

Memorandum of settlement for the renewal of the local collective agreement expired as of March 31<sup>st</sup>, 2008.

The parties agree to amend the collective agreement as follows;

D.3 At least sixteen (16) hours will be scheduled off between a change in tour and at least forty-eight (48) hours will be scheduled following a period of night duty, **and failing this, full-time and part-time employees shall be remunerated at the rate of time and one-half for the number of hours the interval is short of sixteen (16) hours between a change of tours or forty-eight (48) hours following a period of night duty. This shall apply only to pre-scheduled shifts as per the posted rotation. For clarity, this shall not apply where an employee is offered and voluntarily accepts either an additional shift or additional hours in conjunction with the pre-scheduled shift.**

D.8 The Hospital will provide a nurse who transfers from one unit to another, at least **two (2) days** off before beginning work on the new unit.

J.7 a) In the event of reduction of service temporary closures the affected staff will be granted vacation and/or other accumulated time off with pay and may not be subject to the above.

b) **It is understood that during a reduction of service, nurses who have not utilized their entire vacation entitlement shall be encouraged to schedule their outstanding vacation during this time.**

#### **ARTICLE K – PAID HOLIDAYS**

K.1 The Employer agrees to recognize the following Paid Holidays:

New Year's Day	Civic Holiday
<b>Family Day</b>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day ( <b>July 1<sup>st</sup></b> )	Boxing Day

**\* It is understood that in cases where a date other than July 1<sup>st</sup> is observed as the Canada Day holiday under the Federal Holidays Act, the Parties have agreed to maintain July 1<sup>st</sup> as the statutory holiday, and it is on this date that the premium rate would apply.**

L.1 Scheduling regulations, **as defined in the Collective Agreement**, may be waived **by the Employer when preparing the posted schedule for the four (4) week period during Christmas and New Year's. Once the**

**schedule has been posted, any additional weekend shifts shall be subject to premium payment in accordance with D.2 and G.3. For greater clarity, this shall not apply to any changes to the schedule as a result of shift swaps.**

The time frame **covered by the four (4) week period referred to above** will be determined **by** the Hospital-Association Committee and **decided** by September 1 of each year. **In the absence of an agreement in this regard the Hospital shall decide its course of action subject to the Association's right to grieve.**

The Employer will endeavour to post the Christmas and New Year's schedule by November 1<sup>st</sup>, but no later than November 15<sup>th</sup>.

**Note: The Employer will endeavour to keep the scheduling regulation disruption to a minimum.**

- M.1 (d) When a nurse on standby assignment is required to return to the Hospital between **1900** and 0700 hours and
- (i) works a minimum of four hours; and
  - (ii) works to 03:30 hours or beyond, and
  - (iii) is scheduled for the next day shift

the nurse will be permitted leave with pay for that part of the next day shift to allow an eight (8) hour rest period between the end of the call in assignment and the commencement of work on the regularly scheduled shift.

- P.1 The parties agree that in the event a nurse is required to float from her unit to another unit for a period of one shift, or any hours of a shift greater than four (4) hours the following order will apply;

- (a) Volunteers
- (b) Agency Nurses
- (c) **Staff nurses, based on qualifications selected in reverse order of seniority on an equitable basis over a pay period from an integrated list of nurses who are working on that shift.**

**Q.1 Regular Part-Time nurses / Commitment**

- i) **are available for 52 weeks per year minus his/her vacation entitlement; and**
- ii) **works at least two (2) different shifts 8 hours (either D-E or D-N) per week and works extended tours D/N if required unless assigned to or posted to a permanent shift; and**

- iv) are available to work every second weekend or 2 weekends in 4; and
- v) are available to work either Christmas period or New Year's period; and
- vi) are available for 50% of paid holidays which includes Christmas and New Years; and
- vii) submits additional availability in writing including number of shifts prepared to work in a pay period

**(a) Regular Part-time Scheduling/ Commitment #1 will be as follows:**

**A Part-time #1 nurse is a nurse who:**

- i) is pre-scheduled a minimum of 4 X 7.5 hour shifts or 4 X 11.25 for a minimum of thirty hours per pay period; and
- ii) day shift shall be divided as equitably as possible.

**(b) Regular Part-time Scheduling/Commitment #2 will be as follows:**

**A Part-time #2 nurse is a nurse who:**

- i) is pre-scheduled a minimum of three (3) shifts per six (6) weeks rotation; and
- ii) in addition, are available to work either Christmas period or New Year's period; and
- iii) is available to be pre-scheduled a minimum of ninety (90) hours between June 15 and September 15, which includes the 3 shifts per 6 weeks rotation; and
- iv) submits additional availability in writing including number of shifts prepared to work in a pay period

**Note: It is agreed and understood that Part-time Scheduling/Commitment #2 positions will be posted in accordance with Article 10.07 of the Central Collective Agreement.**

**S.2 A nurse will endeavour to inform the Employer of her illness at least four (4) hours before the regular starting time if working the evening or night tour of duty and two (2) hours if working the day tour.**

**Notwithstanding the above, to be entitled to utilize the short term protection, a nurse must inform the Employer of her illness at least 2 hours before the regular starting time if working the evening or night tour of duty and one (1) hour if working the day tour, and upon her return to work she must report to the Employee's Health Service. The Employer reserves the right to require satisfactory proof of illness from the nurse's consulting doctor.**

**V.1 Except in circumstances where a nurse has failed to provide updated banking information to the Hospital, in the event of a banking institution malfunction which prevents direct pay deposit, the Hospital shall make every effort to work with the banking institution in order to resolve the issue within two (2) business days. After two business days, the Hospital will pay the nurse by cheque if direct deposit remains unavailable.**

**V.3 A nurse leaving the service of the Hospital shall be paid all money owing to her/him by the Hospital on the next pay **to be processed following written notification (i.e. notice of termination or letter of resignation ) to Payroll.****

Y.8 All job postings will be posted simultaneously at all sites and will remain posted as per the Central Collective Agreement.

**In addition, all job postings will be posted on the Infonet.**

**It is the intent of the Parties to give consideration in the next Collective Agreement to the sole posting of job vacancies by electronic means ( i.e. Infonet, Human Resources Information System, TOH web-site, etc. ).**

Y.10 **Change of Name/Address**

A nurse shall notify the Human Resources Department on the form provided for this purpose of change in name, address.

The Association will receive from Human Resources, within one month of the change, notice regarding change of name and address.