

COLLECTIVE AGREEMENT

BETWEEN:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL
(hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: March 31, 2001

DATED at Windsor, Ontario this 18th day of October, 2000.

FOR THE HOSPITAL

Henry Stover

Due Reag

Barbara Keeli

Rodell

James Bauer

FOR THE UNION

Michelle Brossseau
Labour Relations Officer

Ken Jelf

Marilyn Whites

APPENDIX 3SALARY SCHEDULEEffective April 1, 1998

		<u>Registered Nurse</u>	<u>Charge Nurse</u>	<u>Graduate Nurse</u>
Start	Monthly	3033.88	3161.61	2851.85
	Hourly	18.67	19.46	17.55
1 Year	Monthly	3185.00	3319.09	2993.90
	Hourly	19.60	20.43	18.42
2 Years	Monthly	3311.75	3451.17	3113.05
	Hourly	20.38	21.24	19.16
3 Years	Monthly	3485.63	3632.38	3276.49
	Hourly	21.45	22.35	20.16
4 Years	Monthly	3657.88	3811.88	3438.41
	Hourly	22.51	23.46	21.16
5 Years	Monthly	3831.75	3993.07	3601.85
	Hourly	23.58	24.57	22.17
6 Years	Monthly	4049.50	4219.98	3806.53
	Hourly	24.92	25.97	23.42
7 Years	Monthly	4264.00	4443.51	4008.16
	Hourly	26.24	27.34	24.67
8 Years	Monthly	4481.75	4670.43	4212.85
	Hourly	27.58	28.74	25.93
9 Years	Monthly	4701.13	4899.05	4419.06
	Hourly	28.93	30.15	27.19

NOTE: The differential between the Registered Nurse and Charge Nurse wage rate is (n + 4.21%).
The differential between the Registered Nurse and Graduate Nurse wage rate is (n x 0.94).

Effective April 1 , 1999

		<u>Registered Nurse</u>	<u>Charge Nurse</u>	<u>Graduate Nurse</u>
Start	Monthly	3094.00	3224.26	2908.36
	Hourly	19.04	19.84	17.90
1 Year	Monthly	3250.00	3386.83	3055.00
	Hourly	20.00	20.84	18.80
2 Years	Monthly	3378.38	3520.61	3175.68
	Hourly	20.79	21.67	19.54
3 Years	Monthly	3555.50	3705.19	3342.17
	Hourly	21.88	22.80	20.57
4 Years	Monthly	3731.00	3888.08	3507.14
	Hourly	22.96	23.93	21.58
5 Years	Monthly	3908.13	4072.66	3673.64
	Hourly	24.05	25.06	22.61
6 Years	Monthly	4130.75	4304.65	3882.91
	Hourly	25.42	26.49	23.89
7 Years	Monthly	4350.13	4533.27	4089.12
	Hourly	26.77	27.90	25.16
8 Years	Monthly	4571.13	4763.57	4296.86
	Hourly	28.13	29.31	26.44
9 Years	Monthly	4795.38	4997.27	4507.66
	Hourly	29.51	30.75	27.74

NOTE: The differential between the Registered Nurse and Charge Nurse wage rate is (n + 4.21%).
The differential between the Registered Nurse and Graduate Nurse wage rate is (n x 0.94).

Effective February 4, 2000 (date of ratification)

		<u>Registered Nurse</u>	<u>Charge Nurse</u>	<u>Graduate Nurse</u>
Start	Monthly	3250.00	3386.83	3055.00
	Hourly	20.00	20.84	18.80
1 Year	Monthly	3378.38	3520.61	3175.68
	Hourly	20.79	21.67	19.54
2 Years	Monthly	3555.50	3705.19	3342.17
	Hourly	21.88	22.80	20.57
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The differential between the Registered Nurse and Graduate Nurse wage rate is (n x 0.94).

Effective April 1, 2000

		<u>Registered Nurse</u>	<u>Charge Nurse</u>	<u>Graduate Nurse</u>
Start	Monthly	3331.25	3471.50	3131.38
	Hourly	20.50	21.36	19.27
1 Year	Monthly	3462.88	3608.67	3255.11
	Hourly	21.31	22.21	20.03
2 Years	Monthly	3644.88	3798.33	3426.19
	Hourly	22.43	23.37	21.08
3 Years	Monthly	3825.25	3986.29	3595.74
	Hourly	23.54	24.53	22.13
4 Years	Monthly	4007.25	4175.96	3766.82
	Hourly	24.66	25.70	23.18
5 Years	Monthly	4233.13	4411.34	3979.14
	Hourly	26.05	27.15	24.49
6 Years	Monthly	4459.00	4646.72	4191.46
	Hourly	27.44	28.60	25.79
7 Years	Monthly	4686.50	4883.80	4405.31
	Hourly	28.84	30.05	27.11
8 Years	Monthly	4914.00	5120.88	4619.16
	Hourly	30.24	31.51	28.43

NOTE: The differential between the Registered Nurse and Charge Nurse wage rate is (n + 4.21%).
The differential between the Registered Nurse and Graduate Nurse wage rate is (n x 0.94).

APPENDIX 4SUPERIOR CONDITIONSSUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause # Central Award (Full-time)	Applicable Clause from Existing Collective Agreement October 1, 1978 ~ September 30, 1980.
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10.04 NOTE	<p>11.06 (a) "Continuous Service" shall mean unbroken employment and shall include the following:</p> <p>Vacation and Holidays</p> <p>Scheduled days off</p> <p>Approved leave of absence without pay (except leave of absence due to pregnancy)</p> <p>Absence because of illness or injury for a period of up to one (1) year.</p> <p>Suspension</p>
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This superior benefit applies to Nurses employed October 23, 1981 while continuously employed by the Hospital.

19.09	Schedule A – No. 6
	Educational Increments
	The following educational increments shall be applicable to all Registered Nurses:
	Special courses with a certificate of not less than three (3) months approved by the Director of Nursing in writing or CHA/CNA Nursing Unit Administration Course or equivalent – \$20.00 per month
	A one (1) year University Diploma in Nursing – \$40.00 per month
	B.Sc in Nursing – \$80.00 per month
	Master's Degree in Nursing or Nursing Education – \$120.00 per month

SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause #
Central Award Applicable Clause from Existing Collective Agreement October 1, 1978
(Full-time) – September 30, 1980.

10. 11.06(a) “Continuous Service” shall mean unbroken employment and shall include the following:

Vacation and Holidays

Scheduled days off

Approved leave of absence without pay (except leave of absence due to pregnancy)

Absence because of illness or injury for a period of up to one (1) year.

Suspension

15.01 NOTE Schedule C
NO. 9

Statutory and Civic Holidays

If a part-time Nurse works on a holiday referred to in Paragraph 15.01 of this Agreement, she/he shall be paid at time and one-half (1½) her/his regular straight time hourly rate for all hours worked on such holiday. Where in addition she/he is required to work additional hours following her/his full tour on that day (but not including hours on a subsequent regularly scheduled shift for such Nurse) she/he shall receive two (2) times her/his regular straight time hourly rate for such additional hours worked.

TO: Ontario Nurses' Association

RE: Learnington District Memorial Hospital and Nurse Employees Janice Bartlett, Lillian Pioli, Cindy **Taves** and Elizabeth **Zack**

Pursuant to the terms of an Arbitration Board Majority Award dated September 28th, 1979, signed by Howard D. Brown and Beth **Symes**, the Hospital was required to pay to each of the above Nurses an educational increment of **\$20.00** per month, retroactive to the respective dates of the grievance filed by each, such payment to be in recognition of those Nurses having completed a Cardiovascular Nursing Course at St. **Clair** College.

During the course of negotiations to settle the terms of a new Collective Agreement covering the period from October 1, 1978 to September 30, 1980, the Hospital and the Association agreed upon a revision of the wording of paragraph 6 of Schedule A, which deals with educational increments.

The Hospital now agrees that, notwithstanding the terms of paragraph 6 of Schedule A in such Agreement, the above Nurses will receive the **\$20.00** educational increment on the basis set out in the Arbitration Award and will continue to receive it as long as they are employed by the Hospital and are members of the Ontario Nurses' Association bargaining unit.

Yours truly,

LEAMINGTON DISTRICT MEMORIAL HOSPITAL

Per:

H. Seckington, Administrator

APPENDIX 5LOCAL PROVISIONS

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ARTICLE A – RECOGNITION

A-1 The Hospital **recognizes** the Ontario Nurses' Association, as the exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Learnington District Memorial Hospital at Learnington save and except Nurse Manager, persons above the rank of Nurse Manager, Occupational Health Nurse and Staff Educator.

ARTICLE B – MANAGEMENT RIGHTS

B-1 The Association **recognizes** that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, retire, direct, promote, demote, classify, transfer, lay off, recall, and to discipline, suspend or discharge for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an Employee has been disciplined, discharged or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interests of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the work establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time, reasonable rules and regulations to be observed by the Nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement;
- (f) generally to operate the Learnington District Memorial Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

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

ARTICLE C -ASSOCIATION COMMITTEES AND REPRESENTATIVES

C-1 The Hospital agrees to **recognize** the following Representatives of the Association:

- (a) Negotiating Committee of not more than three **(3)** Registered Nurses.
- (b) A Grievance Committee of not more than three **(3)** Registered Nurses.

- (c) Six **(6)** Registered Nurse Representatives in the Hospital's employ, to assist Nurses in presentation of any disagreement that might arise.

Where a Nurse Representative is transferred from a department in respect of which she/he acts as Nurse Representative on behalf of the Employees in the said department, she/he will continue to act as Nurse Representative in respect of the said department until a new Nurse Representative is appointed, and the name and address of the new Nurse Representative advised to the **A.E.D.** Patient Services, or until thirty **(30)** days from the date of transfer shall have elapsed, whichever event shall first occur.

- (d) Hospital-Association Committee of two **(2)** Association Representatives.

The number of Hospital Representatives shall not exceed the number of Association Representatives.

If a Hospital or Association Representative is unable to be present at a meeting of the Committee, both parties will have the right to name an alternate Representative for that meeting.

- (e) A Professional Development Committee of three **(3)** Union Representatives.

C-2 Interview

The time and place of the interview referred to in Article **5.06** of the Central portion of the Collective Agreement will be scheduled during the first four **(4)** weeks of employment at a mutually agreed upon time.

- C-3** The President of the Local Association will remain on the day tour for the term of office. However, where the Hospital would not be able to fulfill its scheduling obligations under Articles **J, K, or L** for all other Nurses on a unit due to the above, the hours of work of the President shall be scheduled by mutual agreement.

- C-4** Prior to any Nurse returning to work on a modified work program, the Hospital will notify, and meet with a Representative of the **ONA** and/or members of the Local Executive to negotiate a back to work program for the Nurse.

- C-5** The Employer agrees to supply the **O.N.A.** Representative to the Occupational Health and Safety Committee with a copy of the Employer's Report of Accidental Injury or Industrial Disease (Workplace Safety & Insurance Board Form 7 or the Employer's own form containing the same information), as soon as possible where such report relates to a member of the bargaining unit.

- C-6** The Hospital will notify the President of the Local Nurses' Association of the names of all Nurses on **LTD** as soon as possible after such leave commences.

- C-7** The Hospital with the Nurse's consent, will inform the Association within seven **(7)** days of knowledge of any Nurse who has been assaulted while performing her/his work. Such information shall be submitted in writing to the President of the Local Association.

- C-8** The defined units in the Hospital for the purposes of this Collective Agreement are as follows:

1. 2 SOUTH (inclusive of ICU);
2. Continuing Care/Rehab;
3. OR/PACU/PASC/Day Surgery;
4. 2 EAST;
5. OBS/GYN;
6. Emergency Room/Ambulatory Care;
7. Pelee Island.

ARTICLE D – SENIORITY LIST

D-I The seniority list shall be posted in December and June of each year. A copy of the seniority list shall be filed with the President of the Local Association.

ARTICLE E – LEAVE OF ABSENCE -ASSOCIATION BUSINESS

E-1 The Hospital agrees to grant a cumulative maximum of sixty (60) days' leave of absence without pay per year for not more than two (2) Employees at the same time provided application for such leave is made in writing to Human Resources not less than ten (10) days prior thereto. In the case of application for leave of absence without pay to attend the Annual Meeting of the Association, the Hospital will allow a minimum of two (2) and a maximum of four (4) Nurses to be absent at the same time provided that no more than two (2) Nurses may be absent from any one area at the same time and provided that the Hospital receives not less than one (1) months' written notice.

E-2 Upon written application of the Local President an unpaid leave of absence on a date mutually agreed upon on a basis of scheduling and Nurse availability shall be granted to the Local President for one (1) calendar day each month. Such consent shall not be unreasonably withheld.

ARTICLE F – PAID HOLIDAYS

F-I The following shall be considered Paid Holidays:

New Year's Day (to be observed on January 1st)
2nd Monday in February
Good Friday
Victoria Day
1st Monday in June
Canada Day (to be observed on July 1st)
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day (to be observed on November 11th)
Christmas Day (to be observed on December 25th)
Boxing Day (to be observed on December 26th)

NOTE: Nurses working in the O.R. will receive Easter Monday as a paid holiday in place of the first Monday in June due to circumstances unique to that Department.

- F-2 Where a Nurse is entitled to a lieu day, the day shall be taken at a mutually agreeable time to ensure the maintenance of adequate staff. Such lieu day shall be taken within a period of four (4) weeks before or following the said statutory holiday, unless a later date is mutually agreed upon by the Hospital and Employee. Nurses may accumulate lieu days to a maximum of two (2).
- F-3 A tour that begins or ends during the twenty-four (24) hour period of any of the above holidays where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour. A tour that begins or ends during the twenty-four (24) hour period of any of the above holidays where the majority of hours worked falls outside the holiday, shall be deemed to be work performed outside of the holiday for the full period of the tour.

ARTICLE G – EARNED LEAVE – VACATIONS

- G-1 The vacation year, for purposes of calculating vacation entitlement, is defined as a period of time from April 1st of one year to March 31st of the following year, in accordance with the end of the pay period for the fiscal year end, and the vacation entitlement determination date when referred to in this Agreement, is March 31st of any year during an Employee's period of employment.
- G-2 Nurses shall submit their vacation requests for any time of the year by March 31st of each year and all such requests shall be considered on the basis of seniority. The vacation schedule shall be posted by May 15th.
- Vacation requests for any vacation time during the period defined as "March Break" shall be granted on a rotating seniority basis as needed unit by unit.
- Any vacation requested outside of the above guidelines will be considered on the basis of the date of the submission and the ability of the Hospital to accommodate the request.
- G-3 Prior to leaving on vacation, a Nurse shall be notified if possible, of the date and tour of duty to which she/he/he is to report for work following vacation.
- G-4 Vacation may commence on any day of the week. A Nurse's vacation period can be broken into segments. The Hospital will grant the **utilization** of single vacation days up to a maximum of ten (10) provided that they are requested in writing by the Nurse at least three (3) weeks in advance and providing that they are scheduled at a mutually agreeable time.
- G-5 Upon written request two (2) weeks prior to vacation, vacation pay shall be included in the salary cheque issued immediately preceding the commencement of vacation.
- G-6 Vacation pay for part-time Nurses shall be paid each pay period for all hours worked during that pay period.
- G-7 All regular part-time Nurses shall be entitled to vacation time off equivalent to the vacation entitlement of full-time Nurses based on equivalent years of service calculated pursuant to the formula set out in Article 16.03.

- G-8** Where Nurses follow a master rotation schedule, if a Nurse's weekend(s) off fall immediately preceding and/or following any period of scheduled vacation, the master rotation schedule will not be altered in any way. Nurses will not be required to make up any scheduled weekends that fall or were scheduled, within any period of scheduled vacation.

ARTICLE H – MISCELLANEOUS

- H-1** The Hospital agrees to install a glass or clear acrylic enclosed lockable bulletin board with a mail slot, measuring not more than **76** cm. wide x **76** cm. long x **10** cm. deep, as provided by the Association, for the sole use of the Association. Notices shall first be submitted to the Director of Human Resources for approval, which approval shall be indicated by the Director of Human Resources initialing the notice to be posted. Approval will not be unreasonably denied.
- H-2** Biweekly pays will be directly deposited into a bank account as designated by each Employee, every second Thursday and with an **itemized** statement issued directly to Nurses.
- H-3** Upon the written request of a Nurse, the Hospital may, at its discretion, consider the repair or replacement of any uniform, clothing or personal items damaged in the normal course of the Nurse's duties other than through the Nurse's own carelessness.

ARTICLE I -STANDBY

- I-1** There shall be equitable distribution of Operating Room Standby duties. For areas other than the Operating Room, the Hospital may request a Nurse who is scheduled to work to be on standby. It is understood that such Nurse may refuse standby duty and report for work as previously scheduled. In addition, Nurses will be advised at least three **(3)** hours in advance of the possibility of standby duty.

This clause is to apply only to full-time and Regular Part-time Nurses.

- I-2**
- (a)** Scheduled Standby assignments will be distributed equally among the Nurses in any unit **utilizing** standby.
 - (b)** The Hospital will notify the Union in writing prior to initiating scheduled standby assignments on any unit.

Scheduled Standby assignments shall be posted at the time of the tours of duty schedules outlined in Article **G-2** and **H-1**. Nurses shall be permitted to exchange their standby assignments provided approval is received from Nursing Administration.

- (a)** A full-time Nurse will not be scheduled for standby on a scheduled day off or scheduled weekend off, unless mutually agreed between the Nurse and the Hospital.
- (b)** When a full-time or regular part-time Nurse is scheduled for standby on a weekend, she/he is considered to be "working" the weekend.

Nurses on standby shall be provided with beepers.

All Nurses on standby duty must be available at the Hospital within thirty (30) minutes of being called in.

Standby schedules will not be changed without expressed consent by the Nurse whose schedule is being changed.

Standby will not be scheduled on a night before a scheduled day shift unless agreed otherwise by the Nurse.

Where a Nurse has been called in from standby and worked during the hours of the evening or night shift, such Nurse will not be required to work the day shift unless she/he does so by her/his choice.

ARTICLE J – HOURS OF WORK AND WORKING CONDITIONS

J-1 Vending machines are available for staff use after 6:00 p.m. The cafeteria serves meals at appropriate times until 6:00 p.m.

J-2 A relief period will be scheduled during each half (½) tour or one (1) combined relief period in a full tour.

J-3 Scheduling Regulations

(a) Schedules shall provide for not more than five (5) consecutive days of work, unless more is mutually agreed upon as long as eight (8) days off are scheduled each twenty-eight (28) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.

(b) Tours of duty schedules shall be posted at least three (3) weeks in advance and four (4) weeks if possible, and shall cover a four (4) week period. Requests for specific days off are to be submitted in writing at least four (4) weeks in advance of the requested time off. Requests for change in posted time schedules must be submitted in writing and co-signed by the Nurse willing to exchange days off or tour of duty. It is understood that once such a change has been approved by the Employer, it shall not be changed without the consent of the Nurses involved.

(c) There shall be period of not less than sixteen (16) hours off between tours of duty except where a Nurse agrees to a shorter period of time. At least forty-eight (48) hours' time off shall be scheduled following two (2) or more scheduled shifts of night duty. For call in purposes, a part-time Nurse must have 24 hours scheduled time off before shift changes.

Premium pay will be paid for any shift commencing in the sixteen (16) hours, and forty-eight (48) hours, and twenty-four (24) hours stated above.

(d) i) Where a full-time Nurse normally rotates on at least two (2) of the three (3) tours of duty, at least fifty per cent (50%) of her/his tours

shall be scheduled on the day tour unless otherwise mutually agreed upon by the Nurse and the Employer.

- ii) The following are the normal hours of work, inclusive of a minimum half ($\frac{1}{2}$) hour unpaid meal period, for all tours in all nursing departments:

Day Tour – 0700 – 1500 hours;
 Evening Tour – 1500 – 2300 hours;
 Night Tour – 2300 – 0700 hours.

Extended tours shall be:

Day Tour – 0700 – 1900 hours;
 Night Tour – 1900 – 0700 hours

inclusive of a minimum three-quarter ($\frac{3}{4}$) hour unpaid meal period.

It is understood that the night tour is the first tour of the day for seven and one-half hour (7.5) tour Nurses.

Where circumstances warrant a change in the starting and stopping times indicated above, the Employer will provide the Association with six (6) weeks' notice and will discuss any changes with the Association prior to implementation.

- (e) i) A full-time or regular part-time Nurse shall, if required, work either Christmas or New Year's Day, but shall be granted at least five (5) consecutive days off including Christmas Eve, Christmas Day and Boxing Day, or New Year's Eve and New Year's Day.
- ii) The Hospital shall endeavour to give time off over either Christmas or New Year's on an alternating basis so that Nurses will not be required to work the same holiday from year to year unless by the request of the Nurse or by mutual consent.
- iii) The Hospital will attempt to post the Christmas and New Year's schedule by the third (3rd) week of November – six (6) weeks prior to Christmas.
- (f) A full-time and regular part-time Nurse is duly entitled to at least one (1) weekend off in three (3), but the Hospital shall make every effort to schedule Nurses off two (2) weekends in four (4). She/he shall be paid time and one-half ($1\frac{1}{2}$) her/his regular straight time hourly rate for all hours worked on a third consecutive and all subsequent consecutive weekend(s) worked until a weekend is received off, save and except where:
- i) such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
- ii) such Nurse has requested weekend work; or

- iii) such weekend is worked as the result of an exchange of shifts with another Nurse.
- (g) It is understood that a weekend consists of at least fifty-six (**56**) consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift. Should a Nurse be scheduled or called in to work any part of the fifty-six (**56**) hours stated above, such Nurse shall be considered as having worked the weekend.
- (h) The Hospital shall not cancel the **pre-booked** weekend shifts on a third (**3rd**) weekend that becomes a premium pay weekend as a result of coming in on previous weekends off. This does not preclude the Hospital from cancelling shifts according to seniority resulting from a decrease in the workload requirements.
- (i) Where a unit follows a master rotation schedule for full-time positions, such rotation will not be changed without the consensus of the Nurses on that unit.

J-4

Overtime

For overtime purposes the standard day for all Nurses covered by this Agreement shall be defined as:

- First shift of day is nights.
- Second shift of day is days.
- Third shift of day is afternoons.

J-5

A full-time Nurse who requests to work a specific tour on a permanent basis shall be granted such request whenever possible.

J-6

Full-time and Regular Part-time Nurses electing equivalent time off in lieu of overtime payment pursuant to Article 14.09 of the full-time Collective Agreement, such accumulation shall not exceed thirty (**30**) hours for eight (**8**) hour tour Nurses, thirty-three and three quarters (**33.75**) hours for extended tour Nurses, and **seventy-five (75)** hours for Nurses working in the Operating Room/PACU. Such lieu time off is to be scheduled at a mutually agreed upon time.

Any accumulation in excess of the hours referenced above must be scheduled off at a mutually agreed upon time or payment will be made at the applicable overtime rate for all hours in excess.

J-7

- (a) The weekend premium payable pursuant to Article 14.15 of the Central portion of the Collective Agreement shall be paid for all hours worked between **2300** hours Friday and **2300** hours Sunday.
- (b) The defined hours of the evening shift pursuant to Article 14.10 of the Central portion of the Collective Agreement shall be **1500** hours to **2300** hours.
- (c) The defined hours of the night shift pursuant to Article 14.10 of the Central portion of the Collective Agreement shall be **2300** hours and **0700** hours.

- J-8** Additional tours which become available on any unit for any reason which result in premium pay will be offered to both full-time and regular part-time Employees, on a rotational basis among the full-time and regular part-time Employees on each unit, prior to the tour being offered to Employees off the unit,

ARTICLE K – PART-TIME SCHEDULING

K-1 Regular Part-time Nurses

- (a) All regular part-time Nurses shall be available for work fifteen (15) days in every six (6) week rotation period (112.5 hours for Employees whose hours of work consist of a combination of short, normal and/or extended tours).
- (b) All regular part-time Nurses shall be available for work three (3) out of six (6) weekends in every six (6) week rotation period.
- (c) A regular part-time Nurse shall be required to be available for work for
 - i) permanent evenings or
 - ii) permanent nights or
 - iii) combined days and evenings or
 - iv) combined days and nights.
- (d) Regular part-time Employees, who wish to be considered for additional shifts above the minimum commitment identified above, must indicate their availability to work hours in excess of their commitment in writing to their Nurse Manager. Such additional availability will remain in effect until altered or withdrawn by the Nurse in writing. In addition, any regular part-time Employee who does not wish to be called for additional shifts must put their desire not to be called in, in writing to their Nurse Manager.

K-2 Part-time Scheduling Provisions

- (a) The Hospital agrees to schedule all available shifts to regular part-time Employees according to their commitment.
- (b) All regular part-time Employees in a unit will be scheduled up to their minimum commitment under Article K-1 by seniority before any regular part-time Employees off the unit, or casual part-time Employees are scheduled.
- (c) Where all regular part-time Employees, on a unit, have been given the opportunity to work up to their committed tours (hours), all additional tours which are available, prior to the schedule being posted, will be offered to regular part-time Employees on the unit (excluding any regular part-time Employees working in a job-sharing arrangement) on the basis of rotating seniority.
- (d) All additional tours which become available for whatever reason, after the schedule is posted, will be offered to all regular part-time Employees on the

unit (including regular part-time Employees working in a job-sharing arrangement) on the basis of equal distribution among the regular part-time Employees provided no regular part-time Employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time Employees on the unit who have not been offered their commitment of tours (hours).

- (e) Where no regular part-time Employee is willing to perform the available work, the tour will be offered to:
 - i) Regular part-time Employees off the unit who have indicated, in writing, an availability to work additional tours on that unit on the basis of seniority. Provided they are qualified, Nurses may submit their availability to work additional tours to more than one unit.
 - ii) Casual part-time Employees.
- (f) Notwithstanding the above, where a regular part-time Employee has had a scheduled shift cancelled and a need arises whereby the Hospital intends to call an Employee in for that same cancelled shift, the Employee who has had her/his shift cancelled will be given the first opportunity to work that **call-in** shift.
- (g) Casual part-time Employees will not be scheduled or called in to work until all available hours of work have been offered to regular part-time Employees.
- (h) Tours of duty schedules shall be posted three **(3)** weeks in advance and four **(4)** weeks if possible and shall cover a four **(4)** week period. Requests for specific days off are to be submitted in writing at least four **(4)** weeks in advance of the requested time off. Requests for change in posted time schedules must be submitted in writing and co-signed by the Nurse willing to exchange days off or tour of duty.

K-3 The Hospital will attempt to schedule regular part-time Nurses who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or a Friday).

If a regular part-time Nurse is scheduled off on a paid holiday, (if a Monday or a Friday), then the Hospital will attempt to schedule the attached weekend off also.

K-4 **Four Hour Tours of Duty**

The Hospital and the Association agree to the scheduling of four **(4)** hour tours of duty for part-time Nurses working at Learnington District Hospital.

A four-hour tour will consist of four **(4)** paid hours which shall be inclusive of one **(1)** fifteen **(15)** minute paid break period.

The scheduling of four **(4)** hour tours shall comply with all of the scheduling provisions contained in Article J & K of Appendix 5.

In the event a Nurse is **authorized** to work beyond the scheduled four (4) hour tour, premium pay in accordance with Article 14 of the Central Part-time Collective Agreement will not apply until after 7.5 hours of work have been completed by the Nurse.

On any unit where four (4) hour tours are scheduled, the Letter of Understanding regarding part-time scheduling will be applied so that all available regular part-time nursing hours are divided equally among the regular part-time Nurses on that unit.

No Nurse shall be scheduled to work solely on four (4) hour tours in any pay period, unless agreed to by the Nurse.

The Hospital will notify the Union and provide specifics of the proposed schedule prior to the posting of a four-hour tour schedule on any unit.

K-5 All casual part-time Nurses will submit to the Nursing **Office**, each pay period, a list of tours available to work. This is in no way to be construed as a commitment. If not submitted, the casual part-time Nurse will not be called for work. Casual **part-time** Nurses will be removed from the call in list if they have not worked in the previous twelve (12) month period.

K-6 All provisions contained in this Appendix 5 of Local Issues will apply to regular **part-time** Nurses and casual part-time Nurses unless expressly amended above.

ARTICLE L – EXTENDED TOURS

- L-I (a) Extended tours shall be introduced into any unit when:
- i) eighty percent (80%) of the Nurses in the unit so indicate by secret ballot; and
 - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
- i) Fifty percent (50%) of the Nurses in the unit so indicate by secret ballot; or
 - ii) the Hospital serves notice of its desire to discontinue extended tours because of
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in **accordance** with paragraph (2) above, then:

- i) The parties shall meet within two **(2)** weeks of the giving of notice to review the request for discontinuation in an attempt to resolve identified problems, and
- ii) When the parties are unable to resolve the identified problems to their mutual satisfaction, extended tours will be discontinued effective sixty **(60)** days after the date of the meeting referred to in paragraph 3 (a) above.

L-2 (a) Extended tours shall normally be defined as:

0700 – 1900
1900 – 0700

- (b) Notwithstanding (a) above, the parties shall meet prior to extended tours being implemented in any unit in an effort to develop a mutually agreeable schedule for that unit, which schedule may include a mix of eight **(8)** and twelve **(12)** hour tours.

L-3 Scheduling of extended tours shall be in accordance with the following:

- (a) no split shifts;
- (b) a Nurse shall not be required to work more than three **(3)** consecutive extended tours. Premium pay will be paid for all hours worked on the fourth **(4th)** consecutive extended tour and all subsequent consecutive extended tours until a day off is received.

The above scheduling requirement and premium pay provision shall be waived during the period of December **15th** and January **15th** in order to accommodate the scheduling of six **(6)** consecutive tours off in relation to Article **L-3(f)**.

- (c) at least two **(2)** consecutive days off shall be scheduled;
- (d) Nurses working extended tours will be scheduled every other weekend off but premium pay will be paid pursuant to sub-article **J-3(f)**;
- (e) a Nurse shall not be required to work more than two **(2)** weeks of nights to be followed by at least one **(1)** week of the day shift;
- (f)
 - i) A Nurse will be scheduled off work for not less than six **(6)** consecutive days at either Christmas or New Year's.
 - ii) The Christmas period shall include from **0700** hours on December **24th** to **0700** hours on December **27th**.
 - iii) The New Year's period shall include from **0700** hours on December **31st** to **0700** hours on January **2nd**.
 - iv) Nurses will not be required to work in units normally closed at Christmas and/or New Year's unless such Nurses request to work elsewhere in the Hospital;

- (g) a weekend shall commence at 1900 hours Friday and end at 0700 hours Monday;
- (h) total break time for extended tours will be divided into three (3) thirty (30) minute break periods. The breakdown of the break time shall be as follows:
 - first fifteen (15) minutes unpaid;
 - second fifteen (15) minutes paid;
 - second thirty (30) minute period unpaid;
 - third thirty (30) minute period paid.

L-4 For the purpose of sub-article G-5, the utilization of single vacation days will be modified to six (6) extended tours instead of ten (10) normal daily tours.

L-5 All provisions contained in this Appendix 5 of Local Issues will apply to Nurses working extended tours unless expressly amended above.

ARTICLE M – PREPAID LEAVE

M-1 No more than two (2) Nurses may be absent on prepaid leave at any one (1) time provided that not more than one (1) Nurse from any unit is absent at the same time. Notwithstanding the above, the Hospital, in its discretion, may allow a third Nurse to be absent on prepaid leave at the same time.

ARTICLE N – JOB-SHARING

N-1 Job-Sharing is defined as an arrangement whereby two (2) Nurses share the hours of what would otherwise be one (1) full-time position.

N-2 All Job-Sharing arrangements shall be voluntary for all participants.

N-3 Job-Sharing requests with regard to full-time positions shall be made in writing to the Director of Human Resources.

N-4 Job-Sharing requests with regard to full-time positions shall be considered on an individual basis. It is understood that the Hospital has the sole right to determine if any full-time position shall be shared by two (2) Nurses and retains the sole right to determine the required ratio of full-time to part-time Nurses. Such rights shall not be exercised in an unreasonable or arbitrary manner.

N-5 All Job-Sharers shall be treated as REGULAR PART-TIME NURSES and shall be covered by the provisions of the Part-time Collective Agreement unless expressly amended herein.

N-6 Total regular scheduled hours worked by the Job-Sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) Nurses and the Head Nurse of the Unit.

N-7 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.

- N-8** Each Job-Sharer may exchange shifts with her/his partner, as well as with other Nurses, as provided by the Collective Agreement.
- N-9** The Job-Sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work the number of paid holidays that a full-time Nurse would be required to work.
- N-10** COVERAGE:
- (a) It is expected that both Job-Sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Nurse Manager will be notified and will be responsible for booking coverage. Job-Sharers are not required to cover for their partner in the case of prolonged or extended absences.
- (b) For vacation, the Job-Sharing partner will provide the replacement, where possible, and where so provided, this position shall not form part of any unit vacation quota.
- (c) Maternity Leave, and other leaves pursuant to Article 11 of the Full-time/Part-time Collective Agreements:
- In the event that one (1) member of the Job-Sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Nurse Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- If the remaining member cannot cover the leave, other part-time Nurses shall be offered the additional tours.
- N-1 1** IMPLEMENTATION:
- (a) 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.
- (b) An incumbent full-time Nurse willing to share her/his position, may do so without having her/his half of the position posted. The other half of the Job-Sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- If the incumbent full-time Nurse has been working a master rotation schedule, that master rotation shall not be changed due to the Job-Sharing arrangement.
- (c) If one of the Job-Sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining Nurse will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

- (d) Each new Job-Sharing arrangement shall be subject to a six **(6)** month trial period.

N-12 DISCONTINUATION:

Either party may discontinue the Job-Sharing arrangement with sixty **(60)** days' notice. Upon receipt of such notice a meeting shall be held between the parties within **fifteen (15)** days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE 0 -TEMPORARY FULL-TIME VACANCIES

- O-I Full-time Nurses may be considered for temporary full-time vacancies on the same basis as Regular part-time Nurses provided for at Article 10.06(d) of the Central Collective Agreement. Such full-time Nurse will continue to be classified as a **full-time** Nurse and covered by those provisions related to full-time Nurses.

LETTER OF UNDERSTANDING

BETWEEN:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL

(Hereinafter referred to as "the Hospital")

AND:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

RE: ARTICLE 13.03 INNOVATIVE SCHEDULES

The parties agree that schedules, other than those included in Articles 13.01 and 13.02, may be developed in order to improve quality of working life, and support cost-efficiency. When a Nurse on a unit submits in writing a request to work under the innovative scheduling provisions, the Hospital and the Union will meet to consider the request and if there is agreement to proceed, discuss and **finalize** the implementation issues.

DATED at Windsor, Ontario this 18th day of October, 2000.

FOR THE HOSPITAL:

Glenn Stover

Due Reag

Barbara Reuli

Loedel

Janis Burtis

FOR THE UNION:)

Michelle Brossard
Labour Relations Officer

Keri Jelf

Marilyn Waites

LETTER OF UNDERSTANDING

BETWEEN:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL
(Hereinafter referred to as "the Hospital")

A N D:

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

RE: ARTICLE 13.04 UNIT WEEKEND SCHEDULES

In order to meet the Hospital's needs for weekend staff and individual Nurses' preference for working weekends, the parties agree that when a Nurse on a unit submits in writing a desire to work a weekend schedule, the Hospital and the Union will meet to consider the request and if there is agreement to proceed, to discuss the implementation issues which would include but are not limit to;

- Introduction/Discontinuation;
- Averaging of Hours;
- Paid Holiday Bank/Vacation Banks;
- Scheduling Provisions.

DATED at Windsor, Ontario this 18th day of October, 2000.

FOR THE HOSPITAL:

Steady Dwyer
Dire Lead
Barbara Keeli
Dodd
Jane Bauer

FOR THE UNION:

Michelle Brossau
 Labour Relations Officer
Lore Gelf
Marilyn (Lester)

LETTER OF UNDERSTANDING

BETWEEN:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL
(Hereinafter referred to as "the Hospital")

AND:

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

RE: MASTER SCHEDULES FOR PART-TIME NURSES

Whereas the Union tabled a proposal dealing with the issue of Master Schedules for Part-time Nurses during negotiations;

And

Whereas the parties were unable to resolve this outstanding proposal;

And

Whereas Hospital has agreed not to establish Master Schedules for Part-time Nurses;

Therefore

The parties have agreed that this does not preclude the Hospital from developing part-time scheduling guidelines for Nurse Manager that are consistent with the scheduling provisions of the Collective Agreement.

DATED at Windsor, Ontario this 18th day of October, 2000.

FOR THE HOSPITAL:

Gladys Stover
Doree Reed
Lyndora Keeli
Hodel
Janni Bauer

FOR THE UNION:

Michelle Brosseau
Labour Relations Officer
Keri Jelf
Marilyn Whites

LETTER OF UNDERSTANDING

BETWEEN:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL
(Hereinafter referred to as "the Hospital")

AND:

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

RE: ARTICLES C-9 AND K-4

Whereas the Union tabled the following proposals which remained unresolved at the completion of negotiations on April 25th, 2000:

Add NEW provision entitled "C-9" to read as follows:

C-9 **The Employer will pay the Bargaining Unit President/Local Co-ordinator, or Designates, at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours.**

Amend present provision to read as follows:

K-4 **Four Hour Tours of Duty**

The Hospital and the Association agree to the scheduling of four (4) hour tours of duty for part-time Nurses working at Learnington District Hospital.

A four-hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid break period.

The scheduling of four (4) hour tours shall comply with all of the scheduling provisions contained in Article J & K of Appendix 5.

In the event a Nurse is **authorized** to work beyond the scheduled four (4) hour tour, premium pay **will be paid for all hours worked in excess of four (4) in accordance with Article 14 of the Central Hospital Agreement.**

On any unit where four (4) hour tours are scheduled, **Article K-2** will be applied so that all available regular part-time nursing hours are divided equally among the regular part-time Nurses on that unit.

No Nurse shall be scheduled to work solely on four (4) hour tours in any pay period, unless agreed to by the Nurse.

The Hospital will notify the Union and provide specifics of the proposed schedule prior to the posting of a four-hour tour schedule on any unit.

And whereas the parties do not wish to proceed to Local Issues Arbitration on the **above-**referenced issues;

The parties hereby agree to settle the negotiation dispute for the above-referenced proposals pursuant to the decision of the Local Issues Arbitration Board being chaired by Louisa **Davie**.

Where the aforementioned issues are decided on by the **Davie** Arbitration Board, the parties will agree to the awarded language for inclusion in the Appendix 5 – Local Issue as new Articles as **C-9** and **K-4**, respectively;

Where the **Davie** Arbitration Board does not decide the issue, the Union will withdraw the proposal.

DATED at Windsor, Ontario this 18th day of October, 2000.

FOR THE HOSPITAL:

Steady Stover
Diet Lead

Barbara Keeli

Hadel

James Burns

FOR THE UNION: A

Michelle Brossseau
Labour Relations Officer

Keri Fry

Marilyn White

LETTER OF UNDERSTANDING

BETWEEN:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL
(Hereinafter referred to as "the Hospital")

AND:

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

RE: VARIATIONS TO NORMAL TOURS OF DUTY

Notwithstanding Article J-3(d)(ii), and in compliance with the Memorandum of Settlement between the Parties signed January, 1995, the following is a listing to tour variations existing at the time of signing of the Memorandum, and a list of tour variations existing and agreed between the Parties as of January 31, 1996.

Tour Variations Existing April 2000:

PACU / OR / Day Surgery / PASC	0800 – 1600 0830 – 1630 0900 – 1700 1000 – 1800
Emergency Department / Ambulatory Care / Med Surg Clinics	0900 – 1700 0830 – 1630 1000 – 1800 1800 – 0200 1300 – 1700

DATED at Windsor, Ontario this 18th day of October, 2000.

FOR THE HOSPITAL:

Hearty Stover

Due Reed

Barbara Keeli

Rodell

Jan Baran

FOR THE UNION:

Nichelle Brousseau
Labour Relations Officer

Keri Self

Marilyn Whites

APPENDIX A**PELEE ISLAND PROVISIONS**

Re: Full-Time Registered Nurse Position Covering Emergency Room and Pelee Island Nursing Station

The Hospital and the Union agree to the establishment of a full-time Registered Nurse position that will rotate between the Emergency Room of Learnington District Memorial Hospital and the **Pelee** Island Nursing Station. This position will be posted as a full-time position pursuant to Article 10.06(a)(i) of the Collective Agreement and will be filled according to the criteria identified in Article 10.06(c).

The parties further agree that the resulting incumbent full-time Nurse will be treated as a full-time Nurse, with all of the rights, privileges and obligations provided under the terms of the Collective Agreement, except as expressly provided for herein:

1. **Scheduling**

The majority of hours of scheduling for this nursing position will be in the nursing station on **Pelee** Island. Whatever hours are needed to provide for a full-time schedule, not already scheduled on the Island, will be scheduled in the Emergency Department at the Hospital.

2. **Provisions related to work on the Island**

When scheduled for work on **Pelee** Island, the Nurse will be scheduled six (6) continuous days, inclusive of one (1) Sunday, during each stay on the Island. The parties **recognize** that the Clinic is closed on Sundays from November to March but the Nurse must remain on the Island for emergencies.

The Nurse will be paid for a normal daily tour of seven and one-half (7½) hours at her applicable straight time hourly rate for each tour worked, including Sunday.

The Nurse will be scheduled for stand-by for the sixteen (16) hours each day she is not scheduled in the Clinic. Stand-by pay will be paid at the applicable rate under Article 14.07 for all hours scheduled on stand-by.

If a call-back from stand-by is required, the time required for the call-back will be charged against paid but not worked Sunday hours. The flex time/levelling of call-back/Sunday-hours will not carry forward from one trip to the next and the Nurse will not lose any pay if no call-back occurs. Where the Nurse is called back from stand-by and the Nurse has **utilized** all available flex time/levelling hours owing in that week from the paid Sunday hours, call back from stand-by will be paid at the rate of time and one-half (1½) the applicable straight time hourly rate with a minimum guarantee of four (4) hours pay at 1½ times her applicable straight time hourly rate.

3. **Travel Provisions**

Travel costs via ferry or air flight will be paid by the Hospital.

Travel time will be compensated at four (4) hours' pay at the Nurse's applicable straight time hourly rate for each round trip (to and from the Island).

Where the Nurse provides her own transportation for work-related travel on the Island, she will be compensated for travel at the rate of twenty-five cents (**25¢**) per kilometre (**40¢** per mile).

4. Accommodation Provisions

The Nurse will be provided with suitable accommodation while working on the Island at no charge to the Nurse. The basic cost of a telephone will be paid by the Hospital; however, long distance calls of a personal nature will be at the expense of the Nurse.

5. If there are weather conditions or mechanical problems with transportation which prevent the Nurse from reporting for a scheduled tour either on the Island or in the Emergency Department then the Employee shall not suffer a loss of pay for the time lost.

Re: Part time Nurses working on the Island

Up to two part-time Nurses working in the Emergency Room may indicate in writing a desire to work additional tours on **Pelee** Island. If more than two Nurses submit their name, the **Pelee** Island tours will be scheduled to the two most senior.

The following clauses will have application to the part-time **Pelee** Island Nurses:

1. Scheduling provisions;
2. Provisions related to work on the Island;
3. Travel Provisions;
4. Accommodation Provisions;
5. as cited above.