

COLLECTIVE AGREEMENT

Between:

SAULT AREA HOSPITALS
(hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Association")

EXPIRY: March 31, 2004

DATED AT Sault Ste Marie, Ontario, this 27 day of May, 2002.

FOR THE ASSOCIATION

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Labour Relations Officer

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IX 3 - SAL SCHEDULE**HOURLY RATES****REGISTERED NURSE**

	April 1 2001	April 1 2002	April 1 2003
Start	21.12	21.75	22.44
1 Year	21.95	22.61	23.33
2 Years	23.10	23.80	24.56
3 Years	24.25	24.97	25.77
4 Years	25.40	26.16	27.00
5 Years	26.83	27.64	28.52
6 Years	28.26	29.11	30.04
7 Years	29.71	30.60	31.58
8 Years	31.45	32.71	33.75

GRADUATE NURSE

	April 1 2001	April 1 2002	April 1 2003
Start	20.50	21.12	21.80
1 Year	21.28	21.92	22.62
2 Years	22.38	23.05	23.79
3 Years	23.48	24.18	24.95
4 Years	24.56	25.30	26.11
5 Years	25.93	26.71	27.56
6 Years	27.18	28.00	28.90
7 Years	28.57	29.43	30.37
8 Years	30.24	31.45	32.46

SALARY SCHEDULE - CONTINUED**HOURLY RATES****PROGRAM COORDINATOR / NURSE CLINICIAN RATES**

	April 1 2001	April 1 2002	April 1 2003
Start	22.16	22.82	23.55
1 Year	23.05	23.74	24.50
2 Years	24.26	24.99	25.79
3 Years	25.45	26.21	27.05
4 Years	26.67	27.47	28.35
5 Years	28.18	29.03	29.96
6 Years	29.67	30.56	31.54
7 Years	31.19	32.13	33.16
8 Years	33.02	34.34	35.44

CLINICAL NURSE SPECIALIST

	April 1 2001	April 1 2002	April 1 2003
Start	23.12	23.81	24.57
1 Year	24.05	24.77	25.56
2 Years	25.31	26.07	26.90
3 Years	26.56	27.36	28.24
4 Years	27.83	28.66	29.58
5 Years	29.40	30.28	31.25
6 Years	30.97	31.90	32.92
7 Years	32.54	33.52	34.59
8 Years	34.46	35.84	36.99

Program Coordinator includes: Primary Care Coordinator, MDS Coordinator, Medical Resource Nurse, Team Coordinator, Primary Nursing Coordinator, Cardiac Care Coordinator, and Oncology District Coordinator.

Nurse Clinician includes: Patient/Nurse Educator and Nursing Practice Leader.

EI 4 - SUPERIOR CONDITIONS

1. In providing the list of nurses from whom dues deductions were made in each month, the Hospital shall also include the following information: the names of those nurses on leaves of absence and of those nurses who have terminated their services that month. In addition to the foregoing, the Hospital will supply the Association with addresses of new employees when they are placed on the check-off list for the first time.

2. duc Allowance

Special Preparation Bonuses	Per Month (Full-time)	Per Shift (Part-time)
(1) A.C.L.S. Course	\$10.00	0.06
(2) Special Courses or Introduction to Nursing Management or 6 months post-graduate O.R. course	\$15.00	0.09
(3) One year University Diploma	\$40.00	0.25
(4) Bachelor's Degree	\$80.00	0.49
(5) Master's Degree	\$120.00	0.74

These bonuses shall be paid only when, in the judgement of the Hospital, the position of the nurse requires the educational qualifications set out above.

3. Sick Leave Provisions

All registered and graduate nurses in the employ of the Hospital as of October 31, 1981, shall be entitled to the following:

- (1) Sick leave under the former plan was accumulated after the first three (3) months of employment for a maximum of one hundred and twenty (120) days.
- (2) One-half (1/2) of the unused portion of sick leave, up to a maximum of eighty (80) days shall be paid to each nurse who has five (5) years, or more, seniority on voluntary severance of her employment from the Hospital.

4. Nurses in the employ of the Hospital on October 23, 1981, shall be governed by the following seniority clause:

A nurse on authorized leave of absence for less than three (3) months shall be re-instated in her former position or in a position of equivalent status, on return to work, without loss of seniority.

5. Where a casual part-time nurse works on any of the holidays listed in Article 15.01 of the full-time Agreement, she shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate for all hours worked on such holiday, subject to the application of Article 14.04 regarding hours worked in addition to the full tour.

6. Thessalon Site

Full seniority shall accumulate while on WSIB.

7. Matthews Site

Pursuant to the Inflation Restraint Act the following superior condition is to be continued as part of the compensation Plan and applicable to part-time nurses employed as of October 15, 1982.

Note: Nurses who work on Statutory Holidays are paid at time and one-half at regular straight time hourly rate and a lieu day.

APPENDIX 5 - LOCAL ISSUES

ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes the Association as the Bargaining Agent for all registered and graduate nurses employed in a nursing capacity by:
- Sault Ste. Marie General Hospital
 - Plummer Memorial Public Hospital
 - Thessalon Division of the Plummer Memorial Public Hospital
 - Matthews Memorial, Division of the Plummer Memorial Public Hospital
- Save and except for Nursing Managers, persons above the rank of Nursing Managers and Health Nurses.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain fully, with the Hospital except as limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Association 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, suspend or otherwise discipline nurses, provided that a claim of discharge or discipline including transfer and demotion without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operations and highest standards of service, job rating or classification, the hours of work, work assignment, methods of doing the work and the working establishment for any service;
 - (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
 - (e) discuss with the Association, make, 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 this Agreement.
- B-2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - INTERVIEW FOR NEW EMPLOYEES

C-1 The Hospital will give an Association representative an opportunity to interview new nurses during the orientation period.

I D - ASSOCIATION REPRESENTATIVES AND COMMI

D-1 Full-time and part-time nurses under this Agreement will be represented in accordance with the following provisions:

(a) Nurse Representatives

The Hospital acknowledges the right of the Association to appoint or otherwise select one nurse representative for each nursing unit at all Hospital sites.

(b) Negotiating Committee

A Negotiating Committee comprised of not more than six (6) nurses provided there are not more than two (2) nurses from any unit.

(c) Grievance Committee

A Grievance Committee of not more than five (5) nurses.

(d) Hospital-Association Committee

The Hospital-Association Committee will be composed of five (5) nurses appointed by the Association and five (5) members appointed by the Hospital.

(e) Professional Development Committee

A Professional Development Committee will be comprised of not more than four (4). One of these members will be the Bargaining Unit President or designate.

(9) The Local O.N.A. President and the appropriate Hospital Vice President may sit as ex officio on committees noted in b), c) and d) above.

ARTICLE E - SENIORITY LISTS

E-1 Seniority lists will be posted semi-annually in January and June.

17 F - ASSOCIATION BUSINESS LEAVE

F-1 Association Leave - Local Business

- (a) In making application for leave of absence for Association business, it is understood that the total leave for all nurses affected shall not exceed 200 days in any calendar year.
- (b) The Association will make a written request for such leave at least two (2) weeks in advance and will be given a written reply within five (5) working days after the request is received.
- (c) Provided prior notice is given, a nurse who has a scheduled day ~~off~~ on a day that she is required to attend an Association function will, if she so requests, be granted an additional day ~~off~~ without pay. The original scheduled day ~~off~~ will be treated as a leave of absence for Association business under Article 11.02 of the Central Agreement. Such change shall be scheduled by the nursing manager at a mutually agreeable time and will not result in premium payment.
- (d) In any area, a request for a leave of absence shall be as follows:
 - i) The first Association Business Leave will automatically be granted.
 - ii) If by chance requests for Association leave involve more than one person, the second or third leave would be granted depending on:
 1. Availability of skilled staff for replacement, and
 2. An understanding by the parties that no more than 2/3 of the regular full-time number of staff in the unit concerned shall be away at any time on any kind ~~of~~ leave.

F-2 Association Leave - Provincial Committee

A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave ~~of~~ absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount ~~of~~ the full cost of such salary and applicable benefits.

F - 3 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood

and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

Such leave shall be excluded from union leave as outlined in Article F – 1(a).

ARTICLE G - SICK LEAVE

- G-1 Nurses shall provide the Hospital with a minimum of six **(6)** hours' notice, where possible, when cancelling a shift due to sickness or other causes, with the exception of the day tour where as much advance notice as possible will be given.
- G-2
 - (a) Nurses being off work on sick leave for one (1) to three (3) days shall provide their Unit Manager or designee with at least eight **(8)** hours notice where possible of intent to return to work.
 - (b) Nurses being off work on sick leave for more than three (3) days shall provide their Unit Manager or designee with at least twenty-four **(24)** hours' notice where possible of intent to return to work.
 - (c) Nurses off work on sick leave for more than two **(2)** weeks shall provide their Unit Manager or designee with at least forty-eight **(48)** hours notice where possible of intent to return to work.
 - (d) The expectation will **be** that the nurse will notify his/her manager of his/her absence from work. Should the manager not be available it **is** expected that a message will be left on the manager's voicemail. If the manager **is** absent from work, it is expected that the nurse will notify the managers designate.

ARTICLE H - PAID HOLIDAYS

- H-1 The following holidays are the paid holidays referred to in Article 15 of the Agreement:

New Year's Day	August Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Second Monday in June	Christmas Day
Canada Day - July 1	Boxing Day
- H-2 Lieu days off shall be scheduled at a mutually agreeable time to be taken thirty (30) days before or ninety (90) days after being earned. Failure to do **so** will result in the Unit Manager scheduling the lieu day off.
- H-3 Nurses shall be paid for actual hours worked on a paid holiday.
- H-4 The Hospital will make every reasonable attempt for paid holidays to be shared equally amongst the regular part-time nurses in the same unit.

- H-5 Where a regular part-time nurse is scheduled to work a weekend when a paid holiday occurs on the Friday or Monday she will also be scheduled to work the holiday where it is available for part-time replacement. This clause is exclusive of Christmas Day, Boxing Day and New Year's Day.

ARTICLE I - VACATIONS

- I-1 (a) The cut off date for determining vacation entitlement is January 1 in any year.
- (b) A Regular Part-time nurse is entitled to vacation time based on length of employment, as of January 1st in any year. The amount of time off will be the same as that of a Full-time nurse with the equivalent employment time. A regular Part-time nurse may utilize accumulated vacation bank to maintain salary during vacation period.
- A nurse will request payout of accumulated vacation bank in writing two (2) weeks in advance of taking vacation.
- Remaining vacation accrual in the nurse's vacation bank shall be paid out at the end of the calendar year on the first full pay period in January.
- I-2 (a) Vacation time will be allotted between January 15th and December 15th inclusive.
- (b) When the Hospital institutes a reduction of service in any department that affects staffing patterns, nurses in the affected department will be able to commonly share this time by utilizing remaining vacation days if they so desire as is the present practice.
- (c) Vacation lists will be posted the first Monday following January 1st.
- (d) Nurses will indicate their Prime Time vacation requests by February 1st.
- i) Prime time vacation will be finalized by February 15th.
- ii) All other vacation preferences will be indicated by May 1st and finalized by the first Monday following May 15th.
- iii) Prime time is defined as June 1 – Sept. 15
- (e) Nurses will exercise their seniority rights when booking vacation.
- (f) i) Vacation lists for full-time will be separate and distinct from part-time and pertain to bargaining unit nurses only.
- ii) In exercising this right nurses may only choose two (2) weeks during prime time that being defined as June 1st, to September

(c) Nursing schedules will be posted two **(2)** weeks in advance of the expiration of the posted schedule and shall cover an eight (8) week period.

(d) Request for Tour Changes

A nurse must give the Hospital, in writing, at least **24** hours notice of intent to exchange a shift together with an undertaking signed by the nurse willing to accept such exchange. Shift exchanges involving one or more part-time nurse(s) must be exchanged within the same four **(4)** week period. Shift exchanges involving extended tours and 7.5 hour tours may be allowed. Nurses may be allowed to exchange 12 hour tours resulting in a **2D/2N** schedule. Shift exchanges, including shifts offered following the shift exchange will not result in premium payment and is subject to the approval of the Hospital.

(e) Time Off at Christmas or New Year's

i) It is understood it may be necessary to waive the master rotation between December 15 to January 15.

ii) The Hospital will endeavour to provide a minimum of five (5) consecutive days off either at Christmas or New Years. For the purpose of this article, "Christmas" shall be defined as December **24, 25, and 26** and "New Year's" shall be defined as December 31 and January 1.

iii) The hospital will endeavour to alternate time off between Christmas and New Years from year to year based on the previous years predetermined schedule.

iv) The Christmas schedule will be posted by November 15th.

v) K – 1 (c) will not be waived

(f) An agreement by a nurse to do additional tours or change tours as requested by the Hospital is not to be construed to be a waiver of premium pay where applicable.

(g) A nurse on permanent evening or night shift will twice a year spend two (2) weeks on day shift at a mutually agreeable time. These intervals will be at least three to four months apart.

(h) The Hospital shall endeavour to equally distribute standby duty amongst nurses who normally perform such duty, on a rotating basis.

(i) A tour of duty may only be scheduled with the hours of work running consecutively.

(j) The Hospital shall endeavour to equitably distribute standby duty for paid holidays and long weekends on a rotating basis.

- (k) Casual nurses shall not be pre-booked unless there are no regular part-time nurses available at straight time.
- (l) A part-time nurse scheduled off on a holiday weekend shall have the paid holiday included with her weekend off.
- (m) Reassignment shall be in reverse order of seniority of qualified nurses.

K-2

7½ Hour Tours

- (a) A nurse will not be scheduled to work more than seven (7) consecutive days without receiving two (2) consecutive days off or premium payment shall be paid.
- (b)
 - i) A full-time nurse shall not be required to commence work within 16 hours of completing a scheduled tour or premium payment shall be paid.
 - ii) A part-time nurse shall not be required to commence work within 12 hours of completing a scheduled tour or premium payment shall be paid.
- (c) A full-time nurse who normally rotates on shifts shall not be scheduled to work more than two (2) consecutive weeks on any one shift without her consent.
- (d) At least fifty percent (50%) of the full-time nurse's tours shall be on the day shift or premium payment shall be paid.

(e) Weekends Off

- i) The Hospital will grant at least every second weekend off.
- ii) A Full Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive and subsequent consecutive weekend, save and except where:
 - 1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - 2) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work.
 - 3) such weekend is worked as the result of an exchange of shifts with another nurse.
- iii) A Part Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive weekend save and except where:

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- 1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - 2) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work.
 - 3) such weekend is worked as the result of an exchange of shifts with another nurse.
- iv) In the event that a casual part-time nurse is called in for weekend work due to the unavailability of part-time staff at a straight time hourly rate, such weekends will not be subject to premium pay save and except the fourth consecutive weekend worked.

v) Definition of a Weekend Off

A weekend off is defined as at least fifty-six (56) consecutive hours off work from the completion of the Friday shift until the beginning of the Monday day shift.

K-3

11.25 Hour Tours

(a) Introduction

Extended tours shall be introduced into any unit when:

- i) sixty percent (60%) of the nurses in the unit so indicate by secret ballot; conducted by the Union and
- ii) the Hospital agrees to implement extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

(b) Discontinuation

Extended tours may be discontinued in any unit when:

- i) sixty percent (60%) of the nurses in the unit indicate by secret ballot; conducted by the Union or
- ii) 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 extended tours in the schedule.

- iii) When notice of discontinuation is given by either the Association or the hospital in accordance with paragraph (b) above, then
 - 1) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - 2) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (c) Nurses shall not be required to work more than three (3) consecutive tours or two (2) extended day tours followed by two (2) extended night tours (Day, Day, Night, Night) or premium payment shall be paid. After three (3) consecutive tours or two (2) extended day tours followed by two (2) extended night tours (Day, Day, Night, Night) nurses shall have at least two (2) days off in a row or premium payment shall be paid.
- (d) The introduction of 2D/2N (Day, Day, Night, Night) into a schedule will be implemented when sixty percent (60%) of the unit staff vote in favour by secret ballot conducted by the Union.
- (e) Weekends Off
 - i) Nurses shall have every second weekend off.
 - ii) A Full Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive and subsequent consecutive weekend, save and except where:
 - 1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - 2) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work.
 - 3) such weekend is worked as the result of an exchange of shifts with another nurse.
 - iii) A Part Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive weekend save and except where:
 - 1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - 2) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has

prior approval of the Unit Manager. The request will also contain the duration of the weekend work.

- 3) such weekend is worked as the result of an exchange of shifts with another nurse.
- 4) In the event that a casual nurse is called in for weekend work due to the unavailability of part-time staff at the straight time hourly rate, such weekends will not be subject to premium pay save and except the fourth consecutive weekend worked.

iv) Definition of a Weekend Off

A weekend *off* is defined as at least sixty (**60**) consecutive hours off work from the completion of the Friday day shift until the beginning of the Monday day shift.

- (9) At least fifty percent (50%) of a full-time nurse's tours will be day tours or premium payment shall be paid.
- (g) A nurse shall not be required to commence work within twelve (12) hours of completing a scheduled tour or premium payment shall be paid on the next tour she is required to work.
- (h) On the predetermined schedule the Hospital will schedule part-time nurses with forty-eight (**48**) hours off after two (**2**) or more night shifts or premium pay shall be paid.

K-4 Four-Hour Tours

No part-time nurse will be required to work four (**4**) hour tours without their consent.

K-5 Where the hospital or a nurse wishes to work shifts other than those outlined in Article 13, the parties will endeavour to agree on the terms to be negotiated, including implementation, trial period and discontinuation.

K-6 A regular part-time nurse must agree to work a pre-determined schedule and her commitment will include:

- (a) to be available to work twelve (12) months a year, subject to the vacation language outlined in the Collective Agreement.
- (b)
 - (i) a part-time nurse can be scheduled for up to twelve (12) - 7.5 hour tours or eight (**8**) 11.25-hour tours or the equivalent per four (**4**) week period.
 - (ii) notwithstanding that the commitment is over a four (**4**) week period the employer will endeavour to schedule up to forty-five (**45**) hours per pay period on the posted schedule unless it is

necessary to do otherwise in order to meet the nurse's commitment.

- (c) to be available to work every second weekend
- (d) to be available to work three (3) shifts (ie: days, evenings, nights)
- (e) to be available to work four (4) statutory holidays in one year, in addition to Christmas or New Year.
- (f) An exchange of tours will be allowed within the four (4) week commitment period.

For the purpose of the above, pre-determined is understood to mean booked on the posted schedule.

K-7

- (a) All available part-time day tours shall be equally distributed when an eight (8) week schedule is posted. However, if Saturday and Sunday day tours are available, there will be no obligation to assign the days to more than one (1) nurse provided that:
 - i) no individual nurse exceeds her commitment when, as a result, there is any nurse who has not reached commitment.
 - ii) day tours on a **Saturday/Sunday** of a weekend will be scheduled by rotation based on seniority.
- (b) The Hospital shall assign available shifts, on an equitable basis, to regular part-time nurses up to their commitment on the posted schedule on each unit.
- (c) If weekend tours are available, there will be no obligation to assign the tours to more than one nurse. If as a result of assigning the weekend tours to one nurse, the nurse will exceed the number of tours under equal distribution, the most senior part-time nurse will be assigned to those tours. As much as possible, weekend tours will be equally distributed.

For purposes of this Article, a weekend tour will be defined in Article K-2 (e) iv and K-3 (e) iv.

- (d) Extra or uncovered shifts will continue to be offered to any regular part-time nurses who have not been pre-scheduled to their commitment.
- (e) Once all regular part-time nurses have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time nurses on the basis of seniority until the senior regular part-time nurse has the number of tours she wishes or is in an overtime position. The remaining available tours will be offered to the next senior regular part-time nurse in the same manner and so on.

- (9) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses.

K-8

Self-Scheduling

- (a) Self-scheduling will be introduced into any unit when:
- i) ninety percent (90%) of the nurses in the unit so indicated by secret ballot. The secret ballot vote will be conducted by the Association and reported to the Unit Manager; and
 - ii) the Hospital agrees to implement self-scheduling.
- (b) Self-scheduling shall be guided by the following principles:
- i) Employees participating in self-scheduling will be responsible for scheduling their paid holidays and lieu days.
 - ii) The Unit Manager will review and approve the schedules to ensure that adequate coverage is maintained. Such approval will not be unreasonably withheld.
 - iii) All other provisions of the collective agreement shall apply to the self-scheduling nurse.
 - iv) A subsequent vote will not be repeated unless six (6) months has elapsed from the date of the initial vote.
 - v) Self-scheduling introduced on any unit must continue for a minimum of six (6) months before another vote can be taken.
- (c) Self-scheduling may be discontinued in any unit when:
- i) Seventy-five percent (75%) of the nurses in the unit so indicate by secret ballot; or
 - ii) If, at any point, the Hospital because of:
 - A) adverse effect 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.
- (d) When notice of discontinuation is given by either party, in accordance with (c) above, then:
- i) the parties will meet within two (2) weeks of the notice to review the discontinuation; and

- ii) Where it is determined that self-scheduling will be discontinued, affected nurses will be given thirty (30) days notice and the schedules will not be amended until the beginning of the next posted schedule after the notice period.

K-9 Hybrid Schedule

- a) Nurses shall not be required to work a combination of consecutive 7.5 and 11.25 hour tours that exceeds 52.5 hours or premium pay will be paid for any additional hours.
- b) Following the 52.5 hours, nurses will have forty-eight (48) hours off or premium pay will be paid.

K-10 Standby

- (a) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit and/or any significant changes in unit standby scheduling practices.
- (b) The Hospital shall endeavour to schedule standby assignments equitably, amongst nurses in any unit utilizing standby on a rotating basis.
- (c) Standby shall be assigned on the schedule at the time of posting.
- (d) A full-time and part-time nurse will not be scheduled for standby on a scheduled weekend off or on a scheduled day off for full-time only.
- (e) Nurses scheduled for standby shall be provided with beepers.
- (f) The Hospital shall endeavour to equitably distribute standby duty for paid holidays and long weekends on a rotating basis.
- (g) When a nurse is called in from standby the hospital will not require the nurse to return to regular duties without at least 8 hours of time off. Where such time off extends into the nurse's next regular scheduled shift she or he will maintain his or her regular earning, seniority & service for that full shift.
- (h) Where a nurse receives a "work telephone call while on standby she or he shall be paid premium pay for the actual time of the call(s) to the next increment of ¼ hour.

K-11 IO-Hour Tours

- (a) The Hospital will agree to implement a rotation of ten (10) hour tours in a Unit when:
 - i) Sixty percent (60%) of the nurses in the Unit so indicated by secret ballot, conducted by the Union; and
 - ii) The Hospital and the Association agree to implement the ten (10)

(f) Scheduling Objectives

The following scheduling objectives contained in the Collective Agreement shall apply to all nurses working ten (10) hour tours as follows:

- i) 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.
- (ii) At least 14.625 hours time off will be scheduled between tours.
- (iii) Every second (2nd) weekend will be scheduled off unless otherwise agreed upon between the Hospital and the individual nurse.

A nurse will receive premium pay in accordance with Article **14.03** for all hours worked on a second (2nd) consecutive weekend and subsequent 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 submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work; or
 - C) such weekend is worked as a result of an exchange of shifts with another nurse.
- iv) Master schedules will be posted two (2) weeks in advance for an eight (8) week period.
- v) It ~~is~~ understood that it may be necessary to waive the master rotation between December 15 and January 15. The Hospital will endeavour to provide a minimum of five (5) consecutive days off either at Christmas or New Years. Christmas shall be defined as December **24, 25, 26** and New Years' shall be defined as December **31** and January **1**.
- vi) A nurse must give the Hospital in writing at least twenty-four (24) hours notice of intent to exchange a shift together with an undertaking signed by the nurse willing to accept such exchange. Such exchange in tours will not result in premium payment and is subject to the approval of the Hospital.

(g) Probationary Period

The probationary period for nurses working ten (10) hour tours shall consist of fifty-six (**56**) tours worked, which shall consist of 9.375 paid hours.

K 12 Shift Distribution Errors

- a) Where a nurse is not called in for a tour in accordance with the collective agreement, has been disadvantaged by such action and does not have an opportunity to become aware of the scheduling error prior to the missed shift being worked, the unit manager will proceed as follows:
- i) Schedule on the subsequent time sheet one "extra" shift. For the purpose of this agreement, an "extra" shift is defined as a shift, which is in addition to the shifts scheduled to provide the regular staffing complement and will not be counted towards the nurse's commitment.
 - ii) Such shift will be in addition to the nurse's regular schedule.
 - iii) For part-time nurses, scheduling of the extra shift will be mutually agreed and scheduled before the expiration of the next posted schedule. The tour will be paid at the straight-time hourly rate or the applicable over-time rate if the shift missed was at premium.
 - iv) For full-time nurses, scheduling of the extra shift will be mutually agreed upon by the unit manager and the nurse and the tour will be paid at the premium rate (**1.5** times the regular hourly rate).
 - v) When a nurse is scheduled to work an extra shift and a staffing deficiency subsequently arises for that shift which requires a replacement, the Hospital will replace that available shift according to Article K-7, unless that deficiency is a result of a sick call or request for unpaid leave of absence that occurs less than twenty-four (**24**) hours prior to the beginning of the extra shift.
 - vi) Notwithstanding (v) above, the Hospital may also follow its usual practice in reassigning an available nurse, including but not necessarily the extra nurse, providing that the nurse is qualified to perform the available work.
- b) Where a nurse is not called in for a tour in accordance with the collective agreement, and subsequently has the opportunity to become aware of the error, such nurse must then notify the staffing office, her/his Unit Manager or designate of the error. Once the error is confirmed, the nurse who was entitled to the shift will be scheduled for the shift. The part-time nurse who was booked in error may be cancelled and exercise her/his rights according to Article 10.07 or 14.12 (b). A full-time nurse who was booked in error may be cancelled and will be paid time and one half her/his

regular rate of pay for her/his next booked shift according to Article 14.12 (a).

For the purpose of this agreement, "opportunity" is defined as the nurse's first shift at work after the scheduling error has been made, but prior to the shift in question being worked. Moreover, should the nurse fail to notify the manager/hospital supervisor at her/his first opportunity, then that nurse forfeits any claim to the missed shift.

K – 13 Payment Bargaining Unit President

It may become necessary for the Hospital management to meet with the Bargaining Unit President to discuss matters arising out of the administration of the collective agreement as well as other labour-management issues.

- (a) Where the Hospital requests such meetings and the meetings are scheduled outside of the President's scheduled hours of work, then the Hospital will compensate the President for time spent at such meetings. Such compensation shall be in the form of payment at the President's straight-time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month.
- (b) To qualify for such payment, the President will submit at the end of each month, a record of the times and dates of these meetings to the Manager, Human Resources. Payment will be issued on the President's next payroll cheque, subject to all applicable taxes.
- (c) Notwithstanding the above, the President may, at the time of submitting the monthly record, request time off in lieu of payment. Such request will be considered by the Manager, Human Resources and the President's Unit Manager. If approved, then the Unit Manager and the President will mutually agree on when the time will be taken.

K –14 Where a nurse is required to work beyond his or her regular scheduled shift or is required to return to work under Article 13.01 or 13.02 the nurse will not be required to return to regular duties without at least 8-hours of time off. Where such time off extends into the nurse's next regular scheduled shift she or he will maintain his or her regular earning, seniority and service for that full shift.

Should a nurse elect not to report in for her next regularly scheduled shift after eight (8) hours of time off she forfeits her entitlement to earnings, seniority and service for that shift.

ARTICLE L -GENERAL

L-1 Bulletin Boards

- (a) The Association will post on designated bulletin boards notices of appropriate Association affairs and activities signed by a member of the Local Association Executive.

- (b) The Hospital will provide a box on this bulletin board for the purpose of distribution of ONA literature at each site.
- (c) In addition, the Hospital will provide, for the Association's use, a mail box capable of being locked at each site.

L-2

Pay Days

- (a) It is mutually agreed that nurses shall be paid bi-weekly. Regular pay days shall be every second Friday.
- (b) Payment shall be made by deposit to the account of the nurse in a bank or financial institution of the nurse's choice.
- (c) Each nurse on pay day shall receive in a sealed envelope a statement of earnings showing gross earnings, sick leave accumulations, all deductions, net earnings, and vacation bank.
- (d) In the case of an error in the calculation of the employee's statement of earnings, the employer shall, upon request of the nurse, provide the nurse with a makeup cheque no later than three (3) working days following, providing the makeup cheque is equivalent of one or more 7.5 hour tours.

L-3

Malpractice and Professional Liability Insurance

The Hospital agrees to maintain Corporation insurance to cover nurses in the event of any legal action brought against the nurse or nurses in the course of employment with the Hospital.

L-4

Standby

Nurses required to be on standby, will be provided with a beeper system paid by the Hospital.

L-5

Parking

In the event the Hospital increases the parking rate to the public, the Hospital shall for the January following the increase, offer staff parking cards with the annual rate established as follows:

Full Time - public rate x $66 \frac{2}{3}$ x 200 (rounded to the closest \$5.00)

Part Time - public rate x $66 \frac{2}{3}$ x 130 (rounded to the closest \$5.00)

L-6

Full-time workers may apply for temporary full-time vacancies in accordance with Article 10.06 (d). The Hospital reserves the right to consider such applications on an individual basis. Such moves will not be unreasonably denied.

L-7 Notification to Unsuccessful Job Applicants.

The parties agree that any unsuccessful candidate for a ONA job positing will be notified, in writing, within a reasonable period of time of the decision being made.

L-8 The Hospital will notify the nurse in advance of any pay adjustment exceeding 7.5 hours. Method for repayment of a payroll error shall be mutually agreed upon between the nurse and management.

ARTICLE M - PRE-PAID LEAVE

- M-1** (a) The Hospital agrees to approve the application of one (I) full-time and one (I) part-time nurse per unit annually for the Pre-paid Leave Plan in accordance with the conditions of the Central Agreement.
- (b) At any given time, there will be only one (I) full-time and one (I) part-time nurse off per unit on the Pre-paid Leave Plan.

ARTICLE N -JOB SHARING

N-1 If the Hospital agrees to a job-sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (I) 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 involved.
- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharing arrangement will be allowed a trial period of sixty (60) combined shifts for the parties to assess suitability, after which period their arrangement is fixed. After the trial period it is understood that nurses may only exit from a job sharing arrangement either by resignation or by being the successful applicant to a posted vacancy.
- (e) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- (f) 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.
- (g) Coverage:

- i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit 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.
 - ii) In the event that one member of the job-sharing arrangement goes on vacation or any 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.
- (h) Additional tours that become available will be offered to Job Sharers only after all regular part-time nurses on that unit have been offered the work.
- (i) Implementation
- i) 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 Agreement.
 - ii) Any incumbent full-time nurse wishing to share her position, may do so without having her 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.
 - iii) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the posted position, the remaining nurse will revert to her former position. If the remaining nurse was previously part-time, then the shared position would revert to a full-time position and be posted according to the Collective Agreement.
- (j) Discontinuation
- i) Either party may discontinue the job-sharing arrangement with ninety **(90)** days notice.
 - ii) 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 O –WORKPLACE SAFETY AND INSURANCE BOARD/L.T.D.

- O-1 (a) The Hospital 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 nurse goes on L.T.D. The Hospital will prepare a list of all nurses who have been placed into permanently accommodated positions. This list will be updated and provided to the Association on a monthly basis.

- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE P - RETURN TO WORK OF DISABLED WORKERS

P-1 The Hospital and the Association are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting the parties' responsibilities under the law.

DATED AT SAULT STE. MARIE, ONTARIO, THIS 27 DAY OF May, 2002

FOR THE EMPLOYER

Lena Piazza
Hanni Collin
Rise Ceresa
Margaret Leach
Shelley Mac

FOR THE UNION

Patricia Cudwee
 Labour Relations Officer
Albena Hub
Debra Hays
Geneke Hodstep
Claudette M. Tisdale
Rosemary Nystedt
Jewel Porter

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

SAULT AREA HOSPITALS

Re: Scheduling Committee

- 1) The parties agree to the formation of a scheduling Committee to discuss and assist in resolving scheduling issues.
- 2) The committee will be comprised of equal representation from the union and management. One union representative shall be the Bargaining Unit President and **one** management representative shall be the Chief Nursing Officer.
- 3) Terms of Reference will be developed and mutually agreed to by the Committee.
- 4) Should issues arise flowing from the recommendations, either party may request a meeting to discuss the matter.
- 5) The Collective Agreement shall apply in all respects.

This Letter of Understanding **will** be attached to and become part of the Collective Agreement and subsequent Collective Agreements as they are negotiated unless amended through negotiations.

DATED AT SAULT STE. MARIE, ONTARIO, THIS 27 DAY OF May, 2002

FOR THE EMPLOYER

Lowi Pizzari
Marie Collins
Lise Caween
Maureen Lee
Shelly M. Eichen

FOR THE UNION

Patricia Caduwee
 Labour Relations Officer
Alfred Hub
Janette Skafsky
Keith Antrop
C. M. Farley
Rosemary Pysedth
Jewel Park

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

SAULT AREA HOSPITALS

RE: 4-Hour Tours - Renal Clinic

This Letter of Understanding is attached to and forms part of this collective agreement.

- 1) Part-time nurses may be scheduled to work a four (4) hour tour in the Renal (Nephrology) Clinic and Article ~~K-4~~ in the appendices of local issues will not apply to the part-time nurses in the Renal Clinic (Nephrology) for the duration of this Letter of Understanding.
- 2) Where a regular part-time nurse is scheduled to work a four (4) hour tour, Article K in its entirety will apply except as amended by the following:
 - (a) Where a 7.5 or 11.25 hour tour becomes available after the posting of the schedule, such tours will be offered by seniority to regular part-time nurses who have not yet reached their commitment whether or not these nurses are scheduled for a four (4) hour tour on that day. If the nurse agrees to the change of tour in this circumstance, Article 14.12 (ii) will not apply.
 - (b) Once all regular part-time employees have reached their commitment, additional tours of 7.5 or 11.25 hours will be offered to regular part-time employees on the basis of seniority, whether or not they are scheduled on four (4) hour tours. If the nurse agrees to the change of tour in this circumstance, Article 14.12 (ii) will not apply.
 - (c) The Hospital is not obligated to offer any tours in this manner where premium payment is required, unless the premium would be applicable to all part-time employees involved.
 - (d) The employer will endeavour to keep the number of four (4) hour tours to a minimum.
 - (e) Nurses working tours comprising of four (4) hours shall not be scheduled to work more than five (5) consecutive tours.
 - (f) If a nurse who is working a four (4) hour tour is asked to work past the end of the four (4) hour tour, there shall be no obligation on the part of the nurse to agree and the number of additional hours, i.e., 3.75 or 7.5, will be clearly stated at the time that the nurse is requested to work additional hours.

A meeting may be called by either party as circumstances warrant to re-negotiate any changes necessary.

DATED AT SAULT STE. MARIE, ONTARIO, THIS 27 DAY OF May, 2002

FOR THE EMPLOYER

Lou Piazza

Rosei Collier

Rose Carver

Shelly Meacher

Mary Ellen Lutz

FOR THE UNION

Patricia Coedwell
Labour Relations Officer

Alveda Huby

Doreen O'Shea

Frederick Pope

C. M. Farley

Rosemary Nystedt

Jewel Porter

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

SAULT AREA HOSPITALS

RE: Payment for Health and Safety Representative

The parties agree to the following:

It may become necessary for the Hospital to meet with the ONA Local Health and Safety Representative to discuss Return to Work Programs and other related matters arising out of the Hospitals' obligations under the Occupational Health and Safety Act.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Health and Safety Representative's scheduled hours of work, then the Hospital will compensate the Representative for time spent at such meetings. Such compensation shall be in the form of payment at the nurse's straight-time hourly rate. Such payment, however, shall not exceed a cumulative total of six (6) hours per month.

To qualify for such payment, the Representative will submit at the end of each month, a record of the times and dates of these meetings to the Manager, Human Resources. Payment will be issued on the nurse's next payroll cheque, subject to all applicable taxes.

DATED AT SAULT STE. MARIE, ONTARIO, THIS 27 DAY OF May, 2002

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

Patricia Caedwell
Labour Relations Officer
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

SAULT AREA HOSPITALS

Re: Definition of a Dayshift

This Letter of Understanding is attached to and forms part of this collective agreement.

- 1) Day shift will be defined as any shift where the bulk of the hours fall prior to 1500 hours and therefore, could commence any time prior to 1100 hours.
- 2) For the purposes of a single shift lay-off on a day shift, a nurse may displace the least senior nurse whose work she/he is able to perform on a tour that falls within the definition of a day shift, providing that the number of hours is the same and the tour is on the same day as the lay-off.
- 3) Where there is a change in the schedule from one day shift to another day shift commencing at different start times on the same day, the change will not be considered a change in schedule as defined under Article 14.12. If the nurse is advised of the change and unable to accept it due to extenuating circumstances and the Hospital unilaterally changes the start time, premium pay would be applicable if the change is made with insufficient notice as per Article 14.12.
- 4) Should issues arise flowing from the above, either party may request a meeting to discuss the matter and if resolution is not achieved, reserves the right to withdraw from this Letter of Understanding with thirty (30) days notice.

DATED AT Sault Ste Marie ONTARIO THIS 27 DAY OF May, 2002.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Tom Piazza
Karee Allen
Rise Creevece
Mary Ellen Lamb
Shelby Mac

Patricia Caldwell
 Labour Relations Officer
Alison White
Doreen [unclear]
Doreen [unclear]
C. M. Farley
Rosemary [unclear]
Jewel [unclear]

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITALS

And:

THE ONTARIO NURSES' ASSOCIATION

Re: Weekend Worker Schedule Long Term Care Program

The Association and the Hospital agree to implement, four **(4)** unit weekend schedules according to Article 13.04 of the Collective Agreement, in Transitional Care Unit (TCU) and Alternate Level of Care Unit (ALC).

The following conditions will apply:

- 1) These positions will not result in the long-term layoff of any full time or regular part time Registered Nurse.
- 2) Introduction
 - (i) The positions required to accommodate the Unit Weekend Schedule will be posted and filled by seniority. If the position is from a vacancy it will be filled in accordance with article 10.06(a). The filling of such positions will not result in the long-term lay-off layoff of any **full** time or regular part time Registered Nurse.
 - (ii) A trial of the Unit Weekend Schedule will run for a 6-month period agreed upon by the parties. After 5 months of the trial period, a meeting will be held with the unit, Hospital and the Association to evaluate the trial period and to make recommendations to improve the schedules if needed
- 3) Discontinuation
 - (i) Nurses in these positions may discontinue the weekend schedules with 60 days notice. The vacated position **will** be posted in accordance with #2 above. If there is no successful applicant the unit weekend schedule will be discontinued at the beginning of the next posted schedule, after the notice period is served.

- 4) Either party may discontinue the unit weekend schedule with 60 days notice. The unit schedule will not be amended until the beginning of the next posted schedule after the notice period is served. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.
- 5) The nurse may discontinue the unit weekend schedule with 60 days notice to the Hospital and the Local Association. The unit schedule will not be amended until the beginning of the next posted schedule after the notice period is served. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.
- 6) Should the Unit Weekend Schedule be discontinued, part time nurses accepting these positions will revert back to part time status, full time nurses accepting these positions will revert back to full time status.
- 7) Paid Holiday Bank
A nurse's paid holidays earned but not yet taken will be transferred to her paid holiday bank to be utilized in accordance with Article 13.04 (b) (c) (d)(i).
- 8) Averaging of Hours
The scheduling of the additional 7.5 hour tour will be by mutual agreement between the nurses and the unit manager involved.
- 9) Vacation
 - (i) Nurses will request their vacation in accordance with Article I of the Local Issues.
 - (ii) A week block of vacation for a weekend worker will be a weekend.
 - (iii) Nurses will be placed on the full time vacation list in accordance with the nurse's seniority.
 - (iv) A nurse's vacation earned but not yet taken will be transferred to her vacation bank to be utilized in accordance with Article 13.04.
- 10) Christmas Period
As per Article K (1)(e)(ii) the Hospital will endeavour to schedule five (5) consecutive days off during the Christmas and New Years period. The hospital will allow the nurse to utilize holiday bank for income replacement during the Christmas/New Years period. It is understood that weekend tour nurses continue to work weekends during this period.

Dated at Sault Ste Marie Ontario, this 27 day of May, 2002.

FOR THE EMPLOYER

Louis Piazza

Karee Collins

Rise Curwien

Mary Ellen Lunde

Shelly McLeod

FOR THE UNION

Patricia Caldwell
Labour Relations Officer

Glenda Harty

Jessie Morrison
Donette Hockley

C. M. Farney

Rosemary Kypreotes
Jewel Porter

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITALS
(Hereinafter referred to as "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as "the Association")

Re: Blended Schedules within the Maternal Child Program

The parties agree to the following:

- 1) For the purposes of cross-training and scheduling, it will become necessary to blend the two **(2)** current schedules for **Labour/Delivery** and Combined Care into one **(1)** schedule for **Maternal/Newborn Services** and blend the current two (2) schedules for Neonatal and Pediatrics into one (1) schedule for **Neonatal/Pediatric Services**. The Hospital will provide the Association with a 60-day notice period of the date the blended schedules are to become effective and a meeting will be called between the parties. It is anticipated this change will become effective no later than summer 2002.
- 2) The collective agreement will continue to be honoured, particularly Article K in its entirety and the Letter of Understanding re: Commitment and Shift Exchanges.
- 3) There will be no reduction in full-time positions in either Unit as a result of implementing the blended schedules. If during the time this agreement is in effect, it is determined that the blended schedules could result in a reduction to the number of part-time staff, notice will follow Article 10.07(e).
- 4) All nurses will be cross-trained prior to the blending of schedules. A meeting will be held between the parties should either party have concern regarding competency and safety issues.
- 5) All issues regarding modified workers/accommodated workers will be discussed and resolved at a meeting prior to the blending of the schedules.

- 6) Should issues arise flowing from the above, either party may request a meeting to discuss the terms and conditions outlined above. In addition, either party may call a meeting as circumstances warrant to re-negotiate any necessary changes.

DATED AT SAULT STE. MARIE, ONTARIO, THIS 27 DAY OF May, 2002

FOR THE EMPLOYER

Tom Piazza
Cherie Collier
Rise Carivacan
Mary Ellen Luntz
Shelley McEath

FOR THE UNION

Patricia Caldwell
Labour Relations Officer
Blenda Kelly
Frederick Payne
Danette Hooklip
C. M. Farley
Rosemary Nystedt
Jewel Porter

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

SAULT AREA HOSPITALS

Re: On Call Pact Nurses

Where a nurse receives a "work telephone call while on standby she or he shall be paid premium pay for the actual time of the call(s) to the next increment of ¼ hour. Where a nurse is called in to perform nursing duties related to patient care while on Standby, such nurse shall be paid according to Article 14.06.

Where such duties occur (telephone work or nursing duties related to patient care), the Hospital will not require the nurse to return to regular duties without at least eight (8) hours of time off. Where such time off extends into the nurse's next regularly scheduled shift she or he will maintain her or his regular earnings, seniority and service for that full shift.

DATED AT SAULT STE. MARIE, ONTARIO, THIS 27 DAY OF May, 2002

FOR THE EMPLOYER

Lena Piazza
Ronie Collin
Lise Carriere
Wendy Allen-Lemke
Shelley M. Co

FOR THE UNION

Patricia Caedwell
Labour Relations Officer
Allonda Shuply
Deanne Stokich
C. M. Farley
Rosemary Nystrom
Judith Porter

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

SAULT AREA HOSPITALS

Re: Composite Positions

The parties agree to the creation of "composite positions" on the following basis:

- 1) The job posting will clearly indicate the Nursing Units in which the full-time hours will be worked.
- 2) The nurse in the composite position will be on a master rotation as required under Article K-1.
- 3) All hours worked by a nurse in a composite position will be distributed and posted between two distinct nursing units.
- 4) All provisions, including scheduling regulations, in the Collective Agreement will apply to the composite position.
- 5) The Nurse in the composite position will be assigned to one unit as her/his home unit for purposes of vacation, layoff, recall or any other provision dealing with seniority rights.
- 6) A "proposed" Composite Position not in accordance with the above will be discussed between the parties.

This Letter of Understanding will be attached to and become part of the Collective Agreement and subsequent Collective Agreements as they are negotiated unless amended through negotiations.

DATED AT SAULT STE. MARIE, ONTARIO THIS 27 DAY OF May, 2002.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

Patricia Caldwell
Labour Relations Officer

[Signature]

[Signature]

[Signature]

[Signature]
[Signature]

[Signature]

[Signature]

[Signature]

Rosemary Nye
[Signature]

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

SAULT AREA HOSPITALS

RE: CLINICAL FACULTY WORK at SAULT COLLEGE - Full-time Nurse(s)

The parties agree that in instances when Full-time nurse(s) are given the opportunity to participate in Clinical Faculty Work at Sault College for a period of not more than one academic year, the following will apply:

- 1) The nurse's salary shall be kept whole and the nurse(s) shall not suffer any loss of seniority, service or benefits
- 2) The nurse's extra shifts on his/her home unit will be filled on an as needed basis by part time nurses on said unit in accordance with Article K
- 3) When the nurse's position is not on a specific unit, a temporary part-time position will be posted as per Article 10.06 to replace the nurse, as required for the hours spent performing the Clinical Faculty Work. This temporary part-time position will be in addition to the nurses' regular part-time position.
- 4) In reference to the above (iii), the replacement tours worked by this temporary part-time position will be included towards the nurse's commitment averaged over a four-week period on her home unit.

Should issues arise flowing from the above, either party may request a meeting to discuss the matter and if resolution is not achieved reserves the right to withdraw from this Letter of Understanding within (10) days notice.

DATED AT SAULT STE. MARIE, ONTARIO, THIS 27 DAY OF May, 2002

FOR THE EMPLOYER

Tom Piazza
Charlie Collier
Rise Colivener
Wynette Lusk
Shelly McEach

FOR THE UNION

Patricia Caldwell
 Labour Relations Officer
Alonda Duff
Debra Duff
Danielle Leckie
C. M. Farley
Rosemary Hyslop
Judith Porter

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITALS
(The "Hospital")

AND:

ONTARIO NURSES' 
(The "Union")

RE: Full Time Float Pool Nurses

WHEREAS the parties wish to provide a method of creating full-time positions for nurses and require innovative methods to satisfy both staffing needs and retention and recruitment issues;

THE PARTIES AGREE AS FOLLOWS:

- 1) The Collective Agreement shall apply to all aspects of the Float Pool Nurse.
- 2) Float Pool positions will be full time positions only.
- 3) Float Pool Nurses are "above" the Units/Program baseline staffing complement for the purposes of the Unit/Program's pre-determined Schedule. In accordance with Article K, unit staff will be utilized first at the time of schedule posting.
- 4) In the event of a long term lay off within the affected Unit/Program, the Float Pool positions will be eliminated prior to any other full time positions within the Unit/Program.
- 5) In the event of reassignment, if a Float Pool nurse is pre-assigned* to a specific unit within their Float Unit/Program she will be treated as part of the core staff of that unit.

If a float pool nurse is not pre-assigned within her Float Unit/Program and there are no needs within the program she will be reassigned as per Article 10.07 (g).

*The definition of "me-assigned" shall mean knowing the unit of work prior to reporting to work.

- 6) The Float Pool Nurse who has been we-assigned will report to his/her assigned unit at the start of his/her scheduled shift for his/her assignment.

The Float Pool Nurse who has not been pre-assigned will report to his/her staffing office at the start of his/her scheduled shift for his/her assignment.

- 7) For the purpose of assignment/work the Float Pool nurse will be utilized for the following within his/her Unit/Program:
 - a. Incidental illness replacement. Incidental is defined as within **one** shift (unit's specific hours of work) prior to the start of the sick call-shift;

- b. requests for: single-day vacation requests after the schedule has been posted, LOA requests after the schedule has been posted, lieu-day requests after the schedule has been posted or bereavement leaves;
 - c. increase in same day patient acuity requiring additional staff ;
 - d. union leaves;
 - e. short-term educational leaves;
 - f. shifts that cannot be covered by your unit's staff at the time of posting.
- 8) At the time the Float Pool position is posted, the job posting will clearly indicate which Program/Nursing Unit(s) and hours of work the nurse will be assigned to for the purpose of floating.
 - 9) Each Float Pool nurse will receive the orientation specific to the applicable unit(s), as mutually agreed to by the nurse and the nurse manager, prior to starting his/her Float Pool position.
 - 10) The receiving Unit of the Float Pool Nurse will be the Unit responsible for payment of the Float Pool Nurse. Should errors occur pertaining to payment, the Float Pool Nurse will resolve issue with his/her appropriate Staffing Office Nurse Manager as per Article L2 (d).
 - 11) The Nurse Manager of the Float Pool will be responsible for allocating vacation entitlement as per Article I. The yearly vacation request list will be specific to each independent Float Pool.
 - 12) A meeting may be scheduled between the parties 6 months after the commencement of this agreement to review the terms and conditions outlined above. In addition, a meeting may be called by either party as circumstances warrant to re-negotiate any changes necessary.

Dated at Sault Ste Marie, Ontario, this 27 day of May, 2002.

FOR THE EMPLOYER

Lynn Piazza
Ronie Collier
Rise Cawwace
Maryella L...
M...

FOR THE UNION

Patricia Cardwell
 Labour Relations Officer
Alenda Vukobratovic
Fredman B...
Danielle St...
C. McFarling
Rosemary Niptedts
Jewel Porter

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITALS

And:

THE ONTARIO NURSES ASSOCIATION

RE: ON CALL SEXUAL ASSAULT CARE CENTRE/DOMESTIC VIOLENCE PROGRAM

The parties agree to the following:

- 1) A nurse may not be incumbent to two (2) or more ONA positions, with the exception of the Sexual Assault Care Centre/Domestic Violence (SACC) Program.
- 2) A nurse may be incumbent to a full-time or part-time position and be incumbent to a casual part-time position within the Sexual Assault Care Centre/Domestic Violence (SACC) Program. It will be understood that if a nurse incumbent to two (2) positions vacates her/his position within the SACC Program, for any reason including the position being deemed redundant, said nurse will continue to be incumbent to the remaining position and deemed not to have been laid off.
- 3) On call in the SACC Program will be self-scheduled by the Nurse(s) based on their availability.
- 4) Nurses will self-schedule in the SACC Program with no less than eight (8) hours off following the completion of their last booked shift.
- 5) Nurses will not self-schedule for "on call" in the SACC Program for the eight (8) hours prior to the commencement of a booked shift.
- 6) Upon signing this Letter of Understanding, and every time a new nurse is hired within the SACC Program, the Union will be notified in writing of the nurse(s) name and the second nursing unit of said nurse.

Dated at Sault Ste. Marie, Ontario, this 6th day of June, 2002.

FOR THE EMPLOYER

Charlie Collier
Mary Ellen Smith
Jane Suppel

FOR THE UNION

Patricia Calducci
 Labour Relations Officer
Albion King
Frederick Cooper