

COLLECTIVE AGREEMENT

Between:

**ST. MICHAEL'S HOSPITAL
(Bond & Wellesley Central Sites)
(hereinafter referred to as "the Hospital")**

And:

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

Combined

Expiry Date: MARCH 31, 2001

Where the parties cannot agree on whether a superior condition continues to have application, the issue will be reduced to a grievance and referred to arbitration.

- 21.02** The Association and the Participating Hospitals agree to establish a committee consisting of two **(2)** representatives of the Association and **two (2)** representatives of the Participating Hospitals to review the superior conditions appendices in each of the participating hospitals. This committee will report to their respective negotiating committees prior to the next round of central negotiations.

ARTICLE 22 - DURATION

- 22.01** This Agreement shall continue in effect until March 31, 2001 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 22.02** Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 22.03** If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04** Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the Participating Hospitals and the Ontario Nurses' Association will meet to determine the procedures to be followed.

ARTICLE 23

- 23.01** Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding
1. Joint Central Committee
 2. Payment for Bargaining Unit President
 3. Professional Responsibility Complaint
 4. Joint Benefits Review Subcommittee
- Appendix 1 - O.N.A. Grievance Form

- Appendix 2 - List of Professional Responsibility Assessment Committee- Chairpersons**
- Appendix 3 - Salary Schedule**
- Appendix 4 - Superior Conditions - If Any**
- Appendix 5 - Appendix of Local Provisions**
- Appendix 6 - O.N.A. Professional Responsibility Complaint Form**

APPENDIX 1 - Grievance Form to be inserted here.

APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

- | | |
|--|--|
| <p>1. Lynne Taylor
Vice President
Patient Services
Queensway-Carleton Hospital
Ottawa</p> | <p>5. Mrs. Maxine Pastirik
Niagara College of Applied Arts
& Technology
Welland</p> |
| <p>2. Mrs. Patricia Lang
Vice-President, Academic
Georgian College
Barrie</p> | <p>6. Ms. Darlene Steven
Associate Professor
School of Nursing
Lakehead University
Thunder Bay</p> |
| <p>3. Ms. Louise Lemieux-Charles
Asst. Prof. & Program Director
HMRU, Dept. of Health Admin.
Faculty of Medicine
University of Toronto
Toronto</p> | <p>7. Pat Hall
Principal Chair
Seneca College
Toronto</p> |
| <p>4. Ms. Patricia Mandy
Vice President, Community Health
Hamilton Health Sciences Centre
Hamilton</p> | <p>8. Ms. Donna Tremblay
Dean, Health Sciences
Sault College of Applied Arts & Technology
Sault Ste. Marie</p> |

LETTERS OF UNDERSTANDING

Short Shifts, Modified Work, Job Sharing and Payment for Bargaining Unit President

The parties agree that the issues of short shifts (including the issue of premium payments for hours worked after scheduled hours on short shifts), modified work and job sharing are local issues.

Any issues around payment for a Bargaining Unit President or designate including payment to attend joint Employer Union meetings outside of their regularly scheduled hours are local issues.

Joint Central Committee

The parties agree to form a Joint Central Committee to discuss issues of mutual interest and benefit to the Hospitals and the Association. The Committee will discuss issues including but not restricted to a Clinical Advancement System for nurses and support for new graduates entering the nursing profession.

Letter to Hospitals of Ontario Pension Plan (HOOPP) Regarding Surplus for Retirees' Benefits

The parties hereby request that the Hospitals of Ontario Pension Plan (HOOPP) explore ways and means whereby the pension plan's surplus may be utilized to fund benefits (EHC, Dental, Life and Semi-Private) for retired nurses.

Re: Joint Benefits Review Sub-Committee

The parties agree to refer the following matters to the Benefits Review Sub-Committee referenced in Article 17.09:

- i) the maximum age dependents eligible for benefit coverage;
- ii) the terms and application of the Hospitals of Ontario Disability Income Plan brochure(s) currently in effect;
- iii) Consideration of alternative options for sick leave provision.

The Committee will undertake to meet within six (6) months of the date of ratification.

Re: Professional Responsibility clause

The parties hereby agree to meet within six (6) months of ratification/award to update the list of professional Responsibility Assessment Committee Chairpersons, to discuss possible revisions to Appendix 6 and to discuss the guidelines for the Chair of the Professional Responsibility Assessment Committee.

DATED AT TORONTO, ONTARIO, THIS 31ST DAY OF MARCH 2000.

FOR THE ASSOCIATION

Dan Anderson
Linda Haslam-Stroud
Lesley Bell
Linda Lachance
Barb Wahl
Donna Bain
Sylvia Blanchard
Jo Anne Shannon
Valerie MacDonald
Debbie McCrank
Carolyn Prepp
Catherine Iles-Peck
Marjorie Calvin
Elizabeth Dewar
Lawrence Walter
Judith McIlwaine

FOR THE HOSPITALS

Robert J. Bass
Maureen Bedek
Garry Cardiff
Ruth Dixon
Marilyn Travaglini
Sue Graham
Bernie D. Schmidt
Joan Edwards
Sylvia Halliday
Bronwen Morgan
Ursula Verstraete
Richard Kelly
Judith Skelton-Green
Randy Belair
Dan McPherson

DATED AT Toronto, ONTARIO THIS 25th DAY OF August, 2000.

FOR THE HOSPITAL

Charles Skowen

John Lunn

John Stockcroft

FOR THE UNION

Lorraine Harper
Labour Relations Officer

Kelly Ferris

Angela Osh

John Ferris
Karen Mitchell

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APPENDIX 3
SALARY SCHEDULES

Classification- Registered Nurse

		<u>Effective April 1, 1998</u>	<u>Effective April 1, 1999</u>	<u>Effective April 1, 2000</u>
Start	- Hourly	18.67	19.04	20.50
	- Monthly	3033.88	3094.00	3331.25
1 year	- Hourly	19.60	20.00	21.31
	- Monthly	3185.00	3250.00	3462.88
2 years	- Hourly	20.38	20.79	22.43
	- Monthly	3311.75	3378.38	3644.88
3 years	- Hourly	21.45	21.88	23.54
	- Monthly	3485.63	3555.50	3825.25
4 years	- Hourly	22.51	22.96	24.66
	- Monthly	3657.88	3731.00	4007.25
5 years	- Hourly	23.58	24.05	26.05
	- Monthly	3831.75	3908.13	4233.13
6 years	- Hourly	24.92	25.42	27.44
	- Monthly	4049.50	4130.75	4459.00
7 years	- Hourly	26.24	26.77	28.84
	- Monthly	4264.00	4350.13	4686.50
8 years	- Hourly	27.58	28.13	30.24
	- Monthly	4481.75	4571.13	4914.00
9 years	- Hourly	28.93	29.51	
	- Monthly	4701.13	4795.38	

Classification - Graduate Nurse

		<u>Effective April 1, 1998</u>	<u>Effective April 1, 1999</u>	<u>Effective April 1, 2000</u>
Start	- Hourly	17.25	17.59	18.92
	- Monthly	2803.13	2858.38	3074.50
1 year	- Hourly	18.09	18.46	19.73
	- Monthly	2939.63	2999.75	3206.13
2 years	- Hourly	18.87	19.25	20.68
	- Monthly	3066.38	3128.13	3360.50
3 years	- Hourly	19.78	20.17	21.71
	- Monthly	3214.25	3277.63	3527.88
4 years	- Hourly	20.76	21.17	22.65
	- Monthly	3373.50	3440.13	3680.63
5 years	- Hourly	21.66	22.09	23.79
	- Monthly	3519.75	3589.63	3865.88
6 years	- Hourly	22.76	23.21	24.83
	- Monthly	3698.50	3771.63	4034.88
7 years	- Hourly	23.74	24.22	
	- Monthly	3857.75	3935.75	

Classification – Charge Nurse

		<u>Effective April 1, 1998</u>	<u>Effective April 1, 1999</u>	<u>Effective April 1, 2000</u>
Start	- Hourly	19.32	19.71	21.17
	- Monthly	3139.50	3202.88	3440.13
1 year	- Hourly	20.24	20.66	22.11
	- Monthly	3289.00	3357.25	3592.88
2 years	- Hourly	21.15	21.57	23.14
	- Monthly	3436.88	3505.13	3760.25
3 years	- Hourly	22.13	22.58	24.29
	- Monthly	3596.13	3669.25	3947.13
4 years	- Hourly	23.22	23.69	25.42
	- Monthly	3773.25	3849.63	4130.75
5 years	- Hourly	24.30	24.79	26.85
	- Monthly	3948.75	4028.38	4363.13
6 years	- Hourly	25.69	26.20	28.26
	- Monthly	4174.63	4257.50	4592.25
7 years	- Hourly	27.03	27.57	29.71
	- Monthly	4392.38	4480.13	4827.88
8 years	- Hourly	28.42	28.98	31.15
	- Monthly	4618.25	4709.25	5061.88
9 years	- Hourly	29.80	30.39	
	- Monthly	4842.50	4938.38	

APPENDIX 4 - Full-time only

(19.09)

ST. MICHAEL'S HOSPITAL

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In addition to the salaries prescribed above, the Hospital will pay the monthly educational allowances set forth hereunder to all nurses who are covered by this Agreement and who have completed their probationary period subject to the following conditions:

- (a) the additional qualification of the degree or certificate held is utilized directly in the job currently being performed;
- (b) proof of the degree or certificate from a school of recognized standing must be submitted by the nurse to the Hospital;
- (c) in accordance with the above, a nurse possessing more than one degree or certificate shall be entitled only to the higher allowance provided hereunder;
- (d) payment of the allowance shall commence at the start of the first full **pay** period following filing with the Hospital of the required proof of standing.

Monthly Educational Allowances

C.H.A. Nursing Unit Administration Course or recognized Post Graduate Course	- \$15.00 per month
One Year University Diploma	- \$40.00 per month
Bachelor's Degree	- \$80.00 per month
Master's Degree	- \$120.00 per month

A nurse who is covered by this Agreement and **who** has not completed his/her probationary period but who is otherwise qualified for an educational allowance may in the Hospital's discretion, receive such portion of the foregoing allowances as the Hospital may determine.

Educational allowances shall not be used in the calculation of overtime or other premium for any purpose in this Agreement.

APPENDIX 4**ST. MICHAEL'S HOSPITAL**
SICK-LEAVE PLAN (IN EFFECT PRIOR TO OCTOBER 23,1981)

Pay for sick leave is for the sole and only purpose of protecting the nurse against loss of regular income when he/she is legitimately ill and unable to work and will be granted on the following basis:

- (a) sick leave will be allowed for sickness for nurses after the completion of their probationary period on the basis of one and one-half (1-1/2) days per month of active employment to a total of eighteen (18) days sick leave after one year's service;
- (b) it is understood and agreed that no sick leave will be allowed during the nurse's probationary period. Should the nurse remain in the employ of the Hospital after completion of his/her probationary period, his/her entitlements shall date back to the last day of hiring;
- (c) all unused sick leave may be accumulated to the credit of the nurse to a maximum of one hundred and twenty (120) days;
- (d) the nurse may be required to produce proof of sickness for any absence in the form of a medical certificate, and report to the Employee Health Unit when returning to duty;
- (e) nurses shall not be entitled to sick leave for sickness or accident compensable by the Workmen's Compensation Board;
- (f) the Hospital will continue credits for sick leave, until thirty (30) days following the expiry of the sick leave credits;
- (g) a nurse who voluntarily terminates her employment after five years service with the Hospital, will be entitled to receive payment of fifty (50) percent of his/her unused sick leave credits which have accumulated;
- (h) a nurse who retires at age 65 and who has completed five years of service with the Hospital will be entitled to receive 100% of his/her unused sick leave credits which have accumulated;
- (i) payment of sick leave credit during a period of vacation or leave of absence shall be at the sole discretion of the Hospital.

APPENDIX 5**A PROVISIONS****ARTICLE A – RECOGNITION AND DEFINITIONS**

- A.1 The Hospital recognizes the Association as the sole bargaining agent of all Registered and Graduate nurses employed by the St. Michael's Hospital, engaged in a nursing capacity in The City of Toronto, save and except Clinical Leader Managers, persons above the rank of Clinical Leader/Manager and part-time nurses. (Full-time Only)
- A.2 The Hospital recognizes the Association as the sole bargaining agent of all Registered and Graduate nurses employed by the St. Michael's Hospital, engaged in a nursing capacity in The City of Toronto, as part-time nurses, save and except Clinical Leader/Managers and persons above the rank of Clinical Leader/Manager. (Part-time Only)
- A.3 The word "nurses" whenever used in this Agreement shall mean only those employees of the Hospital included in the above-described bargaining units.
- A.4 The phrase "Immediate Supervisor" whenever used in this Agreement shall mean Clinical Leader Manager who is excluded from the bargaining unit, to whom the nurse usually answers to and reports for duty.
- A.5 "Local Association" refers to the Ontario Nurses' Association at the St. Michael's Hospital (Bond and Wellesley Central sites), namely, Local 096.

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 solely with the Hospital except as specifically 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 and suspend or otherwise discipline nurses, provided that a claim of discharge, suspension or discipline without just cause by a nurse who has completed his/her probationary period may be the subject of a grievance, and dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and highest standard of service, classifications, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
 - (d) to manage the operation that the Hospital has engaged in, and to determine the number of personnel required, the services to be performed and the 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 this Agreement. Prior to implementation, the Hospital will advise the Association of changes in rules. The Association may make representations with respect to such rules and regulations.

B.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C UNION COMMITTEES AND UNION REPRESENTATIVES

C.1 There shall be twenty-four (24) Union representatives for both the full-time and part-time bargaining units. Not more than one (1) representative will be from any unit with less than fifty (50) nurses and there shall be no more than two (2) representatives from any unit. A member of the Executive may act in the absence of a Union representative.

C.2 A list of representatives of the Union will be posted on all units within the Hospital.

C.3 The Local Association will determine all Union Representatives. Every effort will be made to ensure each unit has one representative.

C.4 Negotiating Committee

There shall be up to six (6) representatives on the Negotiating Committee including a member from the part-time bargaining unit.

C.5 Grievance Committee

There shall be up to five (5) representatives on the Grievance Committee. This Committee may be supplemented by an additional ONA representative from the area in which the grievance occurred.

C.6 Association-Hospital Committee

There shall be up to five (5) representatives of each of the parties on the Association-Hospital Committee. Part-time nurses may serve on this committee. Substitution for members will be permitted providing prior notification is given.

C.7 Professional Development Committee

There shall be three (3) representatives of the Hospital and three (3) representatives of the Union on the Professional Development Committee.

C.8 Union Interview

The Union interview shall take place during the orientation period, for the purpose of interviewing newly hired nurses.

The Hospital will continue its practice of issuing to the Local Executive the annual schedule of planned orientation sessions.

On the first day of any such session, the Hospital will provide to the Local Executive a list of the nurses attending, including her/his name, status, and unit to which each nurse is hired.

The Local Executive and the Hospital shall schedule the time for the Union interview, at a mutually agreeable time.

- C.9 A copy of the Collective Agreement will be provided to each newly hired nurse during her orientation period to the hospital.

ARTICLE D - SCHEDULING - HOURS OF WORK – Regular Tour System (Eight (8) Hour Tours)

- D.1 (a) In each two (2) week period, ~~two~~ (2) consecutive days off will be scheduled and nurses may be scheduled to work more than five (5) but no more than seven (7) consecutive days, except by mutual consent. At least ~~two~~ (2) consecutive days off will be scheduled after seven (7) consecutive days of work. Split days off will be kept to a minimum
- (b) The Hospital will schedule at least every second (2nd) weekend off; in the event of failure to give every second (2nd) weekend off, an overtime premium (in accordance with 14.03) shall be paid for the second (2nd) and every successive weekend until a weekend is scheduled off, save and except where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as a result of an exchange of shifts with another nurse.
- (c) At least two off-tours shall be scheduled between shifts and at least six off-tours shall be scheduled following night duty. A shorter period of time between changes of shift may be agreed upon by mutual consent.
- (d) Schedules covering a six (6) week period will be posted no less than twenty-one (21) days in advance.
- (e) Requests for change in posted schedules may be made in writing provided they are co-signed by the nurse willing to exchange days off or tour of duty. These written requests shall be kept for three (3) months. Such requests shall not be unreasonably denied.
- (f) Split tours will not be scheduled.

(g) Christmas/New Year

All nurses shall receive at least five (5) consecutive days off or more at Christmas or New Year's, except in areas which normally are not scheduled to work on weekends or paid holidays.

Time off at Christmas shall include December 24th, 25th, and 26th. Time off at New Year's shall include December 31st and January 1st, unless otherwise mutually agreed.

Time worked at Christmas shall include December 24th, 25th, and 26th. Time worked at New Year's shall include December 31st and January 1st, unless mutually agreed otherwise.

Scheduling regulations may be waived between December 15th and January 10th in order to accommodate this time off.

A nurse who is scheduled to work either Christmas or New Year's shall be permitted to request vacation prior to Christmas in conjunction with Christmas time off or following New Year's in conjunction with New Year's time off subject to operational requirements. (Full-time only)

Vacations may be granted between Christmas and New Year's subject to operational requirements. (Full-time only)

A nurse must indicate her preference for either Christmas or New Year's time off, to the appropriate Clinical Leader/Manager, in writing, no later than November 1st. When a scheduling conflict arises amongst nurses requesting the same time off, priority will be given to the nurse who's requested time off was not granted the previous year. Where a conflict still exists, the deciding factor shall be seniority. Where the Hospital is able to grant time off for both Christmas and New Year's, the most senior nurse(s) will be offered first opportunity to accept or decline. The Hospital will endeavour to post a schedule indicating Christmas and New Year's time off as well as regularly scheduled days off and scheduled shifts to be worked by November 25th, but no later than December 1st.

- (h) The Hospital shall equitably distribute shift work amongst nurses in a unit working the same shift rotation.
- (i) The Hospital will equitably distribute weekends off in each unit among general staff.
- (j) A nurse shall not be required to work more than two (2) different shifts in any seven (7) calendar day period unless otherwise agreed.
- (k) Employees shall be scheduled to rotate between days and shift tours, and where possible at least fifty (50) percent of tours worked shall be on the day shift, except where the employee chooses to work a greater percentage of shifts. This will be balanced over a period of no more than twelve (12) weeks or two (2) tour rotations.
- (l) An individual employee may request to work a straight evening or night shift rotation. Such request shall not be unreasonably denied.

- (m) A weekend is defined as being sixty-four (64) consecutive hours off work commencing at the conclusion of the Friday day shift until the commencement of the Monday day shift. The commencement time will vary in the event an employee works a straight evening or night shift rotation.
- (n) If new starting and stopping times are being introduced by the Hospital, six (6) weeks' notification in writing shall be given to the Association, unless to do so would be impossible in the circumstances. The Hospital shall meet with the Association prior to introduction of new starting and stopping times, so that the reason for the introduction of new starting and stopping times may be discussed and the Association may have the opportunity to make submissions.
- (o) The day shift shall be the first shift of the day.
- (p) Nurses who work and accumulate overtime in accordance with Article 14.06 and 14.09, shall be permitted to take their overtime at the appropriate premium rate, in time off which will be scheduled at a mutually agreeable time.

The nurse will make a written request, as to when he/she wishes to take this overtime. The Hospital will endeavour to reply, in writing, to this request, within forty-eight (48) hours but no later than seventy-two (72) hours following submission of the request to the immediate Supervisor.
- (q) The Hospital intends to continue its present practice of requiring nurses assigned to the Operating Room and to the Recovery Room to work no more than one (1) weekend in six (6). If, however, circumstances warrant a change in this practice, the Hospital will provide six (6) weeks' notice to the Association and to the nurses involved and the Hospital will meet with the Association for discussion prior to implementing any change.
- (r) The Hospital intends to continue its present practice of scheduling every weekend off for all nurses assigned to Diagnostic Imaging, Central Processing Department (CPD), Cysto, Ambulatory Clinics, Medical Day Care and Surgical Day Care. If, however, circumstances warrant a change in this practice, the Hospital will provide six (6) weeks' notice to the Association and to the nurses involved and will meet with the Association for discussion prior to implementing any change.
- (s) Nurses working in the Operating Room shall be required to work no more than fourteen (**14**) shifts in any six (6) week schedule.
- (t) Nurses shall be permitted to request specific days off, by making such a request in writing to the immediate Supervisor. Such requests shall be made fourteen (**14**) days in advance of the posting of the schedule. Such requests shall not be unreasonably withheld.

D.2 A rest period will be granted as per Article 13.01 of the Central Agreement.

D.3 A meal period will be provided as per Article 13.01 of the Central Agreement.

D.4 Any reduction in the number of daily tours as the result of introduction of a longer daily tour by the Hospital must receive approval of the local Association.

D.5 Extended Tour System (12 hour tours]

The Hospital will endeavour to maintain and achieve the following objectives in the formation of extended working schedules.

1. A longer daily tour (extended tour) shall be introduced into any unit when:
 - (a) Eighty percent (80%) of the nurses in the unit so indicate by secret ballot and
 - b) The Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonable arbitrary manner.
2.
 - (a) Subsequent to the initial vote, a trial period of at least sixteen (16) consecutive weeks will take place.
 - (b) **All** nurses on the unit must work the extended tour schedule during the trial period and thereafter, except for nurses on the staff of the unit on the day the vote is taken. These nurses may continue to work the seven and one-half (7-1/2) hour tour.
 - (c) Subsequent to the trial period, a second vote will be taken and must meet the requirements of (1.(a) above) in order to continue the extended tour schedule.
3. A longer daily tour (extended tour) may be discontinued in any unit when:
 - (a) Sixty-six (66%) of the nurses in the unit so indicate by secret ballot;
or
 - (b) The Hospital states its intention to discontinue the extended tour schedule because of:
 - (i) adverse effects on patient care,
or
 - (ii) inability of the Hospital to provide a workable staffing schedule.
4. When notice of discontinuation is given by either party in accordance with paragraph (3) above, then:
 - (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (b) Where it is determined that the extended tour schedule will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

5. (a) A nurse shall not be required to work more than three (3) consecutive tours, except by mutual consent or during weeks which contain a paid holiday. At least one (1) extended tour off will be scheduled between shifts.
- (b) Nurses shall receive every second (2nd) weekend off duty unless otherwise agreed to between the nurse and the Hospital. A weekend is defined as a minimum of five (5) consecutive extended tours off, which shall commence no later than 1930 hours on Friday.

In the event of failure to give every second (2nd) weekend off, an overtime premium (in accordance with Article 14.03) shall be paid for the second and every successive weekend worked until a weekend is scheduled off, save and except where:

- i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) Such nurse has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of shifts with another nurse.
6. The Hospital will endeavour not to require a nurse to change tours more than once during a week, unless otherwise mutually agreed.

At least four (4) off tours shall be scheduled following night duty. A shorter period of time between changes of shift may be agreed upon by mutual consent.

7. Schedules covering a six (6) week period will be posted no less than twenty-one (21) days in advance.
8. Requests for change in posted schedules may be made in writing, provided they are co-signed by the nurse willing to exchange days off or tour of duty. These written requests shall be kept for three (3) months. Such requests shall not be unreasonably denied.

9. Christmas/New Year

All nurses shall receive at least five (5) consecutive days off or more at Christmas or New Year's, except in areas which normally are not scheduled to work on weekends or paid holidays.

Time off at Christmas shall include December 24th, 25th, and 26th. Time off at New Year's shall include December 31st and January 1st, unless otherwise mutually agreed.

Time worked at Christmas shall include December 24th, 25th, and 26th. Time worked at New Year's shall include December 31st and January 1st, unless mutually agreed otherwise.

Scheduling regulations may be waived between December 15th and January 10th in order to accommodate this time off.

A nurse must indicate her preference for either Christmas or New Year's time off, to the appropriate Clinical Leader/Manager, in writing, no later than November 1st. When a scheduling conflict arises amongst nurses requesting the same time off, priority will be given to the nurse who's requested time off was not granted the previous year. Where a conflict still exists, the deciding factor shall be seniority. Where the Hospital is able to grant time off for both Christmas and New Year's, the most senior nurse(s) will be offered first opportunity to accept or decline. The Hospital will endeavour to post a schedule indicating Christmas and New Year's time off as well as regularly scheduled days off and scheduled shifts to be worked by November 25th, but no later than December 1st.

A nurse who is scheduled to work either Christmas or New year's shall be permitted to request vacation prior to Christmas in conjunction with Christmas time off or following New Year's in conjunction with New Year's time off subject to operational requirements. (Full-time only)

Vacations may be granted between Christmas and New Year's subject to operational requirements. (Full-time only)

10. The Hospital will equitably distribute shift work amongst nurses in a unit working the same shift rotation.
11. Employees shall be scheduled to rotate between days and shift tours, and where possible at least fifty (**50**) percent of tours worked shall be on the day shift, except where the employee chooses to work a greater percentage of shifts. This will be balanced over a period of no more than twelve (12) weeks or two (2) tour rotations.
12. If new starting and stopping times are being introduced by the Hospital, six (6) weeks' notification in writing shall be given to the Association, unless to do so would be impossible in the circumstances. The Hospital shall meet with the Association prior to the introduction of new starting and stopping times, so that the reason for the introduction of new starting and stopping times may be discussed and the Association may have the opportunity to make submissions.
13. The day shift shall be the first shift of the day.
14. Nurses who work **and** accumulate overtime in accordance with Article 14.06 and 14.09 shall be permitted to take their overtime at the appropriate premium rate in time off, which shall be scheduled at a mutually agreeable time.

The nurse will make a written request, as to when he/she wishes to take this overtime. The Hospital will endeavour to reply, in writing, to this request, within forty-eight (**48**) hours but no later than seventy-two (72) hours following submission of the request to the immediate supervisor.

15. Nurses shall be permitted to request specific days' off, by making such a request, in writing, to the immediate Supervisor. Such requests shall be

made fourteen (14) days in advance of the posting of the schedule. Such requests shall not be unreasonably withheld.

16. A rest period will be granted as per Article 13.02 of the Central Agreement.
17. A meal period will be provided as per Article 13.02 of the Central Agreement.
18. Split tours will not be scheduled.
19. When requested by nurses in each individual unit, a vote shall be conducted among the nurses working extended tours as to whether or not they will continue to work extended tours, or revert to normal tours (7.5 hour tours) between the period December 15th to January 7th.

Where the majority of nurses in a particular nursing unit vote by at least fifty-one percent (51%), then all nurses on the unit shall revert to normal tours (7.5 hour tours) for the period of December 15th until January 7th. Following this period of time, they shall once again revert to their extended tour schedules.

D.6 Ten (10) Hour Tours

Ten (10) hour tours shall be implemented upon mutual consent of the Hospital and the Association. The Hospital shall not unreasonably refuse to implement a ten (10) hour tour.

There shall be a trial period of six (6) months. This trial period may be terminated upon written notification by either party upon at least sixty (60) days written notice to the other.

The Hospital and the Association shall meet following the completion of the trial period to review and assess the ten (10) hour tour with a view of implementing it on a permanent basis.

Ten (10) hour tours may be implemented when eighty percent (80%) of the nurses affected in a particular unit, agree by secret ballot to implement ten (10) hour tours.

The current Collective Agreement shall be amended to reflect ten (10) hour tours as follows:

1. Hours of Work – (Article 13)

For nurses working ten (10) hour tours, a regular day tour shall be comprised of 9.375 paid hours, which shall include 37½ minutes of paid break time and 37½ minutes of unpaid break time.

2. Scheduling Objectives

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

- (a) Nurses on ten (10) hour tours will not be assigned for more than four (4) consecutive tours.
- (b) At least fourteen (14) hours off will be scheduled between tours.
- (c) At least every second weekend off.
- (d) Schedules will be posted twenty-one (21) days in advance for a six (6) week period.
- (e) Christmas/New Year's

- i) All nurses shall receive at least five (5) consecutive days off or more at Christmas or New Year's, except in areas which normally are not scheduled to work on weekends or paid holidays.

Time off at Christmas shall include December 24th, 25th, and 26th. Time off at New Year's shall include December 31st and January 1st, unless mutually agreed otherwise.

Time worked at Christmas shall include December 24th, 25th, and 26th. Time worked at New Year's shall include December 31st and January 1st, unless otherwise mutually agreed.

Scheduling regulations may be waived between December 15th and January 10th in order to accommodate this time off.

A nurse must indicate her preference for either Christmas or New Year's time off, to the appropriate Clinical Leader/Manager, in writing, no later than November 1st. When a scheduling conflict arises amongst nurses requesting the same time off, priority will be given to the nurse who's requested time off was not granted the previous year. Where a conflict still exists, the deciding factor shall be seniority. Where the Hospital is able to grant time off for both Christmas and New Year's, the most senior nurse(s) will be offered first opportunity to accept or decline. The Hospital will endeavour to post a schedule indicating Christmas and New Year's time off as well as regularly scheduled days off and scheduled shifts to be worked by November 25th, but no later than December 1st.

- ii) A nurse who is scheduled to work either Christmas or New Year's shall be permitted to request vacation prior to Christmas in conjunction with New Year's time off subject

to operational requirements. Vacations may be granted between Christmas and New Year's, subject to operational requirements. (Full-time)

- (f) Requests for changes in posted time schedules must **be** submitted in writing and co-signed by a nurse willing to exchange days off or work tours. Each unit will maintain a written record of requests for schedule changes. Such record will be kept for three (3) months.
- (g) A nurse working ten (10) hour tours shall be paid 9.375 hours in a 24 hour period, exclusive of an unpaid meal period of 37½ minutes, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to 15 minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.

3. Vacations

Vacation entitlement for nurses working ten (10) hour tours shall be converted as follows:

<u>Current Week Entitlement</u>	<u>Working Days Off OFF</u>	<u>Equivalent Paid Hours</u>
3	12	112.5
4	16	150.0
5	20	187.5
6	24	225.0

The vacation guidelines set out in Article F shall apply to nurses working ten hour tours.

D.7 Standby

- (a) The Hospital will notify the Bargaining Unit President or designate no than six (6) weeks less prior to initiating ongoing standby assignments on any unit.
- (b) Standby duty shall be evenly distributed among available experienced nurses in affected units.
- (c) Nurses required to be on standby shall be provided with beeper paging devices. The Hospital shall bear the expense of these devices provided to the nurses. The nurses shall be responsible for informing the Hospital of any device malfunctions or repair concerns.
- (d) Employees shall be entitled to exchange their standby assignments subject to management approval in accordance with clause (b) above and the conditions set out in D.1 (e) and D.5 (8) and provided that no additional premium payment will be due as a result of the exchange.

- (e) A nurse who is called in shall be paid in accordance with Article 14.06, and in addition, shall receive relief and lunch breaks in accordance with Article 13 and 14 of the Collective Agreement.
- (f) The Hospital will endeavour to provide access to parking and will provide a security escort to or from his or her vehicle if a nurse so requests.
- (g) In the event that a nurse is called back to the Hospital from standby after midnight, and is required to work more than four **(4)** consecutive hours, he/she shall not be required to report for work the next day prior to twelve (12) noon.
- (h) Nurses working in the Diagnostic Imaging shall only be required to take standby one (1) weekend in four **(4)**. If, however, circumstances warrant a change in practice, the Hospital will provide six weeks' notice to the Association and to the nurses involved and will meet with the Association for discussion prior to implementing any change.
- (i) The Hospital agrees to continue to provide compensation for standby and phone calls, to nurses working on the Assertive Community Treatment Team in the Mental Health Program in accordance with the Memorandum of Agreement dated January 29th, 1999.

D.8

Master Schedules

When a unit creates a master schedule or when a unit changes a master schedule which is in use, a copy of the proposed master schedule will be submitted to the Bargaining Unit President or designate to ensure that the scheduling provisions of the Collective Agreement are adhered to.

All nurses on the unit impacted by a new master schedule or a change in an existing master schedule shall be eligible to vote. The vote shall be by secret ballot and will be conducted solely by the Union. Each schedule must have 80% approval of the total number of staff eligible to vote and who cast a ballot. All votes will be held on the unit within fourteen (14) days of written submission of the proposed schedule to the Bargaining Unit President or designate. The period of time to cast ballots will be by mutual agreement between the Hospital and the Union. All nurses eligible to vote will be notified of this right in advance but no later than three (3) days prior to the vote. All ballots will be counted immediately after the close of the voting period. The Union will post the results of the vote on the unit and advise the Clinical Leader/Manager.

If the vote is unsuccessful a revised schedule will be prepared and another vote will be held on the revised schedule in the manner described above, but no sooner than six (6) weeks from the time of the first vote.

All nurses on the affected unit will complete a trial period of at least one complete rotation of the master schedule or not more than six **(6)** months. Thereafter an opportunity for reassessment by the nurses in accompaniment with the Bargaining Unit President or designate and the Clinical Leader Manager of the unit shall occur. Any required changes will be documented with the Bargaining Unit President or designate.

ARTICLE E – SCHEDULING – HOURS OF WORK (Part-time Only)

- E.1 A rest period will be granted as per Article 13.01 of the Central Agreement.
- E.2 A meal period will be provided as per Article 13.01 of the Central Agreement.
- E.3 The Hospital will post schedules covering a six (6) week period no less than twenty-one (21) days in advance for regular part-time nurses. Requests for change in posted schedules shall be made in writing. These written requests shall be kept for three (3) months.
- E.4 The Hospital agrees to offer part-time nurses additional shifts prior to bringing in agency nurses. This offer will be made to those nurses who have notified their Clinical Leader/Manager on a weekly basis of their availability to work additional shifts.
- E.5 Any reduction in the number of daily tours as the result of introduction of a longer daily tour by the Hospital must receive approval of the local Association.
- E.6 Regular part-time nurses who so desire will receive five (5) consecutive days off or more at either Christmas or New Year's. Christmas shall be defined as all shifts on December 24th, 25th, and 26th. New Year's shall be defined as all shifts on December 31st and January 1st. Regular part-time nurses must be available to work Christmas (December 24th, 25th & 26th) or New Year's (December 31st and January 1st) in accordance with their Regular Part-time commitment and regular scheduling practice unless mutually agreed otherwise.

This Article does not apply to those areas where regularly scheduled work is concentrated on a Monday through Friday basis.

Scheduling regulations may be waived between December 15th and January 10th in order to accommodate this time off.

A nurse must indicate her preference for either Christmas or New Year's time off, to the appropriate Clinical Leader/Manager, in writing, no later than November 1st. When a scheduling conflict arises amongst nurses requesting the same time off, priority will be given to the nurse who's requested time off was not granted the previous year. Where a conflict still exists, the deciding factor shall be seniority. Where the Hospital is able to grant time off for both Christmas and New Year's, the most senior nurse(s) will be offered first opportunity to accept or decline. The Hospital will endeavour to **post** a schedule indicating Christmas and New Year's time off as well as regularly scheduled days **off** and scheduled shifts to be worked by November 25th, but no later than December 1st.

- E.7 The Hospital will endeavour to treat part-time nurses equitably with respect to shift assignments given the staff requirements on the nursing unit involved.

It is understood that all regular part-time nurses shall be scheduled up to their committed hours on their unit before any casual nurses are utilized on that unit. Once all regular part-time nurses are scheduled up to their committed hours, then extra available shifts will be distributed amongst available regular part-time and casual nurses on the unit on an equitable basis.

E.8 Regular part-time nurses shall receive weekends on the following basis:

- (a) A nurse working four **(4)** days per week shall receive at least two (2) weekends off in every four **(4)** week period, unless requested otherwise by the nurse.
- (b) A nurse working three (3) days per week shall receive at least three (3) weekends off in every six (6) week period.
- (c) A nurse working *two* (2) days per week shall not be required to work more than *two* (2) weekends in six (6).
- (d) A nurse working one (1) day per week shall not be required to work more than one (1) weekend in four **(4)**.

The above provisions shall not apply where a nurse requests additional work.

A weekend shall be defined as at least a sixty-four **(64)** consecutive hour period commencing at the conclusion of the Friday day tour.

E.9 Requests for change in posted schedules may be made in writing, provided they are co-signed by the nurse willing to exchange days off or tour of duty. Such requests shall not be unreasonably denied. These requests will be kept for three (3) months.

E.10 Extended Tour System – Part – time (12 hour tours)

The Hospital will endeavour to maintain and achieve the following objectives in the formation of extended working schedules:

1. A longer daily tour (extended tour) shall be introduced into any unit when:
 - (a) Eighty percent (80%) of the nurses in the unit so indicate by secret ballot and
 - (b) The Hospital agrees to implement the extended tours. Such agreement shall not be withheld in an unreasonable arbitrary manner.
2.
 - (a) Subsequent to the initial vote, a trial period of at least sixteen (16) consecutive weeks will take place.
 - (b) All nurses on the unit must work the extended tour schedule during the trial period and thereafter, except for nurses on the staff of the unit on the day the vote is taken. These nurses may continue to work the seven and one-half (7-1/2) hour tour.
 - (c) Subsequent to the trial period, a second vote will be taken and must meet the requirements of (1. (a) above) in order to continue the extended tour schedule.

3. **A longer daily tour (extended tour) may be discontinued in any unit when:**
 - (a) Sixty-six percent (66%) of the nurses in the unit so indicate by secret ballot;
or
 - (b) The Hospital states its intention to discontinue the extended tour schedule because of:
 - i) adverse effects on patient care,
or
 - ii) inability of the Hospital to provide a workable staffing schedule.

4. When notice of discontinuation is given by either party in accordance with number (3) above, then:
 - (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (b) Where it is determined that the extended tour schedule will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

5.
 - (a) **A nurse shall not be required more than three (3) consecutive tours, except by mutual consent or during weeks which contain a paid holiday. At least one (1) extended tour off will be scheduled between shifts.**
 - (b) Nurses shall receive every second (2nd) weekend off duty unless otherwise agreed to between the nurse and the Hospital.

A weekend is defined as a minimum of five (5) extended tours off, which shall commence no later than 1930 hours on Friday.

In the event of failure to give every second weekend off, an overtime premium (in accordance with Article 14.03) shall be paid for the second (2nd) and every successive weekend worked until a weekend is scheduled off, save and except where:
 - i) Such weekend has been worked **by** the nurse to satisfy specific days off requested by such nurse; or
 - ii) Such nurse has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of shifts with another nurse.

6. The Hospital will endeavour not to require a nurse to change tours more than once during a week, unless otherwise mutually agreed.

At least four **(4)** off tours shall be scheduled following night duty. A shorter period of time between changes of shift may be agreed upon by mutual consent.

7. Regular part-time nurses who so desire will receive five (5) consecutive days off or more at either Christmas or New Year's period. Christmas shall be defined as all shifts on December 24th, 25th, and 26th. New Year's shall be defined as all shifts on December 31st and January 1st. Regular part-time nurses must be available to work Christmas (December 24th, 25th & 26th) or New Year's (December 31st and January 1st) in accordance with their Regular Part-time commitment and regular scheduling practice unless mutually agreed otherwise.

This Article does not apply to those areas where regularly scheduled work is concentrated on a Monday through Friday basis.

A nurse must indicate her preference for either Christmas or New Year's time off, to the appropriate Clinical Leader/Manager, in writing, no later than November 1st. When a scheduling conflict arises amongst nurses requesting the same time off, priority will be given to the nurse who's requested time off was not granted the previous year. Where a conflict still exists, the deciding factor shall be seniority. Where the Hospital is able to grant time off for both Christmas and New Year's, the most senior nurse(s) will be offered first opportunity to accept or decline. The Hospital will endeavour to post a schedule indicating Christmas and New Year's time off as well as regularly scheduled days off and scheduled shifts to be worked by November 25th, but no later than December 1st.

Scheduling regulations may be waived between December 15th and January 10th in order to accommodate this time off.

8. If new starting and stopping times are being introduced by the Hospital, six (6) weeks' notification in writing shall be given to the Association, unless to do so would be impossible in the circumstances. The Hospital shall meet with the Association prior to the introduction of new starting and stopping times, so that the reason for the introduction of new starting and stopping times may be discussed and the Association may have the opportunity to make submissions.
9. Schedules covering a six **(6)** week period will be posted no less than twenty-one (21) days in advance.
10. Requests for change in posted schedules may be made in writing, provided they are co-signed by the nurse willing to exchange days off or tour of duty. Such requests shall not be unreasonably denied. These requests shall be kept for three (3) months.
11. When requested by nurses in each individual nursing unit, a vote shall be conducted among the nurses working extended tours as to whether or not they will continue to work extended tours, or revert to normal tours (7.5 hour tours) between the period December 15th to January 7th.

Where the majority of nurses in a particular nursing unit vote by at least fifty-one percent (51%), then all nurses on the unit shall revert to normal

tours (7.5 hour tours) for the period of December 15th until January 7th. Following this period of time, they shall once again revert to their extended tour schedule.

12. The Hospital will endeavour to treat part-time nurses equitably with respect to shift assignments given the staff requirements on the nursing unit involved.
13. The Hospital agrees to offer part-time and casual nurses additional shifts prior to bringing in agency nurses. This offer will be made to those nurses who have notified their Clinical Leader/Manager on a weekly basis of their availability to work additional shifts.
14. The day shift shall be the first shift of the day.
15. Nurses shall be permitted to request specific days' off, by making such a request, in writing, to the immediate Supervisor. Such requests shall be made fourteen (14) days in advance of the posting of the schedule. Such requests shall not be unreasonably withheld. These requests shall be kept for three (3) months.
16. A rest period will be granted as per Article 13.02 of the Central Agreement.
17. A meal period will be provided as per Article 13.02 of the Central Agreement.
18. Split tours will not be scheduled.

E.11 Tours of Less Than 7.5 Hours Part-Time Only

Where tours of less than seven and one half (7.5) hours are required, Articles F and G in their entirety will apply except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than seven and one half (7.5) hours to a minimum (or to a reasonable level);
- (b) Nurses working tours comprised of less than seven and one half (7.5) hours shall be granted a paid rest period;
- (c) No part-time nurse will be scheduled solely on tours which are comprised of less than seven and one half (7.5) hours in any pay period, except where such arrangements are requested by the nurse;
- (d) Nurses working tours comprised of less than seven and one half (7.5) hours, shall not be scheduled to work more than seven (7) consecutive tours. If a nurse is required to work on an eighth (8th) consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled;
- (e) No unit shall have tours of less than seven and one half (7.5) hours introduced into a rotation, without prior notification and discussion with the Union.

- (f) Nurses working tours of less than seven and one-half (7.5) hours will be paid premium rates in accordance with Article 14 for all hours worked in excess of the scheduled short tour.

E.12 Where a part-time nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to work on paid holidays) such nurse will have the option of taking compensating time *off* equivalent to the applicable premium rate in accordance with Article 14.09.

ARTICLE F - VACATIONS

- F.1
- (a) The date for determining vacation entitlement shall be the anniversary date of the employee, and the accrual of vacation will be in accordance with Article 16 of the Collective Agreement.
 - (b) Employees may accrue vacation from year to year. The maximum accrual at any one time shall not exceed one and one-half of the employee's entitlement, and by each anniversary date it shall not exceed the employee's yearly entitlement, calculated in accordance with Article 16.

The Hospital will consider requests to carry over additional vacation entitlement under special circumstances. Such requests shall not be unreasonably denied.

F.2 A week of vacation shall be defined as a seven (7) day period. Vacations may be scheduled to commence on any day of the week. Vacation may be granted at any time during the year. Any vacation entitlement over the maximum will be assigned by the Hospital following consultation with the nurse(s) involved.

- F.3
- (a) The granting of vacation will not be unduly restrictive. Vacation schedules shall be posted by May 31st of all vacations requested by March 31st for the summer vacation period, from June 15th to October 15th. Requests for vacation outside this period shall be submitted two (2) months, if possible, prior to the requested vacation and acknowledgement will be given within seven (7) days of such request, and a reply will be given as soon as possible.
 - (b) When a full-time or a regular part-time nurse requests vacation, the Hospital will endeavour to grant the weekend immediately preceding and the weekend immediately following the vacation as days off. Such request will not be unreasonably denied.
 - (c) The Hospital shall notify the nurse prior to leaving on his/her vacation the date and time on which to report for duty following vacation.
 - (d) When full-time and regular part-time nurses in a specific nursing unit desire the same or overlapping vacation periods, then the seniority of the nurses in the bargaining unit shall govern the assignment of vacations.

However, a nurse shall be able to exercise his/her seniority only once during the summer vacation period from June 15th to October 15th. (Applies to full-time and part-time nurses).

- (e) Special consideration shall be given in circumstances where a nurse has plans for an extended vacation.

- F.4 The Hospital will not unreasonably deny vacations.
- F.5 Nurses will receive their vacation pay with their regular cheque issued immediately preceding their commencement of vacation provided they have so requested in writing to the Clinical Leader Manager four (4) weeks before vacation.
- F.6 Employees shall be permitted to have advance borrowing of five (5) days vacation credit. Should an employee leave prior to earning those credits, then the Hospital is authorized for all purposes including for purposes of the Employment Standards Act, and Regulations thereunder, to make deductions from the employees outstanding wages for those credits not yet earned.

ARTICLE G – PAID HOLIDAYS

- G.1 The following shall be paid holidays:

New Year's Day (Jan 1)	Labour Day
2nd Monday in February	Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	November 11
2nd Monday in June	Christmas Day (Dec 25)
Canada Day (July 1)	Boxing Day (Dec 26)

- G.2 (a) Where possible, paid holidays will be equitably distributed among the full-time nurses in each unit.
- (b) A regular part-time nurse shall be available for work as listed in G.1 of the Collective Agreement on the following basis:
- i) four (4) days per week (up to 0.8 FTE) = 5 paid holidays
 - ii) three (3) days per week (up to 0.6 FTE) = 4 paid holidays
 - iii) two (2) days per week (up to 0.4 FTE) = 3 paid holidays
 - iv) One (1) day per week (up to 0.2 FTE) = 2 paid holidays

Any regular part-time nurse may make themselves available for a greater number of the holidays referred to above, by mutual consent between the individual nurse and the Hospital.

- G.3 For the purpose of this Article, a nurse will be considered to have worked on a paid holiday if the majority of hours worked on a tour coinciding with a paid holiday falls within the paid holiday.
- G.4 When a nurse is scheduled off on a weekend which is preceded and/or followed by a paid holiday she/he shall be scheduled off the paid holiday(s), if agreed to by the individual nurse.

When a nurse is scheduled to work on a weekend which is preceded and/or followed by a paid holiday she/he shall be scheduled to work the paid holiday(s), if agreed to by the individual nurse.

- G.5 A full-time nurse shall receive at least six (6) of the holidays as scheduled days off in each calendar year.
- G.6 Where a full-time nurse is entitled to a lieu day, such lieu day will be a lieu day off with pay at his/her regular straight time hourly rate of pay, to be taken on a day arranged between the nurse and the Hospital in conjunction with a scheduled weekend off, if possible, such day to be granted within thirty (30) days prior to or following the holiday.

ARTICLE H - BULLETIN BOARDS

- H.1 The Hospital will provide space or bulletin boards on which the Association may post notices of Association meetings and other Association activities.

The Hospital shall also permit the Association to post notices of meetings and other Association activities on a bulletin board in each nursing unit/department.

The Hospital agrees to relocate the Union bulletin board located in the sub-basement B2, Queen Wing to a mutually agreed to area of the Hospital as soon as possible, but not later than ninety (90) days from date of ratification or award.

ARTICLE I - ASSOCIATION LEAVE

- I.1 Leave of absence for Association business shall be given up to a total of no more than twelve hundred (1200) hours (both full-time and part-time) during any calendar year, provided adequate notice is given to the Hospital. Such leave of absence shall not be arbitrarily withheld. It is agreed that not more than eight (8) nurses shall be absent on such leave at the same time. Additional leave of absence may be granted if mutually agreed by the Hospital and the Association.

ARTICLE J - SENIORITY LIST

- J.1 Seniority lists will be filed with the Bargaining Unit President of the Local Association or her designate, on or before May 1st and December 1st of each year.

The Hospital will forward a copy of each list to the Association's Labour Relations Officer directly.

The Hospital agrees to provide additional seniority lists to the Association immediately prior to serving notice of layoff to any nurse and prior to any program transfers.

ARTICLE K – AVAILABILITY FOR OVERTIME (Full-time only)

- K.1 Full-time nurses wishing to make themselves available for overtime work will submit their available time to their Clinical Leader Manager, a minimum of one (1) week prior to their availability. Payment for all overtime hours worked will be in accordance with Article 14 of the Collective Agreement.

In the event that overtime is available, full-time nurses will have priority over agency or registry nurses. This will not affect the scheduling of the part-time nurses.

ARTICLE L – PRE-PAID LEAVE

- L.1 The Hospital shall permit ten percent (10%) of the bargaining unit(s) (both full-time and part-time) to be on pre-paid leave each year. It is further understood that no more than five percent (5%) of the nurses in a nursing unit, and no less than one (1) nurse per nursing unit, shall be permitted on leave at one time.

ARTICLE M - MODIFIED WORK

- M.1 The Hospital will notify the Nurses' Association representative of the Occupational Health and Safety Committee monthly, 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.
- M.2 When it has been medically determined that an employee is unable to return to the full duties of his/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.
- M.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.

ARTICLE N - OCCUPATIONAL HEALTH AND SAFETY

- N.1 The Hospital will notify the Association, in writing, within one week of the Hospital becoming formally aware of any nurse who has been assaulted in the line of work.
- The Hospital will consider requests for reimbursement for damages incurred to the nurses' personal property, such as eye glasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.
- N.2 The Hospital agrees to have in place policies and procedures to deal with violence in the workplace. The policies will address the prevention of violence, the management of violent situations, and support to employees who have faced violence. Such policies will be available through the Hospital Intranet or Unit specific manual.
- (a) The parties agree to the importance of applying the Hospital's policy regarding abuse of staff by patients, clients and/or visitors to support all

Hospital employees. This policy may be reviewed from time to time and the Union will be consulted and have the opportunity for input into any revisions to that policy.

- (b) In accordance with the policy, if incidents involving abusive client action occur, that such action will be recorded and reviewed at the Occupational Health and Safety Committee on a regular basis.
- (c) By agreement between the parties and/or other employee representatives outside of the bargaining unit, a task force or special committee may be struck from time to time to review specific safety or security issues common to employees in a unit or department. Any recommendations provided by such a task force or committee will receive full consideration by the Hospital.

ARTICLE O - SELF SCHEDULING

- O.1 The Association and the Hospital agree in principle to the concept of self-scheduling. Should the Hospital or the nurses wish to implement **self** scheduling on a particular unit, they shall do so according to the following criteria, initially on a test basis.
1. Seventy-five percent (75%) of the nursing staff must indicate by secret ballot their willingness to participate in self scheduling prior to the commencement of the test. It is understood that there will be a separate vote conducted for full-time and part-time nurses.
 2. The test period shall be for six (6) months, after which the full-time and part-time nurses will again indicate by a seventy-five percent (75%) vote by secret ballot their desire to continue or discontinue self scheduling.
 3. If seventy-five percent (75%) of the nursing staff indicate a willingness to participate in self-scheduling, all nurses on that unit will be expected to participate in the test for the six (6) month period.
 4. Nurses participating in self scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
 5. The prepared schedules shall be submitted to the Clinical Leader/Manager for review and approval to ensure that appropriate nursing coverage is maintained. The Clinical Leader/Manager's approval of the prepared schedule shall not be unreasonably withheld.
 6. Self scheduling may be cancelled by either the Hospital or the Union upon a minimum of eight (8) weeks' written notice to the other party.
 7. Self scheduling, including scheduling regulations, shall comply with all the provisions of the full-time and part-time Collective Agreements in all respects.
 8. In the event that self scheduling is continued following the test, the Hospital and the Union shall meet prior to the end of the test period in order to discuss and mutually agree upon the terms of the continuation.

9. Prior to instituting self scheduling on a continuing basis in a unit, the Association will be provided with a copy of the self scheduling guidelines.

ARTICLE P -JOB SHARING

P.1 Introduction and Discontinuance

Although the introduction of a **job** sharing arrangement will be at the discretion of the Hospital, the Hospital shall not arbitrarily or unreasonably refuse to implement job sharing. Should a job sharing arrangement be implemented, the Hospital reserves the right to determine the number of job share arrangements on any one unit at any one time.

If the Hospital agrees to a job sharing arrangement, the following terms and conditions shall apply unless otherwise agreed to by the Hospital and the Association.

Implementation

1. Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first, and, in the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement
2. Job sharing requests with regard to full-time positions shall be considered on an individual basis. Staff members seeking a job sharing position must submit a written application to the relevant Clinical Leader/Manager. The Hospital shall reserve the right to determine the appropriateness of such arrangement.
3. An incumbent full-time nurse wishing to share his/her position may do so without having his/her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the basis of the criteria set out in the Collective Agreement.
4. Where two (2) full-time employees on one unit wish to job share one (1) position, neither half will be posted.
5. Should one job sharing partner voluntarily transfer or resign, the remaining partner will continue his/her own schedule for a maximum of six weeks from the effective date of the transfer or resignation. The Hospital will determine the need, based on operational requirements, to replace such a vacancy. If the Hospital so determines to replace such a vacancy, the vacancy created will be posted. If no replacement partner is recruited, the position will revert back to a full-time position. If the position reverts back to full-time, and the remaining partner was previously full-time, the remaining partner will revert to his/her former status and the shared position will become his/her position. If the position reverts back to full-time and the remaining employee was previously part-time and there is no part-time position available on the same Unit, she/he will be laid off in accordance with the layoff provisions of the Collective

Agreement. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

6. Total hours worked by the two (2) job sharers shall equal one (1) full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two (2) nurses.
7. The above schedules shall conform to the scheduling provisions of the Full-time Collective Agreement. Posted schedules shall be based on the schedule that would apply to a full-time nurse holding that position.
8. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work unless mutually agreed otherwise.
9. a) Job sharers will be expected to cover each other's incidental illnesses and vacations. If, because of unavoidable circumstances, one cannot cover for the other, the Clinical Leader/Manager must be notified and the Hospital will assume responsibility for filling the shift. Job sharers are not required to cover for their partner in the case of prolonged or extended absences due to illness.

A job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement. Job sharers will be offered additional unscheduled tours only if they have made their availability known. It is understood that job sharers may only make themselves available on tours when neither job share partner is scheduled, unless otherwise agreed to by the Clinical Leader/Manager, and where such would not result in premium payment.

- b) Pregnancy Parental 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 exceeding thirty (30) days, the Hospital will determine the need, based on operational requirements, to replace such a vacancy. If the Hospital so determines to replace such a vacancy, the remaining job share partner will have the option of covering all of the absent partner's shifts for the duration of the absence. If the remaining partner is unable to cover the entire leave of absence, he/she must inform the Clinical Leader/Manager of his/her intentions to cover all/some of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule. If the remaining partner cannot cover for his/her partner, the Hospital will fill the shifts, as needed, from its part-time or casual pool, in accordance with Article E.7, part-time or post for a temporary replacement.

10. In the event that layoffs are required, the job sharers will be laid off in accordance with the layoff provisions of the Collective Agreement. It is understood that the layoff of one or more of the job-sharers will be viewed

as eliminating the job-shared position. For purposes of layoff, each job-sharer will be deemed to be .5 of an FTE.

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

In the event that a job share arrangement is discontinued due to operational requirements, the job sharer(s) will maintain their part-time status and will continue their part-time schedule.

ARTICLE Q – MISCELLANEOUS

Q.1 The Hospital shall provide the Association with copies of changes to the standard charting and the standard ward policy manuals at the time of distribution within the Hospital. One completed copy of each manual will be provided to the Association.

Q.2 The Hospital shall continue its present policy of paying nurses by bank deposit system. The Hospital will make its best efforts to ensure that this deposit shall be available not later than Friday of every second week by 7:00 a.m.

Pay stubs should be available to nurses every second Thursday by noon.

Q.3 The Hospital agrees to maintain its policy with regard to laundering and supplying of scrub clothing to nurses working in the Operating Room, Recovery Room, Cardiac Cath Lab, Renal Dialysis Unit, MS-ICU, CV-ICU, Emergency, Neuro-Trauma ICU, GE Unit and Labour and Birth. This scrub clothing shall be laundered and supplied to the nurses at no cost.

Q.4 Paycheque Underpayment

In the event of underpayment greater than fifty (\$50.00) dollars to a nurse, the Hospital shall pay the outstanding monies as soon as possible but no later than three (3) business days after notification of the error is made to the Payroll Department.

Q.5 The Bargaining Unit President of Local 96 will be scheduled to work days for his/her term of office. The Hospital shall pay the Bargaining Unit President ten (10) days salary each month up until the time the Wellesley-Central site of St. Michael's Hospital closes, thereafter, the Hospital shall pay the Bargaining Unit President seven (7) days salary each month. This salary is in lieu of all time spent attending meetings with the Hospital including all committees mandated by the Collective Agreement and time spent preparing for these committee meetings, for negotiating and implementing program transfers, for investigating and/or processing grievances, and for negotiating a renewal Collective Agreement up to but not including, arbitration.

- Q.6 The Hospital will review workload measurement data with the Bargaining Unit President if circumstances require. The workload measurement system results may also be discussed at the Association-Hospital Committee meetings.
- Q.7 The Hospital will endeavour to provide a locker and change area for each nurse as close as possible to the nurses area of work. At a minimum the Hospital agrees to provide nurse lockers or a secured area on each unit for employees personal valuables.
- Q.8 The Hospital will endeavour to provide an on call room for any nurse that is scheduled for standby duty. The Hospital is committed to providing permanent on call space for nurses upon completion of restructuring related construction.
- Q.9 The Hospital will endeavour to provide a staff lounge for all nurses to utilize while on rest and meal breaks as provided for in the Collective Agreement.
- Q.10 The Hospital shall endeavour to accommodate nurses' requests for schedule alterations for the purpose of education leave. Such requests shall not be unreasonably denied.
- Q.11
- (a) Where the Hospital requires re-certification course(s) specific to clinical programs and/or services, the Hospital shall reimburse each nurse for the cost of such course(s) re-certification. Each nurse shall be paid his/her regular straight time hourly rate of pay for such course time subject to Article 9 of the Collective Agreement. Where practicable, the Hospital will provide on-site re-certification.
 - (b) The Hospital will reimburse a nurse for one re-certification per course per term of re-certification.
 - (c) Where the Hospital deems changes to existing certification requirements are essential to allow a nurse to practice in a specific unit, program or service, any such change will be discussed at the Association-Hospital Committee prior to implementation.
 - (d) It is understood that the above provisions do not apply to initial certification to meet requirements on a unit, program or service to which a nurse wishes to transfer.
 - (e) The Hospital will continue with the current CPR practice at each site and within ninety (90) days of ratification the Hospital and the Union will meet to agree on a common CPR re-certification process.

ARTICLE R – SECURITY SERVICE

- R.1 The Hospital agrees to establish a security task force to address personal safety issues of nurses and other Hospital staff at the change of evening and night tours.

Additionally, the Hospital and the Association will continue to have ongoing discussions as necessary regarding security for all nurses through the Hospital-Association Committee.

DATED AT _____, ONTARIO THIS 25th DAY OF August, 2000.

FOR THE HOSPITAL

FOR THE UNION

Charles Sewler

Lorraine Harper
Labour Relations Officer

John Taylor

Kelly Ferris

W. D. Dyer

Angela D. J.

Louise Horvath

Linda Kennedy

Karen McElroy

LETTER OF UNDEF TANDING

Between

ST. MICHAEL'S HOSPITAL
(hereinafter referred to as "the Hospital")

And:

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

Re: Appendix 3 – Classification Charge Nurse

The parties agree that the current Charge Nurses at the Wellesley-Central site as listed below by unit will have their salary rates (as listed in Appendix 3) red circled until such time as the Central Hospital Registered Nurse rates (as per Appendix 3) surpass or exceed these rates. If any incumbent Charge Nurse transfers to a position in the Registered Nurse Classification through the **job** posting process the red circling will cease. The parties agree that this applies **to** this special circumstance only due to imminent program transfer(s) and that **no** nurse in this classification will be negatively impacted as a result of this letter of understanding.

UNIT	INCUMBENT CHARGE NURSE	APPLICABLE SALARY RATE
Operating Room	Cherryl Day	\$31.15
Operating Room	Frances Thomas-Kenwick	31.15
Operating Room	Candace Gibson	31.15
Operating Room	Lea Claveria	31.15
Fracture Clinic	Lynda Croft	31.15
Operating Room	Regina Ludwa	31.15

Dated at Toronto, Ontario, this 25th day of August, 2000.

FOR THE HOSPITAL

Charlene Skewler
[Signature]
[Signature]
[Signature]
Janise Howard

FOR THE UNION

Lorraine Hauger
Kelly Ferris
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

ST. MICHAEL'S HOSPITAL
(hereinafter referred to as "the Hospital")

And:

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

Re: Appendix 4 - EDUCATION ALLOWANCE (Full-time only)

The parties agree that effective the first day of the month following the date of ratification all current full-time employees at the Wellesley-Central site will be eligible to apply for the Education Allowance in accordance with the process described in Appendix 4 (Superior Conditions). The Hospital agrees to notify all current full-time nurses at the Wellesley-Central site of this entitlement, and the nurses will have a three (3) month window of time after receiving the notice from the Hospital to make an application in writing for the Education Allowance.

Dated at Toronto, Ontario, this 25th day of August, 2000.

FOR THE HOSPITAL

Charlene Shubin
[Signature]
[Signature]
[Signature]
Rose Howard

FOR THE UNION

Lorraine Harper
Kelly Ferris
Angela [Signature]
[Signature]
Karen [Signature]

LETTER OF UNDERSTANDING

Between:

ST. MICHAEL'S HOSPITAL
(hereinafter referred to as "the Hospital")

And:

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

Re: Unit Weekend Schedule

The parties agree to further discuss the implementation and trial period of a unit weekend schedule following a survey by the parties to determine the interest in participating in a unit weekend schedule. The survey will be completed by September 30th, 2000.

Dated at Toronto, Ontario, this 25th day of August, 2000.

FOR THE HOSPITAL

FOR THE UNION

Charlene Stollen
Victoria Gynn
Marie
Ann Howard

Lorraine Harper
Kelly Ferris
Angela J.
Sandra Kennedy
Laren Mitchell

LETTER OF UNDERSTANDING

Between:

ST. MICHAEL'S HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: 2D/2N Extended Tour Schedule

- I. When the Hospital and the Union agree, the 2D 2N extended tour schedule shall be instituted when eighty percent (80%) of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Clinical Leader/Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
2. When less than eighty percent (80%) 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.
3. The eighty percent (80%) figure above may be varied by mutual agreement between the parties.
4. The period of time to cast ballots will be by mutual agreement between the Hospital and the Union. The secret ballot will be conducted solely by the Union, and the Union will post the results and advise the Clinical Leader/Manager,
5. At any meeting with the Hospital to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
6. The 2D 2N schedule may be discontinued in any unit when:
 - i) sixty-six percent (66%) of the nurses in a unit so indicate by secret ballot; or
 - ii) the Hospital decided 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.
7. (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 and subsequent day until a day off is scheduled;
- (b) Employees shall receive every third (3rd) weekend off, which shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday.

An employee will receive premium pay as defined in Article 14 for all hours worked on a third (3rd) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:

- i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - ii) Such employee has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of shifts with other employees.
- (c) Where a nurse works extended tours on a paid holiday she shall be paid in accordance with Article 15 of the Central Agreement, and Article G of the Local provisions of the Collective Agreement.
8. All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year.

Dated at Toronto, Ontario, this 25th day of August, 2000.

FOR THE HOSPITAL

Charlene Shelden
Ylva Lape
NOONE
Bonnie Howard

FOR THE UNION

Lorraine Harper
Hellyn Harris
Angela J...
Sandra Leppedy
Karen McEwen

LETTER OF UNDERSTANDING

Between:

ST. MICHAEL'S HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Innovative Schedule

The parties agree to meet to discuss innovative scheduling concepts and processes for their application within ninety (90) days of ratification.

Dated at Toronto, Ontario, this 25th day of August, 2000.

FOR THE HOSPITAL

FOR THE UNION

Charlene Sheehan
Mike Fyfe
Marie
Ronnie Howardcraft

Lorraine Harper
Kelly Trivis
Angela Jh
Shirley Kennedy
Loren Mitchell

LETTER OF UNDERSTANDING

Between:

ST. MICHAEL'S HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: On call/standby

The parties agree that during the period from ratification until the closing of the clinical programs and services at the Wellesley Central site, the standby provisions of Article D.8 will be modified as listed below:

1. Registered Nurses working in the Operating Room or PACU to be scheduled no more than one (1) weekend in six (6) and to be scheduled for on call/standby no more than one (1) weekend in six (6).
2. A nurse who is called in to work and,
 - (i) works a minimum of four hours and,
 - (ii) works to 3:30 a.m. or beyond, and
 - (iii) is scheduled for the next day shift following, not to include the late shift,

the nurse will be paid three (3) hours at the nurses regular straight time hourly rate and will be permitted leave for her/his scheduled day shift.

In addition, should operational needs require the call back nurse to report at 12:00 hours, the hours worked from 12:00 noon to the end of that scheduled shift will be paid at the regular straight time hourly rate.

During the term of this letter of understanding, the parties agree to review every three (3) months the effectiveness of its application.

At the time the Wellesley Central site closes, the parties will monitor the utilization of on call/standby for a period of ninety (90) days, and the parties will meet to review the results.

Dated at Toronto, Ontario, this 25th day of August, 2000.

FOR THE HOSPITAL

Charles Skowles
John Turner
NO One
Rouse Howcroft

FOR THE UNION

Lorraine Harper
Jelly Ferris
Angela John
Stada Kennedy
Karen Mitchell