

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")

RECEIVED  
JUN 27 2001

EXPIRY: MARCH 31, 2001

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## APPENDIX 3

## LAKE OF THE WOODS DISTRICT HOSPITAL

INSTRUCTOR - REGISTERED NURSING ASSISTANTS' TRAINING CENTRE - Lake of the Woods						
	Apri 1 1, 1998	April 1, 1999	April 1, 2000			
		INSTR		INSTR		INSTR
Start		19.58		19.97	Deleted	
Monthly		3181.75		3245.13		
1 Year		20.56		20.98		21.50
Monthly		3341.00		3409.25		3493.75
2 Years		21.34		21.77		22.31
Monthly		3467.75		3537.63		3625.38
3 Years		22.44		22.89		23.46
Monthly		3646.50		3719.63		3812.25
4 Years		23.54		24.01		24.62
Monthly		3825.25		3901.63		4000.75
5 Years		24.62		25.11		25.75
Monthly		4000.75		4080.38		4184.38
6 Years		25.99		26.51		27.17
Monthly		4223.38		4307.88		4415.13
7 Years		27.37		27.92		28.62
Monthly		4447.63		4537.00		4650.75
8 Years		28.76		29.34		30.08
Monthly		4673.50		4767.75		4888.00
9 Years		30.17		30.78		31.54
Monthly		4902.63		5001.75		5125.25

GRADUATE NURSE - Lake of the Woods						
	Apri 1 1, 1998	April 1, 1999	April 1, 2000			
		GN		GN		GN
Start		18.10		18.46	Deleted	
Monthly		2941.25		2999.75		
1 Year		18.99		19.38		19.86
Monthly		3085.88		3149.25		3227.25
2 Years		19.73		20.12		20.63
Monthly		3206.13		3269.50		3352.38
3 Years		20.75		21.16		21.69

Monthly	3371.88	3438.50	3524.63	
4 Years	21.77	22.20	22.76	3 Years
Monthly	3537.63	3607.5	3698.50	
5 Years	22.78	23.24	23.83	4 Years
Monthly	3701.75	3776.50	3872.38	
6 Years	24.03	24.51	25.12	5 Years
Monthly	3904.88	3982.88	4082.00	
7 Years	25.31	25.82	26.47	6 Years
Monthly	4112.88	4195.75	4301.38	
8 Years	26.59	27.12	27.81	7 Years
Monthly	4320.88	4407.00	4519.13	
9 Years	27.90	28.46	29.16	8 Years
Monthly	4533.75	4624.75	4738.50	

CO-ORDINATOR CSR\RISK MANAGEMENT - Lake of the Woods					
	April 1, 1998	April 1, 1999	April 1, 2000		
	CC-RM	CC-RM	CC-RM		
Start	28.30	28.86	Deleted		
Monthly	4598.75	4689.75			
1 Year	28.40	28.98	29.70	Start	
Monthly	4615.00	4709.25	4826.25		
2 Years	28.52	29.09	29.82	1 Year	
Monthly	4634.50	4727.13	4845.75		
3 Years	28.62	29.19	29.93	2 Years	
Monthly	4650.75	4743.38	4863.63		
4 Years	28.73	29.31	30.05	3 Years	
Monthly	4668.63	4762.88	4883.13		
5 Years	28.83	29.41	30.15	4 Years	
Monthly	4684.88	4779.13	4899.38		
6 Years	28.96	29.54	30.27	5 Years	
Monthly	4706.00	4800.25	4918.88		
7 Years	29.05	29.64	30.38	6 Years	
Monthly	4720.63	4816.50	4936.75		
8 Years	29.17	29.75	30.50	7 Years	
Monthly	4740.13	4834.38	4956.25		
9 Years	29.28	29.86	30.60	8 Years	
Monthly	4758.00	4852.25	4972.50		

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
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1 Year University Diploma	\$ 40.00 per month
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Bachelor of Science Degree (Nursing)	\$ 80.00 per month
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Master's Degree (Nursing)	\$120.00 per month
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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 equal to one-half (1/2) of the number of accumulated sick leave days up to November 1, 1981, will be paid.

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 Professional Development Committee

There shall be a Professional Development Committee composed of two (2)

representatives from the Association, one (1) of whom is full-time and one (1) of whom is part-time and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.

- C.6 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.7 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 or he 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 her or his designate and the President of the Local Association or her or his 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.

## ARTICLE H - MODIFIED WORK

- H.1 (a) The Hospital will notify the President of the Local Nurses' Association in writing of the names of all nurses who go off work due to work related injury or when a nurse goes on L.T.D. and returns from L.T.D.
- (b) The Hospital will provide to the Association, a monthly list of all nurses on modified work programs at the beginning of each month.



- H.2 (a) When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability and a modification of duties is required that is expected to exceed two (2) weeks, 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 nurse's return to suitable work.
- (b) When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability and a modification of duties is required that is not expected to exceed two (2) weeks, a meeting will be held with the nurse and a representative of the Local Bargaining Unit to discuss the circumstances surrounding the nurse's return to suitable work.
- H.3 The Hospital agrees to provide the nurse with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
- H.4 The nurse agrees to provide the Hospital with a copy of the Workers' Compensation Board Form 6 upon the Hospital's request.

#### ARTICLE I - TERMINATION OF EMPLOYMENT

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

#### ARTICLE J - SICK LEAVE PROVISIONS

- J.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 K - OVERTIME

- K.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 15<sup>th</sup> and January 10<sup>th</sup> inclusive if the Hospital can show that a schedule cannot be developed without exercising the waiver.

- K.2 Overtime as provided in Article 14.09 where a full-time nurse or a part-time nurse filling a temporary full-time vacancy exceeding sixty (60) days, chooses equivalent time off, such time will be taken within one hundred and twenty (120) days from date earned.

## ARTICLE L - SCHEDULING

- L.1 Nurses on regular tours will not be scheduled to work more than seven (7) consecutive days and shall receive one (1) weekend off in three (3) weeks. Premiums for time worked on an eighth and subsequent tour shall be paid as provided in Article 14.03.
- L.2 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.
- L.3 Nurses within the same classification may, subject to the Hospital's approval, trade days off or exchange shifts according to the following guidelines:
  - (a) Requests for a change to the posted time schedule must be submitted in writing to the Unit Manager, her designate or Supervisor and co-signed by the nurse willing to exchange the day off or shift at least twenty-four (24) hours prior to the shift(s) in question.
  - (b) Requests for changes with less than the above notice will be considered in extenuating circumstances only, provided that there has been a verbal and written request with the Unit Manager or designate prior to the shift(s) in question.
  - (c) An exchange of a shift is limited in that the Hospital reserves the right to limit subsequent exchanges.
  - (d) An exchange of shifts will be restricted to complete shift (i.e. no partial shift exchanges will be approved).
  - (e) It is understood that any request initiated by the nurse and approved by the Hospital shall not result in premium payment.

- L.4 Where practical, not less than sixteen (16) hours time off shall be scheduled when tours of duty are changed.
- L.5 Requests for specific days off must be submitted, in writing, at least two (2) weeks in advance of the time requested.
- L.6 Where practical, a nurse who requests permanent afternoon or night tour shall be granted such request.
- L.7 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.
- L.8 For the purposes of Article **14.10** (shift premium), the evening shift is defined as the hours of work between **1530** and **2330** hours.
- L.9 For the purposes of Article **14.10** (shift premium), the night shift is defined as the hours of work between **2330** and **0730** hours.
- L.10 For the purposes of Article **14.15**, the weekend premium is payable for all hours worked between Friday **2330** hours to Sunday **2330** hours.
- L.11 A weekend off, for nurses working seven and one-half (7 ½) hour tours, is defined as at least fifty-six (**56**) consecutive hours off work from the completion of the Friday tour until the beginning of the Monday tour.

L.12 Hours of Work

The normal tour hours are as follows:

- (a) For seven and one-half (7 ½) hour tours:

0730 – 1530;  
1530 – 2330; or  
2330 – 0730.

- (b) For extended tours (11.25 tours):

0730 – 1930; or  
1930 – 0730.

The Hospital will discuss with the Association any proposed changes to the above-mentioned normal tour hours.

L.13 Scheduling of Meal Periods and Relief Periods

Subject to Articles **13.01** and **13.02**, meal and rest periods will be scheduled

as follows:

Regular tours:

- D fifteen minutes (15) paid – thirty minutes (30) unpaid – fifteen (15) minutes paid.
- E thirty minutes (30) unpaid – fifteen minutes (15) paid – fifteen (15) minutes paid.
- N fifteen minutes (15) paid – thirty minutes (30) unpaid – fifteen (15) minutes paid.

Extended tours:

- D/N fifteen minutes (15) minutes – thirty minutes (30) unpaid – fifteen minutes (15) paid – thirty minutes (30) (consisting of fifteen (15) minutes unpaid and fifteen (15) minutes paid).

**L.14**      Four (4) Hour Tours

- (a) Where a part-time nurse is scheduled to work a four (4) hour tour, Article L in its entirety applies except as amended by the following:
  - (i) The Hospital will endeavour to keep the number of four (4) hour tours to a minimum.
  - (ii) A paid rest period of fifteen (15) minutes will be granted during each four (4) hour tour.
  - (iii) No part-time nurse will be scheduled solely on four (4) hour tours in any six (6) week schedule, except where such arrangements are requested by the nurse.
  - (iv) Nurses working four (4) hour tours shall not be scheduled to work more than seven (7) consecutive tours. Premium pay as per Article 14.03 will be paid for the eighth consecutive and subsequent tour until a day off is scheduled.

**L.15**      For the purposes of clarity on units where nurses are scheduled both 7.5 hour and extended tours, the following will apply:

- (a) If the majority of the nurse's regularly scheduled tours are 7.5 hour tours, then the nurse is governed by the scheduling regulations as they apply to nurses working 7.5 hour tours.
- (b) If the majority of a nurse's regularly scheduled tours are extended tours, then the nurse is governed by the scheduling regulations as

they apply to nurses working extended tours.

**L.16**      Commitment of Regular Part-Time Nurses

A regular part-time nurse agrees to work a predetermined schedule and her or his commitment will include:

- (a)    (i)    Nurses working 7.5 hour tours must be available for a pre-scheduling of twelve (12) tours in six (6) weeks;
- (ii)    Nurses working extended tours must be available for a pre-scheduling of eight (8) tours in six (6) weeks.
- (b)    Being available to be scheduled to work two (2) weekends in four (4). For clarity, nurses currently working on staff as of the date of ratification, must indicate in writing their willingness to be scheduled extra weekends over and above their current fixed rotation before extra weekends are scheduled.
- (c)    Being available to work twelve (12) months of the year when not on vacation or approved leave.
- (d)    Being available to be scheduled for five (5) paid holidays during the year, including Christmas and New Year's.
- (e)    Being available to be scheduled for tours during March school break on an alternating basis from year to year.

**L.17**      Distribution of Part-Time Available Tours (Applicable to the first schedule of 2001)

The Hospital will endeavour to schedule a regular part-time nurse up to his/her commitment in each six (6) week schedule.

(a)    Prior to the Posting of the Schedule

- (i)    If a regular part-time nurse is scheduled for less than his/her commitment, then additional tours will be first offered to them by seniority, in order for them to meet their commitment.
- (ii)    When all regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to regular and casual part-time nurses on the basis of seniority subject to the following:

- (1)    Nurses who wish to be scheduled for additional tours

must indicate their availability in the manner prescribed by the Hospital. For clarity, job-sharers may only indicate their availability for any tours which their partner is not currently scheduled on their full-time rotation.

- (2) It is understood that the Hospital will not be required to offer tours which would result in premium pay.
- (3) When a regular part-time or casual part-time nurse accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made.
- (4) Nurses who submit their availability to work additional tours will be considered, by seniority, for any available tours in the units where they are qualified.
- (5) Nurses who have not submitted their availability to work additional tours beyond their commitment, need not be scheduled in order of seniority for available tours.

**(b) After Posting of the Schedule**

- (i) If a regular part-time nurse is scheduled for less than her or his commitment, then additional tours will be first offered to them by seniority in order for them to meet their commitment.
- (ii) When all regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to regular and casual part-time nurses on the basis of seniority, subject to the following:
  - (1) It is understood that the Hospital will not be required to offer tours which would result in premium pay.
  - (2) When a regular part-time or a casual part-time nurse accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made.
  - (3) If no part-time nurse is available at straight or premium pay, then the tour may be offered to a full-time nurse by order of seniority.
  - (4) For clarity, it is understood that job-sharers may only

make themselves available for additional tours when neither job-share partner is scheduled on their full-time rotation or when **staffing** needs continue to exist after the conditions of Article L.17 (a) (ii) and L.17 (b) (ii) have been satisfied.

- L.18 A request list for scheduled time off at Christmas/New Year's will be posted on each unit by October 1<sup>st</sup>. Nurses must indicate their preference for days off at either Christmas or New Year's by October 15<sup>th</sup>. The Hospital will post the schedule referred to above on each unit by November 15<sup>th</sup>. The Hospital will endeavour to accommodate such requests, but where there is a conflict, 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 the purposes of this Article, seniority shall mean combined seniority of 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, New Year's Day and January 2<sup>nd</sup> unless the nurse requests otherwise. Time off shall include the day, evening and night shifts.

- L.19 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 or his tours, in accordance with the unit's schedule, on the day tour.

- L.20 Any call-in or extra shifts will be offered to available part-time nurses according to seniority, subject to R.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 or he is not already scheduled to work that day and has indicated to the Hospital in writing that she or he 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.

- L.21 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 M - PAID HOLIDAYS

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

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

M.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.

M.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.

M.4 For the above holidays, the twenty-four (24) hour period of the holiday will be from 2330 hours the evening before the holiday until 2300 hours the evening of the holiday.

### ARTICLE N -VACATIONS

N.1 Requests for vacation time off for June, July and August shall be submitted by March 15th and the vacation schedule shall be posted by May 15th.

Vacation quotas shall not be unreasonably restrictive. However, the Hospital will endeavour to accommodate the wishes of nurses with respect to the choice of vacation dates, subject to the needs of the Hospital. Each nurse within the bargaining unit shall be allowed at least two (2) consecutive weeks vacation during the period from June 1<sup>st</sup> to Labour Day, if desired, if the



request is submitted by March 15<sup>th</sup>.

Once a nurse has indicated a preferred vacation period, she or he may not exercise seniority rights to change this stated period.

Subject to Article 16.05, if a vacation request has been granted and coverage has been arranged, a nurse may not cancel her or his vacation.

Requests for vacation at other times of the year will be made, in writing, at least two (2) weeks prior to the requested vacation period. The Hospital will endeavour to cover this vacation absence as soon as possible, having regard for the efficient operation of the Hospital. The nurse must make it known in writing if a request requires an immediate response due to special circumstances (i.e. travel arrangements) and the time period in which the response is required. The Hospital will respond in writing to these special circumstances within the time period specified.

- N.2 The vacation year shall extend from January 1<sup>st</sup> to December 31<sup>st</sup>.
- N.3 A full-time nurse shall be entitled to receive her or his 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.
- N.4 A regular part-time nurse will be entitled to vacation time on a pro-rata basis of the full-time nurse.
- N.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 or he shall not be scheduled to work for four (4) calendar weeks and similarly, for five (5) weeks vacation, she or he 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.
- N.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 0 - PRE-PAID LEAVE

- O.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 P - EXTENDED TOURS

P.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.

P.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.

P.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 or two (2) weekends off in four (4), if the nurses on the unit and the Hospital agree to this scheduling. Premiums for time worked on a fifth and subsequent extended tour or the second and subsequent weekend or the third and subsequent weekend for a nurse on a unit where the nurses have agreed to a schedule of two (2) weekends off in four (4), 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 L.2, L.3, L.5, L.6, L.7, L.8, L.9, L.10, L.12, L.13, L.15, L.16, L.17, L.18, L.19 and L.20 will also apply to nurses working extended tours.
- (d) Definition of a Weekend Off

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

**P.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. Nurses on a unit may also request such. Such a request will not be unreasonably denied if the nurses submit a mutually agreeable schedule which does not violate any Collective Agreement provisions.

**P.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.

- P.6 When notice of discontinuation is given by either party in accordance with paragraph O.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 Q - VIOLENCE IN THE WORKPLACE

- Q.1 The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report this to the immediate Supervisor who will make every reasonable effort to rectify the abusive situation.
- Q.2 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Hospital will follow to address the legitimate health and safety concerns of nurses presented in that forum.
- The parties further agree that suitable subjects for discussion at the Hospital-Association Committee will include aggressive client incidents.
- Q.3 The Hospital, with the nurse's consent, will inform the Association within twenty-one (21) days of any nurse who has been assaulted while performing her or his work. Such information shall be provided in writing to the Association as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.
- Q.4 The Hospital will pay for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her or his work. Such payment will not result in double payment under existing benefit plans. The nurse will endeavour to present her or his claim to the Hospital within seven (7) days after the event.

ARTICLE R - 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:

- R.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.
- R.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.
- R.3 The above schedule shall conform with the full-time scheduling provisions of the Collective Agreement.
- R.4 Each job-sharer may exchange shifts with her or his partner, as well as with other nurses as provided by the Collective Agreement.
- R.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.
- R.6 It is expected that both job-sharers will be prepared to cover each other's incidental absences including vacations. If, because of unavoidable circumstances, one cannot cover the absence of the other, the Unit Manager or designate must be notified to book coverage.

In the event that one (1) member of the job-sharing arrangement goes on extended absence, the other job-sharer will 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 or him 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.

For clarity, it is understood that job-sharers may only make themselves available for additional tours when neither job-share partner is scheduled on their full-time rotation or when staffing needs continue to exist after the conditions of Article L.17 (a) (ii) and L.17 (b) (ii) have been satisfied.

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

R.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.

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

R.10 If one of the job-sharers leaves the arrangement, her or his 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.

R.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 23<sup>rd</sup> day of April, 2001.

FOR THE HOSPITAL

                    P. B. L.  
                    Cottam  
                    Morlen  
                    

FOR THE ASSOCIATION

                    J. Hupert  
                    Nancy LeBreton  
                    Gladys M Feduska  
                    C. S. L.

LETTER OF UNDERSTANDING

(To be attached to and form part of the 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")

**RE: STANDBY SCHEDULING - SEXUAL ASSAULT PROGRAM**

The Hospital will endeavour to schedule Sexual Assault Program standby according to the following guidelines:

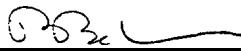


1. A basic rotation will cover eight (8) weeks.
2. Shifts are distributed equitably.
3. Scheduling of a weekend includes Thursday, Friday, Saturday and Sunday. This does not include statutory holidays if it occurs on a Monday.
4. No more than four (4) days in a row will be scheduled.
5. Statutory holidays are not scheduled equally. The basic schedule is followed. This would be difficult because of staffs part-time rotations. A scheduling meeting is held every twelve (12) weeks at least four (4) weeks in advance of the schedule posting for the following reasons:
  - (a) A rotation is chosen by mutual agreement at that meeting.
  - (b) Mutual exchanges are made to accommodate staffs part-time schedules.
  - (c) The staff are given the twelve (12) week schedule at that time.
6. There are eight (8) rotations. This includes seven (7) staff and one (1) Manager. The Manager needs to keep qualified as a Sexual Assault Nurse Examiner (SANE).
7. Scheduling guidelines may be altered to accommodate the Christmas/New

Year's period standby schedule and to accommodate requests for vacation and coverage for incidental absences.


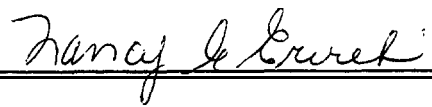
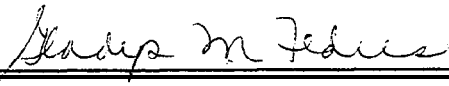
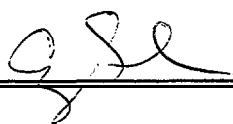
All parties agree to work collectively to provide a standby schedule that addresses the concerns of the Hospital and the nurses, while providing the best possible patient care.

DATED at Kenora, Ontario, this 23<sup>rd</sup> day of April, 2001.

FOR THE HOSPITAL

  
  
  
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FOR THE ASSOCIATION



**LETTER OF UNDERSTANDING**

(To be attached to and form part of the 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")

**RE: STANDBY SCHEDULING - OPERATING ROOM**

The Hospital will endeavour to schedule Operating Room standby according to the following guidelines:

1. Scheduled standby assignments will be distributed equitably amongst qualified nurses.
2. Scheduling of a weekend includes Friday, Saturday and Sunday. It will also include Monday or Friday where statutory holidays fall on those days.
3. No more than two (2) weekends will be scheduled in a seven (7) week period. Weekends will not be consecutive unless agreed to by the nurse.
4. Where possible, standby shifts will be scheduled in blocks such as Monday and Tuesday or Wednesday and Thursday or Friday, Saturday and Sunday.
5. Where possible, no more than three (3) days in a row will be scheduled.
6. Schedules will be posted four (4) weeks in advance.
7. Distribution of statutory holiday standby shifts will be shared equally among qualified nurses.
8. With approval of the Manager, nurses will be allowed to exchange their standby assignments. Such requests will not be unreasonably denied.
9. Extra standby shifts will be offered to qualified nurses in order of seniority.

- 10. These scheduling guidelines may be altered to accommodate the Christmas/New Year's period and to accommodate requests for vacation and coverage for incidental absences.
- 11. The Hospital and two (2) nurses from the O.R., as designated by ONA, will meet no later than May 1st to develop a fair and equitable call schedule for the summer months of June, July and August.

All parties agree to work collectively to provide a standby schedule that addresses the concerns of the Hospital and the nurses, while providing for the best possible patient care.

DATED at Kenora, Ontario, this 23<sup>rd</sup> day of April, 2001.

FOR THE HOSPITAL

OSz  
Jottam  
Marken

FOR THE ASSOCIATION

Alexandra  
Nancy L. Kurek  
Gladys M. Fedus  
CSL

LETTER OF UNDERSTANDING

(To be attached to and form part of the 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")

**RE: EMERGENCY AND/OR DIALYSIS UNIT SCHEDULING OF REGULAR, TEN (10) HOUR AND/OR EXTENDED (11.25 HOUR) TOURS**

1.
  - (a) When the Hospital and the Association agree, that due to patient care requirements, it may be necessary for nurses in Emergency and the Dialysis Unit to be scheduled any combination of regular, ten (10) hour and/or extended (11.25 hour) tours, schedules will be developed to meet the needs of patients. Where possible, the nurse's preferences for a particular shift will be accommodated. Nurses will then choose one (1) of the schedules. The schedule the nurses have chosen will not be changed unless the majority of the nurses on the unit agree.
  - (b) These combinations of tours may be introduced when seventy percent (70%) of the nurses on the particular unit, have indicated by secret ballot, that they wish to work a combination of regular, ten (10) hour and/or extended (11.25 hour) tours.
2. For the purposes of clarity, on such a unit where nurses are scheduled any combination of regular, ten (10) hour and/or extended (11.25 hour) tours, the following will apply:
  - (a) if the majority of a nurse's regularly scheduled tours are 7.5 hour tours, then the nurse is governed by the scheduling regulations as they apply to nurses working 7.5 hour tours;
  - (b) if the majority of a nurse's regularly scheduled tours are ten (10) hour or extended (11.25 hour) tours, then the nurse is governed by the scheduling regulations as they apply to nurses working ten (10) hour

or extended (11.25 hour) tours.

- 3. The parties agree that all the provisions of the Collective Agreement including Articles P.3, P.4, P.5 and P.6 of extended tours also apply to nurses working ten (10) hour tours.
- 4. It is understood that any full-time nurses, working a combination of these schedules, will be scheduled to work 1950 hours in a year.
- 5. Hours of Work for Ten (10) Hour Tours
  - (a) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37 1/2) minutes unpaid meal time.
  - (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 1/2) minutes.
  - (c) The ten (10) hour tour may be extended to twelve (12) (11.25 hours paid), without being subject to premium payment for those tours when the Co-ordinator of Emergency/Ambulatory Care is not available to the department.

DATED at Kenora, Ontario, this 23<sup>rd</sup> day of April, 2001.

FOR THE HOSPITAL

SB<sub>2</sub>

Cottam

Harlan

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FOR THE ASSOCIATION

J. Innes

Nancy L. Kerest

Gregory M. Fedus

SE

LETTER OF UNDERSTANDING

(To be attached to and form part of the 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")


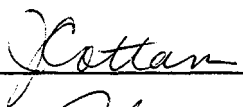

**RE: FOUR (4) HOUR TOURS – OPERATING ROOM**

The parties agree that the scheduling of regular part-time nurses in the Operating Room will be according to Article L.14 except as modified below:



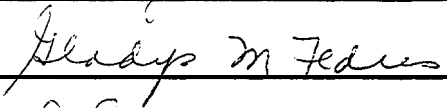
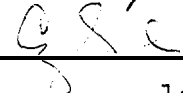
1. Regular part-time nurses may be scheduled solely on four (4) hour tours.
2. Regular part-time nurses will work a minimum of four (4) hours and remain in the OR/RR until the work is finished.
3. Overtime will be paid in accordance with Article 14 for all hours worked in excess of 7.5 hours.
4. Article L.14 (i) and (iii) will not apply.
5. There will be occasions when the part-time staff will be required to remain on duty and be reassigned to other areas in the Hospital. This will be determined in consultation with the OR Manager and the immediate needs of the OR/RR.

DATED at Kenora, Ontario, this 23<sup>rd</sup> day of April, 2001.

FOR THE HOSPITAL

  
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FOR THE ASSOCIATION

  
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LETTER OF UNDERSTANDING

(To be attached to and form part of the 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")

**RE: UNPAID LEAVE OF ABSENCE SHIFTS (ULA)**

The Hospital agrees to allow part-time RN's to take unpaid leave of absence (ULA shifts) as per the following conditions:

1. Only regular part-time nurses may request **ULA** shifts.
2. No more than two (2) shifts per six (6) week schedule, up to a maximum of eight (8) shifts per calendar year.
3. The RN requesting a **ULA** shift must find her or his own replacement, fully respecting seniority provisions and qualification requirements the Collective Agreement.
4. The request for **ULA** must be presented in writing to the Unit Manager or Supervisor and the replacement must be approved by the Hospital no less than twenty-four (24) hours in advance.
5. Each request must indicate the number of **ULA** shifts taken to date in the current six (6) week schedule and the number of **ULA** shifts taken to date in the current calendar year. No request for **ULA** shifts will be processed unless accompanied with the above.
6. **ULA** shifts cannot be consecutive with or in conjunction with vacation time, Christmas, New Year's or March Break.

The Hospital reserves the right to either allow **ULA** shift or to cancel the shift at time of request.

DATED at Kenora, Ontario, this 23<sup>rd</sup> day of April, 2001.

FOR THE HOSPITAL

BB

Stottam

Mollen

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FOR THE ASSOCIATION

Clifford

Nancy LeClerc

Gladye M. Feddes

JS

LETTER OF UNDERSTANDING

(To be attached to and form part of the 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")

**RE: RED-CIRCLING PROVISION – MS. BARB PERNSKY**

The above regular part-time RN will be red circled at a .6 FTE commitment in Chemotherapy. After unit schedules have been posted, the Hospital agrees to offer incidental shifts out of the normal seniority order, up to a maximum equivalent of .9 FTE to Ms. Pernsky in units where she is qualified, following a reasonable period of orientation to work.

The Hospital will make a commitment that if resources become available and a need is demonstrated, they will work diligently to establish a full-time position in the Chemotherapy Department before hiring further regular part-time registered nursing staff.

DATED at Kenora, Ontario, this 23<sup>rd</sup> day of April, 2001.

FOR THE HOSPITAL

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FOR THE ASSOCIATION

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LETTER OF UNDERSTANDING

(To be attached to and form part of the 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")

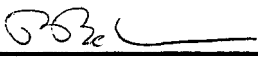


RE: AVAILABILITY PROCESS

The above parties agree to form a sub-committee consisting of three (3) Hospital staff and three (3) Association members. This committee will meet and develop an "Availability Process" by October 16, 2000.


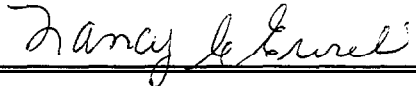
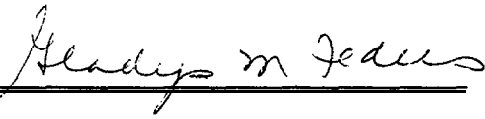

The "Availability Process" will be reviewed by this committee prior to posting of a third schedule under L.16.

DATED at Kenora, Ontario, this 23<sup>rd</sup> day of April, 2001.

FOR THE HOSPITAL

  
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FOR THE ASSOCIATION

  
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LETTER OF UNDERSTANDING

(To be attached to and form part of the 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")RE: RED-CIRCLING PROVISION – REGULAR PART-TIME COMMITMENT

Barb Zwierzinski - ER .5 FTE	Lorraine Newton - ER .6 FTE	Peggy Gustafson - DES .5 FTE
Mary O'Flaherty - ER .65 FTE	Cherun Murray - ER .6 FTE	Carolyn Hamlyn – 3E .45 FTE
Angela Davidson - ER .65 FTE	Michelle Franchuk – OR .8 FTE	Stacey Szajewski – 2E .436 FTE
Marg Tella – 2E .406 FTE	Open - 2E .402 FTE	Open - 2E .424 FTE
Barb Pernsky - Chemo .6 FTE	Liane Spendlow - dialysis .7 FTE	Chris Balkwill - dialysis .7 FTE
Nadine Peterson - dialysis .53 FTE	open - dialysis .52	open - dialysis .5 FTE
Gail Clark – OR .426 FTE	Peter Otte – OR .426 FTE	Shelly King – OR .426 FTE
Open – OR .426 FTE		

The above regular part-time R.N.s are red circled for their current part-time commitment. When a nurse transfers to another regular part-time position within the Hospital, her commitment will be that of the collective agreement at the time of transfer. The commitment for the vacant part-time position may revert to the regular part-time commitment of the collective agreement in force at the time.

DATED at Kenora, Ontario, this 23<sup>rd</sup> day of April, 2001.

FOR THE HOSPITAL

OSB

Cottam

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FOR THE ASSOCIATION

Doc Augustino

Nancy G. Lewis

Glenn M. Lewis

CSL