

COLLECTIVE AGREEMENT

between

SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: MARCH 31, 2011

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APPENDIX 3

REGISTERED NURSE			
	Expired	Effective April 1, 2006	Effective April 1, 2007
Start	\$23.80	\$24.51	\$26.80
1 Year	\$24.75	\$25.49	\$27.20
2 Years	\$26.06	\$26.84	\$27.65
3 Years	\$27.34	\$28.16	\$29.01
4 Years	\$28.64	\$29.50	\$30.38
5 Years	\$30.26	\$31.17	\$32.10
6 Years	\$31.87	\$32.83	\$33.81
7 Years	\$33.51	\$34.52	\$35.55
8 Years	\$35.80	\$36.87	\$38.07
25 Years	\$36.52	\$37.62	\$38.74
GRADUATE NURSE			
Start	\$21.94	\$22.60	\$23.28
EDUCATIONAL CO-ORDINATOR			
Start	\$25.67	\$26.44	\$28.91
1 Year	\$26.68	\$27.48	\$29.32
2 Years	\$28.08	\$28.92	\$29.79
3 Years	\$29.47	\$30.35	\$31.26
4 Years	\$30.88	\$31.81	\$32.76
5 Years	\$32.63	\$33.61	\$34.62
6 Years	\$34.35	\$35.38	\$36.44
7 Years	\$36.10	\$37.19	\$38.31
8 Years	\$38.60	\$39.76	\$41.04
HEAD NURSE			
Start	\$25.34	\$26.10	\$28.54
1 Year	\$26.36	\$27.15	\$29.02
2 Years	\$27.75	\$28.58	\$29.44
3 Years	\$29.15	\$30.03	\$30.93
4 Years	\$30.52	\$31.44	\$32.38
5 Years	\$32.22	\$33.19	\$34.19
6 Years	\$33.92	\$34.93	\$35.98
7 Years	\$35.63	\$36.69	\$37.79
8 Years	\$38.09	\$39.23	\$40.50
O.R./C.S.R. NURSE			
Start	\$24.34	\$25.07	\$27.41
1 Year	\$25.07	\$25.82	\$27.55
2 Years	\$26.74	\$27.54	\$28.37
3 Years	\$28.10	\$28.94	\$29.81
4 Years	\$29.46	\$30.34	\$31.25
5 Years	\$31.11	\$32.04	\$33.00
6 Years	\$32.76	\$33.74	\$34.75
7 Years	\$34.41	\$35.44	\$36.50
8 Years	\$36.77	\$37.87	\$39.10
25 Years	\$37.51	\$38.64	\$39.80

APPENDIX 3

REGISTERED NURSE			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.92	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.13	\$35.15
6 Years	\$34.91	\$35.96	\$37.04
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44
GRADUATE NURSE			
Start	\$24.04	\$24.76	\$25.50
EDUCATIONAL CO-ORDINATOR			
Start	\$29.85	\$30.75	\$31.67
1 Year	\$30.27	\$31.18	\$32.12
2 Years	\$30.76	\$31.68	\$32.63
3 Years	\$32.28	\$33.25	\$34.25
4 Years	\$33.82	\$34.83	\$35.87
5 Years	\$35.75	\$36.82	\$37.92
6 Years	\$37.62	\$38.75	\$39.91
7 Years	\$39.54	\$40.75	\$41.95
8 Years	\$42.37	\$43.64	\$44.95
25 Years	\$43.13	\$44.42	\$45.75
HEAD NURSE			
Start	\$29.47	\$30.35	\$31.26
1 Year	\$29.96	\$30.86	\$31.79
2 Years	\$30.40	\$31.31	\$32.25
3 Years	\$31.94	\$32.90	\$33.89
4 Years	\$33.43	\$34.43	\$35.46
5 Years	\$35.30	\$36.36	\$37.45
6 Years	\$37.15	\$38.26	\$39.42
7 Years	\$39.02	\$40.19	\$41.40
8 Years	\$41.82	\$43.07	\$44.36
25 Years	\$42.56	\$43.84	\$45.16
O.R./C.S.R. NURSE			
Start	\$28.30	\$29.15	\$30.02
1 Year	\$28.45	\$29.30	\$30.18
2 Years	\$29.29	\$30.17	\$31.08
3 Years	\$30.78	\$31.70	\$32.65
4 Years	\$32.27	\$33.24	\$34.24
5 Years	\$34.07	\$35.09	\$36.14
6 Years	\$35.88	\$36.96	\$38.07
7 Years	\$37.69	\$38.82	\$39.98
8 Years	\$40.37	\$41.58	\$42.83
25 Years	\$41.09	\$42.32	\$43.59

APPENDIX 4

SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE

SUPERIOR CONDITIONS

1. Ambulance Escort

In accordance with the NOTE to Article 14.11 of the Collective Agreement, where the number of hours spent by a full-time nurse in return travel on ambulance escort duties are such that the nurse's daily or weekly regular hours are exceeded, such excess hours shall be paid at time and one-half the nurse's hourly rate. If these excess hours are worked on a paid holiday, the nurse will be paid at double time as per Article 14.04 of the Award.

2. Paid Holidays

(a) In accordance with the NOTE to Article 15.01 of the Part-Time Award, the following paid holidays shall be recognized by the Hospital:

New Year's Day	August Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Remembrance Day
Christmas Day	Family Day
Boxing Day	

(b) If a part-time nurse works on any of the aforementioned designated holidays, she or he shall be paid at time and one-half her or his regular straight time hourly rate for all hours worked on such holiday. Part-time nurses meeting the qualifications of the Employment Standards Act 1974, shall be paid in accordance with the terms of that Act for those statutory holidays set out by the Ministry of Labour and will be paid time and one-half for the remaining paid holidays recognized under this Agreement. This Article will remain in effect until January 1, 2001 or until all remaining regular part-time nurses who enjoy such payment have ceased to be employed at the Hospital.

3. Assault Care and Treatment Program – ACT Workers

The parties agree that all terms and conditions of work of the above-noted program will comply with the Collective Agreement, except as modified below:

The parties agree that the following specific conditions apply:

- (a) Standby in the ACT Program will be self-scheduling by the nurse based on their availability.
- (b) Nurses will receive standby pay in the amount equivalent to the current ONA Collective Agreement.
- (c) When a nurse is called back from standby, such nurse will receive time and

one-half their current ONA rate of pay or forty-five dollars (\$45.00) per hour, whichever is greater, with a minimum guarantee of four (4) hours pay.

- (d) Time spent performing telephone consultation will be paid at the rate of forty-five dollars (\$45.00) per hour with a minimum guarantee of two (2) hours pay. This amount will be paid in addition to the standby rate.
- (e) When a nurse is receiving orientation or education, she or he will be paid at the current ONA regular rate of pay or thirty dollars (\$30.00) per hour, whichever is greater.
- (f) The hours worked by a nurse in the ACT Program will be invisible for the purposes of determining premium pay for any other position the nurse may hold in the ONA bargaining unit.
- (g) During the next round of local bargaining, Appendix 4 will be amended to include the ACT worker employment conditions.
- (h) These conditions will remain in effect until the Collective Agreement provisions meet and exceed the ACT worker reimbursement rates.

The parties further agree that a nurse may not be incumbent to two (2) or more ONA positions, with the exception of the ACT Program.

ARTICLE A - RECOGNITION

- A.1 The Hospital agrees to recognize the Association as the sole bargaining agent for all registered nurses and graduate nurses employed by the Hospital, save and except Supervisors and persons above the rank of Supervisor.
- A.2 Both parties agree that the classification Head Nurse is included in the Bargaining Unit. However, if in the future, functions of this position are altered, the Association and the Hospital may re-negotiate the inclusion or exclusion of the Head Nurse classification in the Bargaining Unit.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of nurses which rules and regulations are primarily designed to safeguard the interests of the patients in the Hospital. The Hospital will furnish the Association with copies of the published Hospital rules and regulations prior to posting same on the bulletin boards;
 - (b) hire, retire, discharge, transfer, promote, demote, classify, direct, assign, lay-off, suspend or otherwise discipline a nurse for cause provided that a claim of unjust promotion, demotion or transfer or a claim that a nurse has been unjustly discharged or disciplined may be the subject of a grievance and may be dealt with as hereinafter provided;
 - (c) generally to operate the Hospital in an efficient manner consistent with the obligations of the Hospital to the public and the community served; it being understood and agreed that the Hospital will retain all functions of management inherent in it as the Employer; to determine the kinds and locations of machines, equipment to be used, the allocation and number of nurses and other employees required from time to time and all other matters concerning the Hospital's operation, save and except only such functions as are specifically modified and altered in this Agreement;
 - (d) the Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Hospital has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement shall be the subject of a grievance.

ARTICLE C - INTERPRETATIONS

- C.1 The word "nurse" or "nurses" where used shall mean only the nurse employees in the Bargaining Unit covered by Article A.
- C.2 "Tour" means consecutive working hours scheduled for a nurse. The day, measured on a midnight-to-midnight basis, during which the majority of the hours of a tour are worked shall determine the calendar day to which the tour belongs.

- C.3 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the Bargaining Unit.

ARTICLE D - COMMITMENT OF REGULAR PART-TIME NURSES

- D.1 Regular part-time nurses shall be available for work on the following basis:
- (a) must be available for a pre-scheduling of at least three (3) seven and one-half (7 ½) hour tours or two (2) eleven and one-quarter (11 ¼) tours per week;
 - (b) must be available for scheduling two (2) weekends in three (3);
 - (c) must be available for scheduling on five (5) paid holidays;
 - (d) must be available for scheduling either at Christmas or New Year's.

ARTICLE E - COMMITTEES AND REPRESENTATIVES

E.1 Grievance Committee

The Association may elect or otherwise select two (2) Nurse Representatives.

E.2 Negotiating Committee

The Hospital recognizes a Committee of three (3) nurse employees who shall act as a Negotiating Committee.

E.3 Hospital-Association Committee

The Committee shall be composed of three (3) nurses to act on behalf of the Local Association and three (3) representatives of the Hospital.

E.4 Nurse Representative

The Hospital will recognize one (1) Nurse Representative or an alternate. The Association is to provide to the Hospital the name of this representative on an annual basis.

E.5 Professional Development Committee

There shall be a Professional Development Committee composed of at least two (2) representatives from the Association, at least one (1) of whom is full-time and one (1) of whom is part-time and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.

ARTICLE F - INTERVIEW OF NEW NURSES

- F.1 It is agreed that a representative of the Association will be allowed to interview new

nurses during their orientation period.

ARTICLE G - SENIORITY LISTS

- G.1 Seniority lists shall be supplied to the Association by the Hospital in March and September in each year.

ARTICLE H - PAYROLL DEPOSITS

- H.1 Payrolls are prepared bi-weekly. On the Thursday following cut-off date the Hospital, through the bank, will deposit the employee's net earnings into the bank account designated by the employee. Each employee will provide the Hospital Payroll Office with the name of the local bank and account number into which they wish the net earnings deposited.

- H.2 Each employee will be provided with a pay statement each bi-weekly pay period showing gross earnings, deductions, net earnings, stat time owing, bank time owing and vacation hours owing. These pay statements may be picked up in the Department any time after 1530 hour.

NOTE: With the implementation of the Q-HR payroll system, "vacation hours owing" will be added to pay statements by the end of 2005.

- H.3 Payroll deposit day may be delayed when a paid holiday interferes with the preparation of payrolls and pay records.

- H.4 In the case of an error in the calculation of a nurse's statement of earnings, the Hospital shall, upon the request of the nurse, provide the nurse with a makeup cheque within seven (7) calendar days of the request. A nurse requesting an adjustment should make the request within two (2) pay periods of the alleged error.

ARTICLE I - SCHEDULING

- I.1 For the purposes of Article 14.10 (shift premium), the evening shift is defined as the hours of work between 1530 and 2330 hours.

- I.2 For the purposes of Article 14.10 (shift premium), the night shift is defined as the hours of work between 2330 and 0730 hours.

- I.3 Day shift shall be the first shift of the day.

- I.4 Presently, the normal full-time tour hours are as follows:

- (a) For seven and one-half (7 ½) hour tours:

Nursing Floor

0730 – 1530;
1530 – 2330; or

2330 – 0730.

O.R.

0700 – 1500.

Day Med/Chemo

0800 – 1600.

- (b) For extended tours (11.25 tours):

Nursing Floor

0730 – 1930; or
1930 – 0730.

ER

0730 – 1930;
1930 – 0730.

The Hospital will not change the above-mentioned normal tour hours without prior discussion with the Association and the nurses on the unit(s) involved. Individual nurses may be required to work different tour schedules.

The Hospital will consider seniority rights when altering the tour schedules.

- I.5 For the purposes of Article 14.15, the weekend premium is payable for all hours worked between Friday 2330 hours to Sunday 2330 hours.
- I.6 Days off shall be scheduled consecutively unless otherwise mutually agreed.
- I.7 Work schedules shall be posted four (4) weeks in advance of the effective date of the schedule. Work schedules may be subject to change due to illness, leave of absence, termination or other reasonable cause and every attempt shall be made to give nurses affected notice in advance of the change in schedule.
- I.8 (a) Request for changes in posted work schedules by all nurses must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty. All nurses will endeavour to submit requests at least twenty-four (24) hours in advance. All requests must be given to the Nurse Manager or individual designated in-charge who will be responsible for making any alterations to the posted schedule. Any such changes will not result in premium pay.
- (b) Requests for specific days off will be submitted in writing as far in advance as possible.
- I.9 Fifty percent (50%) of working hours shall be spent on day shift unless otherwise mutually agreed upon by the nurse and the Hospital.

- (a) For full-time nurses, fifty percent (50%) of working hours shall be spent on day shift unless otherwise mutually agreed upon by the nurse and the Hospital.
 - (b) Up to fifty percent (50%) of part-time nurses scheduled tours will be scheduled on day shifts when available, on an equitable basis. Any remaining odd number day shifts will be assigned on the basis of seniority.
- I.10 The request list for time off at Christmas or New Year's will be posted by October 1st. Nurses will be required to request time off at Christmas or New Year's by October 15th. Authorized time off at Christmas and New Year's will then be posted by November 15th. Nurses will alternate time off at Christmas one year with time off at New Year's the following year. If there is a dispute, seniority will prevail.
- I.11 Preference of a nurse for a particular tour of duty will be considered in scheduling.
- I.12 Nurses shall receive at least four (4) consecutive days off and the Hospital will endeavour to schedule five (5) days, at either Christmas or New Year's. Time off at Christmas will include Christmas Eve, Christmas Day and Boxing Day. Time off at New Year's will include New Year's Eve and New Year's Day.
- I.13 Standby/On-Call
- (a) The Hospital agrees that standby will be distributed as equitably as possible among the qualified employees who normally perform the work. It is understood that different unit/programs will distribute standby by differing processes according to the unit/program requirements.
 - (b) Employees may exchange or give away standby duty with the mutual consent of employees involved and the approval of the Manager.
 - (c) In the event an employee is required to work for a period greater than sixteen (16) hours, the Hospital shall make reasonable efforts to relieve that employee from duty.
 - (d) Pagers/cell phones with appropriate ranges will be provided, without charge, to any nurse on standby. An additional pager/cell phone will also be available, if necessary.
 - (e) Nurses will not be scheduled to be on standby on their vacation.
- I.14 A full-time nurse will be granted twenty-two and one-half (22 ½) hours off with pay to attend a personal, medical or dental appointment which is a referral from a family physician or dentist to see an out-of-town specialist. A full-time nurse will be granted fifteen (15) hours off with pay to attend with immediate family, medical or dental appointment which is a referral from a family physician or dentist to see an out-of-town specialist. "Immediate family" will be defined as in the *Employment Standards Act*. The nurse will supply a copy of the Northern Ontario Travel Grant or equivalent documentation to verify the appointment.
- I.15 (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 nurse accepts an additional tour she or 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;
 - (vi) seniority may be considered when calling casual part-time nurses.

(c) After Posting of the Schedule

- (i) When all regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to nurses on the basis of seniority, as follows:
- (1) additional tours will be offered as soon as they come available;
 - (2) regular part-time nurses at straight time;
 - (3) casual part-time nurses at straight time;
 - (4) full-time nurses who will be in overtime;
 - (5) regular part-time nurses who will be in overtime;
 - (6) casual part-time nurses who will be in overtime.

An error in the above mechanism for shift distribution initiated by a registered nurse will be resolved by offering the aggrieved nurse a shift as an extra at a time agreeable to the nurse. Such shift will not result in a premium situation.

An error in the above mechanism for shift distribution by the Hospital will result in the aggrieved nurse being paid.

Article I in its entirety applies except I.14 and I.18 and as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to less than fifty percent (50%) of all shifts.
- (b) Nurses working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
- (c) No part-time nurse(s) will be scheduled solely on a tour(s) which is/are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse(s).
- (d) Nurses working tours comprised of less than 7.5 hours shall not be scheduled to work more than five (5) consecutive tours. If a nurse(s) is/are required to work on a sixth consecutive and subsequent tour, then she or he will receive premium pay, as per Article 14, for each tour so worked until a day off is scheduled.

I.17

7.5 Hour Tours

- (a) The Hospital agrees that it will not require a nurse to work more than six (6) consecutive tours on afternoon or night shift or more than seven (7) tours on day shift without her or his consent.
- (b) There shall be not less than a period of sixteen (16) consecutive hours off between different shifts worked by a full-time and part-time nurse. If less than sixteen (16) hours is allowed off between shifts, the nurse will receive premium pay for all hours worked.
- (c) A nurse will receive premium pay as provided in Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:
 - (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 a result of an exchange of shifts with another nurse.
- (d) In areas that normally work three (3) tours, nurses other than casual nurses, will normally be scheduled days/evenings or days/nights unless mutually agreeable or unless staffing shortages or emergency situations dictate otherwise.
- (e)
 - (i) scheduling regulations I.1 to I.14 and I.17 inclusive shall also apply to full-time nurses working 7.5 hour tours.
 - (ii) scheduling regulations I.1 to I.13, I.15 and I.17 inclusive shall also apply to part-time nurses working 7.5 hour tours.
- (f) A weekend will be defined as eight (8) consecutive tours off during the

period following the completion of the Friday day tour, unless a nurse requests or agrees otherwise.

I.18

11.25 Hour Tours (Extended Tours)

- (a) The Hospital agrees that it will not require a nurse to work more than three (3) consecutive tours without her or his consent.
- (b) There shall be not less than a period of ten (10) consecutive hours off between different shifts worked by a full-time and part-time nurse. If less than ten (10) hours is allowed off between shifts, the nurse will receive premium pay for all hours worked for the next scheduled shift that commences within the ten (10) hour period.
- (c) A nurse will receive premium pay as per Article 14.03 of the Collective Agreement for a fourth consecutive tour scheduled and for each consecutive tour thereafter until a day off has been scheduled.
- (d)
 - (i) A nurse will have at least two (2) consecutive scheduled days off after working three (3) consecutive extended tours.
 - (ii) A nurse will not be required to attend any mandatory education unless she or he will have at least eight (8) hours off prior to or after the completion of a night shift.
- (e) The Hospital will grant at least every second weekend off to a full-time nurse.
- (f) A nurse will receive premium pay as provided in Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:
 - (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 a result of an exchange of shifts with another nurse.
 - (iv) Definition of a Weekend Off
- (g) Scheduling regulations I.1 to I.15 shall also apply to nurses working 11.25 hour tours.
- (h) Introduction and Discontinuation of Extended Tours

Extended tours will be introduced in any unit in the following manner:

- (i) The eligible staff must indicate by a sixty percent (60%) majority their willingness to try the twelve (12) hour shift.
 - (ii) The matter will then be presented to management via the Hospital-Association Committee for their approval.
 - (iii) The tours will be implemented on a trial basis for six (6) months with the option of a three (3) month extension.
 - (iv) Extended tours shall then be introduced into any unit on a permanent basis when:
 - (1) sixty percent (60%) of the nurses in the unit so indicate by secret ballot; and
 - (2) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (i) Extended tours may be discontinued in any unit when:
- (i) sixty percent (60%) of the nurses in the unit so affected will indicate by secret ballot; or
 - (ii) the Hospital because of
 - (1) adverse affects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, or
 - (4) financial constraints,states its intention to discontinue extended tours in the schedule.
- (j) When notice of discontinuation is given by either party in accordance with paragraph (h) 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 extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

I.19

Introduction and Discontinuation of Innovative Schedules

If the Hospital and the Association agree to Innovative Unit Scheduling pursuant to Article 13.03 of the Central Collective Agreement, the following conditions will apply:

(a) Implementation

- (i) When eighty percent (80%) of the nurses on a Unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Innovative Schedule, the Association and the Hospital will meet forthwith to arrange for such a trial.

The secret ballot will be conducted solely by the Association and the Association will post the results.

- (ii) The resulting Innovative Schedule will be posted on the Unit and filled by seniority from amongst the full-time nurses on the Unit. If a new position is created, it will be filled in accordance with Article 10.06 (a). The filling of such positions will not result in the lay-off or loss of hours of work of any full-time or regular part-time nurse.

- (iii) A trial of the Innovative Schedule will run for a six (6) month period agreed upon by the parties. After three (3) months of the trial period, a meeting will be held with the Unit, Hospital and the Association to evaluate the trial period and to make recommendations to improve the schedules, if needed. A further vote will be conducted on the Unit at five and one-half (5 ½) months. Where the nurses in the positions agree and at least eighty percent (80%) of the nurses on the Unit indicate their willingness to continue with the new master, the arrangement will continue.

(b) Discontinuation

- (i) Either party may discontinue the Innovative Schedule with ninety (90) days' notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation.

It is understood that such discontinuation shall not be unreasonable or arbitrary.

- (ii) Should the Innovative Schedule be discontinued, the nurses in these positions will revert back to their previous positions and the previous master rotation will be put in place.

ARTICLE J - VACATIONS

J.1 The vacation year for full-time nurses shall be concurrent with each nurse's anniversary date of employment as a full-time nurse.

J.2 All nurses must take their vacation in the year in which it falls due and will not be allowed to carry over a vacation or portion of a vacation to a succeeding year(s) unless otherwise authorized in writing by the Executive Director. Applications for postponed vacation shall be in writing.

J.3 Requests for vacation must be given in writing to the Nurse Manager or her or his designate by March 15th. The Hospital shall grant such requests where possible

provided that nurses request their vacation in no less than five (5) consecutive day periods. Seniority will prevail for all requests made prior to March 15th. A list of granted vacations will be posted by April 30th. Vacation will not normally be scheduled between December 18th and January 8th, however, such a request will not be unreasonably denied. A nurse will only be allowed to book four (4) consecutive weeks of vacation during the period of June 1st to August 30th. Any fifth and subsequent weeks will be granted by seniority after March 15th.

Subject to the foregoing, vacation requests received in writing and dated after March 15th will be considered on a first-come-first-serve basis. The Hospital will respond to the nurse within a minimum two (2) weeks prior to the request date.

- J.4 Part-time nurses shall receive vacation pay bi-weekly.
- J.5 Prior to leaving on vacation, the Nurse Manager and the employee will meet to agree on date and time of return to work. This agreement to be made in writing.

ARTICLE K - PAID HOLIDAYS

K.1 The following paid holidays shall be recognized by the Hospital:

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

K.2 Lieu days as provided in Article 15.04 will be taken on a day mutually agreed upon by the Nurse Manager or her or his designate, within one hundred and twenty (120) days from the time the lieu day was earned. After that time and the employee refuses a proposed time, such time will be paid out.

ARTICLE L - LEAVE FOR ASSOCIATION BUSINESS

L.1 Leaves of absence for Association business as provided in Article 11.02 shall be administered as follows:

- (a) The cumulative total leave of absence for the members of the Local Association shall be fifty (50) days.
- (b) There shall be no more than two (2) nurses granted Association leave at any given time, unless it is possible to do so.
- (c) Requests for Association leaves of absence shall be made in writing in the request book to the Nurse Manager or her or his designate, prior to the posting of the applicable time schedule, if possible.
- (d) Local Co-ordinator Leave

The Hospital agrees to grant a nurse elected to the position of Local Co-ordinator unpaid time off to attend required meetings. Such leave will be included in the Association leave days specified in clause L.1 (a) and the Local Co-ordinator will be included in the number of nurses allowed to be absent from work as specified in clause L.1 (b).

L.2 Payment for Bargaining Unit President

It may become necessary for the Hospital to meet with the Bargaining Unit President in the capacity as Bargaining Unit President of the Association to discuss matters arising out of the administration of the Collective Agreement.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Hospital will compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

To qualify for such payment, the Bargaining Unit President will submit, at the end of each month, a record of times and dates of these meetings to the Manager, Human Resources. Payment will be issued on the Bargaining Unit President's next payroll cheque, subject to all applicable taxes. Notwithstanding the above, the Bargaining Unit President may, at the time of submitting the monthly record, request time off in lieu of payment. The Manager, Human Resources and the Bargaining Unit President's Unit Manager will consider such request. If approved, then the Unit Manager and the Bargaining Unit President will mutually agree on when the time will be taken.

ARTICLE M - BULLETIN BOARDS

M.1 The Hospital will provide bulletin boards for the Association in agreed locations.

ARTICLE N - MISCELLANEOUS

N.1 Each nurse shall keep the Hospital and the Association informed in writing of her or his current mailing address, home address and telephone number (if any). If a nurse fails to do so, the Hospital will not be responsible for failure of a notice sent by Registered Mail to reach the employee.

N.2 The Hospital agrees to provide adequate change and lounge facilities and lockers for safekeeping of nurses' belongings while on duty.

N.3 Notices and correspondence between the parties arising out of this Agreement, or incidental thereto, shall be addressed to:

Association - The President,
Nurses' Association,

Hospital - (Personal address to be provided annually),
Sioux Lookout, Ontario.
Vice-President Health Services,
Sioux Lookout Meno Ya Win Health Centre,
Box 909,
Sioux Lookout, Ontario. P8T 1B4

- N.4 Upon request of either party, a meeting between the Hospital and the Association will be held within seven (7) days of such request to discuss matters of concern to either party.
- N.5 A Team Leader will be designated by the Nurse Manager or her or his designate for each and every applicable shift.
- N.6 A nurse is to be given prior approval from the Nurse Manager or her or his designate to receive regular wages while attending a workshop, seminar or course outside the Hospital. With prior approval from the Nurse Manager or her or his designate, a nurse will receive regular pay if she or he attends a Hospital in-service program that is not a requirement of the Hospital.
- N.7 Retiree Benefits – Process for Payment
- Any Bargaining Unit nurse who retires early and wishes to participate in the Benefit Plan as outlined in Article 17.01 (h) of the Central Hospital Collective Agreement will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a pre-authorized withdrawal process. It is understood that any transaction would be dated the first of each and every month.

ARTICLE O - EQUIVALENT TIME OFF

- O.1 Overtime as provided in Article 14.09 of the Collective Agreement, where a full-time nurse chooses equivalent time off, such time off must be taken within one hundred and twenty (120) days from date earned. After that time and the nurse refuses a proposed time, such time will be paid out.

ARTICLE P - PRE-PAID LEAVE

- P.1 In accordance with Article 11.11 (c) of the Collective Agreement, the number of nurses that may be absent at any one time will be not more than one (1) full-time and one (1) part-time nurse.

ARTICLE Q - JOB-SHARING

Where the parties mutually agree to implement a job-sharing arrangement, it is agreed that a full-time job will be equally shared by two (2) nurses on the following basis:

- Q.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the number and location of each shared position.

- Q.2 Total hours worked by the job-sharer shall equal one (1) full-time position. The schedule of this position will be mutually agreed between the Hospital and the two (2) nurses.
- Q.3 The above schedules shall conform with the full-time scheduling provisions of the Collective Agreement save and except Article I.11.
- Q.4 Each job-sharer may exchange shifts with her or his partner, as well as with other nurses as provided by the Collective Agreement.
- Q.5 Job-sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- Q.6 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 Nurse Manager must be notified to book coverage. Job-sharers may be asked but are not required to cover their partner in the case of prolonged or extended absences.
- Q.7 All other provisions covering job-sharing are contained in the Central Agreement.
- Q.8 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.
- Q.9 An incumbent full-time nurse wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- Q.10 If one of the job-sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position and the remaining nurse will be required to continue in the full-time position.
- Q.11 Discontinuation
- Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE R - MODIFIED WORK

The Hospital and the Association recognize they have a joint responsibility under the Human Rights Code to attempt to accommodate the return to work of an employee who is unable to perform all of the requirements of her or his position due to a handicap.

- R.1 The Hospital will notify the Local President 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 Association, a monthly list of all nurses on modified work programs at the beginning of each month.
- R.2 When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Staff Representative of the Ontario Nurses' Association and the Local Representative to discuss the circumstances surrounding the nurses' return to suitable work.
- R.3 The Hospital agrees to provide the nurse with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

ARTICLE S - VIOLENCE

- S.1 The Hospital and the Association agree that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report the occurrence to the Charge Nurse who will make every reasonable effort to rectify the abusive situation. The Nurse Manager or her or his designate will investigate the incident and assure the abusive situation would be dealt with appropriately. A written report of the occurrence shall be forwarded to the Nurse Manager or her or his designate.
- S.2 The parties agree that if incidents involving aggressive client action occur to a nurse, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Hospital will follow to address the legitimate health and safety concerns of nurses presented in that forum.
- S.3 The parties further agree that suitable subjects for discussion at the Hospital-Association Committee meeting will include aggressive clients.
- S.4 The Hospital will pay for damages to nurses' personal property as the result of a physical assault on duty. Such payment will not result in double payment under any existing benefit plan. The nurse will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was impossible for her or him to do so during this period.
- S.5 The Hospital, with the nurses' consent, will inform the Association within twenty-one (21) days of any nurse who has been assaulted while performing her or his work. Such information shall be submitted in writing to the Association as soon as possible.

DATED at Sioux Lookout, Ontario, this 22nd day of June, 2009.

FOR THE HOSPITAL

Belinda

Ameyman

FOR THE ASSOCIATION

Denis Nault

Rufast

Steve L. Whalen

LETTER OF UNDERSTANDING
(to be attached to and form part of the Collective Agreement)

BETWEEN:

SIoux LOOKOUT MENO YA WIN HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

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

RE: SENIORITY LISTS

In accordance with Article 10.02 (d) of the Central Collective Agreement and Article G of Appendix 5, a copy of the current Seniority Lists will be forwarded to the Labour Relations Officer semi-annually.

DATED at Sioux Lookout, Ontario, this 22nd day of June, 2009.

FOR THE HOSPITAL

Beland

Amoyian

FOR THE ASSOCIATION

Denis Hault

R. Martin

Debra L. White

LETTER OF UNDERSTANDING
(to be attached to and form part of the Collective Agreement)

BETWEEN:

SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

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

RE: STANDBY – OPERATING ROOM

The parties agree that the Operating Room Standby Letter of Understanding provides for emergency coverage for the Operating Room and as such where a nurse is called in from standby to the Operating Room such nurse will not be re-assigned without her or his consent.

Where a nurse is required to work past the eight (8) hours preceding the beginning of their next regularly scheduled shift (currently 23:00 hours for a 07:00 – 15:00 shift) the nurse will receive either:

1. Eight (8) hours of rest period after the departure time for their call in. Where such time off extends into the nurses next regular shift, she or he will maintain her or his regular earnings, seniority and service for the full shift. If time is remaining after the eight (8) hour rest period, the nurse will return to complete their regularly scheduled shift; or
2. Premium pay for all hours worked, if required to work their next regularly scheduled shift.

The determination of 1 or 2 will be made by the member taking into account the client workload and availability of staff for the next shift.

If a nurse is called in from standby within the four (4) hour period preceding the beginning of their regularly scheduled shift, the nurse will receive four (4) hours of call-back pay and will work their regular shift.

Any nurse working in the Operating Room who is on standby and is not called in during a statutory holiday will:

- (a) receive standby pay;
- (b) receive straight time for the statutory holiday;
- (c) receive a day in lieu banked.

Any nurse working in the Operating Room who is on standby and is called in during a statutory holiday will:

- (a) receive a day in lieu banked;
- (b) receive pay as per Article 14.07;
- (c) receive straight time for the statutory holiday.

DATED at Sioux Lookout, Ontario, this 22nd day of June, 2009.

FOR THE HOSPITAL

S. Helon

D. Anonihan

FOR THE ASSOCIATION

Denis Fault

R. F. F. F.

Debra L. Whalen

LETTER OF UNDERSTANDING
(to be attached to and form part of the Collective Agreement)

BETWEEN:

SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

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

RE: ARTICLE 10.08 (a) – SINGLE SHIFT RE-ASSIGNMENT

In accordance with Article 10.08 (a), the parties agree to implement the following principles for single shift re-assignment:

Re-assignment will occur bearing in mind the following principles:

- (i) patient care requirements are the first priority;
- (ii) the Hospital will re-assign, where possible, qualified nurses who volunteer;
- (iii) the Hospital will re-assign qualified staff nurses in the following sequence, on the basis of reverse seniority: casual, regular part-time and/or full-time;
- (iv) the Hospital will not re-assign the nurse outside of their scope of practice unless they are re-assigned with an experienced nurse on the receiving unit.

DATED at Sioux Lookout, Ontario, this 22nd day of June, 2009.

FOR THE HOSPITAL

B. Beland

A. Anagnostou

FOR THE ASSOCIATION

Denis Nault

R. Martin

Debra L. Whalen

LETTER OF UNDERSTANDING
(to be attached to and form part of the Collective Agreement)

BETWEEN:

SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

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

RE: TEN AND ONE-HALF (10 ½) HOUR TOURS – OPERATING ROOM

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

The current Collective Agreement shall be amended to specifically reflect the ten and one-half (10 ½) hour tour as follows:

1. Hours of Work
 - (a) For nurses working ten and one-half (10 ½) hour tours, a regular tour shall be ten (10) consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty (30) minutes of unpaid mealtime.
 - (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty (30) minutes unpaid and two (2) paid twenty (20) minute coffee breaks.
 - (c) The normal hours of work will be:

ten and one-half (10 ½) hour shifts	0700 – 1730 hours.
eight (8) hour shifts	0700 – 1500 hours.

2. The Employer shall schedule nurses on the attached six (6) week schedule that includes the ten and one-half (10 ½) hour tour, every third weekend off. For the purposes of this Letter of Understanding, it is understood that nurses scheduled standby will be considered working for the purposes of weekends worked.

Should the nurse work the third weekend, she or he will be paid in accordance with Article 14.03 for the third and subsequent weekend worked until a weekend off is scheduled, except where:
 - (a) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or

- (b) such nurse has requested weekend work; or
 - (c) such weekend is worked as a result of an exchange of tours with another nurse.
3. Nurses shall not be scheduled to work more than three (3) ten and one-half (10 ½) hour tours in the six (6) week schedule. Should a nurse work more than three (3) in the attached schedule, she or he shall be paid in accordance with Article 14.03 for all hours worked on the fourth and subsequent tours until time off is scheduled.
 4. Requests for change of scheduled working hours shall be done in accordance with Appendix 5.
 5. Shift Premiums
Nurses working ten and one-half (10 ½) hour tours shall be paid shift premium at the rate of the current Collective Agreement for all hours worked between 1530 – 0700 hours.
 6. Overtime (Subject to Article 14)
For nurses working ten and one-half (10 ½) hour tours, overtime shall be paid at the rate of time and one-half the nurses regular straight time hourly rate for all work performed in excess of ten (10) paid hours in a twenty-four (24) hour period.
 7. Paid Holidays
For paid holidays that fall on a Monday, ten and one-half (10 ½) hour shift, the shift will be moved to the following Tuesday following the paid holiday.
 8. All O.R., staff will rotate through the attached six (6) week schedule. The member rotating through week six (6) will not take any on-call for that week up to and including Sunday. This member would be responsible for covering the pre-op clinics.
 9. The parties agree to discuss this language in the next round of Local Issues negotiations.

SCHEDULE FOR OPERATING ROOM					
	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	D 8	D 8	D 8	D 8	D 8
Week 2	D 8	D 8	D 8	D 8	D 8
Week 3	D 8	D 8	D 8	D 8	D 8
Week 4	D 8	D 8	D 8	D 8	D 8
Week 5	D 8	D 8	D 8	D 8	D 8
Week 6	D 10	D 8	D 10	D 10	Off

DATED at Sioux Lookout, Ontario, this 22nd day of June, 2009.

FOR THE HOSPITAL

B. Blonde

M. Guerin

FOR THE ASSOCIATION

Denis Fault

R. W. Carter

Debra L. Whalen

LETTER OF UNDERSTANDING

(to be attached to and form part of the Collective Agreement)

BETWEEN:

SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

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

RE: SCHEDULES

The Employer and Union agree that the following provisions will apply to employees working the attached schedule of nine (9) positions rotating through nine (9) weeks. This Letter of Understanding replaces any and all other Letters of Understanding dealing with the schedule.

Nurses working the attached schedule consent to working four (4) consecutive extended tours, consisting of two (2) day tours and two (2) night tours unless otherwise agreed between the employee and Employer. Employees shall have at least two (2) days scheduled off work after working four (4) consecutive extended tours. Article 14.03 of the Collective Agreement will apply for a fifth consecutive tour scheduled and for each consecutive tour thereafter until a day off has been scheduled. It is agreed this overtime premium will not be duplicated for any set hours paid at overtime rates under Article 1.18 (a).

Nurses working the attached schedule, consent to working two (2) weekends in a row as provided by the schedule. Nurses will receive premium pay as provided in Article 14.03 for all hours worked on a third consecutive weekend. To facilitate this innovative schedule and for this schedule only, the Union agrees any call-in weekends for full-time nurses will not trigger premium pay as outlined in Article 14.03 for regularly scheduled weekends on the attached schedule. A weekend off is defined as at least sixty (60) consecutive hours off work from completion of the Friday tour until the beginning of the next tour. The day tour is the first shift of the day.

Nurses working the attached schedule will be responsible for self-scheduling two (2) additional twelve (12) hour tours within each nine (9) week rotation. The schedule shall be posted five (5) weeks prior to the start of the nine (9) week rotation. The employee is responsible for ensuring they check the schedule and submit requests for self-scheduled twelve (12) hour tours via e-mail to the scheduler as follows:

1. Within the first week employees select the twelve (12) hour tours from the unassigned shift schedule within their own unit.
2. In the weeks to follow, employees who have not selected two (2) twelve (12) hours tours will then select any remaining twelve (12) hour tour from the unassigned shifts in all units they are qualified to work in.

3. In the final week prior to the start of the new schedule, the Employer will assign the twelve (12) hour tours to those who have not completed their self-scheduling.
4. If all needs are filled, the employee can request the self-scheduled shifts as education or cross-training. This request will not be unreasonably denied.

Self-scheduling requests will be on a first-come-first-served basis. It is agreed that twelve (12) hour tours scheduled by employees or the Employer will not effect premium payment as outlined in Articles 1 and 2 of this Letter of Understanding.

The parties agree to discuss this language in the next round of Local Issues negotiations.

EMERGENCY							
WEEK	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	D	D	N-F	N-F			
2			D	D	N-F	N	
3					D	D	N
4	N						D
5	D	N	N				
6		D	D	N	N		
7				D	D	N-F	N-F
8						D	D
9	N-F	N-F					

NURSING UNITS

7 TH AVENUE SITE							
WEEK	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	D	D	N	N			
2			D	D	N	N	
3					D	D	N
4	N						D
5	D	N	N				
6		D	D	N	N		
7				D	D	N	N
8						D	D
9	N	N					

5 TH AVENUE SITE							
WEEK	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	D	D	N	N			
2			D	D	N	N	
3					D	D	N
4	N						D
5	D	N	N				
6		D	D	N	N		
7				D	D	N	N
8						D	D
9	N	N					

DATED at Sioux Lookout, Ontario, this 22nd day of June, 2009.

FOR THE HOSPITAL

B. Lelach

O. Anagnostis

FOR THE ASSOCIATION

Denis Hault

R. W. Martin

Debra L. Whaler

Robert W. White