

SOURCE	Union		
REF.	96	04	28
TERM.	98	03	31
NO. OF EMPLOYEES	40		
NOMBRE D'EMPLOYÉS	44		

COLLECTIVE AGREEMENT

- between -

ANSON GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

- and -

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

FULL-TIME and PART-TIME

EXPIRY: March 31, 1998

12023 (01)

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APPENDIX 4

SUPER CONDITIONS

NOTE 10.03 Seniority for a part-time employee will be credited to the date of last hire on the basis of:

- (a) prior to April 1982, 125 tours equivalent to one (1) year of seniority;
- (b) after April 1982, 200 tours equivalent to one (1) year of seniority.

Ambulance Escort

- NOTE: 14.11
- (a) Nursing staff escorting patients on Medivacs and returning immediately will be reimbursed at the rate of time and one-half for the duration of the transfer. For purposes of calculation, time paid will commence when the employee enters the Hospital to prepare for the transfer. Similarly, the transfer will be deemed completed when the employee leaves the Hospital to return home.
 - (b) In the event that an employee is called and a transfer time arranged following which a delay is encountered, the employee will be reimbursed at straight time for the waiting period prior to her arrival at the Hospital. Payment of this nature would only be approved in the event inconvenience is caused to the employee as a result of our inability to confirm a definite departure time.
 - (c) In the event a new departure time is established later in the day, allowing the employee to carry on normal activities, waiting time will not be paid.
 - (d) Unexpected overnights as a result of poor weather conditions or flight arrangements will be paid at time and one-half for the duration of the trip, less sleep time.

APPENDIX 5 - LOCAL ISSUES

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses employed in a nursing capacity by Anson General Hospital at Iroquois Falls, save and except Inservice Co-ordinator, persons above the rank of Inservice Co-ordinator.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and without limiting the generality of the foregoing it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, discharge and suspend or otherwise discipline employees provided that a claim by an employee that she/he has been discharged or otherwise disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees;
- (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

C-1 The parties agree that the Union Steward and committee members may be from either the full-time or part-time bargaining unit and shall represent both bargaining units. It is understood that the total number of employees as Union Stewards or committee members shall not exceed the following:

- (a) Union Stewards - three (3) employees.
- (b) Grievance Committee - up to three (3) employees.
- (c) Negotiating Committee - up to three (3) employees.
- (d) Hospital-Association Committee - up to three (3) employees with equal representation from the Hospital.
- (e) Accident Prevention - Health and Safety Committee - one (1) employee.

C-2 The interview period as provided for in Article 5.06 will be scheduled during the new employee's orientation period.

ARTICLE D - SENIORITY

D-1 A copy of the seniority list as at the last pay period in December and June will be provided by February 15th and August 15th of each year respectively.

ARTICLE E - LEAVES OF ABSENCE

E-1 As provided for in Article 11.02, the cumulative total leave of absence for all employees, including full-time and part-time employees, shall be forty-five (45) days during the calendar year subject to the following conditions:

- (a) The Union will, if possible, notify the Hospital in writing four (4) weeks in advance of the requested leave.
- (b) No more than three (3) employees shall be absent at any one time.

ARTICLE F - BULLETIN BOARDS

F-1 The Hospital will provide a bulletin board for the posting of notices related to Union business.

ARTICLE G - HOURS OF WORK

G-1 Scheduling Objectives - Normal Daily Tour

FULL-TIME/REGULAR PART-TIME

- (a) Shift schedules shall be posted two (2) weeks in advance and cover a six (6) week period.
- (b) A request by an employee for a change in the posted shift schedule must be submitted in writing and co-signed by the employee willing to make the exchange, at least twenty-four (24) hours prior to the requested change. Such request is subject to approval by the Hospital. Such exchange shall not in any event result in premium or overtime payment by the Hospital.
- (c) No split tours will be scheduled.
- (d) Employees will not be scheduled to work more than seven (7) consecutive days, unless by request of or agreement by the employee.
- (e) Christmas/New Year's Scheduling

Full-time employees shall be scheduled off work for a minimum of five (5) consecutive days at either Christmas or New Years unless the employee requests otherwise. Time off at Christmas and New Years shall include the periods following the December 24th day tour to the December 26th day tour inclusive and following the December 31st day tour to the January 2nd day tour inclusive.

Part-time employees will be scheduled off work for a minimum of four (4) consecutive days at either Christmas or New Years unless the employee requests otherwise. Time off at Christmas and New Years shall include the period following the December 24th day tour to the December 26th day tour inclusive and following the December 31st day tour to the January 2nd day tour inclusive.

Employees must request either Christmas or New Years time off by October 15th. Employees will alternate Christmas and New Years time off on a yearly basis. The shift schedule shall be posted by November 15th.

The scheduling provisions set out herein may be waived between December 15th and January 7th to provide for Christmas and New Years scheduling.

(9) Weekend Scheduling

An employee is entitled to one (1) weekend off in three (3).

L5

An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) consecutive weekend and subsequent weekends until a weekend is scheduled off save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee;
- ii) such employee has requested weekend work; or
- iii) such weekend is worked as a result of an exchange of tours with another employee.

For the purpose of this section, a weekend is defined as any period of fifty-six (56) consecutive hours during the period following completion of the Friday day tour until commencement of the Monday day tour.

- (g) At least two (2) consecutive tours will be scheduled off between shift changes. A shorter period of time off may be agreed upon by mutual consent.
- (h) At least forty-eight (48) hours time off will be scheduled following the night shift when changing schedules to either the day shift or the evening shift.
- (i) An employee will not be scheduled to change shifts more than once during a work week.
- (j) The first shift of the day shall **be** the day shift.
- (k) Should the Hospital breach the scheduling regulations in Article G-1 (c) or (d), premium pay will be paid to the **employee(s)**, except where such work is requested by the employee.

G-2 REGULAR PART-TIME COMMITMENT - NORMAL DAILY TOUR

A regular part-time employee must make the following commitment to be available for work on a regular predetermined basis as referred to in clause 2.04 of the Collective Agreement;

- i) Available to work two (2) weekends out of three (3);
- ii) Available to work days, evenings and/or nights;
- iii) Available to work as scheduled over either the Christmas or New Years period subject to Article G-1 (e);

- iv) Available to work at least two (2) tours per week except during the Christmas and New Years period.

The commitment that a regular part-time employee must make as specified herein is no guarantee that the employee will be scheduled to work according to this commitment nor is it a restriction on the employee as to the maximum time worked.

G-3 Extended Tours

Extended tours shall be introduced into any unit when:

- (i) eighty percent (80%) of the employees so indicate by secret ballot; and
- (ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.

Extended tours may be discontinued in any unit when:

- (i) fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
- (ii) the Hospital because of:
 - (1) adverse affects on patient care,
 - (2) inability to provide a workable staffing schedule, states its intention to discontinue the compressed work week in the schedule,
 - (3) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

When notice of discontinuation is given by either party in accordance with paragraph (2) 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 the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

4 Scheduling Objectives - Extended Tours

- (a) Shift schedules shall be posted two (2) weeks in advance and cover a six (6) week period. A photocopy of the original posted schedule will be provided to the Union.
- (b) A request by an employee for a change in the posted shift schedule must be submitted in writing and co-signed by the employee willing to make the exchange, at least twenty-four (24) hours prior to the requested change. Such request is subject to approval by the Hospital. Such exchange shall not in any event result in premium or overtime payment by the Hospital;
- (c) No split tours will be scheduled;
- (d) Employees will not be required to work more than three (3) consecutive extended tours;
- (e) Christmas/New Year's Scheduling

Full-time employees shall be scheduled off work for a minimum of five (5) consecutive days at either Christmas or New Years unless the employee requests otherwise. Time off at Christmas and New Years shall include the periods following the December 24th day tour to the December 26th day tour inclusive and following the December 31st tour to the January 2nd day tour inclusive.

A part-time employee shall be scheduled off work for a minimum of five (5) consecutive days at either Christmas or New Years unless the employee requests otherwise. Time off at Christmas and New Years shall include the periods following the December 24th day tour to the December 26th day tour inclusive and following the December 31st day tour to the January 2nd day tour inclusive.

Employees must request either Christmas or New Years time off by October 15th. Employees will alternate Christmas and New Years time off on a yearly basis. The shift schedule shall be posted by November 15th.

The scheduling provisions set out herein may be waived between December 15th and January 7th to provide for Christmas and New Years scheduling.

(f) Weekend Scheduling

(i) The Employer shall ensure each employee every second weekend off.

An employee will receive premium pay in accordance with Article 14.03 for all hours worked on a second consecutive and subsequent weekend, save and except where:

(a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or

(b) such employee has requested weekend work; or

(c) such weekend is worked as the result of an exchange of shifts with another employee.

For the purpose of this section, a weekend is defined as any period of sixty (60) consecutive hours following the Friday day tour to the Monday day tour inclusive.

(g) At least two (2) consecutive tours will be scheduled off between shift changes.

(h) An employee will not be scheduled to change shifts more than once during a work week.

(i) The first shift of the day shall be day shifts.

(j) At least twelve (12) hours will be scheduled off between shifts.

(k) Should the Hospital breach the scheduling regulations in Article (c), (d) and (g), premium pay will be paid to the employee(s) for all hours worked on that shift, except where such work was requested by the employee.

(l) PART-TIME SCHEDULING

i) The employer agrees to schedule regular part-time employees according to their commitment on the posted schedule on that unit.

ii) Where extra tours become available, they will be offered on the basis of seniority to regular part-time employees provided that no employee will exceed her/his commitment as a result of being offered such extra tours
• where there are regular part-time employees who have not been offered

their commitment of shifts. A commitment is considered filled when total hours worked in a pay period exceeds thirty (30) hours, i.e., if an employee has worked twenty-six (26) hours, she/he will be offered the shift.

- iii) Where all regular part-time employees have been given the opportunity to work up to their committed tours in that pay period, extra tours will then be offered to regular part-time employees on the basis of seniority.
- iv) There is no requirement upon the hospital to offer any of these shifts in this manner to employees where premium payment ~~is~~ required unless applicable to all part-time employees involved.
- v) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.

G-5 REGULAR PART-TIME COMMITMENT - EXTENDED TOURS

Regular part-time employees must make the following commitment to be available for work on a regular pre-determined basis as referred to in clause 2.04 of the Collective Agreement.

- i) available to work every second weekend;
- ii) available to work days and/or nights;
- iii) available to work as scheduled over either the Christmas or New Year's period subject to regulation (e)
- iv) available to work at least three (3) extended tour every two (2) weeks except during the Christmas and New Year period.

The commitment that a registered part-time employee must make as specified herein is no guarantee that the employee will be scheduled to work according to this commitment nor is it a restriction on the employee as to the maximum time worked.

- G-6** Actual hours worked on change over to/from Daylight Saving Time will be hours paid to the employee.

ARTICLE H - VACATIONS

- H-1** The date for determining vacation entitlement under Article 16.01 shall be the employee's employment anniversary date.

H-2 Vacations will be scheduled as follows:

- (a) All requests for vacation for the period January 15 - April 30, except those under (c) must be submitted by October 1 of each year. This vacation schedule shall be posted by November 1.
- (b) All requests for vacation for the period of May 1 - December 15, except for those under (c) must be submitted by March 1 of each year. This vacation schedule will be posted by April 1.
- (c) Employees may request up to thirty-seven and one-half (37½) hours vacation time off in single days or multiples thereof. Such requests will be considered on a first come first serve basis. Requests must be submitted one week prior to the posting of the shift schedule.
- (d) The Hospital will grant vacation requests subject to the staffing requirements of the Hospital.
- (e) In scheduling vacation requests in (a) or (b) above preference will be given to employees in accordance with their seniority.
- (f) Vacations will not be scheduled for the period from December 15 to January 7.
- (g) Prior to leaving on vacation employees shall be notified of the date and time on which to report for work following the vacation if the schedule has not been posted for such a date.
- (h) For vacations which begin on a Monday and operate on full week basis, the Hospital shall schedule off one weekend either before or after such vacation and will endeavour to schedule both weekends off.

ARTICLE I- PAID HOLIDAYS

I-1 The designation of paid holidays under Article 15.01 is as follows:

- | | |
|---------------------------|-----------------------|
| New Year's Day | Labour Day |
| Second Monday in February | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Second Monday in June |

- I-2 Where a full-time employee is entitled to a lieu day under Article **15.04** or **15.05**, such day may be taken within sixty (60) days of the holiday at a mutually agreeable time. If the lieu day is not taken within the sixty (60) days, payment shall be made in accordance with Article **15.03**.
- I-3 Unless an employee requests otherwise, when she/he is scheduled to work a paid holiday which occurs on a Monday or a Friday, she/he shall also be scheduled to work the Saturday and Sunday. When this occurs, the employee will not be entitled to any premium pay for the Saturday and Sunday shifts.
- I-4 The Hospital will endeavour to schedule paid holidays as equitably as possible among the general staff employees in each unit.
- I-5 A tour that begins or ends during the twenty-four (24) hour period of the above-mentioned 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 J - PRE-PAID LEAVE PLAN

- J-1 Effective April ~~1~~, **1989**, one **(1)** full-time employee and one ~~(1)~~ part-time employee will be eligible to enroll in the pre-paid leave plan each year.

ARTICLE K - JOB SHARING

- K-1 If the Hospital agrees to a job-sharing arrangement pursuant to Article **20.01** of the Central agreement, the following conditions shall apply unless otherwise agreed to by the parties:
 1. Job sharing request 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) employees and the Director of Nursing.
 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/his partner, as well as with other employees 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 employee would be required to work.
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 their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity Leave, and other leaves pursuant to Article 1 of the Central Full-time and Part-time 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.

Implementati

7. 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 Agreements.
8. Any incumbent full-time employee wishing 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.
9. 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 employee will have the option of continuing the full-time position or reverting to 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.

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.

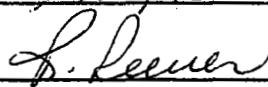
ARTICLE L - WORKERS' COMPENSATION/LTD


- L-1
1. The Hospital will notify as soon as possible the contact person of the Union of the names of all employees who go off work due to a work related injury (whether or not the employees are in receipt of WCB Benefits) and those on LTD.
 2. When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a Union Steward of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
 3. 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.

DATED AT IROQUOIS FALLS, ONTARIO, THIS 8th DAY OF July, 1998.

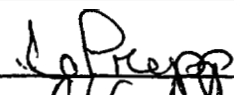
FOR THE HOSPITAL








FOR THE UNION





LETTER OF UNDERSTANDING

- between -

ONTARIO NURSES' ASSOCIATION

- and -


ANSON GENERAL HOSPITAL

RE: PARKING FACILITIES

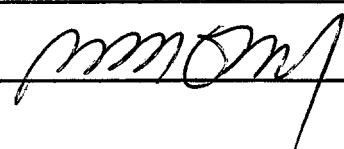
The Hospital shall maintain the parking facilities without charge unless and until costs increase beyond those in effect September 1, 1987, thus necessitating a fee for service. Should costs increase, the Hospital is entitled to charge for parking.

DATED AT IROQUOIS FALLS, ONTARIO, THIS 8TH DAY OF JULY, 1998.

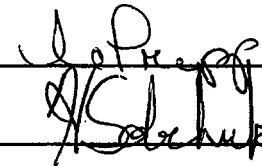
FOR THE HOSPITAL

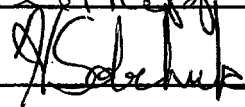


L. Leung



FOR THE UNION





LETTER OF UNDERSTANDING

- between -

ONTARIO NURSES' ASSOCIATION

- and -

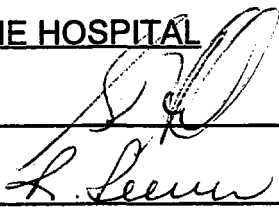
ANSON GENERAL HOSPITAL

RE: JOB SHARING

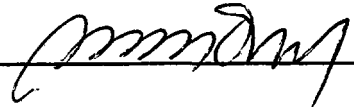
During the term of the Collective Agreement, the Hospital agrees to allow for three (3) job sharing positions (language as in Article K-1) if members indicate in writing a desire to do so and staffing permits. Such requests will not be unreasonably denied.

DATED AT IROQUOIS FALLS, ONTARIO, THIS 8 DAY OF JULY, 1998.

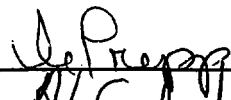
FOR THE HOSPITAL

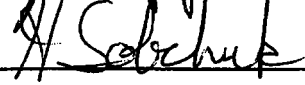


L. Leung



FOR THE UNION





LETTER OF UNDERSTANDING

- between -

ONTARIO NURSES' ASSOCIATION

- and -

ANSON GENERAL HOSPITAL

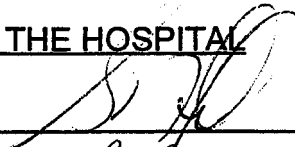
RE: VACATION (ARTICLE H-2 (C))

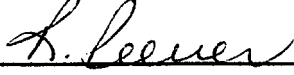
The Hospital agrees to waive the limits of vacation time off for single days and multiples thereof from thirty-seven and one half (37.5) hours to seventy-five (75) hours for employees with four (4) weeks or more of vacation entitlement subject to the condition of H-2 in the Collective Agreement.


Prior to discontinuation of this letter of understanding the Hospital will discuss the matter with the Hospital-Association Committee.

DATED AT IROQUOIS FALLS, ONTARIO, THIS 8TH DAY OF JULY, 1998.

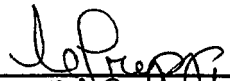
FOR THE HOSPITAL

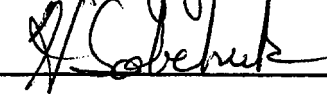






FOR THE UNION





LETTER OF UNDERSTANDING

- between -

ONTARIO NURSES' ASSOCIATION

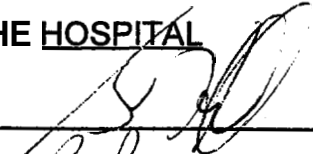
- and -

ANSON GENERAL HOSPITAL


The parties agree to discuss standardization of local language for the MICS Group of Hospitals between now and the next round of negotiations.

DATED AT IROQUOIS FALLS, ONTARIO, THIS 8TH DAY OF JULY, 1998.


FOR THE HOSPITAL

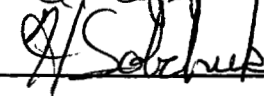


R. Leaver



FOR THE UNION





LETTER OF UNDERSTANDING

- between -

ONTARIO NURSES' ASSOCIATION

- and -

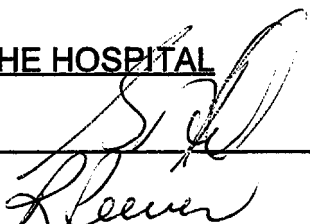
ANSON GENERAL HOSPITAL

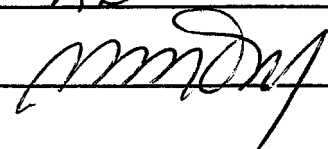
RE: Policy on Violence

The parties agree to jointly develop a policy on Violence in the Work Place during the term of the Collective Agreement.

DATED AT IROQUOIS FALLS, ONTARIO, THIS 8TH DAY OF JULY, 1998.

FOR THE HOSPITAL





FOR THE UNION

