

COLLECTIVE AGREEMENT

Between:

TIMMINS & DISTRICT HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

EXPIRY DATE: MARCH 31, 2001

Where the parties cannot agree on whether a superior condition continues to have application, the issue will be reduced to a grievance and referred to arbitration.

- 21.02 The Association and the Participating Hospitals agree to establish a committee consisting of two (2) representatives of the Association and two (2) representatives of the Participating Hospitals to review the superior conditions appendices in each of the participating hospitals. This committee will report to their respective negotiating committees prior to the next round of central negotiations.

ARTICLE 22 - DURATION

- 22.01 This Agreement shall continue in effect until March 31, 2001 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the Participating Hospitals and the Ontario Nurses' Association will meet to determine the procedures to be followed.

ARTICLE 23

- 23.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding
1. Joint Central Committee
 2. Payment for Bargaining Unit President
 3. Professional Responsibility Complaint
 4. Joint Benefits Review Sub-committee
- Appendix ■ - O.N.A. Grievance Form

- Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons**
- Appendix 3 - Salary Schedule**
- Appendix 4 - Superior Conditions - If Any**
- Appendix 5 - Appendix of Local Provisions**
- Appendix 6 - O.N.A. Professional Responsibility Complaint Form**



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ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO
GRIEVANCE REPORT / RAPPORT DE GRIEF

APPENDIX 1



ONA LOCAL
SECTION LOCALE
DEL'AIIO

GRIEVOR
PLAIGNANTE

DEPARTMENT
SERVICE

EMPLOYER
EMPLOYEUR

GRIEVANCE NO
N° DU GRIEF

STEP
ÉTAPE
1.
2.
3.

DATE SUBMITTED TO EMPLOYER
DATE DE SOUMISSION A L'EMPLOYEUR

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT

SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ

SIGNATURE OF GRIVOR:
SIGNATURE DE LA PLAIGNANTE:

SIGNATURE OF ASSOCIATION REP.:
SIGNATURE DE LA REP DE L'AIIO:

STEP
ONE

EMPLOYERS ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE RECEIVED FROM THE UNION:
DATE DE RECEPTION DU SYNDICAT:

PREMIÈRE
ÉTAPE

DATE RECEIVED BY THE UNION:
DATE DE RECEPTION PAR LE SYNDICAT:

DATE SUBMITTED TO THE UNION:
DATE DE SOUMISSION AU SYNDICAT:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

STEP
TWO

EMPLOYERS ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE RECEIVED FROM THE UNION:
DATE DE RECEPTION DU SYNDICAT:

DEUXIÈME
ÉTAPE

DATE RECEIVED BY THE UNION:
DATE DE RECEPTION PAR LE SYNDICAT:

DATE SUBMITTED TO THE UNION:
DATE DE SOUMISSION AU SYNDICAT:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

STEP
THREE

EMPLOYERS ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE RECEIVED FROM THE UNION:
DATE DE RECEPTION DU SYNDICAT:

TROISIÈME
ÉTAPE

DATE RECEIVED BY THE UNION:
DATE DE RECEPTION PAR LE SYNDICAT:

DATE SUBMITTED TO THE UNION:
DATE DE SOUMISSION AU SYNDICAT:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

ON 09 REV. 01/2000

DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR
 DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE

APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

- | | |
|--|---|
| <p>1. Lynne Taylor
Vice President
Patient Services
Queensway-Carleton Hospital
Ottawa</p> | <p>5. Mrs. Maxine Pastirik
Niagara College of Applied Arts
& Technology
Welland</p> |
| <p>2. Mrs. Patricia Lang
Vice-president, Academic
Georgian College
Barrie</p> | <p>6. Ms. Darlene Steven
Associate Professor
School of Nursing
Lakehead University
Thunder Bay</p> |
| <p>3. Ms. Louise Lemieux-Charles
Asst. Prof. & Program Director
HMRU, Dept. of Health Admin.
Faculty of Medicine
University of Toronto
Toronto</p> | <p>7. Pat Hall
Principal Chair
Seneca College
Toronto</p> |
| <p>4. Ms. Patricia Mandy
Vice President, Community Health
Hamilton Health Sciences Centre
Hamilton</p> | <p>8. Ms. Donna Tremblay
Dean, Health Sciences
Sault College of Applied Arts & Technology
Sault Ste. Mane</p> |

LETTERS OF UNDERSTANDING

Short Shifts, Modified Work, Job Sharing and Payment for Bargaining Unit President

The parties agree that the issues of short shifts (including the issue of premium payments for hours worked after scheduled hours on short shifts), modified work and job sharing are local issues.

Any issues around payment for a Bargaining Unit President or designate including payment to attend joint Employer Union meetings outside of their regularly scheduled hours are local issues.

Joint Central Committee

The parties agree to form a Joint Central Committee to discuss issues of mutual interest and benefit to the Hospitals and the Association. The Committee will discuss issues including but not restricted to a Clinical Advancement System for nurses and support for new graduates entering the nursing profession.

Letter to Hospitals of Ontario Pension Plan (HOOPP) Regarding Surplus for Retirees' Benefits

The parties hereby request that the Hospitals of Ontario Pension Plan (HOOPP) explore ways and means whereby the pension plan's surplus may be utilized to fund benefits (EHC, Dental, Life and Semi-Private) for retired nurses.

Re: Joint Benefits Review Sub-committee

The parties agree to refer the following matters to the Benefits Review Sub-committee referenced in Article 17.09:

- i) the maximum age dependents eligible for benefit coverage;
- ii) the terms and application of the Hospitals of Ontario Disability income Plan brochure(s) currently in effect;
- iii) Consideration of alternative options for sick leave provision.

The committee will undertake to meet within six (6) months of the date of ratification.

Re: Professional Responsibility clause

The parties hereby agree to meet within six (6) months of ratification/award to update the list of professional Responsibility Assessment Committee Chairpersons, to discuss possible revisions to Appendix 6 and to discuss the guidelines for the Chair of the Professional Responsibility Assessment Committee.

DATED AT TORONTO, ONTARIO, THIS 31ST DAY OF MARCH 2000.

FOR THE ASSOCIATION

Dan Anderson
Linda Haslam-Stroud
Lesley Bell
Linda Lachance
Barb Wahl
Donna Bain
Sylvia Blanchard
Jo Anne Shannon
Valerie MacDonald
Debbie McCrank
Carolyn Prepp
Catherine Iles-Peck
Marjorie Calvin
Elizabeth Dewar
Lawrence Walter
Judith McIlwaine

FOR THE HOSPITALS

Robert J. Bass
Maureen Bedek
Garry Cardiff
Ruth Dixon
Marilyn Travaglini
Sue Graham
Bernie D. Schmidt
Joan Edwards
Sylvia Halliday
Bronwen Morgan
Ursula Verstraete
Richard Kelly
Judith Skelton-Green
Randy Belair
Dan McPherson

DATED at Simmons ONTARIO, this 26th day of Oct 2000

FOR THE HOSPITAL

Repubek

Brenda Cordal

Lynnda Coak

Laurie Cook

FOR THE UNION

J. Papp

V. Hart

M. Wenger

G. DeLoe

D. Kelly
A. Lapouca

LOCAL ISSUES

To The:

COLLECTIVE AGREEMENT

Between:

TIMMINS & DISTRICT HOSPITAL
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And:

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

EXPIRY DATE: MARCH 31, 2001

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APPENDIX 3

TIMMINS & DISTRICT HOSPITAL

SALARY RATES

FULL-TIME

EFFECTIVE APRIL 1, 1998

		REGISTERED NURSE	GRADUATE NURSE	ASSISTANT HEAD NURSE	STAFF EDUCATOR	CLIN. NURSE SPECIALIST
START	HOURLY	18.67	16.96	19.46	26.20	25.21
	MONTHLY	3033.88	2756.00	3162.25	4257.50	4096.63
1 YEAR	HOURLY	19.60	17.76	20.43	26.80	26.80
	MONTHLY	3185.00	2886.00	3319.88	4355.00	4355.00
2 YEARS	HOURLY	20.38	18.49	21.23	27.42	27.90
	MONTHLY	3311.75	3004.63	3449.88	4455.75	4533.75
3 YEARS	HOURLY	21.45	19.42	22.36	28.04	28.99
	MONTHLY	3485.63	3155.75	3633.50	4556.50	4710.88
4 YEARS	HOURLY	22.51	20.20	23.40	28.69	30.08
	MONTHLY	3657.88	3282.50	3802.50	4662.13	4888.00
5 YEARS	HOURLY	23.58		24.49	29.38	31.17
	MONTHLY	3831.75		3979.63	4774.25	5065.13
6 YEARS	HOURLY	24.92		25.85	30.06	32.25
	MONTHLY	4049.50		4200.63	4884.75	5240.63
7 YEARS	HOURLY	26.24		27.19		
	MONTHLY	4264.00		4418.38		
8 YEARS	HOURLY	27.58		28.58		
	MONTHLY	4481.75		4644.25		
9 YEARS	HOURLY	28.93		29.97		
	MONTHLY	4701.13		4870.13		

EFFECTIVE APRIL 1, 1999

		REGISTERED NURSE	GRADUATE NURSE	ASSISTANT HEAD NURSE	STAFF EDUCATOR	CLIN. NURSE SPECIALIST
START	HOURLY	19.04	17.29	19.84	26.72	25.71
	MONTHLY	3094.00	2809.63	3224.00	4342.00	4177.88
1 YEAR	HOURLY	20.00	18.13	20.84	27.35	27.35
	MONTHLY	3250.00	2946.13	3386.50	4444.38	4444.38
2 YEARS	HOURLY	20.79	18.87	21.65	27.97	28.46
	MONTHLY	3378.38	3066.38	3518.13	4545.13	4624.75
3 YEARS	HOURLY	21.88	19.81	22.81	28.60	29.57
	MONTHLY	3555.50	3219.13	3706.63	4647.50	4834.38
4 YEARS	HOURLY	22.96	20.61	23.87	29.26	30.68
	MONTHLY	3731.00	3349.13	3878.88	4754.75	4985.50
5 YEARS	HOURLY	24.05		24.98	29.97	31.79
	MONTHLY	3908.13		4059.25	4870.13	5165.88
6 YEARS	HOURLY	25.42		26.37	30.66	32.90
	MONTHLY	4130.75		4285.13	4982.25	5346.25
7 YEARS	HOURLY	26.77		27.74		
	MONTHLY	4350.13		4507.75		
8 YEARS	HOURLY	28.13		29.15		
	MONTHLY	4571.13		4736.88		
9 YEARS	HOURLY	29.51		30.57		
	MONTHLY	4795.38		4967.63		

EFFECTIVE DATE OF RATIFICATION

		REGISTERED NURSE	GRADUATE NURSE	ASSISTANT HEAD NURSE	STAFF EDUCATOR	CLIN. NURSE SPECIALIST
START	HOURLY	20.00	18.13	20.84	27.35	27.35
	MONTHLY	3250.00	2946.13	3386.50	4444.38	4444.38
1 YEAR	HOURLY	20.79	18.87	21.65	27.97	28.46
	MONTHLY	3378.38	3066.38	3518.13	4545.13	4624.75
2 YEARS	HOURLY	21.88	19.81	22.81	28.60	29.57
	MONTHLY	3555.50	3219.13	3706.63	4647.50	4834.38
3 YEARS	HOURLY	22.96	20.61	23.87	29.26	30.68
	MONTHLY	3731.00	3349.13	3878.88	4754.75	4985.50
4 YEARS	HOURLY	24.05		24.98	29.97	31.79
	MONTHLY	3908.13		4059.25	4870.13	5165.88
5 YEARS	HOURLY	25.42		26.37	30.66	32.90
	MONTHLY	4130.75		4285.13	4982.25	5346.25
6 YEARS	HOURLY	26.77		27.74		
	MONTHLY	4350.13		4507.75		
7 YEARS	HOURLY	28.13		29.15		
	MONTHLY	4571.13		4736.88		
8 YEARS	HOURLY	29.51		30.57		
	MONTHLY	4795.38		4967.63		

EFFECTIVE APRIL 1, 2000

		REGISTERED NURSE	GRADUATE NURSE	ASSISTANT HEAD NURSE	STAFF EDUCATOR	CLIN. NURSE SPECIALIST
START	HOURLY	20.50	18.58	21.36	28.03	28.03
	MONTHLY	3331.25	3019.25	3471.00	4554.88	4554.88
1 YEAR	HOURLY	21.31	19.34	22.20	28.67	29.17
	MONTHLY	3462.88	3142.75	3607.50	4658.88	4740.13
2 YEARS	HOURLY	22.43	20.31	23.38	29.32	30.31
	MONTHLY	3644.88	3300.38	3799.25	4764.50	4925.38
3 YEARS	HOURLY	23.54	21.13	24.47	30.00	31.45
	MONTHLY	3825.25	3433.63	3976.38	4875.00	5110.62
4 YEARS	HOURLY	24.66		25.61	30.73	32.60
	MONTHLY	4007.25		4161.63	4993.63	5297.50
5 YEARS	HOURLY	26.05		27.02	31.42	33.72
	MONTHLY	4233.13		4390.75	5105.75	5479.50
6 YEARS	HOURLY	27.44		28.43		
	MONTHLY	4459.00		4619.88		
7 YEARS	HOURLY	28.84		29.89		
	MONTHLY	4686.50		4857.13		
8 YEARS	HOURLY	30.24		31.33		
	MONTHLY	4914.00		5091.13		

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SALARY RATESPART-TIMEEFFECTIVE APRIL 1, 1998

	REGISTERED NURSE	GRADUATE NURSE	ASSISTANT HEAD NURSE	STAFF EDUCATOR	CLIN. NURSE SPECIALIST
START	18.67	16.96	19.46	26.20	25.21
1 YEAR	19.60	17.76	20.43	26.80	26.80
2 YEARS	20.38	18.49	21.23	27.42	27.90
3 YEARS	21.45	19.42	22.36	28.04	28.99
4 YEARS	22.51	20.20	23.40	28.69	30.08
5 YEARS	23.58		24.49	29.38	31.17
6 YEARS	24.92		25.85	30.06	32.25
7 YEARS	26.24		27.19		
8 YEARS	27.58		28.58		
9 YEARS	28.93		29.97		

EFFECTIVE APRIL 1, 1999

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START	19.04	17.29	19.84	26.72	25.71
1 YEAR	20.00	18.13	20.84	27.35	27.35
2 YEARS	20.79	18.87	21.65	27.97	28.46
3 YEARS	21.88	19.81	22.81	28.60	29.57
4 YEARS	22.96	20.61	23.87	29.26	30.68
5 YEARS	24.05		24.98	29.97	31.79
6 YEARS	25.42		26.37	30.66	32.90
7 YEARS	26.77		27.74		
8 YEARS	28.13		29.15		
9 YEARS	29.51		30.57		

EFFECTIVE DATE OF RATIFICATION

	REGISTERED NURSE	GRADUATE NURSE	ASSISTANT HEAD NURSE	STAFF EDUCATOR	CLIN. NURSE SPECIALIST
START	20.00	18.13	20.84	27.35	27.35
1 YEAR	20.79	18.87	21.65	27.97	28.46
2 YEARS	21.88	19.81	22.81	28.60	29.57
3 YEARS	22.96	20.61	23.87	29.26	30.68
4 YEARS	24.05		24.98	29.97	31.79
5 YEARS	25.42		26.37	30.66	32.90
6 YEARS	26.77		27.74		
7 YEARS	28.13		29.15		
8 YEARS	29.51		30.57		

EFFECTIVE APRIL 1, 2000

	REGISTERED NURSE	GRADUATE NURSE	ASSISTANT HEAD NURSE	STAFF EDUCATOR	CLIN. NURSE SPECIALIST
START	20.50	18.58	21.36	28.03	28.03
1 YEAR	21.31	19.34	22.20	28.67	29.17
2 YEARS	22.43	20.31	23.38	29.32	30.31
3 YEARS	23.54	21.13	24.47	30.00	31.45
4 YEARS	24.66		25.61	30.73	32.60
5 YEARS	26.05		27.02	31.42	33.72
6 YEARS	27.44		28.43		
7 YEARS	28.84		29.89		
8 YEARS	30.24		31.33		

APPENDIX 4SUPERIOR CONDITIONS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981CLAUSE FROM
COLLECTIVE AGREEMENTFULL-TIME

12.08 Nurses presently employed who are covered by the Long Term Disability Plan may elect to be covered by H.O.O.D.I.P. or continue their present coverage of two-thirds of their monthly income to a maximum of \$1,500 per month from 18th week to age 65, in accordance with the terms and conditions of the plan in effect on October 23, 1981.

FULL-TIME/PART-TIME

14.11 NOTE:

Escort Duty Rates of RemunerationA. Via Ground Transportation

<u>Destination</u>	<u>Remuneration</u>
Toronto	3 shifts
Sudbury via North Bay	2 shifts
Kirkland Lake	1 shift
North Bay	1½ shifts
Hearst	1½ shifts
Ottawa	3 shifts
Sudbury via 144	1½ shifts
New Liskeard	1½ shifts

B. Via Air Transport

<u>Destination</u>	<u>Remuneration</u>
North Bay	1 shift
Toronto	2 shifts
Sudbury	1 shift
London	2 shifts
Toronto & London	3 shifts

Trips to other destinations will be paid on the above basis.

APPENDIX 5

APPENDIX ON LOCAL ISSUES

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Timmins & District Hospital at Timmins, Ontario save and except Programme Unit Co-ordinators and persons above the rank of Program Manager and Employee Health Nurse(s).

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Union 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 provisions of this agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employee(s) for just cause, provided that any such action contrary to the provisions of this agreement may be subject to a grievance and dealt with as provided herein;
- (c) determine in the interest of efficient operation and highest standard of service, job rating or 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, the services to be performed, and the methods, procedures and equipment in connection therewith.
- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employee(s) not inconsistent with the provisions of this agreement.

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

ARTICLE C - REPRESENTATION AND COMMITTEES

C-1 The Hospital will recognize the following representatives:

- (a) Thirteen (13) Union Stewards of whom no more than one (1) full-time and/or part-time will be from any one unit.

Vacation requests made in writing and dated after March 15th of each year will be on a first come, first served basis.

- E-2 The cut-off date for vacation entitlement purposes shall be April 30th. The vacation year shall be from May 1st to April 30th. There shall be no carry-over of vacation credits.
- E-3 Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
- E-4 Due to the necessity of allowing as many employees off as possible over the Christmas and New Year's holidays, vacations will not normally be scheduled for the period from December 15th to January 7th.
- E-5 Vacation lists for part-time employees will be separate and distinct from full-time employees.
- E-6 Vacation pay for part-time employees shall be calculated according to Article 16.01. Regular part-time employees will be paid vacation pay during the pay periods when they are scheduled for their vacation.

ARTICLE F - SCHEDULING REGULATIONS

F-1 7½ Hour Tour

FULL-TIME/REGULAR PART-TIME

- (a) Tour schedules will be posted at least two **(2)** weeks in advance and shall cover a six (6) week period.
- (b) There will be a rest period during each half of a seven and one-half (7½) hour tour.
- (c) A period of two **(2)** consecutive tours off shall be scheduled between changes of tour.
- (d) The first tour of the day is the day tour.
- (e) Split tours will not be scheduled and paid holidays or days in lieu thereof, shall not be used to change tours. An employee will not be required to change tours of duty more than once during a work week.
- (f) Weekends:

An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and consecutive weekend, save and except where:

- (a) such weekend has been worked by the employee to satisfy specific days ~~off~~ requested by such employee; or
- (b) such employee has requested weekend work; or

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- (c) such weekend **is** worked as the result of an exchange of shifts with another employee; or
- (d) when specific nursing units have mutually agreed to do otherwise.
- (e) Every third weekend will be scheduled off.

Weekend Definition

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

- (g) **A** request for exchange in posted time schedules by an employee may be considered by the Hospital. Such request must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty.
- (h) **It is** understood that any of the above scheduling regulations may be waived by mutual consent.

FULL-TIME ONLY

- (i) Schedules may provide for more than five **(5)** consecutive tours, but not more than seven (7) consecutive tours of work without days off, as long as eight (8) days off are scheduled at least each twenty-eight (28) days. In any two (2) week period **two (2)** days off may be split by mutual consent.
- (j) Not more than **two (2)** consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed.

REGULAR PART-TIME ONLY

- (k) At least sixteen **(16)** hours will be scheduled off between shifts. Where there are specific units (ie. Day Surgery) with staggered day shift tours, an employee may be scheduled to work with no less than twelve **(12)** hours off from the completion of the nurse's last scheduled tour.
- (l)
 - i) The Employer agrees to schedule regular part-time employees, by seniority, according to F-4 on the posted schedule of the unit.
 - ii) **All** regular part-time employees shall be scheduled up to their committed hours before any casual part-time employees are utilized.
 - iii)
 - (a) Where extra tours become available, they will be first offered on the basis of seniority to regular part-time employees on that unit provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.

- (b) In the event of an incidental layoff/cancellation, no nurse will fall under her/his commitment before any part-time nurse has an extra shift.
- iv) Extra tours still not filled will then be offered to regular part-time employees, including job-sharers, on the basis of seniority.
- v) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees qualified to perform the available work on the basis of seniority.

F-2 Extended Tours

Introduction and discontinuation of a compressed work week (extended tour).

- (1) A compressed work week shall be introduced into any unit when:
 - (i) eighty per cent (80%) of the employees 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 arbitrary manner.
- (2) A compressed work week may be discontinued in any unit when:
 - (i) fifty per cent (50%) of the employees 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,states its intention to discontinue the compressed work week in the schedule.
- (3) When 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 employees shall be given sixty (60) days notice before the schedules are **so** amended.

F-3 Scheduling

1 1/4 Hour Tour - FULL-TIME/REGULAR PART-TIME

- (a) Tour schedules will be posted at least **two** (2) weeks in advance and shall cover a six **(6)** week period.

- (b) Not more than three (3) consecutive days of work will be scheduled.
- (c) A period of forty-eight (48) hours off shall be scheduled between changes of tour.
- (d) The first tour of the **day** is the **day** tour.
- (e) Split tours will not be scheduled and paid holidays or days in lieu thereof, shall not be used to change tours. An employee will not be required to change tours of duty more than once during a work week.
- (f) A request for exchange in posted time schedules by an employee may be considered by the Hospital. Such request must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty.

(g) Weekends:

An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a second (2nd) and consecutive weekend for extended tour scheduling, save and except where:

- i) such weekend has been worked by the employee to satisfy specific days ~~off~~ required by such employee; or
- ii) such employee has requested weekend work; or
- iii) such weekend is worked as the result of an exchange of shifts with another employee; or
- iv) when specific nursing units have mutually agreed to do otherwise.
- v) Every second weekend will be scheduled off.

Weekend Definition

A weekend shall be a minimum of sixty (60) consecutive hours ~~off~~ work during the period following the completion of Friday day shift until the commencement of the Monday day shift.

Where an employee is scheduled to work and works overtime in conjunction with the normal completion time of the Friday day shift or the normal commencement time of the Monday day shift, such overtime will not be construed to be work performed on a weekend for the purpose of Article F-2 (g).

- (h) It is understood that any of the above scheduling regulations may be waived by mutual consent.

FULL-TIME ONLY

- (i) Six (6) extended tours and one ~~(1)~~ seven and one-half (7%) hour tour will be scheduled in a two (2) week period, unless the Hospital and the Union agree otherwise.

- (j) Not more than two **(2)** consecutive weeks will be scheduled on nights unless otherwise mutually agreed.

PART-TIME ONLY

(k) Scheduling

- i) The Employer agrees to schedule regular part-time employees, by seniority, according to F-3 on the posted schedule of the unit.
- ii) All regular part-time employees shall be scheduled up to their committed hours before any casual part-time employees are utilized.
- iii) (A) Where extra tours become available, they will be first offered on the basis of seniority to regular part-time employees on that unit provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
- (B) In the event of an incidental layoff/cancellation, no nurse will fall under her/his commitment before any part-time nurse has an extra shift.
- iv) Extra tours still not filled will then be offered to regular part-time employees, including job-sharers, on the basis of seniority.
- v) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees qualified to perform the available work on the basis of seniority.

F-4 PART-TIME COMMITMENT

All regular part-time employees must be available to work a predetermined schedule according to the following conditions:

- (a) the part-time commitment will be the equivalent of 37.5 hours per two weeks (7.5/12 hours shifts), averaged over **six (6)** week scheduling period to minimize four **(4)** hour tours.
- (b) available twelve **(12)** months a year less allowable vacation entitlement;
- (c) (i) 7½ Hour Tour - available to work three (3) weekends in every six (6) week period with a maximum of two **(2)** consecutive weekends worked;
- (ii) 11¼ Hour Tour - available to work every second weekend;
- (d) available for six (6) of the following holidays, two (2) of which when required by the Hospital will be those that fall between the dates of May 15th and September 15th of each year:

Holidays:

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

- (e) available for the Christmas period (including Christmas Eve day, Christmas Day and Boxing Day) or New Year's period (including New Year's Eve day and New Year's Day) on alternate years and in turn will be eligible for a minimum of five **(5)** days off for the above period not worked.

F-5 CHRISTMAS/NEW YEAR'S SCHEDULINGFULL-TIME/REGULAR PART-TIME

The scheduling regulations set out herein may be waived between December 15th and January 7th **so** that an employee will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's. Six **(6)** days will be scheduled when it is possible to **do so**. Time off at Christmas shall include Christmas Eve day, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve day (commencing at 0001 hours) and New Year's Day. This provision will not apply to areas where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays. A preference list for time off at Christmas or New Year's will be posted by September 1st of each year. The employees will indicate their preference by October 1st of each year. The Hospital will post the work schedule that includes Christmas and New Year's no later than November 1st of each year.

Nurses required to be on-call over the Christmas/New Year's period will alternate the on-call responsibility from year to year.

F-6 FULL-TIME/REGULAR PART-TIME

The Hospital agrees to discuss with the Hospital-Association Committee and the unit involved any proposed changes to the Master Schedules.

- F-7 For the purpose of Article 14.10, evening shift will be 1500 to 2300 hours, and night shift will be from 2300 hours to 0700 hours.

F-8 (a) HOURS OF WORK – 10 HOUR TOURS – DAY SURGERY

- i) For nurses working ten (10) hour tours, the normal daily extended tour shall be 9.5 consecutive hours in any 24 hour period, exclusive of a total of thirty (30) minutes of unpaid meal time.
- ii) In the event a full-time nurse's hours of work exceeds seventy-five (75) in a pay period she will be permitted to bank a maximum of one (1) hour at straight time. Banked hours will be used to permit nurses to top-up their bi-weekly hours to seventy-five (75) hours per pay period. Part-time

nurses will be paid seventy-six hours at straight time if scheduled eight **(8)** shifts in a pay period.

- iii) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty (30) minutes.

(b) PAID HOLIDAYS

- i) Nurses on ten (10) hour tours shall receive twelve (12) lieu days off to consist of seven and one-half (7.5) hours each, subject to 1(b) above.

(c) SCHEDULING OBJECTIVES

- i) Nurses shall not be scheduled to work more than four **(4)** consecutive days of work.
- ii) Tour schedules will be posted at least two (2) weeks in advance and shall cover a six **(6)** week period.
- iii) At least thirteen and a half (13.5) hours will be scheduled between tours.

ARTICLE G -BULLETIN BOARD

G-1 The Hospital shall provide bulletin board space for the use of the Union. The Hospital will allow posting of Union meetings on all nursing units.

ARTICLE H - LEAVE OF ABSENCE FOR UNION BUSINESS

H-1 Leave of absence for Union business shall be given without pay up to an accumulative total for all staff (full-time and part-time) of one hundred (100) days during the calendar year, provided:

- (a) adequate notice in writing is given the Hospital;
- (b) not more than four **(4)** employees shall be absent at the same time; and
- (c) the granting of such leave is subject to the staffing requirements of the Hospital.

Such leave will not be unreasonably denied.

ARTICLE I - PRE-PAID LEAVE PLAN

I-1 Leave of absence under Article 11.11 will be limited to no more than three (3) full-time employees.

ARTICLE J - WORKPLACE SAFETY AND INSURANCE BOARD/MODIFIED WORK PROGRAM

J-1 Modified Work/Return to Work Programs

- (a) The Hospital will notify the President of the Local Nurses' Association of the names of all employees off work due to a work related injury. The Hospital will provide to the Union monthly, a list of all employees on Modified Work Programs at the beginning of each month.
- (b) Prior to any employee returning to work on a modified work program, the Hospital will notify and meet with the employee, a member of the local executive and a staff representative of the Ontario Nurses' Association, to discuss the circumstances surrounding the Employee's return to suitable work.
- (d) The Hospital agrees to provide the Employee and the President of the Local Nurses' Association with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is forwarded to the Board.

ARTICLE K - JOB SHARING

K-1 JOB SHARING

If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Programme Unit Co-ordinator. A job sharer's commitment is her/his portion of the full-time hours.
- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her/his partner, as well as with other employees 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 employee would be required to work,
- (f) Coverage:
 - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

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

(g) 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.

(h) Any incumbent full-time employee wishing to share her/his position, may do so without having her/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.

(i) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the positions must be posted in accordance with the Collective Agreement.

Discontinuation

Either party may discontinue a 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 a job sharing arrangement and one of the job sharers is the original owner of the full-time position, this nurse will have the option of reverting to her/his full-time status or remain regular part-time. The other **job** sharer will remain regular part-time.

ARTICLE L - WORK RELATED INJURY

L-1 The Hospital will inform the Union in writing within seventy-two (72) hours of receiving written notification from an employee who has been assaulted while performing her/his work.

ARTICLE M - LIEU TIME - FULL-TIME NURSES ONLY

M-1 In accordance with Article 14.09 of the central document, where an employee chooses equivalent time off, such time off must be taken within six (6) pay periods of the worked overtime at a mutually agreeable time or the lieu time will be paid out to the employee.

ARTICLE N - PHYSICIAN'S NOTES

N-1 The Employer will pay the cost of physician's notes, if required by the Employer, for employees.

ARTICLE O - PARKING

O-1 Prior to any changes in rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Hospital/Association Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

ARTICLE P - VOICE MAIL BOX

P-1 The Employer will provide the Local Bargaining Unit President, Grievance Chair and WSIB/Modified Work Representative with voice mail boxes and a mail slot in the mailroom at the Hospital.

ARTICLE Q - MISCELLANEOUS

Q-1 Regular part-time nurses can bank lieu time in accordance with Article 14.09 and M-1.

Q-2 The Employer will pay the Bargaining Unit President/Local Coordinator or designate at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours.

DATED AT TIMMINS, ONTARIO THIS 26th DAY OF October, 2000.

FOR THE EMPLOYER

[Signature]
Brenda Corbitt
[Signature]
[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

TIMMINS & DISTRICT HOSPITAL

RE: Article 13.04/13.05

The Parties agree to discuss language for Articles 13.04/13.05 for the local appendix, if during the term of this Collective Agreement, either party indicates in writing a specific interest in either article.

DATED AT TIMMINS, ONTARIO THIS 26th DAY OF October, 2000.

FOR THE EMPLOYER

DePurba
Brenda Corbitt
Lynne Good
Laurette Cook

FOR THE UNION

J. Pa...
Labour Relations Officer
Hart
Mar...
Duffy
Deth
La...

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

TIMMINS & DISTRICT HOSPITAL

RE: Article 10.06 (d)

The Parties agree that full-time nurses can apply for temporary full-time positions under Article 10.06 (d) when deemed suitable by the Hospital and if such vacancy is for a period of six (6) months or longer. Such vacancy will be filled in accordance with this Article. The Hospital will indicate on temporary full-time vacancies if full-time nurses are eligible to apply.

DATED AT TIMMINS, ONTARIO THIS 26th DAY OF October, 2000.

FOR THE EMPLOYER

Repubkui
Brenda Corbett
Lynnda Coard
Laurett Cook

FOR THE UNION

J. P. ...
Labour Relations Officer
W. Hart
M. ...
S. ...
D. ...
J. ...

LETTER OF UNDERSTANDING

Between:

TIMMINS & DISTRICT HOSPITAL
(referred to as the "Hospital")

And:

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

RE: Self-scheduling

During the term of the Collective Agreement, if employees from any unit request to self-schedule, the parties agree to meet to develop self-scheduling guidelines.

DATED AT TIMMINS, ONTARIO THIS 26th DAY OF October, 2000.

FOR THE EMPLOYER

[Signature]
Brenda Corbett
Lynne Coak
Laurie Cook

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

TIMMINS & DISTRICT HOSPITAL
(referred to as the "Hospital")

And:

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

RE: nurses for Staff Clinical Nurse Specialists/Resource Nurse

Nurses in the above classifications will self-schedule in accordance with Article F and such schedule will be approved by their immediate supervisor. These nurses will be allowed to work a flexible schedule and hours worked in excess of seventy-five (75) hours bi-weekly will be paid in accordance with Article 14.03.

DATED AT TIMMINS, ONTARIO THIS 26th DAY OF October, 2000.

FOR THE EMPLOYER

Debra D'Amico
Brenda Corbitt
Angela Ross
Janette Carly

FOR THE UNION

J. Drapp
Labour Relations Officer
Christine
Manning
Debra
Debra
Agapucci

LETTER OF UNDERSTANDING

Between:

TIMMINS & DISTRICT HOSPITAL
(referred to as the "Hospital")

And:

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

RE: 4 Hour Tours/Part-time Nurses

1. The Hospital will endeavour to keep the number of four (4) hour tours to a minimum.
2. A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid rest break.
3. Four (4) hour tours will be divided as equally as practicable. This clause shall be waived for orientation purposes.
4. No part-time employee will be scheduled solely on tours which are comprised of four (4) hour tours in any pay period, except where such arrangements are requested by the employee.
5. Employees working tours comprising of four (4) hours, shall not be scheduled to work more than three (3) consecutive tours unless requested by the employee. This provision will not apply to areas where nurses are normally scheduled to work dayshift only between 0700-1900 hours. Such nurses may be scheduled to work up to five (5) consecutive four (4) hour tours.
6. If a tour becomes available on a unit where a regular part-time nurse is scheduled to work a four (4) hour tour during that period of time, the regular part-time nurse, if she/he qualifies for the shift under Article F-1 (l), will be offered the tour and this will not be considered a change in the posted work schedule.

DATED AT TIMMINS, ONTARIO THIS 26th DAY OF October, 2000.

FOR THE EMPLOYER

Republia
Brenda Corbul
Lynnda Lead
Laurie Cook

FOR THE UNION

J. P. Ross
 Labour Relations Officer
W. Hart
M. Manning
S. S. S.
D. Debra
A. J. J.

LETTER OF UNDERSTANDING

Between:

TIMMINS & DISTRICT HOSPITAL
(referred to as the "Hospital")

And:

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

RE: Modified Work/Return to Work

The Parties agree that in the event the Modified Work/Return to Work Proposal (Article J-1 (a)) tabled by the Association during local issue bargaining is arbitrated at this round of Local issue Arbitration, the Parties agree to abide by the award issued by the arbitrator.

DATED AT TIMMINS, ONTARIO THIS 26th DAY OF October, 2000.

FOR THE EMPLOYER

Repubski
Brenda Corbitt
Lynne Wood
Laurie Cook

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature]
Marunger
[Signature]
Debra
Glapanic