

FULL TIME

22 empl.

| | | | |
|------------------|-----|----|----|
| SOURCE | ONP | | |
| Wages | 93 | 04 | 01 |
| TERM | 96 | 03 | 31 |
| NO. OF EMPLOYEES | 22 | | |
| INDUSTRY | SD | | |

COLLECTIVE AGREEMENT

BETWEEN :

LENNOX & ADDINGTON COUNTY GENERAL HOSPITAL
(hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: March 31, 1996

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Central

Agreement

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APPENDICES TO THE COLLECTIVE AGREEMENT

BETWEEN :

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- and -

ONTARIO NURSES' ASSOCIATION
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EXPIRY: March 31, 1996

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LENNOX & ADDINGTON COUNTY GENERAL HOSPITAL

| | APRIL 1, 1993 | | JAN. 1, 1994 | |
|-------------------------|---------------|---------|--------------|---------|
| | Monthly | Hourly | Monthly | Hourly |
| <u>REGISTERED NURSE</u> | | | | |
| Start | \$2,778.75 | \$17.10 | \$2,824.25 | \$17.38 |
| After 1 Year | \$2,925.00 | \$18.00 | \$2,970.50 | \$18.28 |
| After 2 Years | \$3,046.88 | \$18.75 | \$3,092.38 | \$19.03 |
| After 3 Years | \$3,214.25 | \$19.78 | \$3,259.75 | \$20.06 |
| After 4 Years | \$3,380.00 | \$20.80 | \$3,425.50 | \$21.08 |
| After 5 Years | \$3,547.38 | \$21.83 | \$3,592.88 | \$22.11 |
| After 6 Years | \$3,755.38 | \$23.11 | \$3,800.88 | \$23.39 |
| After 7 Years | \$3,963.38 | \$24.39 | \$4,008.88 | \$24.67 |
| After 8 Years | \$4,171.38 | \$25.67 | \$4,216.88 | \$25.95 |
| After 9 Years | \$4,381.00 | \$26.96 | \$4,426.50 | \$27.24 |

| | JAN. 1, 1995 | | JAN. 1, 1996 | |
|-------------------------|--------------|---------|--------------|---------|
| | Monthly | Hourly | Monthly | Hourly |
| <u>REGISTERED NURSE</u> | | | | |
| Start | \$2,869.75 | \$17.66 | \$2,915.25 | \$17.94 |
| After 1 Year | \$3,016.00 | \$18.56 | \$3,061.50 | \$18.84 |
| After 2 Years | \$3,137.88 | \$19.31 | \$3,183.38 | \$19.59 |
| After 3 Years | \$3,305.25 | \$20.34 | \$3,350.75 | \$20.62 |
| After 4 Years | \$3,471.00 | \$21.36 | \$3,516.50 | \$21.64 |
| After 5 Years | \$3,638.38 | \$22.39 | \$3,683.88 | \$22.67 |
| After 6 Years | \$3,846.38 | \$23.67 | \$3,891.88 | \$23.95 |
| After 7 Years | \$4,054.38 | \$24.95 | \$4,099.88 | \$25.23 |
| After 8 Years | \$4,262.38 | \$26.23 | \$4,307.88 | \$26.51 |
| After 9 Years | \$4,472.00 | \$27.52 | \$4,517.50 | \$27.80 |

APRIL 1, 1993
Monthly Hourly

JAN. 1, 1994
Monthly Hourly

GRADUATE NURSE

| | | | | |
|---------------|------------|---------|------------|---------|
| Start | \$2,715.38 | \$16.71 | \$2,759.25 | \$16.98 |
| After 1 Year | \$2,856.75 | \$17.58 | \$2,902.25 | \$17.86 |
| After 2 Years | \$2,972.13 | \$18.29 | \$3,016.00 | \$18.56 |
| After 3 Years | \$3,133.00 | \$19.28 | \$3,178.50 | \$19.56 |
| After 4 Years | \$3,295.50 | \$20.28 | \$3,339.38 | \$20.55 |
| After 5 Years | \$3,456.38 | \$21.27 | \$3,501.88 | \$21.55 |
| After 6 Years | \$3,654.63 | \$22.49 | \$3,700.13 | \$22.77 |
| After 7 Years | \$3,857.75 | \$23.74 | \$3,901.63 | \$24.01 |
| After 8 Years | \$4,059.25 | \$24.98 | \$4,104.75 | \$25.26 |
| After 9 Years | \$4,265.63 | \$26.25 | \$4,309.50 | \$26.52 |

JAN. 1, 1995
Monthly Hourly

JAN. 1, 1996
Monthly Hourly

GRADUATE NURSE

| | | | | |
|---------------|------------|---------|------------|---------|
| Start | \$2,804.75 | \$17.26 | \$2,848.63 | \$17.53 |
| After 1 Year | \$2,946.13 | \$18.13 | \$2,991.63 | \$18.41 |
| After 2 Years | \$3,061.50 | \$18.84 | \$3,105.38 | \$19.11 |
| After 3 Years | \$3,222.38 | \$19.83 | \$3,266.25 | \$20.10 |
| After 4 Years | \$3,383.25 | \$20.22 | \$3,427.13 | \$21.09 |
| After 5 Years | \$3,545.75 | \$21.82 | \$3,589.63 | \$22.09 |
| After 6 Years | \$3,744.00 | \$23.04 | \$3,787.88 | \$23.31 |
| After 7 Years | \$3,947.13 | \$24.29 | \$3,991.00 | \$24.56 |
| After 8 Years | \$4,148.63 | \$25.53 | \$4,192.50 | \$25.80 |
| After 9 Years | \$4,353.38 | \$26.79 | \$4,397.25 | \$27.06 |

LENNOX & ADDINGTON COUNTY GENERAL HOSPITAL

APRIL 1, 1993
Monthly Hourly

JAN. 1, 1994
Monthly Hourly

ASSISTANT HEAD NURSE

| | | | | |
|---------------|------------|---------|------------|---------|
| Start | \$2,836.04 | \$17.45 | \$2,882.48 | \$17.74 |
| After 1 Year | \$2,989.63 | \$18.40 | \$3,036.13 | \$18.68 |
| After 2 Years | \$3,117.90 | \$19.19 | \$3,164.46 | \$19.47 |
| After 3 Years | \$3,288.28 | \$20.24 | \$3,334.82 | \$20.52 |
| After 4 Years | \$3,462.38 | \$21.31 | \$3,508.99 | \$21.59 |
| After 5 Years | \$3,632.99 | \$22.36 | \$3,679.59 | \$22.64 |
| After 6 Years | \$3,845.46 | \$23.66 | \$3,892.05 | \$23.95 |
| After 7 Years | \$4,057.87 | \$24.97 | \$4,104.46 | \$25.26 |
| After 8 Years | \$4,271.20 | \$26.28 | \$4,317.79 | \$26.57 |
| After 9 Years | \$4,485.84 | \$27.61 | \$4,532.43 | \$27.89 |

JAN. 1, 1995
Monthly Hourly

JAN. 1, 1996
Monthly Hourly

ASSISTANT HEAD NURSE

| | | | | |
|---------------|------------|---------|------------|---------|
| Start | \$2,928.92 | \$18.02 | \$2,975.35 | \$18.31 |
| After 1 Year | \$3,082.64 | \$18.97 | \$3,129.14 | \$19.26 |
| After 2 Years | \$3,211.02 | \$19.76 | \$3,257.58 | \$20.05 |
| After 3 Years | \$3,381.37 | \$20.81 | \$3,427.92 | \$21.09 |
| After 4 Years | \$3,555.60 | \$21.88 | \$3,602.20 | \$22.17 |
| After 5 Years | \$3,726.19 | \$22.93 | \$3,772.79 | \$23.22 |
| After 6 Years | \$3,938.64 | \$24.24 | \$3,985.23 | \$24.52 |
| After 7 Years | \$4,151.04 | \$25.54 | \$4,197.63 | \$25.83 |
| After 8 Years | \$4,364.38 | \$26.86 | \$4,410.97 | \$27.14 |
| After 9 Years | \$4,579.02 | \$28.18 | \$4,625.61 | \$28.47 |

LENNOX & ADDINGTON COUNTY GENERAL HOSPITAL

| | APRIL 1, 1993 | | JAN. 1, 1994 | |
|-------------------|---------------|---------|--------------|---------|
| | Monthly | Hourly | Monthly | Hourly |
| <u>HEAD NURSE</u> | | | | |
| Start | \$2,951.00 | \$18.16 | \$2,999.75 | \$18.46 |
| After 1 Year | \$3,111.88 | \$19.15 | \$3,160.63 | \$19.45 |
| After 2 Years | \$3,246.75 | \$19.98 | \$3,295.50 | \$20.28 |
| After 3 Years | \$3,425.50 | \$21.08 | \$3,474.25 | \$21.38 |
| After 4 Years | \$3,607.50 | \$22.20 | \$3,656.25 | \$22.50 |
| After 5 Years | \$3,789.50 | \$23.32 | \$3,836.63 | \$23.61 |
| After 6 Years | \$4,008.88 | \$24.67 | \$4,057.63 | \$24.97 |
| After 7 Years | \$4,229.88 | \$26.03 | \$4,278.63 | \$26.33 |
| After 8 Years | \$4,452.50 | \$27.40 | \$4,548.38 | \$27.99 |
| After 9 Years | \$4,675.13 | \$28.77 | \$4,723.87 | \$29.07 |

| | JAN. 1, 1995 | | JAN. 1, 1996 | |
|-------------------|--------------|---------|--------------|---------|
| | Monthly | Hourly | Monthly | Hourly |
| <u>HEAD NURSE</u> | | | | |
| Start | \$3,048.50 | \$18.76 | \$3,097.25 | \$19.06 |
| After 1 Year | \$3,209.38 | \$19.75 | \$3,256.50 | \$20.04 |
| After 2 Years | \$3,344.25 | \$20.58 | \$3,391.38 | \$20.87 |
| After 3 Years | \$3,521.38 | \$21.67 | \$3,570.13 | \$21.97 |
| After 4 Years | \$3,705.00 | \$22.80 | \$3,753.75 | \$23.10 |
| After 5 Years | \$3,885.38 | \$23.91 | \$3,934.13 | \$24.21 |
| After 6 Years | \$4,106.38 | \$25.27 | \$4,155.13 | \$25.57 |
| After 7 Years | \$4,327.38 | \$26.63 | \$4,376.13 | \$26.93 |
| After 8 Years | \$4,548.38 | \$27.99 | \$4,597.13 | \$28.29 |
| After 9 Years | \$4,772.63 | \$29.37 | \$4,823.00 | \$29.68 |

APPENDIX V - LOCAL ISSUES

ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at Lennox & Addington County General Hospital Association, at Napanee, save and except Nursing Supervisors, persons above the rank of Nursing Supervisor, and persons regularly employed for not more than twenty-four (24) hours per week..
- A-2 The phrase "**immediate supervisor**", when used in this Agreement shall mean the Head Nurse or in her absence the Supervisor.

ARTICLE B - MANAGE FUNCTIONS

- B-1 The Association recognizes that the management of the Hospital and the direction of the working forces are fixed in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Association 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, suspend or otherwise discipline nurses, provided that a claim by a nurse that she has been unjustly promoted, demoted, transferred, laid-off, or a claim by a nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, 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 and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

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

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 (a) Negotiating Committee

The Negotiating Committee shall be composed of three (3) nurses, representing both full-time and part-time units.

(b) Hospital Association Committee

The Hospital Association Committee shall be composed of three (3) representatives of the Association, representing both full-time and part time units.

(c) Grievance Committee

The Grievance Committee shall be composed of three (3) representatives of the Association, representing both full-time and part-time units.

(d) Nurse Representatives

There shall be three (3) nurse representatives from different areas of the Hospital, and in addition one (1) part-time nurse representative.

C-2 Association Interview

The Association interview shall take place during the orientation period, the time and place to be arranged by the nursing office, and the nursing office shall provide the local representatives with advanced notice of the time and place of the Association interview,

ARTICLE D - SCHEDULING

D-1 Subject to Article 13.01 (b), nurses may take two (2) fifteen (15) minute breaks, one in each half of the tour, or, one (1) thirty (30) minute break per tour.

D-2

- (a) Nurses will not be scheduled to work more than seven (7) consecutive days, to be followed by at least two (2) consecutive days off.
- (b) Schedules will be posted at least two (2) weeks in advance and will cover a period of six (6) weeks. A nurse may be permitted to exchange her scheduled tours of duty with another nurse, provided the arrangement is submitted in writing and approved by the immediate supervisor and such approval shall not be unreasonably withheld, is co-signed by the nurse willing to exchange tours, and such arrangements shall not result in the requirement of any premium payment by the Hospital.

Requests for specific days off shall be submitted two (2) weeks in advance of the requested time off.
- (c) The Hospital will not schedule split shifts.
- (d) There will be at least sixteen (16) hours off between shifts, and at least forty-eight (48) consecutive hours off following night duty. A shorter period of time between changes of shifts may be agreed upon by mutual consent. However, such agreement shall not disentitle a nurse to premium payment under Article 14, save and except where:
 - (i) such time has been worked by the nurse to satisfy specific days off requested by such nurse; or,
 - (ii) such nurse has requested less than the required number of hours off duty between tours; or,
 - iii) such time is worked as the result of an exchange of shifts with another nurse.
- (e) Nurses employed on the evening, night or day tours on a permanent basis will not be rotated except by mutual consent. Notwithstanding the above each nurse on a permanent shift may be required to do a tour of duty on days, for inservice requirements and evaluation every six months not to exceed two weeks in each 6-month period.
- (f) A nurse may not be required to change tours of duty more than once during a work week.

- (g) The Hospital will attempt to schedule nurses to rotate two (2) tours of their preference, subject to staffing requirements of the individual nursing unit. However, it is understood that this may not always be possible, in which case nurses shall be required to work all three (3) shifts.

When master schedules are to be changed, every effort will be made to offer rotations on the new master to present bargaining unit members working in the area/unit on the basis of seniority.

- (h) The Hospital shall schedule alternate weekends off work,

If the nurse is required to work on a third subsequent and consecutive weekend, she will receive premium payment as per Article 14.03 for all hours worked on that weekend and subsequent and consecutive weekends, until she receives a weekend off duty, save and except where:

- (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse: or
 - (ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (i) The Hospital will not change a posted schedule with less than forty-eight (48) hours' notice, unless by mutual agreement.
 - (j) A weekend off shall consist of fifty-six (56) consecutive hours off work during the period following the completion of the nurse's Friday shift until the commencement of the nurse's Monday shift,
 - (k) A nurse will be scheduled off work not less than five (5) consecutive days at either Christmas or New Year's season, except in areas which are not normally required to work on weekends and paid holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 15th.

For the purpose of this schedule, Christmas shall be defined as December 24th, December 25th and 26th, and New Year's shall be defined as December 31st and January 1st.

Time off for Christmas and New Year's shall be posted by November 25th.

The waiving of the normal scheduling conditions shall not disentitle nurses from receiving premium payment for violations of the scheduling regulations under these clauses in Article D.

- (1) Nurses who are assigned to standby duty shall be normally scheduled for standby duty at least two (2) weeks in advance, and this schedule will cover a period of six (6) weeks.

Nurses who are required to be on standby shall have at least one (1) weekend in two (2) scheduled off. Nurses shall only be required to be available for standby for a maximum of fourteen (14) shifts in a two (2) week period unless mutually agreed otherwise.

The Hospital will endeavour to equitably distribute standby duty with the option of exchange following notification to the immediate supervisor.

~~Nurses who are required to be on standby, shall have at least one (1) weekend in two (2) scheduled off. Nurses shall only be required to be available for standby for a maximum of fourteen (14) shifts in a two (2) week period unless mutually agreed otherwise.~~

in Title
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1/2

- (m) The following are the current starting and stopping times for all shifts in all nursing departments, except emergency:

Day shift - 7 a.m. to 3 p.m.
Evening shift - 3 p.m. to 11 p.m.
Night shift - 11 p.m. to 7 a.m.

The current starting and stopping times for all shifts in emergency are as outlined below,

Day shift - 8 a.m. to 4 p.m.
Evening shift - 4 p.m. to 12 midnight
Night shift - 12 midnight to 8 a.m.

In the event that the Hospital introduces a permanent new shift, with different starting and stopping times, such shift shall only be introduced after eight (8) weeks written notice to and discussion with the Association.

Subject to Article 14.10, shift premium for evening and night tours shall be paid according to the above defined evening and night tours.

- (n) A nurse who normally rotates shall not be required to work more than two (2) consecutive weeks on either the evening or night tour without being scheduled for a period of day tours, unless otherwise agreed.
- (o) Head Nurses shall receive at least every second weekend off provided that such existing Head Nurses who are presently receiving every weekend off shall continue to do so.
- (p) The present practice of granting every weekend off to nurses working in the Operating Room shall continue.
- (q) The night shift is the last shift of the day.
- (r) The present practice of not requiring nurses to work more than five (5) consecutive nights without days off shall continue. This provision shall not apply to permanent night nurses.
- (s) Time off in lieu of overtime shall be scheduled at a mutually agreeable time between the nurse and her immediate supervisor, within sixty (60) days of the overtime occurring.

If the lieu day cannot be rescheduled at a mutually agreeable time within sixty days, then the time frame may be extended with the mutual agreement of the parties or the nurse shall receive pay out for the lieu time.

- (t) The Hospital will endeavour to equitably distribute shift work assigned to nurses who are rotating shifts.
- (u) Failure of the Hospital to comply with the above scheduling regulations, unless waived by mutual agreement, will result in the affected nurses being

paid premium rates as specified in Article 14.03 of the central document.

D-3

Extended Tours

- (a) Extended tours shall be introduced into any unit when,
 - (i) eighty percent (80%) of the nurses in the unit **so** indicate by secret ballot, and
 - (ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
 - (i) fifty percent (**50%**) of the nurses in the unit so indicate by secret ballot: or
 - (ii) the Hospital because of
 - (a) adverse effects on patient care,
 - (b) inability to provide a workable staffing schedule, or
 - (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.
- (c) When written notice of discontinuation is given by either party in accordance with paragraph **(2)** above, then:
 - (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (d) Scheduling regulations for extended tours shall be as follows:

- (i) No more than three (3) extended tours shall be scheduled without a day off. A nurse shall receive premium payment for a fourth subsequent and consecutive day worked until the nurse receives a day off.
- (ii) Nurses working extended tours shall be scheduled off every other weekend; if a nurse is required to work on a second subsequent and consecutive weekend she shall receive premium payment as set out in Article 14.03 of the central document for all hours worked on such subsequent and consecutive weekends worked until she receives a weekend off duty.
- iii) A weekend off shall be defined as sixty (60) consecutive hours scheduled off duty following the completion of the Thursday night tour or the Friday day tour.
- (iv) Nurses shall be allowed to exchange tours subject to Article D-2 (b).
- (v) The maximum number of extended tours worked in any given seven (7) day period shall be five (5) and a nurse shall not be required to work more than seven (7) days in a two week pay period.

If a nurse is required to work hours in excess of the above, she shall receive premium payment for all such hours worked until she is given time off.

ARTICLE E - VACATIONS

- E-1 The vacation year for the purpose of entitlement shall be May 1st to April 30th.
- E-2
 - (a) It is understood and agreed that vacations are not necessarily continuous. However, the Hospital will endeavour to accommodate the wishes of nurses with respect to the choice of vacation dates, subject to the patient care and staffing requirements of the Hospital. The Hospital shall not unreasonably deny vacations.
 - (b) Vacation preference for vacations June 15th, July, August, and September will be submitted by the nurse to the Director of Nursing in writing by April 1st of each year, and vacation shall be

posted and finalized no later than May 15th. Vacation lists for March break will be posted by January 15th and finalized by February 1st.

Vacations requested outside of this time period will be dealt with on a first come first served basis.

(c) Nurses shall be given preference with respect to their vacation periods in accordance with seniority. A nurse may exercise her seniority rights only once in the vacation year.

- E-3 Vacation quotas shall not include members outside the bargaining unit or members of the bargaining unit who are on leaves of absence. The Hospital shall not unreasonably deny vacations.
- E-4 The present practice of granting both the weekend preceding the vacation and the weekend immediately following vacation as days off, once in each vacation year, shall continue.
- E-5 Subject to E-4 above, the Hospital shall endeavour to schedule the weekend preceding the vacation, or the weekend immediately following the vacation as days off.
- E-6 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following such vacation.
- E-7 Vacation pay may be paid to nurses, in advance of their vacation period, if they so request, in writing. Such request must be submitted to the nursing office four (4) weeks in advance of the pay period prior to the commencement of vacation.
- E-8 A week of vacation shall be defined as a seven-day period. Vacations may be scheduled to commence on any day of the week, subject to the other conditions outlined in Article E,
- E-9 Regular part-time nurses shall not be included in the full-time vacation quota.
- E-10 A nurse shall be allowed to take single vacation days subject to the staffing and scheduling requirements of the unit or area; however, such requests will not be unreasonably denied.

ARTICLE F - PAID HOLIDAYS

F-1 For the purposes of Article 15, the following shall be designated days:

| | |
|------------------------|------------------------|
| New Year's Day | August (Civic Holiday) |
| 3rd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | 2nd Monday in November |
| Victoria Day | Christmas Day |
| Canada Day (July 1) | Boxing Day |

F-2 A tour that begins or ends during the 24-hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

F-3 Upon written request lieu days will be granted within sixty (60) days of the holiday, at a mutually agreeable time between the nurse and her immediate supervisor. Failing mutual agreement within eight (8) weeks after the above qualifying period has passed, then the time frame may be extended with the mutual agreement of the parties or the nurse shall receive pay out for the lieu time. The nurse shall be allowed to accumulate up to five lieu days to be taken consecutively upon written request.

F-4 Scheduling of a day off on the day of observance of a holiday will be distributed among the nurses in each nursing unit concerned equitably as is reasonably practical.

F-5 The Hospital shall endeavour to schedule nurses who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or a Friday).

If a nurse is scheduled off on a paid holiday (if a Monday or a Friday), then the Hospital shall endeavour to schedule the attached weekend off also.

F-6 OR staff shall be scheduled off on all paid holidays. On call duty shall be distributed equitably among the OR staff so assigned on a paid holiday.

ARTICLE G - GENERAL

G-1 Bulletin Boards

The Hospital will provide bulletin board spaces for the purpose of posting notices regarding meetings and

otherwise restricted to Association matters. All such notices other than notices of meetings must be signed by a member of the Association executive and submitted to the Hospital Administrator for approval prior to being posted. Approval will not be unreasonably withheld.

G-2 The Employer shall make a direct deposit of pay cheques to the nurse's designated bank every other Friday by 11:00 a.m. Pay stubs shall be issued to all nurses on a Friday on a biweekly basis. If the nurse's bank cannot accommodate the above time frame, an extra day will be required and the nurse will be notified by the Employer of this.

G-3 A copy of the seniority list will be filed with the Association semi-annually in January and June of each year.

G.4 In accordance with the existing practice, the Hospital shall continue to provide nurses working in the Emergency Room, Operating Room, Recovery Room and Obstetrics with O.R. uniforms. The Hospital will also continue to provide and launder these uniforms at no cost to the nurse.

The Hospital agrees to maintain its policy of providing disposable OR caps and disposable boot covers for the OR staff as required. In addition, the Hospital agrees to continue its policy of providing OR apparel for the staff in the OR department.

G-5 Dues Deduction List

The Employer shall forward to the Association a list showing the names of new nurses from whom Association dues are being deducted together with a list of terminations and all other changes of status which affect dues deductions or the rate of dues deducted.

G-6 Nurse Abuse

The Parties agree to share statistics with regard to nurse abuse at the Hospital-Association Committee meetings with the understanding of working together to resolve these issues.

The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing **as a** result of being assaulted while performing her work.

ARTICLE H - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

H-1 Leave of absence for Association business will be given as requested provided at least two (2) weeks' notice in writing, is given to the Hospital, except in extenuating circumstances. It is agreed that not more than a total of three (3) nurses, full-time and part-time combined, shall be absent on such leave at the same time and only one (1) nurse from any one unit, except in extenuating circumstances, in which case, two (2) nurses from any one unit will be given time off.

ARTICLE I - PREPAID LEAVE

I-1 The number of nurses that may be absent at any one time shall be as follows:

2 nurses - 1st Floor Surgical/Obstetrics
2 nurses - 2nd Floor, Medical/Chronic Care

and one (1) nurse from each of the following areas:

Emergency, O.R./R.R., Special Care Unit.

ARTICLE J - JOB SHARING

- J-1
- (a) Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
 - (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse of the Unit, Job sharers shall not be required, but may consent, to work any tours outside of the tours of the full-time position.
 - (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 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 are not required to cover for their partner during sick leave or any other leave of absence. Job sharers are not responsible for arranging coverage for their position during such absences. Job sharers shall be required to cover for each other during vacation. Vacation of the job sharers shall not be part of the vacation quotas of the unit or area.
- (g) Where a job sharer is going to be absent, other part-time nurses shall be offered the additional tours.
- (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 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.
- (k) 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. The remaining nurse will have the option of continuing the full time position or reverting to a part time position for which she is qualified. If she does not continue full time, the position must be posted in accordance with the collective agreement.

(1) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and

agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE K - WORK RELATED INJURY AND REINSTATEMENT

- K.1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WCB benefits) and those on LTD by the 15th of each month.
- K.2 Prior to any nurse returning to work on a modified work programme, the Hospital will notify and meet with the nurse, a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the nurse's return to suitable work.
- K.3 The Hospital agrees to supply the nurse with a copy of the Workers' Compensation Board Form 7 at the time it is sent to the Board.

L19

DATED AT NAPANEE, Ontario, this th 17 day of *may*, 1995

FOR THE ASSOCIATION

Eleanor Holweg
Tracy Trumbly
Angie Frost
C. Walsh

FOR THE HOSPITAL

L.A. J.
J. Calvert

L20

LETTER OF UNDERSTANDING

between

LENNOX & ADDINGTON COUNTY GENERAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

RE: MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE

The parties agree that the letter of May 20, 1994 to Mr. Arthur Ronald, Executive Director, Lennox & Addington County General Hospital from Richard S. Purdy, Senior Vice President, Frank Cowan Company Limited sets out the above insurance for nurses.

DATED AT *Kapanea* THIS *17th* DAY OF *may*, 1995.

FOR THE ASSOCIATION

FOR THE HOSPITAL

Eleanor Blaney

Tracy Monaghan

Anne Frost

C. W. H.

IA-1

J. Lalor

LETTER OF UNDERSTANDING

between

LENNOX & ADDINGTON COUNTY GENERAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

RE: PARKING

The Employer agrees to continue to provide free parking at the Hospital for all nursing staff.

DATED AT *Napanee* THIS *17th* DAY OF *may*, 1995.

FOR THE ASSOCIATION

FOR THE HOSPITAL

Eleanor Helroy

Tracy Tremblay

Anna Tost

C. With

IAJ
W. L.

