

COLLECTIVE AGREEMENT

between

**GERALDTON DISTRICT HOSPITAL INC.
(hereinafter referred to as the "Hospital")**

and

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

EXPIRY: MARCH 31, 1998

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APPENDIX 3

GERALDTON DISTRICT HOSPITAL INC.

PAY EQUITY ADJUSTED RATES

<u>REGISTERED NURSE</u>		Effective <u>Jan. 1/96</u>	Effective <u>Apr. 1/97</u>
Start	- Monthly	\$2915.25	\$2973.55
	- Hourly	\$17.94	\$18.30
1 Year	- Monthly	\$3061.50	\$3122.73
	- Hourly	\$18.84	\$19.22
2 Years	- Monthly	\$3183.38	\$3247.05
	- Hourly	\$19.59	\$19.98
3 Years	- Monthly	\$3350.75	\$3417.77
	- Hourly	\$20.62	\$21.03
4 Years	- Monthly	\$3516.50	\$3586.83
	- Hourly	\$21.64	\$22.07
5 Years	- Monthly	\$3683.88	\$3757.56
	- Hourly	\$22.67	\$23.12
6 Years	- Monthly	\$3891.88	\$3969.72
	- Hourly	\$23.95	\$24.43
7 Years	- Monthly	\$4099.88	\$4181.88
	- Hourly	\$25.23	\$25.73
8 Years	- Monthly	\$4307.88	\$4394.04
	- Hourly	\$26.51	\$27.04
9 Years	- Monthly	\$4517.50	\$4607.85
	- Hourly	\$27.80	\$28.36
<u>GRADUATE NURSE</u>			
Start	- Monthly	\$2883.47	\$2941.14
	- Hourly	\$17.74	\$18.09
1 Year	- Monthly	\$2918.18	\$2976.54
	- Hourly	\$17.96	\$18.32
2 Years	- Monthly	\$3032.17	\$3092.81
	- Hourly	\$18.66	\$19.03

HEAD NURSE/HOME CARE CO-ORDINATOR

Start	- Monthly	\$3314.93	\$3181.23
	- Hourly	\$20.40	\$20.81
1 Year	- Monthly	\$3593.90	\$3665.78
	- Hourly	\$22.12	\$22.56
2 Years	- Monthly	\$3771.03	\$3846.45
	- Hourly	\$23.21	\$23.67
3 Years	- Monthly	\$3999.79	\$4079.78
	- Hourly	\$24.61	\$25.10
4 Years	- Monthly	\$4155.45	\$4238.56
	- Hourly	\$25.57	\$26.08
5 Years	- Monthly	\$4330.40	\$4417.01
	- Hourly	\$26.65	\$27.18
6 Years	- Monthly	\$4544.55	\$4635.44
	- Hourly	\$27.97	\$28.53
7 Years	- Monthly	\$4746.84	\$4841.78
	- Hourly	\$29.21	\$29.79

APPENDIX 4GERALDTON DISTRICT HOSPITAL INC.SUPERIOR CONDITIONS (FULL-TIME) (HOSPITAL)

1. Full-time employee(s) who on or before September **24, 1987**, have completed fifteen (15) years of continuous service shall be entitled to an annual vacation of five (5) weeks.
2. An employee(s) will be paid time and one-half for an ambulance trip if the time required for the total trip is in excess of the employee(s)' regular shift. It is understood that the employee(s) will be paid as if she or he completed her or his return in the most expeditious manner available.

SUPERIOR CONDITIONS (PART-TIME) (HOSPITAL)

1.
 - (a) A casual part-time employee(s) who on September **24, 1987**, has completed less than four (4) years of equivalent service shall receive six percent (6%) of her or his gross salary for work performed.
 - (b) A casual part-time employee(s) who on September **24, 1987**, has completed four (**4**) years of equivalent service but less than fifteen (15) years of equivalent service shall receive seven percent (7%) of her or his gross salary for work performed.
2. An employee(s) will be paid time and one-half for an ambulance trip if the time required for the total trip is in excess of the employee(s)' regular shift. It is understood that the employee(s) will be paid as if she or he completed her or his return in the most expeditious manner available.

SUPERIOR CONDITIONS (PART-TIME) (NAKINA CLINIC)

1. An employee(s) will be paid time and one-half for an ambulance trip if the time required for the total trip is in excess of the employee(s)' regular shift. It is understood that the employee(s) will be paid as if she or he completed her or his return in the most expeditious manner available.

SUPERIOR CONDITIONS (PART-TIME) (NAKINA CLINIC)

1.
 - (a) A casual part-time employee(s) who on September **24, 1987**, has completed less than four (4) years of equivalent service shall receive six percent (6%) of her or his gross salary for work performed.
 - (b) A casual part-time employee(s) who on September **24, 1987**, has completed four (**4**) years of equivalent service but less than fifteen (15) years of equivalent service shall receive seven percent (**7%**) of her or his gross salary for work performed.
2. An employee(s) will be paid time and one-half for an ambulance trip if the time required for the total trip is in excess of the employee(s)' regular shift. It is understood that the employee(s) will be paid as if she or he completed her or his return in the most expeditious manner available.
3. Regular part-time employee(s) who currently receive holiday pay for five (5) holidays shall continue to receive these.

SUPERIOR CONDITIONS (PART-TIME) (HOME CARE PROGRAMME)

1.
 - (a) A casual part-time employee(s) who on September **24, 1987**, has completed less than four (**4**) years of equivalent service shall receive six percent (6%) of her or his gross salary for work performed.
 - (b) A casual part-time employee(s) who on September **24, 1987**, has completed four (**4**) years of equivalent service but less than fifteen (**15**) years of equivalent service shall receive seven percent (**7%**) of her or his gross salary for work performed.

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APPENDIX 5

APPENDIX
ON
LOCAL ISSUES

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(hereinafter referred to as the "Hospital")

AND:

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

ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Union as the sole and exclusive bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by Geraldton District Hospital Inc., in Geraldton, Longlac and Nakina, save and except Supervisors, persons above the rank of Supervisor and persons regularly employed for not more than twenty-four (24) hours per week.
- A.2 The Hospital recognizes the Union as the sole and exclusive bargaining agent of all registered and graduate nurses employed in a nursing capacity by Geraldton District Hospital Inc., in Geraldton, Longlac and Nakina, regularly employed for not more than twenty-four (24) hours per week, save and except Supervisors and persons above the rank of Supervisor.
- A.3 The word "employee(s)" when used in this Agreement shall mean persons included in the bargaining unit as set out in A.1 and A.2 above and who work in the Hospital in Geraldton, the Nakina Clinic and the Home Care Programme.

ARTICLE B - MANAGEMENT RIGHTS

B.1 The Union recognizes that the management of the Geraldton District Hospital Inc., and the direction of the working forces are fixed exclusively with the Hospital and shall remain with the Hospital, except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employee(s), provided that a claim of suspension, discipline or discharge without just cause may be the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, hours of work, job rating and classification, work assignments, methods of doing the work and the working establishment for the service;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- (e) make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employee(s) which are not inconsistent with the provisions of this Agreement.

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

ARTICLE C - UNION COMMITTEES AND REPRESENTATIVES

C.1 The parties agree that Union Representatives and Committee Members, as provided for in the Central Agreement, may be from either the full-time or part-time bargaining unit and shall represent both bargaining units.

The Hospital shall recognize the following representatives and committee members:

(a) Union Representatives

Four (4) Union Representatives, one (1) of whom is full-time from the Hospital, one (1) of whom is part-time from the Hospital, one (1) from the Nakina Clinic and one (1) from the Home Care Programme.

(b) Grievance Committee

Two (2) employee(s), one (1) of whom is full-time and one (1) of whom is part-time.

(c) Negotiating Committee

Four (4) employee(s), one (1) of whom is full-time from the Hospital, one (1) of whom is part-time from the Hospital, one (1) from the Nakina Clinic and one (1) from the Home Care Programme.

(d) Hospital-Union Committee

Two (2) representatives of the Union and an equal number of representatives from the Hospital.

C.2 Union Interview

The interview period, provided for in the Central Agreement, will normally be scheduled during the newly employed employee(s)' orientation period. The Hospital will notify the Local Union of the date and time of the newly hired employee(s)' orientation period and the interview times shall be mutually agreed.

ARTICLE D - LEAVE OF ABSENCED.1 Union Business

As provided for in the Central Agreement, the cumulative total leave of absence for Union business for the Hospital in Geraldton, the Nakina Clinic and the Home Care Programme shall not exceed forty (40) days (including both full-time and part-time employee(s)) during the calendar year, subject to the following conditions:

- (a) request for leave shall be made in writing at least three (3) weeks prior to the commencement of the leave, except in unusual circumstances;

- (b) no more than two (2) employee(s) shall be given leave at the same time;
- (c) the granting of the leave may be affected by staffing requirements for the time of the requested leave. The Director of Nursing may then limit the number of employee(s) absent at one time to no more than one (1) employee from a unit or work area. Such limitation shall not be unreasonably exercised.

D.2 The number of employee(s) that may be absent from the Hospital, the Nakina Clinic and the Home Care Programme on prepaid leave at one time shall be one (1) full-time and one (1) part-time.

ARTICLE E - MISCELLANEOUS

E.1 Bulletin Boards

The Hospital will provide the Union with bulletin board space.

E.2 Payment of Wages

The Hospital agrees that wages will be paid on a regular bi-weekly basis every second Friday. When a paid holiday falls on that day, wages will be paid one (1) day in advance.

E.3 Seniority Lists

The seniority lists, as provided for in the Central Agreement, will be posted twice per year by April 1st and October 1st.

E.4 The Hospital will notify the Local President of the names of all employee(s) who go off work due to a work related injury or when an employee(s) goes on L.T.D.

The Hospital will provide to the Union, a monthly list of all employee(s) on modified work programs at the beginning of each month.

E.5 When it has been medically determined that an employee(s) is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Staff Representative of the Ontario Nurses' Association and the Local Representative to discuss the circumstances surrounding the employee(s)' return to suitable work.

E.6 The Hospital agrees to provide the Union and employee(s) with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

E.7 (Home Care Programme)
A nurse required to use her automobile for work will be compensated at the rate of thirty-six cents (36c) per kilometre. Effective April 1, 1992, increase the rate to thirty-nine cents (39c) per kilometre. Mileage distances will be calculated in accordance with the present practice.

ARTICLE F - SCHEDULING OF HOURS

F.1 (Hospital)

The following scheduling regulations for the Hospital will be observed:

- (a) Employee(s) will not be scheduled to work more than seven (7) consecutive tours of work. Premium pay shall be paid for each subsequent consecutive tour worked in excess of seven (7) until one (1) day off is given.
- (b) in any two (2) week period, at least four (4) days off must be scheduled. At least two (2) days off must be consecutive. The remaining two (2) days off may be split.
- (c) The nursing schedule will be posted by the fifteenth day of the preceding month and will cover a one (1) month period. Requests for changes in posted time schedules must be submitted for approval in writing to the Director of Nursing or designate and must be co-signed by the employee(s) willing to change days off or days of work.
- (d) The Hospital will schedule one (1) weekend off in three (3) and will endeavour to schedule one (1) weekend off in two (2). An employee(s) will receive premium pay as outlined in the Central Agreement for all hours worked on a third and subsequent consecutive weekend, save and except where:
 - (i) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
 - (ii) such employee(s) requested weekend work; or
 - (iii) such weekend is worked as the result of an exchange of shifts with another employee(s).
- (e) A weekend shall consist of at most fifty-six (56) hours starting no later than the end of the Friday evening tour and ending no sooner than the beginning of the Monday day tour.

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- (9) An employee(s) will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's. The foregoing shall not apply in those areas where employee(s) do not normally work on weekends and paid holidays. The scheduling regulations listed in Article F.1 other than F.1 (9) may be waived between December 15th and January 15th.

For the purposes of this clause, Christmas shall include December 24th, December 25th and December 26th and New Year's shall include December 31st and January 1st.

If more employee(s) request a specific time period than can have it, time will be scheduled so that employee(s) are given the opposite time to what they received the year before.

- (g) The Hospital will not schedule split tours.
- (h) No less than two (2) consecutive tours shall be scheduled off between tour changes and at least forty-eight (48) hours will be scheduled off after night duty when changing to another tour. Except where the employee(s) agrees to such short change, premium pay will be paid for the first tour worked as the result of such short change.
- (i) Employee(s) will not be required to rotate on more than two (2) tours of duty, except in unusual circumstances.
- (j) Requests for specific days off must be submitted in writing no less than two (2) weeks in advance of the posting date of the schedule which covers the requested time off. Employee(s) will be advised in writing within five (5) days of receipt of the request whether or not the request is granted.

F.2 Employee(s) working in the Hospital, the Nakina Clinic or the Home Care Programme will not be scheduled to work in another section of the Employer's operation unless they so request it and the Hospital approves it.

F.3 The night shift shall be considered the first shift of the day for eight (8) hour tours.

F.4 Where an employee(s) chooses equivalent time off as provided in Article 14.09, such time off must be taken at a mutually agreeable time within sixty (60) calendar days of the date the overtime was worked or payment in accordance with Article 14.09 shall be made.

(Nakina Clinic)

- F.5 The following scheduling regulations will be observed:
- (a) Employee(s) will not be scheduled to work more than five (5) tours in a row, Monday to Friday. The employee(s) will continue to work a flexible schedule.
 - (b) The Hospital will schedule one (1) weekend off in three (3) and will endeavour to schedule one (1) weekend off in two (2). An employee(s) will receive premium pay as outlined in the Central Agreement for all hours worked on a third and subsequent consecutive weekend, save and except where:
 - (i) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
 - (ii) such employee(s) requested weekend work; or
 - (iii) such weekend is worked as the result of an exchange of shifts with another employee(s).
- F.6 Employee(s) working in the Hospital, the Nakina Clinic or the Home Care Programme will not be scheduled to work in another section of the Employer's operation unless they so request and the Hospital approves it.
- F.7 The night shift shall be considered the first shift of the day for eight (8) hour tours.
- F.8 Where an employee(s) chooses equivalent time off as provided in Article 14.09, such time off must be taken at a mutually agreeable time within sixty (60) calendar days of the date the overtime was worked or payment in accordance with Article 14.09 shall be made.
- F.9 Those employee(s) presently taking part in a job-sharing arrangement shall be entitled to continue in a job-sharing situation. If one of the job-sharers leaves and the remaining employee(s) wishes to continue to job-share, the vacant position shall be posted in accordance with the Collective Agreement.
- If the vacancy cannot be filled internally, the remaining employee(s) shall be offered the full-time position being shared prior to it being posted or advertised externally.

If she or he does not wish to work full-time, she or he shall be entitled to exercise her or his rights under the lay-off provisions of the Collective Agreement.

(Home Care Programme)

F.10

The following scheduling regulations will be observed:

- (a) The Hospital will schedule one (1) weekend off in three (3) and will endeavour to schedule one (1) weekend off in two (2). An employee(s) will receive premium pay as outlined in the Central Agreement for all hours worked on a third and subsequent consecutive weekend, save and except where:
 - (i) such weekend has been worked by an employee(s) to satisfy days off requested by such employee(s);
 - (ii) such employee(s) requested weekend work; or
 - (iii) such weekend is worked as the result of an exchange of shifts with another employee(s).
- (b) A weekend shall consist of at least fifty-six (56) hours starting no later than the end of the Friday evening tour and ending no sooner than the beginning of the Monday day tour.
- (c) Employee(s) will not be scheduled to work more than seven (7) consecutive tours of work. Premium pay shall be paid for each subsequent consecutive tour worked in excess of seven (7) until one day off is given.
- (d) In any two (2) week period at least four (4) days off must be scheduled. At least two (2) days off must be consecutive. The remaining two (2) days off may be split.
- (e) The nursing schedule will be posted by the fifteenth day of the preceding month and will cover a one (1) month period. Requests for changes in posted time schedules must be submitted for approval in writing to the Director of Nursing or designate and must be co-signed by the employee(s) willing to change days off or days of work.
- (9) An employee(s) will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's. The foregoing

shall not apply unless the employee(s) has been scheduled to work weekends and paid holidays over Christmas and/or New Year's. The scheduling regulations listed in Article F.10 (g) may be waived between December 15th and January 15th.

For the purposes of this clause, Christmas shall include December 24th, December 25th and December 26th and New Year's shall include December 31st and January 1st.

If more employee(s) request a specific time period than can have it, time will be scheduled so that employee(s) are given the opposite time to what they received the year before.

- (g) Requests for specific days off must be submitted in writing no less than two (2) weeks in advance of the posting date of the schedule which covers the requested time off. Employee(s) will be advised in writing within five (5) days of receipt of the request whether or not the request is granted.

F.11 Employee(s) working in the Hospital, the Nakina Clinic or the Home Care Programme will not be scheduled to work in another section of the Employer's operation unless they so request it and the Hospital approves it.

F.12 The night shift shall be considered the first shift of the day for eight (8) hour tours.

F.13 Where an employee(s) chooses equivalent time off as provided in Article 14.09, such time off must be taken at a mutually agreeable time within sixty (60) calendar days of the date the overtime was worked or payment in accordance with Article 14.09 shall be made.

F.14 (i) The Home Care Programme employee(s) in conjunction with the Director of Nursing or designate are mutually responsible for scheduling visits on a weekly basis.

(ii) Travel time will be considered time worked and will be paid for at the employee(s)' appropriate rate.

F.15 Regular Part-Time Commitment

A regular part-time employee(s) shall make a written commitment to be available to be scheduled to work as follows:

- (i) three (3) 7.5 hour tours; or two (2) 11.25 hour tours; or up to twenty-four (24) hours in a week;
- (ii) over either Christmas or New Year's;
- (iii) at least one (1) weekend in two (2);
- (iv) during eleven (11) months of the year.

All other part-time employee(s) shall be casual.

F.16

- (a) All regular part-time employee(s) in a unit will be scheduled up to their commitment hours by seniority before any casual part-time employee(s) are utilized.
- (b) When regular part-time employee(s) 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 employee(s) on the unit on the basis of seniority, prior to offering tours to casual employee(s), subject to the following:
 - (i) employee(s) 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 regular part-time employee(s) 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, employee(s) 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.

ARTICLE G - VACATIONS

- G.1** The vacation year shall be from April 1st in any year to March 31st of the following year. The date for determining vacation entitlement shall be the March 31st prior to the vacation year.
- G.2** Subject to **G.4** vacations may be taken at any time of the year and will be scheduled as follows:
- (i) vacation request lists including the amount of vacation owing to each employee(s) shall be posted in each area on April 1st of each year and remain posted until May 1st. Employee(s) will write their requests for vacation time off in the vacation year on the posted list. Vacation requests in the Hospital, the Nakina Clinic and the Home Care Programme areas will be separate from each other area. A list of approved vacations will be posted in each area no later than May 15th of each year. In cases of conflict, seniority will govern. It is understood that the Hospital may set reasonable limits regarding the number of employee(s) off on vacation at one time;
 - (ii) vacations requested on or after May 1st in any year will be granted on a first come basis. Vacation requests will be submitted in writing no later than six (6) weeks prior to the time requested, except in unusual circumstances. The Hospital will reply in writing within one (1) week of receipt of the request;
 - (iii) vacation may be commenced on any day of the week; and
 - (iv) vacations must be taken in periods of not less than five (5) consecutive working days.
- G.3** Vacations may not normally be accumulated from one (1) year to the next but must be taken each vacation year unless otherwise arranged with the Director of Nursing and the Chief Executive Officer.
- G.4** Vacation will only be granted during the Christmas and New Year's holiday period (December 15th to January 15th), provided the Hospital is adequately staffed during this period.

- G.5 Prior to leaving on vacation, an employee(s) shall be notified of the date and tour on which she or he will be required to report for work following her or his vacation or such information shall be on the posted schedule prior to leaving on vacation.
- G.6 Part-time vacation pay will be paid on a bi-weekly basis.
- G.7 Regular part-time employee(s) who have completed sufficient years of equivalent service to be entitled to more than four (4) weeks of vacation time off (in accordance with the full-time qualification levels in the Central Agreement) will be entitled to the greater amount of vacation time off without pay (inclusive of the period provided in Article F. 15 (iv)).

ARTICLE H - PAID HOLIDAYS

H.1 In accordance with the Central Agreement, the following are designated as holidays:

- | | |
|------------------------|------------------|
| New Year's Day | Civic Holiday |
| 3rd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day (July 1st) | Boxing Day |

H.2 (Full-Time)

When an employee(s) qualifies for lieu days, the lieu day shall be granted within the period of ninety (90) days following the holiday. Such lieu day shall be by mutual agreement. If not mutually agreed, the employee(s) will be paid in accordance with the Central Agreement. Lieu days will be utilized in the order of accumulation.

H.3 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday 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.

H.4 (Full-Time)

The Hospital will endeavour to share time off on paid holidays equally among full-time employee(s).

H.5 (Full-Time)

A request for lieu days off must be requested in writing at least one (1) week in advance of the requested time off, except in unusual circumstances. The Hospital will respond in writing no later than five (5) days after submission of the request.

H.6 If a part-time employee(s) is scheduled to work the weekend of a paid holiday, the Hospital shall endeavour to schedule her or him to work the paid holiday.

ARTICLE I- EXTENDED TOURSI.1 Objective

To establish extended tours for Registered and Graduate Nurses on any unit in the Hospital.

I.2 Introduction of Extended Tours

(a) Extended tours shall be introduced into any unit when:

- (i) eighty percent (80%) of the employee(s) affected so indicate by secret ballot; and
- (ii) the Hospital agrees to implement extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.

(b) Trial Period

The parties agree that a trial period for extended tours will be up to six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated separately by both nursing administration and the employee(s). Extended tours will be continued if eighty percent (80%) of the employee(s) affected so indicate by secret ballot cast at the end of the trial period and upon agreement of the Hospital; such agreement shall not be withheld in an arbitrary or unreasonable manner.

I.3 Discontinuation of Extended Tours

- (a) Extended tours may be discontinued in any unit when:
- (i) eighty percent (80%) of the employee(s) affected so indicate by secret ballot; or
 - (ii) the Hospital because of:
 - (1) adverse affects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) financial constraints, or
 - (4) any other reason pertaining to the Hospital's responsibilities in operating the Hospital which is neither unreasonable nor arbitrary,

states its intention in writing to the Union to discontinue extended tours.
- (b) When notice of discontinuation is given by either party in accordance with paragraph (a) above:
- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (ii) where it is determined that extended tours will be discontinued, affected employee(s) shall be given sixty (60) days' notice before the schedules are so amended.

I.4 Participation

All full-time and part-time employee(s) falling within the bargaining units on the unit will, as a condition of employment, be required to work extended tours on a rotating basis in accordance with the unit's posted schedules. This will not apply to any employee who is scheduled to work permanent days or who is scheduled to work less than a full extended tour.

- I.5 The terms and conditions of the Collective Agreement apply except as amended below:

(a) Hours of Work

An extended tour on a unit shall consist of twelve (12) hours and normal tour hours will be from 0730 to 1930 and 1930 to 0730. Should a seven and one-half (7 1/2) hour tour be scheduled, the normal tour hours will be:

0000 - 0800

0800 - 1600

1600 - 0000

(b) Meal and Rest Periods

Normally, the paid and unpaid time will be scheduled as follows:

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

~~two~~ (2) thirty (30) minute meal periods of which fifteen (15) minutes will be paid.

(c) Scheduling

(1) employee(s) will be scheduled every second weekend ~~off~~. An employee(s) will receive the premium pay as provided in Article 14.03 for all hours worked on a second and additional, if any, subsequent consecutive weekend, save and except where:

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

(ii) such employee(s) has requested weekend work; or

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

(2) employee(s) will not be scheduled to work more than three (3) consecutive extended tours. If an employee(s) works more than three (3) consecutive extended tours at the request of the Hospital, she or he shall receive the premium

pay as provided in Article 14.03 for all hours worked until she or he receives a day off.

- (3) the day shift shall be considered the first shift of the day for purposes of the extended tour schedule.
- (4) the following scheduling clauses shall not apply to extended tour scheduling:

F.1 (a),
F.1 (d) and
F.3.

ARTICLE J - JOB-SHARING

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:

- J.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis.
- J.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) employee(s) and the Director of Nursing or designate.
- J.3 The above schedules shall conform with the full-time scheduling provisions of the Collective Agreement.
- J.4 Each job-sharer may exchange shifts with her or his partner, as well as with other employee(s) as provided by the Collective Agreement.
- J.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(s) would be required to work.
- J.6 Coverage

It is expected that both job-sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Director of Nursing or designate must be notified to book

coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.

J.7 Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Agreement:

In the event that one (1) member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Director of Nursing or designate, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

J.8 Implementation

(a) 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.

(b) Any incumbent full-time employee(s) 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.

J.9 If one of the job-sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee(s) will have the option of continuing the full-time position or reverting to a part-time position for which she or he is qualified. If she or 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.

DATED at Geraldton, Ontario, this ²³29 day of ²⁰⁰⁰June, 1999. *zfc*

FOR THE HOSPITAL

[Signature]
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[Signature]

FOR THE UNION

[Signature]
[Signature]
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24
LETTER OF UNDERSTANDING

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(hereinafter referred to as the "Hospital")

AND:

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

RE: THE APPLICATION OF ARTICLE 14.13 OF THE CENTRAL AGREEMENT

The parties agree that the evening shift, including a fifteen (15) minute tag end for reporting purposes, ends at 0015. The parties further agree that so long as this circumstance continues to operate, an employee(s) leaving the Hospital at this normal end of shift time will not be entitled to claim under Article 14.13 of the Central Agreement.

An employee(s) who works overtime at the end of the evening shift would still be entitled to benefit under the above clause.

DATED at Geraldton, Ontario, this ²⁰⁰⁰ 19th day of June, 1999. *JH*

FOR THE HOSPITAL

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]

[Signature]
[Signature]
9-11-01.C08

LETTER OF UNDERSTANDING

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(hereinafter referred to as the "Hospital")

AND:

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

The parties agree that the following regular part-time employee(s) presently take part in the Hospital Group Benefit Programme (excluding pension):

Pauline Taphorn

These employee(s) will be entitled to remain in the benefit group on the following conditions:

1. The employee(s) is responsible for paying one hundred percent (100%) of the billed premiums.
2. These premium payments must be paid to the Hospital in advance of the Hospital being required to pay the insurer. (The Hospital will advise the employee(s) of the due dates for premiums).
3. Failure to pay the Hospital by the required date will automatically terminate the benefit(s) at the end of the period for which the employee(s) has already paid.

DATED at Geraldton, Ontario, this ^{th 26} 29 day of ²⁰⁰⁰ June, 1999. *ZPL*

FOR THE HOSPITAL

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]

[Signature]

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[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

**GERALDTON DISTRICT HOSPITAL INC.
(hereinafter referred to as the "Hospital")**

AND:

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

**RE: CHANGEOVER FROM DAYLIGHT SAVING TIME TO STANDARD TIME AND VICE-
VERSA**

The parties agree that when the changeover from Standard Time to Daylight Saving Time occurs, the employee(s) working *the* shift when the change occurs shall be paid for seven and one-half (7 1/2) hours for the regular six and one-half (6 1/2) hour tour. Similarly, when the changeover from Daylight Saving Time to Standard Time occurs, the affected employee(s) will be paid for seven and one-half (7 1/2) hours for the regular eight and one-half (8 1/2) hour tour.

DATED at Geraldton, Ontario, this ^{27th} day of ^{June} ~~June~~, ²⁰⁰⁰ 1999. *[Handwritten initials]*

FOR THE HOSPITAL

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FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(hereinafter referred to as the "Hospital")

AND:

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

The parties agree to establish an Ad Hoc Scheduling Committee for developing a staff rotation to consider changing seven (7) tours to six (6) tours and weekend duration from fifty-six (56) to sixty-four (64) hours.

The Committee must operate under all current scheduling regulations within the Collective Agreement.

DATED at Geraldton, Ontario, this th 29 day of ²⁰⁰⁰ ~~June~~, 1999. *[Handwritten initials]*

FOR THE HOSPITAL

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FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(hereinafter referred to as the "Hospital")

AND:

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

RE: VIOLENCE IN THE WORKPLACE

The parties agree to the formulation of a Joint Committee which will be established to deal with issues pertaining to violence in the workplace. It is understood that O M will have equal representation on this Committee. This Committee is to be in place by October 31, 1996.

, DATED at Geraldton, Ontario, this ^{27th} day of ^{June} 1999. ²⁰⁰⁰ ^{PLM}

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]

FOR THE UNION

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[Signature]
[Signature]
[Signature]

APPENDIX 6
ONA PROFESSIONAL RESPONSIBILITY COMPLAINT FORM

NOTIFICATION OF IMPROPER WORK ASSIGNMENT

DATE/TIME OF OCCURRENCE _____

DATE TO EMPLOYER _____

AGENCY _____

WARD _____

SHIFT _____

TYPE OF CARE _____

BED CAPACITY _____

PATIENTS (#) _____

STAFFING _____

USUAL STAFFING _____

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

To correct this problem, I/we recommend:

=====
NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED

DATE/TIME OF NOTIFICATION

RESPONSE / ACTION

=====
Signature of Complainant(s):

=====
I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses'