

COLLECTIVE AGREEMENT

between

SIOUX LOOKOUT DISTRICT HEALTH CENTRE
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: MARCH 31, 2001

1204/04/

APPENDIX 3

EDUCATIONAL CO-ORDINATOR						
	April 1, 1998	April 1, 1999	April 1, 2000			
		Ed Co		Ed Co		Ed Co
Start		20.13		20.53	Deleted	
Monthly		3271.13		3336.13		
1 Year		21.13		21.56		22.10
Monthly		3433.63		3503.50		3591.25
2 Years		21.97		22.41		22.97
Monthly		3570.13		3641.63		3732.63
3 Years		23.46		23.58		24.17
Monthly		3757.00		3833.38		3929.25
4 Years		24.27		24.76		25.38
Monthly		3943.88		4023.50		4125.88
5 Years		25.43		25.94		26.59
Monthly		4132.38		4213.63		4320.88
6 Years		26.87		27.41		28.10
Monthly		4366.38		4454.13		4564.63
7 Years		28.29		28.86		29.58
Monthly		4597.13		4689.75		4806.75
8 Years		29.73		30.32		31.08
Monthly		4831.13		4928.63		5052.13
9 Years		31.18		31.80		32.60
Monthly		5066.75		5169.13		5297.50

GRADUATE NURSE						
	April 1, 1998	April 1, 1999	April 1, 2000			
		GN		GN		GN
Start		18.07		18.43		18.89
Monthly		2936.38		2994.88		3224.00

HEAD NURSE						
	April 1, 1998	April 1, 1999	April 1, 2000			
	HN	HN	HN			
Start	19.84	20.24	Deleted			
Monthly	3224.00	3289.75				
1 Year	20.86	21.29		21.82	Start	
Monthly	3389.75	3459.63		3545.75		
2 Years	21.71	22.14		22.69	1 Year	
Monthly	3527.88	3597.75		3688.75		
3 Years	22.86	23.32		23.90	2 Years	
Monthly	3714.75	3789.50		3883.75		
4 Years	24.01	24.49		25.10	3 Years	
Monthly	3901.63	3979.63		4080.38		
5 Years	25.13	25.63		26.28	4 Years	
Monthly	2112.50	4164.88		4270.50		
6 Years	26.53	27.06		27.74	5 Years	
Monthly	4311.13	4397.25		4506.13		
7 Years	27.92	28.49		29.20	6 Years	
Monthly	4537.00	4629.63		4745.00		
8 Years	29.33	29.92		30.67	7 Years	
Monthly	4766.13	4862.00		4983.88		
9 Years	30.77	31.38		32.16	8 Years	
Monthly	5000.13	5099.25		5226.00		

O.R./CSR NURSE						
	April 1, 1998	April 1, 1999	April 1, 2000			
	OR/CSR	OR/CSR	OR/CSR			
Start	19.07	19.45	Deleted			
Monthly	3098.88	3160.63				
1 Year	20.03	20.44		20.95	Start	
Monthly	3254.88	3321.50		3404.38		
2 Years	20.89	21.31		21.84	1 Year	
Monthly	3394.63	3462.88		3549.00		
3 Years	22.02	22.46		23.02	2 Years	
Monthly	3578.25	3649.75		3742.38		
4 Years	23.13	23.59		24.19	3 Years	
Monthly	3758.63	3833.38		3930.88		
5 Years	24.26	24.75		25.37	4 Years	
Monthly	3942.25	4021.88		4122.63		
6 Years	25.61	26.13		26.78	5 Years	

Monthly	4161.63	4246.13	4351.75	
7 Years	26.96	27.51	28.20	6 Years
Monthly	4381.00	4470.38	4582.50	
8 Years	28.33	28.90	29.62	7 Years
Monthly	4603.63	4696.25	4814.88	
9 Years	29.72	30.31	31.06	8 Years
Monthly	4829.50	4925.38	5047.25	

APPENDIX 4**SIoux LOOKOUT DISTRICT HEALTH CENTRE****SUPERIOR CONDITIONS****1. Ambulance Escort**

In accordance with the NOTE to Article **14.01** of the Collective Agreement, where the number of hours spent by a full-time nurse in return travel on ambulance escort duties are such that the nurse's daily or weekly regular hours are exceeded, such excess hours shall be paid at time and one-half the nurse's hourly rate. If these excess hours are worked on a paid holiday, the nurse will be paid at double time as per Article **14.04** of the Award.

2. Paid Holidays

- (a) In accordance with the NOTE to Article **15.01** of the Part-Time Award, the following paid holidays shall be recognized by the Hospital:

New Year's Day	August Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Remembrance Day
Christmas Day	2nd Monday in February
Boxing Day	- or Heritage Day if so proclaimed

- (b) If a part-time nurse works on any of the aforementioned designated holidays, she or he shall be paid at time and one-half her or his regular straight time hourly rate for all hours worked on such holiday. Part-time nurses meeting the qualifications of the Employment Standards Act 1974, shall be paid in accordance with the terms of that Act for those statutory holidays set out by the Ministry of Labour and will be paid time and one-half for the remaining paid holidays recognized under this Agreement. This Article will remain in effect until January 1, 2001 or until all remaining regular part-time nurses who enjoy such payment have ceased to be employed at the Hospital.

L5

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN:

SIOUX LOOKOUT DISTRICT 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 agrees to recognize the Association as the sole bargaining agent for all registered nurses and graduate nurses employed by the Hospital, save and except Supervisors and persons above the rank of Supervisor.
- A.2 Both parties agree that the classification Head Nurse is included in the bargaining unit. However, if in the future, functions of this position are altered, the Association and the Hospital may **re-negotiate** the inclusion or exclusion of the Head Nurse classification in the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B.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 nurses which rules and regulations are primarily designed to safeguard the interests of the patients in the Hospital. The Hospital will furnish the Association with copies of the published Hospital rules and regulations prior to posting same on the bulletin boards;

- (b) hire, retire, discharge, transfer, promote, demote, classify, direct, assign, lay-off, suspend or otherwise discipline a nurse for cause provided that a claim of unjust promotion, demotion or transfer or a claim that a nurse has been unjustly discharged or disciplined may be the subject of a grievance and may be dealt with as hereinafter provided;
- (c) generally to operate the Hospital in an efficient manner consistent with the obligations of the Hospital to the public and the community served; it being understood and agreed that the Hospital will retain all functions of management inherent in it as the Employer; to determine the kinds and locations of machines, equipment to be used, the allocation and number of nurses and other employees required from time to time and all other matters concerning the Hospital's operation, save and except only such functions as are specifically modified and altered in this Agreement;
- (d) the Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Hospital has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement shall be the subject of a grievance.

ARTICLE C - INTERPRETATIONS

- C.1 The word "nurse" or "nurses" where used shall mean only the nurse employees in the bargaining unit covered by Article A.
- C.2 "Tour" means consecutive working hours scheduled for a nurse. The day, measured on a midnight to midnight basis, during which the majority of the hours of a tour are worked shall determine the calendar day to which the tour belongs.
- C.3 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE D - COMMITMENT OF REGULAR PART-TIME NURSES

- D.1 Regular part-time nurses shall be available for work on the following basis:
 - (a) must be available for a pre-scheduling of at least three (3) seven and one-half (7 ½) hour tours or two (2) eleven and one-quarter (11 ¼) tours per week;

- (b) must be available for scheduling **two (2)** weekends in three **(3)**;
- (c) must be available for scheduling on five **(5)** paid holidays;
- (d) must be available for scheduling either at Christmas or New Year's.

ARTICLE E - COMMITTEES AND REPRESENTATIVES

E.1 Grievance Committee

The Association may elect or **otherwise** select **two (2)** Nurse Representatives.

E.2 Negotiating Committee

The Hospital recognizes a Committee of three **(3)** nurse employees who shall act as a Negotiating Committee.

E.3 Hospital-Association Committee

The Committee shall be composed of three **(3)** nurses to act on behalf of the Local Association and three **(3)** representatives of the Hospital.

E.4 Nurse Representative

The Hospital will recognize one **(1)** Nurse Representative or an alternate. The Association is to provide to the Hospital the name of this representative on an annual **basis**.

E.5 Professional Development Committee

There shall be a Professional Development Committee composed of at least **two (2)** representatives from the Association, at least one **(1)** of whom is full-time and one **(1)** of whom is part-time and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.

ARTICLE F - INTERVIEW OF NEW NURSES

- F.1 It is agreed that a representative of the Association will be allowed to interview new nurses during their orientation period.

ARTICLE G - SENIORITY LISTS

- G.1 Seniority lists shall be **supplied** to the Association by the Hospital in March and September in each year.

ARTICLE H - PAYROLL DEPOSITS

- H.1 Payrolls are prepared **bi-weekly**. On the Thursday following cut-off date the Hospital, through the bank, will deposit the employee's net earnings into the bank account designated by **the** employee. Each employee will provide the Hospital Payroll Office with the name of the local bank and account number into which they wish the net earnings deposited.
- H.2 Each employee will be provided with a pay statement each **bi-weekly** pay period showing gross earnings, deductions and net earnings. These pay statements may be picked up in the Department any time after 1530 hours.
- H.3 Payroll deposit day may be delayed when a paid holiday interferes with the preparation of payrolls and **pay** records.

ARTICLE I - SCHEDULING

- I.1 Days off shall be scheduled **consecutively** unless otherwise mutually agreed.
- I.2 Work schedules shall be posted two (2) weeks in advance of the effective date of the schedule. Work **schedules** may be subject to change due to illness, leave of absence, **termination** or other reasonable cause and every attempt shall be made to give nurses affected notice in advance of the change in schedule.
- I.3 Request for changes in **posted** work schedules by all nurses must be submitted in writing and **co-signed** by the nurse willing to exchange days off or tours of duty. All nurses will endeavour to submit requests at least twenty-four **(24)** hours in advance. All requests must be given to the Nurse Manager or individual **designated** in-charge who will then alter the schedule.
- I.4 Fifty percent (50%) of working hours shall be spent **on** day shift unless otherwise mutually agreed upon by the nurse and the Hospital.
- (a) For full-time nurses, **fifty** percent (50%) of working hours shall be spent on day shift unless otherwise mutually agreed upon by the nurse and the Hospital.
 - (b) Up to fifty percent (50%) of part-time nurses scheduled tours will be

scheduled on day shifts when available, on a seniority basis.

- I.5 The request list for time off at Christmas or New Year's will be posted by October 15th. Nurses will be required to request time off at Christmas or New Year's by November 1st. Authorized time off at Christmas and New Year's will then be posted by November 25th. Nurses will alternate time off at Christmas one year with time off at New Year's the following year. If there is a dispute, seniority will prevail.
- I.6 Preference of a nurse for a particular tour of duty will be considered in scheduling.
- I.7 Nurses shall receive at least four (4) consecutive days off at either Christmas or New Year's. Time off at Christmas will include Christmas Eve, Christmas Day and Boxing Day. Time off at New Year's will include New Year's Eve.
- I.8 (a) The scheduling of nurses on standby will be distributed evenly, if possible, amongst eligible nurses in the unit.
- (b) Nurses will not be scheduled to be on standby on their vacation.
- I.9 A full-time nurse will be granted a seven and one-half (7 ½) hour day off with pay to attend a personal, medical or dental appointment which is a referral from a family physician or dentist to see an out-of-town specialist. The nurse will supply documentation from a family physician/dentist that she or he has been referred to an out-of-town specialist.
- I.10 (a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- (b) 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) a tour will be deemed to be offered whenever a call is placed;
- (iii) it is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;

- (iv) when a nurse ~~accepts~~ an additional tour she or he must report for that tour ~~unless~~ arrangements satisfactory to the Hospital are made;
- (v) 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.

I.11

Where Nurses Are Scheduled to Work Less Than 7.5 Hours

Where a nurse(s) ~~is/are~~ scheduled to work less than a normal tour (7.5 hours), Article I in its entirety applies except I.9 and I.13 and as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours ~~to~~ less than fifty percent (50%) of all shifts.
- (b) Nurses working shifts ~~comprised~~ of less than 7.5 hours shall be granted a paid rest period.
- (c) No part-time nurse(s) will be scheduled solely on a tour(s) which ~~is/are~~ comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse(s).
- (d) Nurses working tours ~~comprised~~ of less than 7.5 hours, shall not be scheduled to work more than five (5) consecutive tours. If a nurse(s) ~~is/are~~ required to work on a sixth consecutive and subsequent tour, then she or he will receive premium pay, ~~as~~ per Article 14, for each tour ~~so~~ worked until a day off is scheduled.

I.12

7.5 Hour Tours

- (a) The Hospital agrees that it will not require a nurse to work more than six (6) consecutive tours on afternoon or night shift or more than seven (7) tours on day shift without her or his consent.
- (b) There shall be not less than a period of sixteen (16) consecutive hours off between different shifts worked by a full-time and part-time nurse. If less than sixteen (16) ~~hours~~ ~~is~~ allowed off between shifts, the nurse will receive premium pay for all hours worked.
- (c) A nurse will receive premium pay as provided in Article 14.03 for all hours worked on a ~~third~~ consecutive and subsequent 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 a result of an exchange of shifts with another nurse.
- (d) In areas that normally work three (3) tours, nurses other than casual nurses, will normally be scheduled **days/evenings** or **days/nights** unless mutually agreeable or unless **staffing** shortages or emergency situations dictate otherwise.
- (e) (i) scheduling regulations I.1 to I.12 inclusive shall also apply to full-time nurses working 7.5 hour tours.
- (ii) scheduling regulations I.1 to I.8 and I.10 to I.12 inclusive shall also apply to part-time nurses working 7.5 hour tours.
- (9)** A weekend will be defined as eight (8) consecutive tours off during the period following the completion of the Friday day tour, unless a nurse requests or agrees otherwise.

I.13

11.25 Hour Tours (Extended Tours)

- (a) The Hospital agrees that it will not require a nurse to work more than three (3) consecutive tours without her or his consent.
- (b) A nurse will receive premium pay as per Article 14.03 of the Collective Agreement for a fourth consecutive tour scheduled and for each consecutive tour thereafter until a day off has been scheduled.
- (c) A nurse will have at least two (2) consecutive scheduled days off after working three (3) consecutive extended tours.
- (d) The Hospital will grant at least every second weekend off to a full-time nurse.
- (e) A nurse will receive premium pay as provided in Article 14.03 for all hours worked on a third consecutive and subsequent 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 a result of an exchange of shifts with another nurse.

(iv) Definition of a Weekend Off

A weekend off is defined as at least fifty-eight (58) consecutive hours off from the completion of the Friday tour until the beginning of the Monday tour.

(9) Scheduling regulations I.1 to I.10 shall also apply to nurses working 11.25 hour tours.

(g) Introduction and Discontinuation of Extended Tours

Extended tours will be introduced in any unit in the following manner:

(i) The eligible staff must indicate by a sixty percent (60%) majority their willingness to try the twelve (12) hour shift.

(ii) The matter will then be presented to management via the Hospital-Association Committee for their approval.

(iii) The tours will be implemented on a trial basis for six (6) months with the option of a three (3) month extension.

(iv) Extended tours shall then be introduced into any unit on a permanent basis when:

(1) sixty percent (60%) of the nurses in the unit so indicate by secret ballot; and

(2) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.

(h) Extended tours may be discontinued in any unit when:

(i) sixty percent (60%) of the nurses in the unit so affected will 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) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, or

(4) financial constraints,

states its intention to discontinue extended tours in the schedule.

(i) When notice of discontinuation is given by either party in accordance with paragraph (h) above, then:

(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 sixty **(60)** days' notice before the schedules are **so** amended.

ARTICLE J - VACATIONS

J.1 The vacation year for full-time nurses shall be concurrent with each nurse's anniversary date of employment as a full-time nurse.

J.2 **All** nurses must take their vacation in the year in which it falls due and will not be allowed to carry over a vacation or portion of a vacation to a succeeding **year(s)** unless otherwise authorized in writing by the Executive Director. Applications for postponed vacation shall be in writing.

J.3 Requests for vacation must be given in writing to the A.E.D. Patient Services or her or his designate by March 15th. The Hospital shall grant such requests where possible provided that nurses request their vacation in no less than five (5) consecutive day periods. Seniority will prevail for all requests made prior to March 15th. **A** list of granted vacations will be posted by April 30th. Vacation will not normally be scheduled between December 18th and January 8th, however, such a request will not be unreasonably denied. A nurse will only be allowed to book four **(4)** consecutive weeks of vacation during the period of June 15th to August 30th. Any fifth and subsequent weeks will be granted by seniority after March 15th.

J.4 Part-time nurses shall receive vacation pay bi-weekly. Any arrangements made prior to the date of ratification will be maintained until March 31, 2001.

J.5 Prior to leaving on vacation, the Unit Manager and the employee will meet to agree on date and time of return to work. This agreement to be made in writing.

ARTICLE K - PAID HOLIDAYS

K.1 The following paid holidays shall be recognized by the Hospital:

- | | |
|-------------------------------|--|
| New Year's Day | August Civic Holiday |
| Good Friday | Labour Day |
| Victoria Day | Thanksgiving Day |
| Canada Day (July 1st) | Remembrance Day (November 11th) |
| Christmas Day (December 25th) | 2nd Monday in February or Heritage Day, if so proclaimed |
| Boxing Day (December 26th) | 2nd Monday in June |

K.2 Lieu days as provided in Article 15.04 will be taken on a day mutually agreed upon by the A.E.D. Patient Services or her or his designate, within a three (3) month period from the time the lieu day was earned.

ARTICLE L - LEAVE FOR ASSOCIATION BUSINESS

L.1 Leaves of absence for Association business as provided in Article 11.02 shall be administered as follows:

- (a) The cumulative total leave of absence for the members of the Local Association shall be fifty (50) days.
- (b) There shall be no more than two (2) nurses granted Association leave at any given time, unless it is possible to do so.
- (c) Requests for Association leaves of absence shall be made in writing in the request book to the A.E.D. Patient Services or her or his designate, prior to the posting of the applicable time schedule, if possible.

ARTICLE M - BULLETIN BOARDS

M.1 The Hospital will provide bulletin boards for the Association in agreed locations.

ARTICLE N - MISCELLANEOUS

N.1 Each nurse shall keep the Hospital and the Association informed in writing of her or his current mailing address, home address and telephone number

(if any). If a nurse fails to do so, the Hospital will not be responsible for failure of a notice sent by Registered Mail to reach the employee.

N.2 The Hospital agrees to provide adequate change and lounge facilities and lockers for safekeeping of nurses' belongings while on duty.

N.3 Notices and correspondence between the parties arising out of this Agreement, or incidental thereto, shall be addressed to:

Association - The President,
Nurses' Association,
(Personal address to be provided
annually)
Sioux Lookout, Ontario

Hospital - Executive Director,
Sioux Lookout District Health
Centre,
Box 909,
Sioux Lookout, Ontario. P8T 1B4

N.4 Upon request of either party, a meeting between the Hospital and the Association will be held within seven (7) days of such request to discuss matters of concern to either party.

N.5 A Charge Nurse will be designated by the A.E.D. Patient Services or her or his designate for each and every applicable shift.

N.6 A nurse is to be given prior approval from the A.E.D. Patient Services or her or his designate to receive regular wages while attending a workshop, seminar or course outside the Hospital. With prior approval from the A.E.D. Patient Services or her or his designate, a nurse will receive regular pay if she or he attends a Hospital in-service program that is not a requirement of the Hospital.

N.7 Pagers, with appropriate ranges, will be provided, without charge, to any nurse on standby. An additional pager will also be available, if necessary.

N.8 In the case of an error in the calculation of a nurse's statement of earnings, the Hospital shall, upon the request of the nurse, provide the nurse with a makeup cheque within seven (7) calendar days of the request.

ARTICLE O - EQUIVALENT TIME OFF

O.1 Overtime as provided in Article 14.09 of the Collective Agreement, where a

full-time nurse chooses equivalent time off, such time off must be taken within two **(2)** months (sixty **(60)** days) from date earned.

ARTICLE P - PRE-PAID LEAVE

P. 1 In accordance with Article **11.11** (c) of the Collective Agreement, the number of nurses that may be absent at any one time will be not more than one **(1)** full-time and one **(1)** part-time nurse.

ARTICLE Q - JOB-SHARING

Where the parties mutually agree to implement a job-sharing arrangement, it is agreed that a full-time job will be equally shared by **two (2)** nurses on the following basis:

- Q.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 number and location of **each shared** position.
- Q.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.
- Q.3** The above schedules shall conform with the full-time scheduling provisions of the Collective Agreement **save** and except Article **1.6**.
- Q.4** Each job-sharer may exchange shifts with her or his partner, as well as with other nurses as provided by the Collective Agreement.
- Q.5** Job-sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- Q.6** 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 A.E.D. Patient Services must be notified to book coverage. Job-sharers may be asked but are not required to cover their partner in the case of prolonged or extended absences.
- Q.7** All other provisions covering job-sharing are contained in the Central Agreement.
- Q.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.

Q.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.

Q.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 and the remaining nurse will be required to continue in the full-time position.

Q.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 R - MODIFIED WORK

R.1 The Hospital will notify the Local President 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.

The Hospital will provide to the Association, a monthly list of all nurses on modified work programs at the beginning of each month.

R.2 When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Staff Representative of the Ontario Nurses' Association and the Local Representative to discuss the circumstances surrounding the nurses' return to suitable work.

R.3 The Hospital agrees to provide the nurse with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

ARTICLE S - VIOLENCE

S.1 The Hospital and the Association agree that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report the occurrence to the Charge Nurse who will make every reasonable effort to rectify the abusive situation. The A.E.D. Patient Services or her or his

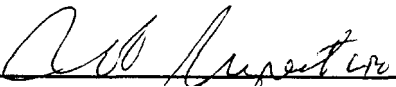
designate will investigate the incident and assure the abusive situation would be dealt with appropriately. A written report of the occurrence shall be forwarded to the A.E.D. Patient Services or her or his designate.

- S.2 The parties agree that if incidents involving aggressive client action occur to a nurse, such action will be recorded and reviewed at the Occupational Health and Safety Committee, Reasonable steps within the control of the Hospital will follow to address the legitimate health and safety concerns of nurses presented in that forum.
- S.3 The parties further agree that suitable subjects for discussion at the Hospital-Association Committee meeting will include aggressive clients.
- S.4 The Hospital will pay for damages to nurses' personal property as the result of a physical assault on duty. Such payment will not result in double payment under any existing benefit plan. The nurse will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was impossible for her or him to do so during this period.
- S.5 The Hospital, with the nurses' consent, will inform the Association within twenty-one (21) 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.

DATED at Sioux Lookout, Ontario, this 9th day of March, 2001.

FOR THE HOSPITAL

FOR THE ASSOCIATION



LETTER OF UNDERSTANDING

BETWEEN:

SIOUX LOOKOUT DISTRICT HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

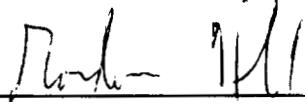
ONTARIO NURSES, ASSOCIATION
(hereinafter referred to as the "Association")

RE: EXTENDED TOURS - DEFINITION OF WEEKEND AND SCHEDULED TIME OFF
AFTER WORKING FOUR (4) CONSECUTIVE TOURS

1. Where the staffing complement allows, the Hospital will endeavour to schedule nurses working extended tours at least two (2) weekends off in four (4). The parties agree to discuss this issue during the next round of bargaining.
2. A weekend off is defined as at least fifty-six (56) consecutive hours off from the completion of the Friday tour until the beginning of the next tour.

DATED at Sioux Lookout, Ontario, this 9th day of March, 2001.

FOR THE HOSPITAL



FOR THE ASSOCIATION

