

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, 2014

APPENDIX 3

SALARY SCHEDULESRegistered Nurse

	Effective <u>April 1, 2011</u>	Effective <u>April 1, 2013</u>
Start	29.36	30.17
1 Years	29.79	30.61
2 Years	30.29	31.12
3 Years	31.78	32.65
4 Years	33.28	34.20
5 Years	35.15	36.12
6 Years	37.04	38.06
7 Years	38.94	40.01
8 Years	41.70	42.85
25 Years	42.44	43.61

Graduate Nurse

	Effective <u>April 1, 2011</u>	Effective <u>April 1, 2013</u>
Start	\$28.04	28.81
1 Years	\$28.41	29.19
2 Years	\$28.85	29.64
3 Years	\$30.21	31.06
4 Years	\$31.59	32.45
5 Years	\$33.31	34.20
6 Years	\$34.78	35.76
7 Years	\$36.61	37.60

Charge Nurse

	Effective <u>April 1, 2011</u>	Effective <u>April 1, 2013</u>
Start	\$31.19	32.06
1 Years	\$31.66	32.51
2 Years	\$32.17	33.05
3 Years	\$33.75	34.69
4 Years	\$35.36	36.35
5 Years	\$37.37	38.38
6 Years	\$39.36	40.45
7 Years	\$41.39	42.50
8 Years	\$44.29	45.52
25 Years	\$45.09	46.33

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.

L3
APPENDIX 5

LOCAL PROVISIONS

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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 REGULAR PART-TIME EMPLOYEES:

Regular Part-Time Commitment – RPT – Category A

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. In accordance with Article 2.05 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. For those working eight (8) hour tours available for a weekend would mean that they are available between 1500 hours Friday until 0700 hours Monday. For those working extended tours available for a weekend would mean available between 1900 hours Friday until 0700 hours Monday.
- (c) Available for all shifts provided.
- (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 any shift on at least four (4) additional Hospital Holidays during the year, two of which include Victoria Day, Canada Day, Civic Holiday or Labour Day.

Regular Part-Time Commitment – RPT – Category B

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. In accordance with Article 2.05 the predetermined basis upon which the commitment of a Regular Part-Time Employee to be available is made shall be as follows:

- (f) Available on a predetermined scheduled basis for 22.5 hours per month.
- (g) Available for all shifts provided including weekends however category B employees will not be scheduled exclusively for only nights and weekends unless by mutual agreement.
- (h) Available for work on one of the following days: December 24th, December 25th, December 31st or January 1st.
- (i) Available for any shift on at least one (1) additional Hospital Holiday which includes Victoria Day, Canada Day, Civic Holiday or Labour Day.
- (j) Employees working as regular part-time in a category B status will not be allowed to bank overtime.
- (k) Vacation will be paid out bi-weekly as per Article 16.06 of the Central Collective Agreement.

A-4 "Manager", "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 MANAGEMENT FUNCTIONS

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 four (4) representatives of the Union (one (1) of whom may be a part-time employee) and four (4) 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.
- C-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, and Human Resources Manager. 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.
- C-6 The Employer will provide to the Ontario Nurses' Association a private office space with a small filing cabinet a small desk and a chair for the purpose of conducting union work.

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 without pay to attend Union business including conferences and conventions and to any nurse elected to the position of Local Co-ordinator, 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.
- F-3 Local Coordinator Leave
- Should a St. Thomas Elgin General Hospital nurse become elected to this position, the Union and Hospital will meet to review the commitment and work out the details to facilitate the leave.

ARTICLE G - STANDARD SCHEDULING REGULATIONS**G-1 8 HOUR TOURS**

Work schedules for normal daily tours will take into account the following:

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 when completed and no less than fourteen (14) days in advance and shall cover no less than a six (6) week period.
- (b) Trades:
- i) 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 manager or designate.
 - ii) Employees will endeavour to trade within the current pay period, recognizing the difficulty of this they may trade within the current posted or master schedule within six (6) months.
 - iii) If trades are for the next posted schedule these would only occur for employees that have shifts pre-assigned.
 - iv) Trades must be hour for hour, if there is a difference, vacation, or time owing will need to be used. Leaves of Absences will be considered.
 - v) Trades should consider appropriate skill mix and experience to provide patient care.

- vi) Prefer to have charge nurses trade with charge nurses, however should they need to trade with a staff nurse, they will be paid the appropriate staff nurse rate of pay.
 - vii) 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.
 - viii) 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.
 - ix) An employee who accepts a tour is expected to work the tour.
 - x) For those employees who trade into all nights and evenings, it is understood that the Hospital reserves the right to require employees to work certain shifts for the purpose of reorientation, training, education and appraisal.
- (c) 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 (0700).
 - (d) The day shift will be the first shift of the day.
 - (e) The regular schedules and 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 Management and there will be no premium payments incurred as a result of doing this.
 - (f) Posting of Christmas, New Year's schedules no later than November 15th.
 - (g) An employee will be scheduled off work for not less than five (5) consecutive days and may be required to utilize regular days off and may be required to utilize stats at either Christmas or New Year's except in areas which are not normally required to work on weekends and statutory holidays. In such areas employees may request vacation and/or lieu time owing to ensure five (5) consecutive days off.

Time worked at Christmas shall include any hours scheduled from 0700 on December 24th till 0700 on December 26th. Time worked at New Years shall include any hours scheduled from 0700 December 31st till 0700 January 2nd.

Time off at Christmas shall be scheduled to include all hours off from 0700 December 24th till 0700 December 26th. Time off at New Years shall be scheduled to include all hours off from 0700 December 31st to 0700 January 2nd.

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

In order to accommodate time off at Christmas it is understood that members may be required to work either Christmas or New years as defined above.

It is understood that units will have input into the Christmas Schedule as they did in previous years. Workable schedules during this period created by unit staff will not be unreasonably denied. A workable schedule is one which also includes appropriate skill mix and consideration for both full time and part time staff. The Employer and the Union will develop a policy at HAC which will include time lines to allow the employer and the employees' ample time to develop a workable schedule. The policy will also include guidelines to ensure fairness in developing the schedule. Casuals may also be pre-scheduled during this period by mutual agreement.

FOR FULL-TIME EMPLOYEES ONLY (h), (i), (j), (k), (l): (8 HOUR TOURS):

- (h) At least two (2) weekends out of four (4); For purposes of this clause a weekend shall be defined as fifty-five and three-quarter (55 3/4) consecutive hours off work during the period following 1500 hours Friday until 0700 hours Monday.
- (i) 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.
- (j) No split shifts;
- (k) 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;
- (l) Employees will not be scheduled to work more than seven (7) consecutive regular tour shifts.

FOR REGULAR PART-TIME EMPLOYEES (8 HOUR TOURS):

An employee who makes a commitment to be available on a regular pre-determined basis shall be classified as a regular part-time employee as defined in Article A-3.

- (m) 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.
- (n) A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute break.

G-2

FOR FULL TIME WORKING 8 HOUR TOURS AND ALL REGULAR PART TIME EMPLOYEES.

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:

- (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.
- (iv) Full time, job share and employees working temporary full time lines other than 8 hour tours will follow the weekend premium pay guidelines covered elsewhere in this agreement.

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-one per cent (51%) 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

Standard Scheduling Objectives (Extended Tours) – Full and Part Time

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) Schedules will be posted when completed and no less than fourteen (14) days in advance and shall cover no less than a six (6) week period.
- (b) Trades:
 - i) Request for change in posted time schedules must be submitted in writing and co-signed by the employee(s) willing to exchange days off or tour of duty and shall be subject to approval in writing by the manager or designate.
 - ii) Employees will endeavour to trade within the current pay period, recognizing the difficulty of this they may trade within the current posted or master schedule within six months.
 - iii) If trades are for the next posted schedule these would only occur for employees that have shifts pre-assigned.
 - iv) Trades must be hour for hour, if there is a difference, vacation or time owing will need to be used. Leaves of Absence will be considered.
 - v) Trades should consider appropriate skill mix and experience to provide patient care.
 - vi) Prefer to have charge nurses trade with charge nurses, however should they need to trade with a staff nurse, they will be paid the appropriate staff nurse rate of pay.
 - vii) 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.
 - viii) 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.
 - ix) An employee who accepts a tour is expected to work the tour.
 - x) For those employees who trade into all nights, it is understood that the Hospital reserves the right to require employees to work certain shifts for the purpose of reorientation, training, education and appraisal.
- (c) The Hospital will schedule a period of at least twelve (12) consecutive hours off duty between shifts. At least forty-eight (48) hours off will be scheduled

following the night shift when changing the schedule to days, unless mutually agreed.

- (d) The day shift will be the first shift of the day.
- (e) The regular schedules and scheduling objectives will not operate during the period December 15 to January 15 but an employee will not be scheduled for more than three (3) consecutive extended tours during this period unless by mutual agreement. The employer shall endeavour not to schedule split days off unless by mutual agreement. It is understood that if greater than one hundred and forty-six and one-quarter (146 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 Management and there will be no premium payments incurred as a result of doing this.
- (f) Posting of Christmas, New Year's schedules no later than **November 15th**.
- (g) An employee will be scheduled off work for not less than five (5) consecutive days and may be required to utilize regular days off and may be required to utilize stats at either Christmas or New Year's except in areas which are not normally required to work on weekends and statutory holidays. In such areas employees may request vacation and/or lieu time owing to ensure five (5) consecutive days off.

Time worked at Christmas shall include any hours scheduled from 0700 on December 24th till 0700 on December 26th. Time worked at New Years shall include any hours scheduled from 0700 December 31st till 0700 January 2nd.

Time off at Christmas shall be scheduled to include all hours off from 0700 December 24th till 0700 December 26th. Time off at New Years shall be scheduled to include all hours off from 0700 December 31st to 0700 January 2nd.

In order to accommodate time off at Christmas it is understood that members may be required to work either Christmas or New Years as defined above.

- (h) Those employees not wishing five (5) consecutive days off at either Christmas or New Year's will show this on the master Christmas planner.
- (i) It is understood that units will have input into the Christmas Schedule as they did in previous years. Workable schedules during this period created by unit staff will not be unreasonably denied. A workable schedule is one which also includes appropriate skill mix and consideration for both full time and part time staff. The Employer and the Union will develop a policy at HAC which will include time lines to allow the employer and the employees' ample time to develop a workable schedule. The policy will also include guidelines to ensure fairness in developing the schedule. Casuals may also be pre-schedule during this period by mutual agreement.
- (j) For purposes of this clause a weekend shall be defined as fifty-five and three-quarter (55 3/4) consecutive hours off work during the period following 1900 hours Friday until 0700 hours Monday.

FOR FULL-TIME EMPLOYEES: (EXTENDED TOURS):

- (k) At least one (1) week-end off in two.
- (l) There will be no scheduling of split days off unless as a result of a request.
- (m) Employees will not be scheduled to work more than three (3) consecutive extended tour days except by mutual agreement.
- (n) 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.

FOR REGULAR PART TIME EMPLOYEES: (EXTENDED TOURS):

- (o) An employee who makes a commitment to be available on a regular pre-determined basis shall be classified as a regular part-time employee as per Article A-3. Part-time employees will not be scheduled to work more than (3) consecutive extended tours except by mutual agreement.

G-5

(a) FOR FULL-TIME EMPLOYEES:

Lieu Time Off

Where an employee has chosen equivalent time off in lieu of pay in accordance with Article 14.09, such time off shall be scheduled at a mutually agreeable time. Such time may be accumulated to a maximum of fifty point six two five (50.625) hours at straight time. Any time in excess of the maximum amount referred to above will be paid out within the current pay period.

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

For those employees working in the OR and PACU their accumulated time is unlimited however the time off must be utilized within the fourteen (14) weeks following the month in which it was earned.

(b) FOR PART-TIME EMPLOYEES:

Part-time will be allowed to bank approved premium pay accumulated to a maximum of fifty point six two five (50.625) straight time hours to be paid out only at the employee's request. Any time in excess of the maximum amount referred to above will be paid out within the current pay period. Banked premium pay accumulated is not intended to be used for scheduled time off.

G-6 FOR REGULAR 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. In accordance with Article 2.05 the predetermined basis upon which the commitment of a Regular Part-Time Employee is available shall be as per article A-3 for regular part-time and as per Article M-2 for job sharers.

Scheduling of Regular Part-Time Employees

(a) Prior to Posting of the Schedule

- i) Prior to the schedule being posted all regular part time employees in a unit will be scheduled up to their committed hours by seniority.
- ii) Additional available tours prior to the schedule being posted will be offered by seniority as follows:
 - A) To those RPT and Job Sharers on their unit who have indicated on the non availability sheets that they are available for additional shifts
 - B) To the casuals on the unit by seniority on a rotational basis for each individual shift

To clarify, the most senior RPT and/or Job Sharer will be offered all available tours up to a maximum of 75 hours in a two week period at which time the next most senior RPT and/or Job Sharer will be give an opportunity to pick up additional tours to a maximum of 75 hours in a two week period.

(b) After posting of the Schedule

Additional available tours after the schedule has been posted will be offered by seniority as follows:

- i) To RPT Employees from the unit who have not been offered their commitment;
- ii) To RPT and Job Sharers from the unit who have indicated on the non availability sheets that they are available for additional shifts;
- iii) To Casuals on the unit by seniority on a rotational basis for each individual shift;
- iv) To RPT and Job Sharers in the secondary pool who have indicated in writing to their manager that they are available for additional shifts; See definition of secondary pool below.
- v) To Casual employees by seniority on a rotational basis for each individual shift from the secondary pool who have indicated in writing to their manager that they are available for additional shifts.

A unit nurse who is inadvertently missed or has been cancelled from her primary unit, will be offered the next available shift. This employee will not lose her place on the call-in list if she accepts or declines this shift.

Where feasible weekend shifts will be offered in their entirety.

It is understood that the hospital will not be required to offer shifts which would result in overtime premium pay.

Definition of a Secondary Pool

A unit Manager may establish a secondary pool of part-time nurses from outside the unit.

To become part of the secondary pool of a unit a nurse must submit a written request to the managers of both units for approval. Approval will be subject to:

- (a) the number of secondary part time nurses required (as determined by the manager)
- (b) availability to work and previous work experience (nurses requiring minimum orientation)
- (c) date of submission of request
- (d) all else being equal, approval will be on a first come first served basis
- (e) A manager may discontinue the pool by giving the nurses in the pool 30 days notice
- (f) Availability and continuance in the pool will be reviewed on a schedule by schedule basis.
- (g) A nurse may leave the pool by giving the manager written notice. Shifts already accepted are still the responsibility of the nurse to work them.

G-6

Offering Premium Hours

It is the employer's responsibility to assign shifts and overtime in the most cost effective and efficient manner.

- (a) Premium hours will be offered on a rotational basis by seniority to regular part-time including job sharers on the unit, and then to full-time on the unit, and then to nurses in the unit's secondary pool with the condition that a nurse in an enhanced premium position *may be skipped*. A nurse in an enhanced premium position is a nurse who is in a position of potentially gaining more than a single premium shift.
- (b) Attempts to cover the full shift will be made first.
- (c) Any situation where the overtime shift puts the employee into an enhanced premium position will only be considered as a last resort.
- (d) The parties agree that when tours become available on the weekend (1500 hours Friday until 0700 hours Monday for regular tours, 1900 hours Friday

until 0700 hours Monday for extended tours) the hospital will offer all tours to the employee in line for the call. If the employee can do all tours, no further calls are made. If the employee can do only one (1) or two (2), the tour(s) is given to the employee and the hospital then follows the list to cover the remaining tour(s).

- (e) A call made is considered an overtime shift offered.

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 one percent (51%) 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 three-quarter (55 $\frac{3}{4}$) consecutive hours off work during the period following 1500 hours Friday, until 0700 hours Monday.

It is understood on Units where it is not possible to schedule the entire weekend off every third (3rd) weekend for the full time Master rotation, a full time employee or job sharer will not receive premium payment for such part weekend worked.
- (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.
- (f) A weekend is defined as being fifty-five and three quarters (55 ¾) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift (0700).

G-11

Self-Scheduling

- (a) The Association (full time and/or regular 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 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	Family Day - 3 rd Monday in February Easter Monday Canada Day - July 1 Labour Day Remembrance Day - November 11 Boxing Day - December 26
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The premium pay of time and one-half (1 ½) provided in accordance with Article 15.05 will be paid for all hours worked between 0001 hours and midnight on the paid holidays listed in Article H-1.

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 subject to the approval of the manager and must be taken within either fifty (50) days before or eighty (80) 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 the Manager in writing that she wants to "bank" that particular lieu day. If no such written notice is received within up to seventy (70) 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 C.I.C.U., ER, Acute Medical Unit and FCMCCU, being on vacation at the same time.

For part-time employees, in allocating vacation periods the Hospital is not opposed in principle to two (2) regular part-time employees from the same unit being on vacation at the same time.

Workable vacation schedules created by unit staff will not be unreasonably denied. A workable schedule is one which also includes appropriate skill mix and consideration for both full time and part time staff.

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.

I-3 (a) 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.

(b) Notwithstanding the above, the Employer may grant a special request from an employee to carryover a maximum of five (5) vacation days into the next year. The employee shall specify in her request to the Employer the purpose for which she is seeking the carryover.

1-4 (a) Vacation planners will be posted twice per year, no later than January 15th, for the period May 1 – April 30th and reposted no later than September 15th for the period January 15 – April 30th.

(b) The planners shall remain posted for a minimum of one (1) month.

(c) Finalized vacation schedules will be posted no later than April 1st and November 15th respectively.

(d) The hospital will notify the employees of any outstanding vacation no later than November 15th. Outstanding vacation not granted, scheduled or requested before the posting of the 1st purple master for the schedule

immediately following the Christmas booking period will be scheduled by the Employer.

- I-5 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the employees.
- I-6 Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
- I-7 Requests for vacation not submitted on the vacation planner will be considered in the order in which they are received in writing by the Employer.
- I-8 It is understood that first consideration will be given to employees who have indicated their preference for vacation on the vacation planner 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 Normally lieu time will not be substituted for pre-scheduled vacation. However it is understood that the Employer may consider such requests under special circumstances.

FOR REGULAR PART-TIME EMPLOYEES:

- I-11 It is agreed that regular part-time employees may take up to half of their vacation entitlement in single days. For those employees with less than four weeks vacation entitlement they may take up to two 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 Manager at least one (1) hour prior to the beginning of the employee's scheduled starting time if on the a.m. shift, and four (4) hours if on the p.m. shift, except in the case of emergency. If the manager cannot be reached within the employee's department, the message must be left on the unit, except for OR, OPS, PACU and floats who should follow the current department procedure. This message must include the employee's name, position and reason for absence. Employees must also obtain the name of the person receiving the call in case of any confusion in the delivery of the message.

ARTICLE K - BULLETIN BOARDS

K-1 The Hospital will provide two bulletin boards 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.

The Union may also maintain a binder on each unit containing a copy of the Collective Agreement and any Association notices posted on the bulletin board.

ARTICLE L - PRE-PAID LEAVE

L-1 As per Article 11.11, no more than one employee from any unit 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. CICU
4. FCMCCU
5. Acute Medical Unit
6. 2N/COU
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 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) When one of the Job Sharers is ill they will first ask their Job Sharing partner to cover their shift. The Job sharer if able will cover the shift. If, one cannot

cover the other the unit 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 coverage must be negotiated between the job share partners. In the event the job share partners are unable to cover each others incidental vacations days they will meet their manager to discuss and such requests will not be unreasonably denied.
- (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, the coverage will be negotiated with the Manager. The remaining member of the position is responsible for at least 50% of all hours including 50% of the weekends and 50% of the night and day shift.

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 Management and will be kept on file and considered in accordance with Article 10.07 (b) of the Central Hospital Agreement 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 (m ,n) and G-4 (o) 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 the Bargaining Unit President and/or designate to discuss the circumstances surrounding the employee's return to suitable work. The employer will notify the member of their right to union representation and that this right is available at any stage of the accommodation process.
- (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety Insurance 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 10.07 the parties agree that full time nurses may be considered for temporary full time vacancies for periods greater than ten (10) months.

N-8 Notification of Unsuccessful Job Applicants

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

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

N-9 Retiree Benefits

Any full-time bargaining unit nurse who retires early and wishes to continue to participate in the health and dental benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through pre-authorized withdrawal process. It is understood that any transaction would be dated the first of each and every month.

To be eligible for post retirement benefits, the bargaining unit nurse will have had to be enrolled in the health and dental benefit plans prior to her/his retirement.

Such participation in the benefits will continue to age 65 or may end sooner in the event:

- (a) the retired nurse dies prior to attaining age 65;
- (b) defaults on payment of benefits.

The Employer will notify the Union of the benefit premium rates to retired nurses in February/March of each year, and each time the benefit premium rates are renegotiated by the Employer.

N-10 Single Shift Reassignment

Where staff are required to be reassigned to another unit, the following guidelines should be applied, providing first that patient care needs are being met:

- (a) Ask the scheduled staff if they are qualified and/or orientated to the unit requiring coverage if they wish the reassignment.
- (b) Given that the reassignment of a qualified staff member will be the best for the patients if there are no qualified nurses wanting to be reassigned, ask the scheduled staff if they wish the opportunity of experience on the unit to which assignment is required.
- (c) In the absence of any volunteers the most junior casual staff, would be reassigned.
- (d) Then the most junior of the regular part-time, including job sharers.

- (e) Then the most junior of the full-time would be reassigned.
- (f) Reassignment that is not voluntary will be on a rotational basis.

Staff not required to be re-assigned would include those nurses who are in their orientation, any nurse who is new to the Hospital for a period of three (3) calendar months from her date of hire, a nurse who is acting as a preceptor/mentor on said shift or a nurse who has a restriction as outlined from OH & Wellness and would require accommodation to work on that particular unit. Unit Leaders will not be required to be reassigned.

When staff are reassigned to another unit it is the responsibility of the Unit Leader on the receiving unit to re-organize the workload in an equitable fashion based on the patient care needs.

N-11 Professional Development

The hospital recognizes the shared responsibility for professional development, including the personal accountability of all nurses for their continuous learning. The Hospital supports continuous learning through internal training opportunities and developing initiatives and programs such as Performance Development and Career Mapping to help nurses identify their personal learning needs. Nurses may apply for a bursary provided by the Hospital and/or RNAO and are encouraged to speak to their Manager and access the St. Thomas Elgin General Hospital site for more information.

ARTICLE O - VIOLENCE IN THE WORKPLACE

- O-1 The Employer agrees to have policies and procedures to deal with violence in the workplace. The policies will address the prevention of violence, the management of violent situations and support to employees who have faced violence. Said policies and procedures to be reviewed and addressed at the Joint Health and Safety Committee as necessary.

The employer will notify the Joint Health and Safety Committee and union in writing of all incidents related to violence within 4 days in accordance with the *Occupational Health and Safety Act*. For critical injuries the employer will notify the Joint Health and Safety Committee and the union immediately and in writing within 48 hours in accordance with the *Occupational Health and Safety Act*.

Dated at St. Thomas, Ontario, this 7th day of December, 2011.

FOR THE EMPLOYER

Laura Fairbairn

Jan Nace

Nancy Ferguson

Mary Murray

FOR THE UNION

Dave Peckham
Labour Relations Officer

Frank Mewen

Ann Dayk

Judy Sims

Victoria Wade

LETTER OF UNDERSTANDING

Between:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Unit Weekend Schedule

The parties agree to the following provisions regarding the implementation of a Unit weekend schedule:

1. Introduction

The implementation of a Unit weekend schedule will be in accordance with Article 13.04 of the Collective Agreement, whereby a full-time Registered Nurse works an average of thirty (30) hours per week and is paid for thirty-seven (37.50) hours per week at her or his regular straight time hourly rate.

To be considered for a Unit weekend schedule, the Registered Nurse will submit a request in writing to her or his Unit Manager. The weekend schedule will be a temporary arrangement for a minimum period of eight months, up to a maximum period of one year in duration with the possibility of renewal. The hospital and the union will meet to discuss the weekend schedule. If the parties reach agreement, and the Unit master schedule would not be affected, then the weekend schedule will be implemented.

If the Unit master schedule would be affected by the introduction of the weekend schedule, then the Registered Nurses on the Unit will vote by secret ballot (the vote will be conducted solely by the union, and the union will post the results.) If seventy four percent (74%) of the voting nurses indicate their willingness to participate in a master schedule that accommodates a unit weekend worker, then the weekend schedule will be implemented.

2. Scheduling

A Unit weekend schedule will consist of an average of thirty (30) hours per week, and must include two (2) 11.25 hour shifts scheduled each weekend, in accordance with Article 13.04 of the Collective Agreement and Article G-1 (b) of the Appendix of Local provisions. The remaining 7.5 hour shift per week will normally be scheduled on the Friday, unless a paid holiday falls on the Monday, in which case the shift may be scheduled on the holiday.

A unit weekend schedule may also be averaged over a six (6) week period, in which case there would be four (4) 11.25 hour shifts remaining to be scheduled over the six (6) weeks. Accordingly, the remaining four (4) 11.25 hour shifts will normally be scheduled on the Friday, unless a paid holiday falls on the Monday, in which case the shift may be scheduled on the holiday.

Unit weekend workers will not be scheduled to work during the week, nor will they normally be called in to cover a shift during the week. However, under exceptional circumstances when patient care would otherwise be compromised a Unit weekend worker may work during the week, but only after all other options have been exhausted including offering premium to all Registered Nurses eligible for premium pay, and able to do the work.

3. Health Benefits

Benefit coverage for Unit weekend workers including Life Insurance, A D and D, Extended Health, Dental and Semi-Private remains unchanged.

4. Sick Pay Benefits

During the first fifteen (15) weeks of absence due to legitimate illness, the Unit weekend worker is eligible for employment Insurance benefits. If the nurse's illness continues past the first fifteen (15) weeks of E.I. benefits, then the hospital will pay sick benefits for the next fifteen (15) weeks at 65% of the nurse's regular earnings (subject to on-going medical documentation that is satisfactory to the hospital). The Unit weekend worker may utilize her or his banked stat hours (if available) as income replacement for absence due to illness during the first fifteen (15) weeks, prior to applying for Employment Insurance benefits. Ltd benefit coverage remains unchanged.

5. Weekend and Shift Premiums and Consecutive Weekend Language

Weekend and shift premiums shall not be paid. Unit weekend workers are not eligible for premium payment for consecutive weekends worked, as described in the scheduling provisions of the Local Appendix, Article G-1 (d).

6. Discontinuation

The parties agree to meet again prior to the end of the temporary Unit weekend schedule arrangement, to discuss either renewing the agreement for a further period of up to one year, or discontinuing the arrangement.

Either party may discontinue a Unit weekend worker's schedule at any time, with sixty (60) days written notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the reasons for discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary. In the event that a Unit weekend worker's schedule is discontinued, the Registered Nurse will revert back to her or his previous schedule.

Dated at St. Thomas, Ontario, this 1th day of December, 2011.

FOR THE EMPLOYER

Laura Parlovic

Jan Nare

Nancy Ferguson

Mary Kelly

FOR THE UNION

David Peck
Labour Relations Officer

Frank MacEwen

Ann Daykin

Judy Sims

Victoria Ward

LETTER OF UNDERSTANDING

Between:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Implementation of Permanent Charge Nurse Positions at St. Thomas Elgin General Hospital - Effective May 20, 2004.

- 1. The parties agree that the employer may post for permanent Charge Nurse positions within the Hospital.
- 2. The parties agree that these Charge Nurse positions will be in the Bargaining Unit.
- 3. The parties agree that the differential between the Registered Nurse and Charge Nurse wage rates is (n + 6.25%). Such differential will be maintained during negotiations unless agreed to otherwise during local negotiations between the parties.

Dated at St. Thomas, Ontario, this 7th day of December, 2011.

FOR THE EMPLOYER

Laura Kantonis

Jan Rose

Nancy Ferguson

Mary Mary

FOR THE UNION

Ernie Seelcha

Labour Relations Officer

Frank McEwen

Anne Daykin

Judy Bus

Victoria Ward

LETTER OF UNDERSTANDING

Between:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Innovative Schedule for 2N/COU

(Applies to Full-Time and Job Share members only)

The parties agree that in accordance with Article 13.03, Innovative Unit Scheduling of the Central ONA Collective Agreement that;

1. The innovative unit schedule is defined as one that results in members working either a two day/two night rotation or an extended tour rotation.
2. Article G-3, G-4 and G-9 will be maintained.
3. Part-time employees will receive premium pay in accordance with Article G-2.
4. Changes to the master rotation will be discussed at Hospital Association Committee meetings, but will not require a revised Innovative Schedule Letter of Understanding.
5. Either party may discontinue this arrangement at any time with 60 days written notice.

Dated at St. Thomas, Ontario, this 1th day of December, 2011.

FOR THE EMPLOYER

FOR THE UNION

Laura Paolovinis

[Signature]
Labour Relations Officer

Jan Naie

[Signature]

Nancy Ferguson

Anne Daykin

Mary Murray

[Signature]

Victoria Ward

LETTER OF UNDERSTANDING

Between:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Hospital Association Committee/Scheduling Issues

It is an expectation that an employee will communicate scheduling issues and work towards resolution with their Manager in a timely manner as per article 7.03 of the Central Collective Agreement.

If scheduling issues cannot be resolved after following the proper process, it will be discussed as part of a standing priority item on the Hospital Association Committee agenda. Discussion of these issues at HAC will involve the Manager and other individuals as appropriate. If necessary sub committees will be developed to address ongoing scheduling issues that have followed the appropriate resolution process and require detailed attention and focus.

A copy of all current schedules will be provided to the Bargaining Unit President at her request.

Dated at St. Thomas, Ontario, this 7th day of December, 2011.

FOR THE EMPLOYER

Laura Kainloris
Jane Nace
Nancy Ferguson
Mary Murray

FOR THE UNION

Dave Peckham
Labour Relations Officer
Frank Mewen
Anne Daykin
Judy Bris
Victoria Walsh

LETTER OF UNDERSTANDING

Between:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Innovative Scheduling for FCMCCU

(Applies to Full-Time and Job Share members only)

The parties agree that in accordance with Article 13.03, Innovative Unit Scheduling of the Central ONA Collective Agreement that;

1. The innovative unit schedule is defined as one that results in full-time members and Job Sharers working either a two day/2 night rotation or an extended tour rotation.
2. Article G-3, G-4 and G-9 will be maintained.
3. Changes to the master rotation will be discussed at Hospital Association Committee meetings, but will not require a revised Innovative Schedule Letter of Understanding.
4. Either party may discontinue this arrangement at anytime with 60 days written notice.

Dated at St. Thomas, Ontario, this 7th day of December, 2011.

FOR THE EMPLOYER

FOR THE UNION

Laura Pavlovic

Diana Szlachta
Labour Relations Officer

Jan Nace

Frank Mewen

Nancy Ferguson

Anne Daykin

Marj Murray

Judy Bms

Victoria Wark

LETTER OF UNDERSTANDING

Between:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: 2 Day 2 Night scheduling in CICU

(Applies to Full-Time and Job Share members only)

Article G-9 will be maintained with the addition of the following provision.

The parties agree that the 2 Day 2 Night schedule in the CICU consists of 4 scheduled working tours followed by 5 scheduled days off. 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. In order to ensure this the twelve statutory holidays will be embedded in the schedule and an additional three (11.25) hour tours will be scheduled by mutual agreement between the member and her manager.

Dated at St. Thomas, Ontario, this 7th day of December, 2011.

FOR THE EMPLOYER

Laura Fairbrother
Jan Nace
Nancy Ferguson
Mary Murray

FOR THE UNION

David Peckham
Labour Relations Officer
Frank Mewer
Ann Daykin
Judy Buis
Victoria Wark

LETTER OF UNDERSTANDING

Between:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Innovative Scheduling for Emergency Room

(Applies to Full-Time and Job Share members only)

The parties agree that in accordance with Article 13.03, Innovative Unit Scheduling of the Central ONA Collective Agreement that;

1. The innovative unit schedule in Emergency is defined as one that results in full-time members and Job Sharers working either a two day/2 night rotation or a Hybrid Schedule.
2. Article G-8 and G-9 will be maintained.
3. The parties agree that the 2 Day 2 Night schedule in the Emergency Room consists of 4 scheduled working tours followed by 5 scheduled days off. 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. In order to ensure this the twelve statutory holidays will be embedded in the schedule and an additional three (11.25) hour tours will be scheduled by mutual agreement between the member and her manager.
4. The initial master rotation will consist of sixteen (16) full time 2 Day 2 Night lines and three (3) full time hybrid lines. Should this combination of lines change the employer will meet with the union to discuss any issues arising from those changes.
5. Changes to the master rotation will be discussed at Hospital Association Committee meetings, but will not require a revised Innovative Schedule Letter of Understanding.
6. Either party may discontinue this arrangement at anytime with 60 days written notice.

Dated at St. Thomas, Ontario, this 14th day of December, 2011.

FOR THE EMPLOYER

Laura Pardonis
Jan Nace
Nancy Ferguson
Aloy Murray

FOR THE UNION

Paul Bookchin
 Labour Relations Officer
Frank McEwen
Anne Daykin
Judy Brisi
Victoria Ward