

Part--Time

SOURCE	Orvion		
EFF. <i>yes</i>	88	03	01
TERM.	91	03	31
No. OF EMPLOYEES	99		
NOMBRE D'EMPLOYÉS	<i>99</i>		

COLLECTIVE AGREEMENT

BETWEEN:

WOODSTOCK GENERAL HOSPITAL
(hereinafter referred to as "**the Hospital**")

- and -

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

EXPIRY: 31 March, 1991

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ONA PART-TIME AGREEMENT

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

1.02 It is **recognized** that nurses wish to work together with the Hospital to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE 2 - DEFINITIONS & GRADUATE NURSES

2.01 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act.

2.02 A graduate nurse is defined as -a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. Where a nurse fails to **complete** such certification requirements, she will be terminated from the employ of the Hospital. Such **termination** shall not be subject matter of grievance or arbitration procedure. The foregoing does not apply to nurses employed prior to October **23, 1981**, except those currently in the process of completing certification requirements who shall be required to complete such certification in accordance with the **provisions** of the existing Collective Agreement.

2.03 A full-time nurse is a **nurse** who is regularly scheduled to work the normal full-time hours referred to in Article **13** of the full-time Collective Agreement.

2.04 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article **13** of the full-time Collective Agreement and **who** offers to make a commitment to be available for work on a regular predetermined basis. All other **part-time** nurses shall be considered casual nurses. **The** predetermined basis upon **which** the commitment to be available is made shall be determined in local negotiations.

- 5.03 The amount of **the regular monthly** dues shall be **those authorized by the Association** and the Provincial Secretary-Treasurer of the Association shall notify the Hospital of **any** changes therein and such notification shall be the Hospital's conclusive authority to make the **deductions** specified.
- 5.04 In consideration of the deducting and forwarding of Association dues by the **Hospital**, the Association agrees to indemnify and save **harmless** the Hospital **against** any claims or liabilities arising or resulting from the operation of this Article.
- 5.05 The amounts so deducted shall be **remitted** monthly to the Provincial Secretary-Treasurer of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of **nurses** from whom deductions were made, including 'deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of **this** list will be sent to the local **Association**.
- 5.06 The Hospital agrees that an officer of the Association or nurse representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their **probationary** period. **During** such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance as determined by local negotiation and may be arranged collectively or individually by the Hospital.

NOTE: 'The list provided for in Article **5.05** shall include any other information that is currently provided to **ONA**. Additionally, the **Hospital** will provide each nurse with a **T-4 Supplementary Slip** showing the dues deducted in the previous year for income tax **purposes** where such information is or becomes readily **available** through the Hospital's payroll system.

ARTICLE 6 - REPRESENTATION AND COMMITTEES.

- 6.01 Nurse Representatives & Grievance Committee
- (a) The Hospital **agrees to recognize** nurse representatives **to be elected** or appointed from amongst nurses in the bargaining unit for the purpose of dealing with **Association** business as provided in this Collective Agreement. The number of representatives and the areas which they **represent** are set out in the Appendix of Local Provisions.

- (i) promoting **and** providing effective and meaningful communication of information **and** ideas; making joint recommendations on matters of concern including the quality **and** quantity of nursing care;
- (ii) dealing with complaints referred to it in accordance with the provisions of Article **8**, Professional Responsibility;
- (iii) discussing **and** reviewing matters relating to orientation and in-service programs.

(d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Association attending at **such** meetings.

6.03

(a) The Hospital agrees to **recognize** a Negotiating Committee comprised of representatives, **of** the Association for the purpose of **negotiating** a **renewal** agreement. The number of nurses on the **Negotiating** Committee is set out in **the** Appendix of Local Provisions. The Hospital agrees to pay members of the Negotiating Committee for time spent during regular working hours **in** negotiations with the Hospital for a **renewal** agreement up to, but not including, arbitration.

(b) Central Negotiating Team

In central bargaining **between** the Ontario Nurses' Association and **the** Participating Hospitals, **a** nurse serving **on** **the** Association's Central Negotiating Team shall be **paid** for time lost from her regularly scheduled straight time working hours at her regular rate of pay, and without loss of leave credits, for attending central **negotiating** meetings with the Hospitals' Central Negotiating Committee up to, but not **including**, arbitration.

Central Negotiating Team members shall **receive** **unpaid** time off for the purpose of preparation **for** negotiations. The Association will advise **the** Hospitals concerned, as far in advance as possible, of the dates for which leave is **being** requested.

Upon reference to arbitration, the Central **Negotiating Team** members shall receive unpaid **time** off for **the** purpose of attending arbitration hearings.

- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any **representative** appointed or selected in accordance with **(b)** hereof, shall serve for a term of at least **one (1)** calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident **Prevention - Health and Safety Committee in accordance with the** foregoing, **shall be granted** and any representative(s) attending **such** meetings during their regularly scheduled hours of work, **shall** not lose regular earnings as a result **of such** attendance.
- (g) **The Association agrees** to endeavour to obtain **the full cooperation of its membership in the** observation of all safety rules and practices.
- (h) **All time** spent by a member of the Accident Prevention - Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Hospital at her **regular rate and** she shall be entitled to such time **from** work as is necessary to attend scheduled meetings.
- (i) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. **If such a transfer** is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of **absence** before commencement of the current contractual maternity leave.
- (j) Where the Hospital identifies high risk areas where nurses are exposed to **infectious or** communicable diseases for which **there are** available protective medications, such **medications** shall be provided at no cost to the nurses.

NOTE: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Hospital and the other Unions representing employees of the Hospital.

6.05 The Association may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.

Step No. 1

The nurse may submit a written grievance, signed by the nurse, to her immediate **supervisor**. The grievance shall be on a form referred to in Article **7.09** and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be **violated**. The immediate supervisor will deliver her decision, in writing within nine **(9)** calendar days following the day on which **the** grievance was presented to her. Failing settlement, **then**:

Step No. 2

Within nine **(9)** calendar days following the decision under Step No. **1**, the nurse may submit the written grievance to the Director of Nursing or her designate who will deliver her decision in writing within nine **(9)** calendar days from the date on which the written grievance was presented to her. The parties may, if they so **desire**, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, **then**:

Step No. 3

Within nine **(9)** calendar days following the decision in Step No. **2**, the grievance may be submitted in writing to the Hospital Administrator or her designate. A meeting will then be held between the Hospital Administrator or her designate and the Grievance Committee within nine **(9)** calendar days of the submission **of** the grievance at Step No. 3 unless extended by **agreement** of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the **grievor** may be present at the meeting. **It** is further understood **that** the Hospital Administrator or her designate may have such counsel and assistance as she may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine **(9)** calendar days following the date of such meeting.

7.04 A complaint or **grievance** arising directly between **the** Hospital and **the** **Association** concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen **(14)** calendar days following the **circumstances** giving rise to the **complaint** or grievance. A grievance by the Hospital shall be filed **with** the Local President or her designate.

7.05 Where a number of nurses have **identical** grievances and each nurse would be entitled to grieve separately they

- 7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Association will be final and binding upon the Hospital and the Association and the nurses.
- 7.09 Association grievances shall be on the form set out in Appendix 1.
- 7.10 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 7.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance

- (b) (i) The list of Assessment Committee Chairpersons is attached as Appendix 2.

The parties agree **that** should a Chairperson be required, **the** Ontario Hospital Association and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be **utilized** on the **alphabetical** listing of Chairpersons. The **name** to be provided will be the top **name** on the list of Chairpersons who has not been previously **assigned**.

Should the Chairperson who is **scheduled** to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Hospital or community, the next person on **the** list will be approached to act as Chairperson.

- (ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

8.02 Orientation and In-Service Program

The Hospital **recognizes** the need for a Hospital Orientation Program of such duration as it may deem appropriate taking into consideration the needs of **the** Hospital and the nurses involved.

- 8.03 Before **assigning** a newly hired nurse in charge of a nursing **unit**, the Hospital will first provide orientation, **in** accordance with Article **8.02**, both to the Hospital and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of her orientation program providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.

- 8.04 Regular part-time nurses recalled from layoff under Article **10.06** (a) and regular part-time **nurses** whose probationary period has been extended under Article **10.01** and regular part-time nurses who transfer on a permanent **basis** may be provided any orientation determined necessary by the Hospital. A request **by** such a nurse **for orientation** shall not be **unreasonably** denied.

- 8.05 Both the Hospital and the Association **recognize** their joint responsibility and commitment to provide, and to

course of their duties, the Hospital agrees that necessary computer training will be provided at no cost to the nurses involved.

ARTICLE 9 - ACCESS TO FILES

9.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be **first** reviewed with the nurse. The nurse shall initial such **evaluation** as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the nurse.

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the **presence of her** supervisor. A copy **of** the evaluation **will be provided** to the nurse at her request.

No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

9.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen **(18)** months following the receipt of such letter, suspension or other **sanction** provided that such nurse's record has been discipline free for one year.

ARTICLE 10 - SENIORITY

10.01 (a) Newly hired **part-time** nurses shall be considered to be on probation for a period of sixty **(60)** tours worked **(450)** hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the nurse shall be credited with seniority for the sixty tours **(450)** hours) worked. With the written consent of the Hospital, **the** probationary nurse and the President of the Local Association or her designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Association at least fourteen **(14)** calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the **probationary** period will not exceed an additional sixty **(60)** tours **(450)** hours) worked and, where requested, the Hospital will advise the nurse and the Association of the basis of such extension.

(b) A nurse who transfers from casual part-time **or** full-time to regular part-time status shall not

- 10.03 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or in the event she is transferred from casual to regular part-time or vice-versa. A nurse whose status is changed **from** full-time to part-time shall receive credit for her full seniority and service on the basis of **1500** hours worked for each year of full-time seniority or service. A nurse whose status is changed **from** part-time to full-time shall receive credit for her **full** seniority and service on the basis of one year of seniority or service for each **1500** hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- 10.04 A regular part-time nurse shall lose all service and seniority and shall be deemed to have terminated if she:
- (a) leaves of her own accord;
 - (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (c) has been laid off for twenty-four **(24)** calendar months;
 - (d) refuses to continue to work or return to work during an **emergency** which seriously affects the Hospital's **ability** to provide adequate patient care, unless a satisfactory reason is given to the Hospital;
 - (e) is absent from scheduled work for a period of three **(3)** or more consecutive scheduled **working** days without notifying the Hospital **of such** absence and providing a satisfactory reason to the Hospital;
 - (f) fails to return to work (subject to the provisions of Article **10.04 (e)**) upon termination of an **authorized** leave of absence without satisfactory reason or **utilizes** a leave of absence for purposes other than that for which the leave was granted;
 - (g) fails upon being notified of a recall to signify her intention to return within five **(5)** calendar days after she has received the **notice** of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within **seven (7)** calendar **days** after she has received the notice of recall or such further period of time as may be agreed **upon** by the parties;

subsequently determined that she cannot **satisfactorily** perform the job to which she was promoted, the Hospital will attempt, during the **first thirty (30) tours (225 hours for nurses whose regular hours of work are other than the standard work day)** worked from the date on which the nurse was first assigned to the vacancy, to return her to her former job, and the filling of the subsequent vacancies will **likewise** be reversed.

- (d) Vacancies which are not expected to exceed sixty **(60) calendar** days and vacancies caused due to **illness, accident,** leaves of absence (including **maternity**) may be filled at **the discretion** of the Hospital. In filling **such vacancies,** consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to **utilizing** non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where **part-time** nurses fill temporary full-time vacancies, **such nurses shall** be considered regular part-time and shall be covered by the terms of the part-time Collective Agreement. Upon completion of the temporary vacancy, **such nurse shall** be reinstated to her former **position** unless the position has been discontinued, in which case she shall be given a comparable job.
- (e) The Hospital **shall** have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (f) A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for **a** further permanent vacancy for a period of up to six **(6)** months from the date of her selection.
- 10.06 (a) A **layoff** of regular part-time nurses shall be made on the **basis** of seniority provided that the regular part-time nurses who are entitled to remain on the basis of **seniority are** qualified to perform the available work. Subject to the **foregoing,** probationary nurses shall be the first **laid off.**

the Hospital will meet with the local Association to review the reasons and expected duration of the bed cut-back or cut-back in service, realignments of service or staff and its effect on nurses in the bargaining unit.

Any agreement between the Hospital and the local Association resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

- 10.08 (a) A regular part-time nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event that the part-time nurse is returned to a position in the bargaining unit, she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that a regular part-time nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a part-time nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- 10.09 (a) Head Nurses and Supervisors excluded from the bargaining unit shall not perform duties normally performed by regular part-time nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to regular part-time nurses in the bargaining unit.
- (b) The Hospital shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

and the Association agrees to reimburse the Hospital in the **amount** of the full cost of such salary and applicable benefits,

11.04 Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to **the** Hospital, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two **(2)** consecutive years. There shall be no loss of service or seniority during such **leave** of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount **of** the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the **Hospital** of her intention to return to work at least two **(2)** weeks prior to the date of such return.

11.05 Bereavement Leave

A regular part-time nurse who notifies the **Hospital** as soon as possible following a bereavement shall be **granted** three **(3)** consecutive working days off without **loss** of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. Where a nurse does not **qualify** under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

11.06 Jury & Witness Duty

If a regular part-time nurse is required to serve as a **juror** in any court of law, or is required to attend as a witness in a court **proceeding** in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case **arising** from the nurse's duties at the hospital, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies the Hospital **immediately** on the nurse's notification that she will be required to attend court:

whose ~~regular~~ hours of work are other than the standard work day).

The Hospital will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (g) The Hospital may request a part-time nurse to commence maternity leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (h) Effective April 1, 1988 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

11.08

Adoption Leave

- (a) Where a nurse with at least ten (10) months of continuous service legally adopts a child, such nurse shall be entitled to a leave of absence, without pay, for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. The nurse shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of

11.10 Professional leave with pay will be granted to regular part-time nurses who are elected to the College of Nurses to attend regularly scheduled **meetings** of the College of Nurses.

Any **employee** who is on an **authorized** leave of absence as of October **23, 1981**, shall be **entitled** to continue the leave **in** accordance with the terms thereof.

11.11 Pre-paid Leave Plan

Effective April **1, 1989**, the Hospital agrees to introduce a **pre-paid** leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is **available to nurses wishing** to spread **four (4) year's salary** over a **five (5) year period**, in accordance with **Part LXVIII of the income. Tax Regulations, Section 6801**, to enable **them to take a one (1) year** leave of absence following the **four (4) years** of salary deferral.
- (b) The nurse must make written application to the Director of Nursing at least **six (6) months** prior to the intended commencement **date** of the program (i.e., the salary deferral portion), stating the intended purpose of **the** leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August **31** the following year or such other **twelve (12) month period** as may be agreed upon by the nurse, the **local** Association and the Hospital.
- (d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the **four (4) years** of salary deferral, **20%** of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.

- (b) The period of salary deferral and the period for which the leave is requested.
- (c) The manner in which the deferred salary is to be held.

The letter of application from the **nurse** to the **Hospital** to enter the **pre-paid** leave program will be appended to and form part of the written agreement.

ARTICLE - SICK LEAVE AND LONG-TERM DISABILITY

- 12.01 Part-time nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.02 A nurse who transfers from full-time to part-time may **elect** to retain her accumulated sick leave credits to be **utilized** during part-time or subsequent full-time employment as provided under the sick leave plan in which **she** participates as of October **23, 1981**.

ARTICLE 13 - HOURS OF WORK

- 13.01 The following provision designating regular hours on a daily tour and regular daily tours over **the** nursing schedule determined by **the** Hospital shall not be **construed** to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

Subject to Article 13.02 below:

- (a) The normal daily tour shall be seven and one-half (**7 1/2**) consecutive hours in any twenty-four (**24**) hour period exclusive of an unpaid one-half (**1/2**) hour meal period, it being understood that at the change of tour there will normally be additional time **required** for reporting which shall be **considered** to be part of the normal daily tour, for a period of up to fifteen (**15**) minutes duration. Should the reporting time extend beyond fifteen (**15**) minutes, **however**, the entire period shall be considered overtime for the purposes of payment under Article 14.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (**15**) minutes for each half tour. The **scheduling of** meal periods and relief periods **shall be** determined by local negotiations.

Hospital agrees that if the Collective Agreement provided a greater premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

- 14.02** Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four **(24)** hour period either as a result of change in tour on the request of a nurse or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two nurses.
- 14.03** Work **scheduled** by the Hospital to which a premium is **attached** under scheduling **regulations** contained in the Collective Agreement and set out in the Appendix of Local Provisions shall be paid at one and one-half **(1 1/2)** times the nurse's regular straight time hourly rate or as otherwise provided.
- 14.04** Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and **one-half (1 1/2)** her regular straight time hourly rate as a result of **14.03** above and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall receive two **(2)** times her regular straight time hourly rate for such additional hours worked.
- 14.05** A part-time nurse who reports for work as scheduled, unless otherwise notified by the **Hospital**, shall **receive** a minimum of four **(4)** hours' pay at **her** regular straight time hourly rate. She shall be required to **perform** any nursing duties assigned by the Hospital **which** she is capable of doing, if her regular duties are not available.
- 14.06** Where a regular part-time nurse **has** completed her regularly scheduled tour and left the hospital and is **called** in to work **outside her** regularly scheduled working hours, or where a nurse **is** called back from standby, she shall **receive** time and one-half **(1 1/2)** her regular straight time hourly rate for all hours worked with a minimum guarantee of four **(4)** hours' pay at time and one-half **(1 1/2)** her regular straight time hourly rate except to the extent that such four **(4)** hour period overlaps or extends into her regularly scheduled shift. In such a case, she will **receive** time and one-half **(1 1/2)** her regular straight-time hourly rate **for** actual hours worked up to the commencement of her regular shift.

- (d) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation **and** consideration will be given to any special circumstances not dealt with under the foregoing provisions.

NOTE: The Hospital agrees to continue to pay any greater monetary benefit for ambulance escort duty if such **greater** benefit was paid by the Hospital under a Collective Agreement immediately prior to this Agreement. This note applies at Hospitals where this superior condition exists as of December **14, 1987**.

- 14.11 (a) The posting of work schedules for regular part-time nurses shall be determined by local negotiations. It shall be the responsibility of the **regular** part-time nurse to consult posted work **schedules**. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the regular part-time nurse.
- (b) Where less than twenty-four (**24**) hours' notice is given personally to the regular part-time nurse, time and one-half (**1 1/2**) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule. Such changes shall not be considered a lay-off.
- (c) Where a nurse is called in to work a regular shift less than two (**2**) hours prior to the commencement of the shift, and arrives within one (**1**) hour of the commencement, then she will be paid for a full tour provided that she works until the normal completion of the tour.
- (d) Casual part-time nurses whose work schedule has been prescheduled and whose schedule is changed with less than twenty-four (**24**) hours notice then paragraph (b) - shall apply to casual part-time nurses.

14.12 When a nurse is required to travel to the hospital or to return to her home as a result of reporting to or off work between the hours of **2400 - 0600** hours, or at any time while on standby, the Hospital will **pay** transportation costs either by taxi or by her own **vehicle** at the **rate** of thirty-five cents (**35¢**) per mile (to a **maximum** of fourteen dollars (**\$14.00**)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the **Hospital** satisfactory proof of payment of such taxi fare.

3 week entitlement - 6%

4 week entitlement - 8%

5 week entitlement - 10%

6 week entitlement - 12%

Equivalent years of service, calculated pursuant to the formula set out in Article 16.03, shall be used to determine vacation entitlement.

Casual part-time nurses will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Such vacation pay will be paid on monies earned on or after April 1, 1988. Equivalent years of service will be based on the casual part-time nurse's seniority established under Article 10.02 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

16.02 A part-time nurse who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

16.03 For the purpose of vacation entitlement, service for those nurses whose status is changed, on or after October 23, 1981, from part-time to full-time or vice-versa, shall mean the combined service as a part-time and full-time nurse employed by the Hospital and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

16.04 Scheduling of vacations shall be in accordance with the schedule of local provisions.

NOTE: Part-time nurses (including casual nurses) who presently enjoy better vacation pay benefits under the provisions of a Collective Agreement immediately prior to this Agreement, shall continue to receive better benefits while employed by the Hospital.

ARTICLE 17 - MISCELLANEOUS

17.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Association. The cost of printing the Collective Agreement will be shared equally by the Hospital and the local Association.

Effective April 1, 1989

Start	\$ 16.17
1 Year	17.03
2 Years	17.29
3 Years	17.60
4 Years	18.04
5 Years	18.40
6 Years	18.80
7 Years	19.24
8 Years	19.53

Note: Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "8 years" level on the salary schedule, effective April 1, 1989.

Effective April 1, 1990

Start	\$ 16.81
1 Year	17.71
2 Years	17.98
3 Years	18.31
4 Years	18.76
5 Years	19.13
6 Years	19.55
7 Years	20.01
8 Years	20.31
9 Years	20.62

Note: Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "9 years" level on the salary schedule, effective April 1, 1990.

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

Applicable straight time hourly rate + 14%.

(c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits.

- (b) Where the Hospital temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a **period** of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, she shall be paid a premium of seventy-five cents (~~75¢~~) per hour for such duty in addition to her regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- (c) Graduate Nurses who become Registered Nurses shall be **placed** on the level in the Registered Nurse's salary grid which represents an **increase in salary**.
- (d) Group, Unit or Team Leader

Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of nurses, and/or be assigned overall responsibility for patient care on the unit, ward, **or** area, for a tour of duty, she shall be paid a premium of forty cents (~~40¢~~) per hour in addition to her regular salary and applicable premium allowance.

18.05

- (a) Claim for recent related clinical experience, if any, shall be made in writing by the part-time nurse at the time of **hiring on** the application for employment form or otherwise. The part-time nurse shall co-operate with the **Hospital** by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Hospital will credit a new part-time nurse with one (1) annual service increment for every two (2) years of experience (**calculated** pursuant to the formula set out in **Article 16.03**) up to a maximum of Level 6 (**i.e., 5th** year increment). If a period of more than two (2) years has elapsed since **thenurse** has occupied a full-time or a part-time **nursing** position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital.
- (b) Where a casual nurse hired **between October 1, 1987 and March 31, 1988** transfers to regular part-time, she **may** make a claim under (a) above at the time of the transfer, provided the transfer occurs within six (6) months of the nurse's date of hire.

Any change in the rate established by the Hospital either through **meetings** with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- (b) If a nurse becomes disabled with the result that she is unable to carry out the regular functions of her **position**, the Hospital may establish a special **classification** and salary with **the hope of** providing an opportunity for continued employment.

18.09 Education Allowance

Provisions in existing Collective Agreements providing for educational allowances shall be continued in effect.

ARTICLE: **19**- JOB SHARING

- 19.01** Job sharing is defined as an arrangement whereby two or more nurses share the hours of work of what would otherwise be one full-time position.

If the Hospital agrees to a job sharing **arrangement**, the introduction or discontinuance of such **job sharing** arrangements will be determined locally.

Once the Hospital has determined that a vacancy exists and has agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined locally and will be filled in accordance with Article **10.06** of the Full-time Collective Agreement or Article **10.05** of the Part-time Collective Agreement.

The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the Part-time Collective Agreement.

ARTICLE:

- 20.01** Unless **existing** benefits, rights, privileges, practices, terms or **conditions** of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to **continue in effect**.

It is, however, hereby confirmed that where such references are made to existing Superior Conditions that **they** refer to conditions existing prior to October **23, 1981**.

ARTICLE: 21- DURATION

- 21.01** This Agreement shall continue in effect until March 31,

1991

Signed at Woodstock, Ontario this 13th day of February, 1990.

FOR THE HOSPITAL

Ludj Ruffalo

Virginia A. Stetheland

FOR THE ASSOCIATION

Marsha Palmer
Employment Relations Officer

ONTARIO NURSES' ASSOCIATION GRIEVANCE REPORT



ONA LOCAL
GRIEVOR
DEPARTMENT

EMPLOYER

GRIEVANCE
NUMBER

STEP DATE SUBMITTED TO EMPLOYER

- 1.
- 2.
- 3.

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE

SETTLEMENT REQUESTED

SIGNATURE
OF GRIEVOR

SIGNATURE OF
ASSOCIATION REPRESENTATIVE

STEP

EMPLOYER'S ANSWER

DATE:

ONE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

DATE RECEIVED BY LOCAL

EMPLOYER'S ANSWER

DATE:

STEP

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

TWO

DATE RECEIVED BY LOCAL

EMPLOYER'S ANSWER

DATE:

STEP

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

THREE

DATE RECEIVED BY LOCAL

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE - CHAIRPERSONS

The following **nurses have** allowed their **names to** stand as Chairpersons -
Nursing Assessment Committees - in the **above** named sector.

1. Dr. Alice Baumgart
School of Nursing
Queen's University
Kingston, Ontario
2. Miss Margaret Charters
Assistant Administrator
Nursing and Patient Care
Hamilton General Hospital
Hamilton, Ontario
3. Mrs. Roxy Edwards
Executive Director
Bruce Peninsula Health Serv.
Warton, Ontario
4. Dr. Josephine Flaherty
Principal Nursing Officer
Health and Welfare Canada
Ottawa, Ontario
5. Ms. Gwen Heffernan
Director of Nursing Education
Ottawa Civic Hospital
Ottawa, Ontario
6. Ms. Pat Kirkby
Dean, School of Health
Sciences and Human Services
Fanshawe College
London, Ontario
7. Ms. Louise Lemieux-Charles
Doctoral Candidate
Health Administration
London, Ontario
8. Mrs. Maxine Pastirik
Program Developer
Niagara College of Applied
Arts & Technology
Welland, Ontario
9. Dr. Lucille Peszat
Canadian Centre for Stress
and Well. Being
Toronto, Ontario
10. Mrs. Helen Taylor
Health Care Consultant
M. I. Administrative Services Ltd.
Scarborough, Ontario
11. Ms. Judy Tiivel
Co-ordinator
Nursing Computer Project
Toronto Western Hospital
Toronto, Ontario
12. Ms. Kathleen Webb
Director of Nursing
Humber Memorial Hospital
Weston, Ontario

APPENDIX 3

SALARY SCHEDULE

A-1 The regular straight ~~time~~ hourly rates for all regular part-time nurses shall be as follows:

	<u>Registered Nurse</u>	<u>Graduate Nurse</u>
<u>April 1, 1989</u>		
Start	15.85	13.81
1 Year	16.45	
2 Years	16.71	
3 Years	17.01	
4 Years	17.39	
5 Years	17.73	
6 Years	18.12	
7 Years	18.55	
<u>April 1, 1990</u>		
Start	16.17	14.09
1 Year	17.03	
2 Years	17.29	
3 Years	17.60	
4 Years	18.04	
5 Years	18.40	
6 Years	18.80	
7 Years	19.24	
8 Years	19.53	
<u>April 1, 1991</u>		
Start	16.81	14.65
1 Year	17.71	
2 Years	17.98	
3 Years	18.31	
4 Years	18.76	
5 Years	19.13	
6 Years	19.55	
7 Years	20.01	
8 Years	20.31	
9 Years	20.62	

APPENDIX 4

SUPERIOR CONDITIONS

Non- applicable

APPENDIX 5

Appendix of Local Provisions
(Part-Time)

<u>Article</u>	<u>Definition</u>	<u>Page</u>
A	Recognition	1
B	Management Rights	1
C	Representation and Committees	1
D	Association Interview	2
E	Seniority List	2
F	Sick Leave	2
G	Leave For Association Business	2
H	Hours of Work • Scheduling	3
I	Paid Holidays	4
J	Vacations	5
K	Bulletin Boards	6

ARTICLE A - RECOGNITION

A-1 The Hospital **recognizes** that in accordance with the decision of the Ontario Labour Relations Board and "**Certificate**" dated at Toronto, on the 7th day of September, **1984**, the Ontario Nurses' Association is the bargaining agent of all registered and graduate nurses regularly employed for not more than twenty-four (24) hours per week in a nursing capacity **by** Woodstock General Hospital Trust, save and except Head Nurses, persons above the rank of Head Nurse.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association **recognizes** that the **management** of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:

- (a) maintain order, discipline and **efficiency**;
- (b) hire, assign, retire, direct, classify, transfer, promote!, demote, layoff, recall, discharge and suspend or otherwise discipline nurses provided that **a claim** by a nurse that she has been discharged, suspended or otherwise disciplined without just cause **may** be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter and enforce reasonable rules and regulations to be observed by the nurses;
- (d) determine all work procedures, the kind and **location** of equipment to be used, methods to be used, the allocation and number of nurses required from time to time, the **services** to be performed, the standards of **performance** of all employees, work assignments, the **hours** of work **and all** other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

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

ARTICLE C - REPRESENTATION AND COMMITTEES

C-1. Part-time nurses shall be represented in accordance with Article **C** of the full-time Collective Agreement.

ARTICLE D - ASSOCIATION INTERVIEW

D-1 The interview period as provided for in Article 5.06 will be scheduled on the Employer's premises and during the new nurses' orientation period. The scheduled orientation **for** new nurses shall be provided to the Association by February **15th** of each year. The names of new nurses **shall** be provided to the Association as far in advance as possible.

ARTICLE E - SENIORITY LIST

E-1 A copy of the seniority list as at December 31 and June 30 will be provided by February **15th** and August **15th** of each year respectively.

ARTICLE IF - SICK LEAVE

F-1 If a nurse is ill and therefore unable to report for her **scheduled** shift, she will **notify** the Employer to that effect at least one (1) hour prior to the start of her **scheduled day** shift, at least two (2) hours prior to the start of a scheduled seven and one-half (7 1\2) hour evening or night shift, and four (4) hours prior to the start of a scheduled extended tour night tour.

ARTICLE G - LEAVE FOR ASSOCIATION BUSINESS

G-1 As provided for in Article **11.02**, the cumulative total leave of absence for all nurses, including full-time and part-time nurses, shall be forty-five (45) days during the **calendar** year as follows:

- i) the **Association** will, if possible, notify the **Hospital** in writing four (4) weeks in advance of the **requested leave**;
- ii) no more than four (4) nurses shall be absent at any one time and not more than one (1) from any one unit;
- iii) subject to the staffing requirements of the Hospital the number of nurses from any on= unit will exclude the Local **President** or her designate.

G-2 The number of nurses off at one time shall be a total of four (4) from the Full-time or **Part-time** Bargaining Unit in **accordance** with the Central Agreements.

ARTICLE H - HOURS OF WORKH-1 Scheduling Regular Part-time

The formulation of working **schedules** are as set out below for regular part-time nurses.

- (a) Shift schedules will be **posted** four (4) weeks in advance and cover a four (4) week period.
- (b) A request by a nurse for a change in the posted shift **schedule** (i.e. exchange of regular days off or tours) must be submitted in writing and co-signed by the nurse willing to make the exchange, at least **forty-eight (48)** hours prior to the requested change. Such request is subject to approval by the **Employer**, but **will not** be unreasonably denied. Such exchange **shall not** in any event result in premium or overtime payment by **the** Employer.
- (c) Nurses will not be scheduled to work more than seven (7) consecutive days, unless by request of the nurse.
- (d) No **split** tours will be scheduled.
- (e) A nurse will be scheduled off work for a minimum of five (5) consecutive days at either **Christmas** or **New Year's**. Time off at Christmas and New Year's shall include **the** periods following the December 24 day tour to the **December 27** day tour and following the December 31 day tour to the January 2 day tour. For those nurses scheduled off over the **Christmas** period the Hospital may schedule the **New Year's** Day paid holiday lieu day as part of the five (5) consecutive days off.

Nurses may request either Christmas or **New Year's** **time** off **by** October 15th on a **list** posted by the Employer in each nursing unit. Nurses will yearly alternate Christmas and New Year's time off. The shift schedules covering Christmas and New Year's shall be posted **by** November 15th.

The scheduling provisions in H-1 will be waived between December 15 and January 5 to **provide** for Christmas and **New Year's** scheduling.

'This provision will not apply to areas where nurses normally work Monday to Friday and are not normally **scheduled** to work on paid holidays, including the (Operating Room, Recovery Room, Day Care and Out

Patient Vance.

- (f) .A nurse will receive premium pay as provided for in Article 14.03 for all hours on a second (2nd) consecutive 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 the result of an exchange of tours with another nurse,

For the purpose of this section a weekend is defined as any period of fifty-six (56) consecutive hours following the Friday day tour to the Monday day tour inclusive.

- (g) The night shift will be the first shift of the day.

H-2 A regular part-time nurse's commitment to be available for work as **required** will include the following **conditions:**

- i) available to work one (1) weekend in three (3);
- ii) available to work two (2) shifts (**days** and evenings or **days** and nights);
- iii) available for **work** at least two (2) scheduled tours per week: and
- iv) available to work as scheduled over either the Christmas or New Year's period **subject** to Article H-1(e).

H-3 The scheduling of nurses required to remain available for duty on Standby, including weekends, shall be distributed on an equitable basis.

ARTICLE - PAID HOLIDAYS

I-1 The **designation** of paid holidays under Article 15.01 is as follows:

New Year's Day	Labour Day
Third Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day

Canada Day
Civic Holiday

Boxing Day

Effective April 1, 1989, Easter Monday. It being understood that **in 1989** only, Monday, April 3rd shall be designated as Easter Monday.

ARTICLE J - VACATIONS

J-1 The date for determining vacation entitlement under Article 16.01 shall **be** June 30.

J-2 Vacations will **be** scheduled as follows:

(a) All requests for vacations for **the** period May 15 to November 14 must be submitted by February 15 of each year.

This vacation schedule **will be** posted by **May 1**.

(b) All requests for vacations for the period November 15 to May 15 must be submitted by August 15 of each year.

The vacation schedule will be posted by **November 1**.

(c) In scheduling vacation **requests**, preference will be given to nurses in accordance with their seniority and staffing requirements of the Unit, provided the nurse exercises this right by the date established **in (a) or (b)** above, after which time vacation requests, which must **be** in writing, **will** be scheduled on a first come, first served basis.

(d) Vacations **will not** be scheduled for the period from December 15 to January 5 to accommodate scheduling under H-1(f) and **H-2(e)**.

(e) Vacations earned as of June 30 **must be** taken within the **period** January 5 to **December 15** of the current calendar **year**.

(f) Vacation pay will be **paid** annually by August 1 of each year and calculated to include the last pay period ending in June. Subject to the approval of Employment Standards, vacation **pay** will be calculated and paid on a **bi-weekly** basis effective the first **pay** period in July, 1988.

ARTICLE K - BULLETIN BOARD

- K-1. The Hospital will provide bulletin board space on the bulletin board provided in Article K of the full-time Agreement:.

MEMORANDUM OF AGREEMENT

BETWEEN

WOODSTOCK GENERAL HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

It is **agreed** that a full **time job** may be shared by two nurses on the following basis:

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 appropriateness' of such **arrangements.**
2. Where the job sharing arrangement arises out of the filling of a **vacant full time position, both** job sharing positions **must** be posted and **selection** based on the criteria set out in the Collective Agreement. An incumbent full time nurse wishing to share her position, may do so without **having** her half of the position posted. However the other half of the job shared position **must** be posted and the selection based on the criteria set out in the Collective Agreement.
3. All job sharers shall be treated as regular part-time employees and be subject to the provisions of the part-time Collective Agreement.
4. If one of the job sharers leaves **the** arrangement **her** position will be posted. If there is no successful applicant to the position, the shared position must revert to a full **time** position. The remaining nurse will have the option of continuing in the full time position or another part-time position. If she does not continue full time, the position must be posted according to the Collective **Agreement.**
5. Association dues shall be deducted from each nurse **in** accordance with the part-time Collective Agreement.
6. Posted schedules for the **job** sharers shall be based *on* the schedules that would apply to a full time nurse holding that **position.** Such schedule shall conform with the scheduling provisions of the full time Collective Agreement.

7. Total hours worked by the two job sharers shall be equal to one full time position,, The division of these hours over the schedule shall be determined by mutual agreement between the two nurses and the Head Nurse of the Unit. Job sharers shall not be requested to work any tours outside the **tours** of the full time position, except in cases of emergency. These **emergency** hours **will** be paid at premium pay.
8. Each job **sharer** may exchange shifts with her partner, as well as with other nurses in accordance with the Collective Agreement.
9. If one of the job **sharers** is **ill** or requires an absent day, she **will** attempt to contact her partner to cover the shift. If the shift cannot be covered **then** the job sharer will contact the Hospital for a **replacement**.
10. Job sharers will be entitled to vacation time and pay and paid holidays **as** provided to regular part-time nurses. The job sharers agree to cover up to a maximum of two (2) weeks of each others vacation during the months of July and August. Job sharers agree not to request vacation for the same period of time in July and August.
11. The job **sharers** involved will have the right to determine between **themselves which** partner will work on scheduled paid holidays subject to the conditions **of** the Collective Agreement.
12. Nurses will be granted at least five (5) consecutive days off over either Christmas or New **Year's**. When one or both job sharers work over Christmas, neither can be required to work over New **Year's** and vice versa, unless mutually agreed otherwise.
13. Each party to this Agreement shall have the option of cancelling the Agreement with a sixty (60) day written notice.
14. The job sharer(s) will have the option of reverting back to the regular part-time position, if and when, this Agreement is changed or cancelled.
15. Any issues arising out of the enforcement of this Agreement will be dealt with at an **Association-Management** Committee meeting.

Signed this 13th day of February, 1990.

FOR THE HOSPITAL

Ludy Ruff

Virginia S. Sulhasland

FOR THE ASSOCIATION

Maude Palmer
Employment Relations Officer

Henrik K. Hill

