

COLLECTIVE AGREEMENT

Between:

ROSS MEMORIAL HOSPITAL, LINDSAY
[hereinafter referred to as the "Hospital"]

And:

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

FULL-TIME & PART-TIME

Expiry date: March 31, 2001

SALARY SCHEDULE**APPENDIX 3****ASSISTANT HEAD NURSE:****Effective April 1, 1998**

	<u>Hourly</u>	<u>Monthly</u>
Start	19.78	3214.39
1 Year	20.79	3378.65
2 Years	21.61	3512.44
3 Years	22.75	3697.20
4 Years	23.89	3882.10
5 Years	25.00	4063.19
6 Years	26.35	4281.94
7 Years	27.51	4470.38
8 Years	28.92	4700.01
9 Years	29.19	4744.38

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>
Start	20.17	3278.09
1 Year	21.21	3447.60
2 Years	22.05	3583.10
3 Years	23.20	3771.32
4 Years	24.36	3959.71
5 Years	25.50	4144.18
6 Years	26.87	4367.86
7 Years	28.06	4560.67
8 Years	29.50	4793.74
9 Years	29.78	4839.49

Effective date of Ratification – Feb. 4, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	21.21	3447.60
1 Year	22.05	3583.10
2 Years	23.20	3771.32
3 Years	24.36	3959.71
4 Years	25.50	4144.18
5 Years	26.87	4367.86
6 Years	28.06	4560.67
7 Years	29.50	4793.74
8 Years	29.78	4839.49

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	21.74	3533.79
1 Year	22.60	3672.73
2 Years	23.79	3866.12
3 Years	24.98	4059.74
4 Years	26.14	4249.29
5 Years	27.54	4476.11
6 Years	28.76	4674.82
7 Years	30.24	4914.73
8 Years	30.51	4959.21

APPENDIX 3**SALARY SCHEDULE**TERE JESEffective April 1, 1998

	<u>Hourly</u>	<u>Monthly</u>
Start	18.67	3033.88
1 Year	19.60	3185.00
2 Years	20.38	3311.75
3 Years	21.45	3485.63
4 Years	22.51	3657.88
5 Years	23.58	3831.75
6 Years	24.92	4049.50
7 Years	26.24	4264.00
8 Years	27.58	4481.75
9 Years	28.93	4701.13

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>
Start	19.04	3094.00
1 Year	20.00	3250.00
2 Years	20.79	3378.38
3 Years	21.88	3555.50
4 Years	22.96	3731.00
5 Years	24.05	3908.13
6 Years	25.42	4130.75
7 Years	26.77	4350.13
8 Years	28.13	4571.13
9 Years	29.51	4795.38

Effective date of Ratification - Feb. 4, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	20.00	3250.00
1 Year	20.79	3378.38
2 Years	21.88	3555.50
3 Years	22.96	3731.00
4 Years	24.05	3908.13
5 Years	25.42	4130.75
6 Years	26.77	4350.13
7 Years	28.13	4571.13
8 Years	29.51	4795.38

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	20.50	3331.25
1 Year	21.31	3462.88
2 Years	22.43	3644.88
3 Years	23.54	3825.25
4 Years	24.66	4007.25
5 Years	26.05	4233.13
6 Years	27.44	4459.00
7 Years	28.84	4686.50
8 Years	30.24	4914.00

APPENDIX 3**SALARY SCHEDULE****GRADUATE NURSE:****Effective April 1, 1998**

	<u>Hourly</u>	<u>Monthly</u>
Start	18.14	2947.71
1 Year	19.02	3090.72
2 Years	19.73	3207.43
3 Years	20.73	3369.90
4 Years	21.72	3530.95
5 Years	22.72	3693.42
6 Years	23.95	3893.19
7 Years	25.01	4065.30
8 Years	26.29	4272.45

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>
Start	18.49	3006.13
1 Year	19.40	3153.80
2 Years	20.13	3271.96
3 Years	21.15	3437.46
4 Years	22.16	3601.53
5 Years	23.18	3767.04
6 Years	24.43	3971.30
7 Years	25.52	4147.41
8 Years	26.81	4357.65

Effective date of Ratification - Feb. 4, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	19.40	3153.80
1 Year	20.13	3271.96
2 Years	21.15	3437.46
3 Years	22.16	3601.53
4 Years	23.18	3767.04
5 Years	24.43	3971.30
6 Years	25.52	4147.41
7 Years	26.81	4357.65

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	19.89	3232.65
1 Year	20.63	3353.79
2 Years	21.68	3523.87
3 Years	22.72	3692.51
4 Years	23.77	3862.59
5 Years	25.04	4069.73
6 Years	26.16	4251.21
7 Years	27.49	4467.64

APPENDIX 4

SUPERIOR N

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

(Previous)

ARTICLE 23 - SICK LEAVE

Clauses 23.01 and 23.05 as they apply to -

(Current)

ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY

12.03(b) Provisions and Qualifications

1. Maximum accumulation 120 days as of effective date of transfer to HOODIP.
2. After 10 or more years of continuous service.
3. 50% of any used sick leave days to a maximum of 45 days.

(Previous)

ARTICLE 19 - LEAVE OF ABSENCE WITH PAY - VACATION

Clause 19.01 (a) (iv) - as it applies to - (Current)

ARTICLE 16 - VACATIONS

16.01(Note) Nurses who were employed as of October 23, 1981 are entitled to vacation on the following basis:

More than fifteen (15) years of continuous service - five (5) weeks.

(Previous)

ARTICLE 21 -COMPENSATION - FULL-TIME NURSES

21.01 Responsibility Allowance

(b) - as it applies to -

APPENDIX 4 (continued)

(Current)

ARTICLE 19 - COMPENSATION**19.09 Education Allowance**

The Hospital agrees to pay the following educational allowances when in the judgement of the Hospital the position of the nurse requires the educational qualifications set out below:

- | | | |
|-------|---|------------------|
| (i) | Nursing Unit Administration Course | - \$15.00/month |
| (ii) | Six (6) months Post-Graduate Course in any specialized area | - \$15.00/month |
| (iii) | One (1) year of University | - \$40.00/month |
| (iv) | Baccalaureate Degree | - \$80.00/month |
| (v) | Masters Degree | - \$120.00/month |

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APPENDIX 5

LOCAL ISSUES

Between:

ROSS MEMORIAL HOSPITAL, LINDSAY
[hereinafter referred to as the "Hospital"]

And:

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

FULL-TIME & PART-TIME

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APPENDIX 5

APPENDIX ON LOCAL ISSUES

PREAMBLE

The intent of producing a combined full-time and part-time Collective Agreement is limited to printing purposes only.

ARTICLE A - I AND DEFINITIONS

- A - 1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed by the Ross Memorial Hospital in Lindsay engaged in a nursing capacity, save and except Head Nurses and persons above the rank of Head Nurse.
- A - 2 The word "nurses" when used in this Agreement shall mean persons included in the above-described bargaining unit.
- A - 3 "Supervisor" or "Immediate Supervisor", when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B - 1 The Union recognizes that the management of the Hospital and the direction of 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, direct, promote, demote, classify, transfer, lay-off, recall, and discharge, suspend, or otherwise discipline nurses, provided that a claim of discharge, suspension, or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
 - (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;

- (e) discuss with the Union, make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are 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.

K ; - ; AND REPRESENTATIVES

C - 1 Union Representatives

The Hospital will recognize eight (8) union representatives from the following nursing areas:

Surgical, Medical, Intensive Care, Emergency, Peri-Operative Suite, Obstetrics (Labour, Delivery, Nursery, Post Partum), Paediatrics, and Continuing Care.

Part-time:

In addition the Hospital will recognize two (2) part-time union representatives. It is further agreed that the Employer acknowledges the right of the Union to have part-time Union representatives on each Committee provided for in Article C.

C - 2 Negotiating Committee

The Hospital shall recognize a Negotiating Committee of four (4) Union members representing both full-time and part-time nurses, providing there are no more than two (2) on leave from any one (1) nursing area at one time.

During each round of negotiations, the Negotiating Committee members shall complete their last tour no later than fifteen hundred (1500) hours on the day preceding negotiations. Members of the Negotiating Committee shall not be scheduled to work before 0700 the day following negotiations. A full-time nurse shall not suffer a loss of tours as a result of being a member of the Negotiating Committee. This may result in the adjustment of the Master Rotation during this time period.

C - 3 Grievance Committee

The Hospital will recognize a Grievance Committee of three (3) nurses to attend a grievance meeting.

C - 4 Hospital-Association Committee

The composition of the said committee shall consist of three (3) nurses who shall be appointed to act on behalf of the local Union. The number of Hospital representatives on the committee shall not exceed the number of union

representatives. Each party may have alternates to replace a member from time to time.

C - 5 Professional Development Committee

The composition of said committee shall include four (4) representatives of the Hospital including the Chief Nursing Officer or designate and a Human Resources representative. There shall be four (4) representatives from the Union including the Bargaining Unit President.

The terms of reference shall be determined by the representatives. The parties agree that the Hospital - Association Committee will continue to discuss issues that will eventually transfer to this committee in the interim.

ARTICLE D - UNION SECURITY

D - 1 The interview period as provided for in Article 5.06 will be scheduled during a nurse's orientation period.

D - 2 The Hospital will ensure that when a nurse works at anytime within a calendar month, or receives any type of payment from the Hospital within a calendar month, Union dues will be deducted for that month or brought forward into the following month depending on the ending date of the pay period.

ARTICLE E - HOURS OF WORK - SCHEDULING

E - 1 The rest periods as provided for in Article 13.01 (b) will be scheduled by the Hospital during each tour.

E - 2 The first [1st] tour of the day shall be the Day tour.

E - 3 Scheduling Provisions

When the following scheduling provisions are not met the nurse shall be paid premium payment in accordance with Article 14.03, excepting E - 3 (b), (c), (g), (i), (j) and E - 8 (4) full-time and E - 3 (b), (c), (9),(h) and E - 8 (d) and (e) part-time.

(a) Full-Time: At least one (1) weekend off in two (2).

Part-Time: At least one (1) weekend off in three (3).

(b) Schedules will be posted no less than twenty-eight (28) days in advance, and shall cover a twenty- eight (28) day period. Nurses may request time off, in writing, two (2) weeks in advance, prior to the schedule being posted. The Hospital shall post the schedule covering the Christmas and New Year's period on or before November 15th of each year.

(c) No split shifts.

- (d) Full-Time: A nurse will be scheduled off at least six (6) days in any three (3) week period, including at least two (2) periods of ~~two~~ (2) consecutive days.
- (e) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season except in areas which are not normally required to work on weekends and paid holidays.

Time off at Christmas shall include Christmas Eve evening, Christmas Day and Boxing Day i.e. until 0700 on December 27. New Year's shall include New Year's Eve evening and New Year's Day i.e. until 0700 on January 2.

For clarity, failure to provide five (5) days off will result in premium pay. Such premium payment will not be required where the nurse requests to waive the five (5) consecutive days off.

The Hospital will endeavour to schedule the nurse(s) to work alternate Christmas and New Year's each year on a Hospital wide basis, subject to the individual Unit's requirements.

- (f) Nurses will not normally be scheduled to work more than seven (7) consecutive days.
- (g) The scheduling provision E - 5 will be waived during the period from December 15th to January 6th, where necessary to accommodate the special arrangement for Christmas and New Year's time off.
- (h) No less than ~~two~~ (2) consecutive tours shall be scheduled off between tour changes.
- (i) Subject to the Hospital's approval, nurses may be allowed to trade days off or scheduled tours on their own, provided that such a request is submitted in writing to the Hospital in advance of the change, and mutually signed by the nurses involved in the change.
- (j) Full-Time: A nurse who requests permanent afternoon or night shifts may be granted such request by mutual agreement between the nurse and the Hospital.

- (k) Full-Time:

No less than nine (9) consecutive shifts ~~off~~ shall be scheduled when a nurse finishes a period of night duty, and returns on a shift other than nights, except for a part-time nurse, who shall be scheduled a minimum of ~~two~~ (2) consecutive night shifts followed by no less than six (6) consecutive shifts off. This provision does not apply to nurses who work the extended tour schedule.

Part-Time:

No less than nine (9) consecutive shifts off shall be scheduled when a nurse finishes a period of night duty, and returns on a shift other than nights, except for a part-time nurse, who shall be scheduled a minimum of two (2) consecutive night shifts followed by no less than six (6) consecutive shifts off. This provision does not apply to nurses who work the extended tour schedule. This provision does not apply to nurses who work a single night tour.

- (l) Part-Time: In return for the Hospital's commitment to schedule according to the regulations in Article E, a regular part-time nurse will make a commitment to the posted schedule in each nursing unit, in accordance with Article 2.05 and Article E - 3 of the Collective Agreement. For the purpose of scheduling, each nursing unit shall be recognized as a separate department. A regular part-time nurse must meet the commitment as outlined above on a regular basis.

Work for part-time nurses shall be made available as equitably as possible with consideration for the nurse's ability to perform the work available.

Where extra non-premium tours become available, they will first [1st] be offered to regular part-time nurses with the least number of hours on the basis of seniority over a four (4) week schedule.

Where no regular part-time nurse is willing to perform the work available after the schedule is posted, the tour(s) available will first be offered to laid off nurse(s) per Article 10.09 and then to casual part-time nurses on the basis of seniority. It is understood that such available work would be offered based on the laid off nurse(s) having completed an availability sheet.

- (m) Any of the above provisions may be waived by mutual agreement between a nurse or a group of nurses, the Local Union, the Hospital and the Employment Relations Officer, where it is necessary to do so to allow alternate scheduling.
- (n) Proposed changes to current unit schedules will be developed jointly by the Unit Supervisor and the Nursing staff on the Unit. The proposed new schedule will be submitted to the Hospital-Association Committee for review prior to implementation.

E - 4 Definition of a Weekend

It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday Evening shift until the commencement of the Monday day shift.

- E - 5 Full-Time: A full-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second and additional, if any, consecutive and subsequent weekends, save and except where:

Part-Time: A regular part-time nurse will receive premium pay as provided for in Article **14.03** for all hours worked on a third and additional, if any, consecutive and subsequent weekends, save and except where:

- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
- (b) such nurse has requested weekend work, or
- (c) such weekend is worked as a result of exchange of shifts with another nurse.
- (d) Premium payable on weekends under this clause will be waived up to a maximum of one (1) weekend per nurse between December 15th and January 6th in order to accommodate Christmas and New Year's scheduling.

E - 6 For the purposes of clarity, the normal shifts are:

Days	-	0700 hours to 1500 hours
Evenings	-	1500 hours to 2300 hours
Nights	-	2300 hours to 0700 hours.

The shift premiums, as specified in Article **14.10** of the Collective Agreement, will be paid for all time worked during the above specified times.

The weekend premiums as specified in Article **14.15** of the Collective Agreement, will be paid for all time worked during the period 2300 hours Friday and 2300 hours Sunday for normal tours and during the period 1900 hours Friday and 1900 hours Sunday for extended tours.

E - 7 A nurse may request to work:

- (a) Two (2) shifts, either days and evenings or days and nights; or
- (b) The afternoon or night shift on a permanent basis.

Such a request will not be unreasonably denied. Conflicts in requests shall be resolved in accordance with seniority.

E - 8 Extended Tours

- (a) No more than three (**3**) consecutive extended tours shall be scheduled unless agreed to by the nurse or a majority of nurses on a unit in accordance with **E - 3 (m)** .
- (b) At least one (1) extended tour ~~off~~ will be scheduled between shifts.

- (c) A weekend is defined as a minimum of five (5) consecutive extended tours ~~off~~, which shall commence no later than 1900 hours Friday.
- (d) The Hospital will not schedule split tours.
- (e) A nurse may not be scheduled to change tours of duty more than once during a scheduled week.
- (f) The Hospital will provide at least every second [2nd] weekend off.

If the nurse is required to work on a second consecutive and subsequent weekend, she/he will receive premium payment as defined in the central agreement for all hours worked on that weekend and subsequent weekends until a weekend is scheduled ~~off~~, save and except where:

- i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) Such nurse has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange with another nurse.
 - iv) Such weekend has been worked in accordance with a rotation that the Union and the Hospital have agreed to.
 - v) Premium payable on weekends under this clause will be waived up to a maximum of one (1) weekend per nurse between December 15th and January 6th in order to accommodate Christmas and New Year's scheduling.
- (g) A minimum of four (4) consecutive tours ~~off~~ shall be scheduled following night shifts, unless otherwise agreed. This provision does not apply to nurses who work a single night tour. The provision does not apply to returning to work on night tours.
 - (h) The Hospital will provide, no less than five (5) consecutive days off over Christmas or New Year's for each nurse.

The schedule will reflect that nurses working Christmas in one (1) year will work New Year's the following year throughout the Hospital, except where specific requests to work either holiday does not affect other nurses' alternating holiday schedule. For the purpose of this Article, Christmas shall be defined as December 24th (following completion of the day shift), 25th and 26th; and New Year's as December 31st and January 1st.

Nurses working on Extended Tour units shall have the option of working normal tours over December 24th and 25th, where sufficient nurses to provide adequate coverage request to do so. The nurses shall assist the Unit Director, who will endeavour to establish such a schedule.

- (i) A vote by secret ballot will be conducted by the Union prior to the implementation of an extended tour trial period. If seventy percent (70%) ~~of~~ the nurses in the unit involved indicates a desire to work extended tours, such trial period shall begin on the next schedule.
- (j)
 - i) Extended tours may be discontinued in any unit when:
 - A) fifty percent plus one (50% + 1) of the nurses working extended tours in the unit so indicate by secret ballot; or
 - B) The Hospital because of:
 - 1) adverse effects on patient care;
 - 2) inability to provide a workable staffing schedule;
 - ii) any other reason which ~~is~~ neither unreasonable nor arbitrary. states its intention to discontinue the extended tours in the schedule.
 - iii) when notice of discontinuation is given by either party in accordance with Article 10 (a) as above, then:
 - A) The parties shall meet within ~~two (2)~~ weeks ~~of~~ the giving ~~of~~ notice ~~for~~ discontinuation; and
 - B) where it is determined that Extended Tours will be discontinued, affected nurses shall be given sixty (60) days' notice, unless mutually agreed otherwise.
- (k) Full-Time: Nurses working Extended Tours shall have the option ~~of~~ banking three (3) lieu days to be taken as two (2) Extended Tours off.

E - 9

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, including ~~weekend(s)~~, will be distributed equitably amongst the Full-time and Part-time nurses in any unit utilizing standby.
- (b) Standby assignments shall be posted at the same time as the monthly schedules. Nurses shall be permitted to exchange their standby assignments with the permission of the Nurse Manager or designate.
- (c) Nurses scheduled ~~for~~ standby shall be provided with beepers.
- (d) Where a nurse has been called in from standby and worked after 2400 hours, such nurse will not be required to work the day shift where the nurse

requests such time off and relief staff can be found. In lieu of the scheduled shift the nurse may request vacation pay or accumulated hours where available, or the nurse may take an absence without pay.

- E - 10 The parties agree to enter into discussion regarding Weekend Workers, Innovative Scheduling and / or Special Circumstance Scheduling as necessary in accordance with Article 13 of the Collective Agreement.

ARTICLE F – VACATIONS

- F - 1 Vacation entitlement for full-time nurses as provided for in Article 16.01 will be as of the nurse's anniversary date.

- F - 2 It is understood and agreed that vacations are not necessarily continuous. However, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates. The nurse shall not request vacation with or without pay, or absent days between December 15th and January 6th, subject to the needs of the Hospital.

- F - 3 Vacation preferences for June, July, August and September will be submitted by the nurse to the Director of Nursing, in writing, by May 1st and vacation schedules will be posted by May 15th. This will not prevent nurses from arranging vacations otherwise on an individual basis with the permission of the Director of Nursing.

- F - 4 In selecting their vacation periods, nurses with the greatest amount of seniority will be given first preference. This privilege must be exercised by May 1st, or be lost and any right or claim to prime time will be forfeited.

- F - 5 The Hospital shall endeavour to provide the weekend off prior to and the weekend following vacation unless the nurse requests otherwise.

- F - 6 A full-time nurse will be permitted to hold over vacation entitlement from one (1) year to the next with the permission of the Hospital.

- F - 7 For purposes of scheduling time off in lieu of vacation, the vacation year shall be based on the nurse's anniversary date.

Part-time nurses shall be entitled to time off based on the number of tours worked and on the following formula:

Up to 600 tours	- 3 weeks;
601 tours or more	- 4 weeks.

ARTICLE G - PAID HOLIDAYS

G - 1 The following shall be recognized as holidays:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day July 1st.	Boxing Day

G - 2 A nurse, who is entitled to a lieu day as provided for in Articles 15.04 (a) and (b) and 15.05, will have such day scheduled at a mutually agreeable time, to be taken within ninety (90) calendar days following the paid holiday.

G - 3 A tour that begins or ends during the **twenty-four (24)** hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

G - 4 For the purposes of Extended Tour units, payment shall be made for actual hours worked from midnight to midnight on the holiday.

G - 5 For the purposes of lieu day entitlement, the lieu day shall be earned for those shifts where the majority of hours worked fall on the holiday.

G - 6 Where a part-time nurse has been scheduled to work on a holiday weekend, she/he shall be scheduled to work on the paid holiday as well, providing the shift is available to a part-time nurse.

ARTICLE H - BULLETIN BOARD

H - 1 The Hospital will provide bulletin board space, at a place mutually agreed upon between the Hospital and the Union, for the purpose of posting notices regarding meetings and otherwise restricted to Union matters.

H - 2 The Hospital agrees to allow the Local Union to place on each nursing unit a binder which shall contain a copy of the complete Collective Agreement and forms for use by the union members.

ARTICLE I - UNION LEAVE (BUSINESS)

I - 1 Leave of absence for Union business shall be given up to an aggregate maximum of fifty (50) working days during any calendar year. The Union Executive will endeavour to provide the dates requested before the affected schedule is posted. It is agreed that not more than three (3) nurses shall be absent on such leave at the same time.

- I - 2 The Local President of the Union may request to work a day shift schedule for the term of office, subject to the needs of their unit and the Hospital. Such request shall not be unreasonably denied.

ARTICLE J - SENIORITY LISTS

- J - 1 The seniority list as provided for in Article 10.02 will be filed with the Union during January and July of each year.

ARTICLE K - SICK LEAVE

- K - 1 Except in case of emergency, a nurse must notify her/his immediate supervisor of her/his inability to work due to personal illness at least one (1) hour prior to the starting time of her/his scheduled tour.

ARTICLE L - JOB SHARING

- L - 1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- L - 2 Total hours worked by the job sharer shall equal one ~~(F)~~ full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses. Any scheduling disputes involving members of the job sharing arrangement that cannot be resolved between the two (2) nurses may result in the discontinuance of that job sharing arrangement, in accordance with Article L - 8.
- L - 3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement. Job sharers may be available to work additional hours outside the full-time schedule in accordance with Article E - 3 (I) Part-Time.
- L - 4 Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
- L - 5 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.
- L - 6 Coverage:
- (a) 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.

(b) 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.

(c) Where the job sharer is covering for her/his partner's vacation, that vacation will not be counted as part of the vacation quota for the Unit. Where a job sharer cannot cover for her/his partner's vacation, that vacation will be counted as part of the vacation quota for the unit.

L - 7

Implementation

(a) 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.

(b) Any incumbent full-time nurse 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.

(c) 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 nurse 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 position must be posted in accordance with the Collective Agreement.

L - 8

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.

L - 9

The parties agree the following represents the current number of job share positions.

One (1) – Intensive Care

One (1) – Medical

Two (2) – Emergency

Three (3) – Surgery/Paediatrics

One (1) – Recovery Room

THE PARTIES WILL MEET TO DISCUSS ANY INCREASES OR DECREASES IN THE FOREGOING NUMBER OF SHARED POSITIONS IN ANY UNIT.

ARTICLE M – MISCELLANEOUS**M - 1** Prepaid Leave

The number of full-time and part-time nurses that may be absent at any one (1) time on prepaid leave is four (4) and six (6) respectively with no more than one (1) from any particular nursing unit at any one ~~(1) time~~.

- M - 2**
- (a) The Hospital will notify the Local President of the names of all bargaining unit members who go ~~off~~ work due to a work related injury or when a nurse goes on LTD.
 - (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 the 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 Workers' Compensation Board's Form 7 at the same time as it is sent to the Board.

M - 3 Pay Cheque Errors

Payroll advices will be forwarded to the Home Departments for the employees on the Wednesday afternoon of the pay week.

Where an error is made in the amount of pay appearing on the employee's pay cheque, the employee is to immediately notify the Department Manager and request a correction. Any error in the calculation of the payroll shall be paid by separate cheque within one (1) business day provided that the error in payroll calculations is equivalent to or in excess of a four (4) hour shift, and that the Payroll Clerk is notified, no later than 1200 hours on the Friday of the pay week. Otherwise, corrections will be processed the following pay.

M - 4 Ambulance Escort

If a nurse ~~is~~ required to attend on Ambulance Escort, the nurse(s) will be provided with money or vouchers adequate enough to ensure her/his return to the Hospital. In addition, a lunch package or money will be provided.

- M - 5** The Hospital shall reimburse a nurse for reasonable damages to eye glasses and personal property occurring as a result of Nurse Abuse.

M - 6 Jury and Witness Duty

The parties agree to determine the application of Article 11.06 on an individual basis.

M - 7 Secondments

The parties agree to determine the terms and conditions of a secondment arrangement at the Hospital - Association Committee as required. The terms of any agreement reached are subject to the approval of the local, the Labour Relations Officer and the Employer.

ARTICLE N - ALTERNATE TOURS

N - 1 Where nurses and the Hospital wish to establish shifts other than those outlined in Article E of the Local Collective Agreement, the terms will be negotiated, including implementation, trial period and discontinuation. All premiums in Article E will also **apply**.

SIGNING PAGE

Dated at Lindsay, Ontario, this 12 day of September, 2000.

FOR THE HOSPITAL:

S. Malley
C. Brumwell
N. Mahayne
[Signature]
[Signature]

FOR THE UNION:

[Signature]
Labour Relations Officer
Deane Martin
Nicole Faulkner
Kelly Ann Speer
[Signature]

LETTER OF UNDERSTANDING

Between:

ROSS MEMORIAL HOSPITAL
[hereinafter referred to as the "Employer"]

And:

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

Re: Mentorship

The parties agree to implement the application of the provision of the Central Agreement regarding Mentorship based on the outcome of the ongoing discussion at the Central Ontario Hospital Association and Ontario Nurses' Association table.

Any nurse who would be entitled to the 60¢ per hour premium retroactive to February 4, 2000 will be paid such premium following the final determination of the parties.

Dated at Lindsay, Ontario, this 12 day of September, 2000.

FOR THE EMPLOYER:

A. O'Malley
C. Brunnell
N. McKague
[Signature]

FOR THE UNION:

[Signature]
Labour Relations Officer
Jeanne Martin
Nicole Fuller
Kelly Ann Spew

LETTER OF UNDERSTANDING

Between:

ROSS MEMORIAL HOSPITAL
[hereinafter referred to as the "Employer"]

And:

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

Re: Issues for H.A.C. Meeting

The following issues to be discussed at Hospital-Association Committee Meeting:

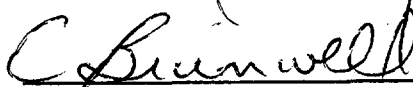
- Terms of reference for Professional Development Committee.
- Application of Article 10.06 (d) to full-time nurses.
- Application of Mentorship language. Review of current Orientation programs with respect to application of language.
- Discuss application of Internship opportunities and distribution of such.
- Review job postings to ensure elimination of arbitrary or unreasonable qualifications.
- Discuss on an individual basis, unit requests for innovative scheduling, weekend workers, and special circumstance scheduling.
- Discuss application of 14.09 to part-time staff.


Any agreement recommended by the Hospital Association Committee is subject to the review and agreement of the local, the Labour Relations Officer and the Employer.

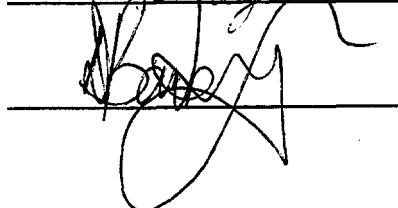
Dated at Lindsay, Ontario, this *12* day of *September*, 2000.

FOR THE EMPLOYER:





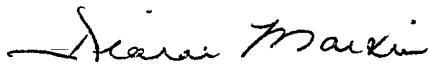




FOR THE UNION:



Labour Relations Officer







DATED at Lindsay ONTARIO, this 12 day of Sept., 2000

FOR THE HOSPITAL

S. Matty

C. Brunwell

N. McKague

Boyer

FOR THE UNION

Bill Martin

Deane Martin

Michael

Kellyn Groer