SOURCE	O.N.A.		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	131		
NOMBRE D'EMPLOYÉS			

FULL-TIME

COLLECTIVE AGREEMENT

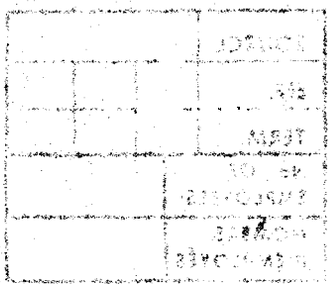
between

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(Hereinafter called the "Hospital")

and

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Association")

EXPIRY: March 31, 1991



APPENDIX 3

FULL-TIME SALARY SCHEDULES

Registered Nurse

	April 1, 1988		April 1, 1989		April 1, 1990	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Start	2575.55	15.85	2627.06	16.17	2732.14	16.81
After 1 year	2673.38	16.45	2766.95	17.03	2877.63	17.71
After 2 years	2715.06	16.71	2810.09	17.29	2922.49	17.98
After 3 years	2763.67	17.01	2860.40	17.60	2974.82	18.31
After 4 years	2825.96	17.39	2931.93	18.04	3049.21	18.76
After 5 years	2881.64	17.73	2989.70	18.40	3109.29	19.13
After 6 years	2944.28	18.12	3054.69	18.80	3176.88	19.55
After 7 years	3013.88	18.55	3126.90	19.24	3251.98	20.01
After 8 years			3173.80	19.53	3300.75	20.31
After 9 years					3350.26	20.62

APPENDIX 4

FULL-TIME SUPERIOR CONDITIONS

Previously existing conditions retained as provided for in the O'Shea interest arbitration award dated October 23, 1981 include the following:

1. Article 5.01 of the previous collective agreement provides that the Hospital will send to the Association, along with its cheque for the dues deducted, a list of the names, addresses and Social Insurance Numbers on whose behalf such deductions have been made. The list shall also include the names of those nurses on leaves of absence, newly hired and those who have terminated their employment in that month.

2. The provisions of Article 13.09 of the previous collective agreement shall be retained:

   "Paternity Leave"

   The Hospital shall grant a paternity leave without pay and without loss of seniority for two (2) weeks which may, at the request of the nurse include the day of delivery.

3. The provisions of Article 17.02 of the previous collective agreement shall be retained:

   "Should a nurse be called in on her scheduled day off, she will be compensated at the rate of time and one-half (1½) her regular rate of pay and another unpaid day off will be scheduled."

CASH-OUT PROVISIONS FROM THE PREVIOUS COLLECTIVE AGREEMENT INCLUDED FOR REFERENCE

20.02 Nurses with five (5) years' continuous service, but less than ten (10) years' continuous service, who terminate their services for any reason, will be permitted to cash out twenty-five percent (25%) of the sick leave bank.

20.03 Nurses with more than ten (10) years' continuous service, who terminate their services for any reason, will be permitted to cash out fifty percent (50%) of their sick leave bank.

20.04 Nurses who retire under any of the terms of the Hospitals of Ontario Pension Plan will be permitted to cash out fifty percent (50%) of their total sick leave bank.

APPENDIX V

LOCAL ISSUES

ARTICLE A - RECOGNITION

A.01 The Hospital recognizes the Association as the sole bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity, by the Orillia Soldier's Memorial Hospital at Orillia, save and except, Head Nurses and persons above the rank of Head Nurse.

ARTICLE B - DEFINITIONS

B.01 An afternoon tour or a night tour shall be any tour which commences or ends between 1900 and 0200 hours.

ARTICLE C - MANAGEMENT FUNCTIONS

C.01 The Association acknowledges that it is the exclusive function of the Hospital to:

(a) maintain order, discipline and efficiency;

(b) hire, retire, direct, classify, transfer, promote, demote, layoff, and discharge, suspend and discipline nurses for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a nurse has been unjustly discharged, suspended or disciplined, may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;

(c) establish and enforce reasonable rules and regulations to be observed by the nurses. The Hospital will furnish the Association with copies of published Hospital rules and regulations, prior to posting same on bulletin board.

(d) generally to manage and operate the Hospital in all respects, in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of nurses required from time to time, the standards of performance for all nurses, and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

C.02 The Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE D - ASSOCIATION COMMITTEES & REPRESENTATIVES (ARTICLE 6)

D.01 (a) Negotiating Committee

The Hospital shall recognize a Negotiating Committee of not more than four (4) nurses who are in the employ of the Hospital, selected by the Association.

(b) Grievance Committee

The Hospital will recognize a Grievance Committee composed of not more than three (3) nurses selected by the Association.

(c) Hospital-Association Committee

This Committee shall be composed of three (3) representatives of the Association who are in the employ of the Hospital, and an equal number of representatives from the Employer. Each party may have alternates to replace a member from time to time.

D.02 Nurse Representatives

The Hospital will recognize eleven (11) nurse representatives from the following areas:

Two (2) each from: Medicine
Surgery

One (1) each from: Paediatrics
Chronic Care
Operating Room & Recovery
Obstetrics & Nursery
Intensive Care Unit
Emergency, and part-time representative

D.03 The Hospital agrees that an officer of the Association or nurse representative shall be allowed a reasonable period of time within regular working hours to interview a newly hired nurse during her orientation period.

ARTICLE E - SENIORITY (ARTICLE 10)

E.01 The Hospital shall post the seniority list on the bulletin board in January and July.

ARTICLE P - LEAVE OF ABSENCE (ARTICLE 11)

F.01 Leave of absence for Association business shall be granted pursuant to the following conditions:

(1) The Association will provide the Hospital with at least two (2) weeks' written notice.

(2) No more than three (3) nurses shall be granted leave at one time.

(3) No more than two (2) nurses shall be granted leave from any one unit.

(4) All such leaves shall not exceed seventy-five (75) days collectively in any one calendar year.

F.02 Subject to Article 11.11 of the Central Collective Agreement the number of nurses off on prepaid leave will be seven (7) at any one time. It is understood that no more than one (1) nurse from any one unit will be off at the same time.

ARTICLE G - HOURS OF WORK & WORKING CONDITIONS (ARTICLE 13)

G.01 Meal time of one-half (½) hour shall be scheduled away from the floor during the nurse's tour, whether day, evening or night.

G.02 A rest period of fifteen (15) minutes will be granted during each half (½) tour.

G.03 If a nurse is prevented by her duties from going to the cafeteria, she will be permitted, with the approval of the Head Nurse or her Immediate Supervisor, to take her meal break at the unit.

G.04 Scheduling - Normal 7.5 Hour Tours

(1) As a general rule, two (2) consecutive days off will be scheduled during each work week. However, schedules may provide for more than five (5), but not more than seven (7) consecutive days of work, except in emergency situations, without days off, provided that four (4) days off are scheduled for each fourteen (14) day period. 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.

(2) Weekly schedules shall be posted four (4) weeks in advance. Requests for specific days off are to be submitted in writing at least seven (7) weeks in advance of the requested time. The Hospital will respond within one (1) week of the request. Any requests for a change in posted schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty with a minimum of twenty-four (24) hours notice.

Full-time nurses will be allowed to arrange change of time with a Relief Nurse, with a minimum of twenty-four (24) hours' notice. Such requests shall be in writing and signed by both nurses involved with the approval of the Head Nurse.

(3) At least two (2) consecutive tours "off duty" normally shall be scheduled when tours of duty are changed, and at least six (6) consecutive tours "off duty" shall be scheduled following night duty, except when a shorter period of time between changes of tour is scheduled by mutual consent.

(4) A nurse is entitled to at least one (1) weekend off in three (3). Should a nurse be required to work three (3) consecutive weekends or more, she shall be paid premium pay as set out in Article 14.03 for the third (3rd) weekend, and for each succeeding weekend worked until a weekend is scheduled off. A weekend shall be defined as fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

(5) In the case of a nurse who normally rotates on at least two (2) of the three (3) tours of duty, the Hospital will endeavour to schedule at least fifty (50%) percent of her tours on the day tour. The Hospital will not schedule nurses to work more than two (2) consecutive weeks of evenings and nights when rotating on these shifts. The above will apply unless mutually agreed otherwise between the nurse and her immediate supervisor.

(6) A nurse who requests specific tours, with the exception of the day tour, on a permanent basis, shall be granted such request whenever possible. Those who are presently employed on specific tours on a permanent basis will not be rotated, except by mutual consent. However, it is understood and

agreed that, from time to time, any nurse undertaking specific tours on a permanent basis shall be rotated for the purposes of re-orientation.

(7) The Hospital shall not assign a nurse to be in charge of a ward, unit or area for the first shift that she is assigned to that unit where the nurse has not worked on the unit for a period of one month or more.

G.05 Extended Tour Scheduling

(1) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where seventy-five (75%) percent of the nurses in a given unit(s) are in favour, and where the Hospital is also in agreement. Following the trial period, the extended tour arrangement will be continued upon agreement of the Hospital. If, at any time following the trial period, either the Hospital or seventy-five (75%) percent of the nurses involved requested the discontinuance of this tour system, it will then be discontinued.

Where the majority of the nurses on the unit(s) in question have voted to initiate the trial period, and where the extended tour arrangement is continued after the trial period, then all the nurses on the unit(s) in question, shall be required to work the extended tour during the trial period and thereafter.

(2) Meal breaks shall consist of a thirty (30) minute lunch, and a thirty (30) minute supper period,

(3) There shall be two (2) fifteen (15) minute rest periods.

(4) A nurse shall receive every second (2nd) weekend off unless otherwise agreed to between the nurse and the Employer.

G.06 In accordance with Article 14.09 of the Central Agreement where a nurse has opted for "time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at time and one-half)". Such time off shall be scheduled at a mutually agreeable time. Such accumulated time shall not exceed 22.5 hours. All hours in excess of 22.5 hours shall be paid out at the applicable rate (i.e. time and one-half (1½)).

G.07 Job Sharing

The parties mutually agree to implement job sharing. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.

2. Total hours worked by the job sharer shall equal one (1) full-time position, The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse of the Unit, Job sharers shall not be requested to work any tours outside of the tours of the full-time position unless otherwise mutually agreed otherwise between the nurse and her Head Nurse.

3. The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.

4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.

5. 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.

6. Job sharers will be given the option to cover their partner during sick leave and vacation, Job sharers should try to arrange with their partner to provide this coverage.

7. All other provisions covering job sharing are contained in the central Part-Time Agreement.

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.

9. An incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted, The other half of the job sharing

position will be posted and selection will be made on the criteria set out in the Collective Agreement.

10. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to her former position. If she does not continue full-time, the position must be posted according to the Collective Agreement,

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.

ARTICLE H - PAID HOLIDAYS (ARTICLE 15)

H.01 The Hospital agrees to recognize the following paid holidays:

New Year's Day	Good Friday
Victoria Day	3rd Monday in February
Thanksgiving Day	Dominion Day
Civic Holiday	Labour Day
Christmas Day	Boxing Day
* Nurse's Birthday	

A nurse will designate another day in the year as the holiday if her birthday falls on one of the other designated holidays.

The second Friday in June will be added to the above paid holidays effective April 1, 1989.

H.02 In general, nurses will alternate with each other in being absent from work on holidays - for instance, a nurse having Christmas Day off might not be allowed off on New Year's Day.

The Hospital will schedule the nurses off a minimum of four (4) consecutive days and will endeavour to schedule them off up to six (6) consecutive days at either Christmas or New Year's. Christmas shall be defined as

any tour which commences on December 24th, 25th and 26th. New Year's shall be defined as any tour that commences on December 31st and January 1st.

H.03 A nurse's preference shall be considered before posting of schedules for any holiday, provided there is no delay in stating the preference. Scheduling of lieu days shall be by mutual consent (within forty (40) days on either side of the holiday.)

ARTICLE I - VACATIONS (ARTICLE 16)

I.01 The vacation fiscal year will be from July 1st to June 30th.

I.02 (a) Nurses shall be entitled to the weekend off prior to commencement of vacation, and at the completion of vacation when total vacation is taken at one time. The Hospital will endeavour to comply should the vacation be split.

(b) Prior to leaving on vacation, nurses shall be notified of the date, and time at which to report for work following vacation.

(c) Nurses shall be given preference with respect to their vacation periods in accordance with seniority.

I.03 Vacation pay shall be included in the salary cheque issued immediately preceding the commencement of the vacation, if so requested in writing at least three (3) weeks in advance of the beginning of vacation.

I.04 Only nurses covered under the terms of the Collective Agreement shall be counted when determining vacation quotas.

ARTICLE J - MALPRACTICE & PROFESSIONAL LIABILITY INSURANCE

J.01 The Hospital provides insurance to cover nurses in the event of any legal action brought against a nurse or nurses in the course of employment with the Hospital.

ARTICLE K - MISCELLANEOUS

K.01 The Hospital shall provide a bulletin board for the use of the Association.

K.02 All written Hospital policies pertaining to nursing shall be made available for all staff to see.

K.03 In accordance with, Article 11.02 of the Central Agreement, the Hospital agrees to submit its account to the local Association at least every three (3) months.

K.04 The Hospital will permit the distribution of Association contracts on the Hospital premises, The time and place for distribution of the contracts will be arranged with Personnel. Distribution will be done by an off duty nurse.

Dated at Sudbury, Ontario, this 13 day of December, 198[illegible].

FOR THE HOSPITAL	FOR ONTARIO NURSES' ASSOCIATION
D. McKee	Maxine Ingalls
Ken Killby	Sheila Kirkland Reg N
	Margaret Sullivan Reg N
	Janet Allison Reg N