

SOURCE	ONA		
EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	190		
NOMBRE D'EMPLOYÉS	JP		

COLLECTIVE AGREEMENT

between

LAKE OF THE WOODS DISTRICT HOSPITAL  
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: MARCH 31, 1996

0 2 10 1996

05658(06)

ARTICLE 22 - DURATION

- 22.01 This Agreement shall continue in effect until March 31, 1996 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 parties 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:
- 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

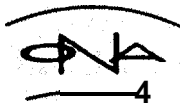
Dated at Onkenora, this 4 day of December, 1995

FOR THE EMPLOYER

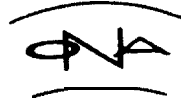
0232 i  
J. J. Jones  
J. Cottam

FOR THE ASSOCIATION

Evelyn Burke  
Judith Lambson  
Marilyn Jones  
K. J. EN



ONTARIO NURSES ASSOCIATION  
ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO



GRIEVANCE REPORT/RAPPORT DE GRIEF

ONA LOCAL SECTION LOCALE DE L'AJIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED DATE DE SOUMISSION	EMPLOYER L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1		
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2		
		3		

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT

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SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ

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SIGNATURE OF GRIEVOR:  
SIGNATURE DE LA PLAIGNANTE:

SIGNATURE OF ASSOCIATION REP.:  
SIGNATURE DE LA RÉP. DE L'AJIO:

STEP ONE PREMIÈRE ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE: DATE:
▶	DATE RECEIVED BY LOCAL: DATE DE RÉCEPTION PAR LA SECTION LOCALE:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE: DATE:
▶	DATE RECEIVED BY LOCAL: DATE DE RÉCEPTION PAR LA SECTION LOCALE:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE: DATE:
▶	DATE RECEIVED BY LOCAL: DATE DE RÉCEPTION PAR LA SECTION LOCALE:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

1. Ms. **Marilynn G. Booth**  
Program Manager  
Continuing Education - Nursing  
**Ryerson** Polytechnical Institute  
350 Victoria Street  
Toronto, ON **M5B 2K3**  
(w) 979-5035
2. Mrs. Patricia Lang  
Vice-President, Academic  
Georgian College  
One Georgian Drive  
**Barrie, ON L4M 3X9**  
(w) 705-728-1968 x1260
3. Ms. Louise **Lemieux-Charles**  
Asst. Prof. & Program Director  
**HMRU**, Dept. of Health Admin.  
Faculty of Medicine  
University of Toronto  
Room 201, **McMurrich Bldg**  
12 Queens Park Crescent West  
Toronto, ON **M4S 1A8**  
(w) 978-6963
4. Ms. Patricia **Mandy**  
Director of Nursing  
Henderson General Division  
Hamilton Civic Hospitals  
711 Concession Street  
Hamilton, ON **L8V 1C3**  
(w) 905-389-4411
5. Mrs. Maxine **Pastirik**  
Teacher/Program Developer  
Niagara College of Applied Arts  
& Technology  
54 Third Street  
**Welland, ON L3B 4W4**  
(w) 416-735-2211
6. Ms. Darlene Steven  
Associate Professor  
School of Nursing  
**Lakehead** University  
966 Oliver Road  
Thunder Bay, ON **P7B 5E1**  
(w) 807-343-8643
7. Ms. Judy **Tiivel**  
Clinical Nurse Specialist -  
Gerontology  
Department of Nursing  
The Toronto Hospital  
Western Division  
**399 Bathurst** Street  
Toronto, ON **M5T 2S8**
8. Ms. Donna **Tremblay**  
Dean, Health Sciences  
**Sault** College of Applied Arts  
& Technology  
433 Northern Avenue  
**Sault Ste. Marie, ON P6A 5L3**  
(w) 705-759-6774

APPENDIX 3LAKE OF THE WOODS DISTRICT HOSPITALPAY EQUITY ADJUSTED RATESAPRIL 1, 1993

<u>OCCUPATIONAL HEALTH AND SAFETY NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$19.94	\$3239.80
1 Year	20.95	3403.76
2 Years	21.77	3538.08
3 Years	22.91	3722.68
4 Years	24.03	3905.19
5 Years	25.16	4087.72
6 Years	26.55	4314.17
7 Years	27.93	4538.88
8 Years	29.40	4777.09
9 Years	30.87	5017.15
 <u>REGISTERED NURSE</u>		
Start	\$17.10	\$2778.75
1 Year	18.00	2925.00
2 Years	18.75	3046.88
3 Years	19.78	3214.25
4 Years	20.80	3380.00
5 Years	21.83	3547.38
6 Years	23.11	3755.38
7 Years	24.39	3963.38
8 Years	25.67	4171.38
9 Years	26.96	4381.00
 <u>GRADUATE NURSE</u>		
Start	\$16.58	\$2693.72
1 Year	17.43	2833.15
2 Years	18.15	2948.74
3 Years	19.13	3108.82
4 Years	20.10	3266.77
5 Years	21.09	3426.45
6 Years	22.29	3622.82
7 Years	23.52	3821.53
8 Years	24.75	4022.09
9 Years	26.00	4224.20

INSTRUCTOR - REGISTERED NURSING ASSISTANTS' TRAINING CENTER

Start	\$17.93	\$2912.96
1 Year	18.87	3067.15
2 Years	19.63	3190.08
3 Years	20.69	3362.11
4 Years	21.75	3534.46
5 Years	22.79	3704.17
6 Years	24.11	3917.61
7 Years	25.44	4133.81
8 Years	26.77	4350.75
9 Years	28.12	4569.38

1. The function of the Director of the Training Center shall be excluded from the bargaining unit.
2. Instructors shall be covered by all provisions of the Collective Agreement including vacation entitlement.
3. All monetary and monetary related provisions of the Collective Agreement shall accrue to the credit of such Instructors while they are gainfully engaged during the academic year. They will be required to pay full costs of those benefits which are normally share costed with the Hospital and not accrue of any of the monetary related benefits during the period of lay-off.

APPENDIX 3LAKE OF THE WOODS DISTRICT HOSPITALPAY EQUITY ADJUSTED RATESJANUARY 1, 1994

<u>OCCUPATIONAL HEALTH AND SAFETY NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$20.26	\$3292.85
1 Year	21.27	3456.71
2 Years	22.10	3590.92
3 Years	23.23	3775.38
4 Years	24.36	3957.76
5 Years	25.48	4140.15
6 Years	26.87	4366.44
7 Years	28.25	4590.98
8 Years	29.72	4829.20
9 Years	31.20	5069.26
 <u>REGISTERED NURSE</u>		
Start	\$17.38	\$2824.25
1 Year	18.28	2970.50
2 Years	19.03	3092.38
3 Years	20.06	3259.75
4 Years	21.08	3425.50
5 Years	22.11	3592.88
6 Years	23.39	3800.88
7 Years	24.67	4008.88
8 Years	25.95	4216.88
9 Years	27.24	4426.50
 <u>GRADUATE NURSE</u>		
Start	\$16.85	\$2737.83
1 Year	17.71	2877.23
2 Years	18.42	2992.77
3 Years	19.40	3152.83
4 Years	20.37	3310.74
5 Years	21.35	3470.40
6 Years	22.56	3666.71
7 Years	23.79	3865.40
8 Years	25.02	4065.96
9 Years	26.27	4268.08



INSTRUCTOR - REGISTERED NURSING ASSISTANTS' TRAINING CENTER

Start	\$18.22	\$2960.66
1 Year	19.17	3114.86
2 Years	19.92	3237.72
3 Years	20.98	3409.70
4 Years	22.04	3582.04
5 Years	23.09	3751.69
6 Years	24.40	3965.08
7 Years	25.73	4181.27
8 Years	27.07	4398.21
9 Years	28.41	4616.84

1. The function of the Director of the Training Center shall be excluded from the bargaining unit.
2. Instructors shall be covered by all provisions of the Collective Agreement including vacation entitlement.
3. All monetary and monetary related provisions of the Collective Agreement shall accrue to the credit of such Instructors while they are gainfully engaged during the academic year. They will be required to pay full costs of those benefits which are normally share costed with the Hospital and not accrue of any of the monetary related benefits during the period of lay-off.

APPENDIX 3LAKE OF THE WOODS DISTRICT HOSPITALPAY EQUITY ADJUSTED RATESJANUARY 1, 1995OCCUPATIONAL HEALTH  
AND SAFETY NURSEREGULAR STRAIGHT  
TIME HOURLY RATEMONTHLY RATE

Start	\$20.59	\$3345.90
1. Year	21.60	3509.66
2 Years	22.42	3643.75
3 Years	23.56	3828.08
4 Years	24.68	4010.33
5 Years	25.80	4192.58
6 Years	27.19	4418.71
7 Years	28.57	4643.09
8 Years	30.04	4881.30
9 Years	31.52	5121.36

REGISTERED NURSE

Start	\$17.66	\$2869.75
1 Year	18.56	3016.00
2 Years	19.31	3137.88
3 Years	20.34	3305.25
4 Years	21.36	3471.00
5 Years	22.39	3638.38
6 Years	23.67	3846.38
7 Years	24.95	4054.38
8 Years	26.23	4262.38
9 Years	27.52	4472.00

GRADUATE NURSE

Start	\$17.12	\$2781.94
1 Year	17.98	2921.30
2 Years	18.69	3036.81
3 Years	19.67	3196.83
4 Years	20.64	3354.72
5 Years	21.63	3514.35
6 Years	22.83	3710.61
7 Years	24.06	3909.27
8 Years	25.29	4109.83
9 Years	26.54	4311.95

INSTRUCTOR - REGISTERED NURSING ASSISTANTS' TRAINING CENTER

Start	\$18.51	\$3008.36
1 Year	19.46	3162.57
2 Years	20.22	3285.36
3 Years	21.28	3457.30
4 Years	22.34	3629.62
5 Years	23.38	3799.20
6 Years	24.69	4012.54
7 Years	26.02	4228.72
8 Years	27.36	4445.67
9 Years	28.70	4664.29

1. The function of the Director of the Training Center shall be excluded from the bargaining unit.
2. Instructors shall be covered by all provisions of the Collective Agreement including vacation entitlement.
3. All monetary and monetary related provisions of the Collective Agreement shall **accrue to** the credit of such Instructors while they are gainfully engaged during the academic year. They will be required to pay full costs of those benefits which are normally share costed with the Hospital and not accrue of any of the monetary related benefits during the period of lay-off.

APPENDIX 3LAKE OF THE WOODS DISTRICT HOSPITALPAY EQUITY ADJUSTED RATESJANUARY 1, 1996

<u>OCCUPATIONAL HEALTH AND SAFETY NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$20.92	\$3398.95
1 Year	21.92	3562.61
2 Years	22.75	3696.59
3 Years	23.88	3880.77
4 Years	25.00	4062.90
5 Years	26.12	4245.01
6 Years	27.51	4470.98
7 Years	28.89	4695.20
8 Years	30.36	4933.41
9 Years	31.84	5173.47
 <u>REGISTERED NURSE</u>		
Start	\$17.94	\$2915.25
1 Year	18.84	3061.50
2 Years	19.59	3183.38
3 Years	20.62	3350.75
4 Years	21.64	3516.50
5 Years	22.67	3683.88
6 Years	23.95	3891.88
7 Years	25.23	4099.88
8 Years	26.51	4307.88
9 Years	27.80	4517.50
 <u>GRADUATE NURSE</u>		
Start	\$17.39	\$2826.05
1 Year	18.25	2965.37
2 Years	18.96	3080.84
3 Years	19.94	3240.84
4 Years	20.92	3398.69
5 Years	21.90	3558.30
6 Years	23.10	3754.50
7 Years	24.33	3953.14
8 Years	25.56	4153.70
9 Years	26.81	4355.82

INSTRUCTOR - REGISTERED NURSING ASSISTANTS' TRAINING CENTER

Start	\$18.81	\$3056.05
1 Year	19.76	3210.28
2 Years	20.51	3333.00
3 Years	21.57	3504.89
4 Years	22.63	3677.20
5 Years	23.67	3846.71
6 Years	24.98	4060.01
7 Years	26.31	4276.18
8 Years	27.65	4493.12
9 Years	29.00	4711.75

1. The function of the Director of the Training Center shall be excluded from the bargaining unit.
2. Instructors shall be covered by all provisions of the Collective Agreement including vacation entitlement.
3. All monetary and monetary related provisions of the Collective Agreement shall accrue to the credit of such Instructors while they are gainfully engaged during the academic year. They will be required to pay full costs of those benefits which are normally share costed with the Hospital and not accrue of any of the monetary related benefits during the period of lay-off.'

APPENDIX 4

LAKE OF THE WOODS DISTRICT HOSPITAL

SUPERIOR CONDITIONS

1. Association Security

As per Article 5.05, the Hospital will also include in this list the nurse's classification, category and address.

2. Ambulance Escort (applicable to full-time nurses only).

Actual hours spent in return travel shall be paid at time and one-half.

3. Vacations (applies only to casual nurses employed as at October 23, 1981 and not to new casual nurses hired after this date).

Casual nurses shall be entitled to receive six percent (6%) vacation pay only.

4. Educational Allowance

Where the Hospital considers that additional educational preparation is required for a job, then such preparation shall be paid for according to the following scale:

Special courses and/or Nursing Unit Administration .....	\$ 15.00 per month
1 Year University Diploma . . . . .	\$ 40.00 per month
Bachelor of Science Degree (Nursing) . . . . *	\$ 80.00 per month
Master's Degree (Nursing) .....	\$120.00 per month

In the calculation of a nurse's basic rate of pay, the above additional allowance shall not be taken into consideration.

5. Sick Leave Payout (shall apply to full-time nurses only).

For nurses employed full-time as of November 1, 1981 and who retire and/or terminate employment after completing five (5) years of service, a termination pay allowance

L10

equal to one-half (1/2) of the number of accumulated sick leave days up to November 1, 1981, will be paid.

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APPENDIX 5

APPENDIX

ON

**LOCAL ISSUES**

BETWEEN:

LAKE OF THE WOODS DISTRICT HOSPITAL  
(hereinafter referred to as the "**Hospital**")

AND:

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

ARTICLE A - RECOGNITION

- A.1** By virtue of the certificate issued by the Ontario Labour Relations Board, dated April 30, 1974 and June 19, 1974 and the accompanying decisions with respect to the composition of the bargaining units, the Hospital **recognizes** the Association as the exclusive bargaining agent of all its registered and graduate nurses who are engaged in a nursing capacity, save and except Head Nurses and those above the rank of Head Nurse.

ARTICLE B - MANAGEMENT RIGHTS

- B.1** Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and **authority of** management are retained by the Hospital and remain exclusively and without limitation within the rights of management.
- B.2** Without limiting the generality of the foregoing, the Hospital's rights include:
- (a) Further the right to maintain order, discipline and efficiency and in connection herewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its nurses and the right to discipline



or dismiss nurses for just cause.

- (b) The direction of the working forces; the right to **plan**, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care; the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
- (c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend nurses and also to select nurses for positions not covered by this Agreement.
- (d) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public of the community served.

B.3 The Hospital agrees that in exercising its rights as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

#### ARTICLE C - COMMITTEES AND REPRESENTATIVES

##### C.1 Nurse Representatives

The Hospital acknowledges the right of the Association to appoint or otherwise select up to seven (7) Nurse Representatives.

##### C.2 Grievance Committee

The Association shall appoint and the Hospital shall **recognize** a Grievance Committee of three (3) nurses.

##### C.3 Negotiating Committee

The Hospital shall **recognize** a Negotiating Committee of not more than four (4) Association members, at least one (1) of whom shall be a full-time nurse and at least one (1) of whom shall be a part-time nurse.

C.4 Hospital-Association Committee

The Committee shall be composed of three (3) nurses to act on behalf of the Local Association and three (3) representatives of the Hospital.

C.5 Nurse Representatives, Committee members and Association officers will be responsible for supplying their Supervisors with information as to time off, with one (1) day notification, if possible, as required by the terms of this Agreement.

C.6 If a Nurse Representative is transferred from one area to another, such nurse shall continue to be **recognized** by the Hospital as a Representative of the area from which she is transferred up to one (1) month for all matters, except if transferred to a managerial position.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

D.1 Upon written request, leaves of absence without pay for Association business will be granted and pursuant to the following conditions:

- (a) that the nurse must give at least fourteen (14) days clear notice in writing to the Hospital, except in extenuating circumstances;
- (b) that not more than five (5) nurses at any one time be allowed such leave, provided that this will involve not more than two (2) nurses from the same duty area of the Hospital;
- (c) that the total number of days in one (1) calendar year for such leave for all nurses does not exceed sixty (60) days.

ARTICLE E - INTERVIEW OF NEW EMPLOYEES

E.1 A designated member of the Association will be notified and the Association will be given an opportunity to interview new employees during their orientation period. The scheduled time for the interview will be mutually agreed upon by the Association and the Hospital.

ARTICLE F - POSTING OF SENIORITY LISTS

- F.1 The Hospital will post and furnish the Association with a copy of the seniority lists during the first week in March and October.

ARTICLE G - GENERAL CONDITIONS

- G.1 Where any provision of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated, but is to be deemed to be amended so as to make the provisions of this Agreement to conform to the law.,
- G.2 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Executive Director of the Hospital or his/her designate and the President of the Local Association or his/her designate unless otherwise specified herein or otherwise specifically requested.
- G.3 The Hospital will provide the Association with bulletin board space for the posting of notices pertaining to items of interest to the bargaining unit members. Such notices shall be signed by a member of the local Executive and the Executive Director or designate, prior to posting.
- G.4 Wherever the word "**Supervisor**" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.
- G.5 The retirement date for all nurses shall be as specified by the Hospitals of Ontario Pension Plan.
- G.6 Pay day shall be every second Friday unless that day is a paid holiday in which case pay day will become the day prior. Pay shall be deposited by direct deposit to the bank or credit union of the nurse's choice. Pay stubs shall be issued to nurses on pay day. The nurse shall keep the Hospital advised of the bank account number for direct deposit.
- G.7 Where used in the Agreement, "**Executive Director**" shall mean the Executive Director of the Hospital or his designate.
- G.8 The term "**days**", "**weeks**", "**months**" and "**years**" shall be interpreted to be in accordance with the calendar

designation.

- G.9** The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- G.10** When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of **the local** Executive to discuss the circumstances surrounding the employee's return to suitable work.
- G.11** 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.
- G.12** The nurse agrees to provide the Hospital with a copy of the Workers' Compensation Board Form 6 upon the Hospital's request.

ARTICLE H - TERMINATION OF EMPLOYMENT

- H.1** A nurse will be required to submit a written resignation at least two (2) weeks in advance of her terminal date except in cases of emergency or where such notice is not reasonably possible.

ARTICLE I - SICK LEAVE PROVISIONS (shall apply to full-time nurses only)

- I.1** Nurses absent on account of sickness must and as soon as possible, notify the Hospital and in particular at least six (6) hours, if possible, before the commencement of their working hours, in order to permit the Hospital to obtain a replacement.

ARTICLE J - OVERTIME

- J.1** A nurse will receive premium pay as provided in Article 14.03 for all hours worked on a third and subsequent weekend, save and except where:
- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse:

or

- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.

This provision may be waived for part-time nurses between December **15th** and January **10th** inclusive if the Hospital can show that a schedule cannot be developed without exercising the waiver.

- J.2 Overtime as provided in Article **14.09** of the Full-Time Collective Agreement, where a nurse chooses equivalent time off, such time will be taken within one hundred and twenty (**120**) days from date earned.

#### ARTICLE K - SCHEDULING

- K.1 Regularly scheduled days off shall be consecutive for full-time nurses and such nurses shall receive one (**1**) weekend off in three (**3**) weeks.
- K.2 The schedule, under normal circumstances, shall provide for a maximum of eight (**8**) consecutive days of work prior to days off.
- K.3 Work schedules for regular full-time and regular **part-time** nurses shall be posted four (**4**) weeks in advance of going into effect and shall cover a minimum of four (**4**) week period.
- K.4 Nurses within the same classification may, subject to the Hospital's approval, trade days off on their own providing that such a request is submitted in writing to the Hospital in advance of the change and mutually signed by the nurses involved in the change. Such mutual exchange of a tour of duty shall not result in overtime compensation to either of the nurses.
- K.5 Where practical, not less than sixteen (**16**) hours time off shall be scheduled when tours of duty are changed.
- K.6 Requests by nurses for changes in the posted time schedules shall be submitted four (**4**) weeks in advance of the requested change; failing this, it will be the responsibility of the nurse requesting the change to exchange shifts with another nurse. This exchange between nurses shall be subject to the approval of the

Director of Nursing.

- K.7 Where practical, a nurse who requests permanent afternoon or night tour shall be granted such request.
- K.8 The parties agree that the first tour in any day shall be the tour during which the majority of hours worked falls between **2400** and **0730** hours.
- K.9 Each nurse shall advise her Head Nurse in writing by November **1st** as to her preference for her days off at either Christmas or New **Year's**. If there is a dispute, the nurse who received Christmas off last year will receive New Year's off this year and/or the nurse who received New Year's off last year will receive Christmas off this year. If both nurses received the same time off last year, then seniority shall prevail. For purposes of this Article, seniority **shall mean the** combined seniority of the full-time and part-time nurses. The Hospital will endeavour to schedule at least five (**5**) consecutive days off, at either Christmas or New Year's except in areas where nurses work Monday to Friday. Time off at Christmas will include Christmas Eve, Christmas Day and Boxing Day unless a nurse requests otherwise. Time off at New Year's will include New Year's Eve and New Year's Day unless a nurse requests otherwise. Time off shall include the day, evening and night shifts. The Hospital will post the off duty time schedule referred to above on each unit by November **15th**, if possible.
- K.10 Where a full-time nurse rotates on at least two (**2**) of the three (**3**) tours of duty, the Hospital will endeavour to schedule at least fifty percent (**50%**) of her tours, in accordance with the unit's schedule, on the day tour.
- K.11 . Any call-in or extra shifts will be offered to available part-time nurses according to seniority, subject to **P.6**, provided the nurse is qualified to do the work available. If no part-time nurse is available, then the shift may be offered to a full-time nurse.

A part-time nurse is considered to be available if she is not already scheduled to work that day and has indicated to the Hospital in writing that she wishes to be considered for such additional shifts.

It is further agreed that the Hospital will not be obligated to first offer a shift to a more senior nurse if that offer would result in payment of a premium.

- K.12** Regular part-time nurses are expected to be available to be scheduled for work:
- (a) every second weekend;
  - (b) on five (5) **recognized** holidays during the year (includes either Christmas or New Year's);
  - (c) for fifty percent (50%) of summer scheduling period (June, July, August);
  - (d) for ten (10) months of the year;
  - (e) during the March school break week on an alternating basis from year to year.

ARTICLE L - PAID HOLIDAYS

- L.1** For the purposes of this Agreement, the following shall be **recognized** as paid holidays each year:

New Year's Day (January <b>1st</b> )	Civic Holiday
<b>2nd</b> Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
<b>2nd</b> Monday in June	Christmas Day (December
Canada Day (July <b>1st</b> )	<b>25th</b> )
Boxing Day (December <b>26th</b> )	

- L.2** If a holiday listed above is proclaimed on a day other than the traditional calendar day, the proclaimed day will be **recognized** as the holiday.
- L.3** Lieu days **as provided** in Article 15.04 and 15.05 shall be taken within ninety (90) days of the day on which the actual paid holiday falls.

ARTICLE M - VACATIONS

- M.1** Requests for vacation time off for June, July and August shall be submitted by April **15th** and the vacation schedule shall be posted by May **15th**. Requests for vacations at any other time of the year shall be made at least four (4) weeks prior to the requested vacation period. The Hospital will endeavour to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Hospital, where a dispute arises as between nurses of the same

classification requesting the same vacation time and such request cannot be accommodated by the Hospital, then seniority shall apply.

- M.2** The vacation year shall extend from January 1st to December 31st.
- M.3** A full-time nurse shall be entitled to receive her vacation pay prior to going on vacation provided that such request is made in writing to the Hospital at least two (2) weeks in advance of the vacation.
- M.4** A regular part-time nurse will be entitled to vacation time on a pro-rata basis of the full-time nurse.
- M.5** A part-time nurse who is entitled to three (3) weeks vacation shall not be scheduled to work for three (3) calendar weeks and similarly, for four (4) weeks vacation, she shall not be scheduled to work for four (4) calendar weeks and similarly, for five (5) weeks vacation, she shall not be scheduled to work for five (5) calendar weeks. Such vacation time shall consist of any seven (7) consecutive day period(s). In every case, the provisions of Article M.1 will apply.
- M.6** A nurse will be permitted to hold over from one (1) year, one (1) week of unused vacation entitlement to be taken within the first three (3) months of the New Year.

#### ARTICLE N - PREPAID LEAVE

- N.1** Two (2) full-time and two (2) part-time nurses may be absent at any one time as provided in Article 11.11 (c) but no more than one (1) full-time nurse and one (1) part-time nurse from the same duty area of the Hospital.

#### ARTICLE O - EXTENDED TOURS

- O.1** (a) Introduction

Extended tours shall be introduced into any unit when:

- (i) seventy percent (70%) of the nurses in the unit so indicate by secret ballot: and
- (ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld



in an unreasonable or arbitrary manner.

- (iii) there is sufficient and suitable staffing complement (the complement shall be neither unreasonable nor arbitrary) available to enable the extended tour program and the resultant work schedules to function.

**(b) Trial Period**

The parties agree that a trial period for introduction of extended tours on a unit will be no more than twenty-four (24) weeks. During or before the end of the trial period, the schedule and the system will be evaluated separately by both the nurses and Nursing Administration. Extended tours will be continued when seventy percent (70%) of the nurses affected indicate agreement by secret ballot cast at the end of the trial period and upon agreement by the Hospital and such agreement shall not be withheld in an arbitrary or unreasonable manner.

**0.2 Participation**

All full-time and part-time nurses working in a unit with extended tours will, as a condition of employment, be required to work extended tours on a rotating basis in accordance with the unit's posted schedule.

**0.3 Scheduling**

- (a) Nurses on extended tours will not be scheduled to work more than four (4) consecutive days and shall receive every second weekend off. Premiums for time worked on a fifth and subsequent extended tour, or the second and subsequent weekend, shall be paid as provided in Article 14.03, 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.

- (b) Where practical, not less than twenty-four (24)

hours time off shall be scheduled when tours of duty are changed.

- (c) Articles K.3, K.4, K.6, K.7, K.8, K.9, K.10 and K.11 will also apply to nurses working extended tours.

0.4 Shift Alterations

To deal with unusual circumstances which result in a disruption of normal scheduling such as the Christmas/New Year's period, the Hospital shall have the right to convert to 7.5 hour days for a maximum four (4) week period.

0.5 Discontinuation

Extended tours may be discontinued in any unit when:

- (a) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
- (b) the Hospital because of
- (i) adverse effects on patient care,
  - (ii) inability to provide a workable staffing schedule,
  - (iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue extended tours in the schedule.

0.6 When notice of discontinuation is given by either party in accordance with paragraph 0.5 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 extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

ARTICLE P - JOB-SHARING

The parties mutually agree to implement job-sharing. It is agreed that a full-time job will be shared by two (2) nurses on the following basis:

- P.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the appropriate number and location of each shared position.
- P.2 Total hours worked by the job-sharers shall equal one (1) full-time position. The schedule of this position will be mutually agreed between the Hospital and the two (2) nurses.
- P.3 The above schedule shall conform with the full-time scheduling provisions of the Collective Agreement.
- P.4 Each job-sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- P.5 Job-sharers shall only be required to work the proportionate number of paid holidays that a full-time nurse would be required to work.
- P.6 It is expected that both job-sharers will be prepared to cover each other's incidental absences including vacations; however, if one job-sharer is unable to cover the absence, the Hospital will provide the necessary coverage.

In the event that one (1) member of the job-sharing arrangement goes on extended absence, the other job-sharer should be prepared to cover the absent partner's shifts. However, for an absence in excess of one (1) month or where the covering nurse experiences circumstances which prevent her covering the extended absence, the coverage will be provided by the Hospital. This will not prevent the Hospital asking the covering nurse to work some of the available shifts.

- P.7 All other provisions covering job-sharing are contained in the Central Agreement.

P.8 Implementation

Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing

positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

P.9 An incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

P.10 If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position and the remaining job-sharer will be required to work the full-time position.

P.11 Discontinuation

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

DATED at Kenora, Ontario, this 4<sup>th</sup> day of December, 1995.

FOR THE HOSPITAL

FOR THE ASSOCIATION

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

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

## NOTIFICATION OF IMPROPER WORK ASSIGNMENT AVIS D'ATTRIBUTION INCORRECTE DE TRAVAIL

DATE, TIME OF OCCURRENCE \_\_\_\_\_ DATE TO EMPLOYER \_\_\_\_\_  
DATE/HEURE DE L'INCIDENT \_\_\_\_\_ DATE DE NOTIFICATION À L'EMPLOYEUR \_\_\_\_\_

AGENCY \_\_\_\_\_ WARD \_\_\_\_\_ SHIFT \_\_\_\_\_  
ORGANISME \_\_\_\_\_ SERVICE \_\_\_\_\_ ÉQUIPE \_\_\_\_\_

TYPE OF CARE \_\_\_\_\_ BED CAPACITY \_\_\_\_\_ PATIENTS (#) \_\_\_\_\_  
TYPE DE SOINS \_\_\_\_\_ Nbre de LITS \_\_\_\_\_ Nbre de PATIENTS (#) \_\_\_\_\_

STAFFING \_\_\_\_\_ USUAL STAFFING' \_\_\_\_\_  
EFFECTIF PRÉSENT \_\_\_\_\_ EFFECTIF NORMAL \_\_\_\_\_

I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

Nous, soussignés, croyons que l'on nous a attribué une tâche qui ne permettait pas de fournir les soins voulus aux patients pour les raisons indiquées. (Joindre une brève description de la tâche et du problème.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To correct this problem, I/we recommend: \_\_\_\_\_ Pour corriger la situation, nous recommandons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED: \_\_\_\_\_ NOM/TITRE DU SUPERVISEUR IMMÉDIAT QUI A ÉTÉ AVISÉ: \_\_\_\_\_

DATE/TIME OF NOTIFICATION \_\_\_\_\_  
DATE/HEURE À LAQUELLE IL A ÉTÉ AVISÉ \_\_\_\_\_

RESPONSE/ACTION \_\_\_\_\_  
RÉACTION/INTERVENTION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Complainant(s): \_\_\_\_\_ Signature des plaignant(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses' concerns, the association may consider these issues under the professional responsibility clause.

Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Nous demandons par conséquent au président de la section locale ou au comité exécutif de porter la question devant le CAO. Si ces démarches n'aboutissent pas, l'association pourrait considérer ces questions sous le régime des dispositions liées à la responsabilité professionnelle.

