

COLLECTIVE AGREEMENT

Between:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL
(Hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")

Expiry Date: March 31, 2001

Dated at ST-THOMAS , Ontario, this 29th day of DECEMBER 2000.

FOR THE EMPLOYER

Maur Bedeh
K. Kuntze

FOR THE UNION

M. Allen
Labour Relations Officer _____
John Day
Judy Frank-McEwen

Gary Boehm
Anne Walker

APPENDIX 3

SALARY SCHEDULES

		April 1 <u>1998</u>	April 1 <u>1999</u>	Jan. 31 <u>2000</u>	April 1 <u>2000</u>
<u>Registered Nurse</u>					
Start	Hourly	18.67	19.04	20.00	20.50
	Monthly	3033.88	3094.00	3250.00	3331.25
1 Year	Hourly	19.60	20.00	20.79	21.31
	Monthly	3185.00	3250.00	3378.38	3462.88
2 Years	Hourly	20.38	20.79	21.88	22.43
	Monthly	3311.75	3378.38	3555.50	3644.88
3 Years	Hourly	21.45	21.88	22.96	23.54
	Monthly	3485.63	3555.50	3731.00	3825.25
4 Years	Hourly	22.51	22.96	24.05	24.66
	Monthly	3657.88	3731.00	3908.13	4007.25
5 Years	Hourly	23.58	24.05	25.42	26.05
	Monthly	3831.75	3908.13	4130.75	4233.13
6 Years	Hourly	24.92	25.42	26.77	27.44
	Monthly	4049.50	4130.75	4350.13	4459.00
7 Years	Hourly	26.24	26.77	28.13	28.84
	Monthly	4264.00	4350.13	4571.13	4686.50
8 Years	Hourly	27.58	28.13	29.51	30.24
	Monthly	4481.75	4571.13	4795.38	4914.00
9 Years	Hourly	28.93	29.51	--	--
	Monthly	4701.13	4795.38	--	--

APPENDIX 3

SALARY SCHEDULE

		April 1 <u>1998</u>	April 1 <u>1999</u>	Jan. 31 <u>2000</u>	April 1 <u>2000</u>
<u>Graduate Nurse</u>					
Start	Hourly	17.84	18.20	19.11	19.58
	Monthly	2899.59	2957.05	3104.58	3182.19
1 Year	Hourly	18.72	19.11	19.82	20.32
	Monthly	3042.49	3104.58	3221.12	3301.69
2 Years	Hourly	19.43	19.82	20.84	21.36
	Monthly	3157.60	3221.12	3386.43	3471.46
3 Years	Hourly	20.43	20.84	21.84	22.39
	Monthly	3319.88	3386.43	3548.42	3638.06
4 Years	Hourly	21.41	21.84	22.82	23.40
	Monthly	3478.88	3548.42	3708.66	3802.73
5 Years	Hourly	22.38	22.82	24.08	24.67
	Monthly	3636.18	3708.66	3912.63	4009.60
6 Years	Hourly	23.60	24.08	25.15	25.78
	Monthly	3835.67	3912.63	4086.38	4188.65
7 Years	Hourly	24.65	25.15	26.43	27.10
	Monthly	4005.48	4086.38	4295.57	4403.99
8 Years	Hourly	25.92	26.43	--	--
	Monthly	4211.59	4295.57	--	--

APPENDIX 4

SUPERIOR CONDITIONS

In accordance with the NOTE under Article 16.01 of the Collective Agreement.

Nurses in the bargaining unit who were, as of October 23, 1981, already enjoying a five (5) week vacation entitlement based upon having completed fourteen (14) or more years of continuous service by April 30, 1981, shall continue to receive such vacation entitlement while employed by the Hospital.

APPENDIX 5

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ARTICLE A – RECOGNITION

- A-1** The Hospital recognizes the Union as the sole and exclusive Bargaining Agent for all Registered and Graduate Nurses employed by the Hospital on a regular basis engaged in a nursing capacity, save and except Head Nurses, those persons above the rank of Head Nurse, In-service Nurses, Health Nurses, and Infection Control Officers, and other persons excluded by Certificate of the Ontario Labour Relations Board dated December 16, 1974.
- A-2** The word "Employees" when used throughout this Agreement shall mean persons included in the above described Bargaining Unit. Part-time employees covered by this Agreement shall be divided into ~~two~~ classifications designated "Regular Part-time" and "Casual Part-time".
- A-3** FOR PART-TIME EMPLOYEES:
- In accordance with Article 2.04 the predetermined basis upon which the commitment of a Regular Part-Time Employee to be available is made shall be as follows:
- (a) Available on a predetermined scheduled basis for at least six ~~(6)~~ tours per bi-weekly pay period in the case of regular tours or at least four (4) tours per bi-weekly pay period in the case of extended tours.
 - (b) Available for work either one (1) weekend in ~~two~~ (2) or three (3) weekends in six (6) as required by the Hospital.
 - (c) Available for all shifts provided, however, it is understood that in respect of present regular part time employees who as of September 2, 1986 are working one or ~~two~~ shifts only as opposed to all shifts, their commitment with respect to shifts will continue as is.
 - (d) Available for work as scheduled on any shift, either:
 - i) on December 24th and December 25th, or
 - ii) on December 31st and January 1st.
 - (e) Available for work on at least four (4) additional Hospital Holidays during the year.
- A-4** "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the Bargaining Unit.
- A-5** A part-time employee who accepts a tour is expected to work the tour.

ARTICLE B - RESERVATION OF HOSPITAL NA INCTIONS

B- 1 The Union recognizes 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 and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance in accordance with Article 7.06 and dealt with as hereinafter provided;
- (c) Determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (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, the service to be performed and the methods, procedures and equipment in connection therewith;
- (e) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - UNION REPRESENTATION

C-1 The Hospital acknowledges the right of the Union to appoint or otherwise select a total of eleven (11) employee representatives from the full-time and part-time bargaining units to assist employees in the presentation of grievances.

C-2 It is understood that in dealing with grievances, the Hospital will meet with a Grievance Committee of three (3) employees. This Committee shall operate for part-time employees also provided there may be a part-time employee representative substituted for one of the regular members of such Committee.

C-3 The Hospital agrees to recognize a Negotiating Committee of not more than four (4) employees who are covered by this Agreement.

C-4 The Hospital-Association Committee will be composed of three (3) representatives of the Union (one (1) of whom may be a part-time employee) and three (3) representatives of the Hospital. The dates for the Hospital-Association meetings

shall be set at the beginning of each year by the Committee. If there is no agenda, the meeting will be cancelled.

- e-5 The Professional Development Committee will be composed of four **(4)** representatives of the Association, Bargaining Unit President or designate and a staff representative from CCC, Med/Surg and Speciality areas and four **(4)** representatives of the Hospital, CNO or designate, Human Resources, clinical manager and Organizational Development consultant. The dates for the committee will be set at the beginning of each year by the committee. If there is no agenda the meeting will be cancelled. The Chair and record keeping will be decided by the committee. The first meeting will be held within two **(2)** months following ratification.

ARTICLE D - UNION INTERVIEW

- D-1 The interview opportunity will be during a new employee's orientation period. The interview will take place on the Employer's premises in a room designated by the Employer.

ARTICLE E – SENIORITY

- E-1 A copy of the seniority lists will be filed with the Union semi-annually, by February 1st and August 1st that will be current to January 1st and July 1st of the same year. The list for Regular Part-time and Casual Part-time will be current to the end of the pay period immediately preceding January 1 and July 1.

ARTICLE F - UNION LEAVE

- F-1 The Hospital agrees to grant leave of absence to attend Union business including conferences and conventions up to a total of seventy-five **(75)** days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than four **(4)** employees shall be absent on such leave at any one time and not more than two **(2)** employees from any one unit at any one time.
- F-2 When possible, meetings that require Bargaining Unit President's or designate's attendance will be held on his/her scheduled shift and he/she would be adequately replaced. Where not possible the Hospital will pay the Bargaining Unit President or designate for hours spent at such meetings at straight time.

ARTICLE G - ~~ST~~ SCHEDULING REGULATIONS

- G-1 The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules, although it is recognized by the Union that it has not always been and may not always be possible to attain these objectives.
- (a) Schedules will be posted no less than ten (10) days in advance and shall cover no less than a six (6) week period. Request for change in posted time

schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty and shall be subject to approval in writing by the Hospital. It is understood that such exchanges must take place within a six **(6)** month period. In any event, it is understood that such a tour of duty initiated by the employee shall not result in overtime compensation or payment to any of the employees affected by such change. It is understood that full-time employees may also exchange tours with part-time employees in accordance with the provisions set out above where the part-time employee has been booked to work the tour that is requested to be exchanged;

- (b) A weekend is defined as being fifty-five and three quarters (55 3/4) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- (c) The night shift will be the first shift of the day

FOR FULL-TIME EMPLOYEES:

- (d) At least **two (2)** weekends out of four **(4)**;
- (e) A period of no less than **two (2)** consecutive tours shall be scheduled off between a change of tour and at least six **(6)** consecutive tours off (i.e. 2 days) shall be scheduled following scheduled night tours;
- (f) No split shifts;
- (g) An employee will be scheduled off at least four (4) days in any **two (2)** week period including at least one (1) period of **two (2)** consecutive days;
- (h) Employees will not normally be scheduled to work more than seven (7) consecutive days;
- (i) An employee will be scheduled off work for not **less** than five **(5)** consecutive days at either Christmas or New Year's except in areas which are not normally required to work on weekends and statutory holidays in addition to Operating Room. Christmas shall be defined as including Christmas Eve and Christmas Day for employees assigned to work the evening shift on December 24th and New Year's shall be defined as including New Year's Eve and New Year's Day for employees assigned to work the evening shift on December 31st.

It is understood that units will have input into the Christmas Schedule as they did in previous years.

Those employees not wishing five **(5)** consecutive days off at either Christmas or New Year's will show this on the master Christmas planner.

- (j) The scheduling objectives will not operate during the period December 15 to January 15. It is understood that if greater than one hundred and fifty-

seven and one-half (157 1/2) hours are scheduled in the period December 15 to January 15, then the excess number of hours may be rescheduled outside this period (but during the months of December and January) by the Director of Nursing and there will be no premium payments incurred as a result of doing this.

- (k) Posting of Christmas, New Year's schedules at least four (4) weeks before Christmas.

FOR PART-TIME EMPLOYEES:

- (l) No less than sixteen (16) consecutive hours shall be scheduled off between tour changes without consent;
- (m) A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid break.
- (n) At least one (1) weekend off in two (2) or three (3) weekends in six (6) as required by the Hospital.

G-2

An employee will receive premium pay in accordance with Article 14.03 for all hours worked on a third and subsequent consecutive weekend save and except where:

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

G-3

Extended Tours

- (a) A longer daily tour (extended tour) shall be introduced into any unit when:
 - i) seventy-four per cent (74%) of the employees 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 arbitrary manner.
- (b) A longer daily tour (extended tour) may be discontinued in any unit when:
 - i) fifty per cent (50%) of the employees in the unit so indicate by secret ballot; or
 - ii) the Hospital because of
 - A)** adverse effects on patient care,

- B) inability to provide a workable staffing schedule, or
- C) adverse financial effects,

states its intention to discontinue the longer daily tour (extended tour) 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 will be discontinued, affected employees shall be given one (1) month's notice before the schedules are amended.

G-4

3. **Third Scheduling** **vers (Extended T**

The Hospital will endeavour to maintain and achieve the following objectives in its formulation of working schedules, although it **is** recognized by the Union that it has not always been and may not always be possible to attain these objectives.

- (a) The Hospital will schedule a period of at least twelve (12) consecutive hours off duty between shifts.
- (b) Schedules **will** be posted no **less** than ten (10) days in advance and shall cover no less than a six **(6)** week period. Request for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty and shall be subject to approval in writing by the Hospital. It is understood that such exchanges must take place within a six (6) month period. In any event, it is understood that such a tour of duty initiated by the employee shall not result in overtime compensation or payment to any of the employees affected by such change. It is understood that full-time employees may also exchange tours with part-time employees in accordance with the provisions set out above where the part-time employee has been booked to work the tour that is requested to be exchanged.
- (c) Posting of Christmas, New Year's schedules at least four **(4)** weeks before Christmas.
- (d) The night shift will be the first shift of the day.

FOR **FULL-TIME** EMPLOYEES:

- (e) At least one (1) weekend off in **two (2)**.

For purposes of this clause a weekend shall be defined as fifty-five and three-quarter (55 $\frac{3}{4}$) consecutive hours off work during the period following 1500 hours Friday until 0700 hours Monday.

- (9) There will be no scheduling of split days off unless as a result of a request.
- (g) Employees will not normally be scheduled to work more than three (3) consecutive extended tour days.
- (h) An employee will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's except in areas which are not normally required to work on weekends and statutory holidays in addition to Operating Room. Christmas shall be defined as including Christmas Eve and Christmas Day for employees assigned to work the evening shift on December 24th and New Year's shall be defined as including New Year's Eve and New Year's Day for employees assigned to work the evening shift on December 31st.

It is understood that units will have input into the Christmas Scheduling as they did in previous years.

- (i) An employee will receive premium pay in accordance with Article 14.03 for all hours worked on a second and subsequent consecutive weekend save and except where:
 - i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) Such employee has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of shifts with another employee.
- (j) The scheduling objectives will not operate during the period December 15 to January 15 but an employee will not be scheduled for more than four (4) consecutive extended tours during this period except by mutual agreement. It is understood that if greater than one hundred and forty-six and one-quarter (146 $\frac{1}{4}$) hours are scheduled in the period December 15 to January 15, then the excess number of hours may be rescheduled outside this period (but during the months of December and January) by the Director of Nursing and there will be no premium payments incurred as a result of doing this.

G-5

- (a) FOR FULL-TIME EMPLOYEES:

Lieu Time Off for Overtime Worked

In accordance with Article 14.09 of the Collective Agreement, employees who choose equivalent time off must utilize it within twelve (12) weeks following the month in which it was earned.

Employees requesting time off in lieu of overtime shall make the request as far in advance as is reasonably possible and approval shall not be unreasonably withheld.

(b) FOR PART-TIME EMPLOYEES:

Part-time will be allowed to bank approved overtime to be paid out only, within the twelve (12) week period. Banked overtime is not intended to be used for scheduled time off.

G-6 FOR PART-TIME EMPLOYEES:

An employee who makes a commitment to be available on a regular pre-determined basis shall be classified as a regular part-time employee. The terms of any such commitment shall be a matter for local negotiations. The Employer agrees to schedule regular part-time employees according to their commitment on the basis of seniority. A casual part-time employee is not required to make any scheduling commitment, but rather is called into work on an ad hoc basis.

All regular part-time employees within the unit should be scheduled up to their committed hours before any casual part-time employees are utilized. Where extra tours become available, they should first be offered on the basis of seniority to regular part-time employees within the unit, provided that no employee will exceed her commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.

G-7 Where an employee(s) is scheduled to work less than a normal tour (7.5 hours), Article G in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
- (c) No part-time employee will be scheduled solely on tour(s) which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee.
- (d) Employees working tours comprised of less than 7.5 hours shall not be scheduled to work more than five (5) consecutive tours.

G-8 (a) A Hybrid Schedule is defined as one that results in a nurse working a combination of extended tours (11.25 hour tours) and normal tours (7.5 hour tours) within the scheduling period.

- (b) More than four consecutive shifts will not be scheduled, unless it is a block of five normal tours.

- (c) Article **G-3** and **G-4** will be maintained.
- (d) In the case of a Hybrid Schedule there will be an average of 37.5 hours per week for a full time employee over the course of the unit's schedule.
- (e) Changes to the master rotation will be discussed at Hospital Association.

G-9

2D 2N Extended Tour Schedules

- (a) When the Hospital and Association agree, the **2D 2N** extended tour schedule shall be instituted when seventy-four percent (**74%**) of the employees on a particular nursing unit have so indicated by secret ballot.
 - i) The seventy-four percent (**74%**) figure above may be varied by mutual agreement between the parties.
 - ii) The Hospital shall conduct the secret ballot and the counting of the ballots will be coordinated with both parties.
 - iii) At any meeting with the Employer to discuss the **2D 2N** schedule, a member of the Local Executive should be in attendance.
- (b) The **2D 2N** schedule may be discontinued in any unit when:
 - i) fifty percent (50%) of the employees in a unit **so** indicate by secret ballot, or
 - ii) the Hospital decided to do **so** because of:
 - adverse effects on patient care, or
 - A)** inability to provide a workable staffing schedule, or
 - B)** where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
 - iii) When notice of **discontinuance** is given by either party in accordance with number ii) above, then:
 - A)** the parties shall meet within four (**4**) weeks of the giving of notice to review the request for discontinuance, and
 - B)** where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;
 - iv) The Association local will be informed of the results of the secret ballot within seven (**7**) days.
- (c) The scheduling provisions contained in Article **G-4** are applicable, save and except for the following:

- i) employees shall not be required to work more than four **(4)** consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent day until a day off is scheduled.
 - ii) employees shall receive every third (3rd) weekend off, which shall consist of fifty-five and threequarter (55 ¾) consecutive hours off work during the period following 1500 hours Friday, until 0700 hours Monday.
- (d) An employee will receive premium pay in accordance with Article 14.03 for all hours worked on the weekend beyond their predetermined commitment as set out above, save and except where:
- i) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - ii) such employee has requested weekend work, or
 - iii) such weekend **is** worked as the result of an exchange of shifts with other employees.

All schedules will be done on the basis that each full time employee will be scheduled as close to 1950 hours as possible per year.

G-10

Ten Hour Tours

- (a) i) Ten (10) hour tours shall be introduced into any unit when;
 - A) Seventy-four percent **(74%)** of the nurses in the Unit **so** indicate by secret ballot, and
 - B) the Hospital agrees to implement the ten (10) hour rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- ii) The ten **(10)** hour tours may be discontinued in any Unit when:
 - A) Fifty-one percent **(51%)** of the nurses in the Unit **so** indicate by secret ballot, or
 - B) the Hospital, because of
 - 1) adverse effects on patient care
 - 2) inability to provide a workable staffing schedule,
 - 3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the ten (10) tours in the schedule.

- iii) When notice of discontinuation is given by either party in accordance with the above then:
 - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation, and
 - B) where it is determined that the ten (10) hour tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (b) Nurses shall not be scheduled to work more than four **(4)** consecutive 9.375 hour tours. Should a nurse work more than four **(4)** consecutive tours, she shall be paid in accordance with Article **14.03** for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled.
- (c) The Hospital shall schedule the full time nurses on the ten (10) hour tours every second weekend off. Should the nurse work the second weekend, she will be paid in accordance with Article **14.03** and the local agreement.
 - i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
 - ii) such nurse has requested weekend work, or
 - iii) such weekend worked is the result of an exchange of tours with another nurse.
- (d) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four **(24)** hour period, exclusive of a total of thirty-seven and one-half (37 ½) minutes of unpaid meal time.

Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 ½) minutes.
- (e) In the event the nurse is required to stay beyond the scheduled tour, premium payment shall apply for all hours in excess of that ten hour tour.

G-11

Self-Scheduling

- (a) The Association (full time and/or part-time employee groups) and the Hospital agree in principle to the concept of self-scheduling. Should the Hospital or the employees wish to implement self-scheduling on a particular unit, they shall do so according to the following criteria, initially on a test basis:
 - i) Seventy-four percent (74%) of the nursing staff must indicate by secret ballot their willingness to participate in **self-scheduling** prior to

the commencement of the test. It is understood that there will be a separate vote conducted for full time and part-time employees.

- ii) The test period shall be for six **(6)** months, after which the full time and part-time employees will again indicate by a seventy-four percent **(74%)** vote by secret ballot their desire to continue or discontinue self-scheduling.
- iii) Employees participating in self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
- iv) The self-scheduling schedules shall be submitted to the Clinical manager for review and approval to ensure that appropriate nursing coverage is maintained. The Clinical Manager's approval of self-scheduling shall not be unreasonably withheld.
- v) Self-scheduling may be cancelled by either the Hospital or the Association upon a minimum of eight **(8)** weeks' written notice to the other party.
- vi) Self-scheduling, including scheduling regulations, shall comply with all the provisions of the full time and part-time collective agreements in all respects.
- vii) In the event that self-scheduling is continued following the test, the Hospital and the Association shall meet prior to the end of the test period in order to discuss the terms of the continuation.
- viii) Prior to instituting self-scheduling on a continuing basis in a unit, the Association will be provided with a copy of the self-scheduling guidelines.
- ix) Guidelines will be kept with Hospital Association minutes.

G-12 The Weekend Worker provisions will be discussed at Hospital Association when the Association, an employee or the Hospital brings forth the issue. This will then be brought forward to ONA (the Union).

ARTICLE H - HOSPITAL HOLIDAYS

H-1	New Year's Day - January 1 Good Friday Victoria Day Civic Holiday Thanksgiving Day Christmas Day - December 25	2nd Monday in February Easter Monday Canada Day - July 1 Labour Day Remembrance Day - November 11 Boxing Day - December 26
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H-2 FOR FULL-TIME EMPLOYEES:

Lieu days under Article 15.04 and 15.05 of the Collective Agreement, will be selected by the employee and the Supervisor by mutual agreement and must be taken within either forty-five (45) days before or sixty-five (65) days following the holiday.

Employees requesting a lieu day off shall make the request as far in advance as is reasonably possible, and approval shall not be unreasonably withheld.

H-3 FOR FULL-TIME EMPLOYEES:**Banking of Lieu Days**

- (a) The parties agree that employees working an extended tour schedule may elect to accumulate at any given time in a "bank" up to three (3) earned lieu days of 7.5 hours each (i.e. a total of 22.5 hours).
- (b) An earned 7.5 hour lieu day will be deposited to the employee's "bank" following the paid holiday in respect of which it was earned provided the employee advises Staffing Office in writing that she wants to "bank" that particular lieu day. If no such written advice is received within forty-five (45) days of the holiday, the earned 7.5 hours will be paid to the employee and there will be no lieu day taken.
- (c) Withdrawals from an employee's "bank" may be made in amounts of 11.25 hours only and the lieu time that is withdrawn is to be taken at a time that is mutually agreeable to the employee and the Hospital. Employees working a Hybrid Schedule can withdraw 7.5 hours from the bank to cover a 7.5 hour tour.

ARTICLE I – VACATIONS

- I-1 The Hospital will give every consideration to the employees' preference as to the timing of their vacation, but of necessity, the final decision as to the scheduling of vacations remains with the Hospital. Where more employees have indicated preference for the same period of time than the Hospital can reasonably grant, preference for choice of vacation periods shall be granted in order of seniority, if reasonable. Vacation criteria will be reviewed by the Hospital Association in December of each year.

For full-time employees, in allocating vacation periods, the Hospital is not opposed, in principle, to two (2) employees from the same unit, three (3) employees from I.C.U./C.C.U., and O.B.S., being on vacation at the same time.

For part-time employees, in allocating vacation periods the Hospital is not opposed in principle to 1 regular part-time employee from each unit (except medical/surgical units) and 2 regular part-time employees in total from the combined medical/surgical units, exclusive of the Clinical Manager, being on vacation at the same time.

Allocation of vacation periods shall be subject to the Hospital's requirements in maintaining adequate, capable staff as required to provide adequate patient care in all departments of the Hospital.

- I-2 Normally vacations may not be taken between December 15th and January 15th. However, it is understood that the Hospital will consider requests for vacations during this period under special circumstances.
- I-3 Vacations earned as at April 30th in a given year must be taken by April 30th of the following year. Vacations may not be accumulated from one vacation year to the next. The Employees will make every effort to schedule their full vacation entitlement each year. The Hospital will notify those employees with vacation entitlement remaining by February 15th for the vacation period ending April 30th. Vacation time not utilized by April 15th will be scheduled by the Employer.
- I-4 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the employees.
- I-5 Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
- I-6 Vacation lists shall be posted no later than February 1st each year and shall remain posted for a period of one (1) month and then withdrawn. Finalized vacation schedules posted one (1) month later.
- I-7 Requests for vacation to be taken between the 15th day of January and the date finalized vacation list is posted will be considered in the order in which they are received in writing by the Director of Nursing Service.
- I-8 Request for vacation received in writing by the Director of Nursing Service following the withdrawal of the vacation list will be considered in the order in which they are received. It is understood that first consideration will be given to employees who have indicated their preference for vacation on the vacation list prior to it being withdrawn.

FOR FULL-TIME EMPLOYEES:

- I-9 In accordance with Article 16.01 of the Collective Agreement, **all** employees shall be entitled to vacations with pay based on length of full-time continuous service **as of** April 30th in any year.
- I-10 Employees who have approved vacation may change the vacation time to lieu time if they have lieu time in their bank at the time of their vacation. This clause is to be subject to operational requirements and applies only for the operating room **and P.A.C.U.**

FOR PART-TIME EMPLOYEES:

- I-11 It is agreed that regular part-time employees may take up to **two** (2) weeks of their vacation entitlement in single days. For the purposes of vacation, one (1) week equals the average number of hours normally worked in a week by a regular part-time employee (averaged over **two** (2) weeks).
- I-12 It is understood that vacation entitlement for regular part-time employees will be calculated as at April **30** of each year.

ARTICLE J - SICK LEAVE FOR FULL-TIME EMPLOYEES

- J-1 To qualify and be paid sick leave from credits accumulated, an employee must notify his Supervisor at least one (1) hour prior to the beginning of the employee's scheduled starting time if on the **A.M.** shift, and **two** (2) hours if on the **P.M.** shift, except in the case of emergency. If no supervisory personnel can be reached within the employee's department, the message must be left on staffing voice mail at the Hospital. This message must include the employee's name, position and reason for absence. Employees must also obtain the telephone operator's name in case of any confusion in the delivery of the message.

ARTICLE K - BULLETIN BOARDS

- K-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Union matters. All such notices must be signed by a member of the Union Executive.

ARTICLE L - PRE-PAID LEAVE

- L-1 No more than one employee from any of the following seven (7) units may be absent at the same time to a maximum of seven (7) employees in total from the full time and part time bargaining units combined, or more at the discretion of the Hospital.

Areas defined as:

1. OR/PACU/OPS
2. Emergency
3. ICU/CCU
4. FCMCCU
5. Medicine
6. Surgery
7. Continuing Care Centre

ARTICLE M -JOB SHARING

If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

M-1 Job sharing requests with regard to full time positions shall be considered on an individual basis.

M-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) employees and the Clinical Manager of the Unit.

M-3 The above schedules shall conform with scheduling provisions of the full-time Collective Agreement. For clarity the five (5) consecutive days off work at either Christmas or New Year's will be scheduled at the same time for both employees.

M-4 Each job sharer may exchange shifts with her partner, as well as with other employees, in accordance with the Collective Agreement and departmental policy.

M-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 employee would be required to work.

M-6 Coverage

(a) It is expected that both job sharers will cover each other's incidental illnesses. 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.

(b) 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, the coverage will be negotiated with the unit supervisor, but it **is** hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

M-7 Implementation

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 Agreements.

M-8 An incumbent full-time employee who wishes to share her position must make application to the Hospital. Where this **is** approved it is agreed that her half of the position will not be posted; however, the other half **of** the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.

An application to be considered for a job sharing arrangement must be submitted in writing to the Director of Nursing and will be kept on file and considered in accordance with Article 10.06 (b) of the full-time and 10.05 (b) of the part-time Collective Agreements when an approved job sharing arrangement arises.

M-9 If one (1) of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full time position. The remaining employee will have the option of continuing the full time position, or applying for an available part time position for which she is qualified. If she does not continue full time, the position must be posted according to the Collective Agreement.

M-10 Discontinuation

Either party may discontinue the job sharing arrangement with sixty (60) 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.

Where the job sharing arrangement arose out of the wish of a full-time employee to share her job, the original incumbent will be offered the non-shared full-time position. If she declines it will be offered to the other job sharer. If both job sharers decline the non-shared full-time position, or if the job sharing arrangement arose from a full-time vacancy, the position will be posted according to the Collective Agreement. A job sharer who does not continue full-time will have the option of applying for an available part-time position for which she is qualified.

M-11 Any transfers or changes of status of an employee resulting from a job sharing arrangement reverting to a full-time position shall not constitute a layoff, under the terms of the Collective Agreements.

M-12 Job sharers shall be treated as regular part-time employees and be subject to the provisions of the Collective Agreement except for Articles A-3 and G-1 (d) through (k) of Appendix 5 of the Collective Agreement.

M-13 Any issues arising out of this Agreement not dealt with elsewhere in the Collective Agreements will be dealt with at a Hospital Association Committee meeting.

ARTICLE N – MISCELLANEOUS

N-1 Modified Work

- (a) The Hospital will notify the Bargaining Unit President of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and

meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

- (c) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

N-2 Shift Premium

In accordance with Article 14.10 of the Central Agreement the evening shift shall be defined as 1500 hours to 2300 hours and the night shift shall be defined as 2300 hours to 0700 hours.

N-3 Weekend Premium

Weekend premium shall be paid in accordance with Article 14.15 for all hours worked between midnight Friday and midnight Sunday.

- N-4** The Hospital will reimburse, within reason, the employee for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, or personal clothing, as a result of being assaulted while performing her work.

- N-5** Any individual special circumstance schedule arrangement will be discussed and agreed to by the individual, the Union bargaining agent, and the Employer representative in accordance with Article 13.05 of the Central Collective Agreement.

- N-6** Applications for a cash pay out of an employee's sick bank will be considered on a fiscal year basis. It is not an automatic acceptance and approval will be based on the Hospital's ability to pay. Applications will be accepted on a first come first served basis. The Frozen Sick Bank Pay Out policy will be followed.

- N-7** In reference to Article 10.06 the parties agree that full time nurses may be considered for temporary full time vacancies for periods greater than ten (10) months.

ARTICLE O - VIOLENCE IN THE WORKPLACE

- O-1** The Employer is to continue with current policies and procedures dealing with violence in the workplace, said policies and procedures to be reviewed and discussed at the Hospital -Association Committee as necessary.