

COLLECTIVE AGREEMENT

Between:

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

And:

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

Expiry Date: June 7, 2021

APPENDIX 3- SALARY SCHEDULES**Registered Nurse**

	Effective <u>April 1, 2020</u>	Effective <u>April 1, 2021</u>
Start	\$33.56	\$33.90
1 Years	\$33.72	\$34.06
2 Years	\$34.28	\$34.62
3 Years	\$35.98	\$36.34
4 Years	\$37.67	\$38.05
5 Years	\$39.79	\$40.19
6 Years	\$41.94	\$42.36
7 Years	\$44.08	\$44.52
8 Years	\$47.22	\$47.69
25 Years	\$48.05	\$48.53

Graduate Nurse

	Effective <u>April 1, 2020</u>	Effective <u>April 1, 2021</u>
Start	\$32.06	\$32.38
1 Years	\$32.16	\$32.48
2 Years	\$32.65	\$32.98
3 Years	\$34.22	\$34.56
4 Years	\$35.74	\$36.10
5 Years	\$37.67	\$38.05
6 Years	\$39.39	\$39.78
7 Years	\$41.42	\$41.83

Charge Nurse, Team Lead CICU

	Effective <u>April 1, 2020</u>	Effective <u>April 1, 2021</u>
Start	\$35.67	\$36.03
1 Years	\$35.82	\$36.18
2 Years	\$36.43	\$36.79
3 Years	\$38.22	\$38.60
4 Years	\$40.03	\$40.43
5 Years	\$42.28	\$42.70
6 Years	\$44.56	\$45.01
7 Years	\$46.83	\$47.30
8 Years	\$50.17	\$50.67
25 Years	\$51.06	\$51.57

Charge Nurse Wage Rates is (n+6.25%)

Clinical Resource Nurse, Clinical Educator

Hourly Rate

	Effective <u>April 1, 2020</u>	Effective <u>April 1, 2021</u>
Start	\$35.08	\$35.43
1 Year	\$35.24	\$35.59
2 Years	\$35.82	\$36.18
3 Years	\$37.59	\$37.97
4 Years	\$39.37	\$39.76
5 Years	\$41.59	\$42.01
6 Years	\$43.81	\$44.25
7 Years	\$46.06	\$46.52
8 Years	\$49.34	\$49.83
25 Years	\$50.21	\$50.71

The parties agree that the CRN rate of pay will be 4.5% over the base RN rate.

APPENDIX 4- SUPERIOR CONDITIONS

The current practice for members of the ONA bargaining unit at STEGH is vacations earned as at April 30th in a given year must be taken by April 30th of the following year.

The Registered Nurses who have transferred to STEGH from St. Joseph's Regional Mental Health Program divestiture and the Clinical Educators will continue to take vacation as it is accrued in the current year as opposed taking vacation the year after it is accrued.

This letter of understanding applies only to the employees listed in Schedule A and will remain in effect until those employees are no longer employed at STEGH.

SCHEDULE A

Registered Nurses

Sherry Lawrence
Evelyn Vanderkooy
Lisa Medeiros
Kari Reiter
Brenda Smith
Amy Kidder
Tina McIntee
Glenda Turner
Irene Reichmann
Beata Kosinski
Shelley Poels
Jas Demelo
Amanda Hindley

Clinical Educators

Jennifer Perry
Anyia Bechard

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.
- A-6 The word parties when used throughout this Agreement shall mean the Hospital and the Union.

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, Mental Health 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 Occupational Health and Safety Committee
- The Hospital will recognize one (1) bargaining unit employee of the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

C-7 The Employer will provide to the Ontario Nurses' Association a private office space with a small locked filing cabinet a small desk and a chair for the purpose of conducting union work. In addition, the Hospital agrees to provide one (1) telephone and voicemail account to the Union office. The Hospital will also provide appropriate access to the Hospital computer network, as well as remote email access. The Union will provide all hardware and assume responsibility for any necessary repairs and related expenses. Such use will comply with the Hospital's policies and procedures on the use of electronic communication.

The Hospital will also provide the ONA Bargaining Unit President with one (1) shift per bi-weekly pay period to conduct Employer/Union business. These hours will be paid at regular straight time and will be scheduled on a regular working day. The Bargaining Unit President will notify her Manager and the Scheduling Resource Office (SRO) of the date or period in which when she wishes the office hours to be scheduled so that coverage for the unit can be found. If coverage cannot be found the hours must be scheduled at a different time.

C-8 The defined units in the Hospital for the purposes of this Collective Agreement are as follows:

1. OR
2. OPS/PACU
3. Emergency
4. Cardiac & Intensive Care Unit (CICU)
5. Women and Children
6. AMU 4
7. AMU 5
8. 2 Main
9. Continuing Care Centre
10. Mental Health Care
11. Ambulatory Care
12. Integrated Stroke Unit/Secondary Stroke Prevention Clinic
13. Chemotherapy

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. As per Article 5.06, the Hospital agrees that an Officer of the Union or Union Representative shall be allowed fifteen (15) minutes during regular working hours at a mutually agreed time to interview newly hired nurses.

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 via the time and attendance system. Partial tour shift trades must be submitted in writing and must be approved by the Manager.
 - 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 four (4) 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. With manager approval, trades of differing shift length may occur. 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 and is subject to manager approval and will not be unreasonably denied.
 - vi) Prefer to have Clinical Resource nurses trade with Clinical Resource 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 Year's 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 Year's 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 indicate 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 Year's on an alternating basis from year to year as defined above.

It is understood that units will have input into the Christmas Schedule ("Christmas Self-Scheduling"), if requested by the majority of nurses on the Unit. 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 off 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 via the time and attendance system. Partial tour shift trades must be submitted in writing and must be approved by the Manager.
 - 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 four (4) 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. With manager approval, trades of differing shift length may occur. 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 and is subject to manager approval and will not be unreasonably denied.

- vi) Prefer to have Clinical Resource nurses trade with Clinical Resource 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) Pursuant to Article 13.02, the total break time for extended tours will be as follows:
- (i) The first 45 minutes of break time will be paid time;
 - (ii) The second 45 minutes of break time will be unpaid.
- (e) The day shift will be the first shift of the day.
- (f) 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.
- (g) Posting of Christmas, New Year's schedules no later than November 15th.

- (h) 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 Year's 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 Year's shall be scheduled to include all hours off from 0700 December 31st to 0700 January 2nd.

- (i) 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 Year's as defined above.

- (j) It is understood that units will have input into the Christmas Schedule ("Christmas Self-Scheduling"), if requested by the majority of nurses on the Unit. 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.
- (k) 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):

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

- (p) 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

Lieu Time Off/Time Owing

- (a) FOR FULL-TIME EMPLOYEES:

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.

- (b) FOR PART-TIME EMPLOYEES:

Part-time will be allowed to bank approved premium pay accumulated to a maximum of a maximum of forty-five (45) 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.

- (c) For those full time and part time employees working in the OR and OPS/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.

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 scheduled by seniority, as follows:
 - A) To those RPT and Job Sharers on their unit who have indicated in the Time and Attendance System that they are available for additional shifts.
 - B) To Casuals on the unit by seniority on a rotational basis for each individual shift;

To clarify, the most senior RPT and/or Job Shares will be scheduled 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 given 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 in the Time and Attendance System 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 the Time and Attendance System 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.
- (c) A Unit nurse who 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 secondary 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. The Unit manager will provide the nurse with written notice in the event they determine the nurse is no longer required in the secondary pool. (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-7

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.
- (f) Remedy for Improperly Offered / Scheduled Additional Tours
 - (i) The affected Nurse will be offered a make-up shift of the same duration as an extra to be worked at a time mutually agreed to by the Nurse and her/his Manager.
 - (ii) The make-up shift will be paid at the rate of pay which the Nurse would have received had the offer been made according to the Collective Agreement.

G-8 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 or otherwise mutually agreed.
- (d) Employees working tours comprised of less than 7.5 hours shall not be scheduled to work more than five (5) consecutive tours.

G-9 Hybrid Schedules

- (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-10

2D 2N Extended Tour Schedule

- (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:
 - A) adverse affects on patient care, or
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, 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, RPT employee who is covering a temporary full time line or job sharer will not receive premium payment for such part weekend worked.

- iii) employees shall notify the Hospital, in writing, whether they agree to have their stats embedded in their schedule. Should they wish to revise their original election, they must notify the Hospital's Human Resources Department in writing by January 1st of each year.
- iv) employees who join a unit during the year and will be placed on a 2D2N schedule line will be given the option of whether or not to have her or his stats embedded for the remainder of the year. The employee will work the existing schedule for the booking period that is in progress and their election will be implemented commencing the next full booking period. If an employee fails to make an election within two (2) weeks of being asked to elect, their stats will be embedded for the remainder of the year.

- (d) Employees who elect to embed their stats will be scheduled as close to 1950 hours per year as possible. In order to ensure this, twelve (12) statutory holidays will be embedded into their schedule (and paid as 90 hours of holiday pay). An additional three 11.25 hour tours will be also scheduled by mutual agreement between the nurse and his/her manager.

- (e) Employees who decline to embed their stats will:

- i) be scheduled as close to 1950 hours per year as possible (i.e. 1943.75 hours or 1955 hours per year, dependent on how the schedule rotation falls), including eleven (11) shifts of 11.25 hours added to the 2D2N pattern at the Hospital's discretion;
- ii) in accordance with Article H-2 of this agreement, employees will be required to submit their requests for twelve (12) seven and a half (7.5) hour statutory lieu days off in a year as part of the existing scheduling processes. Lieu days will be requested by the nurse and will be subject to the approval of the manager and must be taken within either fifty (50) days before or eighty (80) days following the holiday. Approval for lieu day requests shall not be unreasonably withheld;

- iii) if an employee does not book their statutory lieu day off by the date of the statutory holiday, the Hospital will select their statutory lieu day for the nurse within the eighty (80) day period following the statutory holiday and will advise the nurse accordingly. The intent of this provision is that the nurses will not be able to work a full 1950 hours during a year and, in addition, be paid out holiday pay.
- (f) 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.

G-11

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-12

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-13 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. All banked lieu days must be taken within the fiscal year that they occur.

H-3 FOR FULL-TIME EMPLOYEES:

Banking of Lieu Days

- (a) The parties agree that Nurses may elect to accumulate at any given time in a "bank" up to thirty (30) 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 Committee in December of each year.

Vacation quotas on a unit will not be unreasonably restrictive. Vacation quotas will be posted on the vacation planner when it is posted. Quotas for vacation for full-time and part-time will be separate. When job-sharers cover for each others vacation they shall not form part of any vacation quotas if coverage is indicated on the planner.

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.
- I-4
- (a) Vacation planners will be posted 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 planners 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, or scheduled for the period immediately following the Christmas booking period will be scheduled by the Employer.
 - (e) Full time nurses shall submit their vacation requests for the prime time vacation period of June 15th — September 15th on the vacation planner. Vacation approval during the prime time period will be limited to a maximum of three (3) weeks' per nurse. Additional requests may be approved during prime time if operationally practicable.
 - (f) Both the Hospital and the Association agree that requests submitted on the September 15th vacation planner will not result in vacation that was previously approved on the January 15th vacation planner being denied.
- I-5 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will give consideration to block vacation requests prior to consideration of individual days. Individually requested days will not be unreasonably denied.
- 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 the time and attendance system.

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

J-1 An employee must notify their Manager at least two (2) hours 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 follow the current call-in process for the Unit. 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 (1) employee from any unit (as defined in C-7) may be absent at the same time to a maximum of fourteen (14) employees in total from the full time and part time bargaining units combined, or more at the discretion of the Hospital.

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 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-2 An incumbent full-time employee who wishes to share her position must make written application to the Hospital. Job sharing requests with regard to full time positions shall be considered on an individual basis. The Unit Manager or designate will determine the number of job sharing positions allowable in the Unit and will approve such job sharing requests based on operational requirements of the Unit.

M-3 Where this request 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.

The filling of such job share position will be done in accordance with Article 10.07 (b) of the Central Hospital Agreement.

M-4 Total hours worked by the job share partners shall equal one (1) full time position. The division of these hours shall normally be a 50/50 split or be determined by mutual agreement between the two (2) employees and the Manager of the Unit.

M-5 For job share partners in Extended Tour (ex. 2D2N) schedules, a combined total of approximately 123.75 additional hours shall be picked up each calendar year. This is to ensure that the job share line is scheduled as close to 1,950 hours per year as possible.

These additional hours must be pre-scheduled and the job share partners must predetermine their additional shifts on the top up planner that is distributed to the Units in January of each year. Call in shifts that are accepted by either job share partner will not be approved as one of the annual mandatory top up shifts.

M-6 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-7 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-8 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. If an agreement cannot be reached, the division of paid holidays shall be equalized.

M-9 Coverage

(a) When one of the Job Sharers is unable to attend work due to incidental illness or absences, 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 other's 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 will continue to be responsible for at least 50% of all hours including 50% of the weekends and 50% of the night and day shifts.

M-10 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-11 Discontinuation

The Hospital or the Union 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-12 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-13 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-14 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 – MODIFIED WORK

N-1 (a) Early and Safe Return to Work

The Employer and the Union agree to support the principle of early and safe return to work of injured/ill workers. Further the parties agree to comply with the early and safe return to work provisions pursuant to the Workplace Safety and Insurance Act and in compliance with the obligations to accommodate employees under the Human Rights Code.

The parties agree to utilize return to work principles and guidelines that promote individualized early and safe return to meaningful work programs based upon what is reasonable and medically necessary. Where there is a reasonable possibility that a Nurse may return to work on modified duties the Employer may provide the Nurse with a Functional Abilities Form to be completed by the respective attending physician and/or primary care provider for completion. Such form will be submitted to the Health and Abilities Specialist.

(b) Return to Work Plan

When it has been medically determined that an employee is unable to return to the full duties of her full 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) An employee in need of permanent placement/ accommodation may be temporarily accommodated in an available position until a permanent placement/ accommodation is established. Such Nurse will remain on the list of Nurses requiring permanent placement.
- (d) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that they must balance additional factors including, in no particular order:

1. Skills, ability and experience
2. Ability to acquire skills
3. Path of least disruption in the workplace

- N-2 The Employer agrees to supply the ONA Representative to the JHSC with a copy of the Risk Alert within forty-eight (48) hours of the form being sent to WSIB where such report relates to a member of the bargaining unit.
- N-3 The Hospital will notify the Bargaining Unit President of the names of all Nurses on LTD as soon as possible after such leaves commences

ARTICLE O - VIOLENCE IN THE WORKPLACE

- O-1 (a) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that s/he or another person is at risk of physical and or psychological injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

- (b) Violence Policies and Procedures

The Employer agrees to develop, in consultation with the JHSC, formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence and the management of violent situations.

Prior to implementing any changes to these policies, the Employer agrees to consult with the Union and the JHSC.

- (c) Notification to the Union

The Hospital will inform the Union and the JHSC within three (3) days of notification through the Incident Reporting System of any employee who has been subjected to violence while performing his/her work. Such information, providing details set out in Section 5 of the Regulation for Health Care and Residential Establishments, shall be submitted in writing to the Union as soon as possible but in no case longer than four (4) days of becoming aware.

For Critical Injuries, the Hospital will notify the Joint Health and Safety Committee and the Union immediately and in writing, providing details set out in Section 5 of the Regulation for Health Care and Residential Establishments within 48 hours.

(d) Function of the JHSC

All incidents involving aggression or violence shall be brought to the attention of the JHSC. The Employer agrees that the JHSC shall concern itself with all matters relating to violence to staff.

(e) Training

The Employer agrees to provide training and information on the violence prevention and harassment policies and programs and on the prevention of violence to all Employees.

(f) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

(g) 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.

ARTICLE P - MISCELLANEOUS

P-1 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.

P-2 Weekend Premium

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

P-3 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.

P-4 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.

P-5 In reference to Article 10.07, the parties agree that full time nurses may be considered for temporary full time vacancies.

P-6 Notification of Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified electronically within one (1) week of the decision being made.

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

P-7 The Hospital agrees to discuss any proposed changes to any master schedule through the Hospital-Association Committee. The parties agree to attend ad-hoc HAC meetings, in relation to the above when requested.

P-8 Where a unit has a master rotation and a permanent full time line becomes vacant, requests may be submitted in writing by full time nurses on the Unit for consideration of transferring to the vacant line in the rotation. The request may be granted by seniority with consideration being given to appropriate skill mix of the Unit prior to filling the actual vacancy.

P-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 through pre-authorized withdrawal process. It is understood that any transaction would be dated the first of each and every month.

P-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. Clinical Resource Nurses will not be required to be reassigned.

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

P-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

P-12 Mentorship

Any Registered Nurse ("RN") interested in becoming a mentor may indicate in writing or verbally to the Hospital of such interest.

SIGNING PAGE

Dated at St. Thomas, Ontario, this 7th day of December, 2020

FOR THE EMPLOYER

Shannon Caven

Roxanna Green

Signed

Signed

FOR THE UNION

Lisa Knight

Labour Relations Officer

Trudy Frank-MacEwen

Sherry Lawrence

Geraldine Dailey

Anne Daykin

LETTER OF UNDERSTANDING

Between:

THE ST. THOMAS ELGIN GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Innovative Scheduling

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

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

1. The following units are covered by this Letter of Understanding:

- Women and Children
 - Continuing Care Centre
 - Emergency
 - CICU
 - 2 Main
 - AMU4
 - AMU5
- Integrated Stroke Unit/Secondary Stroke Prevention Clinic

The innovative unit schedule for those listed above is defined as one that results in full-time members and Job Share RNs working a combination of a 2D2N schedule or a variation of it with an extended and or regular tour schedule in accordance with Articles G-1, G-4, and G-10 of this Agreement.

2. All Articles of the Collective Agreement will apply except where amended by this Letter of Understanding;

3. Changes to any master/innovative unit schedule will be discussed at Hospital Association Committee meetings, but will not require a revised Innovative Unit Schedule Letter of Understanding, with the understanding that it will be revised at the next round of negotiations;

Dated at St. Thomas, Ontario, this 7th day of December, 2020

FOR THE EMPLOYER

FOR THE UNION

Shannon Caven

Lisa Knight

Roxanna Green

Labour Relations Officer
Trudy Frank-MacEwen

Signed

Sherry Lawrence

Signed

Geraldine Dailey

Anne Daykin

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 Schedule
Page 2 of 2

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. 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 7th day of December, 2020

FOR THE EMPLOYER

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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.

Upon request, the Employer will provide the Bargaining Unit President with a list of all shifts per department annually. Where the Employer determines a requirement to alter shift times within a department, the parties will discuss the change prior to implementation, at HAC with as much notice as possible.

Dated at St. Thomas, Ontario, this 7th day of December, 2020

FOR THE EMPLOYER

FOR THE UNION

Shannon Caven

Lisa Knight

Roxanna Green

Labour Relations Officer
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LETTER OF UNDERSTANDING

Between

ST. THOMAS ELGIN GENERAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Clinical Resource Nurse Classification

The Parties agree that the Unit Leader position will be re-titled to "Clinical Resource Nurse" (CRN) and will become a separate classification on Schedule A.

The CRN position will be a permanent full time position, filled in accordance with Article 10.07 of the Central Collective Agreement.

An expression of interest will be posted every 6 months so that both full time and part time staff RN's that might be interested in backfilling the permanent CRN's as needed can be identified. Any staff RN that meets the qualifications of the CRN role and has applied to the expression of interest will maintain his/her current status, and will remain on the call in list for staff nurse shifts on their Unit.

The Hospital will maintain a separate blended call list of both full time and part time per Unit based on the expression of interest for purposes of back filling CRN needs where available and not in conflict with their regularly scheduled shifts. The Hospital will follow the same rotational system for offering available CRN shifts as it currently follows for Registered Nurse shifts. When a Registered Nurse is covering a CRN shift they will be paid the applicable CRN rate of pay.

The parties agree that it is preferred for a CRN to trade tours with a CRN on their Unit, however should they need to trade a tour with a Registered Nurse, they will be paid the appropriate Registered Nurse rate of pay.

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.

Only one CRN from each Unit will be allowed to take vacation at any given time.

The parties agree that the CRN rate of pay will be 4.5% over the base RN rate.

Dated at St. Thomas, Ontario, this 7th day of December, 2020

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Between

ST. THOMAS ELGIN GENERAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Standby Scheduling – Operating Room and OPS/PACU

Scheduled standby assignments will be distributed equitably amongst the nurses in a department utilizing standby, with the option to exchange.

Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.

A full-time Employee will not be scheduled for stand-by on a scheduled day off or scheduled on a weekend off, unless mutually agreed in writing between the Employee and the Hospital.

Part-time nurses will not be scheduled for stand-by except on days where they are already scheduled to work unless mutually agreed in writing between the Employee and the Hospital. A copy of such agreement will be copied to the Bargaining Unit President.

Nurses scheduled for stand-by shall be provided a hospital issued communication device. If a Nurse wishes to use their own personal device, they must make arrangements with their Manager.

The Hospital will make available the equivalent of one (1) private Hospital room for Nurses scheduled for stand-by with a lock and a telephone.

The Hospital shall schedule such that no nurse shall be required to undertake standby for longer than sixteen (16) consecutive hours during the week. An employee working the Saturday day shift shall be scheduled standby for the remainder of the weekend including any statutory holiday that falls on a Monday.

An employee who is called in shall be paid in accordance with Article 14.06 and will be permitted leave with pay for that part of his/her next shift to allow a minimum of eight (8) hours between the end of the overtime shift assignment and the commencement of work on the regularly scheduled shift.

Should the employee not wish to work any remaining hours in the shift referred to in paragraph above, she can request time off without pay, or she may choose to use lieu time for those remaining hours if mutually agreed.

An employee who is required to travel to the site or return to his or her home, as a result of being called, shall receive paid transportation which shall be paid by the Employer, either by taxi or by the employee's vehicle pursuant to Article 14.13 of the Collective Agreement.

The parties agree to discuss this Letter of Understanding at HAC.

Dated at St. Thomas, Ontario, this 7th day of December, 2020

FOR THE EMPLOYER

Shannon Caven

Roxanna Green

Signed

Signed

FOR THE UNION

Lisa Knight

Labour Relations Officer
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LETTER OF UNDERSTANDING

Between:

THE ST. THOMAS ELGIN GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Self-Scheduling – Mental Health Care Outpatient Program

Self-Scheduling will be implemented as follows:

1. A "Facilitator" will be appointed by the group who will ensure that every member has provided their schedule for submission and that the schedule meets with the scheduling regulations of the Local Collective Agreement Article G-8.
2. The "Facilitator" will be the "go to" person for any questions or concerns and will work directly with the Manager to settle concerns.
3. The completed schedule will be submitted to the Manager every 6 weeks at least two weeks prior to posting.
4. It is understood that Stat Holidays, as designated by the Employer, are to be scheduled as a 7.5 hour shift.
5. Guidelines will be kept with Hospital Association minutes.

Dated at St. Thomas, Ontario, this 7th day of December, 2020

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Between:

THE ST. THOMAS ELGIN GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Consent to Alter 2D2N

The parties agree that the following language will form part of the Collective Agreement and will remain part of the collective agreement unless properly amended during future negotiations or settlement award:

The parties agree to amend Article G-10 2D2N (Extended Tour Schedule) by adding provision G-10 (g) as follows:

G10 (g) Provision G-10 (c) i) shall not apply if consecutive tours are being scheduled by mutual agreement between the nurse and his/her manager to satisfy G-10 (d) or G-10 (e) or as a result of a shift trade/exchange or Christmas scheduling requests.

Dated at St. Thomas, Ontario, this 7th day of December, 2020

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