

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

COLLECTIVE AGREEMENT

BETWEEN

THE WHITBY GENERAL HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

(Full-time and Part-time)

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APPENDIX 3 - Full-time and Part-time**WHITBY GENERAL HOSPITAL****Classification - Registered Nurse**

		Effective <u>April 1/93</u>	Effective <u>Jan. 1/94</u>	Effective <u>Jan. 1/95</u>	Effective <u>Jan. 1/96</u>
Start	- Monthly	2778.75	2824.25	2869.75	2915.25
	- Hourly	17.10	17.38	17.66	17.94
1 Year	- Monthly	2925.00	2970.50	3016.00	3061.50
	- Hourly	18.00	18.28	18.56	18.84
2 Years	- Monthly	3046.88	3092.38	3137.88	3183.38
	- Hourly	18.75	19.03	19.31	19.59
3 Years	- Monthly	3214.25	3259.75	3305.25	3350.75
	- Hourly	19.78	20.06	20.34	20.62
4 Years	- Monthly	3380.00	3425.50	3471.00	3516.50
	- Hourly	20.80	21.08	21.36	21.64
5 Years	- Monthly	3547.38	3592.88	3638.38	3683.88
	- Hourly	21.83	22.11	22.39	22.67
6 Years	- Monthly	3755.38	3800.88	3846.38	3891.88
	- Hourly	23.11	23.39	23.67	23.95
7 Years	- Monthly	3963.38	4008.88	4054.38	4099.88
	- Hourly	24.39	24.67	24.95	25.23
8 Years	- Monthly	4171.38	4216.88	4262.38	4307.88
	- Hourly	25.67	25.95	26.23	26.51
9 Years	- Monthly	4381.00	4426.50	4472.00	4517.50
	- Hourly	26.96	27.24	27.52	27.80

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Classification - Senior Team Leader

		<u>Effective April 1/93</u>	<u>Effective Jan. 1/94</u>	<u>Effective Jan. 1/95</u>	<u>Effective Jan. 1/96</u>
Start	- Monthly	2925.25	2973.19	3021.09	3068.98
	- Hourly	18.00	18.25	18.54	18.89
Year 1	- Monthly	3070.57	3118.33	3166.09	3213.86
	- Hourly	18.90	19.19	19.48	19.78
Year 2	- Monthly	3199.12	3246.90	3294.67	3342.44
	- Hourly	19.69	19.98	20.27	20.57
Year 3	- Monthly	3374.48	3422.25	3470.02	3517.79
	- Hourly	20.77	21.06	21.35	21.65
Year 4	- Monthly	3548.87	3596.65	3644.42	3692.19
	- Hourly	21.84	22.13	22.43	22.72
Year 5	- Monthly	3725.66	3773.45	3821.23	3869.02
	- Hourly	22.93	23.22	23.52	23.81
Year 6	- Monthly	3943.55	3991.33	4039.11	4086.89
	- Hourly	24.27	24.56	24.86	25.15
Year 7	- Monthly	4159.03	4206.77	4254.52	4302.26
	- Hourly	25.59	25.89	26.18	26.48
Year 8	- Monthly	4380.96	4428.75	4476.53	4524.32
	- Hourly	26.96	27.25	27.55	27.84
Year 9	- Monthly	4600.05	4647.83	4695.60	4743.38
	- Hourly	28.31	28.60	28.90	29.19

Classification - Coordinator

		<u>Effective April 1/93</u>	<u>Effective Jan. 1/94</u>	<u>Effective Jan. 1/95</u>	<u>Effective Jan. 1/96</u>
Start	- Monthly	3055.84	3105.88	3155.92	3205.96
	- Hourly	18.81	19.1 ■	19.42	19.73
Year 1	- Monthly	3217.56	3267.62	3317.67	3367.72
	- Hourly	19.80	20.11	20.42	20.72
Year 2	- Monthly	3351.63	3401.68	3451.73	3501.78
	- Hourly	20.63	20.93	21.24	21.55
Year 3	- Monthly	3536.00	3586.06	3636.1 ■	3686.17
	- Hourly	21.76	22.07	22.38	22.68
Year 4	- Monthly	3718.21	3768.26	3818.32	3868.37
	- Hourly	22.88	23.19	23.50	23.81
Year 5	- Monthly	3903.70	3953.77	4003.84	4053.91
	- Hourly	24.02	24.33	24.64	24.95
Year 6	- Monthly	4131.79	4181.85	4231.91	4281.97
	- Hourly	25.43	25.73	26.04	26.35
Year 7	- Monthly	4359.05	4409.10	4459.14	4509.18
	- Hourly	26.82	27.13	27.44	27.75
Year 8	- Monthly	4587.48	4637.52	4687.55	4737.59
	- Hourly	28.23	28.54	28.85	29.15
Year 9	- Monthly	4819.28	4869.33	4919.38	4969.43
	- Hourly	29.66	29.97	30.27	30.58

Classification - Graduate Nurse

Graduate Nurses shall be paid at rates seventy dollars (\$70.00) less than the rates paid to Registered Nurses at equivalent levels on the grid.

APPENDIX 5

ARTICLE A - RECOGNITION

Full-time Only

A.I The Hospital recognizes the **Union** as the sole and exclusive bargaining agent for all registered and graduate nurses, including co-ordinators, employed in a nursing capacity by the Whitby General Hospital, save and except the Nurse Managers, persons above the rank of Nurse Managers, and persons regularly employed for not more than twenty-four **(24)** hours per week.

Part-time Only

A.I The Hospital recognizes the **Union** as the sole and exclusive bargaining agent for all registered and graduate nurses, including co-ordinators, employed in a nursing capacity by the Whitby General Hospital, regularly employed for not more than twenty-four (24) hours per week, save and except Nurse Managers, persons above the rank of Nurse Manager, Discharge planner and Staff Education Co-ordinator.

A.2 The word "nurses", when used throughout this agreement shall mean persons included in the above-described bargaining unit.

A.3 Wherever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires. Where the singular is used, it may also be deemed to mean the plural.

ARTICLE B - MANAGEMENT RIGHTS

B.1 The **Union** recognizes that the Management at the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain within the Hospital, except as specifically limited by this Agreement and without restricting the generality of the foregoing, the **Union** acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, lay off, re-call and suspend or otherwise discipline nurses provided that a claim by a nurse that she has been discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter and enforce 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, 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 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE C - DEFINITIONS

C.1 The pre-determined basis upon which the commitment to be available referred to in Article 2.04 requires that the regular part-time nurse comply with the following requirements:

- i) that she work a minimum of every other weekend; and
- ii) that she be available to work at least two (2) different shifts.

ARTICLE D - UNION SECURITY

D.1 The interview of newly hired nurses as required by Article 5.06 will take place during the Hospital's orientation period of the new employee and shall not exceed fifteen (15) minutes.

Part-time Only

D.2 Seniority for part-time nurses shall be based on hours worked from date of last hire. It is recognized that fifteen hundred (1500) hours worked equals one (1) year of full-time service.

ARTICLE E - REPRESENTATION AND COMMITTEES

E.1 Nurse Representatives

- (a) As provided for in Article 6.01 (a) there shall be five (5) nurse representatives, including full-time and part-time nurses, from different areas of the Hospital.

There shall be no more than one nurse representative for each unit with no more than two (2) representatives from any one area,

E.2 Grievance Committee

As provided for in Article 6.01 (b), there shall be a Grievance Committee composed of no more than three (3) nurses, including full-time and part-time nurses.

E.3 Negotiatina Committee

As provided for in Article 6.03 (a), there shall be a Negotiating Committee composed of no more than three (3) nurses, including full-time and part-time nurses.

E.4 Hospital-Union Committee

As provided for in Article 6.02 (a), in addition to the Local President, two (2) nurses may be appointed to act on behalf of the Local Union along with an equal number of representatives from the Hospital.

E.5 The Union will provide the Employer with the names of its representatives and any changes thereto.

E.6 A list of representatives of the Union will be posted on all units within the Hospital.

ARTICLE F - SENIORITY

F.1 The posting and filing with the Union of the seniority list for full-time/part-time nurses, as provided for in Article 10.02, shall be in September and March of each year. In addition, an up-to-date seniority list shall be provided wherever there is a lay-off in excess of five (5) consecutive tours. Lists shall be posted as well as one being filed with the Union.

ARTICLE G - LEAVE OF ABSENCE - UNION BUSINESS

G.1 When a written request as provided for in Article 11.02 is made by the Union, the Hospital will grant leaves of absence for Union business subject to the following limitations:

- i) the total number of days for all such leaves shall not exceed twenty-five (25) days per year inclusive of both full-time and part-time bargaining units.
- ii) No more than two (2) nurses shall be absent at any one time, except where otherwise provided for in this Collective Agreement.

- iii) No more than one (1) nurse from any one area shall be absent at any one time, except where otherwise provided for in this Collective Agreement.
- iv) The **Union** will provide the Hospital with four **(4)** weeks written notice of request for such leave.

ARTICLE H - HOURS OF WORK

H.1 The scheduling of the relief periods as provided for in Article 12.01 (b) shall be the responsibility of the Employer. The two (2) relief periods may be combined to one (1) relief period by the Employer.

H.2 A meal period as provided for in Article 12.01 (a) (i) shall be scheduled away from her unit (except in the case of an emergency) during a nurse's tour.

H.3 Scheduling Objectives - Full-time Only

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules:

- (a) Nurses shall be scheduled off three (3) out of every six (6) weekends and no nurse shall be scheduled to work more than two (2) consecutive weekends. A nurse will receive premium payment, as defined in the Central Agreement for all hours worked on a third (3rd) and subsequent weekends save and except where:
 - i) A weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) A nurse has requested such weekend work; or
 - iii) A weekend is worked as the result of an exchange of shifts with another nurse.
- (b) There shall be no split tours.
- (c) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season, except:
 - i) in areas which are not normally required to work on weekends and statutory holidays; or
 - ii) where less than five (5) consecutive days are mutually agreed by the nurse and the Hospital.

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The scheduling objectives may be waived during the period December 15th to January 15th to accommodate staff requests and maintain adequate and qualified staff to meet patient care needs. The Hospital will make every effort to return nurses to their regular schedule as early as possible. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day, unless otherwise mutually agreed. The Hospital will post that schedule six (6) weeks prior to December 15th.

Nurses will be scheduled on a rotating basis to work Christmas or New Year's subject to maintaining adequate and qualified staffing.

- (d) Nurses will not be scheduled to work more than seven (7) consecutive tours, unless mutually agreed to by the nurse and the Hospital.
- (e) The Hospital will endeavour to minimize the number of split days off scheduled in a rotation.
- (f) Schedules will be posted two (2) weeks in advance for a six (6) week period. **Copies of all schedules will be provided to the Union.**
- (g) Requests for changes in posted time schedules must be submitted in writing and Co-signed by a nurse willing to exchange days off or tours. Such change in tour initiated by a nurse and approved by the Hospital shall not result in any overtime payment to either nurse. The Hospital will make every reasonable attempt to grant such request.
- (h) Nurses shall not be required to change tours more than once during a work week.
- (i) The Hospital shall endeavour to equitably distribute shift work amongst nurses in a unit within the same shift rotation.
- (j) There shall be a minimum of sixteen (16) hours between changes of tour, unless the Hospital and nurse mutually agree otherwise.
- (k) The Hospital shall schedule at least forty-eight (48) hours off following the completion of a night tour, unless mutually agreed otherwise.
- (l) The day shift shall be the first shift of the day.

H.3 Scheduling Objectives - Part-time Only

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules:

- (a) Nurses shall be scheduled off three (3) out of every six (6) weekends and no nurse shall be scheduled to work more than two (2) consecutive weekends. A nurse will receive premium payment, as defined in the Central Agreement for all hours worked on a third (3rd) and subsequent weekends save and except where:
 - i) A weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) a nurse has requested such weekend work; or
 - iii) a weekend is worked as the result of an exchange of shift with another nurse.
- (b) There shall be no split tours.
- (c) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season, except:
 - i) in areas which are not normally required to work on weekends and statutory holidays; or
 - ii) where less than five (5) consecutive days is mutually agreed by the nurse and the Hospital.

The scheduling objectives may be waived during the period December 15th to January 15th to accommodate staff requests and maintain adequate and qualified staff to meet patient care needs. The Hospital will make every effort to return nurses to their regular schedule as early as possible. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day, unless otherwise mutually agreed. The Hospital will post that schedule six (6) weeks prior to December 15th.

Nurses will be scheduled on a rotating basis to work Christmas or New Year's; subject to maintaining adequate and qualified staffing.

- (d) Nurses will not be scheduled to work more than seven (7) consecutive tours, unless mutually agreed to by the nurse and the Hospital.

- (e) Schedules will be posted two (2) weeks in advance for a six (6) week period. **Copies of all schedules will be provided to the Union.**
- (f) Requests for changes in posted time schedules must be submitted in writing and Co-signed by a nurse willing to exchange days off or tours. Such change in tour initiated by a nurse and approved by the Hospital shall not result in any overtime payment to either nurse. The Hospital will make every reasonable attempt to grant such request.
- (g) There shall be a minimum of sixteen (16) hours between changes of tour, unless the Hospital and nurse mutually agree otherwise.
- (h) The Hospital shall schedule at least forty-eight (48) hours off following the completion of a night tour, unless mutually agreed otherwise.
- (i) The day shift shall be the first shift of the day.
- (j) After scheduled shifts have been posted for regular part-time nurses and where extra shifts become available, regular part-time nurses who have indicated their availability in writing, will be called according to seniority. The Hospital shall not be required to assign any hours which may result in overtime premium pay.

H.4 Weekends - Full-Time Only

A weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day or evening tour until the commencement of the Monday day tour.

H.5 Extended Tours

- (a) Extended tours shall be introduced into any unit when:
 - i) eighty percent (80%) in the unit so indicate by secret ballot, and
 - ii) the Hospital agrees to implement extended tours which agreement may not be withheld except for reasons including but not limited to:
 - economics
 - adverse effects on patient care
 - the Hospital's inability to provide a workable staffing schedule.

In no case shall the Hospital's agreement be arbitrarily or unreasonably withheld.

- (b) Extended tours 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 determines to do so for reasons including but not limited to:
 - economics
 - adverse effects on patient care
 - the Hospital's inability to provide a workable staffing schedule.

In no case shall the Hospital's determination be made in an arbitrary or unreasonable manner.

- (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 extended tours are to be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

ARTICLE I - PAID HOLIDAYS

I.1 The paid holidays provided for in Article 15.01 shall be the following:

- | | |
|---------------------------|---------------------------|
| New Year's Day (Jan. 1st) | 2nd Monday in February |
| Good Friday | Victoria Day |
| 2nd Monday in June | Canada Day (July 1st) |
| Civic Holiday | Labour Day |
| Thanksgiving Day | Christmas Day (Dec. 25th) |
| Boxing Day (Dec. 26th) | 2nd Monday in November |

Full-Time Only

- I.2 Lieu days as provided for in Article 15.06 shall be taken within sixty (60) days, before or after the holiday, on a day mutually agreed to by the nurse and her immediate supervisor.
- I.3 A tour that begins or ends during the twenty-four **(24)** hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- I.4 Where a nurse is scheduled to work on a weekend which is in conjunction with a paid holiday which falls on a Friday or a Monday, she will be scheduled to work on the holiday where possible. Similarly, where a nurse is scheduled off work on a weekend which is in conjunction with a paid holiday which falls on a Friday or Monday, she will be scheduled off on the holiday where possible.

ARTICLE J - VACATIONS

- J.1 (a) Vacations may be taken at any time within the vacation year (between June 1st and May 31st), except not between December 15th and January 15th, that is mutually acceptable to the parties. Vacations are not cumulative and cannot be carried over to the next vacation year.
- (b)
 - i) A vacation request form shall be posted in each unit by January 31st of each year. Each nurse should request her vacation by March 31st. Requests for vacation shall be submitted in writing. Vacation schedules for the summer period should be posted by May 15th.
 - ii) In the event of scheduling conflicts resulting from requests submitted in accordance with the provisions of Article J.1 (b) (i), seniority shall govern.
- (c) All Vacation requests made after March 31st shall be made in accordance with the following provisions:
 - i) Such requests must be in writing and made at least four **(4)** weeks prior to the time when the vacation is required. Acknowledgement will be given within two (2) working days of such request, and a reply will be given within seven (7) days of such request.

- ii) In cases of conflict where a request is made after March 31st, vacations will be scheduled on a first come/first serve basis.
- (d) Nurses shall be entitled to no more than three (3) consecutive weeks of vacation at one (1) time. (Exception: no more than two (2) consecutive weeks in July and August). Notwithstanding the foregoing, the Hospital agrees to give consideration to individual requests for more than three (3) weeks in special circumstances. Such requests shall not be unreasonably denied.
- (e) The present practice of limiting the number of nurses on vacation from a particular area at any one ~~time~~ shall be continued as follows:
 - i) Operating Room - not more than one (1) Registered Nurse both full-time and part-time;
 - ii) Emergency - not more than two (2) Registered Nurses both full-time and part-time;
 - iii) 3A and 3B - not more than two (2) full-time and two (2) part-time for a total of four (4) Registered Nurses from either unit;
 - iv) 2A - up to two (2) Registered Nurses, including full-time and part-time, subject to the vacation scheduling of other employees on the unit.

Requests for vacation which exceed the limits specified above, shall be considered by the Hospital and, subject to staffing requirements, shall not be unreasonably denied.

Full-Time

J.2

A week of vacation shall be defined as seven (7) consecutive calendar days, which includes five (5) vacation days and two (2) days off.

Part-Time

J.2

A part-time nurse who is unavailable for regularly scheduled work will be considered to be on vacation and the vacation bank will be depleted accordingly.

J.3

When a nurse's schedule is changed while she is off work on vacation the Hospital shall endeavour to advise the nurse of such change. **When a message is left on an answering machine by the Hospital indicating the caller, the date and time the call is made, the Hospital will consider the nurse has been advised. The Hospital will also record on their records the caller, the date and time the call was made.**

- J.4 The Hospital agrees to provide the nurse with the weekend off preceding and immediately following a vacation period once during each year.
- J.5 Single vacation days or multiples thereof may be taken where requested in writing and approved by Management. Such requests shall not be unreasonably denied.

ARTICLE K - BULLETIN BOARD

- K. ■ The Hospital will provide a bulletin board for the purpose of posting notices regarding meetings and otherwise restricted to **Union** matters. The Hospital shall also provide space for the **Union** to post notices of meetings on the bulletin boards on each nursing unit/department. All such notices must be signed by a member of the **Union** Executive and either the Chief Executive Officer, Vice President Patient Services, or Director of Human Resources prior to being posted.

ARTICLE L - MISCELLANEOUS

Full-time Only

- L.1 Time off in lieu of overtime pay pursuant to Article 14.09 must be taken within sixty (60) days of the working of such overtime. Such time off must be taken at a time mutually agreed to by the Hospital and the nurse.
- L.2 A copy of this Agreement, in a mutually agreed upon form, will be issued to each nurse now employed and as employed. The cost of the reproduction of the Collective Agreement shall be borne equally by the parties.

Full-Time and Part-Time

L.3 Pre-paid Leave

The number of nurses that may be absent at any one time as provided for in Article ■■11 (c) will be one nurse per unit (inclusive of full-time and part-time bargaining units).

ARTICLE M - JOB-SHARING

M. ■ Purpose

The job sharing program has been developed to:

- - Provide part-time staff with a rotation which has regular, consistent hours.

- 2. Provide the Hospital with well qualified staff who are unable to make a full-time commitment.

M.2 Introduction and Discontinuance

The introduction of a job sharing arrangement in a nursing unit will be subject to mutual agreement between the **Union** and the Hospital. However, the Hospital shall have the right to determine the number of job sharing arrangements on any unit at one time.

The initial job sharing arrangement will be trialed for a period of three (3) months and the experience reviewed by the **Union** and the Hospital. If, at the end of the three month period, the Hospital or nurses wish to terminate a job sharing arrangement, it shall be terminated immediately. If this occurs, the position will revert to a full-time position and both nurses will revert to their former status.

Either party may discontinue the job sharing arrangement with 60 days' notice. Upon receipt of such notice, a meeting shall be held between the parties within 15 days to discuss the discontinuance. It is understood that, at such meeting, reasons for the discontinuance will be provided.

M.3 Procedure

- 1. Staff members seeking a job sharing position must submit a written application to the relevant nurse manager.
- 2. Vacancies resulting from the introduction or discontinuance of a job sharing arrangement shall be posted and filled in accordance with the provisions of paragraph 3 of Article 20.01 of the Part-time Collective Agreement and 20.03 of the Full-time Collective Agreement.
- 3. When a full-time nurse who occupies the position that is to be changed to a job sharing arrangement elects to be classified as a regular part-time nurse for that job sharing arrangement, her position **will** not be posted but the other regular part-time position constituting the job arrangement will be posted.
- 4. The job sharers will submit their mutually agreed upon schedule to the Nurse Manager six (6) weeks prior to the posting of the regular time sheet.
- 5. Should one job sharing partner transfer or terminate, the remaining partner shall continue her own schedule for a maximum of six (6) weeks from the effective date of the transfer or termination. The vacancy created will be posted. If no replacement partner is

recruited, the remaining partner will have the option of continuing in the full-time position. If she does not wish to continue full-time, she will revert to regular part-time status. If there is no part-time position available on the same unit, the nurse will exercise her layoff bumping rights to obtain a part-time position.

- 6. Posted schedules for the job sharers shall be based on the schedule that would apply to a full-time nurse holding that position. Such schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- 7. Total hours worked **by** the two (2) job-sharers shall be equal to one (1) full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two (2) nurses.
- 8. Each job-sharer may exchange shifts with her partner, as well as with other nurses, in accordance with the Collective Agreement.

It is further understood that with short notice exchanges, the Hospital will be notified.

9. Coverage

It is expected that both job-sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one (1) job-sharer cannot cover the other, the Nurse Manager or her designate must be notified to book coverage. Job Sharers are not required to cover for their partner in case of prolonged or extended absences. Job Sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours where neither job sharer partner is scheduled and where such would not result in premium payment.

Pregnancy Leave & Other Leaves pursuant to Article 11 of the Central Agreement:

In the event of one (1) job-sharer going on a leave of absence, the other job sharer must be prepared to cover the absent partner's shifts, however, where the covering nurse can demonstrate special circumstances which prevent her from covering the leave of absence, the Hospital will assume responsibility for covering the shifts.

10. Job-sharers will not be required to work in total more paid holidays than would one full-time nurse, unless mutually agreed otherwise.
- M.4 Schedules will conform with Article H.3 Full-time of the Collective Agreement.
- M.5 Each nurse in a job sharing arrangement will be scheduled off work for not less than (5) consecutive days at either Christmas or New Year's season subject to the exceptions set out in Article H.3 (c) (i) and (ii) of the full-time Collective Agreement.

ARTICLE N - OCCUPATIONAL HEALTH & SAFETY

- N.1 The Hospital shall notify the Union, in writing, within three (3) working days of any nurse who has been assaulted or injured in the line of work.
- N.2 The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eye glasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

ARTICLE O - MODIFIED WORK

- O.1 The Hospital will notify the President and/or a member of the Local Executive 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.
- O.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 the 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.
- O.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.

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Dated at Whitby, Ontario this _____ day of November, 1997.

FOR THE HOSPITAL

Saide Calder-Stathus
Gloria A. Tuck

FOR THE UNION

Sherrill Franklin
Employment Relations Officer
Anna Nikolaychuk
Regina Boyle
Deborah Bloom

LETTER OF UNDERSTANDING

between

WHITBY GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

- and -

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

The parties agree to the following procedure when regular part-time nurses have been scheduled to work and are subsequently canceled with more than twenty-four (24) hours' notice.

When regular part-time nurses are canceled for a particular shift with more than twenty-four (24) hours' notice and a nurse is subsequently required for that shift, the Hospital shall offer that shift to the nurses who were canceled for that shift in order of seniority.

This Letter of Understanding is attached to, and forms part of, the Collective Agreement.

Dated at Whitby, Ontario this ____ day of November, 1997

FOR THE HOSPITAL

Saile Calder-Stathis
Gloria A. Tuck

FOR THE UNION

Cherrille Franklin
Employment Relations Officer
Anne Nikolaychuk
Deborah Bloom
Rymda Day

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LETTER OF UNDERSTANDING

between

WHITBY GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

- and -

ONTARIO NURSES ASSOCIATION
(hereinafter referred to as the "Union")

Re: Appendix 3 - Salary Scales

The parties agree that Appendix 3 which deals with salary scales will be adjusted, if required, as the result of the Central Arbitration Award.

Dated at Whitby, Ontario this ____ day of November, 1997.

FOR THE HOSPITAL

Saile Calder-Stathus
Gloria A. Tuck

FOR THE UNION

Sherrille Franklin
Employment Relations Officer
Deborah Bloom
Alykolaychuk
Lynda Doyle