

SOURCE	Union		
EFF.	01	04	84
TERM.	31	03	86
No. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS			

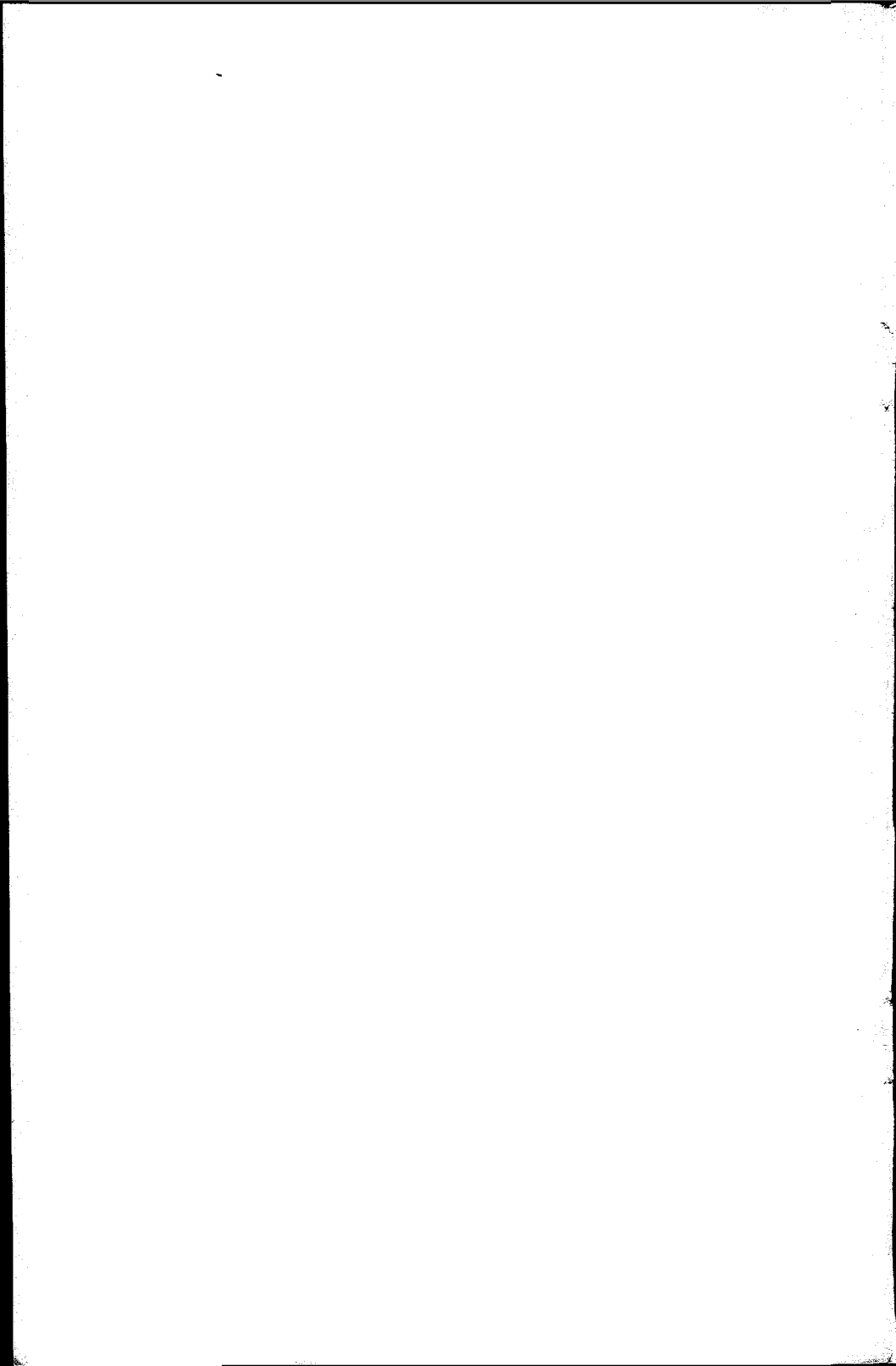
Collective Agreement
Between
NORTHSIDE HARBOR VIEW HOSPITAL
And
THE NOVA SCOTIA NURSES UNION

April 1, 1984 - March 31, 1986

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COLLECTIVE AGREEMENT

BETWEEN

NORTHSIDE HARBOR VIEW HOSPITAL

AND

THE NOVA SCOTIA NURSES UNION

April 1, 1984 - March 31, 1986

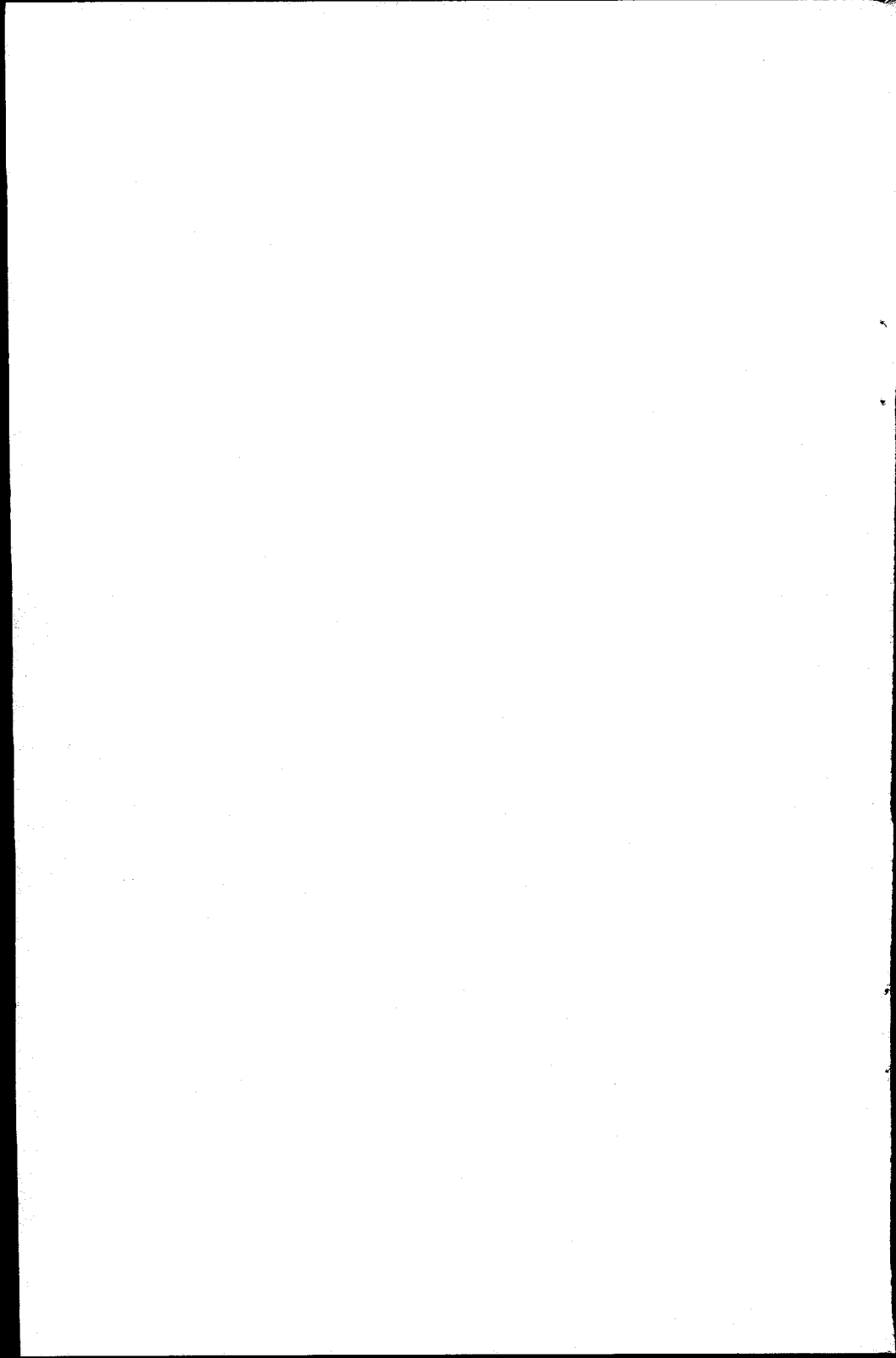
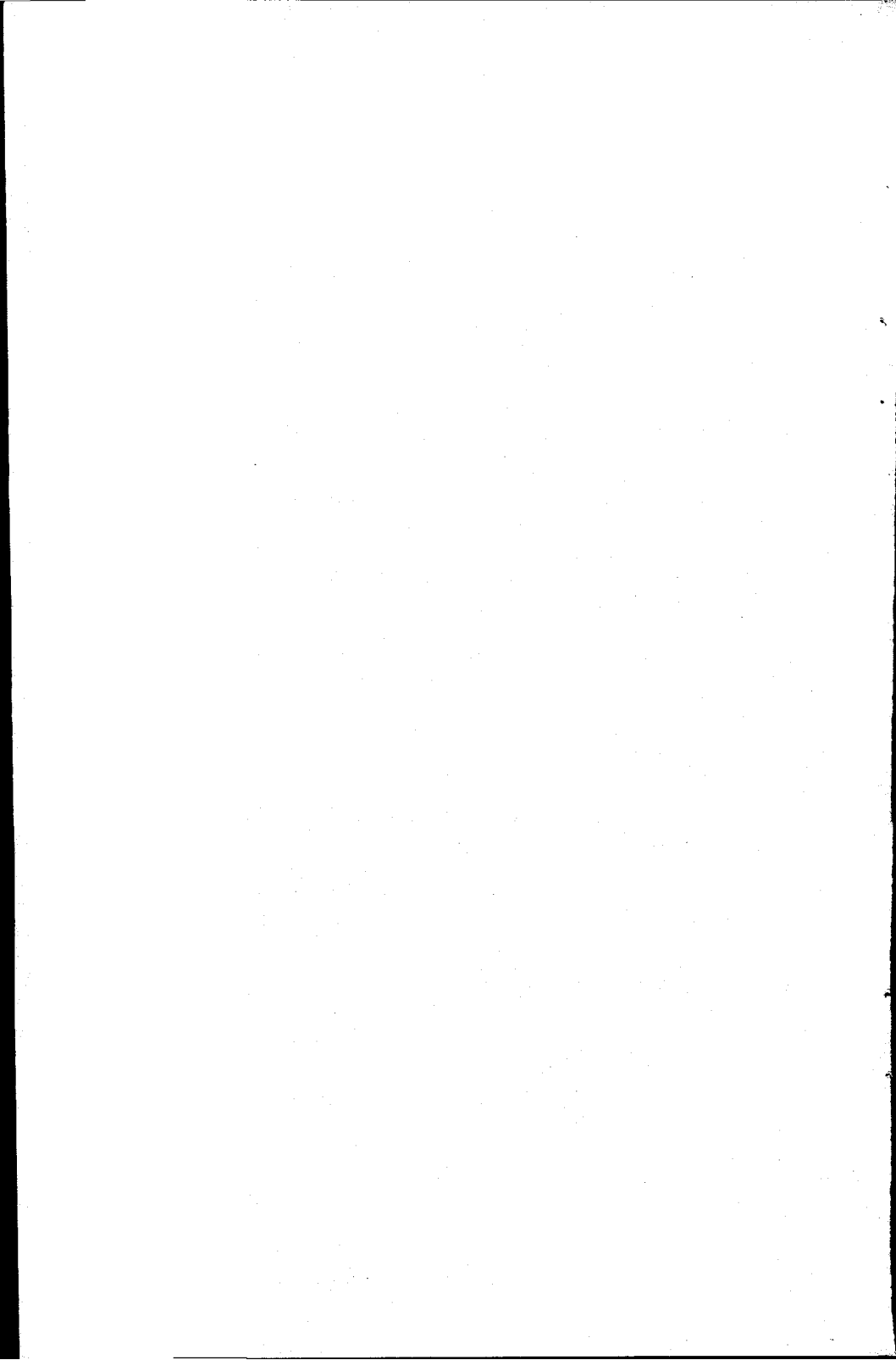


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ARTICLE 1 PREAMBLE

Whereas it is the desire of both parties to this Agreement

To maintain and improve the harmonious relationship between the Hospital and the Union;
To recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, employment services, etc.;
To set forth certain terms and conditions of employment;
To maintain professional standards;
To encourage efficiency in operation;
To promote the morale, well-being and security of all nurses;
To ensure uninterrupted service to the Hospital.
Therefore the parties agree as follows:-

ARTICLE 2 RECOGNITION

The Hospital recognizes the Nova Scotia Nurses Union as the sole bargaining agent for all registered and graduate nurses who are employed on a regular full-time, regular part-time or temporary basis in the bargaining unit of the Hospital as per the Labour Relations Board of Nova Scotia Certification Order.

ARTICLE 3 MANAGEMENT

The Management of the employer's business and the employment, direction and supervision of employees, including transfer, promotions, demotions, lay-offs, supervision and discipline (including discharge) for proper cause is vested in the management, providing the foregoing shall not be exercised by the employer in a discriminatory manner or contrary to the terms of this Agreement. The Union shall have the right of appeal through the grievance procedure.

ARTICLE 4 DEFINITIONS

- 4.00 A **Registered Nurse** is a nurse who is currently registered with the Registered Nurses' Association of Nova Scotia.
- 4.01 A **Graduate Nurse** is one who has graduated from a school of nursing recognized or approved by the Registered Nurses' Association of Nova Scotia.
- 4.02 For the purpose of this agreement, "Nurses" shall mean any classification listed on Appendix "A".
- 4.03 For the purpose of this Agreement, the female shall be deemed to include the male and vice versa.
- 4.04 A **Regular Nurse** is one who occupies a regular position as an employee of the Hospital.

- 4.05 A **Full-Time Nurse** is one who works the work period prescribed in Article #7 of this Agreement.
- 4.06 A **Regular Part-Time Nurse** is one **who is** employed on a continuing basis, but one who works less than the schedule for a **permanent full time** nurse.
- 4.07 A **Casual Nurse** is a nurse who works on a day to day basis **as** required. The benefits of this Agreement **do not** apply to the **casual** nurse except that **she** receives the daily rate of the mid point of the salary scale for her classification.
- 4.08 **Temporary Nurse** - is a nurse who is hired for a designated period in excess of ten **(10)** consecutive work days. Temporary nurses shall not accumulate seniority but will qualify for all other benefits of the Agreement **on a pro rata** basis. The Hospital will make every effort to have **one** nurse to fill these interim periods. If a temporary nurse **becomes** a regular nurse without a break in service, her anniversary date will be **her** first date of continuous employment **as** a temporary nurse.
- 4.09 A **Promotion** is a change from one classification to another for which a higher compensation **is** paid.
- 4.10 **Anniversary Date** is the date **on** which a nurse commences work at the Hospital. The anniversary date is used for calculation of increments **only** and **will** be computed **on** the following basis:
- If the Anniversary Date falls during a pay period, the Anniversary Date will **be moved** to the commencement **of** the pay period preceding the increment date **if it is** the closest, otherwise, it will be moved to the start of the next pay period.
- This date only changes if a nurse **is** on an unpaid leave of absence of over one month (in which event her date is changed by the length of her leave).
- 4.11 **The Probationary Period** is that period prior to sixty-six (66) days of work; employment may be terminated at any time during this period. The probationary period **may be extended** by mutual agreement **between the Union and the Employer**. A regular nurse who **is** rehired **within** one year **of** resigning from the Hospital will **be** required to serve a probationary period of forty-four (44) days.
- 4.12 **Reassignment** is when a nurse **is** temporarily assigned to another area. Nurses shall only **be** reassigned for the purpose of efficient hospital operation, and the proper care of patients. Alleged misuse of reassignments **may** be dealt with in accordance with the grievance procedure.

- 4.13 **Mutual Agreements** - No nurse shall be required or permitted to make any written or verbal agreement with the Hospital, its representatives or immediate management supervisor, which is contrary to the terms of this Collective Agreement. This will not prevent a nurse from making a temporary arrangement with the Hospital, its representatives or immediate supervisor, when such arrangement does not affect other nurses in the bargaining unit.
- 4.14 **Special Unit Nurse** - a nurse, having a minimum of four (4) months experience in a unit so designated as a special unit and who works on a regular full time or regular part time, or temporary basis in that designated unit. Time spent in training in that specific special unit during the four (4) month period will be considered experience as it relates to this article.

ARTICLE 5 UNION REPRESENTATION

- 5.00 The Union shall provide the Hospital with a list of officers and other representatives.
- 5.01 The Hospital recognizes the right of the Union to elect representatives who shall be responsible for the day to day administration of the Collective Agreement. When required two or more of these representatives shall constitute a grievance committee.
- 5.02 The Union may have the assistance of a representative from outside the Union in all matters relating to relations between the Union and the Hospital.
- 5.03 A nurse who is a member of the executive of the Nurses' Union or who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of pay, during normal working hours to assist in matters relating to the collective agreement, provided that staff replacement is not thereby made necessary. Such a representative must request and obtain permission from her immediate management supervisor prior to leaving, and report to her immediately upon her return. Such permission shall not be unreasonably withheld.
- 5.04 Up to two (2) representatives designated by the Union shall not suffer a loss of pay while involved in direct negotiations of a collective agreement between the Hospital and the Union.
- 5.05 The Hospital and the Union agree to share equally in the cost of reproducing the Collective Agreement.

ARTICLE 6 DUES DEDUCTIONS AND UNION SECURITY

- 6.00 It shall be a condition of employment for all nurses employed at the Hospital that dues be deducted from their salary in the amount determined by the Union. The dues shall be submitted monthly to the Union together with a list of the nurses from whom the deductions were made. The deductions for newly employed nurses shall be in the first month of employment. The submission of dues to the Union shall be no later than the fifteenth day of the month following the month in which the deductions were made.
- 6.01 It shall be a condition of employment for all nurses currently employed by the Hospital and all new nurses employed by the Hospital that they take out and maintain membership in the Union.
- 6.02 The Union shall advise the Hospital of the amount of the dues.
- 6.03 The Hospital shall advise the Union of all appointments or terminations within two (2) weeks of their occurrence.

ARTICLE 7 HOURS OF WORK, OVERTIME, ON CALL, CALL BACK

- 7.00 The hours of work shall be seventy-five (75) hours per two (2) week period consisting of ten (10) seven and one-half (7½) hour shifts exclusive of a one-half (½) hour designated meal break and inclusive of two (2) designated fifteen (15) minute coffee breaks.
- 7.01 Regular nurses shall not be required to work more than seven (7) consecutive days between days off.
- 7.02 The hours of work shall be posted one (1) month in advance of the schedule to be worked. The schedule will be for a minimum of one (1) month. Before schedules are drawn up, a nurse requesting specific days off shall submit a written request for such days off. Her preference shall be granted wherever possible. It shall be permissible for two nurses to exchange their days off or shifts with the consent of their supervisor. Such consent shall not unreasonably be withheld. Management shall not be penalized by such arrangements.
- Nurses required to work rotating shifts (days, evenings, and nights) shall be scheduled in such a way as to equitably as possible assign the rotation. This does not preclude a nurse from being continuously assigned to an evening or night shift if mutually agreed to.

Where a schedule has been posted as required herein, any change in that schedule affecting a nurse requires prior consultation between the hospital and the nurse affected.

- 7.03 There shall be sixteen (16) hours between regularly scheduled shifts. A twenty-four (24) hour notice shall be given when the hours of work have to be changed. If the hours of work are changed without twenty-four (24) hours notice, overtime rates will apply.
- 7.04 Each nurse shall receive four (4) days off within a two (2) week period to be given in no more than two (2) segments.
- 7.05 Unless mutually agreed upon otherwise, the Hospital shall grant nurses either every fourth weekend off or one (1) weekend in each three (3) week period. (Weekends mean Saturdays and Sundays.)
- 7.06 Nurses agree to maintain nursing coverage for all units during the shift change.
- 7.07 The hourly rate will be determined by dividing the yearly rate by 1956,675 hours.
- 7.08 Time worked in excess of the regular scheduled shifts shall be compensated for at the rate of time and one-half for the first four (4) hours of overtime in any one day and double time for all overtime worked in excess of four (4) hours in any one day.
- 7.09 A nurse may take time off in lieu of overtime worked by mutual agreement on an hour and one-half for one hour worked at that rate and two (2) hours off for each hour worked if the overtime was earned at double time.
- 7.10 Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift.
- 7.11 Overtime shall be paid within two (2) pay periods of its occurrence.
- 7.12 A nurse on STAND BY shall receive Eight Dollars (\$8.00) for each eight (8) hour shift or portion thereof. Nurses shall not be required to be on stand-by on their scheduled days off.

- 7.13 Nurses required to report back to work after leaving the premises of the Hospital following completion of a shift but before the commencement of their next shift, or, is called back on a day she is not working, shall be granted a minimum of four (4) hours pay at straight time rates or overtime in accordance with Article 7.08, whichever is greater.
- 7.14 Nurses who report for work as scheduled shall be guaranteed work for that shift.
- 7.15 The provisions of Articles 7.08 and 7.13 shall not apply to a part-time nurse who applies for and is assigned to work shifts in addition to those for which she was posted except when she is required to work in excess of seven and one-half (7½) hours per day or seventy-five (75) hours bi-weekly.

ARTICLE 8 SALARIES

- 8.00 When a nurse has produced proof or evidence of her previous experience her salary shall be determined by applying the following rules governing the recognition of previous experience, provided that not more than three (3) years have elapsed since such experience was obtained.
- a) the salary of a nurse with a minimum of two (2) years of satisfactory recent nursing experience shall be advanced one (1) increment in the salary scale;
 - b) the salary of a nurse with a minimum of three (3) years of satisfactory recent nursing experience shall be advanced two (2) increments in the salary scale;
 - c) the salary of a nurse with a minimum of four (4) years of satisfactory recent nursing experience shall be advanced three (3) increments in the salary scale;
 - d) the salary of a nurse with a minimum of five (5) years of satisfactory recent nursing experience shall be advanced four (4) increments in the salary scale.
- 8.01 A nurse shall receive her vacation pay on the last office day preceding her vacation provided she gives three (3) weeks written notice.
- 8.02 Nurses working at least four (4) hours during the period 1800 - 0600 hours will be paid a premium of Two Dollars and Fifty-Five cents (\$2.55).

8.03 Should a new classification be created within the bargaining unit as indicated in the certification order during the terms of this Agreement, the employer and Union shall decide the rate of pay. Nothing herein prevents the employer from filling such positions during such negotiations. The salary when determined will be retroactive to the date on which the nurse commenced working in that classification.

8.04 Nurses who relieve in a higher classification as provided in Article 13.00 shall receive in addition to their regular rate of pay:

Staff Nurse relieving for Head Nurse - \$5.00/shift
Head Nurse relieving for Supervisor - \$4.50/shift
Staff Nurse relieving for Supervisor - \$7.00/shift

A staff nurse temporarily assigned to work in a special unit and who possesses the qualifying experience as indicated in Article 4.14 shall be paid two dollars and fifty cents (\$2.50) per shift for such assignment.

8.05 Retroactivity:

Wages, including overtime and educational premiums shall be paid retroactive to April 1, 1984. All other changes shall take effect on the date of ratification of the collective agreement by the Nova Scotia Nurses Union.

Nurses who have left the employ of the Hospital shall have thirty (30) days after the signing of this Agreement to apply for retroactive pay.

8.06 (a) Pay day shall be every second week and shall remain in accordance with the existing practice.

(b) The Employer agrees to pay each nurse the applicable hourly rate for her classification as specified in Appendix A

ARTICLE 9 LEAVE OF ABSENCE

SICK LEAVE

9.00 Paid sick leave shall accumulate and be granted at the rate of two and one-half (2½) working days per month, effective the first day of employment. The maximum amount of accumulation shall be one hundred and fifty (150) days).

- 9.01 A part-time nurse shall receive paid sick leave on a proportionate basis to time worked.
- 9.02 The Hospital shall provide the nurse with a statement of her sick leave credit annually and upon request at any time.
- 9.03 Nurses shall be allowed paid leave of absence up to twenty-two and one-half (22½) hours per annum to engage in personal preventative medical or dental care for which prior appointments are necessary provided such nurses have sufficient sick leave credits. Leave for this purpose shall be granted on the date of the appointment provided the appointment occurs during a shift the nurse is scheduled to work. Nurses shall advise their immediate management supervisors as soon as possible after such appointments are made. Leave granted for this purpose shall be deducted from sick leave credits.

MATERNITY LEAVE

- 9.04 a) Maternity leave without pay shall be granted after one (1) year of continuous service from the date of employment. Upon the advice of her physician, the nurse may request leave starting at the beginning of her seventh month. The Hospital retains the right to require the nurse to stop work, if, in its opinion, the state of her health becomes incompatible with the requirements of her job. The nurse shall return to work within four (4) months following delivery. Upon written request, this period may be extended. The nurse will return to her former or equivalent position.
- b) Upon request, the employer shall grant a nurse with a minimum of one (1) year's service a leave of absence without pay to adopt a child. The length of the leave shall be the greater of the minimum time required by the adoption agency, the Labour Standards Code or the existing Collective Agreement.

COMPASSIONATE LEAVE

- 9.05 If a death occurs in the immediate family of a nurse when said nurse is at work, or scheduled to go to work, then said nurse shall be granted compassionate leave with pay for the remainder of her tour of duty for that day.

If a death in the immediate family of a nurse occurs, said nurse shall be granted five (5) days of leave of absence effective midnight following the death and shall be paid for tours of duty the nurse would be normally scheduled to work during the five days leave if the death had not occurred.

A nurse when for any reason other than compassionate leave would not be considered to be at work, if a death in the immediate family should occur, shall not be eligible for compassionate leave with pay.

For the purpose of ascertaining compassionate leave with pay, the members of a nurse's immediate family shall include father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law and guardian.

In the event of a death of a grandparent or grandchild of the nurse, the Hospital will grant the nurse three (3) consecutive days leave of absence effective midnight following the death and will be paid for those tours of duty the nurse would be normally scheduled to work during the three (3) days if the death had not occurred.

One (1) day's compassionate leave with pay shall be granted on the day of the funeral in the event of the death of anyone permanently residing in the nurse's household or anyone with whom the nurse permanently resides.

Such compassionate leave is granted to the nurse for the purpose of attending the funeral and other related matters of the deceased relative.

EDUCATION AND OTHER

- 9.06 The Hospital may grant leave of absence without pay for personal reasons.
- 9.07 Recognizing the value of further education related to nursing, the Hospital on request, may grant an educational leave without pay to nurses who have been employed a minimum of one (1) year.
- 9.08 A nurse shall return to her former or equivalent position upon her return except where a promotion is involved.
- 9.09 Up to two (2) nurses may be granted leave without pay when chosen to represent the Nurses Union at the annual and Provincial Meetings of the Nova Scotia Nurses Union.

Additional representatives may be granted leave of absence without pay in bargaining units of more than one hundred (100) members at the rate of one (1) for each fifty (50) members in excess of one

hundred (100). No more than two (2) nurses from any one unit shall be granted such leave and a minimum of two (2) weeks notice must be given to the Hospital by nurses requesting such leave.

9.10 A member of the Provincial Executive, other than the President, of the Nova Scotia Nurses Union may be granted leave without pay up to a maximum of twelve (12) days in any one (1) year in order to attend such Executive Meetings.

(b) The Provincial President of the Nova Scotia Nurses Union shall be granted a maximum of twenty-four (24) days leave of absence without pay per year in order to conduct Union business, providing reasonable notice has been given, the operation of the Hospital is not adversely affected and no additional costs are incurred through premium payments.

COURT LEAVE

9.11 Leave of absence with pay shall be given to every nurse other than nurse on leave of absence without pay, or under suspension, who is required:

- a) to serve on a jury; or
- b) by subpoena or summons to attend as a witness in any proceedings held:
 - 1) in or under the authority of a court; or
 - 2) before an arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

9.12 Any nurse given leave of absence with pay to serve pursuant to the Article 9.11 shall have deducted from her salary an amount equal to the amount that the employee receives for such duty.

LEAVE FOR UNION BUSINESS

9.13 Upon request, the elected President of the Provincial Executive shall be granted a two (2) year Leave of Absence without pay for the purpose of enabling the President to hold Union Office on a full-time basis. On her return, the Nurse will be placed in a position determined in accordance with the needs of the hospital at that time. The Nurse shall retain benefits and seniority which she accrued up to the time she commenced the Leave of Absence, and shall be placed on the same step of the salary scale for her new classification that she occupied in her old classification prior to commencing the Leave of Absence.

LEAVE FOR PUBLIC OFFICE

- 9.14 Any member of the bargaining unit who is elected to full-time office in the national, provincial or municipal level of government shall be granted a leave of absence without pay, for a term not exceeding five (5) years. On her return, the nurse will be placed in a position determined in accordance with the needs of the hospital at that time. The nurse shall retain benefits and seniority which she accrued up to the time she commenced the leave of absence, and shall be placed on the same step of the salary scale for her new classification that she occupied prior to commencing the leave of absence.

ARTICLE 10 VACATIONS AND STATUTORY HOLIDAYS

VACATIONS

- 10.00 Paid vacation shall be granted on the following basis:
- less than one (1) year of service - one and one-quarter (1 1/4) days for each twenty-two (22) days worked.
- over one (1) year of service but less than four (4) years of completed service at the rate of fifteen (15) working days per year.
- over four (4) years of completed service at the rate of twenty (20) working days per year.
- after eighteen (18) years of completed service at the rate of twenty-five (25) working days per year.
- 10.01 The present cut off date in effect for the accumulation of vacations will remain in effect for the life of this Agreement. The cut off date in this Hospital is April 30.
- 10.02 Vacations shall be scheduled between January 1 and December 31 each year and shall be posted by May 1st of each year. Vacations will be distributed as equitably as possible among nurses by the Nurses Union, but the final decision must be the prerogative of Management. **Vacation shall be scheduled on the basis of seniority in a nursing unit.**
- 10.03 Vacation credits shall accumulate on the basis of time worked (excluding overtime) in a year. Nurses who work in excess of two hundred and thirty-nine (239) days (1792.5 hours) excluding overtime in a year will receive full vacation benefits as outlined in Article 10.00. Days absent without pay for union business as

outlined in Articles 9.09 and 9.10 shall be considered days worked for the purpose of calculating vacation.

- 10.04 Vacation pay shall be at the regular rate effective immediately prior to vacation. Part-time nurses shall have the option of choosing vacation pay at the end of the year, or prior to vacation.
- 10.05 Sick leave may be substituted for vacation where it can be established by the nurse that an illness or accident occurred prior to vacation.
- 10.06 Any day for which compensation was paid shall be considered a working day for the purpose of calculating vacation and holidays.
- 10.07 Where possible, a nurse shall have the weekend prior to her vacation off.
- 10.08 Vacation Cancellation - If the Hospital unilaterally cancels a nurse's vacation which it had previously approved and such cancellation results in that nurse forfeiting a deposit on her vacation package, the hospital will reimburse the nurse for the lost deposit providing the nurse can show proof of such loss and that she had done everything reasonably possible to eliminate or reduce that loss, and in addition, the nurse must advise the hospital that a potential claim exists at the time the hospital proposes to change her vacation.

HOLIDAYS

- 10.09 Eleven paid holidays shall be granted as follows:
- | | |
|---------------------|---------------------|
| 1. New Year's Day | 6. Labour Day |
| 2. Good Friday | 7. Thanksgiving Day |
| 3. Easter Monday | 8. Remembrance Day |
| 4. Queen's Birthday | 9. Christmas Day |
| 5. Dominion Day | 10. Boxing Day |
| 11. Local Holiday | |
- 10.10 The nurse shall receive any holiday proclaimed by the Federal, Provincial or Municipal Government.
- 10.11 Each nurse shall receive either Christmas or New Year's Day off on the actual day, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday.

10.12 Holiday credits shall accumulate on the basis of time worked (excluding overtime) in a year. Nurses who work in excess of two hundred and thirty-nine (239) days (1792.5 hours) excluding over-time in a year will receive full holiday benefits as outlined in Article 10.09. Days absent without pay for union business as outlined in Articles 9.09 and 9.10 shall be considered days worked for the purpose of calculating holidays.

10.13 When a holiday falls within the vacation period, the nurse is entitled to an additional day.

10.14 For nurses who are required to work on the foregoing recognized holidays, the Hospital shall:

(a) pay the nurse at the rate of time and one-half ($1\frac{1}{2}$), and grant the nurse an alternate day off with pay at a time mutually agreed between the Hospital and the nurse.

- or -

(b) by mutual agreement pay the nurse, in addition to her regular rate of wages for that day, at a rate of one and one-half ($1\frac{1}{2}$) times her regular rate of wages for the time worked by her on that day.

- or -

(c) by mutual agreement pay the nurse her regular rate of pay for that day and grant the nurse a day and one-half off with pay at a time mutually agreed between the hospital and the nurse.

Nurses shall be eligible for compensation under this article only for those shifts which commence on the calendar date of a statutory holiday.

10.15 If a nurse is not scheduled to work a holiday and is called into work without seventy-two (72) hours notice, she will be paid two (2) times straight time rate for work performed that day plus a day off at a later date added to regular days off OR she shall receive holiday pay plus double time pay.

10.16 A nurse who is scheduled to work on a statutory holiday and who is unable to report for work due to illness or injury shall receive sick leave pay for that day providing she has adequate sick leave to her credit, and shall be granted seven and one-half ($7\frac{1}{2}$) hours off at an alternate date.

ARTICLE 11 SENIORITY, LAY OFF, RECALL

- 11.00 Seniority is defined as the nurse's length of service with the hospital from her date of employment and shall operate on a bargaining-unit-wide basis. Seniority shall be computed on the basis of the actual time for which the nurse has been compensated, excluding overtime pay. Unpaid leaves of absence as described in Articles 9.09 and 9.10 shall be considered as compensated time for the purpose of the computation of seniority.
- 11.01 The Hospital shall post a current seniority list annually in February. A copy of this list shall be sent to the Union.
- 11.02 A nurse shall only lose her seniority in the event that:
- 1) She is discharged for just cause and is not reinstated.
 - 2) She resigns.
 - 3) After recall, she fails to notify the Hospital.
 - 4) She is laid off for more than one (1) year.
 - 5) She is absent because of unpaid sickness or accident for more than one (1) year.
- 11.03 In the event of lay off, nurses shall be laid off in reverse order of seniority and recalled in order of seniority.
- 11.04 Thirty (30) days' written notice of lay off shall be given except lay offs as a result of labour disputes at which time as much notice as possible will be given.
- 11.05 A nurse shall be recalled by registered letter and shall have two (2) weeks from receipt of same to accept recall. (Nurses are responsible for leaving their current address at the Hospital.)
- 11.06 No nurse outside the bargaining unit shall be employed until all those who have been laid off have been given an opportunity for re-employment, except where the needs for special skills and qualifications can be demonstrated.
- 11.07 Nurses shall only be laid off because of lack of work.
- 11.08 Seniority may be by-passed where management establishes that special skills and qualifications are required.

ARTICLE 12 VACANCIES AND PROMOTIONS

- 12.00 Hospital management shall post notices where vacancies exist of a permanent nature or new positions are created, or a nurse is on a leave of absence for more than one (1) month. Such notice shall be posted as soon as possible after the Hospital has knowledge that a vacancy will occur, and such notices shall be posted in the Hospital for a period of fifteen (15) calendar days. If the vacancy is to be for thirty (30) calendar days, the Hospital will only be required to post the positions for seven (7) calendar days.
- 12.01 In making staff changes, primary consideration shall be given to fitness, ability and qualifications to perform the required duties. If fitness, ability and qualifications are equal, seniority shall prevail.
- 12.02 Should the successful applicant be chosen from the existing staff, she shall be placed on probation for forty-four (44) working days in her new position.
- If she proves unsatisfactory in the new position during the aforementioned trial period, she shall be returned to her former position and salary, without loss of seniority, and any other nurse promoted or transferred because of the re-arrangement of positions shall be returned to her former position and salary without loss of seniority. Conditional on satisfactory performance of duties, such trial appointments shall become permanent after the period of forty-four (44) working days.
- 12.03 A nurse receiving a promotion shall commence at the minimum salary for the new position which will give her the equivalent of at least one (1) full increment.
- 12.04 Where possible there shall be a two (2) week overlapping period when there are staff changes to allow for proper orientation.
- 12.05 In the case of absences, the Employer will make every effort to maintain its normal staff pattern related to the needs of the Hospital by temporarily reassigning nurses, or by employing temporary or casual nurses.

ARTICLE 13 TEMPORARY UPGRADING

- 13.00 When a nurse relieves in a higher classification she shall be paid from the first day of such assignment including Saturdays and Sundays. In the event a head nurse is absent for any reason, the Hospital shall temporarily assign a senior nurse on duty in the nursing unit as acting head nurse. Where the absence of a head

nurse from her scheduled shift can be foreseen in time for proper rescheduling, a senior nurse in the nursing unit shall be temporarily assigned acting head nurse. A senior nurse in the unit may be by-passed if management establishes that special skills or qualifications are required.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

14.00 A grievance shall be a difference of interpretation of this Agreement or the violation of the provisions of this Agreement as well as any other complaint related to working conditions or relations between the nurses and the Hospital concerning the meaning, interpretation, application, administration or alleged violation of this Agreement. Every grievance shall be subject to the grievance and arbitration procedures set out hereunder.

14.01 Step 1 When a nurse(s) has a grievance she shall within ten (10) days of the discovery or occurrence of the incident giving rise to the grievance, first discuss the grievance with her immediate Management supervisor, who shall provide her with an answer within three (3) working days.

Step 2 Should the verbal answer given by the immediate management supervisor not be acceptable to the grievor, the grievance shall be submitted in writing to the head of the nursing department within three (3) working days. The head of the nursing department shall give her decision in writing within five (5) working days of the receipt of the grievance.

Step 3 If the decision of the head of the nursing department is not acceptable to the grievor, the grievance shall be referred to the grievance committee; and, if supported by the Grievance Committee, shall be referred to the Chief Executive Officer within five (5) working days of the receipt of the decision in Step 2.

The Chief Executive Officer shall meet with the Grievance Committee and shall give a decision in writing within five (5) working days of receipt of the grievance.

If the decision of the Chief Executive Officer is not acceptable to the Grievance Committee, the matter may then be referred to Arbitration. If it is decided to submit the grievance to arbitration, notice must be given to the Chief Executive Officer within ten (10) working days of the receipt of a decision of the Chief Executive Officer in Step 3.

- 14.02 Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance, steps 1 and 2 may be by-passed.
- 14.03 The employer may institute a grievance by delivering the same in writing to the President of the Union and the President shall answer such grievance within five (5) days. If the answer is not acceptable to the employer, the employer may within ten (10) days from the day the President gives her answer, give ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.

ARBITRATION

- 14.04 In the event that a grievance is submitted to arbitration, the case shall be heard by a three-man board of arbitration UNLESS it is mutually agreed by the Hospital and the Union that the case should be heard by a single arbitrator.
- 14.05 A three-man arbitration board shall be selected as follows:
- The Union and the Hospital shall each appoint a member of the Arbitration Board within five (5) days of notice of arbitration. They shall appoint a chairman within five (5) days. Should the parties fail to agree in the selection of a chairman, the chairman will be named by the Provincial Minister of Labour.
- 14.06 The Union and the Hospital shall have five (5) days in which to agree upon a single arbitrator. In the event of their failure to agree, the single arbitrator shall be appointed by the Minister of Labour.
- 14.07 The Board of Arbitration or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the chairman.
- 14.08 Time limits are directory and the Arbitration Board shall be able to overrule a preliminary objection that time limits have been missed providing the Board is satisfied that the grievance has been handled with reasonable dispatch and the other party's position is not significantly prejudiced by the delay.
- 14.09 Arbitration awards shall be final and binding as provided by Section 40 of the Trade Union Act. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Hospital on a nurse.

- 14.10 Each party shall pay the fees and expenses of the Arbitrator it appoints and one-half the fees and expenses of the chairmen or single arbitrator.
- 14.11 The above mentioned time limits may be extended in individual cases, by the consent in writing of both parties to this Agreement.
- 14.12 For the purpose of this article only, workdays shall be Monday to Friday inclusive.

ARTICLE 15 STAFF DEVELOPMENT

- 15.00 During the term of this Agreement, the Hospital shall provide each nurse with a written job description.
- 15.01 The Hospital shall provide an orientation program to include all essential information. Nursing policies, procedures, routines, etc. will be written in a manual.
- 15.02 The Hospital shall be responsible for a continuous in-service program focused on the needs of the staff.
- 15.03 A Professional Practice (Labour-Management) Committee shall be established (see Appendix "B").
- 15.04 Bulletin Board space shall be made available for use by the Union.
- 15.05 All information received by the Hospital regarding workshops, seminars, etc. will be screened by the In-service Co-ordinator and all pertinent information posted on bulletin boards.

ARTICLE 16 STAFF HEALTH AND SAFETY

- 16.00 Employees required by the Hospital to have medical tests, etc. shall have their expenses borne by the Hospital. The results of medical tests, etc. or any other information on a nurse shall be handled in strict confidentiality.
- 16.01 The Hospital shall make reasonable provisions for the safety and health of nurses during their hours of employment. Protective devices and other equipment deemed necessary to protect the nurses from injury shall be supplied by the Hospital. It is mutually agreed that both the Hospital and the Union shall cooperate to the fullest extent possible toward the prevention of accidents and in reasonable promotion of safety and health.

ARTICLE 17 WORKLOAD

- 17.00 The Hospital agrees to attempt to maintain the ratio of professional to non-professional staff as recommended by the N.S.H.S. & I.C..
- 17.01 The Hospital agrees to make every effort to maintain or improve the nursing hours of patient care as recommended by the N.S.H.S. & I.C..
- 17.02 A nurse who believes she cannot adequately and safely care for patients because of her workload, may file a report which shall be submitted to the nursing office. This report may also be discussed by the Professional Practice Committee.

ARTICLE 18 PROHIBITION OF DISCRIMINATION

- 18.00 The Employer and Union agree that they will not practice discrimination with respect to any nurse by reason of race, color, creed, national origin, political or religious affiliations, sex or marital status, physical appearance, residence, or by reason of her membership or activity in the Union.

ARTICLE 19 RETIREMENT ALLOWANCE

- 19.00 A nurse who is retired or who is about to be retired because of age, mental or physical incapacity as prescribed by the Canada Pension Plan and/or the N.S.A.H.O. Pension Plan shall be granted a Retirement allowance, the equivalent of:
- a) one-half (½) month's pay if she has been employed for three (3) years but less than ten (10) years;
 - b) one (1) month's pay if she has been employed for ten (10) years but less than fifteen (15) years;
 - c) two (2) months' pay if she has been employed for fifteen (15) years but less than twenty (20) years;
 - d) three (3) months' pay if she has been employed for twenty (20) years but less than twenty-five (25) years;
 - e) four (4) months' pay if she has been employed for twenty-five (25) years but less than thirty (30) years;

- f) five (5) months' pay if she has been employed for thirty (30) or more years.

The salary which shall be used to calculate the amount of the retirement allowance in accordance with this Article shall be the highest salary earned by the nurse during her employment in a permanent position with the hospital excluding temporary assignments. Upon the death of a nurse, the allowance shall be paid to her estate.

A nurse who elects to retire prior to reaching age 65 shall be entitled to the provisions of the Retirement Allowance, providing she is at least 55 years of age and has a minimum of ten (10) years continuous service with the Hospital.

ARTICLE 20 WELFARE BENEFITS

- 20.00 When a nurse is being paid under the Workers' Compensation Act, the Hospital will pay the remaining twenty-five percent (25%) of the nurses' earnings. When this supplement is being paid, her sick leave will be deducted at the rate of one-quarter (1/4) day for each day off duty.

ARTICLE 21 PORTABILITY OF BENEFITS

- 21.00 In cases where active treatment hospitals are phased out or changed to health facilities other than active treatment; and where hospitals amalgamate services with consequent displacement of nurses, a nurse who transfers without a break in service, from one hospital to another hospital with the approval of both hospitals concerned shall:
- a) Sick leave - Have sick leave credits accumulated in the first hospital recognized in the second hospital.
 - b) Vacation leave - have years of service for vacation entitlement recognized in the second hospital. Providing the hospital is indemnified against any claim under Section 30 of the Labour Standards Code, all vacation time that has been accrued but not taken in one institution shall be transferred and granted in the second institution.
 - c) Increments - The salary increment step and anniversary date attained in the first hospital will be portable to the second hospital.

ARTICLE 22 TERMINATION OF EMPLOYMENT

- 22.00 Four (4) weeks written notice shall be given regarding termination of employment be either the Hospital or the nurse, unless mutually satisfactory arrangements are made otherwise. The nurse shall receive accrued vacation credits, and any other pay owing on the effective day of termination, provided such notice is given.
- 22.01 It shall be deemed a violation of this Agreement subject to the grievance and arbitration procedures herein, if a nurse is discharged, suspended or otherwise disciplined for unjust reasons.

ARTICLE 23 TRANSPORTATION

- 23.00 Nurses who leave work or return to work between 2400 hours and 0600 hours or are called back shall have their taxi fares paid to a maximum of five dollars (\$5.00) per trip, or shall be given an allowance of eighteen cents (\$.18) per kilometer if they use their own means of transportation.

ARTICLE 24 - TRANSPORTATION BY AMBULANCE

- 24.00 (a) An ambulance trip to Halifax shall constitute a twelve (12) hour shift, of which eight (8) hours shall be paid at straight time and four (4) hours at time and one-half (1½) in accordance with Article 7.08 of the Agreement.
- (b) Time worked at the Hospital during a regular scheduled shift immediately prior to an ambulance trip shall be added to the twelve (12) hour ambulance allowance and all hours in excess of eight (8) hours shall be paid in accordance with Article 7.08 of the Agreement.
- (c) A nurse called out to work on an ambulance trip on her scheduled day off shall be compensated according to Article 7.08 of this Agreement.
- (d) The nurse shall be reimbursed by the Hospital for any reasonable out-of-pocket expenses associated with the trip, on presentation of claim.
- (e) The twelve (12) hour allowance specified in items No. 1 and 2 may be extended by up to an additional three (3) hours where time in transit and time spent at the Hospital exceed twelve (12) hours.

ARTICLE 25 ALCOHOL AND DRUG ADDICTION

25.00 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Hospital and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated programme directed to the objective of their rehabilitation.

If required, the provisions of Article 9.00 and 9.06 of the Collective Agreement shall apply.

ARTICLE 26 PERSONNEL FILES AND PERFORMANCE APPRAISALS

- 26.00 a) Upon request, a nurse shall be permitted to view her personnel file. References or appraisals given from outside the Hospital shall not be shown to the nurse, it being understood that any such appraisals that have been withheld from a nurse shall not be introduced as evidence at a disciplinary hearing.
- b) Where the Hospital maintains a performance appraisal program, such appraisals shall be discussed with the nurse. The nurse shall have twenty-four (24) hours to assess the evaluation and shall have an opportunity to sign and comment on that evaluation.

Upon request, a copy of the evaluation shall be given to the nurse when she signs the evaluation.

ARTICLE 27 LABOUR DISPUTE

27.00 A nurse shall not accumulate the benefits under this collective agreement for any period of time during which she has not provided her services as a result of a labour dispute.

ARTICLE 28 TERM OF AGREEMENT

28.00 This Agreement shall be for the period commencing April 1, 1984, and ending March 31, 1986, and shall remain in effect from year to year thereafter unless one of the parties hereto notifies the other in writing within a period of not less than sixty (60) working days prior to the automatic renewal date of its intention to revise or amend this Agreement or to conclude a new Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement
on this 24 day of Oct, 1988, at North Sydney, N.S.

FOR THE HOSPITAL

Phil Barry
J. A. Higgins

FOR THE UNION

Doreen Colanin
Elizabeth MacLeod

NORTHSIDE HARBOUR VIEW HOSPITAL

APPENDIX "A"

HOURLY AND YEARLY RATES - NURSING

(A) EFFECTIVE APRIL 1, 1984 - MARCH 31, 1985

(B) EFFECTIVE APRIL 1, 1985 - MARCH 31, 1986

AUTOMATIC YEARLY INCREMENTS AFTER

CLASSIFICATION		START	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	
GRADUATE NURSE (not registered)	(A)	HRLY	11.7137	12.0408	12.4216	12.858	13.3487	
		YRLY	22,920	23,560	24,305	25,159	26,119	
	(B)	HRLY	12.1824	12.5223	12.9189	13.3722	13.8827	
		YRLY	23,837	24,502	25,278	26,165	27,164	
STAFF NURSE (registered)	(A)	HRLY	11.8844	12.2115	12.5923	13.0287	13.5194	14.0642
		YRLY	23,254	23,894	24,639	25,493	26,453	27,519
	(B)	HRLY	12.3603	12.7001	13.0962	13.55	14.0601	14.6269
		YRLY	24,185	24,850	25,625	26,513	27,511	28,620
SPECIAL UNIT NURSE	(A)	HRLY	12.2115	12.5923	13.0287	13.5194	14.0642	14.5732
		YRLY	23,894	24,639	25,493	26,453	27,519	28,515
	(B)	HRLY	12.7001	13.0962	13.55	14.0601	14.6269	15.1558
		YRLY	24,850	25,625	26,513	27,511	28,620	29,655

SPECIAL UNITS include Emergency Unit and Operating Room (including Recovery Room).

EDUCATIONAL PREMIUMS

- (a) Post-Graduate Course (3 months - 6 months)-
For a course which is a minimum of three months duration and where the course content is directly related to the position the nurse is working in, one hundred twenty dollars (\$120) will be added to the nurse's basic annual rate of pay.
- (b) Post-Graduate Course (6 months or more)
For a course which is a minimum of six months duration, and where the course content is directly related to the position the nurse is working in, three hundred dollars (\$300) will be added to the nurse's basic annual rate of pay.
- (c) B.N., B.Sc.N.
\$660.00 per annum will be added to the basic annual rate for any Registered Nurse in the bargaining unit.
- (d) Masters Degree in Nursing
\$900.00 per annum will be added to the basic annual rate for any registered Nurse in the bargaining unit.

Only one educational premium shall be paid at one time. A Nurse who qualified for more than one premium shall only receive the highest premium for which she qualifies.

APPENDIX "B"

PROFESSIONAL PRACTICE COMMITTEE

(JOINT HOSPITAL-UNION)

The Hospital and Nurses Union shall be represented on this Committee by no more than three (3) representatives each.

The Committee shall meet at the request of either party, but at least three (3) times a year.

This Committee shall be established to discuss and make recommendations of a general or nursing nature not related to collective bargaining. Such recommendations may be made to the board by representatives of the Committee when it is deemed to be in the best interest of both parties. This Committee shall not in any way interfere with staff or head nurse meetings presently being held in the Hospital.

Topics for discussion may be agreed upon by the Committee but shall include such things as concerns related to nursing problems, complaints re work load, staffing, orientation.

If major changes in shift schedules now in effect are anticipated, these changes will be discussed with the Professional Practice Committee prior to their implementation.

Committee members shall not suffer a loss of regular pay whilst attending Committee meetings.

LETTER OF AGREEMENT

1. It is understood and agreed under the intent of Article 7.01 the Hospital will attempt to limit the number of night shifts to not more than five (5) consecutive night shifts for nurses who rotate.
2. It is understood and agreed that under Article 7.05 of this Agreement that the Hospital will give nurses as many weekends off as is possible.
3. It is understood and agreed that the solicitors for the Hospital and the Union will be privy to the amount of liability coverage the Hospital carries for its nurses and the solicitor for the Union can advise the Union as to whether he feels that the nurses are adequately protected. However, he cannot divulge the amount of the coverage carried by the Hospital.
4. It is understood and agreed that no nurse will lose her job as a result of active treatment hospitals phasing out or changing to health facilities other than active treatment, or where the hospitals amalgamate services.

SIGNED on this 24 Day of Oct, 1984, AT North Sydney, N.S.

FOR THE HOSPITAL

Phyllis Henry
J. A. Rogers

FOR THE UNION

James Colaney
Ernest McNeil

LETTER OF AGREEMENT

The parties agree that within thirty (30) days of signing the Collective Agreement between the Hospital and the Nurses Union, a committee shall be established for the purpose of discussing problems related to staffing.

This Committee shall be comprised of the Local Union President and the Hospital Administrator who shall alternate as Chairman. The balance of the Committee shall be comprised of up to three (3) members elected or appointed by the local nurses union and up to three (3) representatives appointed by the hospital.

The purpose of this committee shall be:

1. To examine and define the problems incurred by both parties in respect to staffing and such problems shall include:
 - (a) the filling of short term and long term absences.
 - (b) transfers of existing nursing staff from one unit to another.
 - (c) scheduling.
 - (d) workload.
2. To develop solutions for rectifying problems discussed by the committee.
3. To recommend to the appropriate authority the implementation of the solutions.

The committee shall meet within ten (10) days of its appointment and at least once a month thereafter and/or at the request of either party to this letter of agreement.

SIGNED an this 24 day of Oct, 1984, AT North Sydney, N.S.

FOR THE HOSPITAL

[Signature]
J. A. Higgins

FOR THE UNION

[Signature]
[Signature]

MEMORANDUM OF AGREEMENT

BETWEEN: Northside Harbor View Hospital

- and -

Northside Harbor View Hospital Local
of the Nova Scotia Nurses Union

The parties hereto agree to a "twelve (12) hour" shift on the Units listed on page 32. The parties agree to modify the Collective Agreement for nurses on "twelve (12) hour" shift employed in the above mentioned unit. The clauses noted below shall replace their numbered equivalent in the Collective Agreement. All other provisions of the Collective Agreement shall apply.

4.11 The Probationary period is that period prior to four hundred and ninety-five (495) hours of work; employment may be terminated at any time during this period. A regular nurse who is rehired within one (1) year of resigning from the Hospital will be required to serve a probationary period of three hundred and thirty (330) hours of work.

7.00 The hours of work shall be seventy-five (75) hours per two week period divided into six (6) shifts of eleven and one-quarter (11.25) hours/shift plus one (1) seven and one-half (7½) hour shift.

The eleven and one-quarter (11 1/4) hour shift shall be exclusive of forty-five (45) minutes, one-third (1/3) of which shall be used in conjunction with a paid fifteen (15) minute period to become a second designated meal break. This eleven and one-quarter (11 1/4) hour shift shall include at least two (2) designated fifteen (15) minute coffee breaks.

The meal and coffee breaks for the seven and one-half (7½) hour shifts shall be in accordance with Article 7.00 of the main Agreement.

7.01 Regular nurses shall not be required to work more than four (4) consecutive shifts between days off.

7.03 A twenty-four (24) hour notice will be given when the hours of work have to be changed. If the hours of work are changed by the Hospital without twenty-four (24) hours notice, overtime rates will be paid for the newly assigned shift.

7.04 Each nurse shall receive seven (7) days off in each two week period.

- 7.05 If operational requirements permit, the Hospital will grant every second weekend off.
- 8.02 Nurses working a "twelve (12) hour shift", the majority of which falls between 1800 and 0600 hours, will be paid a premium of ~~Three Dollars and Eighty-Three Cents (\$3.83)~~.
- 9.00 Paid sick leave shall accumulate and be granted at the rate of eighteen and three-quarter (18 3/4) hours per month worked, effective the first day of employment. The maximum amount of accumulation shall be eleven hundred and ~~twenty-five~~ (1125) hours.
- 10.00 a) Paid vacation shall be scheduled from the day shift rotation and be granted on the following basis:
- less than one (1) year of service - 9.375 hours for each one hundred ~~sixty-five~~ (165) hours worked
 - over one (1) year of service, but less than four (4) years of completed service - at the rate of one hundred twelve and one-half (112.5) hours per year
 - over four (4) years of completed service at the rate of one hundred and fifty (150) hours per year
 - after eighteen (18) years of continuous service at the rate of one hundred eighty-seven and one-half (187.5) hours per year
- b) Nurses shall be permitted to exchange shifts as outlined in Article 7.02 of the Collective Agreement, to provide for day shift scheduling as required in Article 10.00(a) herein.
- 10.06 Any regular scheduled hours for which compensation was paid shall be considered working hours for the purpose of calculating vacation.
- 10.09 Nurses will receive seven and one-half (7½) paid hours off on or for the statutory holidays outlined in Article 10.09 of the Collective Agreement.
- 10.13 When a holiday falls within the vacation period, the nurse is entitled to an additional seven and one-half (7½) hour day.
- 10.14 For nurses who work a twelve (12) hour shift on a statutory holiday outlined in Article 10.09 of the Collective Agreement, the Hospital will:
- (a) pay the nurse an amount equal to thirteen (13) hours pay at straight time rates and grant her eleven and one-quarter (11.25) hours off with pay at a rate mutually agreed between the Hospital and the nurse.

- (b) or, by mutual agreement, pay the nurse time and one-half for all hours worked and grant her seven and one-half (7½) hours off.
- (c) or, by mutual agreement, pay the nurse an amount equal to twenty-four and one-quarter (24.25) hours pay at straight time rates.

This memorandum of Agreement shall be binding on both parties for a trial period of eight (8) months effective from _____, but during this trial period it may be terminated at any time by mutual agreement between the parties.

Notice to terminate this memo upon expiration of the trial period must be given by either party at least sixty (60) calendar days prior to expiration of the trial period. After expiration of the trial period, this memorandum shall remain in effect unless one party gives to the other party sixty (60) calendar days notice of its intention to terminate this agreement. After such sixty (60) days notice, this agreement shall become null and void and the provisions established in the Collective Agreement shall apply.

SIGNED in NORTH SYDNEY this 24 day of Oct, 1984.

FOR THE HOSPITAL

Paul Slaney
J. R. Higgins

Leis Deuce
Witness

FOR THE UNION

Warren Tolancy

Stephen McNeil

?
Witness

NORTHSIDE HARBOR VIEW HOSPITAL

12 Hour Shift Units

The following listed nursing units shall work 12 hour shifts, subject to the trial period and termination provisions of the Memorandum of Agreement.

Paediatrics
Second Medical
Third East Surgical
Third West Medical
Obstetrics
Fifth West
Out Patients Department
Float Group
Extended Care

NORTHSIDE HARBOR VIEW HOSPITAL

12 Hour Shift Units

The following listed nursing units shall work 12 hour shifts, subject to the trial period and termination provisions of the Memorandum of Agreement.

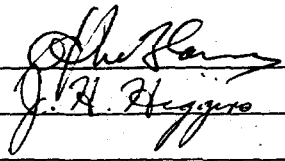
Paediatrics
Second Medical
Third East Surgical
Third West Medical
Obstetrics
Fifth West
Out Patient Department
Extended Care - D.V.A.

The above shall also apply to the group of staff nurses known as the "Float Group".

All of the above-mentioned units and the Float Group have completed the probationary period.

SIGNED in NORTH SYDNEY this 24th day of October, 1984.

FOR THE HOSPITAL

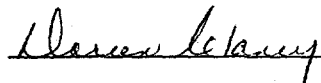


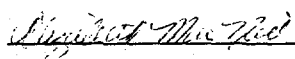
J. H. Higgins




Witness

FOR THE UNION







Witness

