

LOCAL ISSUES

To The:

COLLECTIVE AGREEMENT

Between:

**MANITOULIN HEALTH CENTRE
Mindemoya Site**
(Hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Association")

EXPIRY: March 31, 2008

12159(06)

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APPENDIX 3 -SALARY SCHEDULE**Hourly Rates****CLASSIFICATION- REGISTERED NURSE**

| | Effective <u>April 1, 2006</u> | Effective <u>April 1, 2007</u> |
|----------|-----------------------------------|-----------------------------------|
| Start | 24.51 | 26.80 |
| 1 Year | 25.49 | 27.20 |
| 2 Years | 26.84 | 27.65 |
| 3 Years | 28.16 | 29.01 |
| 4 Years | 29.50 | 30.38 |
| 5 Years | 31.17 | 32.10 |
| 6 Years | 32.83 | 33.81 |
| 7 Years | 34.52 | 35.55 |
| 8 Years | 36.87 | 38.07 |
| 25 Years | 37.62 | 38.74 |

APPENDIX 5

APPENDIX ON LOCAL ISSUES

ARTICLE A - RECOGNITION AND DEFINITIONS

A-1 The Hospital recognizes the Association as the bargaining agent of all registered nurses and individuals holding a temporary certificate of registration employed by the Manitoulin Health Centre at the Mindemoya site in a nursing capacity, save and except Patient Care Coordinators, persons above the rank of Patient Care Coordinator who exercise managerial functions, and persons employed in a confidential capacity in matters relating to labour relations.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association 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, recall, suspend, or otherwise discipline nurses provided that a claim by a nurse who has been discharged, or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish and enforce reasonable rules and regulations to be observed by nurses provided that they are not inconsistent with the provisions of this Agreement:
- (d) generally to operate the Hospital and without restricting the generality of the foregoing, to determine all work procedures, kinds of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the standards of performance for all nurses, work assignments and all other matters concerning the Hospital's operation not otherwise specifically dealt with elsewhere in this Agreement.

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

ARTICLE C - REPRESENTATION AND COMMITTEES

- C-1
- (a) Nurse Representatives
There will be up to three ~~(2)~~ (3) nurse representatives one of whom may be a part-time nurse.
 - (b) Grievance Committee
There will be a Grievance Committee of up to two (2) nurses one of whom may be a part-time nurse.

(c) Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of up to three (3) representatives of the Hospital, one of whom shall be the Director of Nursing or her designate, and up to three (3) representatives of the Association, one of whom shall be the Bargaining Unit President or her designate one of whom may be a part-time nurse.

(d) Negotiating Committee

There will be a Negotiating Committee of up to three (3) nurses one of whom may be a part-time nurse.

(e) Occupational Health and Safety Committee

The Hospital will recognize one (1) bargaining unit member of the Joint Occupational Health and Safety Committee. When a regular member is not available, she or he may be replaced by an alternate appointed by the Union.

(f) Professional Committee

The Professional Committee referred to in Article 9.02, shall include two (2) representatives of the Association, one of whom will be the Bargaining Unit President or designate. If the Hospital decides to have more than two (2) representatives on this committee, then the Association will increase its membership representation accordingly.

(g) Scheduling Committee

There shall be a Scheduling Committee of up to three (3) Union representatives, determined by the Union and up to three representatives from the Hospital. This Committee shall be called by mutual agreement of the parties. There shall be representation from full-time and part-time nurses on the committee.

C-2 The interview period as provided for in Article 5.06 will be scheduled during the formal orientation period.

C-3 The Hospital will endeavour to hold meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled shift. When such meetings are held outside of the Bargaining Unit President's regularly scheduled hours, the Hospital agrees to pay the Bargaining Unit President at her straight time hourly rate for time spent attending such meetings outside her regularly scheduled hours to a maximum of twenty-four (24) hours per year. Meetings requiring the Bargaining Unit President's attendance are per Article C, where committee representation shall include the Bargaining Unit President.

ARTICLE D- LEAVE FOR ASSOCIATION BUSINESS

D-1 The Hospital agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences and conventions. The cumulative total leave of absence for all nurses, including full-time

and part-time nurses, shall be forty-five (45) days during the calendar year subject to the following conditions:

- (a) The Association will, where possible, notify the Hospital in writing four (4) weeks in advance of the requested leave;
- (b) no more than two (2) nurses shall be absent at any one time;
- (c) the granting of leave shall be subject to the staffing requirements of the Hospital and will not be unreasonably withheld.

D-2 Leaves of absence for Association business will be confirmed in writing in a reasonable period of time.

ARTICLE E - HOURS OF WORK

E-1 Meal periods and relief periods will be scheduled by the Charge Nurse or immediate supervisor.

E-2 It is understood that there will be no requirement for nurses to stay on the Hospital premises during meal breaks. A nurse wishing to leave the Hospital must notify her/his immediate supervisor of the wish to leave and report when leaving and upon return. Timing of breaks continues to be determined by the immediate supervisor, contingent on patient care.

Any requirement to remain will result in premium payment in accordance with Article 14.

E-3 It is recognized that the scheduled hours of work for nurses in the bargaining unit are 7.5 hours or 11.25 hours per tour except for the Emergency Department.

E-4 Standby

- (a) A nurse will not be scheduled more than three (3) consecutive standby tours unless agreed upon by the nurse.
- (b) Nurses shall be allowed to exchange standby shifts.
- (c) A bed will be provided if available for any nurse who wishes to remain on-site during a standby tour.
- (d) The standby nurse is responsible for being at the telephone number that he/she has provided to the hospital. Beepers will be available.
- (e) Nurses are encouraged to indicate their preference of how they wish their standby shifts to be scheduled. These requests will be taken into consideration when the schedule is being drawn up.
- (f) If the nurse on standby is called back to work, she will be able to leave the Hospital at 0800 regardless of the time of the call back, subject to the approval of the nurse in charge of the Inpatient Unit oncoming day shift.

- (g) Nurses will not be scheduled standby on scheduled time off pursuant to F-3(g), F-3(h) and G-3(c).

E-5 If the parties agree to a unit weekend schedule in accordance with the language of Article 13.04 during the duration of the Collective Agreement, the signed agreement between the parties will be addressed as a Letter of Understanding and appended to the Appendix of Local Provisions.

E-6 When a nurse must stay to work overtime the Hospital will not require the nurse to return to regular duties at the hospital without at least eight (8) hours of time off. If such time off extends into the nurse's next regularly scheduled shift she/he will maintain her of his regular earnings for that full shift.

ARTICLE F - SCHEDULING REGULATIONS - FULL-TIME

- F-1 (a) Shift schedules shall be posted two (2) weeks in advance and cover a six (6) week period.
- (b) A request for an exchange in the posted shift schedule must be submitted to the nursing office for approval at least twenty-four (24) hours in advance of the requested change. Such request must be in writing and co-signed by the nurse willing to make the exchange. Such exchange shall not in any event result in additional cost to the Hospital.
- (c) i) The Hospital will schedule a minimum of five (5) consecutive days off at either Christmas or New Year's; however the Hospital will endeavour to schedule seven (7) consecutive days off.
- ii) Time off at Christmas shall include December 24, December 25 and December 26. Time off at New Year's shall include December 31, January 1 and January 2.
- iii) If necessary the master rotation may be altered and F-3 (a) and F-3 (h) may be waived, between December 15 and January 15 to provide for Christmas and New Year's time off.
- Requests for time off over Christmas and New Year's must be in to the Director of Nursing, or her designate by October 15th and a list of time off from December 15th to January 15th will be posted by November 1st.
- v) Christmas and New Year's off shall rotate each year subject to the staffing requirements of the Hospital and except as may be mutually agreed. If a nurse must work Christmas or New Year's for two consecutive years, the additional consecutive period shall be offered by seniority, should no one volunteer the least senior nurse shall be scheduled.
- (e) The Hospital agrees to discuss any proposed changes to the master schedule through the Hospital-Association Committee and then changes shall only be by mutual agreement (see attached schedule).

F-2

7.5 Hour Tour

- (a) The Hospital shall not require a nurse to work more than seven (7) consecutive days without her consent.
- (b) There will be at least two (2) tours off (16 hours) between tours to be worked by a nurse, unless a lesser period of time is mutually agreed upon between the nurse and her immediate supervisor.
- (c) The Hospital shall not schedule single days off unless otherwise mutually agreed.
- (d) A nurse who normally rotates on days/ evenings or days/nights shall not be scheduled to work more than two (2) consecutive weeks on any one shift without her consent.
- (e)
 - i) A nurse shall be scheduled every second weekend off, if possible.
 - ii) A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and subsequent consecutive weekends or any portion thereof save and except where:
 - A) such weekend has been worked by the nurse to satisfy 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 tours with another nurse.
 - iii) Definition of a weekend

For the purpose of this section a weekend shall be defined as being at least sixty (60) Consecutive hours from the completion of the Friday day shift until the beginning of the Monday day shift.
- (f) Nurses who are working a combination of seven and one half (7 ½) and eleven and one quarter (11.25) hour shifts follow the eleven and one quarter (11.25) hour shift language.

F-3

11.25 Hour Tours

- (a) A nurse will not be required to work more than three (3) consecutive extended tours days or nights of work unless mutually agreed.
- (b) The Hospital shall schedule every second weekend off.
- (c) The Hospital shall schedule so nurses will work fifty percent (50%) days tours and fifty percent (50%) night tours unless otherwise mutually agreed.
- (d) The Hospital will schedule extended tours to average seventy-five (75) hours per pay period over a twelve (12) week period mutually agreed otherwise.
- (e) Extended tours may be discontinued in any unit when:

- i) fifty-five percent (55%) of the nurses in the unit so indicate by secret ballot; or
- ii) The Hospital because of:
 1. adverse effects on patient care,
 2. inability to provide a workable staffing schedule,

states its intention to discontinue the compressed work week in the schedule.

When notice of discontinuation is given by either party in accordance with paragraph (i or ii) above, then:

- i) the parties shall meet within two **(2)** weeks of the giving of the notice to review the request for discontinuation; and
 - ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (f) A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second and subsequent consecutive weekend or any portion thereof save and except where:
- i) such weekend has been worked by the nurse to satisfy days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of tours with another nurse.

Definition of a weekend

For the purpose of this section a weekend shall be defined as being at least sixty (60) consecutive hours from the completion of the Friday day shift until the beginning of the Monday day shift.

- (g) There will be at least eleven (11) hours scheduled off between tours worked by a nurse, unless mutually agreed otherwise.
- (h) There will be at least forty-eight **(48)** hours scheduled off when rotating from night to day, unless mutually agreed otherwise.
- (i) Nurses who are working a combination of seven and one half (7 ½) and twelve (12) hour shifts follow the twelve (12) hour shift language.

F-4 Any violation of F-2(a), F-2(b), F-2(c), F-3(a), F-3(c), F-3(g) and F-3(h), shall result in premium payment in accordance with Article 14.

F-5 In the event that a nurse works overtime she shall submit the claim on a form provided in each unit. She shall also indicate whether she wants the time

accumulated or to be paid for in accordance with Article 14.09. Time off accumulated under this provision shall not exceed seventy-five (75) hours. Banked hours accumulated will be scheduled at a mutually acceptable time to the Hospital and the nurse. Nurses will be provided the totals they have accumulated in accordance with Article 14.09 in September and March. Requests for time off will be submitted October 31 and shall be used by March 31. If not submitted time owing shall be paid out the pay period following October 31.

- F-6 A nurse who submits a request for specific day(s) off, once the time is posted, will have a response to that request within seven (7) calendar days.
- F-7 There will be no requirement for staff nurses to work non-union, supervisory tours, i.e. vacation, paid holidays, sick leave, etc., without their consent.

ARTICLE G - SCHEDULING REGULATIONS- PART-TIME

- G-1 (a) Shift schedules shall be posted two (2) weeks in advance and cover a six (6) week period.
- (b) A request for an exchange in posted shift schedule must be submitted to nursing office for approval at least twenty-four (24) hours in advance of the requested change. Such request must be in writing and co-signed by the nurse willing to make the exchange. Such exchange shall not in any event result in additional cost to the Hospital.
- (c) i) A nurse will work or be on standby two weekends out of three if required.
- ii) A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and subsequent consecutive weekend or any portion thereof save and except where:
- A) such weekend has been worked by the nurse to satisfy 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 tours with another nurse.
- iii) Definition of a Weekend
- For the purpose of this section a weekend shall be defined as being at least sixty (60) consecutive hours from the completion of the Friday day shift until the beginning of the Monday day shift.
- (d) i) The Hospital will schedule a minimum of five (5) consecutive days off at either Christmas or New Year's; however, the Hospital will endeavour to schedule seven (7) consecutive days off.
- ii) Time off at Christmas shall include December 24, December 25 and December 26. Time off at New Year's shall include December 31, January 1 and January 2.

- iii) If necessary, the following scheduling provision may be waived, G-3(a), between December 15 and January 15 to provide for Christmas and New Year's time off.
 - iv) Requests for time off over Christmas and New Year's must be in to the Director of Nursing, or her designate by October 15th and a list of time off from December 15 to January 15th will be posted by November 1st.
 - v) Christmas and New Year's off shall rotate each year subject to the staffing requirements of the Hospital and except as may be mutually agreed. If a nurse must work Christmas or New Year's for two consecutive years, the additional consecutive period shall be offered by seniority, should no one volunteer the least senior nurse shall be scheduled.
- (e) Tours which are available prior to the posting of the schedule shall be equally distributed amongst regular part time nurses. If a regular Dart time nurse does not wish to be prescheduled for greater than her commitment she will notify the hospital in writing.
 - (f) Where extra tours become available after the schedule is posted, they will be offered on the basis of seniority to regular part time nurses assigned to the unit(s) provided that no nurse will exceed her commitment as a result of being offered such extra tours where there are regular part time nurses who have not been offered their commitment of shifts and providing premium pay is not incurred by the hospital. It is understood that additional tours are offered to regular part time prior to being offered to **job** sharers and casuals.
 - (g) Where extra tours become available after the schedule is posted and there are no nurses not in a premium position willing to accept the tour, then the tour will be offered to full time nurses in order of seniority and then to part-time nurses in a premium position in order of seniority.

G-2

7.5 Hour Tour

- (a) The Hospital shall not schedule a nurse to work more than seven (7) consecutive days without her consent.
- (b) The Hospital shall schedule at least two (2) tours off (16 hours) between tours to be worked by a nurse, unless a lesser period of time is mutually agreed upon between the nurse and her immediate supervisor.

G-3

11.25 Hour Tour

- (a) A part-time nurse who has been scheduled for work or for standby for four (4) consecutive days shall be scheduled two (2) consecutive days off, unless mutually agreed other wise.
- (b) Extended tours may be discontinued in any unit when:

- i) fifty-five percent (**55%**) of the nurses in the unit so indicate by secret ballot; or
- ii) The Hospital because of:
 - 1. adverse effects on patient care,
 - 2. inability to provide a workable staffing schedule,

states its intention to discontinue the compressed work week in the schedule.

When notice of discontinuation is given by either party in accordance with paragraph (i) or (ii) above, then:

- i) the parties shall meet within two (2) weeks of the giving of the notice to review the request for discontinuation; and
 - ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (c) There will be at least eleven (**11**) hours scheduled off between tours to be worked by a nurse, unless a lesser period is mutually agreed.
 - (d) The Hospital will schedule extended tours to average no more than seventy-five (75) hours per pay period over a two (2) week period unless mutually agreed otherwise.

G-4 Any violation of **G-2(a)**, **G-2(b)**, **G-3(a)** and **G-3(c)** of the scheduling regulations shall result in premium payment in accordance with Article **14**.

G-5 In the event that a nurse works overtime she shall submit the claim on a form provided in each unit. She shall also indicate whether she wants the accumulated or to be paid for in accordance with Article **14.09**. Time off accumulated under this provision shall not exceed seventy-five (**75**) hours. Banked hours accumulated will be scheduled at a mutually acceptable time to the Hospital and the nurse. Nurses will be provided the totals they have accumulated in accordance with Article **14.09** in September and March. Requests for time off will be submitted October **31** and shall be used by March **31**. If not submitted time owing shall be paid out the pay period following October **31**.

G-6 A regular part-time nurse will make a commitment to be available for at least:

- (a) forty-five (**45**) hours per pay, and
- (b) three (3) tours at Christmas or New Year's which may include any or all of either:

December **24**, **25**, **26**
December **31**, January **1** and **2**

G-7 A nurse who submits a request for specific day(s) off after the schedule is posted, will have a response to that request within seven (7) calendar days.

- G-8 There will be no requirement for staff nurses to work PCC tours, i.e. vacation, paid holidays, sick leave, etc., without their consent.
- G-9 The employer may ask casual nurses to submit their potential availability to the Nursing Secretary two weeks in advance of the schedule being posted.

ARTICLE H - PAID HOLIDAYS

- H-1 The designation of paid holidays under Article 15.01 is as follows:

| | |
|------------------------|------------------|
| New Year's Day | Labour Day |
| 2nd Monday in February | Thanksgiving Day |
| Good Friday | November 11 |
| Victoria Day | December 25 |
| 2nd Monday in June | December 26 |
| Canada Day (July 1) | |
| Civic Holiday | |

- H-2 Where a nurse is entitled to a lieu day under Articles 15.04 or 15.05, such day off must be taken within ninety (90) days of the holiday at a mutually agreeable time or payment shall be made in accordance with Article 15.03.

ARTICLE I - VACATIONS

- I-1 The date for determining vacation entitlement shall be January 1.
- I-2 Vacation request schedules will be posted in the Multi-Purpose Room.
- I-3
- (a) Hospital **will** allow up to three (3) nurses to be off on vacation at any one time, provided staffing needs can be met.
 - (b) Requests for time *off* (single days or vacation) during non-summer prime time periods shall be submitted by e-mail to the Nursing Secretary and shall be considered on a first come, first served basis.
 - (c) Vacation During Summer Prime Time
 - i) Summer prime time shall be defined as the period of time between June 15 to September 15.
 - ii) A week of vacation is defined as beginning at 0800 hours on Monday and ending at 0800 hours the following Monday.
 - iii) Nurses shall be entitled to take up to three weeks of vacation during prime time.
 - iv) The Vacation Request List shall be posted by February 1st. Nurses shall indicate their vacation preference on the Vacation Request List by March 1st and shall have their requests considered on the basis of seniority. The Approved Vacation List shall be posted by April 1st.
 - v) The Approved Shift Schedule will be posted no later than June 1st.

- vi) Requests for single days off during Prime time shall be submitted by e-mail after April 1st to the Nursing Secretary and shall be considered on a first come, first served basis.

I-4 Under normal circumstances it is desirable for employees to take their annual vacation. Nurses will be entitled to carry over one (1) week of unused vacation from one year to March 31st of the next. Requests to carry over more than once week beyond March 31st by nurses on maternity/parental leave or other unusual circumstances, may be submitted in writing to the Director of Patient Care, or her designate by December 15th. Requests must specify the number of weeks for carry over, the reason for the request and the date by which the vacation will be used. If the Hospital denies the request, such denial **will** not be unreasonable.

ARTICLE J - BULLETIN BOARDS

J-1 The Hospital shall provide space for a bulletin board for the posting of notices related to Association business. All such notices must be signed by the Bargaining Unit President.

ARTICLE K - SENIORITY LISTS

K-1 Seniority lists shall be posted by January 31st and July 31st in each year.

ARTICLE L - PRE-PAID LEAVE PLAN

L-1 One (1) full-time and one (1) part-time at a time.

ARTICLE M- PLUG-INS AND PARKING

M-1 The Hospital will provide automobile plug-ins for all registered nurses on night duty on a first come first served basis.

M-2 Present designated staff parking areas will continue at no charge to the nurse.

ARTICLE N - AMBULANCE ESCORT

N-1 Reasonable meal, accommodation, and travel expenses will be reimbursed as provided in the hospital policy. Receipts will be required.

ARTICLE O -JOB SHARING

O-1 If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.

- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Supervisor of the Unit.
- (c) The above schedule shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- (e) The **job** sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall **only be** required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) Coverage:
 - 1. It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - 2. Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the **job** sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

- (g) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (h) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (i) If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed

that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE P - HEALTH AND SAFETY

P-1 The Hospital and the Association accept our obligations under the Ontario Human Rights Code to attempt to accommodate, short of undue hardship, an employee who is incapable of performing duties or meeting the normal requirements of her job because of handicap.

- (a) A disabled nurse will provide the Employer with satisfactory medical evidence concerning his/her restrictions.
- (b) Upon receipt of information in (a) above, the Employer will notify the Union and arrange to meet with the nurse and a designated member or delegate of the Bargaining Unit to afford available opportunities to return to work and/or participate in modified work programs where appropriate.
- (c) The Hospital will notify the Bargaining Unit President of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.

The Hospital will provide to the Union a monthly list of all Registered Nurses on modified work programs by the 15th of each month.
- (d) The Employer agrees to supply the Bargaining Unit President with a copy of the Workplace Safety and Insurance Board-Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at the same time it is sent to the Board.

P-2 Musculoskeletal Injury Prevention and Control

The hospital shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.

P-3 Needlestick/sharps Safety

Where workers may be exposed to a blood borne pathogen, the employer, with the input of workers throughout the institution through the joint health and safety committee, shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent actual or potential exposure.

ARTICLE Q- VIOLENCE IN THE WORKPLACE

- Q-1 (a) The Employer and the Association agree to have in place policies and procedures to deal with violence in the workplace. The policies will address the prevention of violence, the management of violent situations, and support to employees who have faced violence.
- (b) The parties agree that if incidents involving abusive client action occur, that such action will be recorded and reviewed at the Occupational Health and

Safety Committee. Reasonable steps within the control of the Employer will be followed to address the legitimate health and safety concerns of employees presented in that forum.

- (c) The Hospital, with the nurses 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.
- (d) The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

ARTICLE R – MISCELLANEOUS

- R-1 The employer shall post notices of vacancies in a separate identifiable location. The parties agree that any unsuccessful candidate for a posting in the bargaining unit will be notified, prior to the posting of the name of the successful candidate.

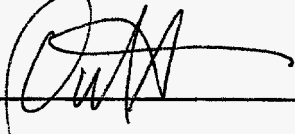
ARTICLE S – PART TIME BENEFITS

- S-1 The hospital will provide part time nurses with the option of participating in the extended health care and dental benefits programmes set out in Article 17.
- S-2 The nurse will arrange with the employer to pay the full amount 100% of the monthly premiums in advance.


SIGNING PAGE

Dated at Mindemera Ontario, this 28th day of November, 2007.

FOR THE EMPLOYER


Cheryl C. Kinderman
Kinderman

FOR THE UNION


Labour Relations Officer
Storey
Michelle L. Anderson
U. Anderson Rn

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