

COLLECTIVE AGREEMENT

between

THE BROCKVILLE GENERAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

Full Time and Part Time Nurses

EXPIRY: March 31, 1998

L1

APPENDIX 3 - SALARY SCHEDULE
APPENDIX 4 - SUPERIOR CONDITIONS
APPENDIX 5 - LOCAL PROVISIONS

between

THE BROCKVILLE GENERAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

EXPIRY: March 31, 1998

TABLE OF CONTENTS

APPENDIX 3 - SALARY SCHEDULE. L4

APPENDIX 4 - SUPERIOR CONDITIONS L6

APPENDIX 5 - LOCAL PROVISIONS L9

ARTICLE A - RECOGNITION L9

ARTICLE B - DEFINITIONS L9

ARTICLE C - MANAGEMENT RIGHTS L9

ARTICLE D - INTERVIEW L10

ARTICLE E - REPRESENTATIVES AND COMMITTEES L10

ARTICLE F - SENIORITY LISTS L11

ARTICLE G - PAID HOLIDAYS L11

ARTICLE H - VACATIONS L11

ARTICLE I - LEAVE OF ABSENCE FOR UNION BUSINESS L12

ARTICLE J - TERMINATION OF EMPLOYMENT L12

ARTICLE K - RETIREMENT. L12

ARTICLE L - BULLETIN BOARD L12

ARTICLE M - MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE ... L12

ARTICLE N - UNIFORMS L13

ARTICLE O - PAY DAY L13

ARTICLE P - REST PERIODS L13

ARTICLE Q - SCHEDULING L13

ARTICLE R - JOB SHARING L18

ARTICLE S - PRE-PAID LEAVE L21

L3

ARTICLE T - MODIFIED WORK	L21
ARTICLE U - MISCELLANEOUS	L21

APPENDIX 3 - SALARY SCHEDULE
BROCKVILLE GENERAL HOSPITAL

	JAN. 1, 1996		APRIL 1, 1997	
	MONTHLY	HOURLY	MONTHLY	HOURLY
<u>Registered Nurse</u>				
Start	2915.25	17.94	2973.55	18.30
After 1 Year	3061.50	18.84	3122.73	19.22
After 2 Years	3183.38	19.59	3247.05	19.98
After 3 Years	3350.75	20.62	3417.77	21.03
After 4 Years	3516.50	21.64	3586.83	22.07
After 5 Years	3683.88	22.67	3757.56	23.12
After 6 Years	3891.88	23.95	3969.72	24.43
After 7 Years	4099.88	25.23	4181.88	25.73
After 8 Years	4307.88	26.51	4394.04	27.04
After 9 Years	4517.50	27.80	4607.85	28.36
<u>Graduate Nurse</u>				
Start	2809.34	17.29	2866.50	17.64
After 1 Year	2945.36	18.13	3006.25	18.50
After 2 Years	3059.62	18.83	3120.00	19.20
After 3 Years	3203.24	19.71	3266.25	20.10
After 4 Years	3329.51	20.49	3396.25	20.90
<u>Assistant Head Nurse</u>				
Start	3007.31	18.51	3068.00	18.88
After 1 Year	3164.89	19.48	3228.88	19.87
After 2 Years	3292.47	20.26	3357.25	20.66
After 3 Years	3468.60	21.35	3537.63	21.77
After 4 Years	3642.92	22.42	3714.75	22.86
After 5 Years	3819.15	23.50	3895.13	23.97
After 6 Years	4031.72	24.81	4112.88	25.31
After 7 Years	4243.79	26.12	4329.00	26.64
After 8 Years	4459.09	27.44	4548.38	27.99
After 9 Years	4676.06	28.78	4771.00	29.36

L5

Health Nurse

Start	3128.53	19.25	3191.09	19.64
After 1 Year	3288.91	20.24	3354.69	20.64
After 2 Years	3421.08	21.05	3489.51	21.47
After 3 Years	3599.91	22.15	3671.92	22.60
After 4 Years	3779.82	23.26	3855.41	23.73
After 5 Years	3956.16	24.35	4035.28	24.83
After 6 Years	4173.42	25.68	4256.89	26.20
After 7 Years	4393.39	27.04	4481.26	27.58
After 8 Years	4616.28	28.41	4708.61	28.98
After 9 Years	4840.91	29.79	4937.73	30.39

APPENDIX 4 - SUPERIOR CONDITIONS
FULL TIME

ARTICLE HEADING

Article 5 - Association Security

Article 19 - Compensation: Education Allowance

Article 5 - Association Security

NOTE:

The list provided for in Section 5.05 shall include any other information that is currently provided to ONA. Additionally, the Hospital will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Hospital's payroll system.

Dues Deduction List

The list provided for in Section 5.05 shall contain the following information:

Name, address, status, social insurance number.

Article 19.09 - Educational Bonus

Provisions in existing collective agreements providing for educational allowances shall be continued in effect.

Nursing Unit Administration Course or 6 Months Post Graduate Specialty	\$15.00 per month
Successful completion of One Year University	40.00 per month
· Baccalaureate degree	80.00 per month

APPENDIX 4 - SUPERIOR CONDITIONS

PART TIME

ARTICLE HEADING

Article 5 - Association Security

Article 15 - Paid Holidays

Article 16 - Vacations

Article 5 - Association Security

NOTE:

The list provided for in Section 5.05 shall include any other information that is currently provided to ONA. Additionally, the Hospital will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Hospital's payroll system.

Dues Deduction List

The list provided for in Section 5.05 shall contain the following information:

Name, address, status, social insurance number.

Article 15 - Paid Holidays

NOTE:

Where existing Collective Agreements contain provisions relating to payment to nurses for holidays, whether worked or not, that exceed any payment required under the Employment Standards Act, such provisions shall be continued. Payment of holiday pay under this note applies only to nurses presently enjoying such payment. Nurses presently enjoying holiday pay pursuant to this Note or otherwise as of December 14, 1987 will continue to enjoy such payment until they cease to be employed at the Hospital or until they transfer to a status to which this superior condition does not apply, whichever first occurs.

Part-time nurses shall be remunerated for any statutory holiday when they have worked

twelve (12) days in the thirty (30) day period preceding the holiday and the last scheduled day of work prior to the holiday.

If a part time nurse works on any of the paid holidays listed in Article G.1, she shall be paid at the rate of time and one half (1-1/2) for all hours worked.

Article 16 - Vacations

NOTE:

Casual part-time nurses hired before October 23, 1981 shall receive vacation pay as follows:

- (a) Part-time nurses who have not completed 1500 hours worked by June 30th shall be paid four (4%) percent of the pay for all work done by her since the previous July 1st.
- (b) Vacation pay shall be granted to nurses after completion of 1500 hours worked by June 30th at the rate of six (6%) percent of her earnings for work performed.
- (c) Vacation pay shall be granted to nurses after completion of 4,500 hours worked by June 30th in the amount of eight (8%) percent of her earnings for work performed.
- (d) Vacation pay shall be granted to nurses after completion of 30,000 hours worked by June 30th in the amount of ten (10%) percent of her earnings for work performed.
- (e) A part-time nurse whose employment terminates before June 30th shall be paid vacation pay at the percentage applicable to her seniority, of the pay for all work done by her since the previous July 1st.
- (f) Casual part-time nurses hired after October 23, 1981 shall be governed by the Employment Standards Act.

APPENDIX 5 - LOCAL PROVISIONS

ARTICLE A - RECOGNITION

A.1 Full time

The Employer **recognizes** the Association as certified by The Ontario Labour Relations Board by Certificate dated January 23, 1967 as the sole bargaining agent of all registered and graduate nurses employed by the Employer in **Brockville** engaged in nursing care and in teaching, save and except Head Nurses and persons above the rank of Head Nurse and those regularly employed for less than five regular tours per week on the average. For the purpose of clarity, the bargaining unit described above shall be read subject to the terms of endorsement on the record of the Ontario Labour Relations Board.

A.2 Part time

The Employer **recognizes** the Association as certified by The Ontario Labour Relations Board by Certificate dated January 23, 1967 as the sole bargaining agent of all registered and graduate nurses employed by the Employer in **Brockville** engaged in nursing care and in teaching, save and except Head Nurses and persons above the rank of Head Nurse and those regularly employed for five or more regular tours per week.

For the purpose of clarity, the bargaining unit described above shall be read subject to the terms of endorsement on the record of the Ontario Labour Relations Board.

ARTICLE B - DEFINITIONS

- B.1 The term “nurse” or “nurses” wherever used in this Agreement shall mean any or all of the employees of the Bargaining Unit herein defined.
- B.2 “Tour” to read synonymous with “shift”.
- B.3 Evening shift shall be defined as the hours from 1530 -2330 hours (3:30 p.m. - 11:30 p.m.) and night shift shall be defined as the hours from 2330 - 0730 hours (11:30 p.m. - 7:30 a.m.)
- B.4 Whenever “she” or “her” is used it shall also mean “he” or “his” and vice versa.

ARTICLE C - MANAGEMENT RIGHTS

C.1 The right to hire, retire, promote, classify, layoff, recall, demote, transfer, discharge, or discipline for just cause, to maintain order, discipline and efficiency, and to establish and enforce reasonable rules and regulations governing the conduct of the employees which rules and regulations are primarily designed to safeguard the interests of the patients of the hospital, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Hospital not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility. The Hospital may make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

ARTICLE D - INTERVIEW

D.1 The interview shall take place after hiring and during the probationary period. Such interview shall take place within the first two weeks of employment for all newly hired employee(s). The Employer shall notify the Union of all new hires and their addresses as soon as possible after the date of hire.

ARTICLE E - REPRESENTATIVES AND COMMIT-TEES

E.1 Union Representatives - There shall be seven (7) union representatives designated:

2nd East	1 East	3rd Floor (2 Representatives)
I.C.U.	Emergency	O.R., Recovery and Day Surgery

E.2 Negotiating Committee - There shall be a negotiating committee composed of three (3) employees, at least one of whom shall be a part-time employee.

E.3 Grievance Committee - There shall be a grievance committee composed of three (3) employees, one of whom shall be the Employee Representative of the aggrieved employee.

E.4 Union/Hospital Committee - There shall be an Union/Hospital Committee composed of three (3) members of the Union, one of whom may be a part-time employee, and three (3) representatives of the Hospital, one of whom shall be the Director of Nursing.

It is understood that one Union/Hospital Committee, one Grievance Committee, and one Negotiating Committee shall represent both full time and part time.

ARTICLE F - SENIORITY LISTS

- F.1 Seniority lists will be posted on the bulletin board on July 1 and December 1 of each year.
- F.2 In the case of lay-off, members of the Union executive, as notified to the Employer, shall be the last to be laid off and the first to be recalled.

ARTICLE G - PAID HOLIDAYS

- G.1 The following shall be **recognized** as paid holidays:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

- G.2 Lieu days off shall be scheduled at a mutually agreeable time.
- G.3 The Employer will schedule not less than five (5) consecutive days off for each employee at either Christmas or New Year's. Christmas shall include December 24, 25 and 26. New Year's shall include December 31 and January 1.

An employee may make a written request to her immediate supervisor to work specific day(s) or to have specific day(s) off during this time frame. Such request may be granted upon mutual agreement of the parties. Requests that have been granted by mutual agreement will not result in overtime payment.

- G.4 Notices with respect to time off on holidays will be posted as far in advance as is reasonable and possible.
- G.5 Payment for on call hours on a paid holiday shall be paid at the higher rate from 2330 hours (11:30 p.m.) of the day prior to the actual paid holiday until 2330 hours (11:30 p.m.) of the day of the paid holiday.

ARTICLE H - VACATIONS

- H.1 The vacation with pay period year shall commence July 1 and end the following June 30. All calculations pertaining to vacations with pay shall be based on this period.
- H.2 The Employer shall give every consideration to the preference of employees as to which time the employees desire their vacations but of necessity the final decision as to the scheduling of vacations remains with the Employer. Notices shall be posted in all departments by April 15 giving employees an opportunity to indicate the time desired for their vacations. Final lists shall be posted by May 15 for summer vacation.
- H.3 Vacation requests will not be unreasonably denied.

ARTICLE I - LEAVE OF ABSENCE FOR UNION BUSINESS

- I.1 Upon written request leave of absence for Union business shall be given for up to a total of seventy- five (75) days in a calendar year on the understanding that no more than two employees may be away at one time from the same department.

ARTICLE J - TERMINATION OF EMPLOYMENT

- J.1 Employees shall endeavour to give four (4) weeks written notice of resignation but in no case shall they give less than two (2) weeks.

ARTICLE K - RETIREMENT

- K.1 The normal retirement age shall be sixty-five years. Upon notifying the Union, the Employer may, however, continue to employ on a month to month basis, any person after he or she has attained retirement age, at an occupation and at a rate of pay which takes into consideration the ability and the physical and mental conditions of such employee.

ARTICLE L - BULLETIN BOARD

- L.1 A bulletin board designated as "Union Bulletin Board" shall be provided by the Employer in the main Hospital Building. The Union shall have the right to post reasonable notices.

ARTICLE M - MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE

M.1 The Employer agrees to provide malpractice and professional liability insurance to cover the employee in the event of any legal action brought against such employee in the course of her duties during her employment with the Hospital.

ARTICLE N - UNIFORMS

N.1 Uniforms of employees employed by the Hospital prior to July 1, 1975 will be laundered by the Hospital at its expense when requested by the employee.

The Hospital shall provide employees working in the Emergency Room, OR, R.R., Obstetrics and ICU units with OR uniforms. The Hospital shall launder these uniforms at no cost to the employee.

ARTICLE O - PAY DAY

O.1 Employees shall be paid every two (2) weeks. The Employer will implement Direct Deposit banking as soon as computer capacity makes this feasible (i.e. update and/or new system installed).

ARTICLE P - REST PERIODS

P.1 The Hospital shall grant two (2) rest periods, one in each half of the tour, or one (1) rest period during each tour at a time designated by it.

~~ARTICLE~~ Q - SCHEDULE

Q.1 Two (2) consecutive days off will be scheduled after five (5) days of work, however, schedules may be established to provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work without days off and as long as four (4) days off are scheduled each fortnight.

Q.2 (a) Tour of duty schedules and days off will be posted at least two (2) weeks in advance, covering a four (4) week period. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by an employee willing to exchange days off or tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Employer shall not result in overtime payment. However, should the Hospital initiate a change in the posted tours of duty for part time employees and fail to give sixty (60) hours notice of such change,

the employees so affected by such change shall be paid at a premium rate of time and one half for the first tour of the new schedule.

- (b) The regular part-time employee must agree to work the pre-determined schedule for her position and her commitment will include the following:
 - (1) To be available for the full year less a reasonable vacation period not to exceed five weeks.
 - (2) To work either the Christmas or New Year's period. At least five (5) consecutive days off will be scheduled for each employee at either Christmas or New Year's. In the event of a dispute, seniority will govern.
 - (3) To be available to work two weekends in four. (This would include the normal rotation.)

- Q.3 (a) The Employer will schedule at least one (1) weekend off in three (3) for full time employees and will endeavour to schedule one weekend off in three for part time employees.

A full time employee will receive premium payment for all hours worked on a third consecutive and subsequent weekend and a part time employee will receive premium payment for all hours worked on a fourth consecutive and subsequent weekend save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- ii) such employee has requested weekend work; or
- iii) such weekend is worked as the result of an exchange of shifts with another employee.

- Q.3 (b) The following conditions in offering extra tours to regular part time employees not on layoff shall apply:

- 1. Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
- 2. A tour will be deemed to be offered whenever a call is placed.
- 3. It is understood that the Hospital will not be required to offer tours

which would result in overtime premium.

4. When a regular part time employee accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made.
5. Provided they are qualified, employees may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.

(c) Where no regular part time employee is available for extra call in tours laid off regular part time employees shall be called according to seniority then laid off full time employees shall be called according to seniority prior to any casual employee(s) being offered the extra available shift according to seniority.

Q.4 (a) A employee shall have a period of at least twenty-four (24) consecutive hours off duty following a change from day tour and forty-eight (48) consecutive hours off duty following a change from night tours unless mutually agreed otherwise.

(b) Split tours will not be scheduled.

(c) Off time between shifts - Normally, at least twelve hours is allowed between shifts for part time employees.

Failure to provide time off as indicated above will result in premium payment in accordance with Article 14.03.

Q.5 A full time employee who normally rotates on all three (3) tours of duty shall be scheduled to work days for at least the combined total of evening and night tours but an evening or night tour shall not exceed two (2) consecutive weeks in duration without written consent or request.

Q.6 A full time employee requesting evening or night tours on a permanent basis may be granted such a request where possible, except that the Hospital may require the employee to rotate through the alternate tours when deemed necessary.

Q.7 Where a full time employee chooses equivalent time off as provided for in Article 14.09, such time off must be taken within thirty (30) calendar days and at a mutually agreeable time,

Q.8 Extended Tours

- (1) Extended tours shall be introduced into any unit when,
 - (i) seventy (70%) percent of the employees in the unit so indicate by secret ballot, and
 - (ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.

- (2) A compressed work week may be discontinued in any unit when:
 - (i) fifty (50%) percent of the employees in the unit so indicate by secret ballot; or
 - (ii) the Hospital because of
 - (a) adverse effects on patient care,
 - (b) inability to provide a workable staffing schedule, or
 - (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue the compressed work week in the schedule;

- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
 - (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (ii) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

- (4) Scheduling regulations for extended tours shall be as follows:
 - (i) Not more than three (3) extended tours may be scheduled. Following three (3) consecutive tours, employees shall have two (2) days off duty.

- (ii) The maximum number of tours worked in any given seven (7) day period shall be five (5).
- (iii) The Employer will endeavour to schedule alternate weekends off but at least two weekends off in four will be scheduled.

Failure to abide by the above scheduling regulations shall result in premium payment being paid in accordance with the provisions of Article 14.03.

Section #(i) and the resulting penalty for non-compliance will not apply to the existing rotation in the Intensive Care Unit.

Q.9 If any of the above scheduling regulations are violated, the employee shall receive premium payment as applicable.

Q.10 Regular Part Time

Regular part time positions when declared or if they become vacant will be posted as per Article IO. A casual part time employee may also, at any time, indicate in writing to the Director of Nursing, her desire to work on a regular part time basis.

Q.11 The Hospital shall schedule and distribute available shifts on an equitable basis to all regular part time employees working in each unit. Regular part time employees shall be offered extra available shifts before casual part time employees.

Q.12 If no regular part time employee is available for extra available shifts, then casual part time employees shall be offered the available work on the basis of seniority.

Q.13 Proposed master rotation for each unit be brought to the Hospital-Union committee meeting prior to implementation. Final copies of each master rotation shall be provided to the local president two weeks prior to posting.

Q.14 (a) Standby

(i) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.

(ii) Scheduled standby assignments will be distributed equitably amongst the employees in any unit **utilizing** standby.

(b) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.

- (c) To be available to work two weekends in four (this would include the normal rotation).

Q.15 Where no regular part time employee is available for extra call in tours, laid off regular part time employees shall be called according to seniority then laid off full time employees shall be called according to seniority prior to any casual employees being offered the extra available shift according to seniority.

Q.16 Scheduling Regulations for Tours of Less than 7.5 Hours

Where four hour shifts are required, the following scheduling regulations shall apply in addition to Q.1, Q.2, Q.3, Q.4 and Q.10:

- (a) The Hospital will endeavour to keep the number of four hour shifts to a minimum;
- (b) There shall be an equitable distribution of such tours among the part time employees in each unit;
- (c) No part time employee will be scheduled solely on tours of less than 7.5 hours in any pay period except where such arrangements are agreed to by the employee;
- (d) For employees working tours of duty of less than 7.5 hours no more than five (5) shifts in a row shall be scheduled. If a employee is required to work on a sixth (6) consecutive and subsequent tour, then s/he will receive premium payment for each shift so worked until a day is scheduled off.
- (e) Employees working less than 7.5 hour tours shall be granted a fifteen (15) minute paid rest period.

ARTICLE R - JOB SHARING

R.1 The parties mutually agree to implement job sharing in accordance with the following conditions:

- (a) Job sharing requests shall be considered on an individual basis. Applications must be made to the Director of Nursing who shall not unreasonably withhold approval, but the Hospital may at its discretion limit the number of job sharing positions.

R.2 The employees involved in job sharing are entitled to all the terms of the part time Collective Agreement except those which are modified as follows:

- (a) Schedules will conform with Articles P and Q of the Collective Agreement which set out scheduling.
- (b) Total hours worked by the job sharers will equal one full time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour. However, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the supervisor in the area concerned. Such permission will not be unreasonably withheld.
- (c) Employees will be granted at least five (5) consecutive days off over either Christmas or New Years. When one or both job sharers work over Christmas, neither can be required to work over New Years and vice versa unless mutually agreed otherwise.
- (d) **Paid Holidays**

Job sharers will not be required to work, in total, more paid holidays than would one (1) full time employee, unless mutually agreed otherwise.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and together shall only be required to work the number of paid holidays that a full time employee would be required to work. When the two cannot agree, the decision of the Unit Coordinator will govern.
- (f) **Coverage**
 - (i) It is expected that both job sharers will cover each other's incidental illnesses and vacation. 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. Job sharers shall be offered additional unscheduled tours only if they have made their availability known.

(ii) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central Agreement:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty days (30), the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence she or he must inform the manager at least two (2) weeks prior to the posting of each schedule. If the employee cannot cover for her or his partner, the shifts will be distributed as per Article Q.2.

(g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full time position, the full time position will be posted first and in the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

- (h) (i) An incumbent full time employee wishing to share her or his position may do so without having her or his half of the position posted. The other half of the job position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (ii) Where two full time employees on one unit wish to job share one (1) position, neither half will be posted providing this would create one (1) full time position to be posted and filled according to the Collective Agreement.
- (i) If one of the job sharers leaves the arrangement her or his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to to her or his former status. If the remaining employee was previously full time, the shared position will become her or his position. If the remaining employee was previously part time and there is no part time position available on the same Unit, she or he shall exercise her or his layoff bumping rights to obtain a part time position. The shared position would then revert to a full time position and be posted according to the Collective Agreement.

(j) Discontinuation

Either party may discontinue a 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 S - PRE-PAID LEAVE

S.1 Effective April 1, 1989, one employee from each unit to a maximum of three (3) employees in any one year may be absent.

ARTICLE T - MODIFIED WORK

- T.1 The Hospital will notify the President of the Local Nurses' Union of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.
- T.2 Prior to any employee returning to work on a modified work programme, the Hospital will notify and meet with the employee, 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.
- T.3 The Hospital agrees to provide the employees with a copy of the WCB Form 7 at the same time as it is sent to the Board.

ARTICLE U - MISCELLANEOUS

U.1 Employee Abuse

The Hospital, with the employee's consent, will inform the Union within three (3) days of any employee who has been assaulted while performing her work. Such information shall be submitted in writing to the Union as soon as possible.

- ' The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

U.2 Parking

The Employer will continue its policy of paid parking which is currently on the basis of the following rate:

\$8.62 every two weeks

Prior to any change in this rate to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Union/Employer Committee. In the event the Employer changes the rate, the Union has the right to grieve.

Dated at Brockville this 8th day of February 1999.

BROCKVILLE GENERAL HOSPITAL

ONTARIO NURSES' ASSOCIATION













