

COLLECTIVE AGREEMENT

Between:

STEVENSON MEMORIAL HOSPITAL
[hereinafter referred to as the "Employer"]

And:

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

Expiry Date: March 31, 2011

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APPENDIX "3"

SALARY SCHEDULE

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

Classification - Registered Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

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

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

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

Applicable straight time hourly rate + 13%.

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

its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

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

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

APPENDIX "4"

SUPERIOR CONDITIONS - FULL-TIME

Frozen Sick Leave Bank Pay Out

0 to 5 Years	-	Nil
5 to 10 Years	-	15% to maximum of 30 days
10 Years and Up	-	50% to maximum of 30 days
Upon normal retirement at age 65 years	-	100% of total accumulated
Upon early retirement at 62 years of age or over	-	50% of accumulated days.

APPENDIX 5

LOCAL ISSUES

Between:

STEVENSON MEMORIAL HOSPITAL
[hereinafter referred to as the "Employer"]

And:

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

FULLTIME & PART-TIME

ARTICLE A - RECOGNITION

A - 1 FULL-TIME:

All full-time registered and graduate nurses of Stevenson Memorial Hospital in the Town of New Tecumseth, save and except Head Nurse, persons above the rank of Head Nurse, Director of Volunteer Services, persons for whom any trade union held bargaining rights as of November 10, 1992 and pending resolution of the composition of the Bargaining Unit, the Bargaining Unit will be limited to nurses "employed in a nursing capacity" and excluding as well, Intake Worker, Case Manager, Mental Health Counsellor I and Discharge Planner.

A - 1 PART-TIME:

All part-time registered and graduate nurses of Stevenson Memorial Hospital in the Town of New Tecumseth, save and except Head Nurse, persons above the rank of Head Nurse, Director of Volunteer Services, persons for whom any trade union held bargaining rights as of November 10, 1992 and pending resolution of the composition of the Bargaining Unit, the Bargaining Unit will be limited to nurses "employed in a nursing capacity" and excluding as well, Intake Worker, Case Manager, Mental Health Counsellor I and Discharge Planner.

NOTE: "Supervisor" and "Head Nurse" have been amended throughout the Collective Agreement to "Unit Manager" agreed as of August 14, 1996.

NOTE: It is understood that the "Association" throughout the Collective Agreement can be interpreted as the "Union" as defined by the Ontario Labour Relations Act.

ARTICLE B - MANAGEMENT RIGHTS

B - 1 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, assign, retire, discharge, direct, promote classify, transfer, lay-off, recall, suspend or otherwise discipline nurses, provided that a claim by a nurse that she/he has been discharged and disciplined without just cause may become the subject of a grievance and may be dealt with as is herein provided.
- (c) Determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location of work.

- (d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.
- (e) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.

The Employer recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE C - UNION COMMITTEES AND REPRESENTATIVES

C - 1 (a) Union Representatives

There shall be four (4) union representatives excluding executive members.

(b) Grievance Committee

There shall be a Grievance Committee of up to three (3) nurses of which only two (2) shall participate with the Employer in grievance meetings at any one (1) time.

(c) Negotiating Committee

There shall be a Negotiating Committee of three (3) nurses and an Employment Relations Officer of the Ontario Nurses' Association.

(d) Union-Management Committee

There shall be a Union-Management Committee composed of four (4) nurses representing the Union and four (4) representatives of the Employer.

- (e) It is understood that representation for all the above committees is deemed to be for both full-time and part-time Bargaining Units combined.

Representation for all the above Committees will consist of no more than one (1) representative from any unit, whenever possible.

ARTICLE D - LEAVE OF ABSENCE

D - 1 Union Leave

Any requests for leave of absence by the Union shall be submitted to the Employer, in writing, by the President of the Local Union indicating the date(s) and the name(s) of the nurse(s) for whom the leave of absence is being requested.

Requests for leave of absence will be made at least two (2) weeks prior to the posting of the schedule during which such leave has been requested.

Notice of cancellation of the leave shall be made forty-eight (48) hours prior to the date of the proposed leave if the affected nurse is to be returned to her/his regular tour of duty for the day for which the leave was originally requested.

Leave of absence for Union business shall be granted up to an aggregate maximum of forty-five (45) days during the calendar year. Such leave shall not be unreasonably withheld. It is agreed that not more than two (2) nurses can be absent from both Bargaining Units.

The Bargaining Unit President shall be paid for all hours spent at meetings at the written request of the Administration, outside her regularly scheduled hours, at her straight time hourly rate to a yearly maximum of thirty seven and one-half (37.5) hours.

D - 2 Prepaid Leave

For the purposes of the prepaid leave plan, there shall be no more than one (1) nurse from any one (1) unit. Both full-time and part-time nurses are included in this total.

ARTICLE E - PAID HOLIDAYS

E - 1 The Employer agrees to recognize the following paid holidays:

- | | |
|---------------------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Armistice Day |
| Canada Day/July 1st | Christmas Day |
| Float Day *Full-Time Only | Boxing Day |

E - 2 Where a nurse is entitled to a lieu day under Article 15.04 or 15.05 such day off must be taken at a mutually agreeable time within sixty (60) days following the holiday, unless mutually agreed otherwise, or payment shall be made in accordance with Article 15.03. A lieu day for New Year's may be taken prior to the holiday (during the Christmas time off period).

E - 3 If a part-time nurse works on any of the above noted paid holidays, she/he shall receive premium pay at a rate of one and one-half (1½) of her/his regular straight time hourly rate.

E-4 Full-time nurses who are on a master schedule will be booked to work the paid holidays, if it falls within their normally scheduled tours unless otherwise mutually agreed.

ARTICLE F – VACATION

F - 1 The Employer will post by March 1st a vacation sheet in each unit to cover the period from June 15th to September 15th in each year, and each nurse employed in the unit should indicate prior to April 15th her/his preference for that vacation; in the

event of conflict, seniority shall govern. Seniority rights for the purposes of this Article can only be exercised once in a fiscal year. The vacation schedule shall be confirmed by May 15th. Any remaining time shall thereafter be granted on a first [1st] come first [1st] served basis. All other vacation requests shall be submitted two (2) weeks prior to the posting of the schedule in which the time off is requested and such requests shall be granted in order of date of request.

Preference for vacations and vacation requests shall be made by submitting a Vacation Request Form to the Nurse Manager within the timelines outlined above.

- F - 2 A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.
- F - 3 Vacation may commence on any day of the week.
- F - 4 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following the vacation.
- F - 5 The Employer will endeavour to allow vacation to be taken at any time of the year.
- F - 6 Full-Time:
- (a) Requests for vacation time at Christmas or New Year's will be considered for exceptional circumstances on an individual basis and will not be unreasonably denied.
 - (b) It is understood that vacation weeks are not necessarily continuous; however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the need to meet the operating requirements of the Hospital. The Hospital will not unreasonably deny vacations.
 - (c) Vacation cannot be accumulated beyond the nurses' entitlement under Article 16 of the Collective Agreement. In exceptional circumstances, nurses may request a carry over of vacation entitlement in writing to the manager by March 1st. Such requests shall not be unreasonably denied.

ARTICLE G - HOURS OF WORK - REGULAR TOURS

- G - 1 The first shift of the day shall be the day tour.
- G - 2 There shall be no split tours.
- G - 3 Schedules shall be posted two (2) weeks in advance and shall cover at least a six (6) week period. Requests will be submitted two (2) weeks in advance of the posting of the schedule. The employer will give personal notification to nurses of any changes to the posted schedule.
- G - 4 For normal tours, there shall be a minimum of sixteen (16) hours off between the conclusion of work and the start of the nurse's next tour unless expressly waived by the nurse, and agreed to by the Employer.

- G - 5 A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday evening shift until the commencement of the Monday day shift.
- G - 6 Nurses shall be entitled to receive every second [2nd] weekend off.
- A nurse will receive premium payment, as defined in Article 14, for all hours worked on a second [2nd] consecutive weekend, save and except where:
- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (b) such nurse has requested weekend work; or
 - (c) such weekend is worked as the result of an exchange of shifts with another nurse.
- G - 7 Nurses shall be allowed to exchange tours of duty. Such changes initiated by the nurse will not result in additional cost to the Employer. All changes shall be subject to the approval of the Unit Manager.
- G - 8 If the nurse is to be re-posted to another area, she/he will be notified personally and shall not be placed in charge of the unit on that shift.
- G - 9 Full-Time:
- (a) There shall be forty-eight (48) hours of time off between night and day tours.
 - (b) There shall be forty-eight (48) hours of time off between day and night tours.
 - (c) The Employer will endeavour to provide fifty percent (50%) of a nurse's shifts to be scheduled as day shifts.
- G - 10 The normal starting and stopping times for regular shifts will be:
- 0745 hours - 1600 hours - Days
 - 1545 hours - 2400 hours - Evenings
 - 2345 hours - 0800 hours - Nights
- G - 11 The Employer shall not schedule nurses to work more than two (2) different tours in a one (1) week period unless mutually agreed otherwise.
- G - 12 Should the Employer wish to implement any scheduling other than regular tours or the normal daily extended tour, they will meet with the Union to discuss the implementation process.
- G - 13 The Employer will endeavour to schedule a minimum of five (5) consecutive days off at either Christmas or New Year's in alternate years, unless mutually agreed otherwise.

The provisions of Article G may be waived once between December 20th and January 5th so that nurses will receive five (5) or more consecutive days off at either Christmas or New Year's in alternating years.

Once the schedule is posted, any change to the schedule, which violate the scheduling provisions under Article G shall be subject to premium payment.

Christmas time off will include December 24th, December 25th and December 26th and New Year's. For the purpose of this schedule, the Christmas period off shall be defined as the beginning of the day shift(s) on December 24th until the beginning of the day shift(s) on December 27th. The New Year's period off shall be defined as the beginning of the day shift(s) on December 31st until the beginning of the day shift(s) on January 2nd.

The Hospital will give six (6) weeks' notice to nurses of Christmas and New Year's time off.

G - 14

Part-Time:

- (a) All pre-booked shifts shall be distributed as equitably as possible among the regular part-time nurses in each unit and/or area when the time sheet is posted.
- (b) Additional shifts shall be offered to the regular part-time nurses assigned to the unit up to their commitment before being offered to casual nurses. Regular part-time nurses who wish to be considered for such additional shifts shall so indicate to their Unit Manager in writing on a periodic basis as stipulated by the Employer. The Employer shall endeavour to assign such additional shifts as equitably as possible. It is recognized the Employer shall not be required to assign any hours which may result in overtime premium pay.
- (c) Where no regular part-time employee is willing to perform the available work, the tour will then be offered to casual part-time employees as equitably as possible on a rotating basis.

G – 15

Twelve (12) Hour Shifts

- (a) Extended tours shall be introduced into any unit when:
 - i) eighty percent (80%) of the employees in the unit so indicate by secret ballot; or
 - ii) the Employer agrees to implement extended tours, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
 - i) fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
 - ii) the Employer, because of

- A) adverse effects on patient care;
 - B) inability to provide a workable staffing schedule; or
 - C) the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended tours in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (d) The following regulations shall govern the scheduling of work for employees working extended tours:
- i) The Employer shall ensure each employee every second (2nd) weekend off.
 - ii) Employees shall not be required to work more than three (3) consecutive tours.
 - iii) The Shift shall be eleven and one-quarter (11.25) consecutive hours in any twenty-four (24) hour period exclusive of a total of forty-five (45) minutes unpaid meal break and inclusive of a total of forty-five (45) minutes of relief breaks during the Shift.
 - iv) All other scheduling regulations which apply to employees working the regular daily tour as provided in Article G – 4 (c) to (m) inclusive.

ARTICLE H - PART-TIME COMMITMENT

- H - 1 Regular part-time nurses will be available for work twenty-four (24) hours per week.
- H - 2 Regular part-time nurses will be available for work as follows:
- (a) for every second [2nd] weekend, premium payment for second [2nd] consecutive weekend as per Full-Time Article G - 6 shall apply;
 - (b) at least fifty percent (50%) of the recognized paid holidays;
 - (c) a minimum of forty-eight (48) weeks per year.
 - (d) To work as scheduled over either Christmas or New Year's period subject to Article G - 13.

H - 3 This Article does not constitute a guarantee of hours to a regular part-time nurse.

ARTICLE I - PREMIUM PAYMENT

I - 1 Where the nurse elects to receive compensating time off, such time off shall not exceed thirty-seven point five (37.5) hours at regular time.

Requests to utilize compensating time off shall be made, in writing, at least two (2) weeks in advance.

Compensating time off shall be utilized by the end of the fiscal year. Any unused compensating time off shall be paid on the last pay of March in conjunction with vacation overage.

All compensating time off exceeding thirty-seven point five (37.5) hours will be paid out at time and one-half the nurse's current hourly rate.

I - 2 If the Employer fails to schedule for normal tours a period of sixteen (16) consecutive hours off between periods of work, the Employer will pay to the nurse time and one-half [1½] her/his appropriate hourly rate for the following tour of duty worked.

I - 3 If the nurse is scheduled to work in excess of seven (7) consecutive days on normal tours, she/he shall be paid time and one-half (1½) of all days scheduled in excess of seven (7) until a day off is scheduled.

I - 4 Any of these provisions may be waived by the mutual agreement of the nurse and her/his Unit Manager.

ARTICLE J – MISCELLANEOUS

J - 1 The Employer shall provide a bulletin board for the sole use of the Union in the locker room.

J - 2 **Sexual Harassment**

The Employer agrees to continue its current policy regarding sexual harassment.

J - 3 If facilities are available, the Employer may grant permission to the Union to hold meetings on the Employer's premises.

J - 4 The Employer will continue its current practice of direct deposit on a bi-weekly basis.

J - 5 The delegation of Adding Nursing Skills and Sanctioned Medical Acts to nurses will be in accordance with guidelines established by the College of Nurses from time to time and any approved Employer policy related thereto.

J - 6 Nurse Abuse

The Employer shall consider requests for reimbursement to a nurse for reasonable damages to eye glasses and personal property occurring during the performance of her/his duties.

J - 7 The Hospital will advise the Local President monthly of the names of nurses newly hired and their area of assignment.

ARTICLE K – COMPENSATION

K - 1 The Employer will provide scrub uniforms for all nurses working in the Operating Room, Obstetrics, Dialysis and Emergency. Scrub uniforms will be available for nurses whose uniforms are soiled by body substances. Uniforms provided by the employer must be laundered by the employer.

K - 2 A Graduate Nurse shall be paid ninety-seven point sixty-seven percent (97.67%) of the start Registered Nurse rate.

- K - 3 i) The employer will provide each full time nurse with two (2) paid education days and each regular part time nurse one (1) paid education day for the purpose of enhancing their professional practice. Days taken on a nurse's day off shall be paid at seven and one-half (7½) hours. The amount paid to a nurse who takes the days on her regularly scheduled day of work shall be equal to the number of hours for which she was scheduled. Paid education days shall not result in overtime payments.
- ii) Where practicable, the Hospital will provide on-site courses and re-certification.
- iii) Where the Hospital deems changes to existing certification requirements are essential to allow a nurse to practice in a specific unit, program or service, any such change will be discussed at the Association-Hospital Committee prior to implementation.

ARTICLE L - JOB SHARING

If the Employer 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:

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

L - 2 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Unit Manager of the Unit.

L - 3 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.

L - 4 Each job sharer may exchange shifts with her/his partner.

L - 5 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

L - 6 Coverage:

(a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one (1) cannot cover the other, the Unit Manager 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 Full-Time and Part-Time Agreements:

In the event that one (1) member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

L - 7 Implementation:

(a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.

(b) Any incumbent full-time nurse wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(c) If one (1) of the job sharers leaves the arrangement, her/his 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 nurse will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

L - 8 Discontinuation:

Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE M - MODIFIED WORK

- M - 1 The Employer will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a full-time nurse goes on L.T.D.

- M - 2 When it has been medically determined that an employee is unable to return to full duties of her/his position due to a disability, the Employer 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.

- M - 3 The Employer 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.

LOCAL SIGNING PAGE

Dated at Alliston, Ontario, this 29th day of January, 2008⁹.

FOR THE EMPLOYER

K. Macomber

[Signature]

Casey

[Signature]

A. Archard

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

Linda Perry

Shirley McCarthy