

SOURCE	ONA
EFF.	9/04/01
TERM.	9/03/31
No. OF EMPLOYEES	90
NOMBRE D'EMPLOYÉS	90

COLLECTIVE AGREEMENT

BETWEEN

WEST LINCOLN MEMORIAL HOSPITAL  
(hereinafter referred to as "The Hospital")

AND

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

Expiry: March 31, 1998

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APPENDIX 3SALARY SCHEDULE

(REGULAR STRAIGHT TIME HOURLY RATE)

Registered Nurse - Full-time

Effective	<u>April 1, 1993</u>		<u>January 1, 1994</u>		<u>January 1, 1995</u>	
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>
Start	17.10	2778.75	17.38	2824.25	17.66	2869.75
1 Year	18.00	2925.00	18.28	2970.50	18.56	3016.00
2 Years	18.75	3046.88	19.03	3092.38	19.31	3137.88
3 Years	19.78	3214.25	20.06	3259.75	20.34	3305.25
4 Years	20.80	3380.00	21.08	3425.50	21.36	3471.00
5 Years	21.83	3547.38	22.11	3592.88	22.39	3638.38
6 Years	23.11	3755.38	23.39	3800.88	23.67	3846.38
7 Years	24.39	3963.38	24.67	4008.88	24.95	4054.38
8 Years	25.67	4171.38	25.95	4216.88	26.23	4262.38
9 Years	26.96	4381.00	27.24	4426.50	27.52	4472.00

January 1, 1996

start	17.94	2915.25
1 Year	18.84	3061.50
2 Years	19.59	3183.38
3 Years	20.62	3350.75
4 Years	21.64	3516.50
5 Years	22.67	3683.88
6 Years	23.95	3891.88
7 Years	25.23	4099.88
8 Years	26.51	4307.88
9 Years	27.80	4517.50

Graduate Nurse

	<u>April 1, 1993</u>	<u>January 1, 1994</u>	<u>January 1, 1995</u>
Start	16.05	16.33	16.61
1 Year	16.93	17.21	17.49

January 1, 1996

Start	16.89
1 Year	17.77

APPENDIX 3SALARY SCHEDULE

(REGULAR STRAIGHT TIME HOURLY RATE)

Registered Nurse - Part-time

Effective	<u>April 1, 1993</u>	<u>January 1, 1994</u>	<u>January 1, 1995</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
Start	17.10	17.38	17.66
1 Year	18.00	18.28	18.56
2 Years	18.75	19.03	19.31
3 Years	19.78	20.06	20.34
4 Years	20.80	21.08	21.36
5 Years	21.83	22.11	22.39
6 Years	23.11	23.39	23.67
7 Years	24.39	24.67	24.95
8 Years	25.67	25.95	26.23
9 Years	26.96	27.24	27.52

January 1, 1996

<b>start</b>	17.94
1 Year	18.84
2 Years	19.59
3 Years	20.62
4 Years	21.64
5 Years	22.67
6 Years	23.95
7 Years	25.23
8 Years	26.51
9 Years	27.80

Graduate Nurse

	<u>April 1, 1993</u>	<u>January 1, 1994</u>	<u>January 1, 1995</u>
Start	16.05	16.33	16.61
1 Year	16.93	17.21	17.49

January 1, 1996

Start	16.89
1 Year	17.77

APPENDIX 4

SUPERIOR CONDITIONS

The parties recognize that no superior benefits, rights, privileges, practices, terms or conditions of employment **flow** from the Collective Agreement.

## APPENDIX 5

## APPENDIX OF LOCAL PROVISIONS

ARTICLE A - RECOGNITIONFull-time only

- A-1 The Hospital recognizes the Ontario Nurses' Association **as** the bargaining agent of all registered and graduate nurses employed in a nursing capacity by West Lincoln Memorial Hospital at Grimsby, save and except Head Nurse and Supervisors and persons above the rank of Head Nurse and Supervisor, Inservice Director, Infection Control Director - Day Co-ordinator, Director of Discharge Planning Services, Employee Health nurse, and persons regularly employed for not more than twenty-four (24) hours per week.

Part-time only

- A-2 The Hospital recognizes the Ontario Nurses' Association **as** the bargaining agent of all registered and graduate nurses employed for not more than twenty-four (24) hours per week in a nursing capacity by West Lincoln Memorial Hospital at Grimsby, save and except Head Nurse and Supervisor, Inservice Director, Infection Control Director - Day Co-ordinator, Director **of** Discharge Planning Services and Employee Health Nurse.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the hospital and without limiting the generality of the foregoing it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, direct, classify, transfer, promote, demote, lay-off, recall, discharge and suspend or otherwise discipline nurses provided that a claim by a nurse that she has been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) establish, alter and enforce reasonable rules and regulations to be observed by the nurses;
  - (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of nurses required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified

elsewhere in this Agreement.

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

### ARTICLE C - REPRESENTATION AND COMMITTEES

**C-1** The parties agree that nurse representatives and Committee members may be from either the full-time or part-time bargaining unit and shall represent both bargaining units. It is understood that the total number of nurses as nurse representatives or Committee members shall not exceed the following:

- i) Nurse Representative<sup>3</sup> - seven (7) nurses.
- ii) Grievance Committee - up to three (3) nurses of whom no more than one (1) shall be from any one unit or area with the exception of the area where the local president works.
- iii) Hospital-Association Committee - up to three (3) nurses of whom no more than one (1) shall be from any one unit or area with the exception of the area where the local president works.
- iv) Negotiating Committee - up to three (3) nurses of whom no more than one (1) shall be from any one unit or area with the exception of the area where the local president works..
- v) Accident Prevention - Health & Safety Committee  
- one (1) nurse and one (1) alternate nurse who may attend and participate in all meetings but shall have a vote only when replacing the nurse representative. Payment in accordance with the OH&SA for the alternate shall apply when replacing the nurse representative.

- C-2**
- (a) Interview period provided for in Article 5.06 will be scheduled during the newly hired nurse's orientation period.
  - (b) The Hospital shall advise the Local President or her designate, of the date, time and location for such interview at least one (1) week in advance.

### ARTICLE D - SENIORITY

**D-1** The seniority list, as provided for in Article 10.02, will be filed with the Association and posted on the Association bulletin board on or before February 1st and August 1st of each year.

## ARTICLE E - LEAVE FOR ASSOCIATION BUSINESS

E-1 **As** provided for in Article 11.02 the accumulative total leave of absence of all nurses, including full-time and part-time nurses, shall be **fifty (50)** days during the calendar year and subject to the following conditions:

- i) The Association will, if possible, notify the Hospital in writing four (4) weeks in advance of the requested leave;
- ii) No more than three (3) nurses shall be absent at any one time of whom no more than one (1) shall be from any one (1) unit or area with the exception of the area in which the President works.
- iii) The granting of leave shall be subject to the staffing requirements of the Hospital, however, such request shall not be unreasonably denied.

## ARTICLE F - HOURS OF WORK

### F-1 Scheduling: Objectives - Full-Time Only

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules for nurses working on a seven and one-half (7-1/2) hour tour basis:

- (a) ~~Shift~~ schedules will be posted four (4) weeks in advance and cover a minimum period of six (6) weeks.
- (b) A request by a nurse for a change in the posted ~~shift~~ schedule must be submitted in writing and co-signed by the nurse willing to make the exchange. Such request is subject to approval by the Hospital and will not be unreasonably denied. Such exchange shall not in any event result in premium or overtime payment by the Hospital. Such exchange must be made during the period of time covered by the posted schedule or be considered a request for Leave of Absence.
- (c) A nurse will be scheduled to work no more than seven (7) consecutive tours in a row without her consent, and the Hospital will endeavour to keep split tours off to a minimum unless requested by the nurse. Where this provision is exceeded, a premium will occur and the nurse shall be paid in accordance with Article 14.03 for those tours in excess of seven (7) consecutive tours.
- (d) The Hospital shall schedule two (2) weekends off in four (4) and shall endeavour to schedule alternate weekends off. If a nurse is required to work a third (3rd) consecutive weekend, she will receive premium pay **as** provided for in Article 14.03 for all hours worked on such third



Scheduling Objectives - Full-Time Only - Continued

(3rd) weekend and each subsequent weekend worked until a weekend off is scheduled save and except where:

- (1) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
- (2) such nurse requested weekend work, or Regular part-time request weekend work only; or
- (3) such weekend is worked **as** a result of exchange of tours with another nurse.

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

- (e) At least sixteen (16) hours off will be scheduled between **shift** changes. At least forty-eight (48) hours off will be scheduled following the night **shift** when changing the schedule to either the day shift or evening shift. Where a nurse is scheduled or called in such in that this provision is not met, the nurse will be paid in accordance with Article 14.03 for time worked.
- (f) The Hospital will endeavour to schedule a **minimum** of five (5) consecutive days off at either Christmas or New Year's in alternate years, unless mutually agreed otherwise.

The scheduling provisions of F-1 may be waived by the Hospital between the third (3rd) Monday in December and the second (2nd) Monday in January, to provide for **Christmas** and New Year's scheduling.

Time off at Christmas will include December 24, December 25 and December 26.

Time off at New Year's will include December 31 and January 1.

**This** provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

The Christmas and New Year's schedule will be posted by the second (2nd) Monday in November.

Leave of Absence requests will be considered on a seniority basis during the Christmas scheduling period, if staffing allows. Full-time nurses may designate such leave days as vacation for the purpose of keeping their salary whole.

Scheduling Objectives - Full-Time Only - Continued

- (g) The day shift will be the first shift of the day.
- (h) The two fifteen (15) minute relief periods provided for under Article 13.01 (b) may be combined into one thirty (30) minute relief period upon agreement of the Hospital.

F-2 Where a nurse chooses equivalent time off under Article 14.09 such time off will be scheduled at a mutually agreeable time within sixty (60) calendar days following the occurrence of the overtime or payment will be made in accordance with Article 14.09.

ARTICLE F - HOURS OF WORK - SCHEDULING REGULATIONS[Regular Part-Time Nurses Only]

- F-3 (a) A regular part-time nurse's commitment to be available for work, as required, will include the following conditions:
- (1) Available to work at least three (3) scheduled tours per week;
  - (2) Available to work at least two (2) weekends in four (4);
  - (3) Available to work all three (3) shifts (days, evenings, nights), except that no nurse shall be scheduled for more than two (2) different shifts in any given week;
  - (4) Available to work **as** scheduled over either the Christmas or New Year's period subject to Article F-2 (e).

A commitment that a regular part-time nurse must make **as** specified herein is not a guarantee that the nurse will be scheduled to work according to this commitment. Further, the simple making of a commitment does not automatically transform a casual nurse into a regular part-time nurse.

F-4 Scheduling Objectives - (Regular Part-Time Nurses Only)

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules for nurses working on a seven and one-half (7-1/2) hour tour basis:

- (a) Shift schedules will be posted four (4) weeks in advance **and** cover a **minimum** period of six (6) weeks.
- (b) A request by a nurse for a change in the posted shift schedule must be submitted in writing and co-signed by the nurse willing to make the exchange. Such request is subject to approval

by the Hospital and will not be unreasonably denied. Such exchange shall not in any event

Scheduling Objectives - (Regular Part-Time Nurses Only)

result in premium or overtime payment by the Hospital. Such exchange must be made during the period of time covered by the posted schedule or be considered a request for Leave of Absence.

- (c) If a nurse is required to work on a third (3rd) consecutive weekend, she will receive premium pay as provided for in Article 14.03 for all hours worked on such third (3rd) weekend and subsequent weekends until a weekend off is scheduled save and except where:
- i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse requested weekend work; or
  - iii) such weekend is worked **as** a result of exchange of tours with another nurse.

For the purpose of this section, a weekend is defined **as** any period of fifty-six (56) consecutive hours during the period following completion of the Friday day tour until commencement of the Monday day tour.

- (d) When scheduling tour rotation changes, at least sixteen (16) hours off will be scheduled between **shift** changes. At least forty-eight (48) hours **off** will be scheduled following the night **shift** when changing the schedule to either the day **shift** or evening **shift**. Should the Hospital fail to adhere to **this** provision, the nurses will be paid in accordance with Article 14.03 for time worked.
- (e) The Hospital will endeavour to schedule a minimum of five (5) consecutive days off at either **Christmas** or New Year's in alternate years, unless mutually agreed otherwise.

The scheduling **provisions** of F-2 may be waived by the Hospital between the second (2nd) Monday in December **and** the second (2nd) Monday in January, to provide for **Christmas** and New Year's scheduling.

Time off at **Christmas** will include December 24th, December 25th and December 26th.

Time off at New Year's will include December 31st and January 1st.

This provision will not apply to **areas** where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

The Christmas and New Year's schedule will be posted by the second (2nd) Monday in November.

Scheduling Objectives - (Regular Part-Time Nurses Only) - Continued

Leave of Absence requests will be considered on a seniority basis during the Christmas scheduling period, if staffing allows. Full-time nurses may designate such leave days as vacation for the purpose keeping their salary whole.

- (f) The day shift will be the first shift of the day.
- (g) The two fifteen (15) minute relief periods provided for under Article 13.01 (b) may be combined into one thirty (30) minute relief period upon agreement of the Hospital.
- (h) (1) All regular part-time nurses in a unit will be scheduled equitably up to their committed hours (45 hours) before any casual part-time nurses are utilized.

The Hospital **further** agrees that additional regular part-time positions will not be added that result in a reduction of the normal hours of work for the existing regular part-time nurses on the **unit** without the agreement of the Union.

- (2) 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:
  - i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
  - ii) A tour will be deemed to be offered whenever a call **is** placed;
  - iii) It **is** understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
  - iv) When a regular part-time nurse accepts **an** additional tours, she/he must report for that tour unless arrangements satisfactory to the Hospital are made; **and,**
  - v) Provided they are qualified, nurses may submit their availability to **work** additional tours to more than one unit, if to do **so is** in accordance with existing Hospital practice.

Note: Job sharers are included in the call in of extra available hours. After regular

part-time who are not job sharers have been given the opportunity to work up to their commitment.

ARTICLE G - PAID HOLIDAYS

G-1 The designation of paid holidays under Article 15.01 are as follows:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1st	Boxing Day

G-2 Full-time nurses only

Where a nurse is entitled to a lieu day under Article 15.04 or 15.05, such day off must be taken at a mutually agreeable time within thirty (30) days before or sixty (60) days after the holiday or payment shall be made in accordance with Article 15.03.

ARTICLE H - VACATIONS

H-1 The date for determining vacation entitlement under Article 16.01 shall be March 31st. The vacation year will be from April 1st of any given year to March 31st of the following year.

- H-2 (a) Nurses may request vacation time in single and/or multiple days.
- (b) Vacation lists showing a nurse's seniority ranking and vacation entitlement shall be posted no later than February 1st of each year. The nurse will indicate her preference for vacation no later than February 28th.
- (c) A finalized list will be posted by the Hospital by April 1st of each year.
- (d) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority. A nurse who splits her vacation must indicate her first choice. In cases of conflict, seniority shall only apply once in a vacation year.
- (e) The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital.
- (f) Vacations will not be scheduled for the period from the second Monday in December to the

second Monday in January except in extenuating circumstances.

- (g) The Hospital will not entertain any changes to the vacation request list until after the finalized list is posted on April 1st. Following that, nurses wishing to change their scheduled vacation may be permitted to do so; however, it is understood that they will not be permitted to bump junior nurses whose vacation has been previously scheduled.

H-3 Where a nurse splits her vacation and her approved vacation follows her scheduled weekend off, according to the master rotation, and the master rotation is subsequently altered by the Hospital, a nurse shall be granted the weekend off prior to her vacation.

H-4 Full-time nurses only

Vacation pay will be paid to full-time nurses in advance of their vacation period, if they so request. Such requests must be submitted at least four (4) weeks in advance of the commencement of the vacation.

**ARTICLE I - EXTENDED TOURS**

I-1 A. Extended tours shall be introduced into any unit when:

- i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
- ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.

B. A compressed work week may be discontinued in any unit when:

- i) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
- ii) the Hospital because of
  - (a) adverse effect on patient care,
  - (b) inability to provide a workable staffing schedule, or
  - (c) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the compressed work week in the schedule.

C. When notice of discontinuation is given by either party in accordance with paragraph B. 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 compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

## I-2 Scheduling Objectives - Extended Tours

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules for nurses working on an extended tour basis:

- (a) **Shift** schedules will be posted four **(4)** weeks in advance and cover a minimum period of six **(6)** weeks.
- (b) A request by a nurse for a change in the posted shift schedule must be submitted in writing and co-signed by the nurse willing to make the exchange. Such request **is** subject to approval by the Hospital and will not be unreasonably denied. Such exchange shall not in any event result in premium or overtime payment by the Hospital. Such exchange must be made during the period of time covered by the posted schedule or be considered a request for Leave of Absence.
- (c) Nurses on extended tours will not be scheduled to work more than three **(3)** extended tours unless mutually agreed otherwise.

### Part-time nurses only

- (d) If a nurse is required to work a third (3rd) consecutive weekend, she will receive premium pay **as** provided for in Article 14.03 for all hours worked on such third (3rd) weekend and each subsequent weekend worked until a weekend off is scheduled save and except where:
  - (1) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
  - (2) -such nurse requested weekend work; or
  - (3) such weekend is worked **as** a result of exchange of tours with another nurse.
  - (4) the nurse makes a written request for weekend work **only**.

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

Full-time nurses only

- (e) If a nurse is required to work a second (2nd) consecutive weekend, she will receive premium pay **as** provided for in Article 14.03 for all hours worked on such second (2nd) weekend and each subsequent weekend worked until a weekend off is scheduled save and except where:
- (1) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
  - (2) such nurse requested weekend work; or
  - (3) such weekend is worked as a result of exchange of tours with another nurse.

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

- (f) The Hospital will endeavour to schedule a minimum of five **(5)** consecutive days off at either Christmas or New Year's in alternate years, unless mutually agreed otherwise.

The scheduling provisions of I-2 may be waived by the Hospital between the third (3rd) Monday in December and the second (2nd) Monday in January, to provide for Christmas and New Year's scheduling.

Time off at Christmas will include December 24, December 25 and December 26.

Time off at New Year's will include December 31 and January 1.

**This** provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

The Christmas and New Year's schedule will be posted by the second (2nd) Monday in November.

Leave of Absence requests will be considered on **a** seniority basis during the Christmas scheduling period, if staffing allows. Full-time nurses may designate such leave days **as** vacation for the purpose keeping their salary whole.

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



ARTICLE J - JOB SHARING

J-1 **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:

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. 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 Head Nurse on the unit.
3. The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses **as** provided by the Collective Agreement.
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.

Coverage:

6. (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 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:

7. 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.

8. 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.
9. 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 K - MISCELLANEOUS

- K-1 The Hospital shall provide two (2) bulletin boards for the use of the Association in mutually agreed locations.
- K-2 Any regular earnings of seven and one-half (7-1/2) hours or more, omitted on a nurse's pay which is not caused by the nurse's error, and which is brought to the attention of the Hospital within three (3) working days of the payday, shall be advanced to the nurse in the amount of One Hundred Dollars (\$100.00) for each seven and one-half (7-1/2) hours (\$150.00 for an extended tour) within three (3) working days of notification of the omission.
- K-3 As provided in Article 11.11, one (1) full-time and two (2) part-time nurses may be off at any one time under the Prepaid Leave Plan.
- K-4 The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

ARTICLE L - HEALTH & SAFETY

- L-1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses for whom dues deductions were not made in the previous month due to Workers' Compensation or Long Term Disability absence.

- L-2 When it has been medically determined that an employee is unable to return to the full duties of her 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.
- L-3 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.
- L-4 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.



LETTER OF UNDERSTANDING

BETWEEN

WEST LINCOLN MEMORIAL HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

- (1) The employer agrees not to change the master rotations on any unit for the purpose of scheduling paid holidays off.
- (2) The union agrees to participate in self-scheduling ONA trial basis in the Emergency department, effective with the Christmas schedule for 1996.
- (3) The employer agrees to offer any blocks of pre-scheduled day shifts that arise in the Intensive Care Unit to the full-time nurses prior to the schedules being posted.

Dated at Grimsby, Ontario this 20 day of January, 1997.<sup>8</sup> *see J*  
*cal*

FOR THE HOSPITAL

Plesko  
Ellison  
Daly  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE ASSOCIATION

Bruno  
James Waugh, NCA President  
 \_\_\_\_\_  
 \_\_\_\_\_