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COLLECTIVE AGREEMENT

BETWEEN

WELLAND COUNTY GENERAL HOSPITAL
(HEREINAFTER REFERRED TO AS THE "HOSPITAL")

AND

ONTARIO NURSES' ASSOCIATION
(HEREINAFTER REFERRED TO AS THE "ASSOCIATION")

Effective: April 1, 1996

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APPENDIX 3

A - SALARY SCHEDULE - FULL-TIME

The regular straight time monthly/hourly salary rates shall be as follows:

Registered Nurse

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

Effective
January 1, 1996

	<u>Monthly</u>	<u>Hourly</u>
Start	2915.25	17.94
1 Year	3061.50	18.84
2 Years	3183.38	19.59
3 Years	3350.75	20.62
4 Years	3516.50	21.64
5 Years	3683.88	22.67
6 Years	3891.88	23.95
7 Years	4099.88	25.23
8 Years	4307.88	26.51
9 Years	4517.50	27.80

Quick Response Worker

	<u>Effective</u> <u>April 1, 1993</u>		<u>Effective</u> <u>January 1, 1994</u>		<u>Effective</u> <u>January 1, 1995</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
start	2549.63	15.69	2595.13	15.97	2640.63	16.25
1 Year	2598.38	15.99	2643.80	16.27	2689.38	16.55
2 Years	2663.38	16.39	2708.88	16.67	2754.38	16.95
3 Years	2769.00	17.04	2814.50	17.32	2860.00	17.60
4 Years	2874.63	17.69	2920.13	17.97	2965.63	18.25
5 Years	3004.63	18.49	3050.13	18.77	3095.63	19.05
6 Years	3142.75	19.34	3188.25	19.62	3233.75	19.90
7 Years	3339.38	20.55	3384.88	20.83	3430.38	21.11
8 Years	3513.25	21.62	3558.75	21.90	3604.25	22.18
9 Years	3688.75	22.70	3734.25	22.98	3779.75	23.26

Effective
January 1, 1996

	<u>Monthly</u>	<u>Hourly</u>
Start	2686.13	16.53
1 Year	2734.88	16.83
2 Years	2799.88	17.23
3 Years	2905.50	17.88
4 Years	3011.13	18.53
5 Years	3141.13	19.33
6 Years	3279.25	20.18
7 Years	3475.88	21.39
8 Years	3649.75	22.46
9 Years	3825.25	23.54

Non-Registered Nurse

	<u>April 1, 1993</u>		<u>Jan. 1, 1994</u>		<u>Jan. 1, 1995</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
start	2566.65	15.79	2608.68	16.05	2650.71	16.31
1 Year	2703.88	16.64	2745.94	16.90	2788.00	17.16
2 Years	2821.27	17.36	2863.40	17.62	2905.53	17.88
3 Years	2979.44	18.34	3021.62	18.59	3063.80	18.85
4 Years	3136.35	19.30	3178.57	19.56	3220.79	19.82
5 Years	3297.28	20.29	3339.57	20.55	3381.86	20.81
6 Years	3494.06	21.50	3536.39	21.76	3578.72	22.02
7 Years	3689.64	22.71	3732.00	22.97	3774.36	23.23
8 Years	3883.14	23.90	3925.49	24.16	3967.85	24.42
9 Years	4079.81	25.11	4122.18	25.37	4164.56	25.63

Jan. 1, 1996

	<u>Monthly</u>	<u>Hourly</u>
start	2692.74	16.57
1 Year	2830.06	17.42
2 Years	2947.66	18.14
3 Years	3105.97	19.11
4 Years	3263.01	20.08
5 Years	3424.16	21.07
6 Years	3621.06	22.28
7 Years	3816.72	23.49
8 Years	4010.20	24.68
9 Years	4206.93	25.89

B - SALARY SCHEDULE - PART-TIME

The regular straight time hourly rates shall be as follows:

Registered Nurse

	Effective <u>April 1, 1993</u>	Effective <u>January 1, 1994</u>	Effective <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

Effective
January 1, 1996

Hourly

start	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

Non-Registered Nurse

	<u>April 1, 1993</u>	<u>Jan. 1, 1994</u>	<u>Jan. 1, 1995</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
Start	15.79	16.05	16.31
1 Year	16.64	16.90	17.16
2 Years	17.36	17.62	17.88
3 Years	18.34	18.59	18.85

4 Years	19.30	19.56	19.82
5 Years	20.29	20.55	20.81
6 Years	21.50	21.76	22.02
7 Years	22.71	22.97	23.23
8 Years	23.90	24.16	24.42
9 Years	25.11	25.37	25.63

Jan. 1, 1996

Hourly

start	16.57
1 Year	17.42
2 Years	18.14
3 Years	19.11
4 Years	20.08
5 Years	21.07
6 Years	22.28
7 Years	23.49
8 Years	24.68
9 Years	25.89

APPENDIX 4

TO THE

COLLECTIVE AGREEMENT

BETWEEN

WELLAND COUNTY GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

AND

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

SUPERIOR BENEFITS

FULL TIME AND PART TIME

ARTICLE NUMBER IN CENTRAL AWARD	APPLICABLE COLLECTIVE AGREEMENT	ARTICLE FROM	EXISTING
5.05 Note both full-time and part-time	8.01	The Employer shall provide the Association together with the above, a list showing the names, addresses, classifications, (social insurance number) areas of work and salaries of all nurses covered by this Agreement who have been employed at any time during the period of the said deduction and including therein a specific list of nurses on unpaid leave of absence or those leaving the Hospital's employment that month.	
12.02 full-time	20.01	Upon the death of a nurse at any age, the designated beneficiary of the nurse will be entitled to receive fifty percent (50%) of the sick leave credits accrued to a nurse at the date of death.	
	20.02	Nurses who retire under the terms the Hospitals of Ontario Pension Plan regardless of length of service, will be permitted to cash out fifty percent (50%) of their sick leave credits accrued.	
	20.03	On termination of employment for any reason other than discharge or cause, a nurse shall be paid fifty percent (50%) of the accumulated sick leave then standing to her credit after five (5) years of continuous employment.	
15.01 (a) Note regular part-time only	28.03	In order to qualify for holiday pay, a nurse must:	
		<p>(a) Work her last full scheduled shift immediately preceding and her first full scheduled shift immediately following the holiday:</p> <p>(b) Work any time in the fifteen day period beginning seven days before the holiday and ending seven days after the holiday unless unable, for reasons acceptable to the Employer, to have fulfilled conditions (a) & (b).</p>	
15.01 (b) Note	28.10	If a part-time nurse works on a part-time only designated holiday, she shall be paid at time and one half (1½) her regular straight time hourly rate for all	

hours worked on such holiday. Where, in addition, she is required to work additional hours following her full tour on that day (but not including hours on subsequent regularly scheduled tours for such nurse), she shall receive two (2) times her regular straight time hourly rate for such additional hours worked. This clause shall apply to all casual part-time nurses in the Employ of the Employer as of October 23, 1981.

16.01 Note part-time only

27.07 A part-time nurse who has less than four (4) years (800 tours worked) accumulated seniority shall be entitled to six percent (6%) of all pay earned during the vacation year, **and** shall be paid at the end of the vacation year. This clause shall apply to all casual part-time nurses in the Employ of the Employer as of October 1981.

27.08 Part-time nurses who have more than four (4) years (800 tours worked) of seniority shall be entitled to eight percent (**8%**) of all pay earned during the vacation year, and shall be paid at the end of the vacation year. This clause shall apply to all casual part-time nurses in the Employ of the Employer as of October 23, 1981.

19.09 full-time and
18.09 part-time

Scheduled "B"

Educational Increments:

Salary recognition for additional preparation shall be in addition to the above scheduled if used in the position assigned as follows:

- (a) For a successful completion and documentation of a course agreed on by the Employer and the Association, \$15.00 monthly
 - (b) For a course in nursing unit administration, \$15.00 monthly.
 - (c) For a one year university certificate or diploma in nursing, \$40.00 monthly.
 - (d) For a Bachelor of Science in Nursing degree, \$80.00 monthly.
 - (e) For a Master of Science in Nursing degree, \$120.00 monthly.
- (1) A nurse possessing more than one degree or certificate shall be entitled only to the highest single

increment to which any **of** her degrees or certificates entitle her.

- (2) Items (c) (d) and (e) shall be payable **only** to Assistant Head Nurses.

APPENDIX 5

TO THE

COLLECTIVE AGREEMENT

BETWEEN

WELLAND COUNTY GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

AND

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

FULL TIME AND PART TIME

ARTICLE A - RECOGNITION

A-1 The Employer recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed by the Welland County General Hospital engaged in a nursing capacity save and except Head Nurses, and persons above the rank of Head Nurse.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer. The Association acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, promote, classify, transfer, lay-off, recall, discipline, suspend or discharge nurses provided that a claim of discipline, suspension or discharge without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and the highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work, and the working establishment for any service;
- (d) determine the number of personnel required, the service to be performed, and the methods, procedure 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.

B-2 It is agreed that these **rights** shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

C-1 Nurse Representatives

There shall be twelve (⁸~~E~~) Nurse Representatives from ⁸~~ten (10)~~ different areas of the Hospital. The ⁸~~ten (10)~~ areas of the Hospital are as follows:

<u>Area</u>	<u>Representatives</u>
6 East and West	1
4 East and West	1
O.R. and R.R. ^{3 W & M.O.R.}	1
3 East and West	1
I.C.U. and 3 South	1
O.B.S. Maternal Child	1
2 south	1
Emergency W.O.R.	1
Woolcott Wing and Extended Care Unit	1 3
Part-time Nurses	1

?ALL

C-2 Grievance Committee

There shall be a Grievance Committee composed of no more than three (3) nurses.

C-3 Hospital-Association Committee

There shall be a Hospital-Association Committee composed of four (4) representatives from the Association and four (4) representatives from the Hospital.

C-4 Negotiating Committee

There shall be a Negotiating Committee composed of no more than four (4) nurses.

C-5 In the event that a representative is transferred from one area of representation to another area, such nurse shall continue to be recognized by the Employer as the representative of the area from which transferred for a period of one (1) month, except when transferred to a managerial position, for the purpose of handling any grievance which she was processing at the time of her transfer.

C-6 The interview of newly-hired nurse(s) as required by Article 5.06 (both full-time and part-time) will be granted at a time and place to be designated by the Employer. Such interview shall take place during the orientation period.

- C-7 The President of the local association may request steady day tour and the Hospital shall grant such request providing that other full-time nurses on the unit agree to assume the other tours without penalty to the Hospital.
- C-8 The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act.

ARTICLE D - SENIORITY

- D-1 A copy of the full-time and regular part-time seniority list as provided for in Article 10.02 shall be posted and filed with the President of the Association on January 31st and July 31st each year.

ARTICLE E - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL)

- E-1 The Employer shall grant leave of absence without pay to attend Association meetings, courses for representatives, etc.
- (1) the total of such leave shall not exceed sixty (60) days;
 - (2) no more than four (4) nurses shall be absent at one time;
 - (3) no more than one (1) nurse from any one area;
 - (4) up to three (3) nurses shall be granted leave of absence to attend an arbitration hearing and such days shall not be charged against the sixty (60) days in (1) above;
 - (5) up to four (4) nurses shall be granted leave of absence to attend a conciliation or interest arbitration hearing and such days shall not be charged against the sixty (60) days in (1) above.

ARTICLE F - ILLNESS

- F-1 A nurse must notify her Supervisor at least one and one-half (1½) working day if on the a.m. tour and four (4) hours if on the p.m. tour.
- F-2 When returning to duty from illness, the Nursing Office Staff must be notified of return to duty at least twelve (12) hours before the commencement of the tour for which the nurse is booked. For nurses working the extended tours, the nurse must notify the Nursing Office at least ten (10) hours before the commencement of the tour for which she is booked.

Should the staff member report on duty without notifying the Nursing Office, the replacement arrangement will hold and the staff member will be asked to return home and he or she will not receive payment for that tour.

ARTICLE G - HOURS OF WORK

- G-1 Hours shall be worked in accordance with rotating tour schedules **as** determined by the Employer.
- G-2 The rest periods and meal periods **as** provided for in Article 13.01 (a) (i) and 13.01 (b) (in both the full- time and part-time) will be determined by her Supervisor.
- G-3 Scheduling Regulations - FULL-TIME AND REGULAR PART-TIME
- (a) It is understood that a weekend consists of 56 consecutive hours off work during the period following the completion of the Friday day tour until the commencement of the Monday day tour.
 - (b) The Hospital shall attempt to provide at least one (1) weekend off in three (3), but if the nurse is required to work on a third or subsequent consecutive weekend, she shall be paid for the time worked on such weekends at the premium as provided for in Article 14.03 of the full-time Collective Agreement until such time **as** she is granted a weekend off. It is understood and agreed that weekends off must be equitably distributed on a system of rotation in each Unit among general staff.
 - (c) In each two (2) week period there shall be scheduled four (4) days off, two (2) of which shall be consecutive, and the other two (2) may be split. Split days off will not be scheduled more frequently **than** once in a four (4) week period.
 - (d) No nurse shall be scheduled to work more **than** seven (7) consecutive days without days off except by request of, or agreement by the nurse.
 - (e) A schedule of working hours and days off will be posted six (6) weeks in advance.
 - (f) Requests from nurses for changes in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange days off or tour. It is understood that such change in days off or tour initiated by the nurse and approved by the Employer will not result in overtime payment.
 - (g) The Employer will endeavour to schedule tours **as** evenly **as** is possible governed by the efficient operation of the Hospital. A nurse may not be required to change tours of duty more than once during a work week except by agreement of the nurse.
 - (h) A period of sixteen (16) consecutive hours off will be scheduled between change of tours. At least forty-eight (48) consecutive hours off shall be scheduled when changing from night tour to another tour, twenty-four (24) hours of which shall be a day off. Should these regulations not be adhered to, a nurse will be paid the premium as provided for in Article 14.03 of the full-time and part-time Collective Agreement for the first tour worked.
 - (i) These scheduling regulations may be waived between December 15th and **January 8th** so that all nurses will receive five (5) consecutive days off at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve Day, and

New Year's Day, Christmas Eve Day and New Year's Eve Day are defined as commencing at 0730 hours on December 24th and 31st respectively. The Employer shall post time off at Christmas and New Year's eight (8) weeks in advance.

Nurses who do not wish to receive these five (5) days off must notify the Employer in writing by October 15.

Part-time nurses will provide their availability for the Christmas/New Year's schedule by October 15.

- (j) There shall be an equal distribution of on-call duty with the option to exchange.
- (k) A nurse requesting a specific tour on a permanent basis will be given consideration if convenient to the Employer to make such an arrangement. Such arrangement may be terminated at the discretion of the Employer.
- (l) Split tours will not be scheduled without the consent of the nurse, and paid holidays or days in lieu thereof shall not be used to change tours.
- (m) Casual part-time nurses temporarily assigned the schedule of regular part-time or a full-time nurse are governed by the scheduling regulations as they pertain to regular part-time nurses. This is not construed to include situations where casual part-time nurses are called in to replace for short term absences.
- (n) "A Split tour shall be defined as":
 - (1) One which is scheduled, and contrary to the existing tours or
 - (2) Working two different tours in a twelve hour period.

G-4 The normal tours of duty are where the majority of hours fall in the following periods:

Day Tour	0730 to 1530
Afternoon	1530 to 2330
Night	2330 to 0730

G-5 Entitlement to lieu time off, as provided for in Article 14.09 and 15.05 of the full-time collective agreement shall be scheduled at a mutually agreeable time but in any event shall be taken within thirty (30) days. The Hospital will make every attempt to grant requested lieu time within the thirty (30) day period.

G-6 Written requests for days off will be given a written reply within seven (7) calendar days excluding weekends and stat holidays.

G-7 Shift Premium

In reference to Article 14.10, an evening shift shall be all hours worked between 1530 and 2330 hours and a night shift shall be all hours worked between 2330 and 0730 hours.

G-8 Weekend Premium

In reference to Article 14.15, weekend premium will be paid for each hour worked between 2330 hours Friday and 2330 hours Sunday.

ARTICLE H - PAID HOLIDAYS

H-1 The following shall be recognized as paid holidays:

New Year's Day	Civic Day
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Day
Victoria Day	Boxing Day
Canada Day - July 1	2nd Sunday in June

NOTE: For Employees who normally work a Monday to Friday Schedule, Easter Monday will be a lieu day for Easter Sunday.

H-2 A full-time nurse who is required to work on any of the above holidays shall have a lieu day off as provided for in 15.05 of the full-time Collective Agreement within thirty (30) days before or after the holiday. A nurse's wishes will be considered in scheduling such a lieu day.

H-3 In this article "holiday" means, for the nurse, the day on which the majority of hours worked fall on the day of the holiday.

H-4 Scheduling of a day off on the day of observance of a holiday shall be distributed among the nurses as equitably as is reasonably practical. The lieu day off for full-time nurses as provided for in H-2 shall be scheduled in conjunction with the nurse's normal days off or at a mutually agreeable time.

H-5 When a full-time nurse is entitled to a lieu day as provided for in Article 15.04 (a) and 15.04 (b) of the full-time Collective Agreement, the day will be scheduled within thirty (30) days at a mutually agreeable time.

H-6 Requests submitted by nurses for vacation after deadlines in Article I, paid holidays and lieu days shall be responded to as expediently as possible, but at the least shall be responded to within one (1) week of the requested time off.

ARTICLE I - VACATIONS

I-1 All nurses shall be entitled to vacation based on the length of continuous service as of June 30th of any year.

I-2 (a) Vacation may be taken between January 2 and December 15 and January 2 to February 28 of the following year unless some other time is mutually arranged between the nurse and the Hospital.

- (1) Vacation lists shall be posted by January 2 of each year and shall remain posted until the end of February in order to give nurses an opportunity to record their vacation preferences.
- (2) Nurses who wish to split their vacation will be granted seniority consideration for only their first choice which must be specified at the time of vacation requests.
- (3) Requests submitted after the deadline shall be dealt with on a first come first serve basis.
- (4) Approved vacation lists will be posted by March 31st.
- (5) Once vacation have been approved and finalized by the Hospital, changes can only be made by mutual agreement.
- (6) Quotas will be established by nursing Administration and such vacation quotas will not be unreasonably restrictive.

I-3 All vacations must be taken by February 28th of the year following the qualifying year.

I-4 Vacation pay shall be paid to a nurse in advance of her vacation if requested on the allocated form. Vacation allowance paid in this manner represents that pay or those pays which fall during the vacation period.

I-5 Vacation pay for part-time nurses shall be paid on the first full pay period following June 30th of any year.

I-6 Requests submitted by nurses for vacation after deadlines in Article I, paid holidays and lieu days shall be responded to as expediently as possible, but at the least shall be responded to within one (1) week of the requested time off.

ARTICLE J - HEALTH AND WELFARE

J-1 The Employer may, in its sole discretion, permit a nurse who has reached her normal retirement date, as prescribed by the Plan, to continue in employment on a month to month basis.

ARTICLE K - MISCELLANEOUS

K-1 Pay cheques are to be issued every second Thursday, but may be delayed until Friday when interfered with by the occurrence of a statutory holiday or circumstances beyond the reasonable control of the Hospital.

K-2 Except in cases discharge for just cause, the Employer shall give a nurse at least one month's written notice of termination of employment.

- K-3 The Hospital will provide a bulletin board for the sole use of the Association subject to obtaining proper Hospital authoritative signatures on **any** notices.
- K-4 The Hospital shall provide \$70.00 per year clothing allowance to the full-time registered nurses payable the first full pay period in January.
- K-5 The Hospital and the Association shall bear equal costs of printing the local issues for distribution to the bargaining unit members and the Hospital **as** required.
- K-6 Modified Work/Workers' Compensation/LTD
- (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 when a nurse goes on L.T.D.
 - (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.
 - (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.

ARTICLE L - PART TIME NURSES

L-1 Regular Part-Time Commitment

All regular part time nurses' commitment of availability shall be **as** follows:

- (1) two (2) weekends in three (3);
- (2) two (2) tours per week;
- (3) six (6) weeks in July and August;
- (4) ~~Christmas~~ or New Year's and four (4) other recognized holidays. ~~Christmas~~ and New Year's are defined in Article G-3 (i);
- (5) available for two (2) **shifts** of duty.

In addition, part-time nurses shall be available for stand-by in departments which require standby.

All additional tours shall be offered to regular part-time nurses, based on unit staffing in the following categories listed below, up to forty-five (45) hours per pay period, on the basis of seniority and availability prior to being offered to casual nurses. On the basis of seniority and availability up to 45 hours per pay period. All remaining addition tours will be offered

to regular part-time's on the basis of seniority and availability prior to being offered to casual nurses.

E.O.R. I.C.U.	3E and 3S 4th Floor <i>Surgical</i>
O.R./R.R./M.O.R./Day Surgery	6E and 6W
<i>Maternal/Child</i> OBS/Day Surgery Psychiatry	Long Term Care Unit

L-2 For regular part-time nurses, except in the emergency situation, a schedule of working hours shall be posted six (6) weeks in advance.

ARTICLE M - EXTENDED TOUR

M-1 (a) This article shall apply to nurses working the extended tours. Each unit must have sixty percent (60%) agreement of the full-time and regular part-time who work in the unit. Excluded from this provision to apply for Extended Tours is the Extended Care Unit until such time as legislation permits.

M-2 The Extended Tour as provided for in Article 13.02 may be cancelled by either party on giving ten (10) calendar weeks notice to the other in writing of its desire to terminate according to the terms listed below. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

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

- i) sixty percent (60%) of the full-time and regular part-time nurses in the unit so indicate by secret ballot; or
- ii) the Employer because of:
 - (a) adverse effects on patient care,
 - (b) inability to provide a workable staffing schedule, or
 - (c) the practice being uneconomical or inefficient states its intention to discontinue the compressed work week in the schedule.

Any units discontinued under M-2 may not apply for Extended Tours for a term of one (1) year.

M-3 With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.

M-4 Hours of Work

- (a) The normal daily extended tour shall be 11.25 consecutive hours in any 24 hour period exclusive of a total of forty-five **(45)** minutes of unpaid mealtime.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total **of** forty-five (45) minutes.
- (c) No nurse shall be required to work more than three **(3)** consecutive extended tours unless mutually agreed between the nurse and the Employer. It is understood that this provision is waived from December 15th to January 15th of each year.

ARTICLE N - JOB SHARING

The parties agree to enter into a job sharing program on the following conditions and understanding:

- N-1 The agreement is limited to the splitting of one (1) full-time position into two (2) parts totalling seventy-five **(75)** hours per pay period.
- N-2 Employees entering into this agreement shall be considered part-time and be covered by the Collective Agreement between the parties as it applies to part-time employees. The job sharing is the full-time rotation of the position.
- N-3 Employees participating shall not take vacation at the same time except under extenuating circumstances and will cover the other's hours when possible when one is on vacation.
- N-4 No overtime shall be payable to an employee who is participating in a job sharing arrangement unless *so* agreed under the terms of their Collective Agreement.
- N-5 Participants in *a* job sharing arrangement shall be selected through the job posting procedure of the Collective Agreement Article 10.
- N-6 All participants to a job sharing arrangement shall be subject to an initial trial period of ~~thirty~~ (30) tours **as** per Article 10.5 (c) of the Part-Time Collective Agreement. If this trial period is successful the job sharing arrangement shall then be considered permanent subject to cancellation for just cause by either party with six **(6)** weeks notice. Prior to any cancellation **of** job shared positions, problems shall be referred to the Hospital-Association Committee for resolution.
- N-7 Where the job sharing arrangement arises out of the filling of vacant full-time position, both job sharing positions will be posted and selection will be based in the criteria set out in the Collective Agreement - Article 10.
- N-8 Any incumbent full-time nurse wishing to share her position, may do *so* without having her half of the position posted providing the nurse's application for such has been approved by the Hospital. 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 - Article 10.
- N-9 If one of the job sharers terminates their position or transfers to a different position, the Hospital shall determine if this position shall remain a job shared position or a full-time position. If it remains a job shared position the vacancy will be posted in accordance with

the Collective Agreement. If it is designated a full-time position the remaining **participant** shall have the first option to fill the vacancy. Otherwise the full-time position will be posted in accordance with the Collective Agreement and the remaining participant shall be considered regular part-time.

N-10 The Hospital reserves the right to establish the work units and quotas for the purpose of job shared positions.

Signed at Windsor, Ontario, this 10th day of November, 1997.

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE ASSOCIATION

[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

WELLAND COUNTY GENERAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

RE: Vacation Quotas

This constitutes a Letter of Understanding between the Parties with respect to vacation quotas under Article I-2(6) of the Local Agreement.

The Hospital agrees that at least two (2) nurses will be allowed off for vacation on 12 hour schedules (one from each rotation). Nevertheless, the Hospital reserves the right to amend this commitment in the event that staffing levels change.

Signed at Welland, Ontario, this 10th day of November, 1997.

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE ASSOCIATION

[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

WELLAND COUNTY GENERAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

RE: Scheduling

The parties have agreed to create a joint union-management subcommittee which will report to the Hospital-Association Committee. The Terms of Reference of the Committee are:

1. To investigate the feasibility of **an** every other weekend off schedule for all nurses and recommend a suitable schedule.
2. To consider the problem of lack of availability of part-time nurses at Christmas time **and** recommend methods for improvement.

The committee is to be composed of equal numbers of Employer and Association members to be appointed by each Party.

Signed at Welland, Ontario, this 10th day of November, 1997.

FOR THE EMPLOYER

[Signature]
[Signature]
A -

FOR THE ASSOCIATION

[Signature]
[Signature]