COLLECTIVE AGREEMENT

between

THUNDER BAY REGIONAL HOSPITAL (hereinafter referred to as the "Hospital")

and

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

EXPIRY: MARCH 31, 2001

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APPENDIX 3

THUNDER BAY REGIONAL HOSPITAL

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	Effective Ap	pril 1, 1998	Effective Ap	oril 1, 1999
	HOURLY	MONTHLY	HOURLY	MONTHLY
START	18.67	3033.88	19.04	3094.00
1 YEAR	19.60	3185.00	20.00	3250.00
2 YEARS	20.38	3311.75	20.79	3378.38
3 YEARS	21.45	3485.63	21.88	3555.50
4 YEARS	22.51	3657.88	22.96	3731.00
5 YEARS	23.58	3831.75	24.05	3908.13
6 YEARS	24.92	4049.50	25.42	4130.75
7 YEARS	26.24	4264.00	26.77	4350.13
8 YEARS	27.58	4481.75	28.13	4571.13
9 YEARS	28.93	4701.13	29.51	4795.38
	Effective	Date of	Effective Ap	oril 1, 2000
	Ratifi	cation		
	HOURLY	MONTHLY	HOURLY	MONTHLY
START	20.00	3250.00	20.50	3331.25
1 YEAR	20.79	3378.38	21.31	3462.88
2 YEARS	21.88	3555.50	22.43	3644.88
3 YEARS	22.96	3731.00	23.54	3825.25
4 YEARS	24.05	3908.13	24.66	4007.25
5 YEARS	25.42	4130.75	26.05	4233.13
6 YEARS	26.77	4350.13	27.44	4459.00
7 YEARS	28.13	4571.13	28.84	4686.50
8 YEARS	29.51	4795.38	30.24	4914.00

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	Effective Ap	oril 1, 1998	Effective A	pril 1, 1999
	HOURLY	MONTHLY	HOURLY	MONTHLY
START	17.54	2850.25	17.89	2907.13
1 YEAR	19.03	3092.38	19.42	3155.75
2 YEARS	19.76	3211.00	20.16	3276.00
	Effective Ratifi		Effective Ap	oril 1, 2000
	HOURLY	MONTHLY	HOURLY	MONTHLY
START	19.42	3155.75	19.90	3233.75
1 YEAR	20.16	3276.00	20.66	3357.25

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	Effective A	oril 1, 1998	Effective Ar	oril 1, 1999
	HOURLY	MONTHLY	HOURLY	MONTHLY
START	19.20	3120.00	19.58	3181.75
1 YEAR	20.29	3297.13	20.71	3365.38
2 YEARS	21.13	3433.63	21.56	3503.50
3 YEARS	22.27	3618.88	22.71	3690.38
4 YEARS	23.40	3802.50	23.87	3878.88
5 YEARS	24.51	3982.88	25.00	4062.50

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6 YEARS	25.92	4212.00	26.44	4296.50
7 YEARS	27.33	4441.13	27.88	4530.50
8 YEARS	28.71	4665.38	29.28	4758.00
9 YEARS	30.12	4894.50	30.73	4993.63
		Date of	Effective Ar	oril 1, 2000
	Ratifi	cation		
	HOURLY	MONTHLY	HOURLY	MONTHLY
START	20.71	3365.38	21.23	3449.88
1 YEAR	21.56	3503.50	22.10	3591.25
2 YEARS	22.71	3690.38	23.28	3783.00
3 YEARS	23.87	3878.88	24.47	3976.38
4 YEARS	25.00	4062.50	25.63	4164.88
5 YEARS	26.44	4296.50	27.09	4402.13
6 YEARS	27.88	4530.50	28.58	4644.25
7 YEARS	29.28	4758.00	30.02	4878.25
8 YEARS	30.73	4993.63	31.49	5117.13

NOTE:

The parties agree that the classification of Assistant Head Nurse falls below the classification Nurse Manager II.

APPENDIX 4

THUNDER BAY REGIONAL HOSPITAL

SUPERIOR CONDITIONS

1. Paid Holidays

Port Arthur General

Casual nurses who work on one of the following paid holidays will continue to be paid time and one-half their straight time hourly rate for each hour worked and if required to work additional hours following their regularly scheduled tour, shall be paid two (2) times their regular straight time hourly rate for each tour worked.

2. Sick Leave Provisions

McKellar

A regular part-time nurse who has accumulated sick leave credits as a full-time nurse prior to October 23, 1981, may use such credits when on sick leave.

3. <u>Seniority Rights - Leave of Absence</u>

McKellar

Seniority rights will not be lost by an employee during a leave of absence granted in writing by the Assistant Executive Director - Patient Services and seniority shall continue to accrue to the employee during a defined period of absence unless the written leave specifies otherwise.

4. Vacations

McKellar

- (a) All full-time nurses shall be entitled to vacation with pay based on length of continuous service as of June 30th in any year as follows provided, however, no vacation days may be taken prior to completion of six (6) months continuous service with the Hospital:
 - nurses who have completed one (1) or more years of continuous service but less than two (2) years of continuous service shall receive an annual vacation of three (3) weeks

with pay at their regular rate.

- (ii) nurses who have completed more than two (2) years of continuous service shall receive an annual vacation of four (4) weeks with pay at their regular rate.
- (b) All part-time nurses shall be entitled to vacation based on length of continuous service as of June 30th as follows, however, no vacation days may be taken prior to completion of six (6) months continuous service with the Hospital:
 - (i) nurses who have completed one (1) or more years of continuous service but less than **two** (2) years of continuous service shall receive an annual vacation of three (3) calendar weeks.
 - (ii) nurses who have completed more than two (2) years of continuous service shall receive an annual vacation of four (4) calendar weeks.

5. <u>Educational</u> an

McKellar

Salary recognition for additional preparation, the skills of which are utilized directly in the classification of employment of the nurse, will be provided as follows:

<u>Full-Time</u>	General Duty Staff Nurse	Assistant Head Nurse in <u>NursingService</u>
C.H.A. Nursing Administration or Six (6) Months Postgraduate Course	\$15.00/month	\$15.00/month
One (I) Year University (with Diploma)	NIL	\$40.00/month
B.Sc.N.	\$80.00/month	\$80.00/month
Midwifery	\$15.00/month	\$15.00/month
O.R. Extension Course	\$10.00/month	\$10.00/month

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Neonatal Course	\$15.00/month	\$15.00/month
Part-Time	General Duty Staff Nurse	Assistant Head Nurse in Nursing Service
C.H.A. Nursing Administration or Six (6) Months Postgraduate Course	\$.09 per hour	\$.09 per hour
One (1) Year University (with Diploma)	NIL	\$.25 per hour
B.Sc.N.	\$.49 per hour	\$.49 per hour
Midwifery	\$.092 per hour	\$.092 per hour
O.R. Extension Course	\$.062 per hour	\$.062 per hour
Neonatal Course	\$.092 per hour	\$.092 per hour

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN:

THUNDER BAY REGIONAL HOSPITAL (hereinafter referred to as the "Hospital")

AND:

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

ARTICLE A - RECOGNITION

A.1 The Thunder Bay Regional Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Thunder Bay Regional Hospital, save and except the Manager - Employee Health Services, Clinical Instructor, Nursing Instructor, Nurse Manager I, Nurse Manager II and all persons above the rank of Nurse Manager II.

ARTICLE B - DEFINITIONS

- B.1 "Administrator" shall mean the President of the Thunder Bay Regional Hospital.
- B.2 "Nurse Representative" is a nurse elected by the Association nurses or appointed by the Executive of the Association to fill a vacancy temporarily and duly accredited in writing to represent the Association.
- B.3 "Director of Nursing" shall mean "Chief Nursing Officer".

ARTICLE C - MANAGEMENT RIGHTS

- C.1 The Association recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express 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 and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - determine in the interest of efficient operation and highest standard of service, job rating or classification, the scheduling of hours of work, work assignments, methods of doing work and the working establishment for any service;
 - (d) determine the number of personnel required, the services to be rendered and the methods, procedures and equipment in connection therewith;
 - (e) make and enforce and alter from time to time reasonable rules to be observed by the nurses not inconsistent with the provisions of this Agreement.
- C.2 These rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE D - COMMITTEES AND REPRESENTATIVES

D.1 <u>Nurse Representatives</u>

The Hospital will recognize a Nurse Representative for each defined unit in the Hospital.

Maternal Child

Paeds	(1)
Labour & Delivery	(1)
NICU	(1)
Maternal/Newborn	(1)

Surgery	
Operating Room	(2)
PARU	(2)
IP Surgery	(3)
OP Surgery	(2) each site
Neuro Surgery	(1)
Endoscopy	(1)
Medicine	
IP General Medicine	(2)
Hemodialysis/Peritoneal	(1)
Acute Oncology	(1)
Cardiology	(2)
Critical Care	
ICU & Intermediate Care	(2)
Emergency	(2)
Ambulatan Cara	(1)
Ambulatory Care	(1)
Mental Health (ACT)	(2)

D.2 <u>Grievance Committee</u>

The Hospital will recognize a Grievance Committee consisting of not more than five (5) Nurse Representatives.

D.3 Negotiating Committee

The Hospital will recognize a Negotiating Committee of not more than four (4) nurses. In addition there will be two (2) unpaid observers.

D.4 <u>Hospital-AssociationCommittee</u>

The Hospital-Association Committee shall be composed of three (3) nurses from each site to be elected or otherwise appointed by the Association and three (3) members appointed by the Hospital at each site. The membership of this Committee may be expanded by mutual consent. Each party may have alternates to replace a member who is unable to attend.

D.5 <u>Professional Development Committee</u>

The Hospital will recognize the above committee consisting of at least four (4) nurses. The Association will provide the names of the nurses sitting on that committee. Terms of Reference shall be developed as per Article 9 of the Central Collective Agreement.

D.6 The Hospital will pay the Bargaining Unit President/Local Co-ordinator or designates at her or his regular straight time hourly rate for one (1) day every two (2) weeks for time spent attending meetings with the Hospital.

ARTICLE E - INTERVIEW OF NEW NURSES

E.1 A representative of the Association will be given an opportunity to interview each new nurse during the first three (3)days of her or his first orientation period.

ARTICLE F - SENIORITY LIST

- F.1 (a) Revised copies of the seniority list will be posted at each site and supplied to the Association during the first week of February and September of each year.
 - (b) A revised unit seniority list will be provided to the Association upon request prior to changes in the master rotation only. This list is not to be used for shift pick-up, vacation, time off or Christmas.

ARTICLE G - ARBITRATION

G.1 Arbitrations shall be heard at Thunder Bay, Ontario, or at such other place as may be agreed upon by the Association and the Hospital.

ARTICLE H - BULLETIN BOARD

- H.1 The Hospital agrees to supply a bulletin board or a designated portion of a bulletin board in a strategic location for the purposes of posting notices of meetings, conventions or material of interest to the Association. Only notices pertaining to the nursing group will be allowed to be posted in the area designated for the Association.
- H.2 The Hospital will allow notices of regular monthly meetings, names of unit representatives and Committee Chairpersons to be posted on each unit in an accessible place.
- H.3 The Association will furnish the Hospital with a copy of such Association notices. No notice from the Association may be posted unless it bears the signature of an authorized officer of the Hospital and the Association.

ARTICLE I - NOTICES

- I.1 Any notice to any nurse under this Agreement will be given personally (either directly or by telephone) or by prepaid registered post addressed to the nurse at her or his last address shown on the payroll of the Hospital and such notice shall be deemed to have been given seven (7) days after delivery to the postal authorities.
- The Hospital may compulsorily retire a nurse at normal retirement age in accordance with the Hospitals of Ontario Pension Plan and no grievance may be lodged in connection herewith.

ARTICLE J - LEAVES OF ABSENCE - ASSOCIATION BUSINESS

- J.1 In accordance with Article 11.02, the Hospital will grant a leave of absence on the **following** basis:
 - (a) To six (6) nurses from each site at any one time selected or appointed by the Association to attend Association functions, provided that the number of days in total in one (1) year does not exceed one hundred and twenty (120) working days off. No more than two (2) nurses shall be granted such leave from any department. In those areas which have less than fifteen (15) nurses, only one (1) nurse shall be granted such leave.

ARTICLE K - LAUNDERING OF UNIFORMS

K.1 The Hospitalwill continue its present practice of supplying and/or laundering scrub uniforms where it currently does so.

ARTICLE L - SCHEDULING

Articles L.1, L.2, L.3, L.5, L.7, L.10 (a), L.11, L.13, L.14, L.15, L.16, L.18, L.19, L.20, L.21 and L.22 also apply to nurses working extended tours of duty.

- L.1 For the purposes of Article 14.10, (shift premium), the evening shift is defined as the hours of work between 1530 and 2330 hours.
- L.2 For the purposes of Article 14.10, (shift premium), the night shift is defined as the hours of work between 2330 and 0730 hours.
- L.3 Night shift shall be the first shift of the day.

L.4 Presently, the normal tour hours are as follows:

(a) For seven and one-half (7 1/2) hour tours:

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0730 - 1530;
1530 - 2330; or
2330 - 0730.
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(b) For extended tours (11,25 hour tours):

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0730 - 1930; or 1930 - 0730.
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The Hospital will not change the above-mentioned normal tour hours without prior discussion with the Association and the nurses on the unit.

- L.5 For the purposes of Article 14.15, the weekend premium is payable for all hours worked between Friday, 2330 hours to Sunday, 2330 hours.
- L.6 A weekend off, for nurses working seven and one-half (7 1/2) hour tours, is defined as at least fifty-six (56) consecutive hours off work from the completion of the Friday tour until the beginning of the Monday tour.
- L.7 Tour of duty schedules and days off will be posted at least four (4) weeks in advance for a period of not less than eight (8) weeks.
 - (b) Requests for change in posted time schedules must be submitted in writing to the Nurse Manager, or delegate, and co-signed by the nurse willing to exchange time. In the absence of the Nurse Manager, or delegate, requests for changes in posted time will be submitted to the Staffing Co-ordinator. Any such change will not result in premium pay.
 - (c) Requests for specific days off must be submitted in writing at least two (2) weeks in advance of the time requested unless circumstances dictate otherwise.
- L.8 (a) The Hospital will endeavour to schedule every second weekend off and shall schedule at least two (2) weekends off in four (4).
 - (b) A nurse will receive premium pay as provided in Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:
 - 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.
- (c) A casual nurse will receive premium pay as per Article 14.03 for all hours worked on a fourth consecutive and subsequent weekend.

L.9 (Full-Time)

Normally two (2) consecutive days off will be scheduled after five (5) days of work, however, the schedule may be arranged to schedule not more than seven (7)consecutive days of work without two (2) consecutive days off where scheduling under L.10 necessitates and as long as four (4) days off are scheduled each fortnight except by agreement of the nurse. It is agreed that in order to facilitate such scheduling, it may be necessary to split days off.

- L.10 (a) When possible, the Hospital will schedule two (2) consecutive days of work between days off. The parties recognize that from time to time scheduling single tours may result in more desirable rotations.
 - When a nurse is required to change shifts, fifteen and one-half (15 1/2) hours shall be allowed between shifts. If, however, a nurse is required to report on the second shift less than fifteen and one-half (15 1/2) hours after finishing the first shift, the nurse shall be paid at overtime rates for the period worked before the fifteen and one-half (15 1/2) hour time allowed for shift change has expired.
- L.11 Split tours shall not be scheduled.
- L.12 In areas that normally work three (3) tours, nurses other than casual nurses, will normally be scheduled to work days/evenings or days/nights.
- L.13 (a) Each full-time nurse will be scheduled to work at least fifty percent (50%) of her or his tours on the day shift, unless the nurse and the Hospital mutually agree to do otherwise.

As the unit's master rotations change, the Hospital will endeavour to schedule a part-time nurse to work fifty percent (50%) of her or his hours on the day shift, unless the nurse and the Hospital mutually agree to do otherwise.

- (b) For the purposes of calculating the above, the following will apply:
 - (i) an eight (8) week period will be used where there is no master mckel01.C01.doc

rotation.

- (ii) where there is a master rotation, the length of the master rotation will be used.
- L.14 Nurses who, on January 19, 1995, are employed on an afternoon or night tour on a permanent basis, will not be required to:
 - (a) (i) rotate over two (2) tours as a condition of continued employment.
 - (ii) work on a tour other than the permanent tour she or he was granted unless she or he agrees, except for the purposes of evaluation, education or supervision. The Hospital will exercise this right in a fair and reasonable manner.
 - (b) If the permanent tour that was originally granted is made redundant through a scheduling change, the nurse will be given the opportunity to choose, by her or his seniority, any rotation on her or his unit.
- L.15 (a) Each year the Hospital will maintain the original master copy of the Christmas/New Year's time schedules as well as the final copy of the time schedule, a list of the names of nurses who were ordered in, had their shifts cancelled or who changed their entire Christmas/New Year's time off.
 - (b) Using the master copy and commencing with the 1994/1995 Christmas/New Year's schedule, nurses will alternate time off at Christmas and New Year's from one year to the next. For example, those nurses who work over Christmas in 1994 will be scheduled Christmas off in 1995. The Hospital will schedule five (5)consecutive days off at either Christmas or New Year's, except in areas where nurses work Monday to Friday.
 - (c) Time off at Christmas shall include all shifts on Christmas Eve, Christmas Day and Boxing Day. Time off at New Year's shall include all shifts on New Year's Eve, New Year's Day and January 2nd.
 - (d) (i) if the Hospital cancels a shift on one (1) or more days of a nurse's Christmas/New Year's time schedule, the nurse's entitlement to time off the following year will not change. She or he will still alternate time off as per Article L.15 (b), subject to Articles L.15 (e) and L.15 (h).
 - (ii) if the Hospital orders a nurse to work on one (1) or more days of a nurse's Christmas/New Year's time off, resulting in her or

his working part or all of both holidays, the nurse will be given her or his preference for time off at Christmas/New Year's the following year.

- (iii) if a nurse changes all of her or his Christmas/New Year's time off/on, as per Article L.7, the nurse's entitlement will be altered the following year to reflect what was actually worked/off the previous year as per Article L.15 (b), subject to Articles L.15 (e) and L.15 (h).
- (iv) if a nurse changes a portion of her or his Christmas/New Year's time off/on, as per Article L.7, the nurse's entitlement will not change the following year.
- (e) Notwithstanding the above, the Hospital will schedule the senior nurse(s) off for both Christmas and New Year's, where the schedule allows for this. The next senior nurse(s) will be scheduled off for both in the next year and thus rotated through all the nurses. Seniority here means the combined seniority of both full-time and part-time seniority lists.
- (f) Nurses away for any reason over Christmas and/or New Year's will be deemed to have the time off. Therefore, she or he will work Christmas or New Year's the following year as required by the schedule.
- (g) Nurses may indicate their preference of shift for on-duty time scheduled over Christmas/New Year's.
- (h) A request list for scheduled time at Christmas/New Year's will be posted on each unit by October 1. Nurses must indicate shift preference by October 15th. The Hospital will endeavour to accommodate such request but where there is a conflict, seniority will prevail.
- (i) The Hospital will post the time schedule referred to above on each unit by November 15th.
- (j) In the event that the scheduling requirements for a unit require nurses who would otherwise be scheduled off in accordance with the above to work during such holiday period, the junior nurses who would otherwise be off duty on the unit will be scheduled to work in the reverse order of their seniority beginning with the least senior nurse.
- (k) (i) in complying with the terms of this provision, the Hospital will not incur any penalties associated with any other scheduling

provision under Article L during the period of December 15th to January 15th. It is understood that during this time period, the Hospital will attempt to observe the provisions and conditions respecting these work schedules.

- (ii) the Local Association will be provided with the work schedules covering the waived period at the time of posting.
- (I) If a nurse transfers to a unit after the Christmas/New Year's time off has been posted and there is a conflict between two (2) nurses for the entitlement for time off, the Hospital will endeavour to grant both nurses their entitlement or, if possible, will postpone the transfer for such time so as not to penalize the transferring nurse.
- L.16 For the purposes of clarity on units where nurses are scheduled both 7.5 hour and extended tours, the following will apply:
 - (a) If the majority of a nurse's regularly scheduled tours are 7.5 hour tours, then the nurse is governed by the scheduling regulations as they apply to nurses working 7.5 hour tours.
 - (b) If the majority of a nurse's regularly scheduled tours are extended tours, then the nurse is governed by the scheduling regulations as they apply to nurses working extended tours.

L.17 <u>Tours of Less Than Normal Tours (7.5 Hours)</u>

- (a) Where a part-time nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article L in its entirety applies except as amended by the following:
 - (i) the Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
 - (ii) a paid rest period of fifteen (15) minutes will be granted during each half tour, provided the duration of each half tour is not less than three (3) hours.
 - (iii) no part-time nurse will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse.
 - (iv) nurses working tours comprising of less than 7.5 hours shall not be scheduled to work more than seven (7) consecutive tours. Premium pay as per Article 14.03 will be paid for the eighth consecutive and subsequent tour until a day off is scheduled.

L.18 <u>Extended Tours (11.25 Hour Tours)</u>

(a) Participation

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

(b) <u>Introduction</u>

Extended tours shall be introduced when:

- (i) sixty-six percent (66%) of the eligible nurses who vote 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.

Nurses will not be permitted to re-vote until six (6) months have passed from the date of the vote.

(c) <u>Discontinuation</u>

Extended tours may be discontinued on any unit after a trial period **c** twenty-four (24) weeks when:

- (i) fifty-one percent (51%) of the affected nurses indicate by secret ballot; or
- (ii) the Hospital because of
 - (1) adverse affects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue extended tours in the schedule.

When notice of discontinuation is given by either party, then:

(i) the parties shall meet within two (2) weeks of the giving of mckel01.C01.doc

notice to review the request for discontinuation; and

where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

(d) Meal and Rest Periods

Subject to Article **13.02**, meal and rest periods will be scheduled as follows:

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

two (2) thirty (30) minute meal periods.

(e) Scheduling

- (i) nurses shall not be required to work more than three (3) consecutive tours without the consent of the majority of the nurses on the unit. Premium payment shall be paid in accordance with Article 14 for time worked on a fifth consecutive and subsequent extended tour.
- (ii) nurses shall have at least two (2) days scheduled off after working three (3) consecutive extended tours.
- (iii) (I) nurses shall have every second weekend off.
 - (2) a nurse will receive premium pay as outlined in Article 14.03 for all hours worked on a second consecutive and subsequent weekend, save and except where:
 - 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.

(3) <u>Definition of a Weekend Off</u>

A weekend off is defined as at least sixty (60) consecutive hours off work from the completion of the Friday tour until the beginning of the Monday tour.

(9 Shift Alterations

To deal with unusual circumstances which result in a disruption of normal scheduling such as Christmas/New Year's period, the Hospital shall have the right to revert the unit back to the standard three (3) tour arrangement for a maximum four (4) week period.

- L.19 (a) (i) the Hospital will notify the Bargaining Unit President or designate prior to initiating permanent standby assignments other than on the following units: O.R., Recovery, Hemodialysis, Peritoneal Dialysis and the ACT.
 - (ii) permanent scheduled standby assignments will be distributed equitably amongst the nurses.
 - (b) Standby assignments shall be posted at the same time as tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.
 - (c) (i) a nurse will not be scheduled for standby on a scheduled day off or scheduled on a weekend off unless mutually agreed between the nurse and the Hospital.
 - (ii) nurses will not be scheduled to be on standby on their vacation.
 - (d) Nurses scheduled for standby shall be provided with pagers.

L.20 Commitment of Regular Part-Time Nurses

A regular part-time nurse must agree to work a pre-determined schedule and her or his commitment will include:

- (a) Must be available to work at least eight (8) seven and one-half (7 1/2) hour tours or six (6) 11.25 hour tours per month.
- (b) Must be available to work one (1) weekend in two (2).
- (c) Must be available to work during twelve (12) months of the year when not on vacation (see Article M) or approved leave.
- (d) Must be available to work at least four (4) paid holidays (including either Christmas or New Year's).

L.21 <u>Distribution of Part-Time Available Tours</u>

(a) (i) All regular part-time nurses in a unit will be scheduled up to their mckel01.C01.doc

committed hours by seniority before any casual part-time nurses are utilized.

- (ii) The Hospital will endeavour to offer additional tours (excluding overtime tours) to regular part-time nurses on the unit on the basis of seniority, subject to the following:
 - regular part-time and casual nurses who wish to be considered for additional tours will submit their "Availability Notice" to the Staffing Office by the dates specified;
 - (2) a tour will be deemed to be offered whenever a call is placed;
 - (3) it is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
 - (4) when a nurse accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made;
 - provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice;
 - additional tours shall be offered to job-sharers only after those tours have been offered and not accepted by the regular part-time and casual nurses and in accordance with Article S.2.

L.22 Waiver for Casual Tours

On those units where both the full-time and part-time nurses do not participate in extended tours, all extra tours and extra partial tours are to be available to any part-time staff regardless of her or his eight (8) or twelve (12) hour commitment and will be paid at straight time, subject to the premium pay provisions of the Collective Agreement. Article L.21 also applies. A minimum of twelve (12) hours off will be granted between such tours.

ARTICLE M - VACATIONS

M.1 For the purposes of calculating the amount of vacation earned, the vacation entitlement date shall be regarded as being June 30th in any year.

- M.2 (a) Combined full-time and part-time vacation request lists will be posted on each unit no later than February 1st. A three hundred and sixty-five (365)day vacation planner will be used. Nurses will make requests for vacation as follows:
 - (i) nurses in the top third of the seniority list will request by February 15th.
 - (ii) nurses in the middle third of the seniority list will request by March 1st.
 - (iii) nurses in the bottom third of the seniority list will request by March 15th.
 - (b) Authorized time off will be posted by April 1st.
 - (c) Once a nurse has indicated a preferred vacation period, she or he may not exercise seniority rights to change this stated period.
 - (d) Subject to the foregoing, vacation requests received after April 1st will be considered on the basis of date of receipt. In the event of a dispute, seniority will prevail. The Hospital will respond to the nurse in a timely manner.
 - (e) A week of vacation is defined as five (5) days of vacation and two (2) days off (seven (7) consecutive calendar days).
 - (i) Nurses Working 7.5 Hour Tours (Full-Time)

A nurse will normally take at least five (5) days (37.5hours) of vacation at any one time. A nurse may, however, take five (5) days of vacation in single days.

(ii) <u>Nurses Working Extended Tours</u> (Full-Time)

Normally, at least three (3)days (33.75hours) of vacation must be taken at any one time. A nurse, however, may take five (5) days of vacation in single days.

(iii) (Part-Time)

A nurse will normally take a minimum of five (5) calendar days of vacation. A nurse may, however, take five (5) days of vacation in single days.

(f) A nurse may defer one (Meek of vacation earned in any one year.

- (g) Vacation may commence on any day of the week.
- (h) Any vacation time in excess of current year entitlement plus one (I) week of carryover will be considered for pay on an individual circumstance.
- Vacation pay for part-time nurses shall be paid by separate cheque, with the last complete pay of the fiscal year, except when nurses are on special leave (pregnancy/parenting/sickness). In these instances, the nurse may request, in writing, to receive their vacation pay within two (2) pay periods of their return to work following the leave. The Hospital will report all such payments to Revenue Canada.

ARTICLE N - PAID HOLIDAYS

N.1 (a) The Hospital recognizes the following days as paid holidays:

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

- (b) For the purpose of Article 14 (Paid Holidays), holiday pay is applicable for the hours of work between 2330 and 2330 of the holiday.
- N.2 (a) Lieu days as provided in Articles 15.04 and 15.05 shall be scheduled at a time mutually agreed upon by the Hospital and the nurse within either the forty-five (45) days preceding or the forty-five (45) days following the holiday.
 - (b) If a nurse requests her or his lieu day(s) be scheduled other than as set out above, she or he will submit her or his request in writing to the Staffing Co-ordinator fourteen (14) days in advance of the requested time off.
 - (c) A record of paid holidays and available lieu days taken by each nurse shall be available at all times to nurses on the unit.
 - (d) Requests for lieu days may be for any shift on any day of the week.

ARTICLE 0 - EQUIVALENTTIME OFF

Overtime as provided in Article 14.09, where a nurse chooses equivalent time off, such time will be taken within six (6) months from the date earned. A nurse's request for such time off will not be unreasonably denied.

ARTICLE P - PRE-PAID LEAVE

- P.1 In accordance with Article 11.11, the Hospital agrees to approve the application of nine (9) full-time and ten (10) part-time nurses annually, for the Pre-Paid Leave Plan.
- P.2 The Hospital will notify, in writing, the President of the Local Association, the names of all nurses who have commenced participation in the Pre-Paid Leave Plan.

ARTICLE Q - MISCELLANEOUS

- Q.1 In the case of an error in the calculation of the employee's statement **d** earnings, the Hospital shall, upon the request of the nurse, provide the nurse with a makeup cheque as soon as possible.
- Q.2 The Hospital may, at its sole discretion, engage or retain in employment on a month-to-month basis any nurse who has passed the normal retirement age of sixty-five (65) years.
- Q.3 Nurses requiring elective surgery must notify their Head Nurse/Nurse Manager of the date their surgery is scheduled as far in advance as possible to the posting of the time schedule containing the period **d** absence.
- Q.4 If a nurse is off sick, she or he shall notify the Staffing Co-ordinator or designate, as soon as possible, prior to the scheduled shift.
- Q.5 The Hospital will provide, at each site, a mailbox capable of being locked. This mailbox will be for the Association's use.
- Where the Hospital requires a nurse to travel between sites during a shift, the nurse will be provided with either thirty-one (\$.31) cents per kilometre or taxi service.

ARTICLE R - MODIFIED WORK

R.1 The Hospital will notify the Local President of the names of all nurses who mckel01.C01.doc

go off work due to a work related injury or when a nurse goes on L.T.D.

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

- R.2 When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Staff Representative of the Ontario Nurses' Association and the Local Representative to discuss the circumstances surrounding the nurses' return to suitable work.
- R.3 The Hospital agrees to provide the Association and the nurse with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

ARTICLE S - JOB-SHARING

- S. I If the Hospital agrees to a job-sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties. There shall be no more than two (2) full-time job-sharing arrangements per unit. When the Hospital receives a request for job-sharing, she or he shall advise the Association before implementing the new job-sharing.
- S.2 The nurses involved in job-sharing are entitled to all the terms of the part-time scheduling provisions of the Collective Agreement, except those which are modified as follows:
 - (a) Schedules will conform with Article L, subject to Letter of Understanding Re: Extended Tours Eligibility of Voters and Voting Procedures, of the Collective Agreement which set out scheduling.
 - (b) Total hours worked by the job-sharers shall equal one (1) full-time position. The job-shared position will appear on the schedule as a highlighted shift. Job-sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must be covered.
 - Christmas or New Year's. When one (1) or both job-sharers work over Christmas, neither can be required to work over New Year's and vice-versa, unless mutually agreed otherwise. Where both job-sharers request to work Christmas or New Year's or request to have either off and a conflict exists, then seniority shall be the deciding factor.

(d) Paid Holidavs

Job-sharers will not be required to work, in total, more paid holidays than would one (I) full-time nurse, unless mutually agreed otherwise.

- (e) (i) Each job-sharer may exchange shifts with her or his partner as well as other nurses as provided by the Collective Agreement. A job-sharer may exchange with nurses other than her or his partner only on scheduled days off for the full-time line.
 - (ii) Job-sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on days when neither job-share partner is scheduled or when staffing needs continue to exist after the conditions of Article L.21 have been satisfied and where such would not result in premium payment.

(9 Coverage

(i) It is expected that both job-sharers will cover each other's incidental illnesses, including the Christmas/New Year's period. If, because of unavoidable circumstances, one cannot cover the other, the Unit Manager must be notified to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.

(g) <u>Implementation</u>

- (i) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are no successful applicants, then both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (h) (i) An incumbent full-time nurse wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
 - (ii) Where two (2) full-time nurses on one (1) unit wish to job-share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.
- (i) If one of the job-sharers leaves the arrangement, the position will

revert back to a full-time position. The remainingjob-sharer shall be offered the full-time position. If she or he does not accept and wishes to continue in her or his job-share position, the shared vacant position shall be posted as per the Collective Agreement.

(j) <u>Discontinuation</u>

Either the Hospital or the Association 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.

Should the Hospital discontinue job-sharing, the nurse currently working those arrangements will have the option of reverting to their former status or remain part-time if they have the seniority to do so.

ARTICLE T - NURSE ASSAULT

- The Hospital agrees that no form of verbal, physical, sexual or racial abuse of nurses will be tolerated in the workplace. The Hospital will take the reasonable steps to prevent nurse abuse. Any nurse who believes the situation to be abusive will report this to her or his immediate Supervisor or to the Chief Nursing Officer who will make efforts to rectify the abusive situation.
 - (b) If an act of physical violence against a nurse occurs in the Hospital and is reported, a copy will be forwarded to the Occupational Health & Safety Committee. The Hospital will take reasonable steps to protect its' staff from physical abuse.
 - (c) Incident stress debriefing will be offered within seventy-two (72) hours of being reported for a nurse involved or witnessing an incident involving threats, force or severe verbal abuse. Debriefing will also be offered in incidents of sexual or racial harassment.
 - (d) The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her or his work. Such information shall be submitted, in writing, to the Association as soon as possible.
 - (e) The Hospital will consider a request for reimbursement for damages incurred to the nurses' personal property.

DATED at Thunder Bay, Ontario, this 8th day of June, 2001.

FOR THE HOSPITAL

LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY REGIONAL HOSPITAL McKELLAR (hereinafter referred to as the "Hospital")

AND:

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

RE: TEN (10) HOUR TOURS

Article L.16 also applies to nurses working ten (10) hour tours. The parties have agreed to the following terms for implementation of ten (10) hour tours.

The Hospital will agree to implement rotations of ten (10) hour tours in the Renal Unit when:

- (a) sixty-six percent (66%) of the nurses in the Renal Unit indicate by secret ballot; and
- (b) the Hospital agrees to implement the ten (10) hour rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.

The ten (10) hour tours may be discontinued in the unit when:

- (a) fifty-one percent (51%) of the nurses in the Renal Unit so indicate by secret ballot; or
- (b) the Hospital because of
 - (i) adverse affects on patient care, or
 - (ii) inability to provide a workable staffing schedule, or
 - (iii) where the Hospitalwishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the ten (10) hour tour in the schedule.

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

- (a) the parties shall meet within **two** (2) weeks of the giving of notice to review the request for discontinuation: and
- (b) where it is determined that the ten (10) hour tour will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

The parties agree that all the terms of the Collective Agreement as outlined in the Central Document and Local Provisions shall apply, save and except those provisions modified by this Letter of Understanding.

The current Collective Agreement shall be amended to specifically reflect the ten (10) hour tour as follows:

1. Hours of Work

- (a) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37 1/2) minutes of unpaid mealtime.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 1/2) minutes.
- 2. The Hospital shall schedule nurses on the ten (10) hour tour every second weekend off. Should the nurse work the second weekend, she or he will be paid in accordance with Article 14.03 for the second and subsequent weekend worked until a weekend off is scheduled except where:
 - (a) such weekend has been worked by a 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 a result of an exchange of tours with another nurse.
- 3. Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a nurse work more than four (4) consecutive tours, she or he shall be paid in accordance with Article **14.03** for all hours worked on the fifth and subsequent tours until time off is scheduled.

4. Requests for change of scheduled working hours shall be done in accordance with Appendix 5.

5. <u>Shift Premiums</u>

Nurses working ten (IO) hour tours shall be paid shift premium at the rate of the current Collective Agreement for all hours worked between 1530 - 0730 hours.

6. Overtime (Subject to Article 14)

For nurses working ten (10) hour tours, overtime shall be paid at the rate of time and one-half the nurses' regular straight time hourly rate for all work performed in excess of 9.375 paid hours in a twenty-four (24) hour period.

7. Paid Holidays

A nurse working ten (10) hour tours shall be paid as per Article 15, noting that nurses working ten (10) hour tours shall receive twelve (12) days off to consist of seven and one-half (7 1/2) hours each.

- 8. It is understood that the schedule violates L.10 (a), Appendix 5, Part-Time Collective Agreement. While this schedule is in operation, L.10 (a) will not apply to part-time nurses.
- 9. Nevertheless, it is understood and agreed that the Hospital maintains its right to change the schedule, subject to Appendix 5.

DATED at Thunder Bay, Ontario, this 8th day of June, 2001.

FOR THE HOSPITAL

FOR THE ASSOCIATION

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BETWEEN:

THUNDER BAY REGIONAL HOSPITAL McKELLAR

(hereinafter referred to as the "Hospital")

AND:

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

RE: EXTENDED TOURS - ELIGIBILITY OF VOTERS AND VOTING PROCEDURES

The parties hereby agree to the following:

■ _ <u>Eligibility</u>

Eligible Nurse means:

- (a) Any permanent full-time or part-time nurses on the unit who anticipate continued employment on that unit for the next three (3) months.
- (b) Any full-time or part-time nurses on leaves of absence who are anticipating return to the unit in six (6) months.
- (c) Casuals are not eligible to vote as they are not committed to scheduled tours.
- (d) Special Circumstances: Individual cases of questionable eligibility will be assessed by the Nurse Manager and the ONA Executive with fairness being the guiding principle.
- (e) A job-share position will be considered full-time for voting purposes. After consultation between the job-sharers, the most senior job-sharer will be the individual who votes.

2. <u>Procedures</u>

- (a) Separate votes will be done by full-time and part-time nurses.
- (b) A list of eligible voters will be compiled by the Unit Manager, approved by the ONA Executive and posted on the unit at least one (1) week prior to voting. A copy of this Letter will accompany the ballot box.

- (c) A locked ballot box and the accompanying voters list will be placed in the Patient Services Office or an area mutually agreed to by the Association and the Hospital.
- (d) Each eligible nurse will be issued one bloom lot, initialled by the Nurse Manager and an ONA Executive member in an unsealed envelope.
- (e) The vote will take place over a one (1) week period and the ballot box will remain, as in 2 (c) above.
- (f) To vote, the nurse must sign her or his name in ink, beside her or his name on the voters list, mark an "X" beside her or his choice on the ballot, then deposit the ballot in the sealed envelope into the locked ballot box.
- (g) Ballots are to be counted by the ONA Executive and the Nurse Manager at a specified time after seven (7) days have elapsed. A record of ballots will be completed and the record will be made available to the Unit Manager, the ONA Executive and the Employee Services. Ballots will be destroyed after seven (7) days if both parties are in agreement and not contested.
- (h) Advance ballots can be issued for staff who will be away for the entire voting period (vacation, etc., not days off) at the discretion of the ONA Executive and the Nurse Manager. The onus is on the nurse to request an advance ballot.
- (i) No shows, abstentions and spoiled ballots will not be included in the final total.
- (j) Telephone/proxy voting is not allowed.
- (k) Sixty-six percent (66%) of those who vote must vote yes to institute the extended tours.

DATED at Thunder Bay, Ontario, this 8th day of June, 2001.

FOR THE HOSPITAL

OR THE ASSOCIATION

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LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY REGIONAL HOSPITAL (hereinafter referred to as the "Hospital")

AND:

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

RE: PART-TIMER, N. FLOAT POSITIONS

The parties agree that the following conditions will govern staff employed in the capacity of a part-time float nurse:

- I. Tour of duty schedules and days off will be posted at least two (2) weeks in advance for a period of not less than four (4) weeks.
- 2. The parties agree to jointly review the composition of the job-posting prior to posting.
- 3. It is understood that when the Hospital deems it necessary, a nurse may be assigned to another unit.
- 4. It is understood that the designated FTE for this position shall vary between a .4 FTE to a .6 FTE as determined by the Hospital in accordance with its operational needs.
- 5. It is understood that the minimal commitment of hours to be scheduled by the Hospital shall be based on a .4 FTE. The Hospital reserves the right to preschedule a nurse up to a maximum of a .6 FTE.
- 6. Once the schedule is posted in accordance with provision #1 of this agreement, additional tours shall be assigned in accordance with Article L.21 of the Local Issues Collective Agreement.

DATED at Thunder Bay, Ontario, this 8th day of June, 2001

FOR THE HOSPITA

FOR THE ASSOCIATION

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LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY REGIONAL HOSPITAL (hereinafter referred to as the "Hospital")

AND:

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

RE: ADDITIONAL ONA DAYS

It is acknowledged that rationalization **and/or** consolidation of services will require an increased number of meetings, etc. In order to accommodate the Association's anticipated need to deal with these situations, the Hospital agrees that during the term of this Collective Agreement, additional days leave of absence, without pay, as mutually agreed, will be granted under Article J.1.

DATED at Thunder Bay, Ontario, this 8th day of June, 2001.

FOR THE HOSPITAL

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LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY REGIONAL HOSPITAL (hereinafter referred to as the "Hospital")

AND:

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

RE: LEAVE OF ABSENCE - LOCAL PRESIDENT

The Hospital and Association are agreed that for the term of this Collective Agreement, the President of the Local will be allowed to request unpaid leaves d absence to a maximum d one-half (1/2) d her or his regularly scheduled shifts. These days will not be part of the time provided under Article J.1.

DATED at Thunder Bay, Ontario, this 8th day of June, 2001,

FOR THE HOSPITAL

BETWEEN:

THUNDER BAY REGIONAL HOSPITAL (hereinafter referred to as the "Hospital")

AND:

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

RE: WEEKEND WORKER - ARTICLE 13.04

Upon written application by an individual nurse or the Hospital, the parties agree **to** meet to discuss the application and endeavour to develop language to be appended to the Collective Agreement outlining the introduction, discontinuation and circumstances pertaining to the Unit Weekend Schedule.

DATED at Thunder Bay, Ontario, this 8th day of June, 2001.

FOR THE HOSPITAL

BETWEEN:

THUNDER BAY REGIONAL HOSPITAL (hereinafter referred to as the "Hospital")

AND:

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

RE: INDIVIDUAL SPECIAL CIRCUMSTANCE ARRANGEMENTS -- ARTICLE 13.05

The parties agree to meet no later than March, 2001, to endeavour to develop language to be appended to the Collective Agreement outlining the introduction, discontinuation and circumstances pertaining to Individual Special Circumstance Arrangements.

DATED at Thunder Bay, Ontario, this 8th day of June, 2001.

FOR THE HOSPITAL

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BETWEEN:

THUNDER BAY REGIONAL HOSPITAL (hereinafter referred to as the "Hospital")

AND:

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

The parties agree that the following will be on a one () ar trial basis beginning with the next vacation planner:

In units that operate Monday to Friday only, a nurse will normally take a minimum of seven (7) calendar days, defined as five (5) working days and two (2) days off, of vacation from Monday to Sunday. A nurse may, however, take five (5) days of vacation in single days.

DATED at Thunder Bay, Ontario, this 8th day of June, 2001.

FOR THE HOSPITAL

LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY REGIONAL HOSPITAL (hereinafter referred to as the "Hospital")

AND:

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

The parties agree to meet prior to January 31, 2001, to discuss tours of less than 7.5 hours.

DATED at Thunder Bay, Ontario, this 8th day of June, 2001.

FOR THE HOSPITAL

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