work more than three (3) consecutive days without days off. If a nurse is required to work more than three (3) consecutive days, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement, for every consecutive day worked following the third (3rd) consecutive day worked.
- (f) There shall be a minimum of twelve (12) hours scheduled off between tours of duty and at least forty-eight (48) hours following the end of the night tour. Should the nurse work with less than twelve (12) hours between tours, or return to work with less than forty eight (48) hours following the night tour, the nurse shall be paid premium payment in accordance with Article 14.03 of the Collective Agreement for the entire tour worked.

E-14 Standby

The Hospital will notify the Local President or designate prior to initiating ongoing standby assignment on any unit.

E-15 Lieu Time

Time off taken in lieu of overtime, as provided for in Article 14.09 of the full-time Collective Agreement, shall be scheduled at a mutually agreeable time within sixty (60) calendar days from the overtime period. If the Hospital and the Nurse are unable to schedule time off within that 60 day period, at a mutually agreeable time, the lieu time will revert to payment. Also, all banks will be cleared by March 31<sup>st</sup>, annually.

Where more than one (1) nurse requests the time off, seniority shall be the deciding factor.

E-16 Regular Part Only

- (a) A regular part-time nurse is normally scheduled to work a minimum of ten (10) tours in a four (4) week rotation.

E-17 Hours of Work - Part-time Only

- (a) All regular part time nurses in a unit will be scheduled up to their commitment on the basis of seniority prior to any casual part time nurse being utilized.

If any regular part time nurse is scheduled for less than her/his commitment then additional tours will be first offered to them, in order for them to meet their commitment.

- (b) All additional "predictable" time shall be pre-scheduled to the regular part-time nurses on an equitable basis i.e.: vacation, long term sick time, regular part-time maternity leaves of absences, where it does not result in premium payment. Casuals will be pre-booked to fill any tours in the master rotation that would otherwise have resulted in premium payment for a regular part-time nurse.

- (c) As additional unscheduled tours become available and where regular part time nurses on the unit have been given the opportunity to work up to their commitment, the Employer will offer these additional tours to regular part time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:

- i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital, using the Hospital's established guidelines for availability systems;
- ii) A tour will be deemed to be offered whenever a call is placed;
- iii) It is understood that the Hospital will not be required to offer tours which would result in premium pay;
- iv) When a regular part time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.

- E-18 Copies of any new and/or changed Master Schedules will be forwarded to the Union President, and the scheduling representative prior to the implementation of same. The Hospital will not post a schedule that in any way violates the Collective Agreement unless the Schedule is delineated as an "Innovative Schedule" and accompanied by a Letter of Understanding.

E-19 Self-Scheduling

- (a) Self-Scheduling shall be introduced into any unit when:
- i) Fifty-one percent (51%) of the nurses in the unit so indicate secret ballot; and

- ii) The Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - iii) The secret ballot referred to in **E-13** (a) (i) above shall not take place unless six **(6)** months has elapsed from the date of any such previous secret ballot within such unit.
  - iv) Self-Scheduling introduced on any unit must continue for a minimum of **six (6)** months before another vote is taken.
- (b) Self-Scheduling may be discontinued in any unit when:
- i) Fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; or
  - ii) The Hospital because of ,
    - a) adverse effect 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.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- i) The parties shall meet within two **(2)** weeks of the giving notice to review the request for discontinuation; and
  - ii) where it is determined that self scheduling will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are **so** amended.

**E-20**      **Tours Of Less Than 7.5 Hours**

Where a part time nurse is scheduled to work less than a normal tour (**7.5**hours), Article **E** in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than seven point five (**7.5**)hours to a reasonable level.
- (b) No regular part time nurse will be scheduled solely on tours which are comprised of less than seven point five (**7.5**)hours in any pay period, except where such arrangements are requested by the employee.

**E-21**      Where the Employer requires nurses to work in another unit for any period of time during a shift, the following process will be followed:

- (a) The Employer will first ask for volunteers;



- (b) Where necessary, the Employer will utilize a process for rotating reverse seniority. The Employer will provide orientation to those nurses and to those units that are normally affected by these reassignments.

**ARTICLE F - PAID HOLIDAYS**

F-1 With reference to Article 15.01 the following shall be recognized as paid holidays:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Civic Holiday          |
| 2nd Monday in February | Labour Day             |
| Good Friday            | Thanksgiving Day       |
| Easter Monday          | 2nd Monday in November |
| Victoria Day           | Christmas Day          |
| Canada Day (July 1st)  | Boxing Day             |

F-2 In the event that a new statutory holiday is proclaimed by legislation, the second (2<sup>nd</sup>) Monday in February holiday shall be replaced by the new statutory holiday.

F-3 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of the hours worked fall within the holiday, shall be deemed to be worked on the holiday for the full period of the tour.

F-4 Where a nurse is scheduled to work on a weekend prior to any paid Holiday, as designated above, which falls on a Monday, she shall be scheduled on the Holiday.

Where a nurse is scheduled off on a weekend prior to any paid Holiday, as designated above, which falls on a Monday she shall be scheduled off on the Holiday.

F-5 Full-time Only

With reference to Article 15, lieu days off shall be taken on a day arranged between the nurse and the Hospital within sixty (60) calendar days before or after the date on which the holiday was observed. Such days off shall be scheduled where possible with a weekend off or at some other time by mutual agreement of the nurse and the Hospital.

**ARTICLE G – VACATIONS**

G-1 With reference to Article 16 for the purpose of calculating vacations and eligibility, the fiscal year shall be from April 1st in any year to March 31st in the following year.

G-2 Every effort will be made to grant vacation entitlement on successive weeks; however, it is agreed and understood that where the level of patient care may be adversely affected, it may not be possible to grant the fourth week consecutively.

G-3 A nurse may request vacation as a single day or combination of days for any day(s) of the week. Such requests shall not be unreasonably denied, it being

understood that the nurse must submit such request in writing to her immediate supervisor two (2) weeks in advance of the posting of the schedule.

G-4 Vacations will be scheduled at such time of the year as is found most suitable considering the wishes of both the nurses and the Hospital. However, they will be scheduled in such a manner as to provide a fair distribution of the number of people who are absent due to vacations. In special circumstances vacations may be scheduled over Christmas week. Employees with the greater length of service with the Hospital will have first choice of dates provided that they indicate their preference before April 1st. Vacation schedules shall be posted by May 1st annually.

G-5 The Hospital shall provide one weekend off and shall endeavour to provide two weekends off in conjunction with any vacation period of at least five (5) days.

G-6 Vacations will normally be taken in the period April 1st to March 31st.

G-7 Part-time Only

Part time nurses will receive their vacation pay, bi-weekly.

#### **ARTICLE H – GENERAL**

H-1 The employer agrees that nurses who attend any hospital committee meetings will receive payment at straight time.

H-2 Nurses will be paid bi-weekly.

H-3 The Hospital shall supply the Association, and post, an up-to-date copy of the seniority lists by June 15th and December 15th each year.

H-4 The Hospital shall provide four (4) bulletin boards for the use of the Association in posting notices of the Association to its members and other general information pertaining to Nursing. Notices of meetings and ONA notices can be posted in conference rooms in each unit. Such notices must have the approval of the Executive Director or his appointee and be signed by the President of the Association before posting. Approval will not be unreasonable withheld.

H-5 In accordance with Article 11.11 (c) the number of nurses who may be absent at any one time shall be not more than one per unit.

H-6 The Employer shall reimburse the nurse within twenty-four (24) hours, from the time the Unit Manager or designate confirms with payroll staff an error or omission caused by the Employer on her paycheque, when the amount exceeds one (1) tour or more. A tour for this purpose, equals 4 hours; 7.5 hours; and 11.25 hours.

H-7 The Employer shall provide each terminating employee with a letter stating her total hours worked and area of work, upon request.

## **ARTICLE I- JOB SHARING**

Pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply:

- I-1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- I-2 Total hours worked by the job sharer 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) nurses and the UNIT MANAGER of the unit.
- I-3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- I-4 Each job sharer may exchange shifts with her partner. She may exchange with other nurses only on scheduled tours off for the full time line.
- I-5 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- I-6 Coverage
  - (a) 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.
  - (b) Vacation, Maternity leave and other leaves pursuant to Article 11 of the Central Full-time and Part-time 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 partners shifts for the duration of the absence.
- I-7 Implem
  - (a) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
  - (b) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(c) Where two (2) full time nurses on one unit wish to job share one (1) position, neither half will be posted, providing this would create one (1) full time position to be posted and filled according to the collective agreement.

(d) If one of the job sharers leaves the arrangement her/his position will be posted. If there is no successful applicant the following applies:

If the remaining employee was previously full-time, she/he may elect to return to her/his full time status or she/he may elect to remain regular part-time. If there is no regular part time position available on the same unit, she or he shall exercise her/his layoff bumping rights to obtain a part time position and the shared position would then be posted as a full-time position.

If the remaining employee was previously part-time, she or he will return to her former status. If there is no part time position available on the same unit, she or he shall exercise her/his layoff bumping rights to obtain a part time position. The shared position would then revert to a full time position and be posted according to the collective agreement.

#### I-8 Discontinuation

Either party may discontinue an individual job-sharing arrangement with ninety (90) calendar 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 J - HEALTH AND SAFETY**

J-1 The Hospital will investigate and reimburse the nurse when there has been damage to personal property as a direct result from injury or assault in relation to providing direct patient care.

The Hospital will inform the Association within three (3) days of any nurse who has been assaulted while performing her or his work.

J-2 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on LTD by the 15th of each month.

J-3 Prior to any nurse returning to work on a modified/light/alternate work program, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and members of the local executive to discuss and implement a back to work program for the nurse.

J-4 The Employer agrees to supply the Union and the employee, upon request, with a copy of the Workers' Compensation Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at least twenty-four (24) hours prior to it

being sent to the Board. The Union shall be given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.

**SIGNING PAGE**

DATED at Guelph, Ontario this 25<sup>th</sup> day of May, 2002.

FOR THE EMPLOYER:

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
   
 

[Signature]  
Labour Relations Officer  
[Signature]  
[Signature]

**LETTER OF INTENT**

Between:

**GUELPH GENERAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Parking

The Guelph General Hospital will continue its policy of paid parking which is currently on the basis of the following rates:

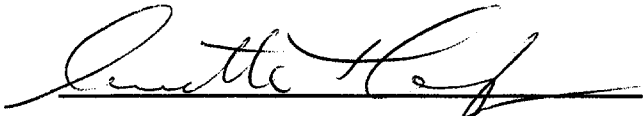
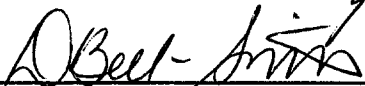

Two Dollars and Fifty Cents (\$2.50) per day or Thirteen Dollars (\$13.00) per pay period.




Prior to any changes in these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Association/Employer Committee. In the event the Employer changes the rates, the Association has the right to grieve.

Dated at Guelph, Ontario this 28<sup>th</sup> day of May, 2002.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

  
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 \_\_\_\_\_  
 Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

Between:

**GUELPH GENERAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Operating Room and PACU

STANDBY SCHEDULING

1. Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby, with the option to exchange.
2. Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.
3. A nurse may be assigned to remain available for duty on standby on her scheduled days off. Nurses who wish to utilize lieu time following standby duty will make their request prior to the schedule being posted.
4. Employees scheduled for standby shall be provided with beepers.
5. Standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
6. Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the employee.
7. Where an employee has been called in from standby and worked the hours after 2400 hours, such employee **will** not be required to work the day shift unless she or he does so by mutual agreement between the employee and the Hospital.
8. The Hospital will schedule standby so that a nurse shall not be required to standby more frequently than ~~sixty-seven~~.5 **(67.5)** hours out of every seven (7) weeks.
9. The Hospital shall schedule such that no nurse shall be required to undertake standby for longer than twelve (12) consecutive hours. Standby following an evening shift will not exceed 8.00 hours.
10. The Employer will continue to provide forty-eight **(48)** hours between the completion of the nurse's last night on call and the next scheduled day shift



\* Please note that this letter of understanding will take effect with the next schedule to be posted to begin the end of January 1997 and will expire with the expiry of this collective agreement. Evaluate after *six* months.

Dated at Guelph, Ontario this 27<sup>th</sup> <sup>May</sup> day of 2002.

FOR THE EMPLOYER:

FOR THE UNION:

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Asaban

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\_\_\_\_\_

Labour Relations Officer

\_\_\_\_\_

Mr. [Signature]

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## GUELPH GENERAL HOSPITAL AVAILABILITY SYSTEM GUIDELINES

### PROCEDURES:

1. Each unit will have a phone list of all nurses in order of seniority (based on the semi-annual seniority list) attached to the weekly availability sheets.
2. Part time nurses are required to fill in their availability at least two (2) weeks in advance.
3. When calling for a shift further than forty-eight (**48**) hours in advance, nurses will have until 10:00 a.m. the following day to confirm acceptance.
4. Nurses will be called for an available shift in order of seniority, if their names appear on the availability sheet for that shift. Regular part time first, then casual.
5. Individual nurses should fill in their own availability only. Changes to update availability will be accepted by phone.
6. If changes are made to your availability cross your name out and initial your change. Do not use white out or pencil. Ink only.
7. Part Time nurses must sign up for availability only on shifts where they would not incur a premium payment.
- a. Whoever is calling in staff for an available shift must document the calls.
9. If there is not a nurse available on the unit's availability sheet, other units will be called regarding their staff who have signed on their availability sheet. Nurses are to sign up for their availability on their home unit only.

**LETTER OF UNDERSTANDING**

Between:

**GUELPH GENERAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Scheduling Committee

The Hospital and the Union agree to create a joint working group to concentrate on creating viable schedules which support mutually agreed goals, identify barriers and opportunities within the scheduling provisions of the collective agreement.

The purpose of the working group is to:

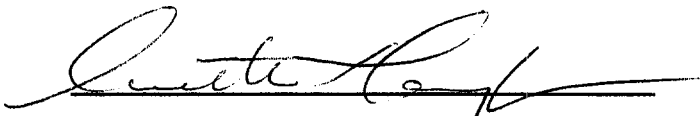
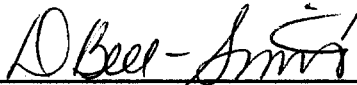
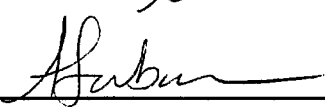
- focus on scheduling and hours of work provisions with a goal to improve quality of working life for nursing staff
- maximize the number of full time positions
- minimize potential premium pay costs
- review the "weekend worker" collective agreement language, and prepare appropriate information to support this initiative, for nurses who express an interest



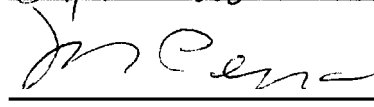
The working group will be comprised of 3 O.N.A Representatives, including the Bargaining Unit President and 3 Employer Representatives, including the V.P. Human Resources.

DATED at Guelph, Ontario this 28th day of May, 2002.

FOR THE EMPLOYER:

FOR THE UNION:

  
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 \_\_\_\_\_  
 Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

Between:

**GUELPH GENERAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Parking

The Hospital agrees to maintain its current practice of providing parking permits to those departments who have nurses on stand-by after their scheduled 3-11 shift. The permits enable nurses to access the reserved physician spaces, if available.

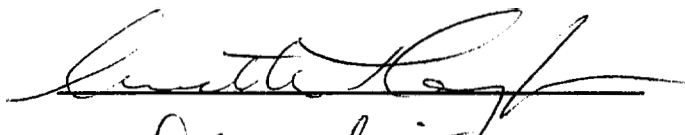
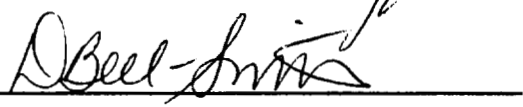
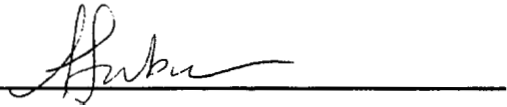
The Hospital and the Union reserve the right to re-open discussions related to this practice should that become necessary.

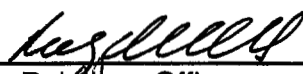
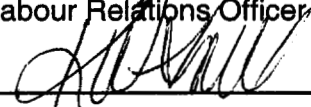

This Letter of Understanding will expire with the expiry of the current collective agreement.

DATED at Guelph, Ontario this 25th day of May, 2002.

FOR THE EMPLOYER:

FOR THE UNION:

  
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 Labour Relations Officer  
  
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