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SOURCE	ONA		
Wages EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	78		
NOMBRE D'EMPLOYÉS	80		

COLLECTIVE AGREEMENT

BETWEEN

**GUELPH GENERAL HOSPITAL, GUELPH
(hereinafter referred to as the "Hospital")**

AND

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

Expiry **March 31, 1996**

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APPENDIX 3

SALARY SCHEDULE (FULL-TIME)

The monthly and hourly salary rates shall be as follows:

REGISTERED NURSE

Effective	<u>April 1, 1993</u>		<u>January 1, 1994</u>		<u>January 1, 1995</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2778.75	17.10	2824.25	17.38	2869.75	17.66
1 Year	2925.00	18.00	2970.50	18.28	3016.00	18.56
2 Years	3046.88	18.75	3092.38	19.03	3137.88	19.31
3 Years	3214.25	19.78	3259.75	20.06	3305.25	20.34
4 Years	3380.00	20.80	3425.50	21.08	3471.00	21.36
5 Years	3547.38	21.83	3592.88	22.11	3638.38	22.39
6 Years	3755.38	23.11	3800.88	23.39	3846.38	23.67
7 Years	3963.38	24.39	4008.88	24.67	4054.38	24.95
8 Years	4171.38	25.67	4216.88	25.95	4262.38	26.23
9 Years	4381.00	26.96	4426.50	27.24	4472.00	27.52
	<u>January 1, 1996</u>					
Start	2915.25	17.94				
1 Year	3061.50	18.84				
2 Years	3183.38	19.59				
3 Years	3350.75	20.62				
4 Years	3516.50	21.64				
5 Years	3683.88	22.67				
6 Years	3891.88	23.95				
7 Years	4099.88	25.23				
8 Years	4307.88	26.51				
9 Years	4517.50	27.80				

L2

APPENDIX 3

SALARY SCHEDULE (FULL-TIME)

The monthly and hourly salary rates shall be as follows:

Assistant Head Nurse

Effective	<u>April 1, 1993</u>		<u>January 1, 1994</u>		<u>January 1, 1995</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2842.13	17.49	2934.75	18.06	2980.25	18.34
1 Year	2994.88	18.43	3087.50	19.00	3133.00	19.28
2 Years	3120.20	19.20	3212.63	19.77	3258.13	20.05
3 Years	3289.00	20.24	3318.63	20.81	3427.13	21.09
4 Years	3461.25	21.30	3553.88	21.87	3599.38	22.15
5 Years	3630.25	22.34	3722.86	22.91	3768.38	23.19
6 Years	3843.13	23.65	3935.76	24.22	3981.28	24.50
7 Years	4054.38	24.95	4147.00	25.52	4192.50	25.80
8 Years	4272.13	26.29	4364.75	26.86	4410.25	27.14
9 Years	4485.00	27.60	4580.88	28.19	4628.00	28.47

January 1, 1996

Start	3025.75	18.62
1 Year	3178.50	19.56
2 Years	3303.63	20.33
3 Years	3472.63	21.37
4 Years	3644.88	22.43
5 Years	3813.88	23.47
6 Years	4026.76	24.78
7 Years	4238.00	26.08
8 Years	4455.75	27.42
9 Years	4671.88	28.75

APPENDIX 3

SALARY SCHEDULE (FULL-TIME)

The monthly and hourly salary rates shall be as follows:

GRADUATE NURSE

Effective	<u>April 1, 1993</u>		<u>January 1, 1994</u>		<u>January 1, 1995</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2699.12	16.61	2774.62	16.89	2790.12	17.17
1 Year	2834.00	17.44	2879.50	17.72	2925.00	18.00
2 Years	2954.25	18.18	2999.75	18.46	3045.25	18.74
3 Years	3116.75	19.18	3162.25	19.46	3207.75	19.74
4 Years	3284.12	20.21	3329.62	20.49	3375.12	20.77
5 Years	3445.00	21.20	3490.50	21.48	3536.00	21.76
6 Years	3648.12	22.45	3693.62	22.73	3739.12	23.01
7 Years	3854.50	23.72	3900.00	24.00	3945.50	24.28
8 Years	4056.00	24.96	4101.50	25.24	4147.00	25.52
9 Years	4259.12	26.21	4304.62	26.49	4350.12	26.77
	<u>January 1, 1996</u>					
Start	2835.62	17.45				
1 Year	2970.50	18.28				
2 Years	3090.75	19.02				
3 Years	3253.25	20.02				
4 Years	3420.62	21.05				
5 Years	3581.50	22.04				
6 Years	3784.62	23.29				
7 Years	3991.00	24.56				
8 Years	4192.50	25.80				
9 Years	4395.62	27.05				

APPENDIX 3

SALARY SCHEDULE (PART-TIME)

The monthly and hourly salary rates shall be as follows:

REGISTERED NURSE

Effective	<u>April 1, 1993</u>	<u>January 1, 1994</u>	<u>January 1, 1995</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
Start	17.10	17.38	17.66
1 Year	18.00	18.28	18.56
2 Years	18.75	19.03	19.31
3 Years	19.78	20.06	20.34
4 Years	20.80	21.08	21.36
5 Years	21.83	22.11	22.39
6 Years	23.11	23.39	23.67
7 Years	24.39	24.67	24.95
8 Years	25.67	25.95	26.23
9 Years	26.96	27.24	27.52
	<u>January 1, 1996</u>		
Start	17.94		
1 Year	18.84		
2 Years	19.59		
3 Years	20.62		
4 Years	21.64		
5 Years	22.67		
6 Years	23.95		
7 Years	25.23		
8 Years	26.51		
9 Years	27.80		

APPENDIX 3

SALARY SCHEDULE (PART-TIME)

The monthly and hourly salary rates shall be as follows:

GRADUATE NURSE

Effective	<u>April 1, 1993</u>	<u>January 1, 1994</u>	<u>January 1, 1995</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
Start	16.61	16.89	17 17
1 Year	17.44	17.72	18 00
2 Years	18.18	18.46	18 74
3 Years	19.18	19.46	19 74
4 Years	20.21	20.49	20 17
5 Years	21.20	21.48	21 16
6 Years	22.45	22.73	23 01
7 Years	23.72	24.00	24 18
8 Years	24.96	25.24	25 12
9 Years	26.21	26.49	26 17
	<u>January 1, 1996</u>		
Start	17.45		
1 Year	18.28		
2 Years	19.02		
3 Years	20.02		
4 Years	21.05		
5 Years	22.04		
6 Years	23.29		
7 Years	24.56		
8 Years	25.80		
9 Years	27.05		

APPENDIX 4

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

Clause # Applicable Clause from
Central Award expiring September 30, 1980.

- | | | |
|--------|------|--|
| 5 Note | 8.02 | The Hospital shall remit to the Association addresses, starting salaries and, where possible, work areas of newly employed nurses and the names of nurses who have terminated or who are on leaves of absence. |
| | 8.04 | The Hospital will advise the Association of the addresses of new employees and will forward address changes as they are received by the Hospital. |

Full-Time Only

- | | | |
|-------|-------|--|
| 10.04 | 13.06 | (i) For nurses on staff as of October 23, 1981, seniority will be retained and accumulated: <ul style="list-style-type: none"> (a) during active employment with the Hospital; (b) while absent on paid sick leave; (c) while in receipt of Temporary Workmen's Compensation benefits; (d) while on approved leave of absence. |
|-------|-------|--|

Part-Time Only

- | | | |
|------------|-------|--|
| 15.01 NOTE | 15.07 | Casual part-time nurses shall be entitled to time and one-half (14) for working on a paid holiday as listed in the Appendix 5, Article F-1 to this Collective Agreement. |
|------------|-------|--|

part-Time Only

- | | | |
|--|-------|---|
| | 14.06 | Casual part-time nurses on staff as of October 23, 1981, shall receive vacation pay as follows for work performed during the period of April 1st of the preceding year to March 31st of the current year: |
|--|-------|---|

Less than one year's service 4%
More than one year's service 6%

For the purpose of this clause two hundred (200) paid tours of part-time service shall equal one (1) year of full-time service:

Full-Time Only

16.01 Note 14.02 After two years of service with the Hospital as of March 31st Assistant Head Nurses on staff as of October 23, 1981, shall be entitled to four weeks vacation with pay.

19.09 12.05 The Hospital will recognize for Assistant Head Nurses the successful completion of post graduate training on the following basis:

C.H.A. Course	\$ 15.00 per month
One Year University	\$ 40.00 per month
B. Sc. N.	\$ 80.00 per month
Masters Degree with emphasis on Nursing skills	\$120.00 per month

An educational bonus of \$15.00 will be paid to nurses who have completed a recognized post graduate course of six months or more provided they are employed in a capacity directly utilizing the preparation.

ARTICLE A RECOGNITION

A-1 The Hospital recognizes the Association as the sole bargaining agent for all registered and graduate nurses employed by the Board of Commissioners of the Guelph General Hospital engaged in nursing care save and except Head Nurses and persons above the rank of Head Nurse.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association acknowledges that except as expressly modified by any other article of this Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects, and, without limiting or restricting that function:

- (a) to maintain order, discipline and efficiency;
- (b) to determine the number and location of the Hospital establishments, the services to be rendered, the methods, work procedures, the kinds and locations of instruments and equipment to be used: to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well being of the Hospital patients and the public;
- (c) to make, alter and enforce reasonable rules and regulations to be observed by the nurses;
- (d) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, and discharge nurses, and to assign nurses to shifts and to increase and decrease working forces provided that a claim of discriminatory retirement, classification, promotion, demotion, transfer, lay-off, recall, assignment to shifts, discipline or suspension, or a claim by a nurse that he or she has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.

B-2 These rights shall be exercised in a manner consistent with the provisions of this agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

C-1 There shall be fourteen (14) nurse representatives with at least one (1) from each of the following units:

OPDC
Five Medicine
Mother-Baby Care/Special Care Nursery
Critical Care
Emergency
3 West
3 East
Operating Room
Recovery Room
Family Birthing Unit

At least two (2) of the above will be part-time representatives.

C-2 The grievance committee shall consist of not more than three (3) nurses.

C-3 With reference to Article 6: the negotiating committee shall consist of not more than four (4) nurses, one (1) of whom shall be a part-time nurse.

C-4 The Hospital-Association Committee shall be comprised of three (3) nurses (one (1) of whom may be a part-time nurse) representing the Association and not more than three (3) representatives of the Hospital.

C-5 In the event that a nurse representative is transferred from one area of representation to another area, such nurse shall continue to be recognized by the Hospital as the nurse representative of the area from which transferred for a period of one month, except when appointed to a managerial position.

C-6 The interview of newly hired nurses as required in Article 5.06 will be schedule during the new nurses' orientation period.

ARTICLE D - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

D-1 With reference to Article 11.02, there shall be leaves of absence not exceeding one hundred (100) working days in any one (1) year and not more than four (4) nurses shall be permitted to be absent at any one (1) time. Such four (4) nurses shall be from not less than three (3) nursing units. This includes full-time and Part-Time nurses.

ARTICLE E - HOURS OF WORK - SCHEDULING

- E-1 When a new schedule is approved by the Hospital, work schedules will be allocated based on the nurses seniority.
- E-2 The scheduling of meal periods and relief periods for each nurse shall be determined by her Supervisor.
- E-3 (a) No nurse shall be scheduled to work more than seven (7) consecutive tours. In any pay period at least two (2) consecutive days off must be scheduled; the remaining two (2) days off may be split. In the event that a full-time nurse is scheduled to work more than seven (7) consecutive tours, she shall be paid premium payment in accordance with Article 14.03 for the eighth and subsequent consecutive tours.
- (b) If at least eighty percent (80%) of the nurses on a unit elect in writing, the Hospital will endeavour to schedule the nurses on that unit to work no more than four (4) consecutive night shifts.
- E-4 (a) The Hospital will schedule one (1) weekend off in two (2), but if a nurse is required to work on the second or subsequent weekend, she shall be paid in accordance with Article 14.03 for such second and subsequent weekends worked. This premium shall not apply where by mutual agreement a casual nurse has agreed to work on the weekend.
- (b) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the last shift Friday until the commencement of the first shift Monday unless otherwise mutually agreed.
- The Hospital will endeavour to schedule full-time and Regular Part-Time nurses to be off the Friday evening before their weekend off and not to return to work on the Sunday night of their weekend off.
- E-5 When a nurse changes tours, not less than sixteen (16) hours will be scheduled between tours without consent. Split tours will not be scheduled without consent. In the event that a full-time or regular part-time nurse works with less than sixteen (16) hours between tours, she shall receive premium pay in accordance with Article 14.03 for the first changed tour worked.

L11

E-6 A nurse rotating from nights to another tour shall be scheduled for not less than two (2) consecutive days off except by mutual consent. In the event that a full-time or regular part-time nurse does not receive two (2) consecutive days off as provided for in this Article, she will be paid premium pay in accordance with Article 14.03 for the first tour worked only.

E-7 A nurse will be considered for permanent evening or night tour upon request when a vacancy occurs. A nurse scheduled on a permanent night tour shall receive her weekend on Saturday and Sunday.

E-8 A nurse may request to work:

i) two shifts, either days and evenings or days and nights; or

ii) the afternoon or night shift on a permanent basis.

Such a request will not be unreasonably denied. Conflicts in requests shall be resolved in accordance to seniority.

E-9 (a) pull-Time Only

Where a nurse rotates through all three (3) shifts, the Hospital shall schedule equal time on the day tour as on the other two (2) tours combined.

E-9 (b) part-Time Only

The Hospital shall endeavour to schedule equal time on the day tour as on the other two (2) tours combined for nurses who normally rotate. A nurse other than a Casual nurse may not be required to change tours of duty more than once during a work week unless mutually agreed.

E-10 These scheduling regulations and penalties may be waived between December 15th and January 15th, so that all nurses will receive a minimum of five (5) consecutive days off at either Christmas (December 24th, 25th and 26th) or New Year's (December 31st, January 1st, and 2nd) unless mutually agreed upon. The Hospital shall advise each nurse of these days six (6) weeks in advance. In the event that a nurse does not receive five (5) consecutive days off except by mutual agreement as agreed above, she shall be paid premium pay in accordance with Article 14.03 for the first tour so affected only.

The Hospital shall post on October 1st of each year, a list requesting the preference for Christmas and New Year's time off for each nurse as well as the preference of each nurse for the shift she wishes to work on either holiday period. Seniority shall be the deciding factor for shifts worked over the holiday period.

E-11

- (a) Tour schedules and days off will be posted six (6) weeks in advance and cover a four (4) week period.
- (b) Requests for change in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange tours of duty. It is understood that such change initiated by a nurse shall not result in premium payment, to any nurse, by the Hospital. Such exchange must be approved by the Hospital and such approval shall not be unreasonably withheld.
- (c) A nurse may request a specific day(s) off, provided such request is in writing to the immediate supervisor two (2) weeks in advance of the posting of the schedule. Approval of such request shall not be unreasonably withheld.
- (d) The Hospital will ensure that once the schedule has been posted, and nurses are replacing their own requested time off, as per practice, they replace themselves in accordance with the Collective Agreement Part-Time Article E-15 (b).
- (e) Part-time Only

Nurses will make their availability known through the system developed. Once the nurse has signed up her availability she shall endeavour to be responsible for the shift. Notification of the assignment of a nonscheduled tour must be personally confirmed by the nurse. The nurse shall endeavour to be responsible for updating her availability one (1) hour prior to the beginning of the day shift and four (4) hours prior to the evening and night shifts, except in extenuating circumstances.

E-12

When it is necessary to close an area, and if nurses are being transferred elsewhere in the Hospital, an effort will be made to match the new rotation with the existing one for each nurse; but scheduling will remain a right of the Hospital.

L13

E-13

- (a) Extended Tours and Hybrid Schedules (combination of 7.5 Hours and 11.25 Hours Tours) shall be introduced into any unit when:
- i) Fifty-one percent (51%) of the nurses 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.
 - iii) The secret ballot referred to in E-13 (a) (i) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.
 - iv) Extended tours introduced on any unit must continue for a minimum of six (6) months before another vote is taken.
- (b) Extended Tours and Hybrid Schedules (combination of 7.5 Hours and 11.25 Hours Tours) may be discontinued in any unit when:
- i) Fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; or
 - ii) The Hospital because of,
 - (a) adverse effect on patient care, or
 - (b) inability to provide a workable staffing schedule,
 - (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.
- (c) 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 (extended tours) will be discontinued, affected nurses shall be given

L14

sixty **(60)** days notice before the schedules are **so** amended.

- (d)** The Employer shall pay the nurse working extended tours on a paid holiday for actual hours worked on the holiday in accordance with Article **15.05** of the full-time Collective Agreement and **F-3** shall not apply for those working extended tours on the paid holiday.
- (e)** A nurse shall not be required to work more than three **(3)** consecutive days without days off. If a nurse is required to work more than three **(3)** consecutive days, the Hospital will pay the nurse premium payment in accordance with Article **14.03** of the Collective Agreement, for every consecutive day worked following the third **(3rd)** consecutive day worked.
- (f)** There shall be a minimum of twelve **(12)** hours scheduled off between tours of duty. Should the nurse work with less than twelve **(12)** hours between tours, the nurse shall be paid premium payment in accordance with Clause **14.03** of the Collective Agreement for the entire tour worked.

NOTE: For the purpose of Article **E-13**, Four West - Maternal Newborn Care and Labour and Delivery are to be considered separate units.

E-14

Standby

- (a)** There shall be equal distribution of standby duty with the option to exchange.
- (b)** The Hospital will schedule such that no nurse will be required to undertake standby duty on her scheduled day off.
- (c)** The Hospital will endeavour to schedule standby **so** that **a** nurse shall not be required to standby more frequently than one **(1)** week out of every five **(5)** weeks.
- (d)** The Hospital shall schedule such that no nurse shall be required to undertaken standby for longer than sixteen **(16)** consecutive hours or eight **(8)** consecutive hours where the nurse is scheduled to work immediately prior or subsequent to the standby period.

E-15 Regular Part-Time Only

A regular part-time nurse is normally scheduled to work a minimum of ten (10) tours in a four (4) week rotation.

E-16 Lieu Time

Time off taken in lieu of overtime, as provided for in Article 14.09 of the full-time Collective Agreement, shall be scheduled at a mutually agreeable time within forty-five (45) calendar days from the overtime period.

Where more than one (1) nurse requests the time off, seniority shall be the deciding factor.

E-17 Hours of Work - part-time Only

(a) All additional "predictable" time shall be pre-scheduled to the regular part-time nurses on an equitable basis ie: vacation, long term sick time, regular part-time maternity leaves of absences, where it does not result in premium payment. Casuals will be pre-booked to fill any tours in the master rotation that would otherwise have resulted in premium payment for a regular part-time nurse.

(b) All additional non-scheduled tours that become available after the schedule is posted, where it does not result in premium payment, shall be offered to the regular part-time and casual nurses on an equitable and rotating basis, where they have made their availability known, commencing with the most senior nurse.

ARTICLE F - PAID HOLIDAYS

F-1 With reference to Article 15.01 the following shall be recognized as paid holidays:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2nd Monday in November
Victoria Day	Christmas Day
Canada Day (July 1st.)	Boxing Day

F-2 In the event that a new statutory holiday is proclaimed by legislation, the 2nd Monday in February holiday shall be replaced by the new Statutory holiday.

F-3 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of

the hours worked fall within the holiday, shall be deemed to be worked on the holiday for the full period of the tour.

- F-4 Where a nurse is scheduled to work on a weekend prior to any paid Holiday, as designated above, which falls on a Monday, she shall be scheduled off on the Holiday.

Where a nurse is scheduled off on a weekend prior to any paid Holiday, as designated above, which falls on a Monday she shall be scheduled off on the Holiday.

F-5 Full-time Only

With reference to Article 15, lieu days off shall be taken on a day arranged between the nurse and the Hospital within thirty (30) calendar days of the date on which the holiday was observed. Such days off shall be scheduled where possible with a weekend off or at some other time by mutual agreement of the nurse and the Hospital.

ARTICLE G - VACATIONS

- G-1 With reference to Article 16: for the purpose of calculating vacations and eligibility, the fiscal year shall be from April 1st in any year to March 31st in the following year.
- G-2 Every effort will be made to grant vacation entitlement on successive weeks; however, it is agreed and understood that where the level of patient care may be adversely affected, it may not be possible to grant the fourth week consecutively.
- G-3 A nurse may request vacation as a single day or combination of days for any days(s) of the week. Such requests shall not be unreasonably denied, it being understood that the nurse must submit such request in writing to her immediate supervisor two (2) weeks in advance of the posting of the schedule.
- G-4 Vacations will be scheduled at such time of the year as is found most suitable considering the wishes of both the nurses and the Hospital. However, they will be scheduled in such a manner as to provide a fair distribution of the number of people who are absent due to vacations. In special circumstances vacations may be scheduled over Christmas week. Employees with the greater length of service with the Hospital will have first choice of dates

provided that they indicate their preference before April 1st. Vacation schedules shall be posted by May 1st annually.

G-5 The Hospital shall provide one weekend off and shall endeavour to provide two weekends off in conjunction with any vacation period of at least five (5) days.

G-6 Vacations will normally be taken in the period April 1st to March 31st.

G-7 (a) Full-time Only

At the written request of the nurse, at least ten (10) days in advance, vacation pay will be paid to the nurse on the pay date immediately preceding her vacation.

(b) Part-time Only

Part-time nurses will receive their vacation pay in one lump sum during the month of May. Such pay will be on a separate cheque issued on the last pay day in May. On request, part-time nurses may defer their lump sum vacation pay to a later date but no later than the first pay period that they return to work

ARTICLE H - GENERAL

H-1 Nurses will be paid bi-weekly.

H-2 The Hospital shall supply the Association, and post, an up-to-date copy of the seniority lists by June 15th and December 15th of each year.

H-3 The Hospital shall provide four (4) bulletin boards for the use of the Association in posting notices of the Association to its members and other general information pertaining to Nursing. Notices of meetings, ONA notices can be posted in conference rooms in each unit. Such notices must have the approval of the Executive Director or his appointee and be signed by the President of the Association before posting. Approval will not be unreasonably withheld.

H-4 In accordance with Article 11.11 (c) the number of nurses who may be absent at any one time shall be not more than one per unit.

H-5 The Employer shall reimburse the nurse within three (3) working days for any errors or omissions caused by the

Employer on her paycheque when the amount exceeds one (1) tour or more.

- H-6 The Employer shall provide each terminating employee with a letter stating her total hours worked and area of work.

ARTICLE I - OB SHARING

Pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply:

- I-1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.

- I-2 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 Head Nurse of the unit.

- I-3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.

- I-4 Each job sharer may exchange shifts with her partner. She may exchange with other nurses only on scheduled tours off for the full time line.

- I-5 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.

I-6 Coverage

- (a) 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. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and this would not result in premium payment.

(b) 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 exceeding thirty (30) days, the partner has the option of covering all of the absent partners shifts for the duration of the absence. If the nurse is unable to cover the entire leave of absence she must inform her manager of her intentions to cover all of her absent partners shifts at least two (2) weeks prior to the posting of each schedule. If the nurse cannot cover for her partner, the vacancy will be offered to the most senior regular part-time or casual nurse. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

I-7

Implementation

- (a) 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 Agreements.
- (b) Any incumbent full-time nurse wishing to share the 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.
- (c) 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.

I-8

Discontinuation

Either party may discontinue an individual job-sharing arrangement with ninety (90) calendar 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 J - HEALTH AND SAFETY

- J-1 The Hospital will investigate and reimburse the nurse when there has been damage to personal property as a direct result from injury or assault in relation to providing direct patient care.

- J-2 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on LTD by the 15th of each month.

- J-3 Prior to any nurse returning to work on a modified/light/alternate work program, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and members of the local executive to discuss and implement a back to work program for the nurse.

- J-4 The Employer agrees to supply the Union with a copy of the Workers' Compensation Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at least twenty-four (24) hours prior to it being sent to the Board. The Union shall be given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.

Signed at _____, Ontario this 4th day of May, 1995.

FOR THE HOSPITAL

Sheri Ferguson
Lynne Melnyk

FOR THE UNION

[Signature]
[Signature]

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LETTER OF UNDERSTANDING

Between

ONTARIO NURSES' ASSOCIATION

- and -

GUELPH GENERAL HOSPITAL

The parties agree, that for the term of this Collective Agreement, to reopen discussions on Union proposals for four hour tours if the use of four hour tours is expanded.

Signed at Hamilton, Ontario this 4th day of May, 1995.

FOR THE HOSPITAL

Sheri Ferguson

Dyrene Malpas

FOR THE UNION

Janet

Shelley

