

COLLECTIVE AGREEMENT

Between:

CAMBRIDGE MEMORIAL HOSPITAL
(hereinafter referred to as "the Employer")

And:

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

Expiry: March 31, 2001.

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APPENDIX 3 – SALARY RATES**Registered Nurse**

	April 1, 1998	April 1, 1999	Effective date of Ratification	April 1, 2000
Start	18.67	19.04	20.00	20.50
1 Year	19.60	20.00	20.79	21.31
2 Years	20.38	20.79	21.88	22.43
3 Years	21.45	21.88	22.96	23.54
4 Years	22.51	22.96	24.05	24.66
5 Years	23.58	24.05	25.42	26.05
6 Years	24.92	25.42	26.77	27.44
7 Years	26.24	26.77	28.13	28.84
8 Years	27.58	28.13	29.51	30.24
9 Years	28.93	29.51		

**Employee Health Nurse (Part-Time)
Nurse Clinician**

	April 1, 1998	April 1, 1999	Effective date of Ratification	April 1, 2000
START				
1 Year				
2 Years				
3 Years	22.00	22.44	23.57	24.16
4 Years	23.11	23.57	24.68	25.30
5 Years	24.20	24.68	26.08	26.74
6 Years	25.57	26.08	27.49	28.17
7 Years	26.95	27.49	28.88	29.60
8 Years	28.31	28.88	30.28	31.03
9 Years	29.68	30.28		

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Union as the bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by Cambridge Memorial Hospital in the city of Cambridge, save and except Co-ordinators and Unit (Nursing) Managers, persons above the rank of Co-ordinators and Unit (Nursing) Managers and persons for whom any trade union held bargaining rights as of January 31, 1994.

ARTICLE B - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall discharge or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service and the location of **work**;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
- (e) introduce reasonable new practices or services, to expand, reduce; eliminate, change or modify present services and practices; to enter into contracts for buildings, repairs, equipment, supplies, materials and services;
- (f) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses.

B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement and the Hospital will exercise its rights reasonably and fairly.

RTIC C - REPRESENTATION AND COMMITTEES
of Full-Time and Part-Time

C-1 Nurse Representatives

There shall be twelve (12) nurse representatives, one (1) from each of the following areas:

- | | |
|-----------------------|--------------------------------|
| 1. Emergency | 7. Palliative/Oncology |
| 2. ICU | 8. Chronic Care |
| 3. Ambulatory Care | 9. Obstetrics |
| 4. Medicine | 10. Paediatrics |
| 5. In-Patient Surgery | 11. 2 others at the discretion |
| 6. OR/PACU/SDC | of the bargaining unit |

The Union will provide the Hospital with an updated list of representatives and Executives following elections.

C-2 Grievance Committee

There shall be a Grievance Committee of not more than three (3) nurses. Not more than one (1) representative will be from any one unit.

C-3 Hospital-Association Committee

There shall be a Hospital-Association Committee composed of three (3) nurses. The number of Hospital representatives shall not exceed the number of Union representatives.

C-4 Negotiating Committee

There shall be a Negotiating Committee of up to four (4) Union representatives. Not more than one (1) representative will be from any one (1) unit, unless staffing requirements permit.

C-5 Scheduling Committee

There shall be a Scheduling Committee of not more than three (3) nurses. Not more than one (1) representative will be from any one (1) unit. The number of Hospital representatives shall not exceed the number of Union representatives.

Employees who are members of this Committee shall be paid in accordance with Article 6.11

C-6 Interview

The interview of newly hired nurses as referred to in Article 5.06 will be conducted during the first day of the general Hospital orientation program. The Hospital will provide, in writing, the dates of general Hospital orientation on an annualized basis to the **Union**. The Hospital will endeavour to provide the name(s) of the newly hired nurse(s) to the Union prior to each meeting.

C-7 Professional Development Committee

There shall be a Professional Development Committee composed of three (3) nurses. The number of Hospital representatives shall not exceed the number of Union representatives.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

Inclusive of Full-Time and Part-Time

D-1 The leave of absence as set out in Article 11.02 of the Collective Agreement shall be given up to a total of ninety (90) days during any calendar year, subject to the following conditions:

- i) not more than four (4) nurses can be absent at any one time, and
- ii) subject to staffing requirements.

D-2 The Union will endeavour to provide written notice to the Employer at least four (4) weeks in advance of the desired leave days, setting out the names of the nurses requiring Union Leave and the duration of the leave.

D-3 The Bargaining Unit President shall have the option of working the day tour only to perform her/his Union duties.

ARTICLE E - HOURS OF WORK - SCHEDULING **F T**

Full-time and Part-time

E-1 Where the term "units" is used in Appendix 5 (other than bargaining unit), "units" are defined as:

- | | |
|----------------------------|------------------------------|
| ICU | Emergency |
| Mental Health Program | Day Hospital/Wellness Centre |
| Diabetic Education Program | Psychogeriatrics |
| Medicine | OR/PACU/SDC |
| Inpatient Surgery | Palliative |

Oncology
Paediatrics

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Chronic Care
OBS

At the request of either party, the parties will meet to discuss potential amendments of these units to be appropriate as the **changes/training** occurs.

E-2 There will be no split shifts.

E-3 There will be at least sixteen (16) hours off between shift changes. A shorter period of time off, not subject to premium payment, may be arranged upon by mutual agreement.

E-4 Full-Time

There will be at least forty-five (45) hours off when changing from night tour to any other tour, unless by request of, or agreed to, not subject to premium payment, by the nurse.

Part-Time

There will be at least twenty-four (24) hours off when changing **from** night tour to any other tour, unless by request of, or agreed to, not subject to premium payment, by the nurse.

E-5 1. Full-Time

A nurse shall be entitled to receive three (~~3~~) weekends off in six (6).

A weekend shall be defined as fifty-five (55) consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift.

A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and subsequent consecutive weekend, save and except:

- (a) such weekend has been worked by the nurse to satisfy specific days **off** requested by such nurse; or
- (b) such nurse has requested weekend work only; or
- (c) such weekend is worked as result of an exchange of shifts with another nurse.

2. Part-Time

A nurse shall be entitled to receive three (3) weekends off in six (6).

A weekend shall be defined as fifty-five consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift.

A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a fourth (4th) and subsequent consecutive weekend, save and except:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work only; or
- (c) such weekend is worked as a result of an exchange of shifts with another nurse.

E-6 Full-time and Regular Part-Time

A nurse requesting permanent evening or night tours may be scheduled to such, by mutual agreement between the nurse and the Hospital. A nurse requesting to terminate such an arrangement must make this request six (6) weeks in advance and such request will only be accepted by mutual agreement between the nurse and the Hospital, and will not be unreasonably denied.

The Hospital will give the nurse six (6) weeks notice of a change to, or termination of, a permanent tour arrangement.

E-7 Full-Time and Regular Part-Time

For nurses that regularly rotate tours, the Hospital will endeavour to schedule so that fifty percent (50%) of a nurse's shifts are day tours. When this is not possible, the nurses involved on a unit who rotate shall over a three (3) month period of time, each be scheduled the same number of day tours.

E-8 Full-Time and Part-Time

The Hospital will endeavour to provide five (5) consecutive days off at Christmas or New Year's. Christmas shall include December 24th, 25th, and 26th, and New Year's shall include December 31st and January 1. The master rotation will be waived from December 15th to January 10th of each year.

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The Hospital will endeavour to schedule Christmas and New Year's holidays so that nurses will not be required to work on Christmas or New Year's ~~two~~ (2) years in a row.

This provision shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays, or to nurses who are scheduled to receive both Christmas and New Year's off.

E-9 Full-Time and Part-Time

Requests for changes in posted time schedules must be submitted in writing and **co-signed** by a nurse willing to exchange days off or tours. It is understood that such change in tour initiated by the nurse and approved by the Hospital shall not result in any overtime or other premium payment.

E-10 The schedule will be posted two (2) weeks in advance to cover a six (6) week period. Requests for time off shall be submitted as per the Program protocol (i.e. in writing or e-mail) one (1) week prior to the posting of the schedule. Requests not submitted within this time frame shall be granted providing availability of relief staff. Nurses shall not allocate unwanted shifts to other nurses.

E-11 Full-Time and Part-Time

The scheduling of meal periods and relief periods for each nurse shall be determined by the care requirements of the Unit.

E-12 Regular Part-time Commitment

A nurse who makes a commitment to be available on a regular ~~pre-determined~~ basis shall be classified as a Regular Part-time nurse.

Category "A"

The terms of Category "A" regular part-time commitment are:

- i) available to work three (3) weekends out of six (6)
- ii) available to work all shifts
- iii) available to work at least seven 7.5 hour tours, or five (5) extended tours, or a combination of tours up to a total of 52.5 hours, every ~~two~~ (2) weeks
- iv) available to work as scheduled over either Christmas or New Year's period subject to Article E-7

* There will be no further recruitment into Category "A".

Category "B"

The terms of Category "B" regular part-time are:

- i) available to work three (3) weekends out of six (6)
- ii) available to work all shifts
- iii) available to work at least four (4) 7.5 hour tours, or three (3) extended tours, or a combination of tours up to a total of 30 hours, every two (2) weeks (unless otherwise stated in the most recent employment offer letter)
- iv) available to work as scheduled over either Christmas or New Year's period subject to Article E-7.

The commitment that a Category "A" or Category "B" regular Part-time nurse must make as specified herein is no guarantee that the nurse will be scheduled to work according to this commitment nor is it a restriction on the nurse as to the maximum time worked. Further, the simple making of a commitment does not automatically transform a casual nurse into a regular part-time nurse.

E-13 A Casual Part-time nurse is one who is called into work on an ad hoc basis.

E-14 All Category "A" regular part-time nurses on the unit shall be scheduled up to their committed hours before any Category "B" regular part-time nurses on the unit are utilized. All Category "B" regular part-time nurses on the unit shall be scheduled up to their committed hours before any casual part-time nurses on the unit are utilized.

Where extra tours become available (subject to Article 10.09), the Hospital will first offer them on the basis of seniority to regular part-time nurses on the unit providing no regular part-time nurse on the unit will exceed her commitment as a result of being offered such extra tours where there are other regular part-time nurses on the unit who have not been offered their commitment of shifts.

Where all regular part-time nurses on the unit have been given the opportunity to work up to their committed hours, the Hospital will then offer extra tours (subject to Article 10.09) to regular part-time nurses on the unit on the basis of seniority and; where no regular part-time nurse on the unit is willing to perform the available work, to casual part-time nurses on the unit on the basis of seniority.

When regular part-time nurses are cancelled and the same hours of work or the majority of the same hours of work become available during the same shift, the cancelled regular part-time nurses shall be offered the hours of work according to seniority. If these nurses are no longer available or unable to accept these hours, such hours shall be offered to regular part-time nurses as above paragraphs.

E-15 Entitlement to lieu time off as provided for in Article 14.09 of the Central Agreement shall be scheduled at a mutually agreeable time within one hundred and twenty (120) days.

E-16 Full-time and Part-time

- (a) For the purpose of Article 14.10:
 - i) the evening shift is defined as 1500 hours to 2300 hours;
 - ii) the night shift is defined as 2300 hours to 0700 hours.
- (b) For the purpose of Article 14.15 of the Central Agreement, it is agreed that definition for the hours of the weekend shall be from 2300 hours Friday to 2300 hours Sunday.

E-17 Full-Time and Part-Time

A nurse who is going to be ~~off~~ duty due to illness or absence is expected to notify the designated area promptly and give sufficient notice of the expected date of return.

When reporting off duty:

- (a) For the evening or night tour it is expected that a call reach the designated area four (4) hours in advance.
- (b) For the day tour a call is acceptable as late as forty-five (45) minutes before the start of her tour as it is recognized that a nurse may find upon waking that she ~~is~~ not fit to report for duty.

E-18 Flexible Hours

Nurses working in the Mental Health Program, Psychogeriatric Clinic, Surgical Day Care, Day Hospital/Wellness Centre, OBS, OR, PACU, or as Clinicians shall continue in their scheduling pattern of flexible hours.

- (a) Such nurses will not be entitled to premium payment when their flexible hours result in less than sixteen (16) hours off between shifts, unless they are required to work more than ~~seventy-five~~ (75) hours in a two (2) week period.
- (b) Nurses in the Mental Health Program will not be entitled to overtime payment unless their flexible hours result in more than ~~seventy-five~~ (75) hours in a two (2) week period.

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- (c) Nurses in the Mental Health Program may be requested to work a split shift.

The above arrangements are made by mutual agreement between the nurse and the Hospital.

E-19 Tours of less than 7.5 Hours

Where a part-time nurse(s) is required 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 7.5 hours to a minimum.
- (b) Nurses working shifts comprised of less than 7.5 hours shall be granted the appropriate paid rest period.
- (c) No part-time nurse 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 nurse.
- (d) Nurses working tours comprised of less than 7.5 hours shall not be scheduled to work more than five (5) consecutive tours.

E-20 Standby

- (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating standby assignments on any unit. Problems with standby shall be discussed at Scheduling Committee if they occur following implementation.
- (b) Scheduled standby assignments will be distributed equitably amongst the nurses with the appropriate skill set in any unit utilizing standby.
- (c) Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.
- (d) A nurse will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the nurse and the Hospital.
- (e) Nurses will not be scheduled for standby when on vacation.
- (f) Nurses scheduled for standby shall be provided with appropriate communication device e.g. beeper, cellular telephone at the Employer's expense. Each unit shall develop reasonable response times for calls.

- (g) Standby schedules will not be reassigned without personal notification.
- (h) When a nurse has been called in from standby and has worked after 2400 hours; such nurse will not be required to work the next day or evening shift unless she or he does so by mutual agreement.

E-21 Reassignment of staff in accordance with 10.07

If the Hospital has determined that a reassignment of a nurse is necessary in a Unit, the following will apply in accordance with Article 10.07 (a):

- (a) Nurses on the unit on the shift to be reassigned will be asked if anyone is interested in volunteering for the reassignment. If only one nurse volunteers, she will be reassigned. If more than one nurse volunteers for reassignment, the senior nurse on the Unit volunteering will be reassigned. Reassignment is subject to (c) below.
- (b) If no nurses on the Unit on the shift to be reassigned have volunteered for reassignment, then the most junior nurse on that Unit on that shift shall be reassigned subject to (c) below.
- (c) In accordance with Article 10.06 (g) of the Collective Agreement, it is understood that nurses who volunteer or who are designated for reassignment, will only be reassigned if they are qualified to perform the available work in the Unit or area where the reassignment is to occur. If the nurse who volunteers or who is the most junior on the Unit is not qualified to perform the available work in the Unit or areas where the reassignment is to occur, then the next volunteer (if any) or the next most junior will be designated for reassignment.

ARTICLE F - PAID HOLIDAYS

F-1 Full-Time and Part-Time

Effective January 1, 2001, the following shall be recognized as paid holidays:

New Years' Day	Civic Holiday
3 rd Monday in February	Labour Day
Good Friday'	Thanksgiving Day
Victoria Day	Remembrance Day
1 st Monday in June	Christmas Day
Canada Day	Boxing Day

F-2 For the purposes of Article 15.05 of the Central Agreement it is agreed that a paid holiday will commence at 2300 hours of the day preceding the paid holiday and end at 2300 hours of the paid holiday.

F-3 Full-Time

Lieu days as provided for in Article 15 (Full-Time) shall be scheduled within forty-five (45) calendar days prior to or following such holiday at a mutually agreeable time. Where a lieu day is taken in advance of the holiday and the nurse does **not** work the holiday, the lieu day will be applied to the next eligible holiday worked.

F-4 Full-Time

A nurse who is scheduled off on a weekend to which a paid holiday is attached shall also be scheduled off on the paid holiday. Conversely, a nurse who is scheduled to work on the weekend to which a paid holiday is attached may be scheduled to work on the paid holiday if required by the efficient operation of the hospital.

ARTICLE G - VACATIONS

G-1 A nurse is able to request vacation days accrued to her credit. Conversely, a nurse shall not avail herself of vacation not yet accrued to her credit.

G-2 Full-Time

A nurse's vacation bank may at no time exceed one and one-half (1½) times her annual vacation entitlement.

G-3 Full-Time

If requested by a nurse, vacation pay will only be available in advance if the nurse concerned will be absent on vacation on the next or subsequent consecutive pay days. The Hospital agrees that when pay is made available under the above conditions, such pay shall be for a regular two (2) week pay period.

G-4 Full-Time and Regular Part-Time

Vacation lists shall be posted not later than March 1st of each year for the entire vacation year commencing June 1st to May 31st and shall remain posted until April 1st in order to give nurses an opportunity to record vacation preferences. Vacation lists shall be withdrawn on April 1st and finalized vacation approvals will be posted not later than April 30th. Nurses shall be given preference with respect to vacation period in accordance with seniority. Requests received after April 1st or requests for changes in the posted schedule must be in writing, and submitted at least four

L13

(4) weeks prior to the commencement of the period requested, and will be scheduled on a first come, first served basis.

Vacation quotas for full-time and part-time ~~nurses~~ will be separate.

The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital.

If a regular part-time nurse does not submit her vacation preference by October 1st, then the Hospital reserves the right to schedule vacation time on the basis of departmental convenience.

G-5 Full-Time and Part-Time

It is **recognized** that the fourth, **fifth** and sixth weeks of vacation may not necessarily be consecutive to the first three weeks of vacation.

G-6 Full-Time and Part-Time

A nurse may request individual vacation days such that they do not exceed one (1) week in total of the nurse's entitlement, unless mutually agreed. Individual days may include Saturdays and Sundays subject to the staffing requirements of the Hospital. All requests received at least three (3) weeks prior to the requested vacation day off shall not have the day unreasonably denied and shall receive approval no later than two (2) weeks prior to the requested day.

G-7 Full-Time and Part-Time

Before going on vacation, a nurse shall establish with her immediate supervisor the date and time on which she is scheduled to resume duty if the schedule has not been posted for such a date. In the event that this day is subsequently changed by the Hospital it shall be the Hospital's responsibility to notify the nurse accordingly.

G-8 Full-Time and Part-Time

The Hospital will endeavour to schedule the weekend off prior to the commencement of a 5 day or longer vacation.

G-9 A nurse may cancel her or his scheduled vacation up to one week prior to the posting of the unit schedule, unless otherwise agreed to by the Hospital.

ARTICLE H - PREPAID LEAVEFull-Time and Part-Time

- H-1 The prepaid leave provisions as set out in Article 11.11 of the Collective Agreement shall apply provided the overall total does not exceed ten (10) nurses at any one time and no more than one (1) at any one time in any one unit.

I - WORKER'S TERM DISABILITY/RETURN TO WORKFull-Time and Part-Time

- I-1 (a) The Hospital will notify the Bargaining Unit President of the names of all bargaining unit members who go off work due to a work related injury or when off work on LTD, a list will be provided monthly.
- (b) When it has been medically determined that a nurse is unable to return, to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Bargaining Unit President or designate and the nurse to discuss the circumstances surrounding the possibility of suitable work.
- (c) The Hospital agrees to provide the nurse and the Union with a copy of the WSI Board Form 7 at the same time as it is sent to the Board.

ARTICLE J - MISCELLANEOUSFull-Time and Part-Time

- J-1 The Employer will provide bulletin board space on each unit for the posting of notices regarding meetings and other matters restricted to Union materials. All such notices will be signed by a member of the Union executive and a copy will be provided to the Hospital prior to being posted. The Union will be provided with a key to the applicable bulletin board.
- J-2 Separate seniority lists for Full-Time and Part-Time nurses will be posted in April and October of each year.
- J-3 For efficient replacement of staff, nurses will endeavour to submit to their Program Manager, four (4) weeks notice, in writing, of intent to resign.
- J-4 Errors in a nurse's pay cheque which amounts to 7.5 hours of pay or more shall be paid to the nurse, at the nurse's request, within four (4) working days, excluding Saturdays, Sundays, and Holidays.

L15

- J-5 Full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses as per Article 10.06 (d).
- J-6 The Hospital will provide the bargaining unit with an e-mail address including all bargaining unit members.
- J-7 The Hospital will institute a process to have the meal allowance available for nurses twenty-four (24) hours per day in accordance with Article 14.14.

ARTICLE K - EXTENDED TOURS

Full-Time and Part-Time

- K-1 It is recognized that extended tours of 11.25 hours are worked within the Hospital.

Introduction and Discontinuation of Extended Tours

- (a) Extended tours may be introduced on a nursing unit when:
 - i) seventy-five percent (75%) of the nurses voting so indicate by secret ballot conducted by the Union and the Hospital; and
 - ii) the schedule meets the scheduling requirements of Article E and K-3 of the Collective Agreement.
 - iii) the Hospital agrees to implement the extended tours as requested, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) There will be a trial period of a minimum of six (6) months to assess the feasibility of the continuation of the extended tours. A vote conducted by the Union and the Hospital will take place to determine the nurses' acceptance of the extended tours. Such tours shall continue when seventy-five percent (75%) of the nurses voting so indicate.
- (c) Extended tours may be discontinued on any unit when:
 - i) ~~fifty~~ percent (50%) of the nurses voting so indicate by secret ballot; or
 - ii) the Hospital because of
 - a) adverse effects on patient care, or
 - b) inability to provide a workable staffing schedule, or

L16

- c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the extended tour in the schedule.

- (d) When written notice of discontinuation is given by either party in accordance with (c) 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 extended tour will be discontinued, affected nurses shall be given six (6) weeks notice before the schedules are so amended.

K-2

The formulation of work schedules will follow Article E, except as follows:

- (a) Nurses will not be scheduled to work more than three (3) consecutive tours.
- (b) The employer shall schedule at least ~~forty-eight~~ (48) hours off following a night tour unless otherwise agreed to by the nurse. Where this provision is not met, the nurse will be paid in accordance with Article 14.03 for all time worked within the ~~forty-eight~~ (48) hour period.
- (c) A nurse shall be entitled to receive three (3) weekends off in six (6). The Hospital will endeavour to continue its current practice of scheduling every other weekend off for full-time nurses.

A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and subsequent consecutive weekend, save and except:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as result of an exchange of shifts with another nurse.
- (d) The Employer will schedule not less than twenty-four (24) hours from the start of a shift to the commencement of the next shift.

K-3

Lieu days as provided for in Article 15 (Full-Time) shall be scheduled within ninety (90) days following such holiday at a mutually agreeable time.

K-4 Local Article F-4 shall not apply.

ARTICLE L B RII AND ALTERNATE FOR SCHEDULES

- L-1 Recognizing that some employees desire a more flexible working arrangement than is currently provided in the Collective Agreement and pursuant to Article 20.01 of the Central Collective Agreement, the parties agree to the following terms and conditions and scheduling regulations for Job Sharing:
- (a) All such positions shall be considered full-time. Posted schedules for job sharers will be identical to the rotation for the full-time nurses they replace and will be shared equally.
 - (b) Job sharers shall be treated as regular part-time employees for all purposes, with the exception of scheduling.
- L-2
- (a) The Hospital reserves the right to determine the number of job shared positions in each unit.
 - (b) Individuals who are presently working full-time and wish to make application to job share shall do so to the Program Manager. The applicant's portion of the position will not be posted but the remainder of the original position shall be posted as per Article 10.06 of the Central Collective Agreement.
 - (c) If more nurses in an area make application to job share in that area than is acceptable to the Hospital, the decision of which jobs are to be job shared shall be based on seniority.
 - (d) The selection process for applicants to the posted position shall be in accordance with the Central Collective Agreement - Article 10.06. Job sharing partners shall have a trial period established according to Article 10.06 (c) of the Collective Agreement.
 - (e) Where the job sharing arrangement arises out of the filling of a vacant full-time position (following the job posting procedure to when the parties agree to implement job sharing in a vacant full-time position prior to posting of such), both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement - Article 10.06.
 - (f) If one of the job sharers terminates their position or transfers to a different position, the posting of such vacancy will be as per the Central Collective Agreement Article 10.06.

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- (g) If a full-time position which is job shared reverts to a non-shared full-time position, then the job sharing nurse, if she wishes the full-time position, must make application for that full-time position as per the Central Collective Agreement, unless she was the incumbent of that original full-time position in which case she will receive the position and it shall not be posted.

L-3

- (a) Job sharers will have the option of determining between themselves which portion of the rotation they will work including which partner will work on scheduled holidays; however, this determination must be made before the schedule is posted. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must be as provided in the Collective Agreement.
- (b) It is expected that both job sharers will cover each other's incidental illnesses and vacation. When job sharers agree to cover each other's vacation, the vacation will not be counted as part of the vacation quota. If, because of unavoidable circumstances, one cannot cover the other, the Program Manager or designate must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment. Job sharers can only be offered additional tours when no other regular part-time nurse is available.

- (c) 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 able to cover the entire leave of absence she or he must inform the Program Manager or designate 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 temporary vacancy will be filled as per the Collective Agreement.

- (d) The Hospital will endeavour to provide five (5) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be required to work over New Year's and vice versa,

L19

unless mutually agreed otherwise. Should nurses be assigned to work either Christmas or New Year's, they will be expected to return to work on at least five (5) consecutive days, if required for normal tours, and at least three (3) consecutive days for extended tours, if required. Where job sharers request to work Christmas or New Year's or request to have either off and a conflict exists, then seniority shall be the deciding factor.

- (e) Each job sharer may exchange shifts with her or his partner as well as other nurses as provided by the Collective Agreement. A job sharer may exchange with nurses other than her or his partner only on scheduled tours off for the full-time line.

L-4

- (a) The Hospital may at its' discretion discontinue individual job sharing positions for valid reasons with six (6) weeks notice to the job sharing employee(s).
- (b) Prior to discontinuation of any job sharing position(s), problems shall be referred to the Hospital-Association Committee for resolution.
- (c) Job Sharing shall be implemented as per this agreement and it shall have a trial period of twelve (12) months. There shall be an ongoing review of Job Sharing at the Hospital-Association Committee meetings.

The results shall be reviewed at a Hospital-Association meeting prior to the expiration of the trial period at ten (10) months.

- (d) Should a permanent job sharing arrangement not be established at this time, nurses in the job shared positions shall revert to their former positions.

L-5

Alternate Work Schedules

Recognizing that some nurse's desire alternate work schedules and pursuant to Article 13.03 and 13.04, the parties agree to the following terms and conditions for Innovative Unit Scheduling and Unit Weekend Scheduling:

- (a) Individuals who are presently working full-time and wish to make application to an alternate work schedule shall do so to the Program Manager. The Program Manager will review the request and will forward the request to the Scheduling Committee along with her/his recommendation for approval or denial. No request will be unreasonably denied.
- (b) If more nurses in an area make application to work alternate work schedules in that area than is feasible, the decision of which jobs are to be worked on an alternate work schedule shall be based on seniority.

L20

- (c) Alternate work schedules shall be implemented, as per this agreement and shall have a trial period of six (6) months. There shall be an ongoing review of alternate work schedules at the Scheduling Committee meetings.
- (d) The Hospital and/or the Scheduling Committee and the nurse may discontinue the alternate work schedule with ~~six-(6)~~ six (6) weeks notice. Prior to discontinuation of any alternate work schedule, problems shall be referred to the Scheduling Committee for resolution.
- (e) If the nurse terminates their position or transfers to a different position, the posting of such vacancy will be as per the Central Collective Agreement Article 10.06.

L-6

Scheduling Guidelines – Hybrid Schedule

- (a) For purposes of this article, Hybrid Schedule is defined as one that results in nurses working extended tours (11.25 hour tours) and/or normal tours (7.5 hour tours) within the scheduling period. For purposes of Hybrid Scheduling, full-time will work extended tours or normal hours and part-time will work extended tours, normal hours or a combination thereof.
- (b) The Hybrid Schedule may be introduced into any unit when:
 - i) Seventy-five percent (75%) of the full-time and regular part-time nurses specifically assigned to such units so indicate by secret ballot; and,
 - ii) The Hospital agrees to implement the schedule shift in the unit. It is understood that such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner.
- (c) The Hybrid Schedule may be discontinued in any unit when:
 - i) Seventy-five percent (75%) of the full-time and regular part-time nurses specifically assigned to such unit so indicate by secret ballot; or
 - ii) The Hospital determines that the schedule
 - (a) Causes adverse effects on patient care; or
 - (b) Results in the inability to provide a workable staffing schedule; or
 - (c) Results in other undesirable outcomes that are neither unreasonable nor arbitrary.

- (d) The secret ballot referred to above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.
- (e) If the Hybrid Schedule in a unit is discontinued in accordance with **G.14 (b)** above, it is agreed that:
 - i) The parties shall meet within **two (2)** weeks of the decision to discontinue the extended shift in such unit to review the decision, and
 - ii) The affected unit shall be given six (6) weeks notice before the schedules are so amended.
- (9) In reference to Article **14.12**, tours scheduled and days off will be posted **two (2)** weeks in advance to cover a six (6) week period. It is understood that exchanges can occur between full-time and part-time nurses.
- (g) A nurse working a Hybrid Schedule shall be scheduled off on alternate weekends. A nurse will receive premium payment as per Article **14.03** for all hours worked on a second consecutive or subsequent weekend save and except where:
 - i) The weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) The weekend is worked as a result of an exchange of tours with another nurse: or
 - iii) The nurse has requested weekend work only.
- (h) For the purposes of this section, a weekend shall be defined as any period of fifty-six (56) consecutive hours off work that includes Saturday and Sunday.
- (i) No more than four **(4)** consecutive shifts **(8 or 12 hours)** shall be scheduled without a day off. Should a nurse work more than four **(4)** consecutive shifts, she/he shall receive premium payment as per Article 14.03 for all hours worked on the fifth and subsequent shifts except where:
 - i) the fifth (5th) shift is worked by the nurse to satisfy specific days off;
 - ii) the fifth (5th) shift is worked as a result of an exchange of tours with another nurse.

L22

- (j) The Hospital shall schedule at least forty-eight (48) hours off following the night shift when switched to a different tour.
- (k) Employees shall not be scheduled to change shifts more than twice in any week.
- (l) Employees shall not be scheduled for single days off more than once in a pay period.
- (m) Except where amended above, the schedule will meet the scheduling requirements of Article E.

ARTICLE M – VIOLENCE IN THE WORKPLACE

- M-1 (a) The Hospital has zero tolerance for violence in the workplace. Zero tolerance for violence includes all acts of physical violence or verbally abusive behaviour (e.g. name calling or swearing).
- (b) Violence is defined as any act of aggression, verbal or physical assault or threat. Assault is defined under Section 265 of the Criminal Code of Canada.
- (c) Any nurse who has suffered violence or threat of violence should report this to the police as appropriate and to their immediate supervisor.
- (d) Any nurse who suffers violence in the workplace will complete an employee unusual occurrence form and submit it to their immediate supervisor who will forward the document to the Risk Manager of the Hospital for follow up with the Occupational Health and Safety Committee and the Union's representative.
- (e) When a nurse, in the exercise of their duties, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prosthesis), the Hospital shall provide, replace or repair upon claim by the employee to their supervisor their personal belonging.

Dated at Cambridge Ontario, this 10 day of October 2000.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]

Labour Relations Officer

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L OF I ANDING

Between:

CAMBRIDGE MEMORIAL HOSPITAL

And:

ONTARIO NURSES, ASSOCIATION

The Hospital and the Union have come to the following agreement with regards to the lay off of regular part-time employees at Cambridge Memorial Hospital:

1. To meet scheduling demands and agreed to local issues, the Hospital has the right to lay-off category A and category B regular part-time employees by category (in reverse order of seniority). Where category A part-time nurses are more senior the Hospital will endeavour to maintain as many such category A nurses as possible within the master schedule.
2. A category A part-time employee may bump a less senior category B part-time employee, providing they meet the requirements set out in Article 10 of the Central agreement. A category A nurse making such a "bump" will be affected as follows:
The Nurse will:
 - i) maintain those benefits awarded to her consistent with the outstanding Burkett Arbitration on this issue,
 - ii) meet the terms of a category B part-time employee as defined in local issues E-13, however, where extra tours become available she will be offered them up to her .7 commitment as her previous category A status prior to Article 10.09 (B) and (C) being invoked.
 - iii) have recall back to a category A part-time position should such a position become vacant within twenty-four (24) months. Recall will be offered as per the Central language.
3. A category B part-time nurse may bump a category A part-time nurse, however, will only retain the rights of a category B part-time nurse.

Dated at Cambidge, Ontario, this ^{L25} 10 day of October, 2000.

FOR THE EMPLOYER

[Signature]

[Signature]

M. O. [Signature]

FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

J. Cartwright

[Signature]

[Signature]

1 OF UNDERSTANDING

Between:

CAMBRIDGE MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

The Hospital will make available locked space appropriate for sleeping for nurses scheduled for standby.

Dated at Cambridge, Ontario, this 10 day of October, 2000.

FOR THE EMPLOYER

[Signature]

[Signature]

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FOR THE UNION

[Signature]
Labour Relations Officer

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L27
LETTER OF UNDERSTANDING

Between:

CAMBRIDGE MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

RE: Scrubs

The Hospital will continue its current practice of supplying scrubs to nurses working in the Surgical Suite, OB, and any other areas where **scrubs** are required by the Hospital for Infection Control reasons.

Dated at Cambridge, Ontario, this 10 day of October; 2000.

FOR THE EMPLOYER

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FOR THE UNION

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Labour Relations Officer
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LETTER OF UNDERSTANDING

Between:

CAMBRIDGE MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Pilot Project for Part-Time Scheduling and Utilization of Availability Calendars

The parties agree that the Scheduling Committee will, during the term of this Collective Agreement, develop an availability calendar to be utilized in conjunction with Article E-14. Calendars will be utilized to document availability for additional shifts available above the commitment.

This calendar will be trialed on one unit for six months. The Scheduling Committee will monitor the Pilot Project and determine its effectiveness for potential hospital-wide implementation.

Dated at Cambridge, Ontario, this 10 day of October, 2000.

FOR THE EMPLOYER

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FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]
Sam Jensen
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