

| | | | |
|-------------------|-----|----|----|
| SOURCE | ONA | | |
| EFF. | 88 | 04 | 01 |
| TERM. | 91 | 03 | 31 |
| No. OF EMPLOYEES | 117 | | |
| NOMBRE D'EMPLOYÉS | ✓ | | |

A.H.

Full-Time

COLLECTIVE AGREEMENT

between

LAKE OF THE WOODS DISTRICT HOSPITAL
(hereinafter called the "Hospital")

and

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Association")

EXPIRY: MARCH 31, 1991

1991 03 31

056580

PART-TIME SALARIES

APRIL 1, 1988

REGULAR STRAIGHT
TIME HOURLY RATE

INSTRUCTOR - REGISTERED NURSING ASSISTANTS' TRAINING CENTER

| | |
|---------|---------|
| Start | \$16.62 |
| 1 Year | 17.25 |
| 2 Years | 17.49 |
| 3 Years | 17.79 |
| 4 Years | 18.19 |
| 5 Years | 18.52 |
| 6 Years | 18.90 |
| 7 Years | 19.34 |

1. The function of the Director of the Training Center shall be excluded from the bargaining unit.
2. Instructors shall be covered by all provisions of the Collective Agreement including vacation entitlement.
3. All monetary and monetary related provisions of the Collective Agreement shall accrue to the credit of such instructors while they are gainfully engaged during the academic year. They will be required to pay full costs of those benefits which are normally share costed with the Hospital and not accrue of any of the monetary related benefits during the period of lay-off.

signed at Kenora, Ontario this 11th day of July, 1988

FOR THE HOSPITAL

ONTARIO NURSES' ASSOCIATION

Royal G. Schetter R.
T. Kitson
R. Muir

Evelyn Burke, E.R.O.
Judy Lambson
Peggy Spindler

APPENDIX 3

LAKE OF THE WOODS DISTRICT HOSPITAL

FULL-TIME SALARIES

APRIL 1, 1988

OCCUPATIONAL HEALTH
AND SAFETY NURSE

REGULAR STRAIGHT
TIME HOURLY RATE

MONTHLY RATE

| | | |
|---------|---------|-----------|
| Start | \$18.48 | \$3002.88 |
| 1 Year | 19.14 | 3110.97 |
| 2 Years | 19.40 | 3152.77 |
| 3 Years | 19.70 | 3200.84 |
| 4 Years | 20.09 | 3265.06 |
| 5 Years | 20.43 | 3320.58 |
| 6 Years | 20.81 | 3382.38 |
| 7 Years | 21.24 | 3451.51 |

REGISTERED NURSE

| | | |
|---------|---------|-----------|
| Start | \$15.85 | \$2575.55 |
| 1 Year | 16.45 | 2673.38 |
| 2 Years | 16.71 | 2715.06 |
| 3 Years | 17.01 | 2763.67 |
| 4 Years | 17.39 | 2825.96 |
| 5 Years | 17.73 | 2881.64 |
| 6 Years | 18.12 | 2944.28 |
| 7 Years | 18.55 | 3013.88 |

GRADUATE NURSE

| | | |
|---------|---------|-----------|
| Start | \$15.36 | \$2496.73 |
| 1 Year | 15.94 | 2589.44 |
| 2 Years | 16.17 | 2627.90 |
| 3 Years | 16.45 | 2673.02 |
| 4 Years | 16.81 | 2731.29 |
| 5 Years | 17.31 | 2783.39 |
| 6 Years | 17.48 | 2840.35 |
| 7 Years | 17.88 | 2906.00 |

FULL-TIME SALARIES

APRIL 1, 1988

REGULAR STRAIGHT
TIME HOURLY RATE

MONTHLY RATE

INSTRUCTOR - REGISTERED NURSING ASSISTANTS' TRAINING CENTER

| | | |
|---------|---------|-----------|
| Start | \$16.62 | \$2699.94 |
| 1 Year | 17.25 | 2803.31 |
| 2 Years | 17.49 | 2842.66 |
| 3 Years | 17.79 | 2890.80 |
| 4 Years | 18.19 | 2955.11 |
| 5 Years | 18.52 | 3009.02 |
| 6 Years | 18.90 | 3071.48 |
| 7 Years | 19.34 | 3143.48 |

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APPENDIX 3

LAKE OF THE WOODS DISTRICT HOSPITAL

FULL-TIME SALARIES

APRIL 1, 1989

OCCUPATIONAL HEALTH
AND SAFETY NURSE

REGULAR STRAIGHT
TIME HOURLY RATE

MONTHLY RATE

| | | |
|---------|---------|-----------|
| Start | \$18.85 | \$3062.94 |
| 1 Year | 19.81 | 3219.85 |
| 2 Years | 20.08 | 3263.12 |
| 3 Years | 20.39 | 3312.87 |
| 4 Years | 20.85 | 3387.50 |
| 5 Years | 21.20 | 3445.10 |
| 6 Years | 21.60 | 3509.22 |
| 7 Years | 22.04 | 3580.94 |
| 8 Years | 22.37 | 3634.65 |

REGISTERED NURSE

| | | |
|---------|---------|-----------|
| Start | \$16.17 | \$2627.06 |
| 1 Year | 17.03 | 2766.95 |
| 2 Years | 17.29 | 2810.09 |
| 3 Years | 17.60 | 2860.40 |
| 4 Years | 18.04 | 2931.93 |
| 5 Years | 18.40 | 2989.70 |
| 6 Years | 18.80 | 3054.69 |
| 7 Years | 19.24 | 3126.90 |
| 8 Years | 19.53 | 3173.80 |

GRADUATE NURSE

| | | |
|---------|---------|-----------|
| Start | \$15.67 | \$2546.66 |
| 1 Year | 16.49 | 2680.07 |
| 2 Years | 16.74 | 2719.88 |
| 3 Years | 17.03 | 2766.58 |
| 4 Years | 17.44 | 2833.71 |
| 5 Years | 17.77 | 2887.77 |
| 6 Years | 18.13 | 2946.86 |
| 7 Years | 18.55 | 3014.98 |
| 8 Years | 18.84 | 3060.20 |

FULL-TIME SALARIES

APRIL 1, 1989

REGULAR STRAIGHT
TIME HOURLY RATE

MONTHLY RATE

INSTRUCTOR - REGISTERED NURSING ASSISTANTS' TRAINING CENTER

| | | |
|---------|---------|-----------|
| Start | \$16.95 | \$2753.94 |
| 1 Year | 17.85 | 2901.43 |
| 2 Years | 18.11 | 2942.15 |
| 3 Years | 18.41 | 2991.98 |
| 4 Years | 18.87 | 3065.93 |
| 5 Years | 19.21 | 3121.86 |
| 6 Years | 19.61 | 3186.66 |
| 7 Years | 20.07 | 3261.36 |
| 8 Years | 20.37 | 3310.28 |

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APPENDIX 3

LAKE OF THE WOODS DISTRICT HOSPITAL

FULL-TIME SALARIES

APRIL 1, 1990

OCCUPATIONAL HEALTH
AND SAFETY NURSE

REGULAR STRAIGHT
TIME HOURLY RATE

MONTHLY RATE

| | | |
|---------|---------|-----------|
| Start | \$19.60 | \$3185.46 |
| 1 Year | 20.61 | 3348.64 |
| 2 Years | 20.88 | 3393.64 |
| 3 Years | 21.20 | 3445.38 |
| 4 Years | 21.68 | 3523.00 |
| 5 Years | 22.05 | 3582.90 |
| 6 Years | 22.46 | 3649.59 |
| 7 Years | 22.92 | 3724.18 |
| 8 Years | 23.26 | 3780.04 |
| 9 Years | 23.61 | 3836.74 |

REGISTERED NURSE

| | | |
|---------|---------|-----------|
| Start | \$16.81 | \$2732.14 |
| 1 Year | 17.71 | 2877.63 |
| 2 Years | 17.98 | 2922.49 |
| 3 Years | 18.31 | 2974.82 |
| 4 Years | 18.76 | 3049.21 |
| 5 Years | 19.13 | 3109.29 |
| 6 Years | 19.55 | 3176.88 |
| 7 Years | 20.01 | 3251.98 |
| 8 Years | 20.31 | 3300.75 |
| 9 Years | 20.62 | 3350.26 |

GRADUATE NURSE

| | | |
|---------|---------|-----------|
| Start | \$16.30 | \$2648.53 |
| 1 Year | 17.15 | 2787.27 |
| 2 Years | 17.41 | 2828.68 |
| 3 Years | 17.71 | 2877.24 |
| 4 Years | 18.14 | 2947.06 |
| 5 Years | 18.48 | 3003.28 |
| 6 Years | 18.86 | 3064.73 |
| 7 Years | 19.30 | 3135.58 |
| 8 Years | 19.59 | 3182.61 |
| 9 Years | 19.88 | 3230.35 |

FULL-TIME SALARIES

APRIL 1, 1990

REGULAR STRAIGHT
TIME HOURLY RATE

MONTHLY RATE

INSTRUCTOR - REGISTERED NURSING ASSISTANTS' TRAINING CENTER

| | | |
|---------|---------|-----------|
| Start | \$17.63 | \$2864.10 |
| 1 Year | 18.57 | 3017.49 |
| 2 Years | 18.83 | 3059.84 |
| 3 Years | 19.15 | 3111.66 |
| 4 Years | 19.62 | 3188.57 |
| 5 Years | 19.98 | 3246.73 |
| 6 Years | 20.39 | 3314.13 |
| 7 Years | 20.87 | 3391.81 |
| 8 Years | 21.19 | 3442.69 |
| 9 Years | 21.50 | 3494.33 |

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APPENDIX 3

LAKE OF THE WOODS DISTRICT HOSPITAL

PART-TIME SALARIES

APRIL 1, 1988

OCCUPATIONAL HEALTH
AND SAFETY NURSE

REGULAR STRAIGHT
TIME HOURLY RATE

| | |
|---------|---------|
| Start | \$18.48 |
| 1 Year | 19.14 |
| 2 Years | 19.40 |
| 3 Years | 19.70 |
| 4 Years | 20.09 |
| 5 Years | 20.43 |
| 6 Years | 20.81 |
| 7 Years | 21.24 |

REGISTERED NURSE

| | |
|---------|---------|
| Start | \$15.85 |
| 1 Year | 16.45 |
| 2 Years | 16.71 |
| 3 Years | 17.01 |
| 4 Years | 17.39 |
| 5 Years | 17.73 |
| 6 Years | 18.12 |
| 7 Years | 18.55 |

GRADUATE NURSE

| | |
|---------|---------|
| Start | \$15.36 |
| 1 Year | 15.94 |
| 2 Years | 16.17 |
| 3 Years | 16.45 |
| 4 Years | 16.81 |
| 5 Years | 17.13 |
| 6 Years | 17.48 |
| 7 Years | 17.88 |

APPENDIX 3

LAKE OF THE WOODS DISTRICT HOSPITAL

PART-TIME SALARIES

APRIL 1, 1989

OCCUPATIONAL HEALTH
AND SAFETY NURSE

REGULAR STRAIGHT
TIME HOURLY RATE

| | |
|---------|---------|
| Start | \$18.85 |
| 1 Year | 19.81 |
| 2 Years | 20.08 |
| 3 Years | 20.39 |
| 4 Years | 20.85 |
| 5 Years | 21.20 |
| 6 Years | 21.60 |
| 7 Years | 22.04 |
| 8 Years | 22.37 |

REGISTERED NURSE

| | |
|---------|---------|
| Start | \$16.17 |
| 1 Year | 17.03 |
| 2 Years | 17.29 |
| 3 Years | 17.60 |
| 4 Years | 18.04 |
| 5 Years | 18.40 |
| 6 Years | 18.80 |
| 7 Years | 19.24 |
| 8 Years | 19.53 |

GRADUATE NURSE

| | |
|---------|---------|
| Start | \$15.67 |
| 1 Year | 16.49 |
| 2 Years | 16.74 |
| 3 Years | 17.03 |
| 4 Years | 17.44 |
| 5 Years | 17.77 |
| 6 Years | 18.13 |
| 7 Years | 18.55 |
| 8 Years | 18.84 |

PART-TIME SALARIES

APRIL 1, 1989

REGULAR STRAIGHT
TIME HOURLY RATE

INSTRUCTOR - REGISTERED NURSING ASSISTANTS' TRAINING CENTER

| | |
|---------|---------|
| Start | \$16.95 |
| 1 Year | 17.85 |
| 2 Years | 18.11 |
| 3 Years | 18.41 |
| 4 Years | 18.87 |
| 5 Years | 19.21 |
| 6 Years | 19.61 |
| 7 Years | 20.07 |
| 8 Years | 20.37 |

1. The function of the Director of the Training Center shall be excluded from the bargaining unit.
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3. All monetary and monetary related provisions of the Collective Agreement shall accrue to the credit of such instructors while they are gainfully engaged during the academic year. They will be required to pay full costs of those benefits which are normally share costed with the Hospital and not accrue of any of the monetary related benefits during the period of lay-off.

APPENDIX 3

LAKE OF THE WOODS DISTRICT HOSPITAL

PART-TIME SALARIES

APRIL 1, 1990

OCCUPATIONAL HEALTH
AND SAFETY NURSE

REGULAR STRAIGHT
TIME HOURLY RATE

| | |
|---------|---------|
| Start | \$19.60 |
| 1 Year | 20.61 |
| 2 Years | 20.88 |
| 3 Years | 21.20 |
| 4 Years | 21.68 |
| 5 Years | 22.05 |
| 6 Years | 22.46 |
| 7 Years | 22.92 |
| 8 Years | 23.26 |
| 9 Years | 23.61 |

REGISTERED NURSE

| | |
|---------|---------|
| Start | \$16.81 |
| 1 Year | 17.71 |
| 2 Years | 17.98 |
| 3 Years | 18.31 |
| 4 Years | 18.76 |
| 5 Years | 19.13 |
| 6 Years | 19.55 |
| 7 Years | 20.01 |
| 8 Years | 20.31 |
| 9 Years | 20.62 |

GRADUATE NURSE

| | |
|---------|---------|
| Start | \$16.30 |
| 1 Year | 17.15 |
| 2 Years | 17.41 |
| 3 Years | 17.71 |
| 4 Years | 18.14 |
| 5 Years | 18.48 |
| 6 Years | 18.86 |
| 7 Years | 19.30 |
| 8 Years | 19.59 |
| 9 Years | 19.88 |

PART-TIME SALARIES

APRIL 1, 1990

REGULAR STRAIGHT
TIME HOURLY RATE

INSTRUCTOR - REGISTERED NURSING ASSISTANTS' TRAINING CENTER

| | |
|---------|---------|
| Start | \$17.63 |
| 1 Year | 18.57 |
| 2 Years | 18.83 |
| 3 Years | 19.15 |
| 4 Years | 19.62 |
| 5 Years | 19.98 |
| 6 Years | 20.39 |
| 7 Years | 20.87 |
| 8 Years | 21.19 |
| 9 Years | 21.50 |

1. The function of the Director of the Training Center shall be excluded from the bargaining unit.
2. Instructors shall be covered by all provisions of the Collective Agreement including vacation entitlement.
3. All monetary and monetary related provisions of the Collective Agreement shall accrue to the credit of such instructors while they are gainfully engaged during the academic year. They will be required to pay full costs of those benefits which are normally share costed with the Hospital and not accrue of any of the monetary related benefits during the period of lay-off.

APPENDIX 4

LAKE OF THE WOODS DISTRICT HOSPITAL

SUPERIOR CONDITIONS

1. Association Security

As per Article 5.05 the Hospital will also include in this list the nurse's classification, category and address.

2. Ambulance Escort (applicable to full-time nurses only).

Actual hours spent in return travel shall be paid at time and one-half.

3. Vacations (applies only to casual nurses employed as at October 23, 1981, and not to new casual nurses hired after this-date).

Casual nurses shall be entitled to receive six percent (6%) vacation pay only.

4. Educational Allowance

Where the Hospital considers that additional educational preparation is required for a job, then such preparation shall be paid for according to the following scale:

| | |
|--|--------------------|
| Special courses and/or Nursing Unit Administration | \$15.00 per month |
| 1 Year University Diploma | \$40.00 per month |
| Bachelor of Science Degree (Nursing) | \$80.00 per month |
| Master's Degree (Nursing) | \$120.00 per month |

In the calculation of a nurse's basic rate of pay the above additional allowance shall not be taken into consideration.

5. Sick Leave Payout (shall apply to full-time nurses only).

For nurses employed full-time as of November 1, 1981, and who retire and/or terminate employment after completing five (5) years of service, a termination pay allowance equal to one-half of the number of accumulated sick leave days up to November 1, 1981, will be paid.

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN:

LAKE OF THE WOODS DISTRICT HOSPITAL
(hereinafter referred to as the "Hospital")

AND:

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

ARTICLE A - RECOGNITION

A.1 By virtue of the certificate issued by the Ontario Labour Relations Board, dated April 30, 1974 and June 19, 1974, and the accompanying decisions with respect to the composition of the bargaining units, the Hospital **recognizes** the Association as the exclusive bargaining agent of all its registered and graduate nurses who are engaged in a nursing capacity, save and except Head Nurses and those above the rank of Head Nurse.

ARTICLE B - MANAGEMENT RIGHTS

B.1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers, and authority of management are retained by the Hospital and remain exclusively and without limitation within the rights of management.

B.2 Without limiting the generality of the foregoing the Hospital's rights include:

(a) Further the right to maintain order, discipline and efficiency, and in connection herewith to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its nurses and the right to discipline or dismiss nurses for just cause.

(b) The direction of the working forces; the right to **plan**, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care; the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.

(c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend nurses and also to select nurses for positions not covered by this Agreement.

(d) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public of the community served.

B.3 The Hospital agrees that in exercising its rights as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 Nurse Representatives

The Hospital acknowledges the right of the Association to appoint or otherwise select up to seven (7) Nurse Representatives.

C.2 Grievance Committee

The Association shall appoint and the Hospital shall **recognize** a Grievance Committee of three (3) nurses.

C.3 Negotiating Committee

The Hospital shall **recognize** a Negotiating Committee of not more than four (4) Association members, one of whom will be a part-time representative.

C.4 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.

C.5 Nurse Representatives, Committee members and Association officers will be responsible for supplying

their supervisors with information as to time off, with one (1) day notification, if possible, as required by the terms of this Agreement.

- C.6 If a Nurse Representative is transferred from one area to another, such nurse shall continue to be **recognized** by the Hospital as a Representative of the area from which she is transferred up to one month for all matters, except if transferred to a managerial position.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

- D.1 Upon written request, leaves of absence without pay for Association business will be granted and pursuant to the following conditions:
- (a) adequate notice is given to the Hospital;
 - (b) that not more than five (5) nurses at any one time be allowed such leave, conditional upon these nurses not being from the same duty area of the Hospital;
 - (c) that the total number of days in one calendar year for such leave for all nurses does not exceed sixty (60) days.

ARTICLE E - INTERVIEW OF NEW EMPLOYEES

- E.1 A designated member of the Association will be notified and the Association will be given an opportunity to interview new employees during their orientation period. The scheduled time for the interview will be mutually agreed upon by the Association and the Hospital.

ARTICLE F - POSTING OF SENIORITY LISTS

- F.1 The Hospital will post and furnish the Association with a copy of the seniority lists during the first week in March and October.

ARTICLE G - GENERAL CONDITIONS

- G.1 Where any provision of this Agreement or any practice thereunder is at **any** time contrary to law, this Agreement is not to be deemed to be abrogated, but is to be deemed to be amended so as to make the provisions of this Agreement to conform to the law.

2

All correspondence arising out of or incidental to this Collective Agreement shall pass between the Executive Director of the Hospital or his/her designate and the President of the Local Association or his/her designate unless otherwise specified herein or otherwise specifically requested.

- G.3** The Hospital shall provide bulletin board space for the purposes of posting Association notices. Except for notices of meetings, notices must be approved by the President of the Local and the Executive Director or his designate.
- G.4** Wherever the word "supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.
- G.5** The retirement date for all nurses shall be as specified by the Hospitals of Ontario Pension Plan.
- G.6** Pay cheques will be issued to nurses on a **bi-weekly** basis on a Friday. Nurses hired after October 1, 1978, will have their pay cheques deposited directly to the Bank or Credit Union of their choice.
- G.7** Where used in the Agreement, "Executive Director" shall mean the Executive Director of the Hospital or his designate.
- G.8** The term "days", "weeks", "months" and "years" shall be interpreted to be in accordance with the calendar designation.

ARTICLE H - TERMINATION OF EMPLOYMENT

- H.1** A nurse will be required to submit a written resignation at least two **(2)** weeks in advance of her terminal date except in cases of emergency or where such notice is not reasonably possible.

ARTICLE I - SICK LEAVE PROVISIONS (shall apply to full-time nurses only)

- I.1** Nurses absent on account of sickness must and as soon as possible, notify the Hospital and in particular at least three **(3)** hours, if possible, before the commencement of their working hours, in order to permit the Hospital to obtain a replacement.

ARTICLE J - OVERTIME

- J.1** A full-time nurse will receive premium pay as provided

in Article **14.03** for all hours worked on a third and subsequent weekend, save and except where:

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

J.2 Overtime as provided in Article **14.09** of the Full-Time Collective Agreement, where a nurse chooses equivalent time off, such time will be taken within one hundred and twenty (**120**) days from date earned.

ARTICLE K - SCHEDULING

K.1 Regularly scheduled days off shall be consecutive for full-time nurses and such nurses shall receive one (1) weekend off in three (**3**) weeks.

K.2 The schedule, under normal circumstances, shall provide for a maximum of eight (**8**) consecutive days of work prior to days off.

K.3 Work schedules for regular full-time and regular part-time nurses shall be posted four (**4**) weeks in advance of going into effect and shall cover a minimum of four (**4**) week period.

K.4 Nurses within the same classification may, subject to the Hospital's approval, trade days off on their own providing that such a request is submitted in writing to the Hospital in advance of the change and mutually signed by the nurses involved in the change. Such mutual exchange of a tour of duty shall not result in overtime compensation to either of the nurses.

K.5 Where practical, not less than sixteen (**16**) hours time off shall be scheduled when tours of duty are changed.

K.6 Requests by nurses for changes in the posted time schedules shall be submitted four (**4**) weeks in advance of the requested change; failing this, it will be the responsibility of the nurse requesting the change to exchange shifts with another nurse. This exchange between nurses shall be subject to the approval of the Director of Nursing.

K.7 Where practical, a nurse who requests permanent afternoon or night tour shall be granted such request.

,a The parties agree that the first tour in any day shall be the tour during which the majority of hours worked falls between **2400** and **0730** hours.

K.9 Each nurse shall advise her Head Nurse in writing by November **1st** as to her preference for her days off at either Christmas or New **Year's**. If there is a dispute, the nurse who received Christmas off last year will receive New Year's off this year and/or the nurse who received New Year's off last year will receive Christmas off this year. If both nurses received the same time off last year then seniority shall prevail. For purposes of this Article, seniority shall mean the combined seniority of the full-time and part-time nurses. The Hospital will endeavour to schedule at least five **(5)** consecutive days off, at either Christmas or New Year's except in areas where nurses work Monday to Friday. Time off at Christmas will include Christmas Eve, Christmas Day and Boxing Day unless a nurse requests otherwise. Time off at New Year's will include New Year's Eve and New Year's Day unless a nurse requests otherwise. Time off shall include the day, evening and night shifts. The Hospital will post the off duty time schedule referred to above on each unit by November **15th**, if possible.

ARTICLE L - PAID HOLIDAYS

L.1 For the purposes of this **Agreement**, the following shall be **recognized** as paid holidays each year:

| | |
|-------------------------------|------------------|
| New Year's Day | Labour Day |
| 2nd Monday in February | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| Civic Holiday | |

Effective April **1, 1989**, the **2nd** Monday in June will be added to the list of paid holidays.

L.2 If a holiday listed above is proclaimed on a day other than the traditional calendar day, the proclaimed day will be **recognized** as the holiday.

L.3 Lieu days as provided in Article **15.04** and **15.05** shall be taken within one hundred and twenty **(120)** days of the day on which the actual paid holiday falls.

L.4 A tour that begins or ends during the twenty-four **(24)** hour period of the above holidays, where the major portion of time worked falls within the holiday, shall be deemed to be work performed on the holiday for the

full period of the tour.

ARTICLE M - VACATIONS

- M.1** Requests for vacation time off for June, July and August shall be submitted by April 15th and the vacation schedule shall be posted by May 15th. Requests for vacations at any other time of the year shall be made at least four (4) weeks prior to the requested vacation period. The Hospital will endeavour to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Hospital, where a dispute arises as between nurses of the same classification requesting the same vacation time and such request cannot be accommodated by the Hospital, then seniority shall apply.
- M.2** The vacation year shall extend from January 1st to December 31st.
- M.3** A full-time nurse shall be entitled to receive her vacation pay prior to going on vacation provided that such request is made in writing to the Hospital at least two (2) weeks in advance of the vacation.
- M.4** A regular part-time nurse will be entitled to vacation time on a pro rata basis of the full-time nurse.
- M.5** A part-time nurse who is entitled to three (3) weeks vacation shall not be scheduled to work for three (3) calendar weeks and similarly, for four (4) weeks vacation, she shall not be scheduled to work for four (4) calendar weeks, and similarly, for five (5) weeks vacation, she shall not be scheduled to work for five (5) calendar weeks. Such vacation time shall consist of any seven consecutive day period(s). In every case, the provisions of Article M.1 will apply.
- M.6** A nurse will be permitted to hold over from one (1) year, one (1) week of unused vacation entitlement to be taken within the first three (3) months of the New Year.

ARTICLE N - PREPAID LEAVE

- N.1** Two (2) full-time and two (2) part-time nurses may be absent at any one time as provided in Article 11.11 (c).

ARTICLE 0 - EXTENDED TOURS

0.1 -Introduction

Extended tours shall be introduced into any unit when:

- (1) seventy (70%) percent of the nurses in the unit so indicate by secret ballot: and
- (2) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.

0.2 Participation

All full-time and part-time nurses working in a unit with extended tours will, as a condition of employment, be required to work twelve (12) hour tours on a rotating basis in accordance with the unit's posted schedule.

0.3 Scheduling

(a) Nurses on the twelve (12) hour tours will not be scheduled to work more than four (4) consecutive days and shall receive every second weekend off. Premiums for time worked on a fifth and subsequent extended tour, or the second consecutive weekend shall be paid as provided in Article 14.03 save and except where:

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

(b) Where practical, not less than twenty-four (24) hours time off shall be scheduled when tours of duty are changed.

(c) Articles K.3, K.4, K.6, K.7, K.8 and K.9 will also apply to nurses working extended tours.

0.4 Shift Alterations

To deal with unusual circumstances which result in a disruption of normal scheduling such as the Christmas/New Year's period, the Hospital shall have the right to convert to 7.5 hour days for a maximum four (4) week period.

Evaluation

The parties agree to meet at the local level to evaluate the program after eight (8) and sixteen (16) weeks to ascertain the wishes of the Hospital and the nurses as to continuation beyond the initial twenty-four (24) week trial period.

0.6 Discontinuation

A compressed work week may be discontinued in any unit when:

(1) fifty (50%) percent of the nurses in the unit so indicate by secret ballot: or

(2) the Hospital because of

(a) adverse effects on patient care,

(b) inability to provide a workable staffing schedule,

(c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the compressed work week in the schedule.

0.7 When notice of discontinuation is given by either party in accordance with paragraph 0.6 above, then:

(1) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and

(2) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

0.8 When notice of discontinuation is given by either party in accordance with paragraph 0.7 above, then:

(1) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and

(2) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

ARTICLE P - JOB-SHARING

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

- P.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital **shall** reserve the right to determine the appropriate number and location of each shared position.
- P.2 Total hours worked by the job-sharers shall equal one (1) full-time position. The schedule of this position will be mutually agreed between the Hospital and the two nurses.
- P.3 The above schedule shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- P.4 Each job-sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- P.5 Job-sharers shall only be required to work the proportionate number of paid holidays that a full-time nurse would be required to work.
- P.6 Job-sharers are not required to cover their partner during sick leave or vacation. Job-sharers are not responsible for arranging coverage for their position during an absence.
- P.7 All other provisions covering job-sharing are contained in the Central Part-Time Agreement.
- P.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.
- P.9 An incumbent full-time nurse wishing to share her position, may do so without having her 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.
- P.10 If one of the job-sharers leaves the arrangement, her 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

job-sharer will be required to work the full-time position.

P.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.

DATED at Kenora, Ontario, this 11th day of *July*, 1988.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Roy G. Schottroff

Evelyn Burke, E.R.O.

Carita

Judy Larson

R. Muir

Rene Aronellou
