

SOURCE	ONA		
EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	23		
NOMBRE D'EMPLOYÉS	23		

COLLECTIVE AGREEMENT

between

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

and

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

EXPIRY: MARCH 31, 1996

JUL 28 1996

05964 (05)

Dated at Niagara Ontario, this 4<sup>th</sup> day of March, 1996

FOR THE EMPLOYER

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

Colleen Morrow ERO  
Mary Ann Malley  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_



**ONTARIO NURSES' ASSOCIATION'**  
**ASSOCIATION DES INFERMIÈRES ET INFIRMIERS DE L'ONTARIO**



**GRIEVANCE REPORT/RAPPORT DE GRIEF**

ON A LO.  
 SECTI ON LOCALE  
 DE L'AIIO  
 GRIEVIOR  
 PLAIGNANTE

EMPLOYER  
 EMPLOYEUR

STEP  
 ÉTAPE

DATE SUBMITTED TO EMPLOYER  
 DATE DE SOUMISSION À L'EMPLOYEUR

DEPARTMENT  
 SERVICE

GRIEVANCE NO.  
 N° DU GRIEF

1. I - -  
 2.  
 3.

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

SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ

SIGNATURE OF GRIEVOR:  
 SIGNATURE DE LA PLAIGNANTE:

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

STEP  
 ONE

PREMIÈRE  
 ÉTAPE

EMPLOYER'S ANSWER/RÉPONSE DE L'EMPLOYEUR

DATE:  
 DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE  
 SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:  
 DATE DE RÉCEPTION PAR LA SECTION LOCALE:

STEP  
 TWO

DEUXIÈME  
 ÉTAPE

EMPLOYER'S ANSWER/RÉPONSE DE L'EMPLOYEUR

DATE:  
 DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE  
 SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:  
 DATE DE RÉCEPTION PAR LA SECTION LOCALE:

TROISIÈME  
 ÉTAPE

EMPLOYER'S ANSWER/RÉPONSE DE L'EMPLOYEUR

DATE:  
 DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE  
 SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:  
 DATE DE RÉCEPTION PAR LA SECTION LOCALE:

APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

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

APPENDIX 3NIPIGON DISTRICT MEMORIAL HOSPITALPAY EQUITY ADJUSTED RATESFULL-TIME SALARIESAPRIL 1, 1993

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.10	\$2778.75
1 Year	18.00	2925.00
2 Years	18.75	3046.88
3 Years	19.78	3214.25
4 Years	20.80	3380.00
5 Years	21.83	3547.38
6 Years	23.11	3755.38
7 Years	24.39	3963.38
8 Years	25.67	4171.38
9 Years	26.96	4381.00
 <u>GRADUATE NURSE</u>		
Start	\$16.21	\$2634.41
1 Year	16.46	2674.15
2 Years	17.13	2783.63

APPENDIX 3NIPIGON DISTRICT MEMORIAL HOSPITALPAY EQUITY ADJUSTED RATESFULL-TIME SALARIESJANUARY 1, 1994

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.38	\$2824.25
1 Year	18.28	2970.50
2 Years	19.03	3092.38
3 Years	20.06	3259.75
4 Years	21.08	3425.50
5 Years	22.11	3592.88
6 Years	23.39	3800.88
7 Years	24.67	4008.88
8 Years	25.95	4216.88
9 Years	27.24	4426.50
 <u>GRADUATE NURSE</u>		
Start	\$16.48	\$2677.55
1 Year	16.71	2715.75
2 Years	17.39	2825.20

APPENDIX 3NIPIGON DISTRICT MEMORIAL HOSPITALPAY EQUITY ADJUSTED RATESFULL-TIME SALARIESJANUARY 1, 1995

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.66	\$2869.75
1 Year	18.56	3016.00
2 Years	19.31	3137.88
3 Years	20.34	3305.25
4 Years	21.36	3471.00
5 Years	22.39	3638.38
6 Years	23.67	3846.38
7 Years	24.95	4054.38
8 Years	26.23	4262.38
9 Years	27.52	4472.00
 <u>GRADUATE NURSE</u>		
Start	\$16.74	\$2720.68
1 Year	16.97	2757.35
2 Years	17.64	2866.77

APPENDIX 3NIPIGON DISTRICT MEMORIAL HOSPITALPAY EQUITY ADJUSTED RATESFULL-TIME SALARIESJANUARY 1, 1996

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.94	\$2915.25
1 Year	18.84	3061.50
2 Years	19.59	3183.38
3 Years	20.62	3350.75
4 Years	21.64	3516.50
5 Years	22.67	3683.88
6 Years	23.95	3891.88
7 Years	25.23	4099.88
8 Years	26.51	4307.88
9 Years	27.80	4517.50
 <u>GRADUATE NURSE</u>		
Start	\$17.01	\$2763.82
1 Year	17.22	2798.94
2 Years	17.90	2908.34



APPENDIX 3NIPIGON DISTRICT MEMORIAL HOSPITALPAY EQUITY ADJUSTED RATESPART-TIME SALARIESAPRIL 1, 1993REGISTERED NURSEREGULAR STRAIGHT  
TIME HOURLY RATE

Start	\$17.10
1 Year	18.00
2 Years	18.75
3 Years	19.78
4 <b>Years</b>	20.80
5 Years	21.83
6 Years	23.11
7 Years	24.39
8 Years	25.67
9 Years	26.96

GRADUATE NURSE

Start	\$16.21
1 Year	16.46
2 Years	17.13

The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable Straight Time Hourly Rate + 13%.

APPENDIX 3NIPIGON DISTRICT MEMORIAL HOSPITALPAY EQUITY ADJUSTED RATESPART-TIME SALARIESJANUARY 1, 1994REGISTERED NURSEREGULAR STRAIGHT  
TIME HOURLY RATE

Start	\$17.38
1 Year	18.28
2 Years.	19.03
3 Years	20.06
4 Years	21.08
5 Years	22.11
6 Years	23.39
7 Years	24.67
8 Years	25.95
9 Years	27.24

GRADUATE NURSE

Start	\$16.48
1 Year	16.71
2 Years	17.39

The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable Straight Time Hourly Rate + 13%.

APPENDIX 3NIPIGON DISTRICT MEMORIAL HOSPITALPAY EQUITY ADJUSTED RATESPART-TIME SALARIESJANUARY 1, 1995REGISTERED NURSEREGULAR STRAIGHT  
TIME HOURLY RATE

Start	\$17.66
1 Year	18.56
2 Years	19.31
3 Years	20.34
4 Years	21.36
5 Years	22.39
6 Years	23.67
7 Years	24.95
8 Years	26.23
9 Years	27.52

GRADUATE NURSE

Start	\$16.74
1 Year.	16.97
2 Years	17.64

The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable Straight Time Hourly Rate + 13%.

APPENDIX 3NIPIGON DISTRICT MEMORIAL HOSPITALPAY EQUITY ADJUSTED RATESPART-TIME SALARIESJANUARY 1, 1996REGISTERED NURSEREGULAR STRAIGHT  
TIME HOURLY RATE

Start	\$17.94
1 Year	18.84
2 Years	19.59
3 Years	20.62
4 Years	21.64
5 Years	22.67
6 Years	23.95
7 Years	25.23
8 Years	26.51
9 Years	27.80

GRADUATE NURSE

Start	\$17.01
1 Year	17.22
2 Years	17.90

The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable Straight Time Hourly Rate + 13%.

APPENDIX 4NIPIGON DISTRICT MEMORIAL HOSPITALSUPERIOR CONDITIONS1. Vacations

- (a) Each full-time nurse hired on or before October 22, 1981, shall be entitled to vacation with pay based on length of continuous service as of the Hospital's vacation entitlement determination date in any year as follows, provided however no vacation days may be taken prior to completion of her probationary period with the Hospital:
- (i) each full-time nurse who has less than one (1) year of continuous service shall be entitled to a vacation with pay at her regular rate of 1.67 days for each completed month of service not to exceed twenty (20) working days;
  - (ii) each full-time nurse who has completed one (1) or more years of continuous' service shall receive an annual vacation of four (4) weeks with pay at her regular rate;
  - (iii) each full-time nurse who has completed twenty (20) or more years of continuous service shall receive an annual vacation of five (5) weeks with pay at her regular rate.
- (b) Vacation pay for regular part-time nurses hired on or before October 22, 1981, shall be calculated on a yearly basis on a percentage of gross wages according to the vacation entitlement applicable to a nurse as follows:
- Four week entitlement - 8%;
  - Five week entitlement - 10%.

2. Sick Leave Provisions

A nurse who was full-time on October 23, 1981, who is laid off, retires or resigns before retirement and has completed at least five (5) years of continuous employment at the date of lay-off, retirement or resignation, shall be entitled to fifty percent (50%) of

unused accumulated sick leave on record to her credit as of such date. However, a nurse who is discharged for just cause is not so entitled.

3. Paid Holidays

If a part-time nurse works on any of the days **recognized** as paid holidays for full-time nurses, she shall be paid at time and one-half her regular straight time hourly rate for all hours worked on such holiday. Where, in addition, she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse), she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

A part-time nurse who qualifies shall be entitled to statutory holiday pay in accordance with the terms regulated by The Employment Standards Act.

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN:

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

AND:

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

ARTICLE 1 - DEFINITIONS

In this Agreement:

- 1.01 "Nurse" shall include only such persons coming within the scope of the bargaining unit described in Article 2.
- 1.02 "Administrator" shall mean the Chief Executive Officer at Nipigon District Memorial Hospital or a person appointed, in writing to act in his absence.

ARTICLE 2 - RECOGNITION

- 2.01 The Hospital **recognizes** the Association as the exclusive bargaining agent of all registered and graduate nurses engaged in a nursing capacity employed by Nipigon District Memorial Hospital, Nipigon, Ontario, save and except the Director of Nursing, the supervisors and persons above the rank of supervisors and persons covered by existing Collective Agreements.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The right to hire, retire, promote, classify, lay-off, recall, demote, transfer, discharge or discipline for just cause, to maintain order, discipline and efficiency

and to establish and enforce reasonable rules and regulations governing the conduct of nurses, is the exclusive function and responsibility of the Hospital. All matters concerning the operation of the Hospital not specifically dealt with herein shall be reserved to the Hospital and be its exclusive responsibility provided these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

#### ARTICLE 4 - RELATIONSHIP

4.01 A representative of the Association will be given an opportunity to interview a newly hired nurse during her orientation period.

#### ARTICLE 5 - COMMITMENT OF REGULAR PART-TIME NURSES

5.01 A regular part-time nurse will make a commitment to be scheduled for:

- (i) four (4) 11.25 hour shifts per pay period; or
- (ii) six (6) 7.5 hour shifts per pay period; or
- (iii) any combination of 7.5 hour shifts and 11.25 hour shifts up to a total of forty-five (45) hours per pay period.

#### ARTICLE 6 - ASSOCIATION REPRESENTATION

6.01 There will be two (2) Nurse Representatives, one (1) full-time nurse and one (1) part-time nurse.

6.02 There will be two (2) nurses on the Negotiating Committee, one (1) full-time nurse and one (1) part-time nurse.

6.03 The Association-Hospital Committee will consist of two (2) representatives from the Association and two (2) representatives from the Hospital.

6.04 There will be two (2) nurses on the Grievance Committee, one (1) executive member and one (1) Nurse Representative.



ARTICLE 7 - GRIEVANCE ARBITRATION HEARINGS7.01 Place of Hearing

Arbitrations shall be heard at Nipigon, Ontario, or at such other places as may be agreed upon by the Association and the Hospital.

ARTICLE 8 - SENIORITY

8.01 Seniority lists will be published in the months of January and July in each year.

8.02 A nurse who is terminating her employment with the Hospital will endeavour to give at least one (1) month's notice except in unusual circumstances.

ARTICLE 9 - LEAVE FOR ASSOCIATION BUSINESS

9.01 Leave for Association business shall be granted on the following conditions:

- (i) accumulative total number of days shall not exceed twenty-five (25);
- (ii) a request for leave shall be made in writing at least four (4) weeks prior to the commencement of the leave, except in unusual circumstances;
- (iii) no more than two (2) nurses shall be given leave at the same time;
- (iv) if having two (2) nurses on leave at the same time would interfere with the Hospital's ability to meet staffing requirements during the leave, the Hospital may limit the number of nurses absent on leave to one (1).

ARTICLE 10 - BULLETIN BOARDS

10.01 The Hospital agrees to provide a bulletin board for the use of the Association. The location of the bulletin board is to be mutually determined.

ARTICLE 11 - MISCELLANEOUS

- 11.01 The Hospital shall provide adequate parking space; plug-ins shall be provided.
- 11.02 The Hospital agrees that wages shall be paid by cheque on every other Thursday. Cheques will be ready by 0730 hours on pay day, except in unusual circumstances, so that night staff may receive them before going home.
- 11.03 The number of nurses that may be absent at any one time under the **Pre-Paid** Leave Plan spelled out in Article 11.11 Central shall be one (1).
- 11.04 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- 11.05 When it has been medically determined that an **employee** is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- 11.06 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE 12 - SCHEDULING

- 12.01 The following scheduling regulations will be observed:
- (a) Normally two (2) consecutive days off will be scheduled after five (5) days of work; however, the schedule may be **arranged** to schedule not more than seven (7) consecutive days of work without ~~two~~ (2) consecutive days off where scheduling under (c) necessitates and as long as four (4) days off are scheduled each fortnight. Premium pay shall be paid for each subsequent consecutive day of work in excess of seven (7) consecutive days until two (2) consecutive days off are scheduled.
- 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) Tour schedules and days off will be posted by the 15th day of each month to cover the following month. Requests for changes in posted time schedules must be submitted in writing to the Director of Nursing and co-signed by the nurse willing to change days off.
- (c) The Hospital will schedule one (1) weekend off in three (3). A nurse will receive premium pay as outlined in the Central Agreement for all hours worked on a third and subsequent consecutive weekend, 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.

For full-time nurses working extended tours, the premium will apply to work on a second and subsequent consecutive weekend.

- (d) A nurse will be scheduled off for five (5) consecutive days at either Christmas (to include December 24th, December 25th and December 26th) or at New Year's (to include December 31st and January 1st), except in areas where the nursing complement is not normally scheduled to work weekends and statutory holidays.

The scheduling objectives, other than (d) will not be operative during the period of December 15th to January 15th.

- (e) A nurse requesting afternoon or night tour on a permanent basis may be granted such request when a vacancy exists. Nurses who, on the day of execution of this Agreement, are employed on a day tour on a permanent basis will not be required to rotate over three (3) tours as a condition of continued employment.
- (f) In cases of illness, nurses shall notify the Hospital as far in advance of their shift starting

time as possible.

- (g) The Hospital will endeavour to provide that a nurse who normally rotates shall be scheduled to work at least fifty percent (50%) of her work tours on day shift averaged over a seven (7) week period.
- (h) The Hospital will schedule two (2) consecutive tours off between a change of tour and at least forty-eight (48) hours off following night duty. Except where the nurse agrees to such short change, premium pay shall be paid for the first tour worked as the result of such short change.
- (i) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
  - (i) nurses who wish to be considered for additional tours must indicate their **availability** in the manner prescribed by the Hospital;
  - (ii) it is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
  - (iii) when a regular part-time nurse accepts an additional tour, **she/he must** report for that tour unless arrangements satisfactory to the Hospital are made;
  - (iv) provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice;
  - (v) a tour will be deemed to be offered whenever a call is placed.

#### ARTICLE 13 - VACATION SCHEDULING

- 13.01 For the purposes of calculating the amount of vacation earned, the vacation year shall be regarded as being May 1st to April 30th.

- 13.02 The Hospital will endeavour to schedule as the weekend off the weekend prior to a nurse's vacation.
- 13.03 A nurse may request to take her vacation at any time of the year and the Hospital will attempt to schedule vacations accordingly. In the event of conflict between two (2) nurses as to the timing of vacations, seniority will govern. However, once a nurse has indicated a preferred vacation period, she may not then exercise seniority rights to change the stated period.
- 13.04 Vacation requests for the months of June, July and August shall be submitted to the Hospital in writing no later than April 15<sup>th</sup> in any year. Vacation schedules for those months shall be posted by the 15<sup>th</sup> of May. Vacation requests for other times of the year shall be made in writing to the Hospital at least eight (8) weeks in advance of the requested vacation time. The Hospital shall reply in writing within three (3) weeks of the receipt of the vacation request.
- 13.05 The Hospital in its discretion may permit a nurse to carry over one-half (1/2) of the annual vacation entitlement to the following year provided satisfactory scheduling can be arranged during the nurse's extended vacation period. A nurse who is permitted to carry over one-half (1/2) of her vacation entitlement to the following year and who wishes to take an extended vacation as a result must take the extended vacation during the period October 1<sup>st</sup> to April 30<sup>th</sup>. Unless permission to carry over vacation has been granted by the Hospital, the nurse must take off her year's vacation credits by April 30<sup>th</sup> in any year.
- 13.06 Each regular part-time nurse shall be entitled to vacation time off without pay based on length of continuous service and in accordance with Article 16 of the Central Agreement.
- No vacation days shall be taken prior to the completion of the probationary period.
- 13.07 Vacation pay for casual and regular part-time nurses shall be calculated on a yearly basis to the date of the last pay period in April of each year and shall be paid to the nurse on the first regular pay day in May of each year.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following are the paid holidays referred to in 15.01 of the Central Agreement:

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

14.02 If a full-time nurse chooses to receive another day off with pay as provided in the Central Agreement, the following rules will apply:

- (a) The lieu day off must be taken at a mutually agreeable time on a day within thirty (30) days of the paid holiday.
- (b) If the lieu day off cannot be taken within thirty (30) days of the paid holiday, the lieu day off will be scheduled as soon as is practicable thereafter at a mutually agreeable time.
- (c) The full-time nurse shall be permitted to accumulate up to a total of five (5) lieu days off. It is agreed that the full-time nurses will make every possible effort to take accumulated lieu days off one at a time rather than collectively unless circumstances dictate that an exception be made to this rule.

14.03 A tour that begins or ends during the twenty-four (24) hour period 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.

ARTICLE 15 - COMPENSATING PAID TIME OFF FOR OVERTIME

15.01 Where a full-time nurse chooses to take her overtime off in premium time with pay in accordance with Article 14.09, the time off with pay will be scheduled at a time mutually agreed upon between the Director of Nursing and the nurse. Time off must be taken within three (3) months of earning the overtime, otherwise it will be paid

out in accordance with Article 14.09.

ARTICLE 16 - EXTENDED TOURS

16.01 Objective

To establish extended tours for Registered and Graduate Nurses.

16.02 Introduction and Discontinuation of Extended Tours (longer daily tour)

- (a) Extended tours shall be introduced into any unit when:
- (i) eighty percent (80%) of the nurses 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.
- (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 because of
    - (1) adverse affects on patient care, or
    - (2) inability to provide a workable staffing schedule, or
    - (3) a wish to do so for other reasons which are neither unreasonable nor arbitrary,
 states its intention to discontinue extended tours.
- (c) When notice of **discontinuation** is given by either party in accordance with paragraph (b) above,:
- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - (ii) where it is determined that extended tours

will be discontinued, affected nurses shall be given forty-five (45) days' notice before the schedules are so amended.

16.03 Trial Period

The parties agree that a trial period for extended tours will be no longer than six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated by both nursing administration and the nurses. Extended tours' will be continued if eighty percent (80%) of the nurses affected so indicate by secret ballot cast at the end of the trial period and upon agreement of the Hospital; such agreement shall not be withheld in an unreasonable or arbitrary manner.

16.04 Participation

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

16.05 Hours of Work

Normal tour hours on the nursing floor will be from 0730 to 1930 and 1930 to 0730. Should a seven and one-half (7 1/2) hour tour be scheduled, the normal tour hours will be:

0730 - 1530;  
1530 - 2330; or  
2330 - 0730.

The Emergency Department seven and one-half (7 1/2) hour day tour will be 0800 - 1600.

The starting and stopping times of the tours may be amended by mutual agreement between the parties.

16.06 Meal and Rest Periods

Normally, the meal **and rest** periods will be scheduled as follows:

two (2) fifteen (15) minute paid rest periods; and

two (2) thirty (30) minute meal periods of which forty-five (45) minutes is unpaid.



16.07      Scheduling

The following regulations shall govern the scheduling of work for nurses working extended tours:

- (i)      the Hospital shall schedule each full-time nurse every second weekend off;
- (ii)     the Hospital shall endeavour to schedule each regular part-time nurse every second weekend off and shall schedule each regular part-time nurse every third weekend off;
- (iii)    nurses will not be required to work more than three (3) consecutive extended tours;
- (iv)     the Hospital will endeavour to provide that a nurse who normally rotates shall be scheduled to work at least fifty percent (50%) of her work tours on day shift averaged over an eight (8) week period;
- (v)      all other scheduling regulations which apply to nurses working the regular daily tour as provided in Article 12.01 of Appendix 5, except (a), (c), sentence 1, (e) and (g) .

ARTICLE 17 - JOB-SHARING

If the Hospital agrees to a job-sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- 17.01      Job-sharing requests with regard to full-time positions shall be considered on an individual basis.
- 17.02      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.
- 17.03      The above schedule shall conform with the full-time scheduling provisions of the Collective Agreement.
- 17.04      Each job-sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- 17.05      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.

17.06 (a) Coverage

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 Unit Supervisor must be notified to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Agreements

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit Supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

17.07 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.

17.08 Any 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.

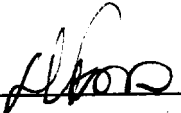
17.09 If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

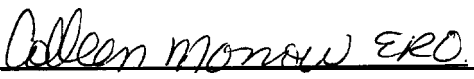
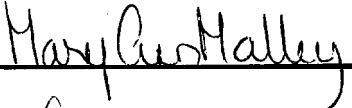

Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or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

DATED at Nipigon, Ontario, this 4<sup>th</sup> day of March, 1996.

FOR THE HOSPITAL

  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

RE: SCHEDULING

The parties agree that during the life of the Collective Agreement, they will look at the Hospital scheduling in an attempt to provide a schedule which will give part-time nurses (as well as full-time nurses) every other weekend off.

DATED at Nipigon, Ontario, this 4<sup>th</sup> day of March, 1996.

FOR THE HOSPITAL

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\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

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

DATE/TIME OF OCCURRENCE DATE/HEURE DE L'INCIDENT _____	DATE TO EMPLOYER DATE DE NOTIFICATION À L'EMPLOYEUR _____	
AGENCY ORGANISME _____	WARD SERVICE _____	SHIFT ÉQUIPE _____
TYPE OF CARE TYPE DE SOINS _____	BED CAPACITY Nbre de LITS _____	PATIENTS (#) Nbre de PATIENTS (#) _____
STAFFING EFFECTIF PRÉSENT _____	USUAL STAFFING EFFECTIF NORMAL _____	

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

