

SOURCE	Union		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	60		
NOMBRE D'EMPLOYÉS	73		

COLLECTIVE AGREEMENT

BETWEEN

WEST PARRY SOUND HEALTH CENTRE
[hereinafter referred to as the "Hospital"]

- AND -

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

PART-TIME

EXPIRY: MARCH 31, 1998

PARRY01.P98

10617(02)

- 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
 - Appendix 6 - O.N.A. Professional Responsibility Complaint Form

DATED AT TORONTO THIS **5TH DAY OF MAY, 1998**

FOR THE UNION

Dan Anderson

Mary Jane Mohan

Whitney Lake

Donna Bain

AnneMarie Leschinski

Cate Black

Linda Haslam Stroud

Valerie MacDonald

FOR THE HOSPITALS

Edward Crabtree

Gary Lucas

APPENDIX 1 - Grievance Form to be inserted here.

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY

ASSESSMENT COMMITTEE - CHAIRPERSONS

1. Lynne Taylor
Vice President
Patient Services
Queensway-Carleton Hospital
Ottawa
2. Mrs. Patricia Lang
Vice-President, Academic
Georgian College
Barrie
3. Ms. Louise Lemieux-Charles
Asst. Prof. & Program Director
HMRU, Dept. of Health Admin.
Faculty of Medicine
University of Toronto
Toronto
4. Ms. Patricia Mandy
Vice President, Community Health
Hamilton Health Sciences Centre
Hamilton
5. Mrs. Maxine Pastirik
Niagara College of Applied Arts
& Technology
Welland
6. Ms. Darlene Steven
Associate Professor
School of Nursing
Lakehead University
Thunder Bay
7. Pat Hall
Principal Chair
Seneca College
Toronto
8. Ms. Donna Tremblay
Dean, Health Sciences
Sault College of Applied Arts
& Technology
Sault Ste. Marie

**APPENDIX 6
ONA PROFESSIONAL RESPONSIBILITY COMPLAINT FORM**

NOTIFICATION OF IMPROPER WORK ASSIGNMENT

DATE/TIME OF OCCURRENCE _____ DATE TO EMPLOYER _____

AGENCY _____ WARD _____
SHIFT _____

TYPE OF CARE _____ BED CAPACITY _____
PATIENTS (#) _____

STAFFING _____ USUAL STAFFING _____

=====
I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

To correct this problem, I/we recommend:

=====

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED

DATE/TIME OF NOTIFICATION

RESPONSE / ACTION

=====
Signature of Complainant(s):

=====
I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses'

concerns, the *association may* consider these *issues* under the professional responsibility clause.

APPENDIX 3
SALARY SCHEDULES

REGISTERED NURSE:

	REGULAR STRAIGHT TIME HOURLY RATE	REGULAR STRAIGHT TIME HOURLY RATE
Start	17.94	18.30
Year 1	18.84	19.22
Year 2	19.59	19.98
Year 3	20.62	21.03
Year 4	21.64	22.07
Year 5	22.67	23.12
Year 6	23.95	24.43
Year 7	25.23	25.73
Year 8	26.51	27.04
Year 9	27.80	28.36

*Pay Equity Adjusted Rates

L 2

APPENDIX 3

SALARY SCHEDULES

CHARGE NURSE

	REGULAR STRAIGHT TIME HOURLY RATE	REGULAR STRAIGHT TIME HOURLY RATE
Start	18.94	19.30
Year 1	19.84	20.22
Year 2	20.59	20.98
Year 3	21.62	22.03
Year 4	22.64	23.07
Year 5	23.67	24.12
Year 6	24.95	25.43
Year 7	26.23	26.73
Year 8	27.51	28.04
Year 9	28.80	29.36

Pay Equity Adjusted Rates

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APPENDIX 3

SALARY SCHEDULES

GRADUATE NURSE

APRIL 1, 1997

	REGULAR STRAIGHT TIME HOURLY RATE	REGULAR STRAIGHT TIME HOURLY RATE
Start	16.86	17.20
Year 1	17.71	18.06
Year 2	18.41	18.78
Year 3	19.59	19.98
Year 4	20.34	20.75
Year 5	21.31	21.74
Year 6	22.51	22.96
Year 7	23.71	24.18
Year 8	24.92	25.42
Year 9	26.13	26.65

APPENDIX 4

SUPERIOR CONDITIONS

1) Educational Allowance

The Employer will pay the monthly educational allowances set forth hereunder to all nurses who are covered by this Agreement and who have completed their probationary period subject to the following conditions:

- a) The additional qualification of the degree or the certificate held is utilized directly in the job currently being performed.
- b) Proof of the degree or certificate from a school of recognized standing must be submitted by the nurse to the Employer.
- c) In accordance with the above, a nurse possessing more than one (1) degree or certificate shall be entitled only to the higher allowance provided thereunder.

Nurses shall receive recognition for educational preparation as follows:

CHA Nursing Unit Administration Course or recognized post-graduate course	- \$ 15.00/month
One (1) year University Diploma	- \$ 40.00/month
Bachelor's Degree	- \$ 80.00/month
Master's Degree	- \$ 120.00/month

2) Orientation

Newly hired nurses, who have not previously been employed by the Hospital, shall have an orientation of a minimum of five **(5)** tours of duty, including the unit, ward or area, and the shifts to which they may be assigned.

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APPENDIX 5

LOCAL ISSUES

BETWEEN

WEST PARRY SOUND HEALTH CENTRE
[hereinafter referred to as the "Hospital"]

- AND -

!

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

PART-TIME

PARRY01.P98

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ARTICLE A - RECOGNITION AND DEFINITIONS

clause
Sound District
1995 and the merger of
General Hospital and St.
occurred in 1995.

- A - 2** The word "nurses" when used throughout this Agreement shall mean persons included in the above-described Bargaining Unit.
- A - 3** The words "immediate supervisor" wherever used in this Agreement shall mean the Head Nurse, Supervisor or a person, as the case may be, to whom the nurse usually reports for duty.

ARTICLE B - MANAGEMENT RIGHTS

- (a) Maintain order, discipline and efficiency.
- (b) 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 by a nurse who has completed her/his probationary period may be the subject of a grievance and dealt with as herein provided.

- (c) Determine, in the interest of efficient operation and highest standard of service, classifications, the hours of work, work assignments, methods of doing the work and the work establishment for any service.
- (d) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.
- (e) Make and enforce and alter, from time to time, reasonable rules and regulations to be observed by the nurses. Prior to implementation, the Employer will advise the Union of changes in rules. The Union may make representations with respect to such rules and regulations.

B - 2 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - UNION REPRESENTATION

C - 1 The Employer acknowledges the right of the Union to appoint or elect from its membership the number of nurse representatives indicated in each of the following areas:

- 3 South, Paediatrics, ALS - two (2) representatives
- Day Surgery, OR - one (1) representative
- Emergency, ICU - one (1) representative
- Ambulatory Care, OBS - one (1) representative
- Church Street Site - two (2) representatives.

The function of these nurse representatives shall be to assist nurses in their respective areas in the processing of any grievance which properly arises under the provisions of the Agreement. Upon mutual agreement of the parties, the foregoing jurisdiction and numbers may be altered from time to time. Additionally, the Union may elect from its membership two (2) part-time nurses as nurse representatives.

C - 2 Grievance Committee

The Employer agrees to recognize a Grievance Committee consisting of two (2) nurses, one (1) of whom shall be a part-time nurse, in addition to the nurse representative from whose area the grievance arose.

C - 3 Hospital-Union Liaison Committee

There shall be a Hospital-Union Liaison Committee comprised of four (4) representatives of the Hospital, one (1) of whom shall be the Director of Nursing or her/his designate, and four (4) representatives of the Union, one of whom shall be the Local President, and one (1) of whom shall be a part-time nurse. The membership of the Committee may be expanded by mutual agreement. The representatives for part-time shall be elected from the part-time membership.

C - 4 The Employer agrees to recognize a Negotiating Committee comprised of three (3) representatives of the Union, one (1) of whom may be part-time, for the purpose of negotiating a Collective Agreement or renewal. The Negotiating Committee shall be limited to one (1) staff member from any nursing unit at any one time, including the President of the Local.

C - 5 The Employer shall continue its present practice of meeting with the general staff nurses to discuss matters of mutual concern.

C - 6 The Hospital agrees that an Officer of the Union or nurse representative shall be allowed a reasonable period of time within regular working hours to interview a newly hired nurse during her/his orientation period.

ARTICLE D - SENIORITY

D - 1 A copy of the seniority list will be filed with the Union on December 1st and June 1st.

ARTICLE E - LEAVE OF ABSENCE

E - 1 Union Business

Leave of absence, without pay, for Union business up to an aggregate full-time/part-time bargaining unit total of forty-five (45) days during each twelve (12) month term of this agreement will be granted provided two (2) weeks' advance notice is given to the Employer prior to the expected date of the commencement of such leave of absence and such leave of absence does not interfere with the continuous efficient operation of the Employer. Such leave shall not be unduly withheld.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Local Union agrees to reimburse the Hospital in the amount of the daily rate of the nurse except for

Provincial Committee meetings which will be reimbursed by the Union. The Hospital will bill the Local Union within a reasonable period of time. Not more than two (2) nurses, from each Bargaining Unit, shall be absent on such leave at the same time and only one (1) part-time nurse, from any nursing unit, shall be entitled to be on a leave of absence for Union business at any one (1) time.

E - 2 Pre-paid Leave Plan

The number of nurses that may be absent at any one (1) time shall be two (2) part-time nurses. The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Union and the Hospital.

ARTICLE F - PAID HOLIDAYS

F - 1 a) The Employer recognizes the following paid holidays, for regular part-time nurses:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	2nd Monday in November
Dominion Day	Christmas Day
Civic Holiday	Boxing Day
Nurse's Birthday*	Anniversary Date of Employment**
[*2nd Monday in February - Church Street employees]	
[**2nd Monday in June - Church Street employees]	

b) Casual part-time nurses required to work on any of the holidays defined by the Employment Standards Act shall be paid one and one-half (1½) times their regular straight time hourly rate for all hours worked on such holiday.

F - 2 A tour that begins or ends during the twenty-four (24) hour period on the above holidays where the majority of hours falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

F - 3 The Employer will endeavour to equitably distribute paid holidays among general staff nurses in each unit.

- F - 4 The Hospital will attempt to schedule a nurse off on a holiday when such holiday is in conjunction with her/his weekend off, unless otherwise mutually agreed. If the nurse works the weekend preceding the paid holiday, she/he shall work on the paid holiday as well unless otherwise mutually agreed. This applies only to the posted schedule.

ARTICLE G - VACATION WITH PAY

- G - 1 Part-time nurses will be paid their vacation entitlement with each pay.
- G - 2 Subject to the agreement of the affected nurse and her/his immediate supervisor, nurses with lieu time banked may utilize such time in place of approved vacation time.
- G - 3 Part-time nurses will make a vacation request six (6) weeks in advance.

ARTICLE H - HOURS OF WORK

- H - 1 The average weekly hours shall average thirty-seven and one-half (37%) over a four (4) week period.
- H - 2 Meal times of one-half (½) hour shall be scheduled away from the floor during the nurse's tour, whether day, evening or night.
- H - 3 A nurse will receive one (1) weekend in three (3) off. The Employer will endeavour to schedule one (1) weekend in ~~two~~ (2) off. Should a nurse be required to work three (3) consecutive weekends or more, she/he shall be paid premium pay as set out in Article 14.03 for the third [3rd] weekend and for each succeeding weekend worked until a weekend is scheduled off, 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; or
 - c) such weekend is worked as a result of an exchange of shift with another nurse.

A weekend shall be defined as sixty-four (64) consecutive hours off work following the completion of the Friday Day Tour.

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For the purposes of payment of weekend premium, payment will be made for all hours worked between twenty-three hundred (2300) hours Friday and twenty-three hundred (2300) hours Sunday night.

H - 4

The Employer will endeavour to maintain and achieve the following objectives in the formation of working schedules:

- a) Requests for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. The request for such a change shall be subject to approval by the Director of Nursing and will not result in additional cost to the Employer; which approval shall not be unreasonably withheld.
- b) No split shifts will be scheduled.
- c) A regular part-time nurse will be scheduled off at least four (4) days, in any two (2) week period, including at least one period of two (2) consecutive days off and a minimum of split days will be scheduled.
- d) Nurses will not be scheduled to work more than seven (7) consecutive days unless mutually agreed and only six (6) consecutive nights unless otherwise mutually agreed.
- e) Nurses will be required to rotate on only one (1) shift (i.e. days and evenings or days and nights) unless otherwise mutually agreed. Individual tour preferences will be considered on the basis of seniority provided patient care is not compromised.
- f) Schedules will be posted two (2) weeks in advance for a four (4) week period. Requests will be submitted one (1) week prior to posting.
- g) At least forty-eight (48) hours time off shall be scheduled following night tour. The Employer will make every reasonable effort not to schedule split days on the night tour.
- h) No more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed.
- i) The midnight shift is the first shift of the day.
- j) No less than two (2) consecutive tours off between changes of shift unless otherwise agreed.

- k) Subject to the final approval of the Unit Supervisor, self scheduling may be implemented between December 15th and January 15th so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Christmas Eve (December 24th), Christmas Day (December 25th), Boxing Day (December 26th) or New Year's Eve (December 31st) and New Year's Day (January 1st) will be included in the five (5) days off.

Should a nurse not receive a minimum of five (5) consecutive days off at either Christmas or New Year's, she/he shall receive premium payment at time and one-half (1½) for all shifts in violation of this clause.

- l) Prior to the posting of any changes to their scheduled shift, the Hospital will endeavour to notify nurses scheduled on a master rotation. It is recognized that the purpose of a master rotation is to allow for advanced planning and to alleviate the problem of special requests.

- m) The regular part-time commitment to be available shall be as follows:

- 1) a minimum of ~~two~~ (2) tours per week; a tour is defined as the number of hours predominately scheduled on each respective unit for part-time nurses.
- 2) forty-six (46) weeks per year;
- 3) work Christmas or New Year's, part-time staff will alternate Christmas or New Year's each year unless otherwise mutually agreed;
- 4) work no more than fifty percent (50%) of the paid holidays;
- 5) work ~~two~~ (2) tours;
- 6) available to work ~~two~~ (2) out of four (4) weekends;
- 7) this commitment is not to be construed as a guarantee of work.

- n) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.

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- o) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour **to** offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
- 1) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
 - 2) A tour **will** be deemed to be offered whenever a call is placed.
 - 3) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
 - 4) When a regular part-time nurse accepts an additional tour, **she/he** must report for that tour unless arrangements satisfactory to the Hospital are made.
 - 5) Provided they are qualified, nurses may submit their availability to work additional tours to more than one **(1)** unit, if to **do so** is in accordance with existing Hospital practice.

H - 5

Twelve Hour Schedule

- a) Nurses **shall** be scheduled to work no more than four **(4)** consecutive tours, except by mutual consent. The Hospital will endeavour to schedule nurses to work no more than three (3) consecutive tours, except by mutual consent, or during weeks which contain **a** paid holiday. At least one **(1)** extended tour off will be scheduled between shifts.
- b) Nurses shall receive every second [2nd] weekend off duty, unless otherwise agreed to between the nurse and the Employer.

A weekend is defined as **a** minimum of five (5) consecutive extended tours off, which shall commence not later than 1930 hours on Friday.
- c) The Hospital will endeavour not to require a nurse to change tours more than once during a week, unless otherwise mutually agreed.
- d) No more than **two** (2) consecutive weeks will be scheduled on the night tour, unless mutually agreed.

L 15

- e) Requests for change in posted schedules may be made in writing, provided they are **co-signed** by the nurse willing to exchange days off or tours of duty.
- f) No split shifts will be scheduled.
- g) Schedules will be posted **two (2)** weeks in advance for a four (4) week period. Requests will be submitted one (1) week prior to posting.
- h) The Employer will schedule five (5) consecutive days off at either Christmas or New Year's and in alternate years, unless otherwise mutually agreed. Such time to include December **24th, 25th, and 26th** for Christmas or December **31st** and January 1st for New Year's. Each nurse will be advised of their time five **(5)** weeks in advance.

Should a nurse not receive a minimum of five (5) consecutive days off at Christmas or New Year's, she shall receive premium payment at time and one-half (1 ½) for all shifts in violation of this clause.

- i) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where eighty percent (80%) of the nurses in a given unit are in favour, and where the Hospital is also in agreement.
- j) The initial scheduling of these extended tours shall in no way commit the Hospital to continue to schedule any extended tours after the trial period. Nor shall the Hospital be obligated to complete the initial trial period if, in the Hospital's opinion, the scheduling of extended tours should be discontinued because the extended tour scheduling is having adverse effects upon patient care, or because the Hospital is experiencing difficulty in providing a workable **staffing** schedule.
- k) When notice of discontinuance is given by either party, then:
 - (1) the parties shall meet within **two (2)** weeks' of the given notice to review the request for discontinuation, and
 - (2) where it is determined that the compressed work week will be discontinued, affected nurses shall be given six **(6)** weeks notice before the schedules are so amended.
- l) Following the trial period, the extended tour arrangement will be continued upon agreement of the Hospital. At any time following the trial period the extended tour schedule will be discontinued if fifty percent (50%) of the nurses involved request the discontinuation of

L 16

this tour system, or if the Hospital feels the extended tour schedule is having adverse effects on patient care, or because the Hospital is experiencing difficulty in providing a workable staffing schedule. When notice of discontinuance is given by either party following the trial period, then clause #~~(j)~~ shall apply.

- m) Where the majority of the nurses on the unit in question have voted to initiate the trial period, and where the extended tour arrangement is continued after the trial period, then all nurses on the unit in question shall be required to work the extended tour.

ARTICLE I - MISCELLANEOUS

I - 1 The Employer will arrange to provide space on a bulletin board on each floor, and one (1) at the Church Street Site, which may be used by the Union for posting notices of Union meetings or other Union activities. The nature of the postings will not offend the spirit of mutual co-operation between the Union and the Hospital.

I - 2 All ~~written~~ Hospital policies pertaining to nursing shall be made available for all staff to see.

I - 3 The Hospital shall permit the distribution of Union contracts and materials related to Union business on the Hospital's premises. The time and place for distribution of contracts will be arranged with Personnel.

I - 4 a) The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property i.e. eye glasses, ripped uniforms, personal clothing, etc. during the performance of her/his duties.

b) The Hospital, with the nurse's consent, will inform the Union within twenty-four **(24)** hours of any nurse who has been assaulted while performing her/his work. Such information shall be submitted, in writing, to the Union as soon as possible.

I - 5 Personal Data

It will ~~be~~ the responsibility of the nurse to advise the Hospital of any changes in name, address, phone number, bank account, or status of beneficiary.

ARTICLE J - MODIFIED WORK

- J - 1 The Hospital will notify the Local President of the Local Nurses' Union of the names of all nurses who go off work due to a work related injury or when a nurse goes on long term disability.

- J - 2 When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

- J - 3 The Hospital agrees to provide the Union with a copy of the Workers' Compensation Board's Form 7 at the same time as it is sent to the Board.

ARTICLE K - PAID PARKING

- K - 1 The Employer agrees to meet with the Union prior to implementing paid parking to discuss rates.

ARTICLE L - PAYMENT OF WAGES AND ALLOWANCES

- L - 1 The Hospital will arrange for payment of wages at or before fourteen hundred and thirty (1430) hours every second [2nd] Friday. On each pay day, a nurse will be provided with an itemized statement.

- L - 2 Payment of wages will be direct deposit to a financial institution of the nurse's choice which will be selected from a list provided by the Hospital.

- L - 3 When errors of payment on a employee's pay slip are discovered, they shall be rectified and the employee shall be paid as soon as the Director of Finance and Personnel has had an opportunity to verify the error. The employee involved shall not have to wait until the next pay period for correction of the error, unless by mutual agreement between the Hospital and the employee provided for correction at a later date.

ARTICLE M - JOB SHARING

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 agreed to by the parties:

M - 1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.

M - 2 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be 50/50 between two (2) nurses unless mutually agreed otherwise by the two (2) nurses involved and the Hospital.

M - 3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.

M - 4 Each job sharer may exchange shifts with her/his partner, as well as other nurses as provided by the Collective Agreement.

M - 5 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.

M - 6 Coverage

a) 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 prolonged or extended absences.

b) Vacation. Maternity Leave and other leaves pursuant to Article 11 of the Central Full-Time and Part-Time Collective Agreements:

In the event that one (1) 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.

M - 7 Implementation

a) 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 Agreements.

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- b) Any incumbent full-time nurse wishing to share her/his position, may do so without having her/his half (½) 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.
- c) If one (1) of the job sharers leaves the arrangement, her/his 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 for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

M - 8

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.

SIGNING PAGE - LOCAL ISSUES

SIGNED AT PARRY SOUND, ONTARIO, THIS 4TH DAY OF MARCH, 1998.

FOR THE EMPLOYER:

Alex O'Brien

Loraine Hadden

Mary Thomas Beggs

B Hall

FOR THE UNION:

John Allen GAO
Employment Relations Officer

Janice Ann Anderson

Paula Peindler R.W.

J Berg P.O.

E1 OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE -JAMES STREET SITE
[hereinafter referred to as the "Hospital"]

- AND -

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

RE: CALL-BACK

A nurse who is called back to work for less than four (4) hours and who is subsequently called back within the original four (4) hours call-back will not receive a second four hour guarantee unless the second call extends beyond the initial four hour period in which case Article 15.08 shall re-apply.

DATED AT PARRY SOUND, ONTARIO, THIS 21ST DAY OF OCTOBER, 1993.
RENEWED AT PARRY SOUND, ONTARIO, THIS 4TH DAY OF MARCH, 1998.

FOR THE HOSPITAL

Alex O'Brien

Roxann Gilder

Mary Thomas Legg

B Hill

FOR THE UNION:

[Signature]
Employment Relations Officer

Paula Rutherford Sr.

[Signature]

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LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE -JAMES STREET SITE
[hereinafter referred to as the "Hospital"]

- AND -

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

RE: OPERATING ROOM

The parties agree to the following terms and conditions for regular part-time nurses in the Operating Room:

- 1) If a regular part-time nurse is required to work in excess of the hours worked in either 13.01 or 13.02 of the Central Agreement, she/he shall receive overtime premium of one and one-half (1½) times her/his regular straight time hourly rate, which overtime premium shall be compensated by mutual agreement of the nurse and the Employer by either:
 - a) payment of overtime at applicable rates, OR
 - b) lieu time off at the rate of one and one-half (1½) times the time so worked.
- 2) Regular part-time nurses may accrue such overtime hours as per the Central Full-time Collective Agreement, Article 14.01.
- 3) Regular part-time nurses will receive standby scheduling as per the Full-Time Local Appendix.

.....continued

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**LETTER OF UNDERSTANDING
RE: OPERATING ROOM**

- 4) Accumulated overtime hours shall not be scheduled by the Employer unless at a mutually agreeable time.

**DATED AT PARRY SOUND, ONTARIO, THIS 21ST DAY OF OCTOBER, 1993.
RENEWED AT PARRY SOUND, ONTARIO, THIS 4TH DAY OF MARCH, 1998.**

FOR THE EMPLOYER:

Alex O'Brien

Roxann Melton

Marge Thomas Reg

B. Hill

FOR THE UNION:

Richard M. G.W.
Employment Relations Officer

Janice Heschman Reg

Paula Reinders RW

J. Berg RW

LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

[hereinafter referred to as the "Employer"]

- AND -

ONTARIO NURSES' ASSOCIATION

[hereinafter referred to as the "Union"]

RE: REGULAR PART-TIME SCHEDULING

Scheduling Guidelines

- 1) The Health Centre shall distribute the available shifts for a specific unit to Regular Part-time RN's on the unit by seniority as follows:
 - The Health Centre will offer the most senior R.N. the first two **(2)** shifts;
 - The Health Centre will offer the next most senior R.N. **two (2)** shifts, etc., until all shifts have been assigned or each R.N. has two (2) shifts assigned within the scheduling provisions of the collective agreement.
2. All shifts left unassigned on each unit will be distributed amongst the Regular Part-time R.N.'s from other units based on seniority in order to ensure that each Regular Part-time R.N. has two **(2)** shifts before any Part-time R.N. is given a third (3rd) shift. This will be done where the R.N. is qualified to work in the area **as** determined by the Health Centre and where shifts are available and can be assigned within the scheduling provisions of the collective agreement.
3. Any further shifts that are available and remain unassigned shall be equitably distributed by seniority to the Regular Part-time R.N.'s for that unit, assuming that the shift can be assigned within the scheduling provisions of the collective agreement and the nurse's stated availability.
4. Remaining shifts will be distributed equitably by seniority amongst Regular Part-time R.N.'s from other units, providing the R.N. is qualified to work in that area as determined by the Health Centre and that the shift can be assigned within the scheduling provisions of the collective agreement.
5. Job-sharers will be offered unassigned shifts as per item **two (2)**, **three (3)**, and **four (4)** above when both the nurse and her job-sharing partner are not scheduled to work at any time on the day.

continued... . . .

LETTER OF UNDERSTANDING - REGULAR PART-TIME SCHEDULING

6. Where no Regular Part-time R.N. is available to work the shift after following steps one (1) to five (5) above, a casual R.N. shall be asked to work.
7. None of the above constitutes a guarantee of hours of work.
8. The Union agrees to dissolve the Board of Arbitration scheduled to hear this grievance on July 9, 1997.
9. The above settlement is reached without prejudice to any position either party may take now or in the future on this or any similar issue.

SIGNED AT PARRY SOUND, ONTARIO, AND DATED THIS 26TH DAY OF JUNE, 1997.

FOR THE EMPLOYER:

Alex O'Brien

Roxanne Tudden

Mary Thomas King

B. Well

FOR THE UNION:

[Signature]
Employment Relations Officer

Janice Verschueren King

Paula Feunder R.S.

J. Bergan

BETWEEN

WEST PARRY SOUND HEALTH CENTRE
[hereinafter referred to as the "Employer"]

-AND-

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

RE: PERMANENT EVENING/NIGHT SHIFTS

The parties agree to delete articles H-5 (p) full-time, and H-4 (m) part-time, on the understanding that Anita Reekie and June Harris shall continue to work permanent evening/night shifts.

DATED AT PARRY SOUND, ONTARIO, THIS 4TH DAY OF MARCH, 1998.

FOR THE EMPLOYER:

Loxann Tisdler

Ray Thomas Berg

B. Hill

FOR THE UNION:

[Signature]

Employment Relations Officer
[Signature]

Paula Henderson R.N.

[Signature]

[Signature]
