COLLECTIVE AGREEMENT

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BETWEEN

STRATFORD GENERAL HOSPITAL (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

SCHEDULE "A" WAGE RATES

Level Service for the Hospital under this clause Effective April 1, 1993

	REGISTERED	NURSE	GRADUATE 1	NURSE
	MONTHLY	HOURLY	MONTHLY	HOURLY
Start After 1 Y1 After 2 Y1 After 3 Y1 After 4 Y1 After 5 Y1 After 6 Y1 After 7 Y1 After 8 Y1 After 9 Y1	3046.88 3214.25 3380.00 3547.38 3755.38 3963.38 3963.38	17.10 18.00 18.75 19.78 20.80 21.83 23.11 24.39 25.67 26.96	2693.88 2827.73 2937.78 3091.46 3245.13 3396.61 3588.47 3782.15 3980.66 4180.70	24.50
Effective	January 1, 1994			
	2970.50 3092.38 3259.75 3425.50 3592.88 3800.88 4008.88 4216.88	17.38 18.28 19.03 20.06 21.08 22.11 23.39 24.67 25.95	2737.99 2871.71 2981.65 3135.22 3288.81 3440.17 3631.95 3825.57 4024.08 4224.12	16.85 17.67 18.35 19.29 20.24 21.17 22.35 23.54 24.76 25.99
Effective	January 1, 1995			
	3016.00 3137.88 3305.25 3471.00 3638.38 3846.38 3846.38 4054.38 4262.38	18.56 19.31 20.34 21.36 22.39 23.67 24.95 26.23	2782.10 2915.70 3025.52 3178.99 3332.50 3483.74 3675.42 3868.99 4067.50 4267.54	17.12 17.94 18.62 19.56 20.51 21.44 22.62 23.81 25.03 26.26

Effective January 1, 1996

	REGISTERE	D NURSE	GRADUATE	NURSE
	MONTHLY	HOURLY	MONTHLY	HOURLY
START After 1 Yr. After 2 Yrs. After 3 Yrs. After 4 Yrs. After 5 Yrs. After 6 Yrs. After 7 Yrs. After 8 Yrs. After 9 Yrs.	2915.25 3061.50 3183.38 3350.75 3516.50 3683.88 3891.88 4099.88 4307.88 4517.50	17.94 18.84 19.59 20.62 21.64 22.67 23.95 25.23 26.51 27.80	2826.91 2959.69 3069.39 3222.75 3376.18 3527.30 3718.90 3912.41 4110.92 4310.96	17.39 18.21 18.89 19.83 20.78 21.71 22.89 24.08 25.30 26.53

<u>Float Nurse R.N.</u>
Nurses designated as Float Nurses will receive an additional \$.38 per hour for each hour worked

BONUS FOR SPECIAL QUALIFICATIONS (If special educational qualifications are being utilized)

C.H.A. Nursing Administration Course	00
Baccalaureate Degree *	00
Masters' Degree Individual Consideration	on

APPENDIX 4

SUPERIOR CONDITIONS

ARBITRATION AWARD DATED 1981 10 23

The Employer will forward the money so deducted to the Association not later than the thirtieth day of the month in which the deduction was made, accompanied by a list of names and social insurance numbers of all nurses from whose wages the deductions have been made. In addition, the Hospital will include a list of employees on leave of absence with a duration of one (1) month or more. A nurse's social insurance number will not be given by the Employer without the written consent of that person.

Note: For nurses on staff as of 1981 10 23 until termination of full time service

- SC-2(a) A nurse's seniority shall be retained and shall continue
 to accumulate during periods of:
 - i) absence from the Employer's service due to personal leave of absence granted by the Employer, maximum limit of three (3) months.
 - ii) a layoff having a duration of less than three (3) months.
 - iii) absence from the Employer's service for less than three (3) months due to illness attested to by a physician's certificate.

Note: For full time nurses hired after 1981 10 23 refer to Article 10.04 of the Central Document.

APPENDIX 5

LOCAL ISSUES

STRATFORD GENERAL HOSPITAL

(Hereinafter called the "Hospital")

AND

ONTARIO NURSES' ASSOCIATION

(FULL TIME NURSES)

(Hereinafter called the "Association")

Expiry Date

March 31, 1996

ARTICLE L-1 - RECOGNITION

- L-1.01 The Hospital recognizes the Association as the sole bargaining agent of all Registered and Graduate Nurses employed by Stratford General Hospital at Stratford, employed in a nursing or teaching capacity: save and except Head Nurses, persons above the rank of Head Nurse and persons regularly employed for not more than 24 hours per week.
- L-1.02 Where the term "Head Nurse" appears in the Agreement, it shall be deemed to read "Nurse Manager".

ARTICLE L-2 - MANAGEMENT RIGHTS

- L-2.01 The Association **recognizes** that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
 - (a) Maintain order, discipline and efficiency:

- (b) hire, assign, retire, direct, promote, demote, classify, transfer, layoff, recall and discipline, suspend or discharge, provided that a claim of discipline, suspension, or discharge without just cause may be the subject of a grievance and dealt with as hereinafter provided:
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- L-2.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE L-3 - ASSOCIATION SECURITY (Refer to Article 5 Central)

- **L-3.01** In accordance with **5.06** of the Central Document, the interview shall take place during the orientation period.
- L-3.02 Three bulletin boards for the display of authorized matter will be located in the Hospital in a location designated by the Employer; outside of the locker room, General Hospital 1; outside of the cafeteria, 1; outside locker room C.C.R.U. 1.
- L-3.03 The Association agrees that no pamphlets, handbills or other publications will be distributed by its officers or members on the premises of the Hospital without prior written approval of the management, save and except sanctioned **ONA** meetings or events.

- ARTICLE L-4 ASSOCIATION REPRESENTATION (Refer to Article 6 Central)
- L-4.01 (a) In accordance with 6.01(b) and 6.01(c) of the Central Document, there shall be a Grievance Committee of three nurses provided that not more than one nurse shall be from the same nursing unit.
 - (b) Any mail or notice from one party to the other concerning a grievance or grievance meeting shall be sent by prepaid registered mail or hand delivered to the designated person. If hand delivered, the deliverer shall obtain a signed receipt from the recipient.
- L-4.02 In accordance with 6.01 (a) and 6.01 (c) of the Central Agreement the Association may elect or appoint nine (9) Nurse Representatives. The Association shall notify the Employer of the names of the Nurse Representatives and the areas they represent.
- L-4.03 In accordance with Article 6.03 of the Central Document, the Negotiating Committee will consist of the Local President or designate, the Local First Vice-President or designate, one full-time nurse representative and one part-time nurse representative.
- L-4.04 In accordance with Article 6.02(a) of the Central Document, there shall be a Hospital Association Committee consisting of Management of the Hospital and three Association members. Each party will endeavour to have experienced and representative personnel on the Committee. The number of hospital representatives on the Committee shall not exceed the number of Association members and each party may have alternates to replace a member from time to time.
- L-4.05 (a) In accordance with Article 6.04 of the Central Document, the Local Executive shall appoint two (2) nurse representatives to the Joint Occupational Health and Safety Committee, one from the full-time bargaining unit and one from the part-time bargaining unit.
 - (b) In accordance with Article 1.1 of the Guidelines for the Structure of the Joint Occupational Health and Safety Committee, the Local Executive shall submit the name of an alternate to the Committee.

L-4.06 The Employer shall **recognize** one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act.

ARTICLE L-5 - LENGTH OF SERVICE (refer to Article 10 Central)

L-5.01 In accordance with Article 10.02 of the Central Document, a copy of the current seniority list will be posted annually in March.

ARTICLE **L-6** - WAGES (refer to Article **19** Central)

L-6.01 The Employer agrees that wages shall be paid every second Friday. Where the second Friday falls on a designated holiday, pay day will be either the previous or the following regular work day, not including Saturdays or Sundays, at the discretion of the Employer.

The system of payment will be a direct deposit service by which an employee's wages will be directly deposited into his personal deposit account on a confidential basis.

In conjunction with the direct deposit system, the Hospital shall provide to each employee a pay statement on which there will be year to date information for Hospital pension, income tax, Canada Pension, Unemployment Premiums, as well as information relating to the gross and net earnings calculation of the pay period in question.

ARTICLE L-7 - RETIREMENT AGE AND PHYSICALLY HANDICAPPED (refer to Article 19.08 Central)

L-7.01 Normal retirement shall be **65** years for nurses. Upon notifying the. Association, the Employer may, however, continue to employ on a month to month basis any nurse who has attained retirement age.

ARTICLE L-8 HOURS OF WORK (refer to Article 13 and 14 Central)

L-8.01 Should a nurse be recalled to duty during a meal time, additional time may be provided later in the shift and a refund of money against her abandoned meal will be refunded upon presentation of a chit signed by the nurse and head nurse or **co-ordinator** for same.

- L-8.02 In accordance with Article 13.01(b) of the Central Document, each nurse shall be entitled to two fifteen minute relief periods at a time specified by the Head Nurse. These two relief periods may be taken as one thirty minute relief period if agreed to by the Head Nurse.
- L-8.03 When, for a reason within the control of the Hospital, a nurse is required to work on her day off with less than forty-eight (48) hours' notice, she shall be compensated as set out in Article 14.03 of the Central Document and she shall be granted another day off without pay.
- L-8.04 Two consecutive days off shall be scheduled in a two week period and the remaining two days may be split.
- L-8.05 Not more than seven consecutive days of work shall be scheduled without at least two consecutive days off. If more than seven consecutive days are worked without two consecutive days off, the nurse shall be paid at the rate of time and one half of her basic straight time rate of pay for all days worked in excess of seven consecutive days until such time as two consecutive days off are granted. No overtime premium shall be paid for work in excess of seven consecutive days if the work was occasioned by the nurse making up time for absence granted for personal reasons (see 14.02 and 14.03 of the Central Document).
- L-8.06 (a) Schedules will be posted three weeks in advance.
 - (b) A nurse shall not be required to make more than one change in her regular shift in a work week except in an emergency.
- L-8.07 Except where it is impossible, requests for change in posted time schedules must be submitted in writing 24 hours prior to the desired change and co-signed by the nurse willing to exchange days off or shifts (see 14.02 of the Central 'Document).
- L-8.08 A period equivalent to sixteen (16) hours off shall be scheduled between a change of shifts. A period of forty-eight (48) hours off will be scheduled after working the night shift unless otherwise agreed to in writing by the nurse. If less time is scheduled off without the consent of the nurse she shall receive time and one half for the first shift worked. No overtime premium will be paid if less time off was occasioned by the nurse making up time

for absence granted for personal reasons, or as set out in Article 14.02.

- L-8.09 (a) A nurse will receive premium pay as defined in the Central Agreement for all hours worked on a second consecutive and subsequent weekend save and except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse: or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as a result of an exchange of shifts with another nurse.
 - (b) It is understood that a weekend consists of fiftysix (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

L-8.10 Shift Rotation

Where there is a two (2) shift schedule in operation, the Employer will endeavour to provide fifty per cent (50%) of time on the day tour unless mutually agreed otherwise.

L-8.11 Extended Tours

Introduction and discontinuation of a compressed work week (extended tour)

- (1) A compressed work week shall be introduced into any unit when:
 - i) eighty per cent (80%) 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 unreasonably arbitrary manner.
- (2) A compressed work week may be discontinued in any unit when:
 - i) fifty per cent (50%) of the nurses 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,
 - (c) the cost of staffing utilizing extended tours being appreciably greater than staffing utilizing a 7.5 hour tour rotation.

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 nurses shall be given sixty (60) days notice before the schedules are so amended.
- **L-8.12** Hours of work for those working extended tours shall be scheduled in accordance with the following:
 - (a) The hours of work and meal breaks are set out in Article 13 of the Central Agreement.
 - (b) No more than three (3) consecutive tours will be scheduled. If more than three consecutive tours are scheduled or worked the nurse shall be paid premium pay for all days in excess of three consecutive days until such time as two consecutive days off are granted.
 - (c) No more than eight (8) tours will be scheduled in any two (2) week period. If more than eight tours are scheduled premium pay will be paid for all tours in excess of eight (8) tours (75 hours).
 - (d) Every second weekend off. A nurse will receive premium pay for all hours worked on a second consecutive and subsequent weekend.

- (e) It is understood that a weekend consists of **fifty**-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- L-8.13 Nurses hired to rotate shifts shall not be required to work a permanent shift (evenings or nights) without their consent.
- L-8.14 In accordance with Article 14.14 of the Central Document, weekend premium shall be paid for each hour worked between 2400 hours Friday and 2400 hours Sunday.
- L-8.15 In accordance with Article 14.09 of the Central Document the evening shift shall be defined as 1500 hours to 2300 hours and the night shift shall be defined as 2300 hours to 0700 hours.

ARTICLE - 9 - DESIGNATED HOLIDAYS (refer to Article 15 Central)

- L-9.01 In accordance with Article 15.01 of the Central Document, the following shall be recognized as paid holidays: New Year's Day (January 1), Good Friday, Victoria Day, Canada Day (July I), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (November 11), Christmas Day (December 25), Boxing Day (December 26) and the second Monday in February (Heritage Day if so proclaimed) and Easter Monday.
- L-9.02 In accordance with Article 15.05 and 15.06 of the Central Document, a lieu day is to be granted within forty-five (45) days of the date on which the holiday was observed, and to be taken on a day arranged between the nurse and the Employer.
- L-9.03 A nurse entitled to a day as provided for in Article 15.04 (a) and (b) of the Central Document shall have such day scheduled at a mutually agreeable time.
- L-9.04 Where a regular shift commences the night prior to a designated holiday and continues into the holiday, or where a regular shift commences on a designated holiday and continues into the next day, the employee shall be paid for work performed as follows:
 - i) Where the majority of hours worked falls within the holiday, all hours worked in the shift shall be for payment purposes, considered to be the holiday;

- ii) Where the majority of hours worked falls outside the holiday, all hours worked in the shift shall be paid for at straight time rates.
- L-9.05 (a) All nurses shall be scheduled off at least five (5) consecutive days at either Christmas or New Year's. Christmas time to be defined as including Christmas Eve Day from 15:30 hours on, Christmas Day and Boxing Day, New Year's time to be defined as New Year's Eve Day from 15:30 hours on, and New Year's In order to achieve this time-off Association waives the scheduling requirements of Article L-8.05 during the period 15 December to 15 January. The provisions of this clause shall not apply to any nurse employed within the Operating Room, Recovery Room, Day Surgery, Endoscopy, Pre-Admit Clinic, Medical Imaging, Psychiatric Day Care, and Surgical Ambulatory Clinic, who is not required to work on Christmas Day, Boxing Day or New Year's Day.
 - (b) The Employer will use its best endeavour to schedule every other weekend off from December 15 to January 15 inclusive, and in no case will a nurse be scheduled to work more than two (2) weekends out of four (4).
 - (c) The Employer will use its best endeavour to schedule three (3) consecutive days for nurses working extended tours, but in no case will a nurse be scheduled more than four (4) consecutive days.
 - (d) It is understood and agreed that no nurse will be scheduled in such a way as to be disadvantaged by both 9.05 (b) and (c).

ARTICLE L-10 - VACATIONS WITH PAY (Refer to Article 16 Central)

L-10.01 Vacations will be scheduled at times mutually convenient to the Hospital and the nurse. Up to and including 31 March in the year in which the vacation is scheduled, nurses shall be given preference as to the selection of their vacations on the basis of their seniority. Subsequent to 31 March, nurse's request shall be granted on a first come first served basis. Vacation time will be allotted between the months of May and September inclusive, if possible, and must be taken before 31 December, in the same year unless some other time is

COLLECTIVE AGREEMENT

Between:

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

And:

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

Expiry Date: March 31, 1996

STRAT01.C96

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Dated at Stratford Ontario, this 15th day of November, 19

FOR THE EMPLOYER

FOR THE ASSOCIATION

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EMPLOYER'S ANSWER/RÉPONSE DE L'EMPLOYEUR

mutually arranged between the individual nurse and the Employer prior to **30** September.

L-10.02 Vacation schedules shall be posted by 1 May of each year and shall not be changed unless mutually agreed to by the nurse and the Employer.

ARTICLE L-11 - SICK LEAVE (Refer to Article 12 Central)

- L-11.01 Nurses claiming sick benefits will observe the following procedure:
 - (a) Where the illness or accident takes place at times other than the nurse's normal working hours she will notify the Nurse Manager/Charge Nurse on the unit as soon as possible and in any case not later than the time at which she would normally be required to report for duty.
 - (b) A nurse taking ill or suffering an accident during working hours will notify her Head Nurse before she leaves her duties.
- L-11.02 A nurse returning to work after absence due to a short illness or leave of absence (maximum five working days) must report her intention of returning to duty a minimum of twelve hours prior to commencement of her first shift, and wherever possible, that notification will be on the day shift. In cases of extended illnesses or leaves of absence of definite duration, a minimum of, forty-eight hours' notice must be given regarding her intention to return to duty.

ARTICLE L-12 - LEAVE OF ABSENCE (refer to Article 10.04 and 11 Central)

L-12.01 In accordance with Article 11.02 of the Central Document, the Hospital agrees to grant leaves of. absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee Meetings, provided that the Hospital receives at least three (3) week's notice and provided the number of nurses does not exceed one (1) from any unit and a total of three (3) at any one time, for up to a combined maximum total of fifty (50) working days in the calendar year.

L-12.02 PRE-PAID LEAVE PLAN (refer to Article 11.11 Central)

The maximum number of full-time nurses who may be absent at one time under the Prepaid Leave Plan shall be six (6).

ARTICLE L-13 - NOTICE

L-13.01 Except where otherwise provided, any notice which either party desires to give to the other shall be given by prepaid registered mail as follows:

To the Employer:

The Executive Director Stratford General Hospital Stratford, Ontario, N5A 2Y6

To the Association:

The Secretary Ontario Nurses' Association Secretary's Home Address

L-13.02 Any such communications given under this Agreement shall be deemed given and received as of the third (3rd) business day following the date of mailing.

ARTICLE L-14 - MISCELLANEOUS

- L-14.01 The Hospital will provide two (2) beepers to the Operating Room Nurses. The transfer of beepers between staff shall be arranged by the staff.
- L-14.02 (a) Nurses working in the Operating Room who are called back to work in accordance with Article 14.06 of the Central Agreement, shall have the option of electing payment or equivalent time off as outlined in Article 14.09 of the Central Agreement.
 - (b) (i) In accordance with Article 14.09 of the Central Agreement, nurses working in the Operating Room shall not have more than seventy-five (75) hours of unused lieu time in their overtime bank at any one time.
 - (ii) Nurses working in other areas of the Hospital shall not have more than thirty-seven and **one-**

half (37 1/2) hours of lieu time in their overtime bank at any one time.

ARTICLE L-15 - WORKERS COMPENSATION

- L-15.01 (a) The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on LTD monthly.
 - (b) 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 negotiate a back to work program for the nurse.
 - (c) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
- The Hospital will reimburse the nurse for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, or personal clothing, as a result of being assaulted while performing her work.

ARTICLE L-16 - JOB SHARING

- **L-16.01** Recognizing that some employees desire a more flexible working arrangement, it is the parties' objective to ensure that two employees job sharing one full-time rotation should not receive any benefits which would be superior individually or cumulatively, to that which the full-time employee would receive.
- **L-16.02** Job sharers will be treated as regular part-time employees for all 'purposes, with the exception of scheduling.
- L-16.03 The total number of positions allowed to job share will be a maximum of 35 full-time equivalents. Individuals who are presently working full-time and wish to make application to job share should do so in writing to the Director of Nursing and the Director of Human Resources.
- **L-16.04** (a) Where such job sharing application is acceptable to the Director of Patient Care Services, the

applicant's portion of the position will not be posted but the remainder of the original position shall be posted as per the Central Part-time Collective Agreement.

- (b) If more nurses in an area make application to job share in that area than is acceptable to the Director of Patient Care Services, the decision of which job(s) is (are) to be shared shall be based upon seniority.
- L-16.05 The selection process for applicants to the posted position shall be in accordance with the Central Parttime Collective Agreement.
- L-16.06 (a) If one of the job sharers terminates her position or transfers to a different position, posting of such vacancy will be as per the Central Part-time Collective Agreement. Should a nurse in a job sharing position desire a full-time position, she must make application for a full-time position as per the Central Full-time Agreement.
 - (b) If a full-time position which is job shared reverts to a non-shared full-time position, then the job sharing nurse, if she wishes the full-time position, must make application for that full-time position as per the Central Full-time Agreement unless she was the incumbent of that original fulltime position, in which case, she will receive the position and it shall not be posted.
- **L-16.07** Posted schedules for job sharing will be identical to the rotation for the full-time nurses they replace.
- L-16.08 Job sharers will have the option of determining between themselves, which portion of the rotation they will work: however, this determination must be made before the schedule is posted. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must conform with the Department of Nursing policy and the appropriate documentation completed.
- **L-16.09** The Hospital may discontinue job sharing with **60** calendar days' notice to the job sharing employees.

- **L-16.10** Job sharers shall have the option of exchanging shifts with other full-time or regular part-time nurses in accordance with the established Department of Nursing policy.
- L-16.11 Each job sharer is responsible for replacing her partner for an absence of less than 60 Calendar days. However, it is recognized that it may not always be possible in the case of short notice leave for illness or bereavement. In such cases, a job sharer will be called and will endeavour to replace her partner: however, the job sharer will have the option of declining such short notice calls.
- L-16.12 Job sharers are covered by the part-time Collective Agreement and the scheduling aspects of the full-time Collective Agreement.

LETTER OF UNDERSTANDING

Between:

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

And:

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

Reference: LEAVE FOR ASSOCIATION BUSINESS

In the event that the President and another member of the Executive are working on one unit, the Employer will give every consideration to granting both off at the same time for Association business if requested.

Signed at Stratford, Ontario, this 15/2 day of Stratford, 1995

FOR THE HOSPITAL FOR THE ASSOCIATION

Employment Relations Officer

Many Budhaya

Adams Alama

Andrew

Manday Harrier

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the 5th day of community, 1995.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Employment Relations Officer

Mari Budha

Justick Cacker

COLLECTIVE AGREEMENT

BETWEEN

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

- and **-**

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

EXPIRY: March 31, 1996

Appendix 3

SCHEDULE "A" WAGE RATES

Level Service for the Hospital under this clause

Registered Nurse

Hourly	7					
_		April 1	January 1	January 1	January 1	1
		1993	1994	1995	1996	
Start		17.10	17.38	17.66	17.94	
After	1500	18.00	18.28	18.56	18.84	
After	3000	18.75	19.03	19.31	19.59	
After	4500	19.78	20.06	20.34	20.62	
After	6000	20.80	21.08	21.36	21.64	
After	7500	21.83	22.11	22.39	22.67	
After	9000	23.11	23.39	23.67	23.95	
After	10500	24.39	24.67	24.95	25.23	
After	12000	25.67	25.95	26.23	26.51	
After	13500	26.96	27.24	27.52	27.80	

Graduate Nurse

Hourly

		April 1 1993	January 1 1994	January 1 1995	January 1 1996
Start		16.58	16.85	17.12	17.39
After	1500	17.40	17.67	17.94	18.21
After	3000	18.08	18.35	18.62	18.89
After	4500	19.02	19.29	19.56	19.83
After	6000	19.97	20.24	20.51	20.78
After	7500	20.90	21.17	21.44	21.71
After	9000	22.08	22.35	22.62	22.89
After	10500	23.27	23.54	23.81	24.08
After	12000	24.50	24.76	25.03	25.30
After	13500	25.73	25.99	26.26	26.53

Float Nurse R.N.

Nurses designated as Float Nurses will receive an additional

\$.38 per hour for each hour worked

BONUSES FOR SPECIAL QUALIFICATIONS (If special educational qualifications are being **utilized**)

C.H.A. Nursing Administration Course	.\$0.6 9
Six month Post-Graduate Course	. \$0.69
University Diploma (at least one Year)	\$1.8 5
Baccalaureate Degree	. \$3.69
Masters' Degree Individual Consid	eration

Note: In accordance with 18.01(c) paragraph 2, it is understood and agreed that the part time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 14% in lieu of fringe benefits. The 14% will not be included for the purpose of computing any premium or overtime payments.

APPENDIX 4

SUPERIOR CONDITIONS

ARBITRATION AWARD DATED 1981 10 23

The Employer will forward the money so deducted to the Association not later than the thirtieth day of the month in which the deduction was made, accompanied by a list of names and social insurance numbers of all nurses from whose wages the deductions have been made. In addition, the Hospital will include a list of employees on leave of absence with a duration of one (1) month or more. A nurse's social insurance number will not be given by the Employer without the written consent of that person.

Note: For nurses on staff as of 1981 10 23 until termination of full-time service.

- SC-2(a) A nurse's seniority shall be retained and shall continue
 to accumulate during periods of:
 - i) absence from the Employer's service due to personal leave of absence granted by the Employer, maximum limit of three (3) months.
 - ii) a layoff having a duration of less than three (3) months.
 - iii) absence from the Employer's service for less than three (3) months due to illness attested to by a physician's certificate.

Note: For full-time nurses hired after 1981 10 23 refer to Article 10.04 of the Central Document.

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APPENDIX 5

LOCAL ISSUES

STRATFORD GENERAL HOSPITAL

(Hereinafter called the "Hospital")

AND

ONTARIO NURSES' ASSOCIATION

(PART TIME NURSES)

(Hereinafter call the "Association")

Expiry date: March 31, 1996

ARTICLE L-1 - RECOGNITION

- L-1.01 The Hospital recognizes the Association as the sole bargaining agent of all Registered and Graduate Nurses employed by Stratford General Hospital at Stratford, Ontario, employed in a nursing or teaching capacity; and regularly employed for not more than 24 hours per week, save and except Head Nurses and persons above the rank of Head Nurse.
- L-1.02 Where the term "Head Nurse" appears in the Agreement, it shall be deemed to read "Nurse Manager".

ARTICLE L-2 - MANAGEMENT RIGHTS

- L-2.01 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the employer to:
 - (a) Maintain order, discipline and efficiency;

- (b) hire, assign, retire, direct, promote, demote, classify, transfer, layoff, recall and discipline, suspend or discharge, provided that a claim of discipline, suspension, or discharge without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment of any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith:
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- L-2.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE L-3 - ASSOCIATION SECURITY (Refer to Article 5 Central)

- L-3.01 In accordance with 5.06 Central Document, the interview shall take place during the orientation period.
- L-3.02 Three bulletin boards for the display of authorized matter will be located in the Hospital in a location designated by the Employer; outside of the locker room, General Hospital 1; outside of the cafeteria, 1; outside locker room C.C.R.U. 1.
- L-3.03 The Association agrees that no pamphlets, handbills or other publications will be distributed by its officers or members on the premises of the Hospital without prior written approval of the management, save and except sanctioned **ONA** meetings or events.

- **ARTICLE L-4 -** ASSOCIATION REPRESENTATION (Refer to Article 6 Central)
- L-4.01 In accordance with 6.01(a) of the Central Document, there shall be two part time nurse representatives, from among the part time nurses.
- L-4.02 (a) In accordance with 6.01(b) of the Central Document, there shall be a Grievance Committee of three nurses provided that not more than one nurse shall be from the same nursing unit.
 - (b) Any mail or notice from one party to the other concerning a grievance or grievance meeting shall be sent by prepaid registered mail or hand delivered to the designated person. If hand delivered, the deliverer shall obtain a signed receipt from the recipient.
- L-4.03 In accordance with Article 6.03 of the Central Document, the Negotiating Committee will consist of the Local President or designate, the Local First Vice-President or designate, one full-time nurse representative and one part-time nurse representative.
- L-4.04 In accordance with Article 6.02(a) of the Central Document, there shall be a Hospital Association Committee consisting of Management of the Hospital and three Association members. Each party will endeavour to have experienced and representative personnel on the Committee. The number of hospital representatives on the Committee shall not exceed the number of Association members and each party may have alternates to replace a member from time to time.
- L-4.05 (a) In accordance with Article 6.04 of the Central Document, the Local Executive shall appoint two (2) nurse representatives to the Joint Occupational Health and Safety Committee, one from the full-time bargaining unit and one from the part-time bargaining unit.
 - (b) In accordance with Article 1.1 of the Guidelines for the Structure of the Joint Occupational Health and Safety Committee, the Local Executive shall submit the name of an alternate to the Committee.
- L-4.06 The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act.

ARTICLE L-5 - LENGTH OF SERVICE (refer to Article 10 Central)

L-5.01 In accordance with Article 10.02 of the Central Document, a copy of the current seniority list will be posted annually in March.

ARTICLE L-6 - WAGES (refer to Article 18 Central)

L-6.01 The Employer agrees that wages shall be paid every second Friday. Where the second Friday falls on a designated holiday, pay day will be either the previous or the following regular work day, not including Saturdays or Sundays, at the discretion of the Employer.

The system of payment will be a direct deposit service by which an employee's wages will be directly deposited into his personal deposit account on a confidential basis.

In conjunction with the direct deposit system, the Hospital shall provide to each employee a pay statement on which there will be year to date information for Hospital pension, income tax, Canada Pension, Unemployment Premiums, as well as information relating to the gross and net earnings calculation of the pay period in question.

ARTICLE L-7 - RETIREMENT AGE

L-7.01 Normal retirement shall be 65 years for nurses. Upon notifying the Association, the Employer may, however, continue to employ on a month to month basis any nurse who has attained retirement age.

ARTICLE L-8 - HOURS OF WORK (refer to Article 13, 14 Central)

- L-8.01 Should a nurse be recalled to duty during a meal time, additional time may be provided later in the shift, and a refund of money against her abandoned meal will be refunded upon presentation of a chit signed by the nurse and head nurse or co-ordinator for same.
- L-8.02 In accordance with Article 13.01 (b) each nurse shall be entitled to two (2) fifteen (15) minute rest periods during each shift at a time specified by the Head Nurse.

These two (2) rest periods may be taken as one (1) thirty (30) minute rest period if agreed to by the Head Nurse.

- L-8.03 In accordance with Article 14.04 of the Central Document, the following shall be recognized as paid holidays: New Year's Day (January 1), Good Friday, Victoria Day, Canada Day (July 1), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (November 11), Christmas Day (December 25), Boxing Day (December 26) and the second Monday in February (Heritage Day if so proclaimed) and Easter Monday.
- L-8.04 Where a regular shift commences the night prior to a designated holiday and continues into the holiday, or where a regular shift commences on a designated holiday and continues into the next day, the employee shall be paid for work performed as follows:
 - i) Where the majority of hours worked falls within the holiday, all hours worked in the shift shall be, for payment purposes, considered to be the holiday.
 - ii) Where the majority of hours worked falls outside the holiday, all hours worked in the shift shall be paid for at straight time rates.
- **L-8.05** Casual part time nurses shall endeavour to advise the hospital when they are unavailable for periods of **15** days or more.
- L-8.06 In accordance with Article 14.14 of the Central Document, weekend premium shall be paid for each hour worked between 2400 hours Friday and 2400 hours Sunday.
- L-8.07 In accordance with Article 14.09 of the Central Document the evening shift shall be defined as 1500 hours to 2300 hours and the night shift shall be defined as 2300 hours to 0700 hours.
- L-8.08

 A nurse returning to work after absence due to a short illness or leave of absence (maximum five working days) must report her intention of returning to duty a minimum of twelve hours prior to commencement of her first shift, and wherever possible, that notification will be on the day shift. In cases of extended illnesses or leaves of absence of definite duration, a minimum of forty-eight hours' notice must be given regarding her intention to return to duty.

ARTICLE L-9 - LEAVE OF ABSENCE (refer to Article 11 Central)

- L-9.01 In accordance with Article 11.02 of the Central Document, the Hospital agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences and conventions, provided that the Hospital receives at least three (3) weeks, notice and provided the number of nurses does not exceed one (1) from any unit and a total of three (3) at any one time, for up to a combined maximum total of fifty (50) working days in the calendar year.
- L-9.02 Pre-Paid Leave Plan (refer to Article 11.11 Central)

The maximum number of part-time nurses who may be absent at one time under the Prepaid Leave Plan shall be three.

ARTICLE L-10 - EXTENDED TOURS

- L-10.01 (1) A compressed work week shall be introduced into any unit when:
 - i) eighty per cent (80%) 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 unreasonably arbitrary manner.
 - (2) A compressed work week may be discontinued in any unit when:
 - i) fifty per cent (50%) of the nurses 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.
 - (c) the cost of staffing utilizing extended tours being appreciably greater than staffing utilizing a 7.5 hour tour rotation,

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 nurses shall be given sixty (60) days notice before the schedules are so amended.

ARTICLE L-11 - CLASSIFICATION - "REGULAR PART TIME NURSES"

- L-11.01 Regular Part-time Nurses shall state their availability in writing. Nurses in this classification are scheduled for a certain number of tours as posted on the time schedules. These nurses make a commitment to the Hospital to be available for work on the following basis:
 - (a) As required by the Hospital to work eleven (11) calendar months of the year which must include December and July or August.
 - (b) Two weekends in four.
 - (c) As scheduled on any tour either:
 - i) December 25 and December 26

- or -

- ii) December **31** and January 1
- (d) For two of the three tours although specific preference for one tour other than days will be respected when possible.
- (e) At least four (4) 11.25 hour tours in a pay period, or six (6) 7.5 hour tours in a pay period, or any combination up to forty-five (45) hours in a pay period.

ARTICLE L-12 SCHEDULING - REGULAR PART TIME NURSES

- L-12.01 For Regular Part-Time Nurses, schedules will be posted three (3) weeks in advance.
- L-12.02 Except where it is impossible, requests for changes in Regular Part-Time Nurses' posted time scheduled must be submitted in writing 48 hours prior to the desired change and co-signed by the nurse willing to exchange days off or shifts.
- L-12.03 (a) For Regular Part-Time Nurses, it is understood that a weekend consists of fifty six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
 - (b) Regular Part-time Nurses will be scheduled no more than two (2) out of four (4) weekends. A nurse will receive premium pay for all hours worked on a third and subsequent weekend.
- L-12.04 A period equivalent to sixteen (16) hours off shall be scheduled between a change of shifts. A period of forty-eight (48) hours off will be scheduled after working the night shift unless otherwise agreed to in writing by the nurse. Failure to schedule as above will result in premium pay for the first shift worked.
- L-12.05

 All nurses shall be scheduled off at least five (5) consecutive days at either Christmas or New Year's. Christmas time to be defined as including Christmas Eve Day from 15:30 hours on, Christmas Day and Boxing Day, New Year's time to be defined as New Year's Eve Day from 15:30 hours on and New Year's Day. In order to achieve this time-off, the Association Waives the scheduling requirements of Article L-12 during the period 15 December to 15 January. The provisions of this clause shall not apply to any nurse employed within the Operating Room, Recovery Room or Day Surgery, Endoscopy, Pre-Admit Clinic, Medical Imaging, Psychiatric Day Care and Surgical Ambulatory Clinic, who is not required to work on Christmas Day, Boxing Day, or New Year's Day.
- L-12.06 A regular part-time nurse can be added to secondary units on a casual status, by mutual agreement.
- L-12.07 A nurse who makes a commitment to be available on a regular **pre-determined** basis shall be classified as a regular part-time nurse. The Employer agrees to schedule

regular part-time nurses according to their commitment. A casual part-time nurse is not required to make any scheduling commitment, but rather is called into work on an ad hoc basis.

All regular part-time nurses should be scheduled up to their committed hours before any casual part-time nurses are **utilized**. Where extra tours become available, they should first be offered on the basis of seniority to regular part-time nurses; 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. Job sharers's commitment is defined by the full-time line.

Where all regular part-time nurses have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time nurses on the basis of seniority and where no regular part-time nurse is willing to perform the available work, to casual part-time nurses on the basis of seniority.

Where there are nurses on layoff, the available time shall be given to the laid off nurses after the regular part-time are offered the extra tours based on seniority, as in paragraph 3 above, and before casual nurses.

ARTICLE L-13 NOTICE

L-13.01 Except where otherwise provided, any notice which either party desires to give to the other shall be given by prepaid registered mail as follows:

To the Employer:

The Executive Director, Stratford General Hospital, Stratford, Ontario N5A 2Y6

To the Association:

The Secretary, Ontario Nurses Association, Secretary's Home Address.

L-13.02 Any such communication give under this Agreement shall be deemed given and received as of the third business day following the date of mailing.

L-14 - MISCELLANEOUS

L-14.01 The Hospital will provide two (2) beepers to the Operating Room Nurses. The transfer of beepers between staff shall be arranged by the staff.

L-15 - WORKERS COMPENSATION

- L-15.01 (a) The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on LTD monthly.
 - (b) 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 negotiate a back to work program for the nurse.
 - (C) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
- The Hospital will reimburse the nurse for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, or personal clothing, as a result of being assaulted while performing her work.

L-16 - JOB SHARING

- **L-16.01** Recognizing that some employees desire a more flexible working arrangement, it is the parties' objective to ensure that 'two employees job sharing one full-time rotation should not receive any benefits which would be superior individually or cumulatively, to that which the full-time employee would receive.
- **L-16.02** Job sharers will be treated as regular part-time employees for all purposes, with the exception of scheduling.
- L-16.03 The total number of positions allowed to job share will be a maximum of 35 full-time equivalents. Individuals who are presently working full-time and wish to make

application to job share should do so in writing to the Director of Nursing and the Director of Human Resources.

- L-16.04 (a) Where such job sharing application is acceptable to the Director of Patient Care Services, the applicant's portion of the position will not be posted but the remainder of the original position shall be posted as per the Central Part-time Collective Agreement.
 - (b) If more nurses in an area make application to job share in that area than is acceptable to the Director of Patient Care Services, the decision of which job(s) is (are) to be shared shall be based upon seniority.
- L-16.05 The selection process for applicants to the posted position shall be in accordance with the Central Parttime Collective Agreement.
- L-16.06 (a) If one of the job sharers terminates her position or transfers to a different position, posting of such vacancy will be as per the Central Part-time Collective Agreement. Should a nurse in a job sharing position desire a full-time position, she must make application for a full-time position as per the Central Full-time Agreement.
 - (b) If a full-time position which is job shared reverts to a non-shared full-time position, then the job sharing nurse, if she wishes the full-time position, must make application for that full-time position as per the Central Full-time Agreement unless she was the incumbent of that original fulltime position, in which case, she will receive the position and it shall not be posted.
- **L-16.07** Posted schedules for job sharing will be identical to the rotation for the full-time nurses they replace.
- L-16.08 Job sharers will have the option of determining between themselves, which portion of the rotation they will work; however, this determination must be made before the schedule is posted. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must conform with the

Department of Nursing policy and the appropriate documentation completed.

- L-16.09 The Hospital may discontinue job sharing with 60 calendar days' notice to the job sharing employees.
- **L-16.10** Job sharers shall have the option of exchanging shifts with other full-time or regular part-time nurses in accordance with the established Department of Nursing policy.
- L-16.11 Each job sharer is responsible for replacing her partner for an absence of less than 60 Calendar days. However, it is recognized that it may not always be possible in the case of short notice leave for illness or bereavement. In such cases, a job sharer will be called and will endeavour to replace her partner; however, the job sharer will have the option of declining such short notice calls.
- L-16.12 Job sharers are covered by the part-time Collective Agreement and the scheduling aspects of the full-time Collective Agreement.

ARTICLE L-17 -

A ...

- **L-17.01** Where a nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article L-8 in its entirety applies except as amended by the following:
 - (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
 - (b) Nurses working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
 - (c) No part-time nurse will be scheduled solely on tour(s) which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse and agreed to by the Hospital.
 - (d) Nurses working tours comprised of less than 7.5 hours shall not be scheduled to work more than five (5) consecutive tours. If a nurse is required to work on a sixth (6th) consecutive and subsequent tour, then she will receive premium pay for each tour so worked until a day off is scheduled.

LETTER OF UNDERSTANDING

Between:				
And:		FORD GENERA referred to	L HOSPITAL as "the Hospita	1")
		O NURSES' A	ASSOCIATION s "the Associat:	ion")
<u>Reference:</u>	Regular Part-	time Nurse	s - Scheduling/C	ommitment
in L-11.0 otherwise.	1 will continue The names of	with that those regu	esser commitment commitment unle lar part-time n Letter of Unders	ess they agree urses exempted
Dated this	1514	day of	Josenku	_, 1995 .
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Dand	ha J. Granme	<u>~</u>		

LETTER OF UNDERSTANDING

Between

. . .

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

- and **-**

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

Reference: LEAVE FOR ASSOCIATION BUSINESS

In the event that the President and another member of the Executive are working on one unit, the Employer will give every consideration to granting both off at the same time for Association business if requested.

Signed at Stratford, Ontario this day of 1995.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Employment Helations Officer

Vandra O Planner

STRATO1.P-S

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives as of _______ day of _______, 1995.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Employment Relations Officer

Makey Devalhagen

Judieh Cacher