

**COLLECTIVE AGREEMENT**

**Between**

**SOUTHLAKE REGIONAL HEALTH CENTRE  
(hereinafter referred to as "the Hospital")**

**And:**

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

**(Full-time and Part-time)**

**Expiry: March 31, 2004**

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### APPENDIX 3 - SALARY SCHEDULE - FULL-TIME & PART-TIME

#### Classification - Registered Nurse

	Effective <u>April 1, 2001</u>	Effective <u>April 1, 2002</u>	Effective <u>April 1, 2003</u>
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

A.05 Graduate nurses pending registration shall be paid \$60.00 per month less than the R.N start rate set out above.

#### Classification-- Assistant Head Nurse

	Effective <u>April 1, 2001</u>	Effective <u>April 1, 2002</u>	Effective <u>April 1, 2003</u>
Start	\$22.10	\$22.76	\$23.48
1 Year	\$23.17	\$23.86	\$24.62
2 Years	\$24.60	\$25.35	\$26.16
3 Years	\$26.12	\$26.90	\$27.76
4 Years	\$27.49	\$28.31	\$29.22
5 Years	\$29.02	\$29.90	\$30.85
6 Years	\$30.59	\$31.51	\$32.51
7 Years	\$32.14	\$33.10	\$34.16
8 Years	\$33.92	\$35.28	\$36.40

Classification – Nurse Clinician Trainee

	<u>Effective April 1, 2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
Start	\$24.40	\$25.13	\$25.93
1 Year	\$25.50	\$26.27	\$27.11
2 Years	\$26.46	\$27.25	\$28.12
3 Years	\$27.44	\$28.26	\$29.16
4 Years	\$28.40	\$29.25	\$30.19
5 Years	\$29.37	\$30.25	\$31.22
6 Years	\$30.34	\$31.25	\$32.25
7 Years	\$31.31	\$32.25	\$33.28
8 Years	\$32.51	\$33.81	\$34.89

Classification – Clinical Nurse Specialist Mental Health

	<u>Effective April 1, 2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
Start	\$25.66	\$26.43	\$27.28
1 Year	\$26.51	\$27.31	\$28.18
2 Years	\$27.49	\$28.31	\$29.22
3 Years	\$28.43	\$29.28	\$30.22
4 Years	\$29.47	\$30.35	\$31.32
5 Years	\$30.29	\$31.20	\$32.20
6 Years	\$31.15	\$32.08	\$33.11
7 Years	\$32.02	\$32.98	\$34.04
8 Years	\$33.25	\$34.58	\$35.69

Classification– Professional Practice Facilitator

	<u>Effective April 1, 2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
Start	\$29.71	\$30.60	\$31.58
1 Year	\$30.22	\$31.13	\$32.12
2 Years	\$30.99	\$31.92	\$32.94
3 Years	\$31.77	\$32.72	\$33.77
4 Years	\$32.54	\$33.51	\$34.59
5 Years	\$33.31	\$34.31	\$35.41
6 Years	\$34.08	\$35.11	\$36.23
7 Years	\$35.19	\$36.60	\$37.77

Classification – Nurse Educator

	<u>Effective April 1, 2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
Start	\$29.71	\$30.60	\$31.58
1 Year	\$30.22	\$31.13	\$32.12
2 Years	\$30.99	\$31.92	\$32.94
3 Years	\$31.77	\$32.72	\$33.77
4 Years	\$32.54	\$33.51	\$34.59
5 Years	\$33.31	\$34.31	\$35.41
6 Years	\$34.08	\$35.11	\$36.23
7 Years	\$35.19	\$36.60	\$37.77

## ICLE A - RECOGNITION

- A.1 FT** The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Southlake Regional Health Centre, in the Municipality of York, Newmarket, Ontario, save and except Head Nurses, persons above the rank of Head Nurses, in-service Co-ordinator, Discharge Planning Manager, and persons regularly employed for not more than twenty-four (24) hours per week.
- PT** The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses regularly employed in a nursing capacity for not more than twenty-four (24) hours per week by Southlake Regional Health Centre, in the Municipality of York, Newmarket, Ontario, save and except Head Nurses, persons above the rank of Head Nurse.
- A.2** The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- A.3** "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- A.4** For the purpose of this Agreement the position of Head Nurse is now called Clinical Manager.

## ICLE B - MANAGEMENT FUNCTIONS

- B.1** The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by this Agreement. 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, classify, transfer, layoff, suspend, or otherwise discipline nurses, provided that a claim by a nurse that **she/he** has been discharged, suspended, or disciplined without just cause, may become the subject of a grievance and may be 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, the tours of duty, work assignments, and working establishment for any service,
  - (d) determine the number of personnel required, the services to be performed and methods, procedures, and equipment to be used in connection therewith;
  - (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

B.2 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

**C - COMMITTEES AND**

C.1 (a) Union Representatives

There shall be thirteen (13) Union Representatives from the following areas:

Complex Continuing Care (W5)	1
CCU, Cardiology, Cath Lab, Cardiac Clinics	1
PACU, SDS, SDA, CT Scan	1
Medicine (W4 & W2A)	1
Surgery E4AB, Discharge Planning	1
Surgery E4CD, IV Nurse	1
Maternal Child Program	1
ICU, Ambulatory Care	1
OR	1
Mental Health/ ACTT Team	1
Pediatrics	1
Emergency/Employee Health	1
West1, Cancer Clinic	1

(b) Grievance Committee

The Grievance Committee shall consist of not more than three (3) full-time nurses and two (2) part-time nurses.

(c) Hospital-Union Committee

The Hospital-Union Committee shall be comprised of not more than five (5) representatives of the Union, two (2) of which shall be part-time and five (5) representatives of the Hospital.

(d) Negotiating Committee

The Negotiating Committee shall be comprised of not more than five (5) nurses, two of which shall be part-time.

C.2 The Union interview for newly hired nurses shall be scheduled during the new employee's orientation period. The Hospital shall designate the time and place for the interview.

At least one (1) week's notice in writing must be provided to the local Union indicating the designated time and place for the interview except in extenuating circumstances.

**ARTICLE D- SCHEDULING REGULATION (FULL-TIME ONLY)**

D.1 The scheduling regulations as set out in Article D.1 are a minimum requirement only and do not preclude improvement in scheduling regulations by the Hospital.

- (a) Nurses will not be scheduled to work more than seven (7) consecutive days, to be followed by at least two (2) consecutive days off;
- (b) Such schedules will be posted at least **two** (2) weeks in advance and will cover a period of six (6) weeks. A nurse may be permitted to exchange her/his scheduled tours of duty with another nurse, who is scheduled to work in that unit, provided the arrangement is submitted in writing, is **co-signed** by the nurse willing to exchange tours, and is approved by the immediate supervisor concerned. Such approval shall not be unreasonably withheld.

Requests for specific days off shall be submitted two (2) weeks in advance of the day on which the schedule is to be posted. Nurses shall be notified one (1) week in advance of the day on which the schedule is to be posted in writing as to the acceptance or rejection of the requests for specific days off. Exceptional requests for specific days off shall be considered by the Hospital.

- (c) The Hospital will not schedule split shifts.
- (d) At least sixteen (16) hours off shall be scheduled between shifts, and at least forty-eight (48) consecutive hours off shall be scheduled following night duty. A shorter period of time between changes of shifts may be agreed upon by mutual consent.
- (e) Nurses presently employed on the evening or night tours on a permanent basis will not be rotated except by mutual consent.

Notwithstanding the above, each nurse on a permanent shift may be required to do a tour of duty on days, for In-service requirements and evaluation every six (6) months, not to exceed three (3) weeks in each six (6) month period.

- (f) A nurse may not be required to change tours of duty more than once during a work week.
- (g) The Hospital will attempt to schedule nurses to rotate the **two** tours of their preference. However, for the continuance of efficient operation, the Hospital reserves the right to assign a nurse to a tour other than her/his preference, following notification in writing to the nurse concerned.
- (h) Full-time nurses will be scheduled off every other weekend.

If the nurse is required to work on a second and subsequent weekend, she/he will receive premium payment as defined in the Central Agreement, for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, 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 requested weekend work; or
- (3) such weekend is worked as a result of an exchange of shifts with another nurse.



The Hospital will endeavour to provide one additional weekend off per year in addition to every second weekend off. This additional weekend off shall be scheduled at a mutually agreeable time between the nurse and her/his immediate supervisor.

- (i) The Hospital will not change a posted schedule with less than forty-eight (48) hours' notice, unless by mutual agreement.
- (j) A weekend is defined as fifty-six (56) consecutive hours off work, starting 1930 hours Friday, (not applicable to extended tours or permanent shifts). A weekend for permanent night nurses shall be defined as commencing no later than 0730 hours Friday.
- (k) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season, unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 15th. For the purpose of this schedule, Christmas shall be defined as December 24th, 25th and 26th, and New Year's December 31st and January 1st.

Nurses shall indicate to the Hospital in writing their preference to have Christmas or New Year's off on or before October 15th.

The Hospital will post schedules indicating time off for Christmas and New Years by November 15. These schedules shall cover at least a six week period.

If a nurse works Christmas she/he must have the following Christmas off, unless she/he chooses to work.

- (l) A nurse who rotates tours will not be required to work more than seven (7) consecutive shifts on either evenings or nights, without being scheduled for a period of day tours, unless otherwise agreed.

However, it is understood a nurse may be required to work up to two additional evenings in a six week period.

- (m) The Hospital will endeavour to equitably distribute shift work assigned to nurses who are rotating shifts, depending on the needs of the individual unit.
- (n)
  - (1) Unless otherwise mutually agreed, there will be an equitable distribution of standby duty with the option to change with the approval of the Immediate Supervisor, for the area concerned.
  - (2) Nurses assigned to standby duty for any area of the Hospital shall be so assigned, and such standby duty shall be posted at least two weeks in advance and will cover a six week period.

- (o) If new starting and stopping times are to be introduced, written notification of at least eight (8) weeks, shall be given to the Union prior to the introduction of such new starting and stopping times. Following discussions with the Union, the introduction of new starting and stopping times may be implemented.
- (p) Where a nurse has worked and accumulated approved overtime hours, according to Articles 14.06 and 14.09, and elects to take equivalent time off, such time off must be taken within 60 days following the date on which it was accumulated. Such time off will be scheduled at a mutually agreeable time between the nurse and her/his immediate supervisor. Requests for such time off will not be unreasonably withheld.
- (q) In the event that certain nursing departments of the Hospital are closed for a planned closure either during the Christmas or New Year's period or during the period June 15 to September 15, nurses assigned to these areas and who are not required as additional staff, either in a specific area or as additional float staff, by the Hospital may have the following options:
  - (1) The nurse may request to be floated to other areas of the Hospital: or
  - (2) The nurse may request to be granted an unpaid leave of absence.
- (r) The day shift shall be defined as the first shift of the day.
- (s) When a line on a master rotation becomes vacant, the nurses in the unit concerned may request in writing to change to the vacant line. The vacant line on the master rotation shall be offered to the most senior nurse, based on seniority as defined in accordance with Article 10.
- (t) The Hospital will continue its current schedule for OR nurses with respect to weekends off and evening shift rotation. If, however, circumstances warrant a change in the current scheduling, the hospital will provide eight weeks notice to the Union and will meet with the Union to discuss any changes prior to date of implementation.
- (u) Nurses employed in Ambulatory Care, PACU, Mental Health Outpatient Program, Education Services, Discharge Planning and Employee Health shall continue to work a schedule which provides for the current number of weekends off.
 

If, however, circumstances warrant a change in these schedules with respect to the number of weekends off, the Hospital will provide the Union with at least eight weeks' written notice and meet with the Union for discussion prior to implementing the change.
- (v) The Hospital will not change its current scheduling practice for Training Consultants and Clinical Nurse Specialists.
- (w) Any meeting the President of the Bargaining Unit is required to attend will not be scheduled after he/she works a night shift.

**ARTICLE D - SCHEDULING REGULATIONS PART-TIME ONLY**

**D.1** The scheduling regulations as set out in Article D.1 are a minimum requirement only and do not preclude improvement in scheduling regulations by the Hospital.

- (a) Nurses will not be scheduled to work more than seven (7) consecutive days, to be followed by at least two (2) consecutive days off;
- (b) Such schedules will be posted at least two (2) weeks in advance and will cover a period of six (6) weeks. A nurse may be permitted to exchange her/his scheduled tours of duty with another nurse, who is scheduled to work in that unit, provided the arrangement is submitted in writing, is co-signed by the nurse willing to exchange tours, and is approved by the immediate supervisor concerned.

Such approval shall not be unreasonably withheld.

Requests for specific days off shall be submitted two (2) weeks in advance of the day on which the schedule is to be posted. Nurses shall be notified one (1) week in advance of the day on which the schedule is to be posted in writing as to the acceptance or rejection of the requests for specific days off. Exceptional requests for specific days off shall be considered by the Hospital.

- (c) The Hospital will not schedule split shifts.
- (d) At least sixteen (16) consecutive hours off shall be scheduled between shifts, and at least forty-eight (48) consecutive hours off shall be scheduled following night duty. A shorter period of time between changes of shifts may be agreed upon by mutual consent.
- (e) A nurse may not be required to change tours of duty more than once during a work week unless mutually agreed otherwise.
- (f) The Hospital will provide at least every third (3rd) weekend off. However, the present practice of working one (1) weekend in three (3) shall continue.

If the nurse is required to work on a second and consecutive and subsequent weekend, she/he will receive premium payment as defined in the Central Agreement, for all hours worked on that weekend and subsequent weekends, until a weekend off is scheduled, 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 requested weekend work; or
- (3) such weekend is worked as a result of an exchange of shifts with another nurse.

- (g) A nurse will be scheduled off for not less than five (5) consecutive days at either Christmas or New Year's season, unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15<sup>th</sup> and January 15<sup>th</sup>. For the purpose of this schedule, Christmas shall be defined as December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>, and New Year's December 31<sup>st</sup> and January 1<sup>st</sup>.

Nurses shall indicate to the Hospital, in writing, their preference to have Christmas or New Year's off on or before October 15. The Hospital will post schedules indicating time off for Christmas and New Year's by November 15. These schedules shall cover at least a six week period.

If a nurse works Christmas she/he must have the following Christmas off, unless she/he chooses to work. The nurse shall be available to work Christmas in alternate years if required by the Hospital.

- (h) A weekend is defined as fifty-six (56) consecutive hours off work, starting 1930 hours Friday, (not applicable to extended tours or permanent shifts). A weekend for permanent night nurses shall be defined as commencing no later than 0730 hours Friday.
- (i) Nurses presently employed on the evening or night tours on a permanent basis, will not be rotated except by mutual consent.

Notwithstanding the above, each nurse on a permanent shift may be required to do a tour of duty on days, for In-service requirements and evaluation every six (6) months, not to exceed three (3) weeks in each six (6) month period.

- (j) The Hospital will attempt to schedule nurses to rotate the two tours of their preference (D/E or D/N). However, for the continuance of efficient operation, the Hospital reserves the right to assign a nurse to a tour other than her/his preference, following notification in writing to the nurse concerned.

- (k) (1) Unless otherwise mutually agreed, there will be an equal distribution of standby duty with the option to change with the approval of the Immediate Supervisor, for the area concerned.
- (2) Nurses assigned to standby duty for any area of the Hospital shall be so assigned, and such standby duty shall be posted at least two weeks in advance and will cover a six week period.

- (l) In the event that certain nursing departments at the Hospital are closed for a planned closure either during the Christmas or New Year's period or during the period June 15 to September 15<sup>th</sup>, nurses assigned to these areas and who are not required as additional staff, either in a specific area or as additional float staff, by the Hospital may have the following options:

- (1) The nurse may request to be floated to other areas of the Hospital; or
- (2) The nurse may request to be granted an unpaid leave of absence.

- (m) If new permanent starting and stopping times are to be introduced, written notification of at least eight (8) weeks shall be given to the Union prior to the introduction of such new starting and stopping times. Following discussions with the Union, the introduction of new starting and stopping times may be implemented.
- (n) The day shift shall be defined as the first shift of the day.
- (o) The Hospital will not change its current scheduling practice for Training Consultants and Clinical Nurse Specialists.

**D.2 PT Only** A regular part-time nurse is a nurse who has made a commitment to the Hospital and who shall be available as follows:

- (a) The commitment shall be in writing, and she/he shall be willing to work in several areas of the Hospital.
- (b) Available to work a minimum of twenty-two and a half (22-1/2) hours per week.
- (c) Available to work three (3) statutory holidays in one year, in addition to Christmas or New Year's Day.

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

- (d) Regular Part-time RN's will be available to work every second weekend. The Hospital will endeavour to schedule 50% of the shifts during the week.
- (e) To be available between June 15th to September 15th and to take no more than three (3) weeks vacation during this period. Exceptional requests will be considered by the Hospital.
- (f) **All** regular part-time nurses will be scheduled on the basis of seniority up to their committed hours. When extra tours become available they will be offered first to the regular part-time nurses who have not been offered their commitment of hours.

Where all regular part-time nurses have been given the opportunity to work up to their committed hours, additional tours will then be offered to them up to full-time hours on the basis of seniority and equitability. If there are still additional tours, these will be offered to job share nurses on the basis of seniority and equitability, up to full-time hours.

Any remaining tours will then be offered to casual nurses.

- (g) Where a regular part-time nurse works extended tours, she/he shall be required to be available to work a minimum of twenty-two and one-half (22%) hours per week. This availability shall be averaged over a two week pay period.

The pay period will be designated as starting and stopping at 0730 hours on the appropriate Sunday.

- (h) It is the responsibility of regular part-time nurses to update their availability on a weekly basis, or more often if necessary.

### **D.3 PT Only Four Hour Tours -**

Where four-hour shifts are required, Article D in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of four (4) hour shifts to a minimum.
- (b) There shall be an equitable distribution of such tours among the part-time nurses in each unit. Equitable distribution is understood to mean equity in the distribution of four (4) and seven and one-half (7½) hour or longer tours where they are available.
- (c) Nurses working less than 7.5 hour tours shall be granted the appropriate paid rest period.
- (d) For nurses working tours of duty of less than 7.5 hours, no more than seven (7) shifts in a row shall be scheduled. If a nurse is **required** to work on an eighth (8th) consecutive and subsequent tour, then **she/he** will receive premium payment for each shift so worked until a day off is scheduled.
- (e) On a unit where there are regularly **pre-scheduled** shifts that are less than the normal daily tour of 7.5 hours, these regularly **pre-scheduled** tours shall be considered to be the full shift worked. Any requirement to work additional hours or part of an hour will constitute overtime worked.

## **ARTICLE E - VACATIONS (FULL-TIME ONLY)**

E.1 Vacation entitlement shall be from June 1st to May 31st.

This will apply June 15 - September 15th and spring school break.

Notwithstanding the above, the immediate supervisor in any department may schedule additional registered nurses off at any one time, if staffing requirements permit it.

E.2 The Hospital shall endeavour to grant up to 15% of the nurses who may be off from any department at any one time to accommodate vacation requests. When this is not a whole number it shall be "rounded up" at .5 or greater.

E.3 The Hospital shall endeavour to give either the weekend preceding the vacation or the weekend immediately following the vacation, as days off. However, if the nurse requests a minimum of two (2) weeks vacation, the Employer shall schedule either the weekend before or after the vacation off.

E.4 It is understood that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the need to meet the operating requirements of the Hospital. The Hospital will not unreasonably deny vacations.

- E.5** A nurse may only exercise her/his seniority rights once in each vacation year.
- E.6** A nurse may not take more than three (3) weeks vacation in June, July, August and September. Exceptional requests will be considered by the Hospital.
- E.7** Vacation pay shall be paid to all nurses in advance of their vacation period, if they so request. Such request must be submitted to the nurses' Immediate Supervisor, two (2) weeks in advance of the pay period, prior to the commencement of the vacation.
- E.8** Requests for vacation for June, July, August, September and the following spring school break shall be requested by April 1<sup>st</sup> of each year. Vacation requests will be processed and posted by May 1<sup>st</sup>.
- The posting of approved schedules covering the period of July 1<sup>st</sup> to August 31<sup>st</sup> will be posted no later than June 1<sup>st</sup>.
- Requests for vacation at any other time of the year shall be submitted three weeks prior to the posted schedule. Exceptional requests for vacation will be considered by the Hospital.
- E.9** There will be no carryover of vacations past May 31<sup>st</sup> of the following year. Exceptional requests will be considered by the Hospital.
- E.10** Vacations may not be taken between December 24<sup>th</sup> and January 1<sup>st</sup> of each year.
- E.11** Vacations may commence on any day of the week.

#### **ARTICLE E - VACATIONS (PART-TIME ONLY)**

- E.1** Vacation pay shall be paid to all part-time nurses in the first pay period of July, including an itemized statement.
- E.2** Requests for vacation for June, July, August, September and the following spring school break shall be requested by April 1<sup>st</sup> of each year.
- Vacation requests will be processed and posted by May 1<sup>st</sup>.
- The posting of approved schedules covering the period of July 1<sup>st</sup> to August 31<sup>st</sup> will be posted no later than June 1<sup>st</sup>.
- Requests for vacation at any other time of the year shall be submitted three (3) weeks prior to the posted schedule. Exceptional requests for vacation will be considered by the Hospital.
- E.3** There will be no carryover of vacation past May 31<sup>st</sup> of the following year. Exceptional requests will be considered by the Hospital.
- E.4** Regular part-time nurses shall receive vacation time off on the same ratio as full-time nurses.

- E.5** Regular part-time nurses shall not be included as part of the full-time vacation quota.
- Regular part-time nurses may not take more than three (3) weeks' vacation in June, July, August and September. Exceptional requests will be considered by the Hospital.
- E.6** It is understood that vacation weeks are not necessarily continuous, however the hospital will endeavour to accommodate the wishes of nurses with respect to the choice of vacation dates, subject to the need to meet the operating requirements of the hospital. The hospital will not unreasonably deny vacations.

## **ARTICLE F - PAID HOLIDAYS**

- F.1** The following shall be paid holidays:

New Year's Day	Thanksgiving Day
2nd Monday in February	2nd Monday in November
Good Friday	Christmas Day
Victoria Day	Boxing Day
Dominion Day (Canada Day)	Labour Day
Civic Holiday	1st Monday in June

- F.2 FT Only** When a nurse qualifies for lieu days, such lieu days shall be granted within thirty (30) days prior to or following the holiday. Such lieu days will be scheduled in conjunction with a scheduled weekend off, or days off, at a mutually agreeable time between the nurse and her/his immediate supervisor. Failing mutual agreement, within two weeks after the above qualifying period has passed, then the lieu day will be scheduled by the immediate supervisor.

Nurses may request, in writing, to accumulate up to five lieu days to be used for education purposes. Such days are to be used at a mutually agreeable time as determined by the nurse and her/his immediate supervisor.

- F.3 FT Only** Scheduling of a day off on the day of observance of a holiday, will be distributed among the nurses in each nursing unit concerned, as equitably as is reasonably practical.
- F.4** For the purpose of determining entitlement to holiday pay, the nurse who works the majority of hours on a recognized holiday as provided herein, shall be paid the holiday rate of pay.
- F.5** The master rotation, for all staff may be waived for a ~~two~~ week period surrounding a paid holiday, in order to accommodate the conditions set out below:
- (a) A nurse required to work the weekend in conjunction with a paid holiday, shall be required to work the paid holiday.
  - (b) A nurse scheduled off on a weekend in conjunction with the paid holiday shall be scheduled off duty ~~on~~ the paid holiday.



- F.6 FT Only In accordance with current practice, nurses who work in Ambulatory Care, Mental Health Outpatient Programs, Discharge Planning and Employee Health shall continue to receive all paid holidays off. If, however, circumstances warrant a change in this practice the Hospital will provide the Union with at least eight weeks written notice and will meet with the Union for discussion prior to implementing the change.

### **ARTICLE G - BULLETIN BOARDS**

- G.1 The Hospital will provide bulletin board spaces for the use of the Union, in posting Union notices. The Union will have the right to post Union notices on the bulletin board in the conference room, in each nursing unit. Such notices must be submitted to, and approved by the Executive Director or his designate prior to the posting. Such approval will not be unreasonably withheld.

### **ARTICLE H - MISCELLANEOUS**

- H.1 (FT) (a) Pay slips will be available to all FT nurses on a bi-weekly basis. Pay slips will be available on Thursday of every second week.
- H.1 (PT) (a) Pay slips for part-time nurses shall be available on their home base on a bi-weekly basis. Pay slips will be mailed out if requested by the nurse.
- H.2 The Hospital agrees to supply and launder scrub dresses or scrub suits for nurses working in the Obstetrical area, the Operating Room, Emergency, ICU/CCU and PACU.
- Nurses shall have the option of wearing scrub dresses or scrub suits in the Operating Room.
- H.3 Seniority List
- A copy of the seniority list will be filed with the Union by May 1st and by November 1st.
- H.4 The wearing of nursing caps shall be optional.
- H.5 The Union shall be permitted to maintain Union binders on each individual nursing unit at the Hospital. Such binders shall contain general information regarding the duties and responsibilities of the Union.
- H.6 Any information acquired by the Employer from the automatic time clock system will not be used in arbitrary or discriminatory manner.
- H.7 The parties agree that the Attendance Management Program will not be used in an arbitrary or discriminatory manner. Nurses will not be required to attend any meeting on their own time relating to the Attendance Management Program.

### **ARTICLE I - EXTENDED TOURS**

- I.1 For nurses working extended tours, a regular day tour shall be comprised of 11.25 paid hours, which shall include forty-five (45) minutes of paid break time, and forty-five (45) minutes of unpaid break time.

**L2** The scheduling regulations as set out in Article I are a minimum requirement only and do not preclude improvement in scheduling regulations by the Hospital.

**Scheduling**

The following scheduling provisions shall apply to nurses working extended tours as follows:

- (1) No more than three (3) consecutive extended tours shall be scheduled.
- (2) At least twelve (12) hours time off will be scheduled between shifts.
- (3) A weekend is defined as fifty-six (56) consecutive hours off, which shall commence no later than 1930 hours Friday. A weekend for permanent night nurses shall be defined as commencing no later than 0730 hours Friday.
- (4) The Hospital will not schedule split shifts.

FT Only

- (5) A nurse may not be required to change tours of duty more than once during a week.

FT Only

- (6) The Hospital will not change a posted schedule with less than forty-eight (48) hours notice, unless by mutual agreement.

FT Only

- (7) At least forty-eight (48) consecutive hours off shall be scheduled following night duty. A shorter period of time between changes may be agreed upon by mutual consent.

**I.3 FT Only**

- (a) The Hospital will provide at least every second (2nd) weekend off.

If the nurse is required to work on a second (2nd) consecutive and subsequent weekend, she/he will receive premium payment as defined in the Central Agreement, for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, 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 requested weekend work; or
- (3) Such weekend is worked as a result of an exchange with another nurse.

FT Only

- (b) The Hospital will endeavour to provide one additional weekend off per year in addition to every second weekend off. This additional weekend off shall be scheduled at a mutually agreeable time between the nurse and her/his immediate supervisor.

- 1.4 Such schedules will be posted at least **two (2)** weeks in advance and will cover a period of six (6) weeks. A nurse may be permitted to exchange **her/his** scheduled tours of duty with another nurse, who is scheduled to work in that unit, provided the arrangement is submitted in writing, is **co-signed** by the nurse willing to exchange tours, and is approved by the immediate supervisor concerned. Such approval shall not be unreasonably withheld.

Requests for specific days off shall be submitted two (2) weeks in advance of the day on which the schedule is to be posted. Nurses shall be notified one (1) week in advance of the day on which the schedule is to be posted in writing as to the acceptance or rejection of the requests for specific days off. Exceptional requests for specific days off shall be considered by the Hospital.

- 1.5 A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season, unless the nurse requests **otherwise**, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 15th. For the purpose of this schedule, Christmas shall be defined as December 24th, 25th and 26th, and New Year's December 31st and January 1st.

The Hospital will endeavour to provide schedules indicating time off for Christmas and New Years by November 15. Such schedules shall be posted no later than December 1st. These schedules shall cover a six week period.

If a nurse works Christmas she/he must have the following Christmas off, unless she/he chooses to work.

- 1.6 Extended tours may be introduced in areas in the Hospital for a six (6) month trial period, where, by secret ballot, conducted by the Union, eighty (80%) percent of the nurses in any unit indicate a desire to work extended tours. Following the six (6) month trial period, and after a secret ballot has been conducted by the Union, in which eighty (80%) percent of the nurses in the unit indicate a desire to continue the extended tours, an extended tour work week may be adopted on a permanent basis.

- 1.7 An extended tour work week may be discontinued on a permanent basis, where by secret ballot, conducted by the Union, eighty (80%) percent of the nurses in the unit want it discontinued.

- 1.8 When **less** than eighty (80%) percent of the nursing staff in a particular nursing unit vote as outlined in Article 1.6, in favour of extended tours by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination of extended tours and normal tours in a particular nursing unit.

The Hospital shall make space available to the Union, in order to permit them to conduct a vote, to ensure that 100% of the unit staff have indicated their preference for normal tours or extended tours. The parties must meet to discuss the implementation of a combination schedule. Approval for implementation of a combination of extended tours and normal tours shall not be unreasonably denied.

**1.9 FT Only** Vacations (paid leave)

Vacation and entitlement for extended tour nurses shall be converted as follows:

<u>Current Week Equivalent Entitlement</u>	<u>Working Days Off</u>	<u>Paid Hours</u>
Three week entitlement	10	112.5
Four week entitlement	14	150
Five week entitlement	17	187.5
Six week entitlement	20	225.0

Vacations

Article 16 shall apply for nurses working extended tours.

**1.10 FT Only** Bereavement Leave

For nurses on extended tour schedules, references to days under this article shall mean ~~two~~ days comprised of 11.25 paid hours, maximum of 22.5 paid hours shall be paid as bereavement leave.

- 1.11** For nurses on extended tours, stat holiday for time off shall be granted according to the central agreement. For shifts exceeding 7.5 hours the remainder of hours shall be topped up by using overtime first, before granting an unpaid leave of absence.

**J - LEAV OF ABSENCE**

- J.1** Leave of absence for Union business shall be granted up to a total of one hundred (100) days aggregate total, including both full-time and part-time nurses during the calendar year, provided at least four weeks written notice, by the Union is given to the Hospital, except in emergency situations. A request for more than one nurse to be off from any one unit at any one time shall not be unreasonably denied.
- J.2** Officials of the Union, shall be permitted to wear an insignia on their uniforms, during working hours, indicating that they are Union officials of the Union.
- J.3** When a union representative leaves the work area to attend to union/employer business, the nurse will be replaced if required for patient care. Attendance at any meeting will not be unreasonably denied or the meeting will be rescheduled.

## **ARTICLE K - PRE-PAID /E**

- K.1** Effective April 1, 1989, it is agreed that seven percent (7%) of the full-time and part-time bargaining unit shall be permitted to be on pre-paid leave. It is further agreed that the determination of seven percent (7%) of the full-time bargaining unit and seven percent (7%) of the part-time bargaining unit will be based on the November seniority list.

## **ARTICLE L - JOB SHARING**

- L.1** When the Hospital agrees to a Job Sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall:

- (1) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (2)
  - (a) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse of the Unit.
  - (b) **Job-sharers** may work additional shifts when regular part-time or casual nurses are not available.
- (3) The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
- (4) Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
- (5) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (6) **Coverage:**
  - (a) It is hoped that both job sharers will cover each other's incidental illnesses. If one cannot cover the other, the unit Manager must be notified in the usual manner to book coverage. Job sharers are required to cover each other's planned absences, including vacation of up to 3 consecutive weeks duration unless extenuating circumstances approved by the nursing unit Manager.
  - (b) Pregnancy leave, and other leaves pursuant to **Article 11 of the Central Agreement:**

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

(7) Implementation

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

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

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

(10) Discontinuation

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

**ARTICLE M - MODIFIED WORK**

1. 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.
2. When it has been medically determined that an employee is unable to return to the full duties of her/his 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.
3. The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
4. The Hospital will notify the Union of any nurse who has been injured while on Hospital property because of a physical assault within three (3) days of becoming aware of the injury. The Hospital will consider reimbursement for damage to personal property (eg. glasses, watches and uniforms) resulting from such physical assaults.



LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES ASSOCIATION  
(hereinafter referred to as the "Union")

And :

SOUTHLAKE REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

In consideration of the request of nurses to have access to a payroll deduction option to purchase Canada Savings Bonds with the current bond issue, the Hospital agrees to provide a payroll deduction option and the Hospital will continue the program unless the participation level falls below forty (40) nurses.

Dated at Newmarket, Ontario, this 10th day of January, 2003.

FOR THE EMPLOYER

Shirley Ferguson  
Wolenski  
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FOR THE UNION

Suzanne LeBlond  
Labour Relations Officer  
E. Arsenault  
CSN  
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LETTER OF UNDERSTANDING

Between

ONTARIO NURSES ASSOCIATION  
(hereinafter referred to as the "Union")

And -

SOUTHLAKE REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

The Hospital will look at office space for the Union during space allocation but with no obligation on their part to provide the office space. The Director of Human Resources will send a letter to the Director of Redevelopment requesting office space for the Union.

Dated at Newmarket, Ontario, this 10th day of July, 2003.

**FOR THE EMPLOYER**

Shirley Ferguson  
Christina

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**FOR THE UNION**

Pauline LeBlond  
Labour Relations Officer

Caroline  
MS

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LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES ASSOCIATION  
(hereinafter referred to as the "Union")

And:

SOUTHLAKE REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

The Hospital will endeavour to be flexible in scheduling tours of work for the Local President in order to accommodate business meetings with management during currently recognized business hours.

Dated at Newmarket, Ontario, this 24 day of January, 2003.

FOR THE EMPLOYER

Shirley Ferguson  
G. Standaert

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FOR THE UNION

Saulo Lobo - Hills  
Labour Relations Officer  
C. Aglerore

CSL  
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LETTER OF UNDERSTANDING

Between:

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

And:

SOUTHLAKE REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

The Hospital will pay the O.N.A. Local President 11.25 hours per month to attend to Union business at the Hospital's request.

The scheduling of the above hours will be negotiated between the Local President, Human Resources and the Unit Manager involved.

The Hospital and the Union will review utilization of these hours by June 30, 2002.

Dated at Newmarket, Ontario, this 10th day of January, 2003.

**FOR THE EMPLOYER**

Shirley Ferguson

W. Alexander

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**FOR THE UNION**

Pauline LeBlond-Hibbs  
Labour Relations Officer

C. Azevedo

AW

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LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES ASSOCIATION  
(hereinafter referred to as the "Union")

And:

SOUTHLAKE REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

The parties agree that this agreement is made on a without prejudice basis to be reviewed in six (6) months.

The nurses working on the Assertive Community Treatment Team unit will be paid one (1) hour and thirty (30) minutes for every call taken while on call.

On-call is from 1630 to 0830 Monday to Friday and twenty-four (24) hours a day on the weekend.

The nurse will be paid on-call premium for all scheduled on-call work in accordance with 14.06 of the Central Agreement.

Dated at Newmarket, Ontario, this 10 day of January, 2003.

**FOR THE EMPLOYER**

Shirley Ferguson  
W. Standa

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**FOR THE UNION**

Pauline LeBlond  
Labour Relations Officer

C. Defenore

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LETTER OF UNDERSTANDING

Between:

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

And:

SOUTHLAKE REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

The parties agree that Appendix 3 which deals with salary scales will be adjusted, if required, as a result of the recent central hospital settlement.

The parties agree to re-open negotiations, at either parties' request, to address new local issues that may arise from the recent central hospital settlement.

Dated at Amman, Ontario, this 10th day of January, 2003.

**FOR THE EMPLOYER**

Shirley Ferguson  
W. Leland

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**FOR THE UNION**

Rubene Lefebvre-Hicks  
Labour Relations Officer

P. O'Connell  
CEO

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## LETTER OF UNDERSTANDING

Between:

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

And:

SOUTHLAKE REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

RE: ARTICLE 13.04 UNIT WEEKEND SCHEDULE

1. Requests for weekend worker positions shall be considered on an individual basis where mutually agreed to by the hospital and the Union.
2. If a vacancy arises by the creation of a weekend worker position or from an existing weekend worker position it may be filled from within the unit first pursuant to scheduling provision Article D.1 (s) Full-Time of the Collective Agreement.
3. The weekend workers will rotate between the day/evening or day/night shift.
4. For the purpose of covering the weekend worker's vacation or incidental absences, shifts may need to be scheduled to the regular part-time nurses on the unit, or casual relief according to the local scheduling agreement provisions.
5. For the purposes of vacation scheduling the nurses will be included in the unit vacation roster and will be included in the percentage of staff that is allowed vacation at any one time.
6. If a weekend worker transfers to a regular full time position any vacation/holiday bank shall remain intact to be used for scheduled vacation or lieu time. If a weekend worker transfers to a part-time position or terminates employment all vacation/holiday credits will be paid out.
7. Where the weekend worker has not had to utilize the paid holiday bank as outlined in Article 13.04(c) & (d), the credits in the bank will roll over into the next year's bank.
8. Article 13.04<sup>(c) & (d)</sup> of the Collective Agreement applies to the scheduling of the weekend worker during the Christmas period.

9. The Hospital or the Union may discontinue the weekend worker arrangement with 90 days notice. Upon receipt of such notice a meeting shall be held between the parties within 15 days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

10. The parties will review the weekend worker position at the end of September 2002.

Dated at Newmarket, Ontario, this 10<sup>th</sup> day of January, 2003.

FOR THE EMPLOYER

Shirley Ferguson  
W. L. L. L. L.

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FOR THE UNION

Pauline Josephine Hill  
Labour Relations Officer

E. Alexandre

C. C. C.

J.

## LETTER OF UNDERSTANDING

Between:

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

And:

**SOUTHLAKE REGIONAL HEALTH CENTRE**  
(hereinafter referred to as the "Hospital")

Re: **2D 2N Innovative Scheduling**

1. The Hospital and the Union agree to the implementation of the following schedule on a trial basis to be reviewed in June **2002**.
2. When the Hospital and the Union agree, the **2D 2N** extended **tour** schedule may be instituted when fifty-one (51%) percent of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Unit Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
3. When less than fifty-one (51%) percent of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the **2D 2N** extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination **2D 2N** extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
4. The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 2.
5. At any meeting with the Employer to discuss the **2N 2D** schedule, a member of the Local executive should be in attendance.
6. The **2D 2N** schedule may be discontinued in any unit when:
  - i) Fifty-one (51%) of the nurses in a unit so indicated by secret ballot; or
  - ii) The Hospital decides to do so because of:
    1. adverse effects on patient care, or
    2. inability to provide a workable staffing schedule, or
    3. 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:
    - 1. the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; 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.
  - iv) The Local Association will be informed of the results of the secret ballot within seven (7) days.
7. The scheduling provisions contained in Article F.3 are applicable save and except for the following:
- (a) 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 (5<sup>th</sup>) and subsequent day until a day off is scheduled.
  - (b) All schedules will be done on the basis that each full-time employee will be scheduled for **1950** hours per year.
8. Any union rules that apply to having every other weekend off will not apply.
9. When working this schedule only those whose schedule falls on a "Stat Holiday" will be entitled to the time and a half shift. The nurse will not expect to be scheduled for the holiday because she worked most of or all of the preceding weekend.
10. All other union rules will apply to these nurses.
11. The nurses agree to fulfill their obligation to the hospital as full time workers to work **1950** hours in a year.
12. Each person working this schedule will count **her/his** shifts for the year at the beginning of each year and will have **herself/himself** scheduled in for any deficient hours, where there are needs in the unit, to complete **her/his 1950** hours. (union rules for booking staff will apply)
13. Stat holidays will be requested and taken as an **8** hour day off during the nurses **5** days off. The nurse will receive the **8** hour Stat pay on the day off and in the pay period that **she/he** chooses. The nurse will not be entitled to take one of **her/his 2** days shifts or **2** night shifts as a Stat holiday. Otherwise **she/he** will be short of her **1950** hours for the year.

- 14. To get a regularly scheduled shift off (one or more of the 2 days or 2 nights) the nurse must make a request for time off using banked time, vacation time or leave of absence time (according to management and union rules), exchanging according to protocol.

Dated at Newmarket, Ontario, this 10th day of January, 2003.

**FOR THE EMPLOYER**

Shirley Ferguson  
Stenade  
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**FOR THE UNION**

Pauline DeBelle Hildebrand  
 Labour Relations Officer  
A. Ayfenore  
Allen  
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