

**COLLECTIVE AGREEMENT**

Between:

**ORILLIA SOLDIERS' MEMORIAL HOSPITAL**  
[hereinafter referred to as the "Hospital"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

**Expiry Date: March 31, 2004**

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**APPENDIX 3****SALARY SCHEDULE**

A Registered Nurse shall be compensated in accordance with Article 19.01 (a)

Articles 19.01(a) and (d) apply to nurses only

19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

1 n - Registered Nurse

	<b><u>Effective April 1, 2001</u></b>	<b><u>Effective April 1, 2002</u></b>	<b><u>Effective April 1, 2003</u></b>
Start	\$21.12	\$21.75	\$22.44
1 Year	\$21.95	\$22.61	\$23.33
2 Years	\$23.10	\$23.80	\$24.56
3 Years	\$24.25	\$24.97	\$25.77
4 Years	\$25.40	\$26.16	\$27.00
5 Years	\$26.83	\$27.64	\$28.52
6 Years	\$28.26	\$29.11	\$30.04
7 Years	\$29.71	\$30.60	\$31.58
8 Years	\$31.45	\$32.71	\$33.75

NOTE 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

(Articles 19.01(b) and 19.01 (c) apply to part-time nurses only)

(b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

(c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enroll in the Hospital's Pension Plan when eligible in accordance with its terms and

conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

**APPENDIX 4**

**SUPERIOR CONDITIONS**

Previously existing conditions retained as provided for in the O'Shea interest arbitration award dated October 23, 1981 include the following:

1) Article 5.01 of the previous collective agreement provides that the Hospital will send to the Union along with its cheque for the dues deducted, a list of the names, addresses and Social Insurance Numbers on whose behalf such deductions have been made. The list shall also include the names of those nurses on leaves of absence, newly hired and those who have terminated their employment in that month.

2) The provisions of Article 13.09 (full-time) and Article 13.07 (part-time) of the previous Collective Agreement shall be retained:

**"Paternity e**

The Hospital shall grant a paternity leave without pay and without loss of seniority for two (2) weeks which may, at the request of the nurse include the day of delivery.

3) The provisions of Article 17.02 of the previous collective agreement shall be retained:

"Should a nurse be called in on her/his scheduled day off, she/he will be compensated at the rate of time and one-half (1.5) her/his regular rate of pay and for full-time nurses, another unpaid day off will be scheduled."

**PART-TIME ONLY:**

4) The provisions of Article 18.04 shall be retained:

"To qualify for holidays with pay as above, a nurse must work twelve (12) tours in the previous twenty-eight (28) days."

5) The provisions of Article 19.02 (d) shall be retained for nurses who enjoy the benefit while employed by the Hospital:

"Vacation pay for Casual Part-time Nurses shall be computed at the rate of six (6%) percent of their gross earnings during the vacation fiscal year."

FULL-TIME ONLY:

CASH-OUT PROVISIONS FROM THE PREVIOUS COLLECTIVE AGREEMENT INCLUDED FOR REFERENCE

- 20.02 Nurses with five (5) years continuous service, but less than ten (10) years continuous service, who terminate their services for any reason, will be permitted to cash out twenty-five percent (25%) of the sick leave bank.
- 20.03 Nurses with more than ten (10) years continuous service, who terminate their services for any reason, will be permitted to cash out fifty percent (50%) of their sick leave bank.
- 20.04 Nurses who retire under any of the terms of the Hospitals of Ontario Pension Plan will be permitted to cash out fifty percent (50%) of their total sick leave bank.

**APPENDIX 5**

**LOCAL ISSUES**

Between:

**ORILLIA SOLDIERS' MEMORIAL HOSPITAL**  
[hereinafter referred to as the "Hospital"]

And:

**ONTARIO NURSES ASSOCIATION**  
[hereinafter referred to as the "Union"]

**FULL-TIME & PART-TIME**

**APPENDIX 5**

**LOCAL ISSUES**

**E A – RECOGNITION**

- A.01           The Hospital recognizes the Union as the sole bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity, by the Orillia Soldiers' Memorial Hospital at Orillia, save and except, Head Nurses and persons above the rank of Head Nurse.

**ARTICLE B – DEFINITIONS**

- B.01           (a)     An afternoon tour or a night tour shall be any tour which commences or ends between 1900 and 0200 hours.
- (b)     For the purposes of scheduling, the first [1st] shift of the day shall be days.
- (c)     For the purposes of shift premium payment, evening premium will be paid for all hours worked between fifteen hundred (1500) and twenty-three hundred (2300) hours, and night premium will be paid for all hours worked between twenty-three (2300) hours and seven hundred (0700) hours.

**ARTICLE C - MANAGEMENT FUNCTIONS**

- C.01           The Union acknowledges that it is the exclusive function of the Hospital to:
- (a)     Maintain order, discipline and efficiency.
- (b)     Hire, retire, direct, classify, transfer, promote, demote, lay-off, and discharge, suspend and discipline nurses for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a nurse has been unjustly discharged, suspended or disciplined, may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.
- (c)     Establish and enforce reasonable rules and regulations to be observed by the nurses. The Hospital will furnish the Union with copies of published Hospital rules and regulations, prior to posting same on bulletin board.
- (d)     Generally to manage and operate the Hospital in all respects, in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of nurses required from time to time, the standards of performance for all nurses, and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.



C.02 The Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

**ARTICLE D - UNION COMMITTEES & REPRESENTATIVES (ARTICLE 6)**

D.01 (a) Negotiating Committee

The Hospital shall recognize a Negotiating Committee of not more than four (4) nurses who are in the employ of the Hospital, selected by the Union.

(b) Grievance Committee

The Hospital will recognize a Grievance Committee composed of not more than three (3) nurses selected by the Union.

(c) \_\_\_\_\_

This Committee shall be composed of three (3) representatives of the Union who are in the employ of the Hospital, and an equal number of representatives from the Employer. Each party may have alternates to replace a member from time to time.

(d) No more than one (1) nurse shall be granted leave from any one (1) unit anytime except in the case where the second [2nd] person is a member of the Executive, in that case the Union agrees to waive normal scheduling patterns during the term of leave. For the purposes of this Article, Nursery and Paeds shall be considered one (1) unit.

D.02 Union Representatives

The Hospital will recognize eleven (11) Union representatives from the following areas:

Two (2) each from:           Medicine  
  Surgery

One (1) each from:           Paediatrics  
  Chronic Care  
  Operating Room & Recovery  
  Obstetrics & Nursery  
  Intensive Care Unit  
  Emergency, and part-time representative

D.03 The Hospital agrees that an Officer of the Union or Union representative shall be allowed a reasonable period of time within regular working hours to interview a newly hired nurse during her/his orientation period.

D.04 The Employer will pay the Bargaining Unit President at her/his regular straight time hourly rate for all hours spent attending meetings requested by the Employer outside her/his regularly scheduled hours.

D.05 Scheduling Committee

This Committee shall be established on an ad hoc basis from the Hospital-Association Committee to review significant changes to current schedules or staffing on a unit.

Where the Committee determines a requested schedule or staffing change on a unit to be appropriate, the scheduling options will be fully developed and the options will be put to a vote of the staff on the affected unit.

Such vote will be organized and run jointly by the Union and the Hospital and shall require a seventy-five percent (75%) approval by all nurses normally assigned to the unit. Normally assigned is defined as those nurses who have regularly worked on the unit within the previous six (6) months, unless absent on approved leave.

**ARTICLE E - SENIORITY (ARTICLE 10)**

E.01 The Hospital shall post the seniority list on the bulletin board in January and July.

**ARTICLE F - LEAVE OF ABSENCE (ARTICLE 11)**

F.01 Leave of absence for Union business shall be granted pursuant to the following conditions:

- (a) The Union will provide the Hospital with at least two (2) weeks written notice, except in extenuating circumstances.
- (b) No more than four (4) nurses shall be granted leave at one (1) time.
- (c) No more than one (1) nurse shall be granted leave from any one (1) unit anytime except in the case where the second [2nd] person is a member of the Executive, in that case the Union agrees to waive normal scheduling patterns during the term of leave.
- (d) All such leaves shall not exceed six hundred and fifty (650) hours collectively in any one ~~(1)~~ calendar year.
- (e) For the purposes of this Article, paediatrics/special care nursery and combined care/labour and delivery will each be considered one (1) unit.
- (9) Should the Local Co-ordinator be an employee of the Hospital, she/ he shall be provided with the required leave of absence hours to perform that function and the hours required shall be in addition to the collective hours specified in (d).

F.02 Subject to Article 11.11 of the Central Collective Agreement the number of nurses off on prepaid leave will be seven (7) at any one (1) time. It is understood that no more than one (1) nurse from any one (1) unit will be off at the same time.

**ARTICLE G - SCHEDULING & WORKING CONDITIONS (ARTICLE 13)**

G.01 Meal time of one-half ( $\frac{1}{2}$ ) hour shall be scheduled away from the floor during the nurse's tour, whether day, evening or night.

G.02 A rest period of fifteen (15) minutes will be granted during each half ( $\frac{1}{2}$ ) tour.

G.03 If a nurse is prevented by her/his duties from going to the cafeteria, she/he will be permitted, with the approval of the Nursing Unit Manager or her/his Immediate Supervisor, to take her/his meal break at the unit.

G.04 **Scheduling - Normal Seven and One-Half (7.5) Hour Tours**

(a) As a general rule, two (2) consecutive days off will be scheduled during each work week. However, schedules may provide for more than five (5), but not more than seven (7) consecutive days of work, except in emergency situations, without days off, provided that four (4) days off are scheduled for each fourteen (14) day period, In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.

(b) Weekly schedules shall be posted four (4) weeks in advance, excluding prime vacation time. Requests for specific days off are to be submitted, in writing, at least one (1) week in advance of the day the schedule is posted. The Hospital will respond within one (1) week of the request. Any requests for a change in posted schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty with a minimum of twenty-four (24) hours notice.

Full-time and part-time nurses will be allowed to arrange change of time with a Relief Nurse, with a minimum of twenty-four (24) hours notice. Such requests shall be in writing and signed by both nurses involved with the approval of the Nursing Unit Manager.

(c) At least two (2) consecutive tours "off duty" normally shall be scheduled when tours of duty are changed, and at least six (6) consecutive tours "off duty" shall be scheduled following night duty, except when a shorter period of time between changes of tour is scheduled by mutual consent.

(d) Nurses working on normal daily tours are entitled to at least two (2) weekends off in four (4) and nurses working on extended tours are entitled to at least every second [2nd] weekend off. The Hospital will endeavour to provide nurses working normal daily tours with at least every other weekend off. Should a nurse be required to work three (3) consecutive weekends or more, she/he shall be paid premium pay as set out in Article 14.03 for the third [3rd] weekend and for each succeeding weekend worked until a weekend is scheduled off.

A weekend shall be defined as 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.

- (e) In the case of a nurse who normally rotates on at least two (2) of the three (3) tours of duty, the Hospital will endeavour to schedule at least fifty percent (50%) of her/his tours on the day tour. The Hospital will not schedule nurses to work more than two (2) consecutive weeks of evenings and/or nights when rotating on these shifts.

For nurses working extended tours, the Hospital will schedule at least fifty percent (50%) of her/his tours on the day tour. The above will apply unless mutually agreed otherwise between the nurse and her/his immediate supervisor.

- (f) A nurse who requests specific tours, with the exception of the day tour, on a permanent basis, shall be granted such request whenever possible. Those who are presently employed on specific tours on a permanent basis will not be rotated, except by mutual consent. However, it is understood and agreed that, from time to time, any nurse undertaking specific tours on a permanent basis shall be rotated for the purposes of re-orientation.
- (g) The Hospital shall not assign a nurse to be in charge of a ward, unit or area for the first [1st] shift that she/he is assigned to that unit where the nurse has not worked on the unit for a period of one (1) month or more.

(h) Short Hour Tours

The parties agree to continue scheduling tours of less than seven and one-half (7.5) hours subject to the following conditions:

Where a nurse works a four (4) hour tour, she/he shall be paid for three and three-quarters (3.75) hours. Such nurse shall receive a one-half (½) hour meal break consisting of fifteen (15) minutes paid time and fifteen (15) minutes unpaid time to be scheduled at a mutually agreeable time during the shift.

Where a nurse works a tour of five (5) hours or more, she/he shall be assigned to a meal break of one-half (½) hour, as well as the usual rest break(s).

G.05

Extended Tour Scheduling

- (a) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where seventy-five percent (75%) of the nurses in a given unit(s) are in favour, and where the Hospital is also in agreement. Following the trial period, the extended tour arrangement will be continued upon agreement of the Hospital. If, at any time following the trial period, either the Hospital or seventy-five percent (75%) of the nurses involved requested the discontinuance of this tour system, it will then be discontinued.

Where the majority of the nurses on the unit(s) in question have voted to initiate the trial period, and where the extended tour arrangement is continued after the trial period, then all the nurses on the unit(s) in question, shall be required to work the extended tour during the trial period and thereafter.

- (b) Meal breaks shall consist of a thirty (30) minute lunch, and a thirty (30) minute supper period.
- (c) There shall be two (2) fifteen (15) minute rest periods.
- (d) A nurse shall receive every second [2nd] weekend off unless otherwise agreed to between the nurse and the Employer.
- (e) A nurse may not work any more than three (3) twelve (12) hour shifts in succession.

## G.06

Full-Time:

In accordance with Article 14.09 of the Central Agreement where a nurse has opted for "time off equivalent to the applicable overtime rate [i.e. where the applicable rate is time and one-half (1½), then time off shall be at time and one-half (1½)]". Such time off shall be scheduled at a mutually agreeable time. Such accumulated time shall not exceed thirty-seven and one-half (37.5) hours. All hours in excess of thirty-seven and one-half (37.5) hours shall be paid out at the applicable rate [i.e. time and one-half (1½)] and include percent (%) in lieu for part-time].

Part-Time:

- (a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
  - i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
  - ii) A tour will be deemed to be offered whenever a call is placed.
  - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
  - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
  - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice.

## G.07

Job Sharing

The parties mutually agree to implement job sharing. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

- (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) nurses and the Nursing Unit Manager. Job sharers shall not be requested to work any tours outside of the tours of the full-time position unless otherwise mutually agreed otherwise between the nurse and ~~her/his~~ Nursing Unit Manager.
- (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 nurses as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) When possible, Job Sharers will cover their partner during sick leave and vacation. Job Sharers covering their partner's vacation will not be counted in the Unit vacation quota. Job Sharer's will attempt to arrange this coverage with their partner prior to contacting the Nursing Unit Manager, or designate.
- (g) The number of shared positions shall be limited to ~~two~~ (2) full-time positions on each of the following units:

Operating Room      Emergency      Soldiers I  
 Soldiers II      Intensive Care Unit.

The number of shared positions shall be limited to one (1) full-time position on each of the following units:

Paediatrics      Harvie IV      Obstetrics  
 Recovery Room      Float Team      Nursery.

The number of shared positions shall be limited to three (3) full-time positions on the following unit:

Harvey II.

- (h) All other provisions covering **job** sharing are contained in the central Part-Time Agreement.

(i) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

- (j) An incumbent full-time nurse wishing to share ~~her/his~~ position, may do so without having ~~her/his~~ half [1/2] of the position posted. The other half of the

job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

- (k) If one (1) 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 nurse will have the option of continuing the full-time position or reverting to her/his former position. If she/he does not continue full-time, the position must be posted according to the Collective Agreement.

- (l) Discontinuation

Either party may discontinue the **job** sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such **discontinuation** shall not be unreasonable or arbitrary.

**G.08**

Standby

- (a)
  - i) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
  - ii) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- (b) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments utilizing the exchange of shift form for documentation purposes.
- (c) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Hospital.
- (d) Employees scheduled for standby shall be provided with beepers.
- (e) The Hospital will continue to make available a private room for employees scheduled for standby.
- (9) Standby will not be scheduled on a night before a scheduled day shift until otherwise agreed to by the employee.
- (g) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift and shall complete his or her pay card to reflect the day as absent, scheduled lieu or social contract time, unless she/he does so by mutual agreement between the employee and the Hospital.

**G.09**

All premium payments as per the Central Agreement shall apply should any of the hours of work in this Article not be maintained.

**ARTICLE H - PAID HOLIDAYS (ARTICLE 15)**

H.01 The Hospital agrees to recognize the following paid holidays:

New Year's Day (Jan. 1st.)	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day (Dec. 25th)
2nd Friday in June	Boxing Day (Dec. 26th)
Canada Day (July 1st)	* Nurse's Birthday

\* A nurse will designate another day in the year as the holiday if her/his birthday falls on one (1) of the other designated holidays.

H.02 In general, nurses will alternate with each other in being absent from work on holidays - for instance, a nurse having Christmas Day off might not be allowed off on New Year's Day.

In general, nurses will alternate their scheduled days off for Christmas or New Year's on an alternating yearly basis. For example, a nurse who was off for Christmas one year would be expected to be off for New Year's the next year, unless mutually agreed upon by the Nursing Unit Manager and all nursing unit staff have had their holiday needs met.

The Hospital will schedule the nurses off a minimum of five (5) consecutive days and will endeavour to schedule them off up to seven (7) consecutive days at either Christmas or New Year's.

Christmas shall be defined as any tour which commences on December 24th, 25th and 26th. New Year's shall be defined as any tour that commences on December 31st, January 1st and January 2nd.

Failure to schedule a minimum of five (5) days off will result in premium pay to the affected nurses. The schedule covering the Christmas and New Year's period will be posted on November 1st of each year. The Christmas and New Year's schedule will cover shifts between December 15th and January 15th.

The Union agrees that the normal scheduling patterns will be waived during this holiday period to accommodate the five (5) days off.

Nurses that work in departments that are closed over Christmas and New Year's, may be required to take call during the closure.

H.03 A nurse's preference shall be considered before posting of schedules for any holiday, provided there is no delay in stating the preference. Scheduling of lieu days, regardless of shift, shall be by mutual consent [within forty (40) days on either side of the holiday].

H.04 Where a nurse has been scheduled to work on a holiday weekend, she/he shall be scheduled to work the holiday as well, if requested by the nurse prior to the posting of the schedule.



**ARTICLE I - VACATIONS (ARTICLE 16)**

I.01 The vacation fiscal year will be from July 1st to June 30th. All requests for the vacation time applicable to June 15th through September 15th inclusive must be submitted by March 15th of each year. This vacation time shall be processed and posted by April 15th. Once posted, the schedule shall not be changed without mutual consent of the parties. A nurse may exercise her/his seniority rights during this posting period to obtain the vacation of her/his choice. Additional vacation requests after March 15th and for all vacation outside the June 15th to September 15th period, will be considered on a first [1st] come first [1st] served basis, except when more than one (1) request is received on the same day, and then seniority shall prevail. Requests for vacation outside the prime time period shall be responded to, in writing, within fourteen (14) days.

I.02 (a) Nurses shall be entitled to the weekend off prior to commencement of vacation, and at the completion of vacation when total vacation is taken at one (1) time. The Hospital will make a reasonable effort to comply should the vacation be split.

(b) Prior to leaving on vacation, nurses shall be notified of the date, and time at which to report for work following vacation.

(c) Vacation time requested after the schedule is posted will be considered.

I.03 Full-Time:

Vacation pay shall be included in the salary cheque issued immediately preceding the commencement of the vacation, if so requested in writing to the Payroll Supervisor at least seven (7) calendar days in advance of the pay day on which the vacation pay is needed.

Part-Time:

Vacation pay will be issued on a separate itemized pay cheque in July

I.04 Only nurses covered under the terms of the Collective Agreement shall be counted when determining vacation quotas.

I.05 For the purposes of scheduling vacations, where ever possible, a maximum of two (2) full-time equivalents per team or unit will be granted vacation for the same period.

A Team is a group of nurses who work any shift on the same days of the week. This can be a long team of five (5) days or a short team of two (2) days.

I.06 Requests for vacation between December 15th and January 15th will be considered. Requests in writing shall be forwarded to the Nursing Unit Manager by October 15th.

**ARTICLE J - MALPRACTICE & PROFESSIONAL LIABILITY INSURANCE**

J.01 The Hospital provides insurance to cover nurses in the event of any legal action brought against a nurse or nurses in the course of employment with the Hospital.

**ARTICLE K – MISCELLANEOUS**

- K.01 The Hospital shall provide a bulletin board for the use of the Union.
- K.02 All written Hospital policies pertaining to nursing shall be made available for all staff to see.
- K.03 In accordance with Article 11.02 of the Central Agreement, the Hospital agrees to submit its account to the Local Union at least every three (3) months.
- K.04 The Hospital will permit the distribution of Union contracts on the Hospital premises. The time and place for distribution of the contracts will be arranged with Personnel. Distribution will be done by an off duty nurse.
- K.05 Staff Amenities
- The Hospital will, during the period of this Agreement, meet with the nurses to ascertain their needs regarding a lounge area. This is for discussion purposes only.
- K.06 Hospital Security
- The Hospital will provide adequate security in Emergency on evening and night tours.
- K.07 The Hospital shall reimburse a nurse for reasonable damages to eye glasses, personal clothing and technical aides required to perform nursing duties occurring as a result of patient action.
- K.08 Nurses will have the right to investigate the feasibility of self scheduling.
- K.09 Nurses assigned to Ambulance **E**scort shall be provided with sufficient cash to cover the cost for meals and alternate method of return should the ambulance be re-assigned, and receipts will be provided to the Hospital upon the nurse's return.

**ARTICLE L - PAY CHEQUES**

- L.01 Errors in Pay
- Shortages in an employee's pay will be rectified upon the following conditions:
- (a) If the shortage occurs as a result of an employee's action or inaction, it will be corrected on the next standard payroll.
  - (b) If the shortage occurs as a result of the Hospital's error and amount to less than ~~two~~ (2) hours pay, it will be corrected on the next standard payroll.
  - (c) If the shortage occurs as a result of the Hospital's error in an amount of ~~two~~ (2) hours or more, a second [2nd] cheque will be issued to cover the shortage, if requested by the employee. In the event a cheque is requested by the employee, it will be issued within ~~two~~ (2) payroll department working days.

In reference to the above points, all errors must be reported by the employee directly to the payroll department.

**ARTICLE M - MODIFIED WORK**

- M.01 (a) The Hospital will notify the Bargaining Unit President of the Union of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- The Hospital will provide to the Union, a monthly list of all nurses on modified work programs at the beginning of each month.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a Local Representative to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board.

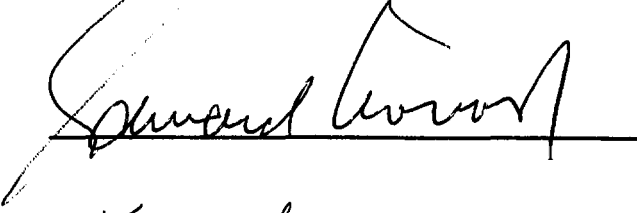
**ARTICLE N - ORIENTATION AND IN-SERVICE**

- N.01 Should a nurse be scheduled for orientation on a unit, she/he will not be included in the staffing quota for that unit, until such orientation is completed.
- Where a nurse starts unit orientation prior to Hospital orientation, the Manager will be responsible for providing education on fire, WHMIS and disaster protocols.
- N.02 All newly hired nurses will be provided with a minimum of one (1) week of orientation on their assigned unit.
- Such orientation will be longer, as is appropriate for the individual and, in accordance with the orientation plan of the unit.

**SIGNING PAGE**

Dated at Orillia, Ontario, this 10<sup>th</sup> day of April, 2002.

**FOR THE EMPLOYER**

  
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Ken Jones  
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**FOR THE UNION**

  
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Labour Relations Officer

  
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**APPENDIX "A"**

**SCHEDULING OF PART-TIME SHIFTS**

(a) The Hospital agrees to schedule regular part-time nurses by seniority up to their commitment on the posted schedule of the unit.

(b) Where extra non-premium hours become available after the posting of the schedule, they will be offered to the most senior part-time nurse with the least number of hours in the pay period, and who has not yet been assigned to her commitment.

If the hours are still available, they will then be offered to the next most senior part-time nurse, excluding those who have achieved or been offered their commitment.

If the hours remain available, or when extra hours become available after the above process has been completed, they will be offered to part-time nurses who are job sharers and to other part-time nurses who have been offered, or have worked up to their commitment, by seniority, and who have indicated their availability in writing to work additional hours.

Then if the hours remain available, they will be offered by seniority to casual part-time nurses.

(c) All Regular part-time and Casual part-time nurses will be offered tours in order of seniority.

(d) The Regular part-time commitment on all units is up to forty-five (45) hours per pay period providing the work is available on the unit.

(e) Changes to the posted schedule may be made by exchanges of tours between nurses with the agreement of the Nursing Unit Manager. Tours on the posted schedule that are declined will be counted in determining scheduling to commitment.

(f) Job Sharer

A Job Sharer is defined as a regular part-time nurse who, with her partner, has signed a commitment form indicating her/his ability to work fifty percent (50%), or other portion as mutually arranged between the two (2) Job Sharers and the Nursing Unit Manager, of a normal full-time position.

Job Share partners, with the agreement of their Nursing Unit Manager, will determine who will report for duty on each day of the full-time schedule.

Job Sharers will not request to, nor shall they be requested to, work on the same day or shift of the full-time schedule, except where the protocol for part-time scheduling has been complied with.

NOTE: The Job Sharer's commitment for the purpose of the part-time scheduling protocol, is to the portion of the full-time schedule as agreed between the Job Share partners and their Nursing Unit Manager.

(g)

Exchange of Shifts

All nurses shall be allowed to request to exchange of shifts between all categories, with a minimum of twenty-four (24) hours' notice and shall be submitted to the Nursing Unit Manager during her regular working hours, unless exceptional situations prevent it. Such requests shall be in writing and signed by both nurses involved and with the approval of the Nursing Unit Manager.

**LETTER OF INTENT**

Between:

**ORILLIA SOLDIERS' MEMORIAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Parking

The Hospital will continue its policy of paid parking which currently is on the basis of the following rates:

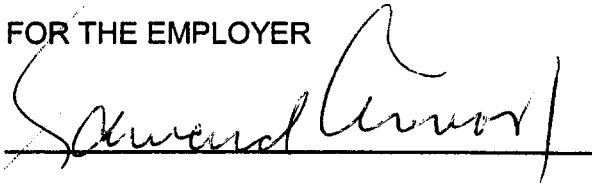
- Thirty dollars (\$30.00) per month for an employee card;
- Three dollars (\$3.00) per day for daily use.

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

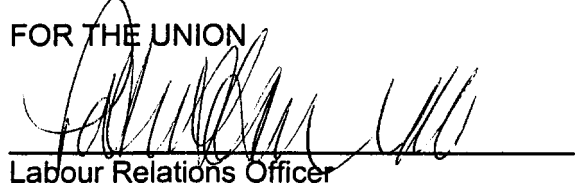
Dated at Orillia, Ontario, this 1<sup>st</sup> day of November, 1993.

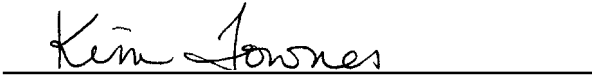
Renewed at Orillia, Ontario this 10<sup>th</sup> day of April, 2002.

FOR THE EMPLOYER

  
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FOR THE UNION

  
Labour Relations Officer  
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**MEMORANDUM OF SETTLEMENT**

Between:

**ORILLIA SOLDIERS' MEMORIAL HOSPITAL**  
[hereinafter referred to as the "Employer"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

Re: In the Matter of an Arbitration Concerning a Union Grievance (#94-18 Dated October 31, 1994) - ONA File #950446

The parties have agreed to resolve the issues in dispute in the above noted file in the following manner:

- (a) The nurses will be entitled to work off the Social Contract compensating days in their respective banks by taking at least three (3) days off at a time per year, provided they are not required to be replaced.
- (b) Reasonable notice shall be given to the Employer in scheduling such compensating days.
- (c) Nurses may utilize single hours from their banks on units where time off is difficult to schedule by obtaining short term coverage from another unit. Scheduling of such time is subject to the agreement of the Unit Manager.
- (d) Nurses will not be required to utilize vacation, absent or STAT time prior to scheduling compensating time as long as they will not be replaced for the time requested off.
- (e) The current balances in the compensating banks are per the attached list. A copy of said list will be appended to the Collective Agreement.
- (f) If a nurse is unable to take the minimum three compensating days in a given year, his/her compensating time shall be carried forward to the following year.

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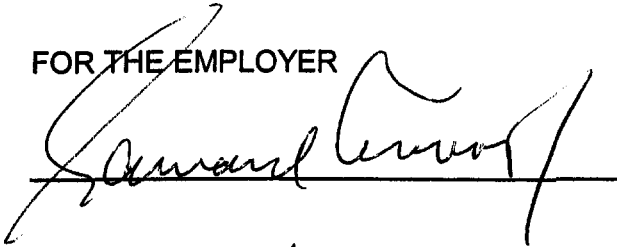
Memorandum of Settlement  
Page Two

- (g) The Employer agrees that nurses will not lose their accumulated compensating time. If a nurse ceases to be employed by the Hospital, her compensating time will be converted to money.
- (h) Nurses who transfer from full-time to part-time status will receive a pay out of the compensating time owing in their banks upon confirmation of their transfer.
- (i) This settlement is reached without precedent or prejudice to any position either party may take now or in the future regarding this or any similar issue.

Signed this day 27<sup>th</sup> day of February, 1997.

Renewed at Orillia, Ontario, this 10<sup>th</sup> day of April, 2002.

FOR THE EMPLOYER

  
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Kim Jones  
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FOR THE UNION

  
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19.1.02  
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**OUTSTANDING SOCIAL CONTRACT TIME  
AS OF NOVEMBER 25, 2001**

**Emerg**

Carter	P		41.75	Hours
Crowther	P	PD		
Dallaire	G	PD		
Hart	M		42.00	Hours
MacInnes	E		43.75	Hours
McFadden	S		16.50	Hours
Miller	M		0.00	Hours
Mulvihill	M		17.50	Hours
Sonnenberg	M		0.00	Hours
Whitfield	B		23.00	Hours

**S2**

Jelley	S		23.50	Hours
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**L & D**

Kirkland	S		0.50	Hours
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**OBS**

Columbus	C	PD		
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**HIV (CCC)**

Attenborough	R		1.75	Hours
MacLeod	T		14.00	Hours

**ICU**

Srigley	S		5.50	Hours
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**OUTSTANDING SOCIAL CONTRACT TIME  
AS OF NOVEMBER 25, 2001**

**Dial**

Arbour	J	PD	
Moore	C	64.00	Hours
Niddery	J	0.00	Hours
Ostertag	T	0.00	Hours
Stone	Y	3.75	Hours

**S1**

Murphy-Stephen	G	8.75	Hours
Thompson	V	<u>1.75</u>	Hours
		308.00	

**MEMORANDUM OF AGREEMENT**

Between:

**ONTARIO NURSES' ASSOCIATION**

And:

**SOLDIERS' MEMORIAL HOSPITAL**

Re: Registered Nurse First Assistant Classification

Pursuant to Article 19.09 (a) of the Central Collective Agreement the parties agree to establish a new classification within the Bargaining Unit to be known as the Registered Nurse First Assistant (RNFA). This new classification will commence December 7<sup>th</sup>, 2000 subject to the following terms and conditions:

- (a) The Hospital has completed a credentialing program acceptable to the College of Nurses.
- (b) The positions have been posted as per the Collective Agreement and the successful candidates have met the credentialing requirements established by the Hospital.
- (c) The successful candidates have obtained the appropriate malpractice insurance required by the College of Nurses and the Hospital.
- (d) The rate of pay for this classification is attached to this agreement as Appendix A. The successful candidates will be placed on the grid in accordance with Article 19.05 (a).
- (e) The RNFA's will be full-time in the Operating Room working a minimum of ~~two~~ two hundred and twenty-five (225) hours in six (6) weeks. The RNFA will self schedule themselves two (2) weeks in advance of a four (4) week schedule to facilitate coverage of Departmental needs subject to the following conditions:
  - i) Hours of work will cover 0700 to 2200 Monday to Friday and weekends as determined by the needs of the Department.
  - ii) Tours will be of seven and one-half (7.5) hours in length.
  - iii) Flexible commencement of shift times will be determined by the needs of the Department.
  - iv) The RNFA's and the Manager will determine any overlap of hours necessary to facilitate coverage of the Department.
  - v) The RNFA's will schedule them-selves to work ~~forty~~ fifty percent (50%) day tours and fifty percent (50%) shift.

continued.....

**Registered Nurse First Assistants  
Page Two**

- vi) The RNFA's will be expected to cover each other's vacation and incidental absences whenever possible. Indication otherwise should be made to the manager when completing each schedule.

All schedules will be subject to the approval of the Manager and subject to the operating needs of the Department.

All local scheduling regulations apply other than amended by this Memorandum.

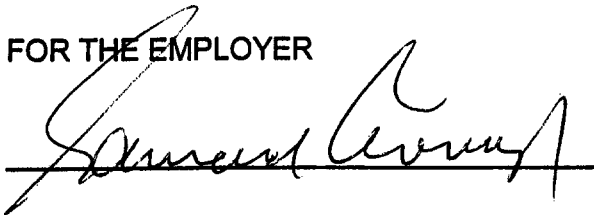
- 9 Overtime and other premium payment issues will be paid in accordance with the Central Collective Agreement.

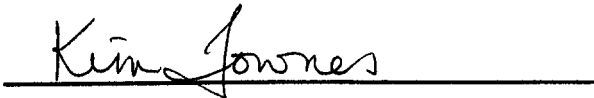
The parties agree to meet as required to amend or review this Memorandum for purposes of maintaining its accuracy.

This Memorandum will be attached to the local appendix of the Collective Agreement.

Signed at Orillia, this 10<sup>th</sup> day of April, 2002.

FOR THE EMPLOYER

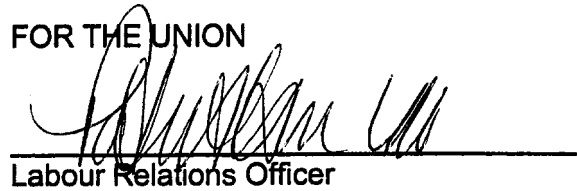
  
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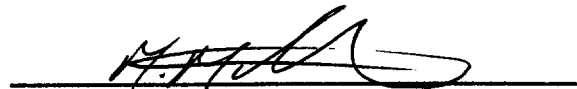
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FOR THE UNION

  
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Labour Relations Officer

  
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**APPENDIX A****CLASSIFICATION-- REGISTERED NURSE FIRST ASSISTANT**

<b>EFFECTIVE:</b>	<b>April 1, 2001</b>	<b>April 1, 2002</b>	<b>April 1, 2003</b>
<b>Start</b>	27.45	28.27	29.17
1 Year	28.53	29.39	30.27
2 Years	30.03	30.93	31.92
3 Years	31.52	32.46	33.50
4 Years	33.02	34.01	35.10
5 Years	34.88	35.92	37.07

**LETTER OF UNDERSTANDING**

Between:

**ORILLIA SOLDIERS' MEMORIAL HOSPITAL**  
(hereinafter referred to as the Union)

And:

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

Re: Articles Requiring Local Determination for Implementation

Further to the Settlement of the Appendix V renewal of the Collective Agreement between the above noted parties, it has been determined that there are issues resulting from the Central Hospital Settlement that require further discussion and implementation at the local level.

The parties agree to meet during the life of this Collective Agreement to discuss any of the following issues should there be a demonstrated need identified within this Bargaining Unit.

The issues are :

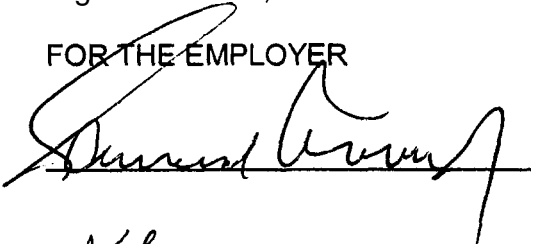
1. Vacation time off for Part-time employees.
2. Leave time for Local Coordinators.
3. Retirement issues – Payment for Billed premiums and the methods required.
4. Part-time benefits – ability to purchase into group plan.
5. Notice to unsuccessful candidates in job competitions.
6. Increased number of Representatives for Hospital-Association Committee.
7. Paid Professional Leave days.


This agreement will be appended to the current Collective Agreement.

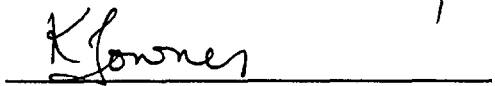
Signed at Orillia, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

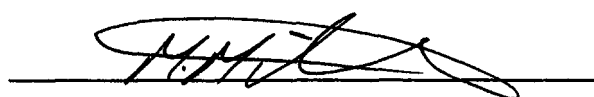
FOR THE EMPLOYER

FOR THE UNION



  
Labour Relations Officer





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