

SOURCE	ONF		
EFF.	96	04	01
TERM.	98	03	31
NO. OF EMPLOYEES	30		
NOMBRE D'EMPLOYES	JF		

COLLECTIVE AGREEMENT

BETWEEN

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

AND

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

**EXPIRY: March 31, 1998**

ESPAN01.C98

06058(06)

DATED AT ESPANOLA, ONTARIO THIS 9 DAY OF Dec., 1996.

FOR THE HOSPITAL

Paul L. Davis  
Dianne Mokohoune  
Clare Juste

FOR THE ASSOCIATION

H. B. [unclear]  
[unclear]  
Gray

APPENDIX 3

SALARY SCHEDULE - FULL-TIME

			<u>Effective</u> <u>Jan. 1/96</u>	<u>Effective</u> <u>April 1, 1997</u>
<u>REGISTERED NURSE</u>				
Start	-	Monthly	2915.25	2973.55
	-	Hourly	17.94	18.30
1 Year	-	Monthly	3061.50	3122.73
	-	Hourly	18.84	19.22
2 Years	-	Monthly	3183.38	3247.05
	-	Hourly	19.59	19.98
3 Years	-	Monthly	3350.75	3417.77
	-	Hourly	20.62	21.03
4 Years	-	Monthly	3516.50	3586.83
	-	Hourly	21.64	22.07
5 Years	-	Monthly	3683.88	3757.56
	-	Hourly	22.67	23.12
6 Years	-	Monthly	3891.88	3969.72
	-	Hourly	23.95	24.43
7 Years	-	Monthly	4099.88	4181.88
	-	Hourly	25.23	25.73
8 Years	-	Monthly	4307.88	4394.04
	-	Hourly	26.51	27.04
9 Years	-	Monthly	4517.50	4607.85
	-	Hourly	27.80	28.36

APPENDIX 3

SALARY SCHEDULE - FULL-TIME

			<u>Effective</u> <u>Jan. 1/96</u>	<u>Effective</u> <u>April 1, 1997</u>
<u>GRADUATE NURSE</u>				
Start	-	Monthly	2819.31	2876.25
	-	Hourly	17.35	17.70
1Year	-	Monthly	2964.91	3025.75
	-	Hourly	18.25	18.62
2 Years	-	Monthly	3078.67	3141.13
	-	Hourly	18.95	19.33
3 Years	-	Monthly	3248.74	3313.38
	-	Hourly	19.99	20.39
4 Years	-	Monthly	3411.07	3479.13
	-	Hourly	20.99	21.41
5 Years	-	Monthly	3576.30	3648.13
	-	Hourly	22.01	22.45
6 Years	-	Monthly	3780.32	3856.13
	-	Hourly	23.26	23.73
7 Years	-	Monthly	3984.71	4064.13
	-	Hourly	24.52	25.01
8 Years	-	Monthly	4186.22	4268.88
	-	Hourly	25.76	26.27
9 Years	-	Monthly	4390.98	4478.50
	-	Hourly	27.02	27.56

APPENDIX 3

SALARY SCHEDULE - PART-TIME

<u>REGISTERED NURSE</u>			<u>Effective Jan. 1/96</u>	<u>Effective April 1, 1997</u>
Start	-	Hourly	17.94	18.30
1 Year	-	Hourly	18.84	19.22
2 Years	-	Hourly	19.59	19.98
3 Years	-	Hourly	20.62	21.03
4 Years	-	Hourly	21.64	22.07
5 Years	-	Hourly	22.67	23.12
6 Years	-	Hourly	23.95	24.43
7 Years	-	Hourly	25.23	25.73
8 Years	-	Hourly	26.51	27.04
9 Years	-	Hourly	27.80	28.36
<u>GRADUATE NURSE</u>				
Start	-	Hourly	17.35	17.70
1 Year	-	Hourly	18.25	18.62
2 Years	-	Hourly	18.95	19.33
3 Years	-	Hourly	19.99	20.39
4 Years	-	Hourly	20.99	21.41
5 Years	-	Hourly	22.01	22.45
6 Years	-	Hourly	23.26	23.73
7 Years	-	Hourly	24.52	25.01
8 Years	-	Hourly	25.76	26.27
9 Years	-	Hourly	27.02	27.56

## APPENDIX 4

### APPENDIX OF SUPERIOR BENEFITS

#### SUPERIOR BENEFIT

In the Arbitration Award of October 23, 1981, Mr. J.D. O'Shea, Q.C., provided that specific benefits considered superior in nature be continued in effect for those nurses on staff as of the above date.

#### ARTICLE 5 - ASSOCIATION SECURITY

- 5.05 (a) The Hospital shall provide the Association with the names and social insurance number of nurses within one (1) month of the date of employment. This list will contain information as to classification and date of hire.
- (b) The Hospital will submit to the Association a list of names and addresses of the nurses in the bargaining unit annually.

#### ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY

- 12.03 (b) (i) Upon termination full-time employees shall be entitled to a payment of twenty-five percent (25%) of their unused sick leave credits after two (2) years continuous service; fifty percent (50%) of their unused sick leave credits after four (4) years continuous service; seventy-five percent (75%) of their unused sick leave credits after ten (10) years continuous service; and one hundred percent (100%) of their unused sick leave credits after fifteen (15) years continuous service; provided always that termination is not for just cause, and that the employee gives four (4) weeks notice prior to her termination of employment.
- (j) For the purpose of calculating the amount of sick leave payment provided under 12.03 (b) (i), only the maximum payment shall not exceed sixty (60) days.

#### ARTICLE 16 - VACATIONS

- 16.01 (f) (j) Nurses with less than one (1) year of continuous service shall be entitled to a vacation with pay at their regular rate of 1.66 days for each completed month of service not to exceed twenty (20) working days.

- (i) Nurses who have completed more than one (1) year of continuous service but less than twenty (20) years shall receive an annual vacation of four (4) weeks with pay at their regular rate.
- (iii) Nurses who have completed more than twenty (20) years of continuous service shall receive an annual vacation of five (5) weeks with pay at their regular rate.
- (iv) If a nurse works less than 1525 hours in the vacation year from April 1 of one (1) year up to but exclusive of May 1 of the following year, she will receive vacation pay based on a percentage of gross salary for actual hours worked on the following basis:

4 week entitlement -8%  
5 week entitlement -10%

For the purposes of this Article, earned paid leave shall be deemed to be hours worked.

16.04 Part-time

A part-time nurse will receive vacation pay equivalent to eight percent (8%) of her gross annual salary.

## APPENDIX 5

### APPENDIX ON LOCAL ISSUES

#### ARTICLE A - DEFINITIONS

- A-1 Unless otherwise indicated, where the expression “days” is used in this Agreement, it shall mean working days exclusive of Saturdays, Sundays and Paid Holidays.
- A-2 An “employee” whenever used in this Agreement shall mean either a registered nurse or a graduate nurse as defined below.
- A-3 “Nurse” means both Registered and Graduate Nurses as defined in this Article unless otherwise indicated.
- A-4 All correspondence arising out of or incidental to this Agreement shall pass between the Executive Director of the Hospital and President of the Local Association, unless as herein provided.

#### ARTICLE B - RECOGNITION

- B-1 The Hospital **recognizes** the Association as the sole collective bargaining agent for all registered and graduate nurses at the **Espanola** General Hospital at **Espanola** employed in a nursing capacity, save and except supervisors, and persons above the rank of supervisor.

#### ARTICLE C - MANAGEMENT RIGHTS

- C-1 The Association **recognizes** that the management of the Hospital and the direction of the working force are fixed exclusive in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) to hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause, and claims of discriminatory transfer, classification, lay-off, and recall may be the subject of grievance dealt with as herein provided;
  - (c) determine in the interest of efficient operations and highest standard of services, job rating or classification, the hours of work, work assignment, methods of doing the work and the working establishment for any service;

- (d) determine the number of personnel required, the service to be performed and the methods, procedures and equipment in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

#### ARTICLE D - ASSOCIATION COMMITTEES

##### D-1 Negotiating Committee

The Hospital acknowledges the right of the Association to appoint or otherwise select a negotiating committee of not more than three (3) nurses, one (1) of whom shall be part-time.

##### D-2 Grievance Committee

The Hospital acknowledges the right of the Association to appoint or select a Grievance Committee consisting of two (2) nurses, one (1) of whom shall be part-time.

##### D-3 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of three (3) representatives of the Hospital and three (3) representatives of the Association, one (1) of whom shall be part-time. A designate may be appointed for any of the above representatives. Such designate will be named annually.

D-4 The Association interview will take place during the orientation period. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

##### D-5 Nurse Representatives

The Hospital will recognize two (2) nurse representatives, one (1) of whom shall be part-time.

#### ARTICLE E - ASSOCIATION LEAVE

E-1 The Hospital upon two (2) weeks' notice in writing from the Association will grant leave of absence to nurses appointed by the Association to attend Association functions, provided the number of nurses on such leave does not exceed two (2) at any one time and that the total amount of such leave shall not aggregate more than forty (40) working days in a calendar year.

Requests for leave under this clause shall be signed by the Local Association President. A nurse who has a scheduled day off on a day that she is required to attend an Association function will, if she so requests and where possible, be granted an alternate day off without pay at a mutually agreeable time. The original scheduled day off will be treated as a leave of absence for Association business under 11.02 of the Central Agreement.

ARTICLE F - ASSOCIATION NOTICES

F-1 The Association may post on the designated bulletin board copies of Association newsletters and notices convening meetings. A copy of material posted shall be given to the Executive Director prior to posting.

ARTICLE G - SICK LEAVE

G-1 It shall be the responsibility of each nurse who is absent due to illness to notify not only the Unit Manager, but to also notify the Health Office on the first day of absence.

G-2 Nurses who return to work on a Saturday, a Sunday or a Holiday will report to the Health Office on the following Monday or on the first normal working day following the holiday.

G-3 A nurse who is on sick leave or on Worker's Compensation in excess of thirty (30) days shall notify the Unit Manager on duty a minimum of seventy-two (72) hours prior to their intention to return to work.

G-4 Except in extenuating circumstances, an employee must notify their department manager/charge nurse at least one and one half (1 1/2) hours prior to the day shift and five (5) hours prior to the night shift, if they are unable to report for work as scheduled. The department manager will follow up by telephone any absences not directly reported to them.

ARTICLE H - PAID HOLIDAYS

H-1 A full-time nurse shall be entitled to the following **recognized** holidays per year:

- |                           |                          |
|---------------------------|--------------------------|
| January 1                 | Labour Day               |
| Good Friday               | Thanksgiving Day         |
| Victoria Day              | Remembrance Day          |
| <b>2nd Monday in June</b> | <b>December 25</b>       |
| Canada Day - July 1       | <b>December 26</b>       |
| Civic Holiday             | First Monday in February |

H-2 A lieu day shall be granted at a time to be arranged with the Unit Manager. A nurse may, however, elect to accumulate up to five (5) such alternative

days and take them on consecutive days at a time agreeable to her and the Hospital. Such days are not to be taken in conjunction with the annual vacation, but must be taken up to and including March **31st** of any year or the nurse shall receive pay for the accumulated days.

H-3 An additional day off will be scheduled at the nurse's regular straight time rate of pay to be taken on a day to be arranged between the nurse and the Unit Manager, provided that the nurse meets the requirements of Article 15.02.

- H-4 (a) A holiday shall be deemed to begin at **2330** hours of the preceding day and to end at **2330** hours on the day on which it was observed.
- (b) For those nurses working the extended tour, the holiday shall be deemed to begin at **1930** hours of the preceding day.

#### ARTICLE I - VACATIONS

- I-1 (a) (i) For part-time employees, for the purpose of determining vacation entitlement, the vacation year shall be April **1st** to March **31st** of the following year.
- (ii) Full-time employees can **utilize** earned vacation as it is accumulated with a maximum of two (**2**) years accumulated entitlement. Employees will be made aware of their current vacation bank on a monthly basis. Implementation will be during the next calendar month.
- (b) The annual vacation request list will be posted by February **1st**. Nurses shall indicate vacation preference by March **31st** and **finalized** vacation schedules shall be posted by May **1st**. This will not prevent nurses from arranging vacation on an individual basis subject to the approval of the Unit Manager.
- (c) Nurses shall be given preference with respect to vacation periods, in accordance with seniority in their own classification. The Hospital shall, however, reserve the final decision with respect to the scheduling of vacation at a mutually agreeable time based upon the efficient operation of the Hospital to maintain quality of patient care and the seniority ranking of the nurses. In no instance shall a nurse's vacation include both Christmas and New Year's Day.
- (d) For the vacation period June **15** to September **15** a nurse may be limited to four (**4**) weeks vacation. It is understood and agreed that this does not include regularly scheduled days off.

- (e) Request by an employee to cancel **prebooked** vacation time from June **15** to September **15** will be granted at the Hospital's discretion.

I-2 Vacation pay for part-time nurses will be paid in June. Any additional vacation pay flowing from Article **16.06** of the Central Agreement will be paid the second pay in April.

#### ARTICLE J - HOURS OF WORK

J-1 The hours of work described shall be worked in accordance with rotating shift schedules as determined by the Hospital from time to time.

J-2 Rest periods will be allocated by the Hospital during each continuous shift.

J-3 For extended tours, the hours of work are: Day tour **0700-1900**.

For normal daily tour, the hours of work are: **0700-1500, 1500-2300** and **2300-0700**.

It is understood and agreed that the night shift is the first shift of the day.

#### J-4 Part-time Only

- (a) The scheduling of four (**4**) hour tours shall comply with all of the scheduling provisions contained in Article K of Appendix 5 and be part of the commitment.
- (b) The Hospital will endeavour not to schedule a nurse to work solely on four (**4**) hour tours for her commitment in any pay period unless agreed to by the nurse.
- (c) The nurse assigned the part tour will also be assigned the on-call for that night tour.
- (d) The parties agree to allow for the commitment to be reached **and** passed for the purpose of keeping a tour whole.

#### ARTICLE K - SCHEDULING REGULATIONS

K-1 The Hospital agrees that there shall be no major change in tour schedule in effect at the time of signing of this Agreement without consultation with the Association. Upon request by either party the matter of shift schedules shall be discussed at a meeting of the two (**2**) parties to this Agreement within two (**2**) weeks after a request for such a meeting. Subsequent to the meeting schedules will not be changed without sixty (**60**) days notice to the Local Association unless by mutual consent.

- K-2 Nursing schedules for both full-time and regular part-time nurses shall be posted three (3) weeks in advance and cover a six (6) week period. Schedules for the Christmas and New Year's time period will be posted by November 1<sup>st</sup> of each year.
- K-3 Requests for specific tours off are to be submitted, in writing, at least two (2) weeks in advance of posting. Requests submitted after the schedule is posted will be responded to within seventy-two (72) hours exclusive of Saturday, Sunday and Paid Holidays and will not be unreasonably denied.
- K-4 Shift schedules shall be planned by the Hospital and shall observe the conditions listed hereinafter:
- (a) a minimum of two (2) consecutive tours off between shifts.
  - (b) a minimum of every second weekend off.
  - (c) no more than seven (7) consecutive 7.5 hour tours or three (3) extended tours unless by mutual consent.
  - (d) these scheduling regulations may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve day, Christmas Day and Boxing Day. Time off at New Year's shall include New Year's Eve day and New Year's day.
- K-5 A written request for change of shifts must be submitted twenty-four (24) hours in advance co-signed by the nurse willing to exchange days off or shifts. Exchanges can take place between full-time, regular part-time and casual nurses provided the casual is **prebooked** for that shift and further provided that the Hospital is not required to pay any premium as a result of such exchange.
- K-6 A nurse will receive premium payment for all hours worked on a second (2<sup>nd</sup>) and subsequent consecutive weekend save and except where:
- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - (b) such nurse has requested weekend work and has indicated to the Hospital that she is not to be called for any other tours; or
  - (c) such weekend is worked as the result of an exchange of shifts with another nurse.

K-7 Definition of a Weekend

A weekend will be defined as sixty-four (**64**) hours for 7.5 hour tours and sixty (**60**) hours for extended tours consecutive hours off during the period following completion of Friday day shift to commencement of Monday day shift.

K-8 The Hospital will consider individual requests for permanent evening or night tours, provided, if granted, the nurse will be scheduled for two (**2**) weeks of day tours semi-annually.

K-9 A nurse who normally rotates shall not be scheduled to work more than two (**2**) consecutive weeks on any one shift without her consent.

K-10 A regular part-time nurse must agree to work a **pre-determined** schedule and her commitment will include:

- (a) available to work every second weekend.
- (b) available for at least three (**3**) 7.5 hour tours (**22.5** hours) or two (**2**) extended tours (**22.5** hours) per week unless by mutual consent.
- (c) available for work all shifts. The Employer will consider individual tour preferences in accordance with **K-8** above.
- (d) Available to work on any tour:
  - 0 i at Christmas (December **23,24, 25, 26,27** if required)
  - OR
  - 0 ii at New Year's (December **28, 29, 30, 31, January 1** if required).

K-11 (a) The Employer agrees to schedule on a seniority basis regular **part-time** nurses according to their commitment on the posted schedule on an equal basis.

All additional tours will be confirmed in writing within sixteen (**16**) hours of the agreement to do the additional tour.

In emergency situations, the call-in sheet will be **recognized** as written confirmation of additional tours.

(b) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses provided that no nurse will exceed her commitment as a result of being offered such extra

tours where there are regular part-time nurses who have not been offered their commitment of shifts providing premium pay is not incurred by the Hospital.

- (c) Where all regular part-time nurses have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time nurses on the basis of seniority.
- (d) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority.

**K-12** Any violation of **K-4(a)**, **K-4(c)**, **K-4(d)**, and **K-9** shall result in premium payment in accordance with Article **14.03**.

**K-13** Where the Hospital asks and the nurse agrees to change tours of duty or do additional tours this is not to be construed by the Hospital as an agreement to be a waiver of premium pay where applicable.

**K-14** Casual nurses who agree to work December **25** will be offered the opportunity to work December **26** if required.

**K-15** Introduction and Discontinuation of Extended Tours

- (a) The Hospital and the Association agree to implement extended tours on a trial basis if seventy-five percent (**75%**) of the nurses who will be involved in working extended tours so indicate by secret ballot.
- (b) during the trial period the parties will meet to discuss any concerns or suggestions in an effort to resolve them.
- (c) (1) after the trial period, the extended tour shall continue on a permanent basis when:
  - (i) seventy-five percent (**75%**) of the nurses in the unit so indicate by secret ballot; and
  - (ii) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (2) extended tours may be discontinued in any unit when:
  - (i) sixty-five percent (**65%**) of the nurses in the unit so indicate by secret ballot; or

(ii) the Hospital because of:

- a. adverse effects on patient care,
- b. inability to provide a workable staffing schedule,

states its intention to discontinue the compressed work week in the schedule.

(3) when notice of discontinuation is given by either party in accordance with paragraph (2) above, then:

- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (ii) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

**K-16** It is understood and agreed that when the Unit Managers in the nursing home or on the medical surgical unit are not on duty, a nurse will be assigned in charge.

**K-17** Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital. The Hospital shall revert to payment of premium pay rate if time off is not taken with six (6) months and/or by the end of the fiscal year.

**K-18** Standby

Except for ambulance transfers, nurses who are on standby and are called into work will not be required to stay beyond the four (4) hours associated with standby hours unless mutually agreed.

**K-19** (a) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.

(b) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off unless mutually agreed between the employee and the Hospital.

- 0 Employees scheduled for standby shall continue to be provided with cellular phones.

**K-20** A copy of the nursing work schedules will be given to the Local President as they are posted.

ARTICLE L - UNIFORM ALLOWANCE

**L-1** The Hospital will contribute to each full-time nurse hired before July 1, 1975, an amount of two dollars (**\$2.00**) per month towards the cost of purchase and maintenance of uniforms which are required to be worn while on duty in the Hospital.

**L-2** All registered nurses who are required to work emergency, **O.R.**, and **D.R.** will be allowed to wear **O.R.** greens.

ARTICLE M - SALARIES

**M-1** Nurses shall be paid **bi-weekly**, unless otherwise mutually agreed.

**M-2** Make-up cheques for monies in excess of one hundred dollars (**\$100.00**) will be provided within seventy-two (**72**) hours of verification of the error.

ARTICLE N - PRE-PAID LEAVE PLAN

**N-1** The Hospital agrees to allow at least one nurse off at a time.

ARTICLE O - MISCELLANEOUS

**O-1** Where employees have their uniforms damaged in the normal performance of their duties the Hospital shall replace the uniform as it deems appropriate to the maximum of one hundred dollars (**\$100.00**).

**O-2** The Hospital will provide automobile plug-ins for all Registered Nurses on night duty on a first come first served basis, in the staff parking lot at no cost to the nurse.

**O-3** The Hospital will continue the present practice of not charging Bargaining Unit members for parking in the staff parking lot.

**O-4** .i The Hospital, with the nurse's consent, will inform the Association within three (**3**) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.

- 0 The Hospital will reimburse the nurse for the reasonable costs, excluding wear and tear, for replacement or repair of eye wear,

clothes or other personal items damaged in the line of work.

## ARTICLE P - JOB SHARING

P-I If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Supervisor of the Unit.
- g The above schedule shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange **shifts** with her partner, as well as with other nurses as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) **Coverage:**
  - g It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonger or extended absences.
  - gj **Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:**

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

- (g) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (h) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (i) 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 the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

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

ARTICLE Q -WORKERS' COMPENSATION

- Q-I (a) The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or L.T.D. as soon as possible.
- (b) The Employer agrees to **fulfill** its obligations under the **WCB** Act with respect to the **re-employment** of injured workers and will advise the Employment Relations Officer of the Ontario Nurses' Association when a nurse is ready to return to work under a Modified Work Program and shall provide an outline of her/his restrictions while under the Program. If requested, the parties shall meet and discuss a back to work program.
- (c) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board. The Union shall be given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.

ARTICLE R - SENIORITY LIST

R-1            The seniority list referred to in Article **10.02** of the Central Collective Agreement will be provided in January and July of each year.



LETTER OF UNDERSTANDING

BETWEEN

ESPANOLA GENERAL HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

The parties agree that the issue of "in charge" in the Nursing Home will be discussed after the release of the arbitration award on the grievance relating to layoff hearing for which is scheduled in December 1996.

In the event that the hearing does not proceed, the parties will meet within sixty (60) days or a mutually agreed upon time to discuss the issue.

DATED AT ESPANOLA, ONTARIO THIS 9TH DAY OF OCTOBER, 1996.

FOR THE HOSPITAL

Paul L. Davis  
Diane McMahon  
Clare J. J. J.  
\_\_\_\_\_

FOR THE UNION

Barbara  
Gray  
\_\_\_\_\_