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NO. OF EMPLOYEES	250
NO. OF EMPLOYEES	df

COLLECTIVE AGREEMENT

BETWEEN

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the "Hospital")

- AND -

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

FULL-TIME & PART-TIME

JAN 29 1999

EXPIRY: MARCH 31, 1998

ORILL01.C98

12150(01)

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APPENDIX 3

SALARY SCHEDULE

REGISTERED NURSE

EFFECTIVE: JANUAR'

	REGULAR STRAIGHT TIME HOURLY RATE	MONTHLY	REGULAR STRAIGHT TIME HOURLY RATE	MONTHLY
START	17.94	2915.25	18.30	2973.55
YEAR 1	18.84	3061.50	19.22	3122.73
YEAR2	19.59	3183.38	19.98	3247.05
YEAR3	20.62	3350.75	21.03	3417.77
YEAR4	21.64	3516.50	22.07	3586.83
YEAR 5	22.67	3683.88	23.12	3757.56
YEAR 6	23.95	3891.88	24.43	3969.72
YEAR 7	25.23	4099.88	25.73	4181.88
YEAR 8	26.51	4307.88	27.04	4394.04
YEAR 9	27.80	4517.50	28.36	4607.85

APPENDIX 4

IPEF CONDITIONS

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

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

2) The provisions of Article 13.09 (full-time) and Article 13.07 (part-time) of the previous Collective Agreement shall be retained:

"Paternity Leave"

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

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

"Should a nurse be called in on her/his scheduled day off, **she/he** will be compensated at the rate of time and one-half (1%) **her/his** regular rate of pay and for full-time nurses, another unpaid day off will be scheduled."

PART-TIME ONLY:

4) The provisions of Article 18.04 shall be retained:

"To qualify for holidays with pay as above, **a** nurse must work twelve **(12)** tours in the previous twenty-eight (28) days."

5) The provisions of Article 19.02 (d) shall be retained for nurses who enjoy the benefit while employed by the Hospital:

"Vacation pay for Casual Part-time Nurses shall be computed at the rate of six (6%) percent of their gross earnings during the vacation fiscal year."

FULL-TIME ONLY:

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

- 20.02** Nurses with five (5) years continuous service, but less than ten (10) years continuous service, who terminate their services for any reason, will be permitted to cash out twenty-five percent (25%) of the sick leave bank.
- 20.03** Nurses with more than ten (10) years continuous service, who terminate their services for any reason, will be permitted to cash out fifty percent (50%) of their sick leave bank.
- 20.04** Nurses who retire under any of the terms of the Hospitals of Ontario Pension Plan will be permitted to cash out fifty percent (50%) of their total sick leave bank.

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APPENDIX 5

LOCAL ISSUES

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
[hereinafter referred to as the "Hospital"]

- AND -

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

FULL-TIME & PART-TIME

APPENDIX 5

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APPENDIX 5

LOCAL ISSUES

ARTICLE A - RECOGNITION

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

ARTICLE B - DEFINITIONS

- B.01
- a) An afternoon tour or a night tour shall be any tour which commences or ends between 1900 and 0200 hours.
 - b) For the purposes of scheduling, the first [1st] shift of the day shall be days.
 - c) For the purposes of shift premium payment, evening premium will be paid for all hours worked between fifteen hundred (1500) and twenty-three hundred (2300) hours, and night premium will be paid for all hours worked between twenty-three (2300) hours and seven hundred (0700) hours.

ARTICLE C - MANAGEMENT FUNCTIONS

- C.01 The Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, retire, direct, classify, transfer, promote, demote, lay-off, and discharge, suspend and discipline nurses for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a nurse has been unjustly discharged, suspended or disciplined, may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.
 - (c) Establish and enforce reasonable rules and regulations to be observed by the nurses. The Hospital will furnish the ~~Association~~ Union with copies of published Hospital rules and regulations, prior to posting same on bulletin board.

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

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

E D - UNION COMMITTEES & REPRESENTATIVES(ARTICLE 6

D.01 (a) Negotiating Committee

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

(b) Grievance Committee

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

(c) Hospital-Union Committee

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

(d) No more than one (1) nurse shall be granted leave from any one (1) unit anytime except in the case where the second [2nd] person is a member of the Executive, in that case the Union agrees to waive normal scheduling patterns during the term of leave. For the purposes of this Article, Nursery and Paeds shall be considered one (1) unit.

D.02 Union Representatives

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

Two (2) each from: Medicine
 Surgery

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

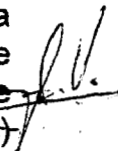
D.03 The Hospital agrees that an Officer of the Union or Union representative shall be allowed a reasonable period of time within regular working hours to interview a newly hired nurse during her/his orientation period.

ARTICLE E - SENIORITY (ARTICLE 10)

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

ARTICLE F - LEAVE OF ABSENCE (ARTICLE 11)

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

- (a) The Union will provide the Hospital with at least two (2) weeks written notice, except in extenuating circumstances.
- (b) No more than four (4) nurses shall be granted leave at one (1) time.
- (c) No more than one (1) nurse shall be granted leave from any one (1) unit anytime except in the case where the second [2nd] person is a member of the Executive, in that case the Union agrees to waive normal scheduling patterns during the term of leave. ~~For the purposes of this Article, Nursery and Paeds will be considered one (1) unit.~~ 
- (d) All such leaves shall not exceed eighty-five (85) days collectively in any one (1) calendar year.
- (e) For the purposes of this Article, paediatrics/special care nursery and combined care/labour and delivery will each be considered one (1) unit.

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

ARTICLE G - SCHEDULING & WORKING CONDITIONS (ARTICLE 13)

- G.01 Meal time of one-half ($\frac{1}{2}$) hour shall be scheduled away from the floor during the nurse's tour, whether day, evening or night.
- G.02 A rest period of fifteen (15) minutes will be granted during each half ($\frac{1}{2}$) tour.
- G.03 If a nurse is prevented by her/his duties from going to the cafeteria, she/he will be permitted, with the approval of the Nursing Unit Manager or her/his Immediate Supervisor, to take her/his meal break at the unit.
- G.04 Scheduling - Normal 7.5 Hour Tours
- (a) As a general rule, two (2) consecutive days off will be scheduled during each work week. However, schedules may provide for more than five (5), but not more than seven (7) consecutive days of work, except in emergency situations, without days off, provided that four (4) days off are scheduled for each fourteen (14) day period. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.
- (b) Weekly schedules shall be posted four (4) weeks in advance, excluding prime vacation time. Requests for specific days off are to be submitted, in writing, at least one (1) week in advance of the day the schedule is posted. The Hospital will respond within one (1) week of the request. Any requests for a change in posted schedules must be submitted in writing and Co-signed by the nurse willing to exchange days off or tour of duty with a minimum of twenty-four (24) hours notice.
- Full-time and part-time nurses will be allowed to arrange change of time with a Relief Nurse, with a minimum of twenty-four (24) hours notice. Such requests shall be in writing and signed by both nurses involved with the approval of the Nursing Unit Manager.
- (c) At least two (2) consecutive tours "off duty" normally shall be scheduled when tours of duty are changed, and at least six (6) consecutive tours "off duty" shall be scheduled following night duty, except when a shorter period of time between changes of tour is scheduled by mutual consent.
- (d) Nurses working on normal daily tours are entitled to at least two (2) weekends off in four (4) and nurses working on extended tours are

entitled to at least every second [2nd] weekend off. The Hospital will endeavour to provide nurses working normal daily tours with at least every other weekend off. Should a nurse be required to work three (3) consecutive weekends or more, she/he shall be paid premium pay as set out in Article 14.03 for the third [3rd] weekend and for each succeeding weekend worked until a weekend is scheduled off.

A weekend **shall** be defined as fifty-six **(56)** consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

- (e) In the case of a nurse who normally rotates on at least **two (2)** of the three (3) tours of duty, the Hospital will endeavour to schedule at least fifty percent (50%) of her/his tours on the day tour. The Hospital will not schedule nurses to work more than **two (2)** consecutive weeks of evenings and/or nights when rotating on these shifts.

For nurses working extended tours, the Hospital will schedule at least fifty percent (50%) of her/his tours on the day tour. The above will apply unless mutually agreed otherwise between the nurse and her/his immediate supervisor.

- (f) A nurse who requests specific tours, with the exception of the day tour, on a permanent basis, shall be granted such request whenever possible. Those who are presently employed on specific tours on a permanent basis will not be rotated, except by mutual consent. However, it is understood and agreed that, from time to time, any nurse undertaking specific tours on a permanent basis shall be rotated for the purposes of re-orientation.
- (g) The Hospital shall not assign a nurse to be in charge of a ward, unit or area for the first [1st] shift that she/he is assigned to that unit where the nurse has not worked on the unit for a period of one **(1)** month or more.

G.05

Extended Tour Scheduling

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

L 11

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

- (b) Meal breaks shall consist of a thirty (30) minute lunch, and a thirty (30) minute supper period.
- (c) There shall be two (2) fifteen (15) minute rest periods.
- (d) A nurse shall receive every second [2nd] weekend off unless otherwise agreed to between the nurse and the Employer.
- (e) A nurse may not work any more than three (3) twelve (12) hour shifts in succession.

G.06

Full-Time:

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

Part-Time:

- 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:
 - 1) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
 - 2) A tour will be deemed to be offered whenever a call is placed.

- 3) It ~~is~~ understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- 4) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
- 5) 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.

G.07 Job Sharing

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

- a) Job sharing requests with regard to full-time positions shall be considered ~~on~~ an individual basis.
- b) Total hours worked **by** the job sharer shall equal one **(1)** full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two **(2)** nurses and the Nursing Unit Manager. Job sharers shall not be requested to work any tours outside ~~of~~ the tours of the full-time position unless otherwise mutually agreed otherwise between the nurse and **her/his** Nursing Unit Manager.
- c) The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- d) Each job sharer may exchange shifts with **her/his** partner, as well as with other nurses **as** provided by the Collective Agreement.
- e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- f) Job sharers will be given the option to cover their partner during sick leave and vacation. Job sharers should try to arrange with their partner to provide this coverage.
- g) The number of shared positions shall be limited to **two (2)** full-time positions on each of the following units:

L 13

Operating Room Emergency Soldiers I
Soldiers II Intensive Care Unit.

The number of shared positions shall be limited to one (1) full-time position on each of the following units:

Paediatrics Harvie IV Obstetrics
Recovery Room Float Team Nursery.

The number of shared positions shall be limited to three (3) full-time positions on the following unit:

Harvey II.

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

i) 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.

j) An incumbent full-time nurse wishing to share her/his position, **may** do so without having her/his half [$\frac{1}{2}$] 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.

k) If one (1) 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 nurse will have the option of continuing the full-time position or reverting to her/his former position. If she/he does not continue full-time, the position must be posted according to the Collective Agreement.

l) 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.

G.08

Standby

- a) 1) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- 2) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- b) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.
- c) 1) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Hospital.
- d) Employees scheduled for standby shall be provided with beepers.
- e) The Hospital will continue to make available a private room for employees scheduled for standby.
- f) Standby will not be scheduled on a night before a scheduled day shift until otherwise agreed to by the employee.
- g) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift and shall complete his or her pay card to reflect the day as absent, scheduled lieu or social contract time, unless she/he does so by mutual agreement between the employee and the Hospital.

G.09

All premium payments as per the Central Agreement shall apply should any of the hours of work in this Article not be maintained.

ARTICLE H - PAID HOLIDAYS (ARTICLE 15)

H.01

The Hospital agrees to recognize the following paid holidays:

New Year's Day (Jan. 1st.)
3rd Monday in February
Good Friday
Victoria Day
2nd Friday in June
Canada Day (July 1st)

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day (Dec. 25th)
Boxing Day (Dec. 26th)
* Nurse's Birthday

- * A nurse will designate another day in the year as the holiday if her/his birthday falls on one (1) of the other designated holidays.

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

In general, nurses will alternate their scheduled days off for Christmas or New Year's on an alternating yearly basis. For example, a nurse who was off for Christmas one (1) year would be expected to be off for New Year's the next year, unless mutually agreed upon by the Nursing Unit Manager and all nursing unit staff have had their holiday needs met.

The Hospital will schedule the nurses off a minimum of five (5) consecutive days and will endeavour to schedule them off up to seven (7) consecutive days at either Christmas or New Year's.

Christmas shall be defined as any tour which commences on December 24th, 25th and 26th. New Year's shall be defined as any tour that commences on December 31st, January 1st and January 2nd.

Failure to schedule a minimum of five (5) days off **will** result in premium pay to the affected nurses. The schedule covering the Christmas and New Year's period will be posted on November 1st of each year. The Christmas and New Year's schedule will cover shifts between December 15th and January 15th.

The Union agrees that the normal scheduling patterns will be waived during this holiday period to accommodate the five (5) days off.

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

H.04 Where a nurse has been scheduled to work on a holiday weekend, she/he shall be scheduled to work the holiday as well, if requested by the nurse prior to the posting of the schedule.

ARTICLE I - VACATIONS (ARTICLE 16)

I.01 The vacation fiscal year will be from July 1st to June 30th. All requests for the vacation time applicable to June 15th through September 15th inclusive must be submitted by March 15th of each year. This vacation time shall be

processed and posted by April 15th. Once posted, the schedule shall not be changed without mutual consent of the parties. A nurse must have exercised her/his seniority rights prior to this posting period. Additional vacation requests will be considered on a first [1st] come first [1st] served basis.

- I.02
- (a) Nurses shall be entitled to the weekend off prior to commencement of vacation, and at the completion of vacation when total vacation is taken at one (1) time. The Hospital will make a reasonable effort to comply should the vacation be split.
 - (b) Prior to leaving on vacation, nurses shall be notified of the date, and time at which to report for work following vacation.
 - (c) Nurses shall be given preference with respect to their vacation periods in accordance with seniority.
 - (d) Vacation time requested after the schedule is posted will be considered.

I.03 Full-Time:

Vacation pay shall be included in the salary cheque issued immediately preceding the commencement of the vacation, if **so** requested in writing to the Payroll Supervisor at least seven (7) calendar days in advance of the pay day on which the vacation pay is needed.

Part-Time:

Vacation pay will be issued on a separate itemized pay cheque in July

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

I.05 For the purposes of scheduling vacations, where ever possible, a maximum **of two (2)** full-time equivalents per team or unit will be granted vacation for the same period.

A Team is a group of nurses who work any shift on the same days **of** the week. This can be a long team of five **(5)** days or a short team of **two (2)** days.

I.06 Requests for vacation between December 15th and January 15th will be considered. Requests in writing shall be forwarded to the Nursing Unit Manager by October 15th.

ARTICLE J - MALPRACTICE & PROFESSIONAL LIABILITY INSURANCE

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

ARTICLE K - MISCELLANEOUS

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

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

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

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

K.05 Staff Amenities

The Hospital will, during the period of this Agreement, meet with the nurses to ascertain their needs regarding a lounge area. This is for discussion purposes only.

K.06 Hospital Security

The Hospital will provide adequate security in Emergency on evening and night tours.

K.07 The Hospital shall reimburse a nurse for reasonable damages to eye glasses, personal clothing and technical aides required to perform nursing duties occurring as a result of patient action.

K.08 Nurses will have the right to investigate the feasibility of self scheduling.

ARTICLE L - PAY CHEQUES

L.01 Errors in Pay

Shortages in an employee's pay will be rectified upon the following conditions:

L 18

- a) If the shortage occurs as a result of an employee's action or inaction, it will be corrected on the next standard payroll.
- b) If the shortage occurs as a result of the Hospital's error and amount to less than two (2) hours pay, it will be corrected on the next standard payroll.
- c) If the shortage occurs as a result of the Hospital's error in an amount of two (2) hours or more, a second [2nd] cheque will be issued to cover the shortage, if requested by the employee. In the event a cheque is requested by the employee, it will be issued within two (2) payroll department working days.

In reference to the above points, all errors must be reported by the employee directly to the payroll department.

ARTICLE M - MODIFIED WORK

- M.01
- a) The Hospital will notify the Local President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.

The Hospital will provide to the Union, a monthly list of all nurses on modified work programs at the beginning of each month.
 - b) 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 staff representative of the Ontario Nurses' Association and a member of the Local Representative to discuss the circumstances surrounding the employee's return to suitable work.
 - c) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

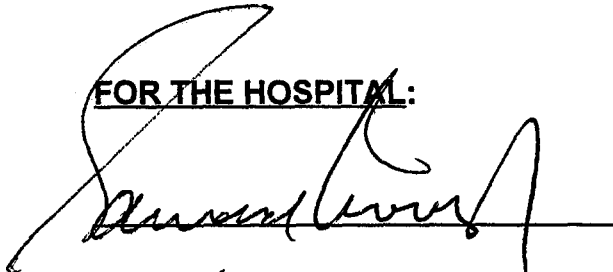
ARTICLE O - ORIENTATION AND IN-SERVICE


- O.01
- Should a nurse be scheduled for orientation on a unit, she/he will not be included in the staffing quota for that unit, until such orientation is completed.

SIGNING PAGE - LOCAL ISSUES

DATED AT ORILLIA, ONTARIO, THIS ___ DAY OF AUGUST, 1998.

FOR THE HOSPITAL:





FOR THE UNION:



Labour Relations Officer


LETTER OF UNDERSTANDING

BETWEEN

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

- AND -

ONTARIO NURSES' ASSOCIATION

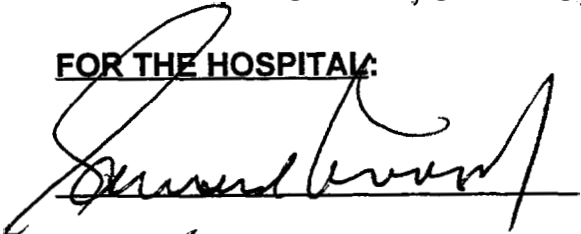
RE: FOUR (4) HOUR TOURS

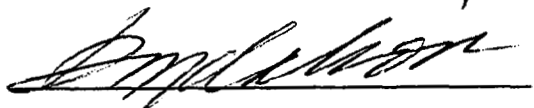
The parties agree to continue scheduling four (4) hour tours subject to the following conditions:

Where a nurse works a four (4) hour tour, she/he shall be paid for three and three-quarters (3.75) hours. Such nurse shall receive a half (%) hour meal break consisting of fifteen (15) minutes paid time and fifteen (15) minutes unpaid time to be scheduled at a mutually agreeable time during the shift.

**DATED AT ORILLIA, ONTARIO, THIS 1ST DAY OF NOVEMBER, 1993.
RENEWED AT ORILLIA, ONTARIO, THIS ____ DAY OF AUGUST, 1998.**

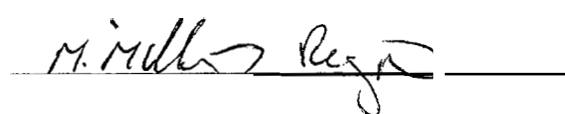
FOR THE HOSPITAL:





FOR THE UNION:


Labour Relations Officer



LETTER OF INTENT

BETWEEN

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

- AND -

ONTARIO NURSES' ASSOCIATION

RE: PARKING

The Hospital will continue its policy of paid parking which currently is on the basis of the following rates:

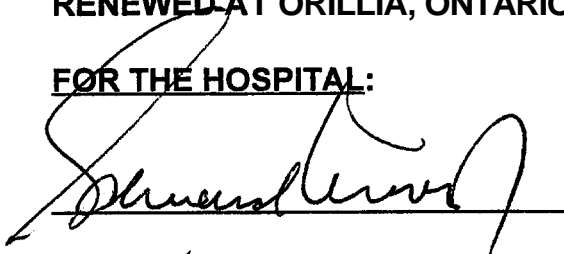
- Thirty dollars (\$30.00) per month for an employee card;
- Two dollars (\$2.00) per day for daily use.


Prior to any changes in these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Union/Hospital Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

DATED AT ORILLIA, ONTARIO, THIS 1ST DAY OF NOVEMBER, 1993.


RENEWED AT ORILLIA, ONTARIO, THIS ____ DAY OF AUGUST, 1998.

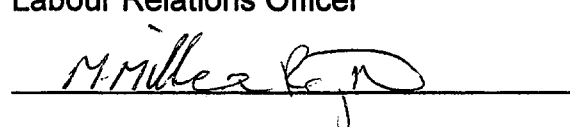
FOR THE HOSPITAL:





FOR THE UNION:



 Labour Relations Officer


MEMO OF UNDERSTANDING

BETWEEN

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
[hereinafter referred to as the "Employer"]

-AND -

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

RE: IN THE MATTER OF AN ARBITRATION CONCERNING A UNION GRIEVANCE (#94-18 DATED OCTOBER 31, 1994) - ONA FILE #950446

The parties have agreed to resolve the issues in dispute in the above noted file in the following manner:

- 1) The nurses will be entitled to work off the Social Contract compensating days in their respective banks by taking at least three (3) days off at a time per year, provided they are not required to be replaced.
- 2) Reasonable notice shall be given to the Employer in scheduling such compensating days.
- 3) Nurses may utilize single hours from their banks on units where time off is difficult to schedule by obtaining short term coverage from another unit. Scheduling of such time is subject to the agreement of the Unit Manager.
- 4) Nurses will not be required to utilize vacation, absent or STAT time prior to scheduling compensating time as long as they will not be replaced for the time requested off.
- 5) The current balances in the compensating banks are per the attached list. A copy of said list will be appended to the Collective Agreement.
- 6) If a nurse is unable to take the minimum three compensating days in a given year, his/her compensating time shall be carried forward to the following year.

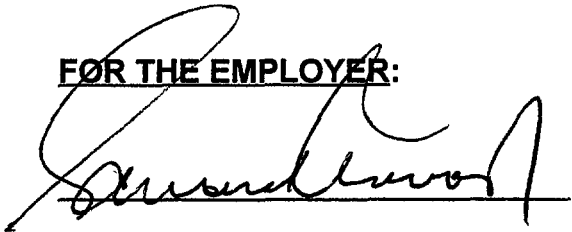

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**MEMORANDUM OF SETTLEMENT
RE: ONA FILE #950446
PAGE 2**


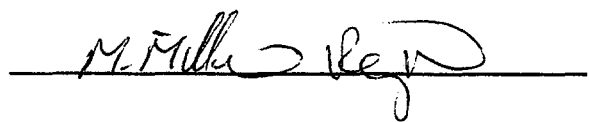
- 7) The Employer agrees that nurses will not lose their accumulated compensating time. If a nurse ceases to be employed by the Hospital, her compensating time will be converted to money.
- 8) Nurses who transfer from full-time to part-time status will receive a pay out of the compensating time owing in their banks upon confirmation of their transfer.
- 9) This settlement is reached without precedent or prejudice to any position either party may take now or in the future regarding this or any similar issue.

SIGNED THIS DAY 27TH OF FEBRUARY, 1997.

FOR THE EMPLOYER:

FOR THE UNION:

**OUTSTANDING SOCIAL CONTRACT TIME
AS OF DECEMBER 29, 1996**

SOLDIERS II

SOLDIERS II					
NAME	Dec. 12, 1995 Balance	X Used	June 6, 1996 Balance	X Used	Dec. 29, 1996 Balance
Bakker, Kelly	52.50	22.50	30.00	22.50	7.50
Ball, Monica	0.00	0.00	0.00	0.00	0.00
Bazinet, Heather	0.00	0.00	0.00	0.00	0.00
Burns, Pat	15.00	0.00	15.00	15.00	0.00
Drew, Tammy	0.00	0.00	0.00	0.00	0.00
Hagerman, Marion	60.00	29.50	30.50	7.50	23.00
Hayes, Anne	15.00	11.25	3.75	3.75	0.00
Hnilica, Irena	52.50	0.00	52.50	15.00	37.50
Jelley, Sharon	90.00	3.50	86.50	7.50	79.00
Palmer, Janet	-7.50	0.00	-7.50	0.00	-7.50
Patterson, Kenina	45.00	37.50	7.50	15.00	-7.50
Poole, Dawn	15.00	0.00	15.00	0.00	15.00
Robins. Karen	45.00	15.00	30.00	30.00	0.00

PSYCHIATRIC					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Boyd, Lynne	22.50	0.00	22.50	0.00	22.50
Cruise, Donald	0.00	0.00	0.00	0.00	0.00
Gervais, Roselynn	0.00	0.00	0.00	0.00	0.00
Graham, Gail	0.00	0.00	0.00	0.00	0.00

**OUTSTANDING SOCIAL CONTRACT TIME
AS OF DECEMBER 29, 1996**

SOLDIERS I					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Barrett, Helen	30.00	0.00	30.00	11.25	18.75
Bissonette, Barbara	41.25	11.25	30.00	0.00	30.00
Bodis, Leslie	80.25	10.50	69.75	0.00	69.75
Bowins, Catherine	37.50	15.00	22.50	0.00	22.50
Davis, Michele	0.00	0.00	0.00	0.00	0.00
Ferrarin, Heather	52.50	0.00	52.50	0.00	52.50
Hall, Steven	45.00	7.50	37.50	7.25	30.25
Johnson, Pat PT	45.00	0.00	45.00	0.00	45.00
Ironside, Kimberley	67.50	15.00	52.50	0.00	52.50
Keith, Carol	0.00	0.00	0.00	0.00	0.00
Lalonde, Barbara	56.25	0.00	56.25	3.75	52.50
Macleod, Tammy	53.50	0.00	53.50	0.00	53.50
Murphy- Stephen, Gail	102.25	0.00	102.25	0.00	53.50
Nielsen, Sharon	78.75	0.00	78.75	5.25	73.50
Reid, Jean	67.50	0.00	67.50	7.50	60.00
Shropshire, Susan	-18.75	-18.75	0.00	0.00	0.00
Thompson, Virginia	95.00	0.00	95.00	3.75	91.25

**OUTSTANDING SOCIAL CONTRACT TIME
AS OF DECEMBER 29, 1996**

Confirmed with L. Cherry - Effective June 30, 1996 *Denotes changes.

HARVEY II					
NAME	Dec. 12, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Archer, Cynda	78.75	3.75	75.00	0.00	75.00
Ball, Leslie*	37.50	0.00	52.50	11.25	41.25
Blackwell, Stewart	59.25	17.25	42.00	6.25	35.75
Buckley, Bella	69.75	22.50	47.25	7.00	40.25
Calverley, Kim	11.25	0.00	11.25	7.50	3.75
Dolson, Helle-	71.25	7.50	63.75	6.75	57.00
Gallagher, Margaret	71.25	0.00	71.25	0.00	71.25
Goodchild, Louise	40.00	5.75	34.25	17.50	16.75
Herbst, Karen* PT	11.25		11.25		11.25
Hodgkinson , Jodi	0.00	0.00	0.00	0.00	0.00
Laarakkers, Chris	66.00 30.00	20.00	46.00	0.00	46.00
Lyons, Rick PT	30.00 37.50	11.25	18.75	0.00	18.75
Rodger, Cynthia*	37.50	0.00	30.00	0.00	30.00

Sorensen, Barbara	54.50	0.00	54.50	0.00	54.50
Tiffin, Ruth Anne	20.75	3.75	17.00	0.00	17.00
Ventura, Carmen chit a	33.75	3.75	30.00	11.25	18.75
Watt, Beverley	77.75	48.00	29.75	0.00	29.75

FLOAT					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Martin, Lisa PT	-3.75	0.00	-3.75	-3.75	-3.75

**OUTSTANDING SOCIAL CONTRACT TIME
AS OF DECEMBER 29, 1996**

ICU					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Emond, Suzanne	0.00	0.00	0.00	0.00	0.00
Faulkenham, Suzanne	25.00	13.75	11.25	0.00	11.25
Hislop, Sandra PT	18.75	15.00	3.75	0.00	3.75
Johnston, Naomi	18.75	26.00	-7.25	0.00	-7.25
Mah, Sonya	63.75	41.25	22.50	7.50	15.00
McCreith, Elaine	34.50	11.25	23.25	0.00	23.25
Miske, Catharine	34.50	26.25	8.25	0.00	8.25
Pomeroy, Colleen	37.25	7.50	29.75	0.00	29.75

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Robinson, Laurie	27.75	10.25	17.50	0.00	17.50
Snow, Dorothy	57.75	32.00	25.75	0.00	25.75
Srigley, Sharon	9.25	0.00	9.25	0.00	9.25
Stewart, Pauline	35.00	0.00	35.00	0.00	35.00

LABOUR & DELIVERY					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Crawford, Patricia	101.75	0.00	101.75	0.00	101.75
Kirkland, Sheila	70.25	11.25	59.50	0.00	59.50
Stanton, Diane	75.00	0.00	75.00	3.75	71.25
Tinney, Glenna	82.50	0.00	82.50	0.00	82.50
Trotman, Elna	93.75	7.50	86.25	0.00	86.25

**OUTSTANDING SOCIAL CONTRACT TIME
AS OF DECEMBER 29, 1996**

OBSTETRICS					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Balkwill, Sharon	82.50	6.50	76.00	0.00	76.00
Ball, Kelly	72.25	11.25	61.00	0.00	61.00
Columbus, Charlene	78.75	2.75	76.00	0.00	76.00
Gordon, Theresa	20.25	0.00	20.25	0.00	20.25
Madill, Peggy	97.50	6.25	91.25	0.00	91.25
Tibedeau, Bernice	82.50	0.00	82.50	37.50	45.00
Wood, Deborah	101.25	11.25	90.00	1.00	89.00

NURSERY					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Baikie, Catherine	76.25	0.00	76.25	3.75	72.50
Carrick, Frances	96.50	3.75	92.75	0.00	92.75
Clarke, Debra	76.00	0.00	76.00	0.00	76.00
Edwards, Irene	105.00	0.00	105.00	16.25	88.75
Nosworthy, Linda	60.00	11.25	48.75	0.00	48.75
Quintan, Kathleen	97.50	5.25	92.25	1.75	90.50
Sears, Dawn	74.25	8.25	66.00	0.00	66.00

**OUTSTANDING SOCIAL CONTRACT TIME
AS OF DECEMBER 29, 1996**

PAEDS					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Collins, Nancy	112.50	0.00	112.50	0.00	112.50
Corbett, Ellen	94.50	3.75	90.75	0.00	90.75
Edmunds, Leslie	87.50	0.00	87.50	0.00	87.50
Holmes, Donna	93.75	0.00	93.75	0.00	93.75
Trivett, Sandra PT	87.25	0.00	87.25	0.00	87.25
MacFarlane, Nancy PT	86.50	3.75	82.75	0.00	82.75
Silk, Anne	20.00	3.00	17.00	0.00	17.00

DEPARTMENT IS COMPLETE ALL SOCIAL CONTRACT TIME HAS BEEN RECONCILED

OR					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Cancilla, Roberta	0.00	0.00	0.00	0.00	0.00
Clark, Susan	0.00	0.00	0.00	0.00	0.00
Diakoff, Michael	0.00	0.00	0.00	0.00	0.00
Plue, Donna	0.00	0.00	0.00	0.00	0.00
Poole, Larysa	3.25	3.25	0.00	0.00	0.00
Quinlan, Donna	0.00	0.00	0.00	0.00	0.00
Schacter, Shirley	15.00	15.00	0.00	0.00	0.00
Stoer, Robin	0.00	0.00	0.00	0.00	0.00

**OUTSTANDING SOCIAL CONTRACT TIME
AS OF DECEMBER 29, 1996**

RECOVERY ROOM					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Burnett, Penelope	10.00	2.00	8.00	8.00	0.00
Dauncey, Edith	0.00	0.00	0.00	0.00	0.00
Downing, Bernadette	0.50	0.00	0.50	0.50	0.00
Hodgson, Linda	7.50	7.50	0.00	0.00	0.00 0.00

HARVEY IV					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Attenborough, Rose	26.25	0.00	26.25	0.00	26.25
Blanch, Linda	0.25	0.00	0.25	0.00	0.00
Chatten, Jeanette	9.75	0.00	9.75	0.00	9.75
Franks, Maxine	36.25	0.00	0.00	0.00	36.25
Hewitt, Sharon	26.25	0.00	26.25	0.00	26.25
Hockridge, Marjorie	27.00	0.00	27.00	0.00	27.00
Stoutt, Sandra	1.00	0.00	1.00	0.00	1.00
Tucker, Norah	-3.75	0.00	-3.75	0.00	-3.75
White, Lynn	27.25	0.00	27.25	0.00	27.25
Woodrow, Jacqueline	14.75	0.00	14.75	0.00	14.75
Worrall, Denise	-4.75	0.00	-4.75	0.00	-4.75

**OUTSTANDING SOCIAL CONTRACT TIME
AS OF DECEMBER 29, 1996**

EMERGENCY					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Carter, Patt	113.25	16.25	97.00	6.00	91.00
Crowther, Patricia	116.25	20.25	96.00	19.50	76.50
Dallaire, Georgette	73.25	15.50	57.75	11.25	46.50
Demunnik, Bernadette	0.00	0.00	0.00	0.00	0.00
Gehrke, Jeaninie	96.75	19.75	77.00	7.75	69.25
Hart, Michele	83.75	13.50	70.25	0.00	70.25
Long, Marlene	18.75	0.00	18.75	0.00	18.75
MacInnes, Elaine	91.00	19.75	71.25	1.75	69.50
McFadden, Sandra	75.75	17.25	58.50	2.50	56.00
Miller, Mark	49.25	16.50	32.75	7.50	25.25
Mulvihill, Margaret	116.75	17.00	99.75	3.75	96.00
Rodgers, Elizabeth	0.00	0.00	0.00	0.00	0.00
Sonnenberg, Marie	109.50	14.50	95.00	2.00	93.00
Peese, Pamela PT	96.50	11.25	85.25	1.75	83.50
Walker, Cheryll PT	76.75	3.00	73.75	4.75	69.00
Whitfield, Barbara	106.00	20.75	85.25	11.50	73.75

**OUTSTANDING SOCIAL CONTRACT TIME
AS OF DECEMBER 29, 1996**

DIALYSIS					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Bestvater, Leanne PT	18.75	0.00	18.75	0.00	18.75
Collins, Jane	26.25	0.00	26.25	0.00	26.25
Moore, Catherine	97.50	0.00	97.50	0.00	97.50
Meyer, Carol	42.75	0.00	42.75	0.00	42.75
Ostertag, Tina	60.00	0.00	60.00	0.00	60.00
Stone, Yvonne	82.50	3.75	78.75	0.00	78.75
White, Jane	22.50	7.50	15.00	0.00	15.00
Woodside, Lenore	22.50	0.00	22.50	0.00	22.50

PAC					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Lazier, Marilyn	-4.00	0.00	-4.00	0.00	-4.00

DAY SURGERY					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Johnson, Muriel	-7.50	0.00	-7.50	0.00	-7.50
Ritter, Shelley	-26.75	0.00	-26.75	0.00	-26.75
McGill, Deborah	19.25	7.50	11.75	0.00	11.75

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ONCOLOGY					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
<i>Crooks, Berry</i>	0.00	0.00	0.00	0.00	0.00

TERMINATED					
NAME	Dec. 31, 1995 Balance	X Used	June 30, 1996 Balance	X Used	Dec. 29, 1996 Balance
Burnie, Marg			0.00		
Phillips, Jeanne			0.00		

OUTSTANDING SOCIAL CONTRACT TIME**AS OF MARCH 8, 1998**

DEPARTMENT	NAME	MARCH 8, 1998 BALANCE (HOURS)
HARVEY 4	ATTENBOROUGH, Rose	4.25
	FRANKS, Maxine	22.50
	HEWITT, Sharon	26.25
	MACLEOD, Tammy	31.00
BIRTHING AND NEW FAMILY SERVICES	BAIKIE, Catherine	70.50
	BALKWILL, Sharon	62.50
	BALL, Kelly	61.00
	CARRICK, Frances	77.55
	CLARKE, Debra	68.50
	COLLINS, Nancy	105.00
	COLUMBUS, Charlene	76.00
	CORBETT, Ellen	90.75
	CRAWFORD, Patricia	101.75
	EDMUNDS, Leslee	80.00
	EDWARDS, Irene	63.25
	HOLMES, Donna	75.00
	KIRKLAND, Sheila	47.25
	MADILL, Peggy	76.25
	NOSWORTHY, Linda	37.50
	QUINLAN, Kathleen	75.50
	SEARS, Dawn	53.75
STANTON, Dianne	71.25	
THIBEDEAU, Bernice	45.00	
TINNEY, Glenna	71.25	
WOOD, Deborah	81.50	
INTENSIVE CARE UNIT	BLACKWELL, Stewart	7.75
	MAH, Sonya	15.00
	MCCREITH, Elaine	23.25
	MISKE, Catherine	8.25
	POMEROY, Colleen	29.25
	ROBINSON, Laurie	15.50
	SNOW, Dorothy	14.50
SRIGLEY, Sharon	9.25	

EMERGENCY	CARTER, Patt	70.25
	CROWTHER, Patricia	40.25
	DALLAIRE, Georgette	37.25
	GEHRKE, Jeanine	36.00
	HART, Michele	57.50
	MACINNES, Elaine	56.25
	MCFADDEN, Sandra	39.75
	MILLER, Mark	13.25
	MULVIHILL, Margaret	74.00
	SONNENBURG, Marie	46.25
WHITFIELD, Barb	67.75	
DAY SURGERY	MCGILL, Deborah	11.75
HARVEY 2	BALL, Leslie	27.25
	DOLSON, Helle-Mai	20.25
	RODGER, Cynthia	30.00
DIALYSIS	ARBOUR, Jane	3.75
	MOORE, Catherine	97.50
	NIDDERY, Jane	15.00
	OSTERTAG, Tina	46.00
	STONE, Yvonne	78.75
	WOODSIDE, Lenore	22.50
SOLDIERS 1	MURPHY-STEPHEN, Gail	8.75
	THOMPSON, Virginia	7.00
DIABETIC EDUCATION	STEWART, Pauline	35.00
PSYCHIATRIC UNIT	BOYD, Lynne	7.50
SOLDIERS 2	JELLEY, Sharon	31.00
	PALMER, Janet	-7.50
	PATTERSON, Kenna	-7.50
TOTAL		2665.50