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EFF.	96	04 01
TERM.	98	03 31
No. OF EMPLOYEES	110	
NOMBRE D'EMPLOYÉS	JE	

APPENDICES
 to the
COLLECTIVE AGREEMENT
 between
PEMBROKE GENERAL HOSPITAL
 (Hereinafter called the "Hospital")
 and
ONTARIO NURSES' ASSOCIATION
 (Hereinafter called the "Association")

Full-time and Part-time

Expiry: As per Central Agreement

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APPENDIX 3 - SALARY SCHEDULE (Pay Equity Adjusted Rates)

MONTHLY & HOURLY RATES

START	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>	<u>AFTER 4 YEARS</u>	<u>AFTER 5 YEARS</u>	<u>AFTER 6 YEARS</u>	<u>AFTER 7 YEARS</u>	<u>AFTER 8 YEARS</u>	<u>AFTER 9 YEARS</u>
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REGISTERED NURSE. REGISTERED DISCHARGE PLANNING NURSE

Effective April 1, 1993

Monthly

2778.75	2925.00	3046.88	3214.25	3380.00	3547.38	3755.38	3963.38	4171.38	4381.00
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Hourly

17.10	18.00	18.75	19.78	20.80	21.83	23.11	24.39	25.67	26.96
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Effective January 1, 1994

Monthly

2824.25	2970.50	3092.38	3259.75	3425.50	3592.88	3800.88	4008.88	4216.88	4426.50
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Hourly

17.38	18.28	19.03	20.06	21.08	22.11	23.39	24.67	25.95	27.24
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Effective January 1, 1995

Monthly

2869.75	3016.00	3137.88	3305.25	3471.00	3638.38	3846.38	4054.38	4262.38	4472.00
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Hourly

17.66	18.56	19.31	20.34	21.36	22.39	23.67	24.95	26.23	27.52
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Effective January 1, 1996

Monthly

2915.25	3061.50	3183.38	3350.75	3516.50	3683.88	3891.88	4099.88	4307.88	4517.50
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Hourly

17.94	18.84	19.59	20.62	21.64	22.67	23.95	25.23	26.51	27.80
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APPENDIX 3 - SALARY SCHEDULE (Pay Equity Adjusted Rates)MONTHLY & HOURLY RATES

START	<u>AFTER</u> <u>1 YEAR</u>	<u>AFTER</u> <u>2 YEARS</u>	<u>AFTER</u> <u>3 YEARS</u>	<u>AFTER</u> <u>4 YEARS</u>	<u>AFTER</u> <u>5 YEARS</u>	<u>AFTER</u> <u>6 YEARS</u>	<u>AFTER</u> <u>7 YEARS</u>	<u>AFTER</u> <u>8 YEARS</u>	<u>AFTER</u> <u>9 YEARS</u>
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INFECTION CONTROL NURSE. OCCUPATIONAL HEALTH NURSEEffective April 1, 1993

2963.00	3114.88	3238.07	3417.59	3585.51	3760.09	3977.45	4193.17	4412.18	4636.20
18.23	19.17	19.93	21.03	22.06	23.14	24.48	25.80	27.15	28.53

Effective January 1, 1994

3011.52	3163.34	3286.43	3465.97	3633.77	3808.32	4025.64	4241.31	4460.30	4684.35
18.53	19.47	20.22	21.33	22.36	23.44	24.77	26.10	27.45	28.83

Effective January 1, 1995

3060.03	3211.79	3334.78	3514.35	3682.04	3856.55	4073.83	4289.44	4508.43	4732.50
18.83	19.76	20.52	21.63	22.66	23.73	25.07	26.40	27.74	29.12

Effective January 1, 1996

3108.55	3260.24	3383.14	3562.73	3730.31	3904.78	4122.02	4337.58	4556.56	4780.65
19.13	20.06	20.82	21.92	22.96	24.03	25.37	26.69	28.04	29.42

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APPENDIX 3 - SALARY SCHEDULE (Pay Equity Adjusted Rates

MONTHLY & HOURLY RATES

START	AFTER <u>1 YEAR</u>	AFTER <u>2 YEARS</u>	AFTER <u>3 YEARS</u>	AFTER <u>4 YEARS</u>	AFTER <u>5 YEARS</u>	AFTER <u>6 YEARS</u>	AFTER <u>7 YEARS</u>	AFTER <u>8 YEARS</u>	AFTER <u>9 YEARS</u>
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GRADUATE NURSE

Effective April 1, 1993

2688.04	2832.25	2953.65	3115.89	3282.66	3443.44	3647.97	3854.39	4056.25	4260.08
16.54	17.43	18.18	19.17	20.20	21.19	22.45	23.72	24.96	26.22

Effective January 1, 1994

2732.05	2876.31	2997.75	3160.00	3326.85	3487.61	3692.17	3898.63	4100.49	4304.33
16.81	17.70	18.45	19.45	20.47	21.46	22.72	23.99	25.23	26.49

Effective January 1, 1995

2776.06	2920.36	3041.86	3204.11	3371.04	3531.78	3736.37	3942.88	4144.74	4348.57
17.08	17.97	18.72	19.72	20.74	21.73	22.99	24.26	25.51	26.76

Effective January 1, 1996

2820.08	2964.42	3085.97	3248.22	3415.22	3575.94	3780.57	3987.13	4188.98	4392.82
17.35	18.24	18.99	19.99	21.02	22.01	23.27	24.54	25.78	27.03

The hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13% in lieu of fringe benefits,

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(9% for nurses who are members of the Hospital's Pension Plan)

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APPENDIX 4

SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD

DATED OCTOBER 23, 1981

Clause# Central Agreement (Full-time)	Applicable Clause From Existing Collective Agreement
10.04 Note	<p data-bbox="702 740 1528 819">11.07 Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:</p> <ul style="list-style-type: none"> <li data-bbox="702 857 992 893">(a) Annual Vacation <li data-bbox="702 938 1528 1017">(b) When in receipt of illness allowance up to but not including any long-term disability allowance. <li data-bbox="702 1055 1528 1172">(c) When in receipt of Workers' Compensation Board payments for a period of up to three (3) calendar months. <li data-bbox="702 1210 1306 1247">(d) When on leave of absence with pay. <li data-bbox="702 1285 1528 1355">(e) When on leave of absence without pay for a period of one (1) month or less.

Any full time or part time nurse who has successfully completed a course which totals over 360 hours will receive ten dollars (\$10.00) a month. A module course of 360 hours which results in a diploma when all modules are completed ~~is~~ eligible. The course must relate to the position. The diploma or a copy will be presented to the Director. **(APPLIES TO NURSES WHO QUALIFIED UNDER THE PEMBROKE CIVIC HOSPITAL)**

Any full time or regular part time nurse who completes her degree which **is** related to her work will receive fifty dollars (\$50.00) a month. The diploma or a copy will be presented to the Director. **(APPLIES TO NURSES WHO QUALIFIED UNDER THE PEMBROKE CIVIC HOSPITAL.)**

When a casual ~~is~~ assigned a temporary permanent position she shall be entitled to the above.

APPENDIX 4

SUPERIOR **BENEFITS** AWARDED **BY** THE CENTRAL ARBITRATION AWARD
DATED OCTOBER 23, 1981

Clause# Central Agreement (Full-time)	Applicable Clause From Existing Collective Agreement	
10.04 Note	11.07	<p>Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:</p> <ul style="list-style-type: none"> (a) Annual Vacation (b) When in receipt of illness allowance up to but not including any long-term disability allowance. (c) When in receipt of Workers' Compensation Board payments for a period of up to three (3) calendar months. (d) When on leave of absence with pay. (e) When on leave of absence without pay for a period of one (1) month or less.

Any full time or part time nurse who has successfully completed a course which totals over 360 hours will receive ten dollars (\$10.00) a month. A module course of 360 hours which results in a diploma when all modules are completed is eligible. The course must relate to the position. The diploma or a copy will be presented to the Director. (**APPLIES TO NURSES WHO QUALIFIED UNDER THE PEMBROKE CIVIC HOSPITAL**)

Any full time or regular part time nurse who completes her degree which is related to her work will receive fifty dollars (\$50.00) a month. The diploma or a copy will be presented to the Director. (**APPLIES TO NURSES WHO QUALIFIED UNDER THE PEMBROKE CIVIC HOSPITAL.**)

When a casual is assigned a temporary permanent position she shall be entitled to the above.

APPENDIX 4

SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD
DATED OCTOBER 23, 1981

Clause #
Central
Agreement
(Part-time)

Applicable Clause from Existing Collective Agreement

15 Note Casual Part-time Nurses

16.01 If a nurse works on a holiday as designated in the full-time agreement, she shall be paid at time and one-half 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 a subsequent regularly scheduled shift for such nurse), she shall receive two times her regular straight time hourly rate for such additional hours worked.

Part-Time Nurses

16.03 The provisions of the Employment Standards Act shall cover entitlement to holiday pay for designated holidays.

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APPENDIX 5

To The

COLLECTIVE AGREEMENT

Between

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

And

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

FULL-TIME AND PART-TIME

- Article A - Recognition
- Article B - Management Rights
- Article C - Association Representation
- Article D - Leave of Absence - Association Business (Local)
- Article E - Hours of Work - Scheduling
- Article F - Paid Holidays
- Article G - Vacations
- Article H - General
- Article I - Prepaid Leave Plan
- Article J - Violence
- Article K - **Job** Sharing

Letter of Understanding- Modified Work

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ARTICLE A - RECOGNITION

- A.1 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated December 3, 1973, and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Association as the exclusive Collective Bargaining Agent of all lay full-time registered and graduate nurses engaged in a nursing capacity, save and except head nurses, persons above the rank of head nurse and persons regularly employed less than the standard number of hours as specified herein.
- A.2 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated December 3, 1973, and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Association as the exclusive Collective Bargaining Agent of all lay part-time registered and graduate nurses engaged in a nursing capacity, save and except head nurses, and persons above the rank of head nurse.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation within the rights of Management.
- B.2 Without limiting the generality of the foregoing, Management's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its nurses, and the right to discipline or dismiss nurses for just cause.
 - (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.

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- (c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, layoff, recall, suspend, retire employees and select employees for positions not covered by this Agreement, provided that a claim by a nurse that she has been discharged, suspended, or disciplined without just cause may become the subject of a grievance and may be dealt with as herein provided.
- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.
- (e) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the **general** public in the community served.

B.3 The Hospital agrees that in exercising its rights as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

C.1 There shall be **an** Association-Hospital Committee composed of four **(4)** nurses (at least one **(1)** of whom is part-time) and up to four **(4)** representatives of the Hospital.

C.2 There shall be a Grievance Committee of not more than three (3) nurses (at least one (1) of whom is part-time).

C.3 There shall be **a** Negotiating Committee of not more than four **(4)** nurses **(at least one (1) of whom is part-time.)**

The Hospital agrees to continue with its normal scheduling of staff during this period of time.

C.4 There may be up to ten (10) nurse representatives to cover both full-time and part-time nurses.

C.5 If a nurse representative is transferred from one area to another, such nurse shall continue to be recognized by the Hospital as **a** representative for the period of her term for all matters, except if transferred to a managerial position.

C.6 The Hospital will arrange with the President of the local Association or her designate for interview time with newly hired nurses.

- C.7 The Employer shall recognize one ONA member as certified worker under the Occupational Health and Safety Act.

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

- D.1 In requesting leave of absence days for association business, the Association shall, where possible:
- a) provide notice of at least one (1) week unless circumstances do not permit;
 - b)
 - i. provide that no more than three (3) full-time nurses request such leave at any one time, conditional upon such nurses not being from the same duty area of the Hospital;
 - ii. provide that no more than three (3) part-time nurses request such leave at any one time, conditional upon such nurses not being from the same duty area of the Hospital;
 - (c) provide that the total number of days in any one calendar year for such leave for all nurses not exceed forty-five **(45)**.
- D.2 A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice -sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

ARTICLE E - HOURS OF WORK - SCHEDULING

- E.1 Extended Hours - A longer daily tour may be introduced by the Hospital with the approval of the local Association, in accordance with Article 13.01.

- E.2 (a) The work schedule shall be posted ten (10) days in advance of going into **effect**. Where practicable regularly scheduled days *off* shall be **consecutive** and nurses shall have at least one (1) weekend in ~~two~~ (2) weeks off duty, except part time nurses shall have at least ~~two~~ (2) **weekends** in ~~four~~(4) weeks off duty. Unless under circumstances beyond the reasonable control of the Hospital ~~a~~ nurse shall not be required to **work** more than seven (7) ~~consecutive~~ days without receiving a day off.
- (b) At least ~~four~~(4) weeks notice shall be given by the Hospital before any changes are implemented to the master rotation.
- E.3 (F.T.) A nurse will receive premium pay for all hours worked on a second consecutive and subsequent weekend save and except where:
- (a) such ~~weekend~~ has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.
- (P.T.) A part time nurse will receive premium pay for all hours worked on a third consecutive **and** subsequent weekend save and except where:
- (a) such ~~weekend~~ has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.
- E.4 A nurse may be permitted to exchange her regularly scheduled days off with another nurse of her same category provided that such request is submitted in writing to the Director or her designate and **co-signed** by the nurse willing to exchange **days** off or tour of duty. Such request shall not be unreasonably denied. When inconvenient to return to the hospital, the nurse agreeing to take on the shift may phone in her consent to the Nurse Manager.

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E.5 Consideration shall be given by the Hospital to nurses who request to work on permanent afternoon or night shifts.

E.6 Unless in circumstances which are beyond the reasonable control of the Hospital a nurse shall have at least sixteen (16) hours off between shifts. If such circumstances do not prevail then a nurse shall be paid at overtime rates of pay for all hours worked during the aforementioned period.

E.7 Unless mutually agreed between the hospital and the nurse involved, nurses will receive five (5) consecutive days off during the Christmas and New Years period.

Christmas is defined as December 24, 25, 26. New Years is defined as December 31 and January 1. The hospital may, at its discretion, waive all other scheduling requirements during this period.

Nurses will be granted these holidays on an alternating basis from year to year in their work unit.

Nurses who are not entitled to time off as mentioned above may be granted such time off if other nurses have volunteered to work such time. It is agreed that such requests shall be granted on a seniority basis. Nurses may also be granted the opportunity to exchange shifts.

E.8 The criteria for establishing the normal staffing pattern shall not be affected by the presence of students in the nursing or practical nursing programs including orientation.

E.9(F.T.) Where nurses work both day/night shifts or day/evening shifts, the percentage of day shifts should be at least fifty per cent (50%), unless requested by the nurse.

E.10(F.T.) Where a nurse elects equivalent time off for overtime, it shall be taken at a mutually agreeable time, in accordance with current Hospital policy.

E.11 The following definition of daily tour will apply but does not limit the evening and night premiums(differential):

Day tour: 0700 to 1500
Evening tour: 1500 to 2300
Night tour: 2300 to 0700

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- E.12 It is understood that a weekend consists of fifty-six(56) consecutive hours off work during the period following the completion of the Friday tour until the commencement of the Monday tour unless mutually agreed.
- E.13 A unit that has requested a two (2) shift rotation will be allowed to do so. Implementation and introduction will be negotiated between the parties.
- E.14 **Standby**

In areas where standby is utilized, the Hospital will:

- i. request volunteers who will identify their willingness on the posted schedule. If more than one nurse volunteers for a specific time, then it will be by seniority;
- ii. endeavour to distribute such duty on an equitable basis unless agreed otherwise between the nurses involved and the Hospital. The Hospital will **notify** the Union in **writing** prior to initiating standby assignments in any additional areas.

The Hospital **will** endeavour to post regular standby assignments at the same time as the tour of duty schedule is posted. Nurses will be **permitted** to exchange their standby assignments with the prior approval of the immediate supervisor and provided the appropriate response time is met by the nurses making the exchange.

- (a) Standby schedules will not be reassigned without consultation with the nurse whose schedule is being changed.
- (b) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse.
- (c) Where a nurse has been called in from standby and worked the hours after 2400 hours, such nurse will not be required to work the day shift unless she or he does so by mutual agreement.
- (d) This clause is deemed not to apply to the Operating Suite where the current standby practice will continue.
- (e) A beeper will be made available to a nurse on standby.
- (f) A room will be made available for nurses on standby.

E.15 Tours of Less Than 7.5 Hours

- (a) The Hospital may schedule tours of less than 7.5 hours where deemed necessary to maintain appropriate levels of service.
- (b) Where a nurse is scheduled to work less than the normal tour (7.5 hours), Article E in its entirety applies except as amended by the following:
 - I. the Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum;
 - ii. no nurse will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse or represent the hours of work for a position which has been posted;
 - iii. after four **(4)** hours, a nurse will be entitled to a paid relief period of fifteen (15) minutes.

E.16 Part-time Work Commitment

When regular part-time nurses on the unit have been given the opportunity to **work** up to their commitment (as per master rotation), the hospital will endeavour to offer additional tours to regular part-time nurses on the basis of seniority (up to 52.5 hours per pay period), 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 tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made;

- 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 i. and ii. to be determined at the local level with a representative of the Association if necessary

ARTICLE F - PAID HOLIDAYS

F.1 The following shall be recognized as paid holidays:

New Year's Day	Dominion Day
Third Mon. in Feb. (or Heritage Day if so proclaimed)	August Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Remembrance Day (November 11)	Boxing Day

F.2 (F.T.) A nurse who works on a holiday may elect to take a lieu day off, such day to be granted within sixty (60) days of the date on which the holiday is observed.

F.3 (F.T.) When a holiday falls within a nurse's vacation or on a scheduled day off, a lieu day off shall be selected by agreement between the Employer and the nurse.

F.4 The Hospital may designate another day to be celebrated as the paid holiday (subject to legislative requirements) if the paid holiday falls on a Saturday or Sunday and in so doing shall designate another day and notify employees at least ten days in advance.

F.5 A shift that begins or ends during the twenty-four (24) hour period of the above holidays, where the major portion of time worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

ARTICLE G - VACATION

G.1 For the period between December 15 and January 16, the Employer will endeavour to honour advance vacation, leave of absence or lieu time off

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requests by seniority on a rotating basis. Such request for vacation, leave of absence or lieu time off must be submitted in writing by November 1st of each year. Response will be given in writing by November 30.

- G.2 The vacation entitlement determination date in any year shall be January 1.
- G.3 In drawing up vacation schedules, the Hospital shall endeavour to meet the wishes of the individual nurse, and in cases where vacation periods requested conflict, preference will be given to the nurses who, within the nursing unit in question have the most seniority.
- G.4 Vacation requests for the summer vacation period shall **be** given to the Nurse Manager **by** the **1st** of **April** of each year. Vacation schedules will be posted by May 15 of each year.
- G.5 Where the nurse gives the Hospital a request in writing one month prior to the commencement of a vacation period of ~~two weeks~~ or more, the hospital will provide the nurse with vacation pay prior to the nurse's vacation period.
- G.6(F.T.) A nurse who **is** absent for at least four **(4)** months in a vacation year on maternity or adoption leave may request to carry over up to five (5) days of her vacation to the next vacation year. Such request will be considered by the Hospital if submitted with her request for maternity leave.
- G.7(P.T.) Vacation pay for part-time nurses shall be paid by the Hospital on or about March 1 in each year on a separate payment.

ARTICLE H- GENERAL

- H.1 Seniority lists shall be posted as of June 30 and December 31 of each year.
- H.2 The Hospital will provide a Bulletin Board near the rear entrance of the Hospital for the purpose of posting Association notices.
- H.3 Where any provision of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated but *is* to be deemed to be amended **so** as to make the provisions of this Agreement conform to the law.

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- H.4 All correspondence arising out of or incidental to this Collective Agreement shall pass ~~between~~ the Executive Director of the Hospital and the President of the Local Association unless as otherwise specified herein.
- H.5 Wherever the word "Supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit.
- H.6 Where used in this Agreement, the term "Executive Director" shall be interpreted to mean the Administrator of the Hospital or her delegate.
- H.7 The retirement date for all nurses shall be the first of the month following the date on which the nurse reaches the normal retirement age, or she may continue to work on a month to month basis at the discretion of the Hospital.
- H.8 The Hospital will issue a deposit advice to the nurses every second Thursday together with a pay statement as to deductions made.

H.9 WORKERS' COMPENSATION AND RE-INSTATEMENT

- a) The Hospital will notify the President of the local Nurses' Association of the names of all nurses who **go** off work due to:
- i. a work related injury, and/or
 - ii. L.T.D.
- b) 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.
- c) The Hospital agrees to provide the local union with a copy of the Workers' Compensation Board Form 7 for lost time or medical claims and a copy of the Pembroke General Hospital incident report for all other work related situations including assault, at the same time as it **is** sent to the Board.

- d) The Hospital will consider a request 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.
- H.10 Retroactive payment shall be issued on a separate itemized statement.
- H.11 Performance evaluation forms will be copied at the time of the evaluation and offered to the nurse.
- H.12 Any errors or omission by the hospital on a nurse's pay statement shall be paid to the nurse immediately or within the first business working day.
- H.13 All request for short term leaves including vacation leave shall be responded to within five working (5) days after it has been duly submitted.

ARTICLE I - PREPAID LEAVE PLAN

- I.1 The number of nurses that may be absent at one (1) time on a prepaid leave of absence is one (1) full-time and one (1) part-time, conditional upon such nurses not being from the same duty area of the Hospital.

ARTICLE J - VIOLENCE

- J.1 The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. A nurse who believes the situation to be abusive shall report this to her/his immediate supervisor who will make every effort to rectify the abusive situation.
- J.2 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.
- J.3 The Hospital will consider request 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 K - JOB SHARING

If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless **otherwise** agreed by the parties:

- K.1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- K.2 Total hours worked by job sharers shall equal one (1) full-time position.
- K.3 The schedules shall conform with the full-time provisions on scheduling.
- K.4 Each job sharer may exchange shifts with her partner as provided the collective agreement.
- K.5 The job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- K.6 Where the Hospital **determines that** a vacant **full-time job will be job** shared, the positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- U.7 Any incumbent full-time nurse wishing to share her position may **do so** without having her share of the position posted. The other portion of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement. If there is no successful candidate, the shared position must revert to a **full-time** position.
- K.8 **If** one job sharer leaves the arrangement, the position shall be posted. If all job sharers leave, K.6 will apply.

MEMORANDUM OF AGREEMENT

Between

PEMBROKE GENERAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Modified Work

The parties agree that a modified/light/alternate work program committee will develop a policy and procedure to follow when an injured nurse returns to work on modified/light/alternate work. The Hospital will notify the local executive members to discuss the back to work program for the nurse. It is understood that the local executive will be able to contact an Ontario Nurses' Association representative for more information.

Signed at PEMBROKE, Ontario, this 19th, 1998

For the Employer

S. G. Schults
Barbra Kean
[Signature]
Judy Wright

For the Union

K. Kelson
H. Langer
J. Langer
[Signature]

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APPENDIX 6

PEMBRO1.C

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Signed at Pembroke this 19th day of August 1998.

S. A. Schultz

Sandra Koon

[Signature]

Gary Wright

Lynnda Kelson

M. Kung

Jessica Langer

[Signature]