

COLLECTIVE AGREEMENT

between

DRYDEN REGIONAL HEALTH CENTRE
(hereinafter referred to as the "Hospital")

and

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

~

EXPIRY: MARCH 31, 2001

06075 (07)

APPENDIX 3

DRYDEN REGIONAL HEALTH CENTRE

PAY EQUITY ADJUSTED RATES

Head Nurse, Nurse(s) Health and Discharge Planner						
	April 1, 1998	April 1, 1999	April 1, 2000			
	HN, EH,	HN, EH,	HN, EH,			
Start	19.91	20.31	Deleted			
Monthly	3235.38	3300.38				
1 Year	20.91	21.33		21.87	Start	
Monthly	3397.88	3466.13		3553.88		
2 Years	21.72	22.15		22.71	1 Year	
Monthly	3529.50	3599.38		3690.38		
3 Years	22.83	23.28		23.87	2 Years	
Monthly	3709.88	3783.00		3878.88		
4 Years	23.95	24.43		25.04	3 Years	
Monthly	3891.88	3969.88		4069.00		
5 Years	25.04	25.54		26.19	4 Years	
Monthly	4069.00	4150.25		4255.88		
6 Years	26.43	26.96		27.63	5 Years	
Monthly	4294.88	4381.00		4489.88		
7 Years	27.78	28.34		29.05	6 Years	
Monthly	4514.25	4605.25		4720.63		
8 Years	29.20	29.78		30.54	7 Years	
Monthly	4745.00	4839.25		4962.75		
9 Years	30.63	31.25		32.02	8 Years	
Monthly	4977.38	5078.13		5203.25		

GRADUATE NURSE						
	April 1, 1998	April 1, 1999	April 1, 2000			
	GN	GN	GN			
Start	17.38	17.73		19.08		
Monthly	2824.25	2881.13		3100.5		

ASSISTANT HEAD NURSE						
	April 1, 1998	April 1, 1999	April 1, 2000			
		AHN		AHN		AHN
Start		19.12		19.50	Deleted	
Monthly		3107.00		3168.75		
1 Year		20.15		20.56		21.08
Monthly		3274.38		3341.00		3425.50
2 Years		20.94		21.36		21.90
Monthly		3402.75		3471.00		3558.75
3 Years		22.02		22.46		23.03
Monthly		3578.25		3649.75		3742.38
4 Years		23.13		23.59		24.19
Monthly		3758.63		3833.38		3930.88
5 Years		24.20		24.68		25.31
Monthly		3932.50		4010.50		4112.88
6 Years		25.48		25.99		26.64
Monthly		4140.50		4223.38		4329.00
7 Years		26.90		27.45		28.13
Monthly		4371.25		4460.63		4571.13
8 Years		28.26		28.83		29.55
Monthly		4592.25		4684.88		4801.88
9 Years		29.64		30.24		30.99
Monthly		4816.50		4914.00		5035.88

APPENDIX 4

DRYDEN REGIONAL HEALTH CENTRE

SUPERIOR CONDITIONS

1. Association Security

The Hospital will send to the Association once each month its cheque for the dues **so** deducted, along with a list of names and Social Insurance Numbers of the nurses from whose pay deductions have been made, including the names **of** those on leave of absence or who have terminated their services that month.

2. Paid Holidays

If a part-time nurse works on a designated holiday as per Article I.1 of Appendix 5, she or he shall be paid at time and one-half of the regular straight time hourly rate for all hours worked on such holiday. Where in addition, she or he is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse) she or he shall receive two times her or his regular straight time hourly rate for such additional hours worked.

3. Vacations

The following will apply to nurses hired prior to October 23, 1981:

- (a) Full-time nurses with eighteen (18) years of service or more shall be entitled to an annual additional five (5) working days vacation with pay.
- (b) If a full-time nurse works or receives paid leave for less than 1525 hours in the vacation year, she or he will receive vacation pay based on eight percent (8%) of her or his gross salary for that vacation year.
- (c) Vacation pay for regular part-time nurses who were employed by the Hospital prior to October 23, 1981, shall be calculated on the basis of eight percent (8%) of gross salary for work performed for that vacation year.
- (d) Vacation pay for regular part-time nurses who were hired prior to October 23, 1981, shall be calculated on the following basis:
 - (i) a regular part-time nurse who has less than two hundred (200)

tours worked with the Hospital calculated from the date of her or his last hire, shall receive vacation pay calculated in accordance with The Employment Standards Act;

(ii) a regular part-time nurse who has more than two hundred (200) tours worked with the Hospital calculated from the date of her or his last hire, shall receive vacation pay calculated on the basis of eight percent (8%) of gross salary for work performed for that vacation year.

(e) Vacation pay for casual part-time nurses shall be calculated in accordance with The Employment Standards Act.

4. Health Programs

Health Examinations - pre-employment and annual health examinations will be scheduled by the Hospital. These examinations will include chest x-ray and/or test for tuberculosis, as specified in Clause 66 of Regulation 865 under The Public Hospitals Act.

Immunization - a nurse, upon request, may receive immunization at the Hospital's expense.

5. Educational Allowance

Salary recognition for additional preparation, the skills of which are utilized in the classification of employment of the nurse, will be provided as follows:

Special Course or N.U.A. \$15.00 monthly.

6. Sick Leave

The following will apply to nurses hired prior to October 1, 1977:

(a) Fifty percent (50%) of unused leave shall be paid to any nurse upon separation after ten (10) years of continuous service (two thousand (2000) tours for part-time nurses), calculated at the 1st of October, 1977.

(b) Upon retirement at age sixty-five (65) and with a minimum of five (5) years' continuous service (one thousand (1000) tours for part-time nurses), fifty percent (50%) of accumulated illness allowance will be paid to any nurse.

(c) Full-time nurses employed prior to June 1, 1975, who elected to join H.O.O.D.I.P., will continue to retain unused illness allowance

accumulated prior to August 22, 1975. Nurses who continued under the previous Plan after August 22, 1975, shall retain unused illness credit allowance accumulated until their status changed and/or they enrolled in H.O.O.D.I.P. This allowance shall be paid in accordance with (a) and (b) above.

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN:

DRYDEN REGIONAL HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

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

ARTICLE A - RECOGNITION

A.1 The Hospital recognizes the Association as the bargaining agent of all registered and graduate nurses employed at Dryden Regional Health Centre at Dryden, Ontario, save and except Nursing Co-ordinators and persons above the rank of Co-ordinator/Unit Manager.

ARTICLE B - DEFINITIONS

B.1 "Supervisor" or "Immediate Supervisor" when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE C - MANAGEMENT RIGHTS

C.1 The Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the nurse(s), which rules and regulations are primarily designed to safeguard the interests of the patients in the Hospital;

- (b) hire, retire, discharge, transfer, promote, demote, lay-off, suspend and otherwise discipline nurse(s) for cause provided that a claim of unjust promotion, demotion or transfer or a claim that a nurse(s) has been unjustly discharged or disciplined may be the subject of a grievance and may be dealt with as hereinafter provided.

C.2 The Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE D - COMMITMENT OF REGULAR PART-TIME NURSES

D.1 Regular part-time nurses shall be available for work on the following basis:

- (a)
 - (i) nurses working 7.5 hour tours must be available for a pre-scheduling of at least fifteen (15) tours over a six (6) week period;
 - (ii) nurses working extended tours must be available for a pre-scheduling of at least ten (10) tours over a six (6) week period;
- (b) must be available for scheduling two (2) weekends in four (4);
- (c) must be available for scheduling on six (6) paid holidays, including either Christmas or New Year's;
- (d) must be available for scheduling two (2) shifts out of three (3) unless mutually agreed otherwise.

ARTICLE E - COMMITTEES AND REPRESENTATIVES

E.1 Nurse Representative

The Hospital will recognize a Nurse Representative for each defined unit in the Hospital.

E.2 Grievance Committee

A Grievance Committee of not more than four (4) nurses employed by the Hospital. This will include the Chairperson or designate.

E.3 Negotiating committee

A Negotiating Committee of not more than four (4) nurses employed by the Hospital.

E.4 Hospital-Association Committee

The Committee shall be composed of up to four (4) nurses to act on behalf of the Local Association and up to four (4) Nurse Representatives of the Hospital.

E.5 Professional Development Committee

There shall be a Professional Development Committee composed of at least two (2) representatives of the Association and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.

ARTICLE F - ARBITRATION HEARINGS

F.1 Arbitrations shall be heard at Dryden, Ontario, or at such other places as may be agreed upon by the Association and the Hospital.

ARTICLE G - POSTING OF CONFERENCES

G.1 All conferences shall be posted in advance on bulletin boards to enable interested nurses to apply and selection shall be made from among these applications.

ARTICLE H - ASSOCIATION BUSINESS

H.1 Not more than one (1) nurse from any one area and a maximum of four (4) nurses, including the President, shall be absent at any one time.

H.2 Revised copies of the seniority list will be posted and supplied to the Association as of the first full pay period in February and September of each year.

ARTICLE I - PAID HOLIDAYS

I.1 For the purposes of this Agreement, the following shall be recognized as paid holidays for full-time nurses:

- | | |
|--------------------|------------------------|
| New Year's Day | 2nd Monday in February |
| Good Friday | Victoria Day |
| 2nd Monday in June | Canada Day (July 1st) |
| Civic Holiday | Labour Day |

Thanksgiving Day
Christmas Day (December 25th)

Remembrance Day
Boxing Day (December 26th)

- I.2 (a) Full-time nurses will receive premium pay as provided in Article 14.03. Lieu days as provided in Article 15.04 and Article 15.05 shall be scheduled at a mutually agreeable time. Such nurses shall be allowed to accumulate a maximum of three (3) paid holidays to be taken at a mutually agreeable time.
- Nurses will be able to utilize .5 of a lieu day or vacation day in conjunction with a full lieu day in order to have a full 11.25 hour tour off. If a nurse does not have more than one (1) full lieu day to her or his credit or 3.75 hours of vacation time, she or he will be able to use 3.75 hours of absent time in order to have a full 11.25 hour tour off.
- (b) Nurses on stand-by duty on a paid holiday and required to work shall be paid premium pay as provided in Article 14.03 and be scheduled a lieu day at a mutually agreeable time.
- (c) For the above holidays, the twenty-four (24) hour period of the holiday will be from 2330 hours the evening before the holiday until 2330 hours the evening of the holiday.
- I.3 The Hospital will arrange for paid holidays off to be divided equitably amongst the nurses in the same unit.

ARTICLE J -VACATIONS

- J.1 The vacation entitlement determination date will be March 31st.
- J.2 No vacation days may be taken prior to completion of a nurse's probationary period or six (6) months continuous service with the Hospital, whichever is the lesser.
- J.3 Vacations cannot become cumulative from year to year. However, the Chief Executive Officer or designate may, in his discretion, authorize a nurse to carry over her or his annual vacation entitlement to the following year upon written application by the nurse.
- J.4 Nurses may be entitled to the weekend off at the completion of vacation.
- J.5 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report to work following vacation.
- J.6 Vacation pay for full-time nurses shall be included in the salary cheque

issued immediately preceding the commencement of vacation, if requested by the nurse at least one (1) week prior to the issuance of the salary cheque.

Part-time nurses will receive the vacation pay in one (1) lump sum on the first pay period in December.

For those part-time nurses who work in excess of 1100 hours in the preceding year, the additional vacation pay will be paid on the first pay in February on a separate cheque.

J.7 The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital. In scheduling vacation requests, preference will be given in accordance with their seniority, provided the employee exercises this right by the dates established below, after which time vacation requests will be scheduled on a first-come-first-serve basis. Requests for vacation will not be unreasonably denied. Nurses will make vacation requests as follows:

- (a) Requests for vacation time from April 1st to September 30th shall be submitted by February 15th. Vacation time shall be posted by May 1st.
- (b) Requests for vacation time from October 1st to March 31st shall be submitted by August 15th. Vacation time shall be posted by September 1st.
- (c) Subject to the foregoing, vacation requests received after February 15th or August 15th will be considered on the basis of date of receipt. In the event of a dispute, seniority will prevail. The Hospital will respond to the nurse within two (2) weeks.
- (d) Once a nurse has indicated a preferred vacation period, she or he may not exercise seniority rights to change this stated period. Posted vacation time shall not be changed without mutual consent of the nurses and the Hospital.

ARTICLE K - MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE

K.1 The Hospital agrees to provide liability 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 L - BULLETIN BOARDS

L.1 The Hospital shall provide bulletin boards for the use of the Association.

ARTICLE M - CAFETERIA SERVICE

M.1 Cafeteria service or suitable substitute will be made available.

ARTICLE N - SCHEDULING GUIDELINES

N.1 Normally, two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days.

N.2 Tours of duty schedules shall be posted four (4) weeks in advance and shall cover a four (4) week period. 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. Such requests shall be subject to approval by the Hospital and shall not in any event result in additional cost to the Hospital.

N.3 At least two (2) tours off shall be scheduled when tours of duty are changed, unless a mutually agreed upon exchange of tours is arranged between two (2) nurses.

N.4 A nurse is entitled to at least two (2) weekends off in a four (4) week period. She or he shall be paid the premium pay as provided in Article 14.03 for all hours worked on a third and subsequent consecutive weekend, save and except where:

- (a) such weekend has been scheduled by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.

Definition of a Weekend

For the purpose of this section, a weekend shall be defined as a period of fifty-six (56) consecutive hours from the completion of the Friday day shift until the beginning of the Monday day shift.

N.5 Where a full-time nurse normally rotates on at least two (2) of the three (3) tours of duty or rotates on an extended tour schedule, at least fifty percent (50%) of her or his tours shall be scheduled on the day tour.

N.6 Where a nurse normally rotates on at least two (2) of the three (3) tours of duty, at least fifty percent (50%) of her or his tours shall be scheduled on the day tour.

N.7 A nurse requesting specific tours on a permanent basis shall be granted such request when possible.

N.8 Nurses will only be scheduled to work days/evenings or days/nights unless mutually agreed otherwise.

N.9 If a nurse accepts a casual shift, it will be her or his responsibility to work that shift unless the nurse is ill or the Hospital mutually agrees it will not be required. If, after the shift is accepted, the nurse decides she or he does not wish to work that shift, the nurse must follow the procedure for requesting absent time.

N.10 Regular Part-Time Scheduling

The Hospital agrees to schedule regular part-time nurses according to their commitment on the posted schedule.

All regular part-time nurses will be scheduled up to their commitment hours before any casual part-time nurses are utilized.

When regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses, subject to S.6, on an equitable basis, prior to offering tours to casual nurses, subject to the following:

- (a) Regular part-time nurses who wish to be pre-scheduled for additional tours over and above their commitment, must indicate their availability in writing. This availability will remain valid until changed by the nurse.
- (b) A tour will be deemed to be offered whenever a call is placed.
- (c) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- (d) When a regular part-time nurse accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made. When no regular part-time nurse accepts the offer to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority.

N.11 The master schedule from previous years will be maintained to be used in

subsequent years.

A nurse will be scheduled off work for not less than four (4) consecutive days at either Christmas or New Year's in alternate years, unless otherwise mutually agreed. For the purposes of this provision, job-sharers will be considered as regular part-time.

Time off at Christmas will include Christmas Eve Day, Christmas Day and Boxing Day and New Year's will include New Year's Eve Day, New Year's Day and January 2nd. For clarity, time off will include all shifts from 0730 hours December 24th to 0730 hours December 27th and 0730 hours December 31st to 0730 hours January 3rd.

The scheduling provisions in Article N will be waived between December 15th and January 15th to provide for Christmas and New Year's scheduling.

Nurses will have the opportunity to self-schedule for the period December 15th to January 15th. It is understood that the scheduling guidelines in this provision will be followed.

For the purpose of self-scheduling, nurses will have until October 15th to work on the schedule. The Hospital will post the final schedule by November 1st.

ARTICLE O - EQUIVALENT TIME OFF

- O.1 Overtime as provided in Article 14.09 where a full-time nurse chooses equivalent time off, such time off will be taken at a mutually agreeable time, within one hundred and twenty (120) working days, it being understood that such time will not exceed seventy-five (75) hours.

ARTICLE P - STANDBY

- P.1 (a) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- (b) Scheduled standby assignments will be distributed equitably amongst the nurse(s) in any unit utilizing standby.
- P.2 Nurse(s) shall be permitted to exchange their standby assignments.
- P.3 (a) A full-time nurse(s) will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the nurse(s) and the Hospital.

- (b) When a full-time or part-time nurse(s) is scheduled for standby on a weekend, she or he is considered to be "working" the weekend for purposes of Article N.4.

- P.4 Nurse(s) scheduled for standby shall be provided with beepers.
- P.5 Standby schedules will not be reassigned without consultation with the nurse(s) whose schedule is being changed.
- P.6 Where a nurse(s) has been called in from standby and worked the hours after 2400 hours, such nurse(s) will not be required to work the day shift unless she or he does so by mutual agreement between the nurse(s) and the Hospital.
- P.7 The Hospital will provide the nurse with forty-eight (48) hours notice if standby is to be cancelled. If a nurse is cancelled with less than forty-eight (48) hours' notice, premium pay as per Article 14.03 shall apply to the first shift of the next schedule.

ARTICLE Q - EXTENDED TOURS

- Q.1 Introduction: Extended tours shall be introduced into any unit when:
- (i) a minimum percentage of the nurses on the unit indicate by secret ballot their acceptance of the extended tour arrangement. The percentage will be established by the Association and the Hospital will be notified of that percentage; and
 - (ii) there is sufficient and suitable staffing complement available to enable the extended tour program and resultant work schedules to function: and
 - (iii) the Hospital agrees to implement the extended tours. Such arrangement shall not be withheld in an unreasonable or arbitrary manner.

Q.2 Trial Period

The parties agree that extended tours will be introduced on a trial period basis on individual wards or units as mutually agreed and the individual trial period shall not exceed twenty-four (24) weeks. The parties agree to meet at the local level to evaluate the program after eight (8) and sixteen (16) weeks to ascertain the wishes of the Hospital and the nurses as to the continuation beyond the initial twenty-four (24) week trial period.

Q.3 Participation

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

Q.4 Hours of Work

- (a) Normal tour hours 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.

- (b) Scheduling of Meal Periods and Relief Periods

Regular tours:

D fifteen minutes (15) -thirty minutes (30) -fifteen minutes **(15)**.

E thirty minutes (30) -fifteen minutes (15) -fifteen minutes (15).

N fifteen minutes **(15)** -thirty minutes (30) -fifteen minutes (15).

Extended tours:

D fifteen minutes (15) (paid) -thirty minutes (30) (unpaid) -fifteen minutes (15) (paid) -thirty minutes (30) (fifteen minutes (15) (paid) fifteen minutes **(15)** (unpaid)).

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

Q.5 Effective date of ratification:

Scheduling

Nurses on extended tours will not be scheduled to work more than three (3) consecutive days or more than *two* (2) consecutive weekends and shall receive premium pay as provided in Article 14.03 for all hours worked on the fourth and subsequent extended tour or the third and subsequent consecutive weekend, save and except where the nurse involved requests such work or such work results from a change of shift with another nurse. It being understood that nurses will be scheduled off at least *two* (2) weekends

in four (4).

Articles N.2, N.6, N.8 and N.9 also apply.

Definition of a Weekend

For the purpose of this section, a weekend shall be defined as a period of sixty (60) consecutive hours from the completion of the Friday day shift until the beginning of the Monday day shift.

Q.6 Shift Alterations

To deal with unusual circumstances which result in a disruption of normal scheduling such as Christmas/New Year period, the Hospital shall have the right to revert the unit back to the standard three (3) tour arrangement for a maximum four (4) week period.

Q.7 Discontinuation

Extended tours may be discontinued on any unit when:

- (i) the minimum percentage established by the Association indicate by secret ballot their wish to discontinue; or
- (ii) the Hospital states its intention to discontinue the extended tours in the schedule because of:
 - (1) adverse effects on patient care,
 - (2) inability to provide a workable staffing schedule,
 - (3) where the Hospital wishes to do so for other reasons which are neither arbitrary nor unreasonable.

It is agreed that should either party wish to discontinue the extended tours, a meeting will be held to discuss the matter prior to notice of termination being given.

In any event, written notice advising the other party of one party's wish to discontinue the extended tours must be given at least six (6) weeks prior to the date such party wishes to return to work as set out in the Collective Agreement.

ARTICLE R – PRE-PAID LEAVE

R.1 The number of nurses that may be absent at any one time as provided in Article 11.11 (c) will be one (1) full-time and one (1) part-time.

ARTICLE S - JOB-SHARING

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

S.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the appropriate number and location of each shared position.

S.2 Total hours worked by the job-sharer shall equal one (1) full-time position. The schedule of this position will be mutually agreed between the Hospital and the two (2) nurses.

S.3 The above schedules shall conform with the full-time scheduling provisions of the Collective Agreement.

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

S.5 Job-sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

S.6 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 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.

Vacations, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Agreement

(b) 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 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.

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

Agreement.

S.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.

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

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

S.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 T - WORKERS' COMPENSATION AND L.T.D.

T.1 The Hospital will notify the President of the Bargaining Unit on a quarterly basis 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.

T.2 When it has been medically determined that a nurse(s) is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with a Staff Representative of the Ontario Nurses' Association and the Local Representative to discuss the circumstances surrounding the nurse(s)' return to suitable work.

T.3 The Hospital agrees to provide the nurse(s) with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE U -VIOLENCE

- U.1 The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of nurse(s) will be condoned in the workplace. Any nurse(s) who believes the situation to be abusive shall report this to the immediate Supervisor who will make every reasonable effort to rectify the abusive situation.

- U.2 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of nurse(s) presented in that forum.

- U.3 The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her or his work. Such information shall be submitted in writing to the Association as soon as possible.

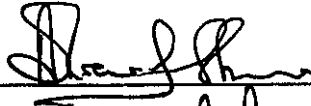
- U.4 The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eye glasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her or his work.

ARTICLE V - WEEKEND PREMIUM

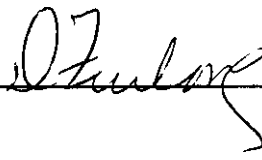
- V.1 Weekend premium will be paid from 2330 hours Friday until 2330 hours Sunday.

DATED at Dryden, Ontario, this 30th day of January, 2002.

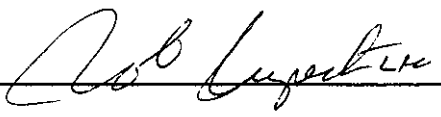
FOR THE HOSPITAL



W.R.H.



FOR THE ASSOCIATION



CMS

LETTER OF UNDERSTANDING

BETWEEN:

DRYDEN REGIONAL HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

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

RE: REGULAR PART-TIME COMMITMENT


The parties agree to the following during the term of this Collective Agreement and further agree to discuss these issues during the next round of Local Issues bargaining.


The parties agree that:

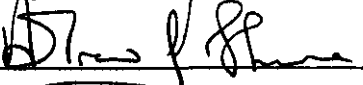
- 1. Regular part-time nurses shall be available for work on the following basis:
 - (a) Nurses working 7.5 hour tours must be available for a pre-scheduling of at least eighteen (18) tours over a six (6) week period.
 - (b) Nurses working extended tours must be available for a pre-scheduling of at least twelve (12) tours over a six (6) week period.
- 2. The Hospital agrees to schedule the regular part-time nurses according to a fixed master rotation.

DATED at Dryden, Ontario, this 30th day of January, 2002.

FOR THE HOSPITAL







FOR THE ASSOCIATION

