

SOURCE	O.N.A.		
EFF.	9/	04/	01/
TERM.	93	03	31
No. OF EMPLOYEES	201		
NOMBRE D'EMPLOYÉS	201		

6092

FULL-TIME COLLECTIVE AGREEMENT

Between

CHILDREN'S HOSPITAL OF EASTERN ONTARIO
(Hereinafter referred to as the "Hospital")

And

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

Expiry: March 31, 1993

NOV - 4 1992

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- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 23

23.01 Attached hereto and forming part of this Agreement are the following appendices:

- Appendix 1 - O.N.A. Grievance Form
- Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons
- Appendix 3 - Salary Schedule
- Appendix 4 - Superior Conditions - If Any
- Appendix 5 - Appendix of Local Provisions

ARTICLE 24 - LAYOFF DISPUTE

24.01 The parties have agreed to submit their dispute concerning Employers' proposal #5 with regards to layoff procedures to binding interest arbitration in accordance with the Hospital Labour Disputes Arbitration Act. It is understood that this Agreement will be amended to incorporate new or amended provisions that may result from the arbitration award.

Signed at Ottawa, Ontario, this 9th day of June, 1992

For the Hospital:

 Elizabeth Karro

 Hussain

For the Association:

 Karen Coles

 Warden

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 Hefferman
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 Serv. 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

APPENDICES TO THE
FULL-TIME COLLECTIVE AGREEMENT

Between

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Expiry: March 31, 1993

APPENDIX 3 - SALARY SCHEDULE

FULL-TIME NURSES - MONTHLY AND HOURLY RATES

<u>START</u>	<u>AFTER</u> <u>1 YR.</u>	<u>AFTER</u> <u>2 YRS.</u>	<u>AFTER</u> <u>3 YRS.</u>	<u>AFTER</u> <u>4 YRS.</u>	<u>AFTER</u> <u>5 YRS.</u>	<u>AFTER</u> <u>6 YRS.</u>	<u>AFTER</u> <u>7 YRS.</u>	<u>AFTER</u> <u>8 YRS.</u>	<u>AFTER</u> <u>9 YRS.</u>
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EFFECTIVE APRIL 1, 1991

GRADUATE NURSE

2640.31	2780.43	2842.02	2976.19	3097.11	3216.64	3335.34	3454.37	3575.24	3694.75
16.25	17.11	17.49	18.32	19.06	19.79	20.53	21.26	22.00	22.74

REGISTERED NURSE

2732.14	2877.63	2941.67	3083.33	3208.33	3333.33	3458.33	3583.33	3708.33	3833.33
16.81	17.71	18.10	18.97	19.74	20.51	21.28	22.05	22.82	23.59

ASSISTANT HEAD NURSE

2835.56	2990.86	3057.96	3205.46	3341.32	3471.50	3601.12	3731.49	3862.04	3991.14
17.45	18.41	18.82	19.73	20.56	21.36	22.16	22.96	23.76	24.56

PERINATAL EDUCATION COORDINATOR

2990.60	3163.97	3244.41	3408.20	3559.95	3705.94	3849.41	3993.57	4133.31	4271.48
18.40	19.47	19.96	20.98	21.91	22.80	23.69	24.58	25.43	26.29

APPENDIX 3 - SALARY SCHEDULE

FULL-TIME NURSES - MONTHLY AND HOURLY RATES

<u>START</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>
	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3 YRS.</u>	<u>4 YRS.</u>	<u>5 YRS.</u>	<u>6 YRS.</u>	<u>7 YRS.</u>	<u>8 YRS.</u>	<u>9 YRS.</u>

EFFECTIVE OCTOBER 1, 1991

GRADUATE NURSE

2640.31	2780.43	2842.02	2976.19	3137.99	3257.49	3376.03	3534.17	3695.73	3856.21
16.25	17.11	17.49	18.32	19.31	20.05	20.78	21.75	22.74	23.73

REGISTERED NURSE

2732.14	2877.63	2941.67	3083.33	3250.00	3375.00	3500.00	3666.67	3833.33	4000.00
16.81	17.71	18.10	18.97	20.00	20.77	21.54	22.56	23.59	24.62

ASSISTANT HEAD NURSE

2835.56	2990.86	3057.96	3205.46	3385.43	3515.59	3645.05	3817.69	3992.19	4165.55
17.45	18.41	18.82	19.73	20.83	21.63	22.43	23.49	24.57	25.63

PERINATAL EDUCATION COORDINATOR

2990.60	3163.97	3244.41	3408.20	3606.94	3751.15	3896.37	4085.82	4272.60	4458.14
18.40	19.47	19.96	20.98	22.20	23.08	23.98	25.14	26.29	27.43

APPENDIX 3 - SALARY SCHEDULE

FULL-TIME NURSES- MONTHLY AND HOURLY RATES

<u>START</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>
	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3 YRS.</u>	<u>4 YRS.</u>	<u>5 YRS.</u>	<u>6 YRS.</u>	<u>7 YRS.</u>	<u>8 YRS.</u>	<u>9 YRS.</u>

EFFECTIVE APRIL 1, 1992

GRADUATE NURSE

2640.31	2780.43	2898.58	3057.74	3218.01	3378.34	3576.57	3775.55	3976.24	4177.43
16.25	17.11	17.84	18.82	19.80	20.79	22.01	23.23	24.47	25.71

REGISTERED NURSE

2732.14	2877.63	3000.00	3166.67	3333.33	3500.00	3708.33	3916.67	4125.00	4333.33
16.81	17.71	18.46	19.49	20.51	21.54	22.82	24.10	25.38	26.67

ASSISTANT HEAD NURSE

2835.56	2990.86	3118.81	3293.29	3471.76	3646.02	3861.57	4078.44	4295.20	4512.54
17.45	18.41	19.19	20.27	21.36	22.44	23.76	25.10	26.43	27.77

PERINATAL EDUCATION COORDINATOR

2990.60	3163.97	3308.97	3501.58	3698.92	3890.32	4127.81	4364.88	4596.89	4829.50
18.40	19.47	20.36	21.55	22.76	23.94	25.40	26.86	28.29	29.72

SUPERIOR CONDITIONS

APPENDIX 4

Education Allowance

shall receive recognition for Educational preparation:

*	Six months Post Graduate Nursing Course or Nursing Unit Administration Course	\$ 15.00
** (b)	One year University Course	\$ 40.00
(c)	B. Sc. N. Degree	\$ 80.00
(d)	Master's Degree - Nursing	\$120.00

*
The special preparation payment will be made only to those employed in a capacity utilizing this course.

**
A one year university course shall be recognized only if it is a full time year completed toward the B. Sc. N. Degree, or if it is a Nursing course in which a certificate or diploma is granted.

The Hospital will pay the above mentioned monthly increments providing:

- (i) Proof of standing must be submitted by the nurse to the Hospital
- (ii) There shall be no pyramiding of benefits
- (iii) Payment of the increment shall commence at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired nurse who is qualified for an educational increment on her date of hiring shall be paid from that date.
- (iv) The allowance shall be added to the nurse's basic monthly salary.

APPENDIX 5

of the

FULL-TIME COLLECTIVE AGREEMENT

Between

CHILDREN'S HOSPITAL OF EASTERN ONTARIO
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ARTICLE A - RECOGNITION

- A. 1 The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by the Hospital save and except the Director of Employee Health, Director Infection Control, the Director of Education Services, the public Health and Discharge Planning Nurse, Head Nurses, persons above the rank of Head Nurse, and persons regularly employed for less than thirty-seven point five (37.5) hours per week,

ARTICLE: B - MANAGEMENT'S RIGHTS

- B.1 Except as specifically limited or modified this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation with the rights of Management,
- B.2 Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function and right of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Select, hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim by a nurse that she has been discharged or disciplined without just cause may become *the* subject to a grievance and may be dealt with as provided herein;
 - (c) Direct the working forces, plan, direct and control the operation of the Hospital; to introduce new and improved methods, facilities and equipment; to determine the amount and type of supervision necessary, combining or splitting up of departments, work schedules, establishment of standards and quality of care, determine the extent to which the Hospital will be operated and the increase or decrease in employment by type in whole or in part;
 - (d) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served to operate efficiently and with the highest standards of service.

(e) Make and enforce and alter from time to time reasonable rules, policies and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer will advise the Association of any changes in rules, policies and regulations in advance.

B.3 The Hospital agrees that in exercising its rights it will do so in a manner not inconsistent with the provisions of this Agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

C.1 Nurse Representatives

It is understood and agreed that representatives and committee members set forth in Article 6 include representatives and committee members from both the Part-time and Full-time Bargaining Units. These representatives, committee members and committees constitute joint representation under both the Full-time and Part-time Agreements.

There shall be one (1) representative from each of the following units: 6W, 6E, 5N, 5E, 5W, 4N, 4E, O.R. and P.A.R., I.C.U. 4W and C.R.I.C. (Clinical Research Investigation Centre), O.P.D. and Department of Paediatrics, Poison Information and Day Care Surgery and I.V. Team, one (1) nurse representative to represent all of the following: Employee Health, Education Services, Radiology, Urology and Regional Perinatal Program, two (2) representatives from the Neonatal Intensive Care Unit, two (2) representatives from Emergency, and one (1) from the Float team.

If a nurse representative is transferred from one area to another within the bargaining unit, she shall continue to be recognized by the Hospital as the representative of the area from which she was transferred for one (1) further month for the purpose of processing any grievance which she was handling at the time of her transfer.

C.2 Grievance Committee

There shall be up to four (4) nurses on the Grievance Committee, plus a chairman.

C.3 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised

of four (4) representatives from the Association including the Local President or her designate; and four (4) from the Hospital including the Vice-president, Nursing Services or her designate.

C.4 Negotiating Committee

The Committee shall be comprised of not more than two (2) nurses from the Full-time Bargaining Unit, and two (2) nurses from the Part-time Bargaining Unit, and the President of the Local Association.

C.5 Occupational Health and Safety Committee

Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Occupational Health and Safety Committee, three (3) representatives elected or appointed by the Association from amongst bargaining unit employees.

The Occupational Health and Safety Committee shall elect a chairperson once every year from amongst the Committeemembers, and secretarial services shall be provided by the Hospital Recording Secretary. If in the event one of the ONA representatives is elected as the Workers' Co-chair, then ONA will have the right to select an individual to replace that individual in his/her capacity as voting representative.

C.6 Interview

A 30 minute interview shall be scheduled in advance during the newly hired nurse's Hospital Orientation Program.

ARTICLE D - HOURS OF WORK

D.1 Normal Daily Tours - Hours of Work

The scheduling of meal periods and coffee breaks shall be determined by the supervisor.

Normal Daily Tours

07:30 to 15:30 - Day Shift
15:30 to 23:30 - Evening Shift
23:30 to 07:30 - Night Shift

D.2 Normal Daily Tours - Scheduling Objectives

The scheduling objectives and formulation of working schedules set forth below are designed to permit

flexibility and encourage individual responsibility on the part of the nurse and the Hospital, The Employer agrees to endeavour to implement and maintain the following regulations in the formation of working schedules for the normal daily tour of duty:

- (a) Rotations will be prepared for six (6) week periods.
- (b) Rotational schedules will be posted at least four (4) weeks prior to the beginning of a rotation.

Rotational schedules will be posted at least four (4) weeks prior to the beginning of a rotation for the months of July, August and December.

- (c) Request for specific days off by nurses must be submitted in writing to the Head Nurse two (2) weeks prior to the posting of the rotation schedule, Requests will not be unreasonably withheld.
- (d) When nurses are willing to exchange days off or tours of duty, requests for change in posting rotation schedules must be approved by the Head nurse or her designate (i.e., the A.H.N. or N.A.C. and documented on the unit. The Hospital will endeavour to accommodate such requests.
- (e) The Hospital will give at least two week-ends off in four. However, the Hospital will endeavour to continue its present practice of giving one week- end off in two.

The nurse shall receive premium pay as provided for in Article 14.03 for all hours worked on a third and subsequent consecutive week-end except where:

- (i) such weekend has been worked by the nurse to satisfy specific days off required by such nurse: or
- (ii) such nurse has requested weekend work; or
- (iii) such weekend is worked as the result of an exchange of shift with another nurse.
- (f) There will be no split shifts or tours scheduled unless by mutual consent.
- (g) At least sixteen (16) hours time off when tours of duty are changed and at least forty-eight (48) hours time off following a period of night duty when tours

of duty are changed. Where such a minimum is not granted, premium payment will apply to those hours falling within either the sixteen (16) or forty-eight (48) hour period as the case may be except where:

- (i) such shift has been worked by the employee to satisfy specific days off requested by this employee;
 - (ii) such shifts is worked as a result of an exchange of shifts with another employee;
 - (iii) if the nurse volunteers in writing to work such shift.
-
- (h) A nurse will be scheduled off at least four (4) days in any two week pay period including at least one period of two (2) consecutive days and a minimum of single days off.
 - (i) A nurse will not be scheduled to work more than six (6) consecutive days except at the written request of the nurse concerned, and with the written agreement of the Head Nurse. In the absence of such agreement, premium pay will apply for the seventh (7th) and consecutive tours until the nurse is granted a day off. Nurses currently working in units where it is the practice to work more than six (6) consecutive days may continue to do so under the same terms and conditions as presently exist.
 - (j) There will be no change of scheduled tour more than once every seven (7) days unless mutually agreed between the nurse and her immediate supervisor.
 - (k) A nurse who is not normally scheduled to work permanent afternoons or nights will work at least 50% of her time on the day shift.
 - (l) A nurse may request the Head Nurse to consider changing her schedule to a specific tour on a permanent basis. It is the decision of the Head Nurse whether or not this request can be complied with. Such requests must be made in writing.
 - (m) The Hospital will continue to maintain its current practice of working either day\evening or day\night rotations.

D.3 Extended Tours - Hours of Work

The scheduling of meal periods and coffee breaks shall be determined by the supervisor.

Normal Daily Extended Tours

07:30 to 19:30 - Day Shift
19:30 to 07:30 - Night Shift

D.4 Extended Tours - Scheduling Objectives

- (a) The Hospital will schedule at least one (1) in two week-ends off.
- (b) Where it is current practice, the Hospital will endeavour to continue to schedule nurses so that they may have two week-ends off in three. The Hospital reserves the right to change this practice based on unit needs from time to time provided any such changes are discussed in advance with the nurses concerned.
- (c) All other scheduling regulations which apply to nurses working a regular daily tour provided in D.2(a) to (d).
- (d) At least forty-eight (48) hours off following a period of nights when tours of duty are changed.
- (e) Hours will be averaged over a six (6) week period. Time off will be averaged over a six (6) week schedule with a minimum of two (2) days off per week.
- (f) A nurse will not be scheduled to work more than three (3) consecutive days, except at the written request of the nurse concerned, and with the written approval of the Head Nurse.
- (g) There will be no change of scheduled tours more than once every seven (7) days unless mutually agreed between the nurse and her immediate supervisor.

D.5 Introduction and Discontinuation of Extended Tours

The introduction or discontinuance of longer daily tours shall be discussed with the nursing staff on the affected unit(s) and shall be determined by a secret ballot conducted jointly by the Hospital and Association prior to implementation and after a six-month (6) trial period, as follows:

- to implement extended tour - requires 75% of the nurses affected to commit themselves to work the extended tour:
- to discontinue extended tour - requires 50% + 1 vote of the nurses actually working extended tours.

It is understood and agreed that management has the right to cancel an extended tours schedule if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Association in advance any such cancellations.

It is understood and agreed that the vote referred to hereinabove refers to a combined vote of the full-time and part-time bargaining units.

D.6

a) Flexible Hours

Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned in D.1 and D.3 above. Flexible hours are hours which average $37\frac{1}{2}$ hours per week, over a six (6) week schedule, as determined by the Hospital. Flexible hours may be implemented following consultation with the Association, to meet patient care needs or to allow the nurse to facilitate the performance of her nursing duties.

b) Flexible Start Time

Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned in D.1 and D.3 above. Nurses working flexible start times will work $7\frac{1}{2}$ hour shifts and their hours of work shall average $37\frac{1}{2}$ hours per week, over a six (6) weeks schedule, as determined by the Hospital. The start time for these areas shall vary. Flexible start times may be implemented, following consultation with the Association, to meet patient care needs or to allow the nurse to facilitate the performance of her nursing duties.

The following specialty areas will work flexible starting time Monday to Friday: Daycare Surgery, Infection Control Practitioner, Ambulatory Care (excluding triage and chest clinic nurses), McHugh School nurses, Radiology, Urodynamic, Family Liason Nurse, N.I.C.U. Clinical Instructor, Neonatal Follow-Up Nurse and Recovery Room.

D.7 Christmas Break

The Hospital agrees to schedule a minimum of five (5) consecutive days off for nurses during Christmas or New Year's period so that a nurse will have either period off. The Hospital may waive all other scheduling requirements during the period from December 15th to January 15th. The scheduling of time off at Christmas or New Year's shall be done on a nursing unit basis according to seniority unless mutually agreed otherwise, provided that the complement of qualified nurses is maintained in the unit.

D.8 Time in Lieu

Where a nurse chooses equivalent time off for premium payment, such time off must be taken at a time that is agreed mutually by the nurse concerned and the Head Nurse. Nurses cannot accumulate more than five (5) days time off in lieu of overtime.

D.9 Prepaid Leave

The number of nurses that will be able to participate in the prepaid leave plan and can be absent at one time will be:

2 nurses per department, except in a department where there is less than 10 nurses, then only 1 nurse can be absent at any one time. Five (5) nurses in the Neonatal Unit.

D.10 A weekend shall be defined as at least fifty-six (56) consecutive hours from completion of the Friday tour.

ARTICLE E - PAID HOLIDAYS

E.1 The Paid holidays are designated as follows:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day - July 1st
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Float Holiday
Second Monday in February

E.2 Where a nurse is entitled to a lieu day, such day off must

be taken within a period of not more than thirty (30) calendar days before or after the actual holiday.

ARTICLE F - VACATION

- F.1 The vacation year is April 1st to March 31st
- (a) Nurses will be given preference with respect to their vacation period based on seniority and patient needs.
 - (b) Vacation may be taken at any time during the year in accordance with the provisions below.
 - (c) Vacation preferences will be submitted in writing by the nurse to her immediate supervisor by March 31st of each year. After March 31st, request for vacation periods will be based on "first come, first served". Vacation lists will be posted by April 30th.
 - (d) Annual vacation will be taken by March 31st of each year. Any unused vacation will be assigned by the Head Nurse prior to the completion of a vacation year. Carry over of vacation entitlement into the first quarter of the next fiscal year may be permitted with the prior approval of the Department Director.
 - (e) Prior to leaving on vacation, nurses shall be notified of the date and time to report to work following their vacation.

ARTICLE G - SICK LEAVE

- G.1 The cumulative total number of days for leaves of absence in any one calendar year shall not exceed seventy-five (75) days for all full-time and part-time nurses in the bargaining units. Nurses requesting such a leave of absence shall do so in writing two (2) weeks prior to the posting date of the rotation schedule during which the leave of absence requested is to occur. It is agreed that the number of nurses that may be absent at any one time shall not exceed six (6) in total and that only one (1) nurse may be absent from any one unit at any one time except that two (2) nurses from the neonatal unit may be absent at any one time. The President of the Association will notify the Vice President of Nursing Services as to the number of people attending each such function.

ARTICLE H - SENIORITY LIST

- H.1 A copy of the current seniority list will be filed with the President of the Local Association or her designate on April 1st and October 1st of each year. A copy of the list shall be posted at the same time by the Personnel Department.
- H.2 The Hospital will provide a copy of the list specified in Article 5.05 of the Full-time Agreement to the Local Association and, in addition, when the Local Association is informed regarding new hires, the unit to which they are assigned shall be set out.

ARTICLE I - MISCELLANEOUS

- I.1 Copies of this Agreement in either French or English will be provided to each nurse covered by this Agreement by the Association and the cost of the translation and the printing will be shared by the Hospital and Association. It is agreed that the official administrative and interpretive language of the contract shall be English.
- I.2 The Hospital will provide bulletin board space for the purpose of posting notice regarding meetings and other information and otherwise restricted to Association matters. All special notices must be signed by a member of the Association executive and submitted to the Director of Personnel for approval prior to being posted and such approval shall not be unreasonably withheld.
- I.3 The Hospital will distribute paycheques to its nurses every second Thursday, The Hospital will make every attempt to move to payroll by direct deposit in 1991. The actual pay day will continue to be every second Friday.
- I.4 The Hospital will pay its nurses by cheque under envelope, and the following information shall be contained thereon: initial of the wage-earner, date of the pay period, deductions made, the number of working hours both regular and overtime, shift differential and responsibility pay. Upon the implementation of direct deposit payroll, the Hospital will distribute to its nurses under envelope the following information: initial of the wage-earner, date of the pay period, deductions made, the number of working hours both regular and overtime shift differential and responsibility.
- I.5 Any omission of \$25.00 or more from nurse's paycheque due to an error on the part of the Hospital shall be paid to the nurse within three (3) working days from the time she

brings this matter to the attention of the payroll department.

- I.6 The Hospital will provide a bell-boy system for nurses who are required to remain on standby.
- I.7 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Director of Personnel and the President of the Association, unless as otherwise herein specified.
- I.8 The Hospital shall provide one non-smoking lounge for the use of the nurses.

A I J - CHANGE OF STATUS

- J.1 Prior to going on maternity or adoption leave of absence, the nurse will report to the Personnel Department to discuss the administration of her benefit plans during the leave of absence. The Payroll Office will make the appropriate monthly premium billing arrangements for the continuance of benefit plans during the leave of absence, and provide a separation certificate for unemployment insurance purposes.
- J.2 It shall be the sole responsibility of the nurse to keep the Personnel Department advised, in writing, of change of marital status, change of name and change of dependant status.

ARTICLE K - REPLACEMENT OF STAFF

- K.1 For efficient replacement of staff, nurses are requested to submit a letter of resignation to their Head Nurse four (4) weeks in advance of the date of resignation, whenever possible.
- K.2 A nurse leaving the Hospital shall be paid all money owed to her by the Hospital within 7 working days of her last day worked,

In cases of urgency, a special request to Payroll to have the funds available earlier than seven (7) working days will be given every consideration.

ARTICLE L - JOB SHARING

L.1 Job Sharing

The Association and the Employer agree to implement job-sharing whereby one full-time equivalent position will be

shared by not more than two (2) nurses, The number of positions to be shared will be as follows:

- One (1) position on each of the following units: 4 East, 4 West, 4 North, 5 East, 5 West, 5 North, 6 East, 6 West, Intensive Care Unit, Out-Patient Department and Operating Room.
- Two (2) positions on each of the following units: Emergency Department and Neonatal Intensive Care Unit.
- There will be no job-sharing positions on the following units at the present time: Clinical Research and Investigation Centre, Day Care Surgery, Poison Information Centre, Recovery Room and I.V. Team.

The following conditions will apply:

The nurses involved in job sharing are entitled to all the terms of the part-time collective agreement except those which are specifically referenced as follows:

Scheduling

- a) The nurses in a job shared position must accept the conditions and agree to cover for the scheduled hours of a full-time rotation.
- b) Posted schedules for job sharers will be based on a full-time schedule which will conform with the scheduling provisions of the full-time collective agreement.
- c) The division of the scheduled shifts shall be determined by mutual agreement of the two nurses and the Head Nurse of the unit.
- d) Job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- e) Job sharers are expected to cover for each other during vacation.
- f) Whenever possible, job sharers will be required to cover for their partners for absences not expected to exceed fourteen (14) calendar days due to illness or accident or other leave of absence. It is the responsibility of the partners to contact each other to arrange the coverage and to advise the Head Nurse

accordingly.

- g) 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 Head Nurse, 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

To initiate the job sharing process, nurses who are interested in job sharing their full-time position will advise their Head Nurse in writing and the successful candidate will be chosen by the Head Nurse on the basis of seniority. The successful candidate will assume his/her half of the position without having his/her half of the position posted.

The other half of the job sharing position will be posted and the selection process will include similar levels of clinical experience and proficiency.

Where the job sharing arrangements 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 established criteria.

If one of the job sharers leaves the arrangement, his/her position will be posted. If there is no successful applicant for 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 casual 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 M - WORKERS' COMPENSATION AND MODIFIED WORK

- M.1 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 who are on LTD.

- M.2 Prior to any nurse returning to work on a Modified Work Program, the Hospital will notify and meet with a designated representative of the Ontario Nurses' Association to discuss the circumstances surrounding the employee's return to suitable work.

- M.3 The Hospital agrees to provide the employee and the Association with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.