

SOURCE	SWA
EFF. DATE	11/1/91
TERM.	1/1/93
No. OF EMPLOYEES	203
NOMBRE D'EMPLOYÉS	203

# COLLECTIVE AGREEMENT

BETWEEN

**PENETANGUISHEN GENERAL HOSPITAL**  
 (HEREINAFTER CALLED THE "EMPLOYER")

- AND -

**ONTARIO NURSES' ASSOCIATION**  
 (HEREINAFTER CALLED THE "ASSOCIATION")

**PART-TIME**

**EXPIRY: MARCH 31, 1993**

1994

1994

CENTRAL SIGNING PAGE

DATED AT **PENETANGUISHENE, ONTARIO**, THIS 18 DAY OF MARCH, **1993**.

FOR THE HOSPITAL:

Marlene Jackson

M. Lincalby

\_\_\_\_\_

\_\_\_\_\_

FOR THE ASSOCIATION:

[Signature]  
**EMPLOYMENT RELATIONS OFFICER**

[Signature]

Helene Robertson Reed

\_\_\_\_\_

APPENDIX 3

SALARY SCHEDULE

**REGISTERED NURSE**

<b><u>EFFECTIVE:</u></b>	<b><u>APR. 01/91</u></b>	<b><u>OCT. 01/91</u></b>	<b><u>APR. 01/92</u></b>
Start	16.81	16.81	16.81
After 1 Year	17.71	17.71	17.71
After 2 Years	18.10	18.10	18.46
After 3 Years	18.97	18.97	19.49
After 4 Years	19.74	20.00	20.51
After 5 Years	20.51	20.77	21.54
After 6 Years	21.28	21.54	22.82
After 7 Years	22.05	22.56	24.10
After 8 Years	22.82	23.59	25.38
After 9 Years	23.59	24.62	26.67

**GRADUATE NURSE:**

<b><u>EFFECTIVE:</u></b>	<b><u>APR. 01/91</u></b>	<b><u>OCT. 01/91</u></b>	<b><u>APR. 01/92</u></b>
Start	16.11	16.11	16.11
After 1 Year	16.98	16.98	16.98
After 2 Years	17.37	17.37	17.72
After 3 Years	18.21	18.21	18.71
After 4 Years	18.97	19.22	19.71
After 5 Years	19.71	19.66	20.70
After 6 Years	20.45	20.70	21.93
After 7 Years	21.22	21.71	23.19
After 8 Years	21.97	22.71	24.43
After 9 Years	22.70	23.69	25.66

APPENDIX 5

APPENDIX ON LOCAL ISSUES

BETWEEN

**PENETANGUISHENE GENERAL HOSPITAL**

- AND -

ONTARIO NURSES' ASSOCIATION

PART-TIME

INDEX - LOCAL ISSUES

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APPENDIX 5

APPENDIX ON LOCAL ISSUES

ARTICLE A - RECOGNITION AND DEFINITION

- A - 1**        **The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all lay, registered and graduate nurses regularly employed for not more than twenty-four (24) hours per week in a nursing capacity by Penetanguishene General Hospital at Penetanguishene, save and except head nurses and persons above the rank of head nurse.**
- A - 2**        **The word "nurses" when used through this Agreement shall mean persons included in the above described Bargaining Unit.**

ARTICLE B - MANAGEMENT RIGHTS

- B - 1**        **The Association recognizes the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this agreement, and without restricting the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:**
- (a) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses for just cause, provided that any such action contrary to the provisions of this agreement may be subject to a grievance and dealt with as provided herein;**
  - (b) 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 the service;**
  - (c) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith.**

ARTICLE C - ASSOCIATION REPRESENTATION

- C - 1**        **Hospital-Association Committee**
- There shall be a Hospital-Association Committee comprised of a total of two (2) nurses representing both full-time and part-time Bargaining Units and two (2) representatives of the Hospital. The**

membership of this Committee may be expanded by mutual consent.

C - 2 Grievance Committee

There shall be a Grievance Committee comprised of two (2) nurses to represent both Bargaining Units at the Hospital.

C - 3 Neqotiation Committee

There shall be a Negotiation Committee comprised of three (3) nurses to represent both Bargaining Units at the Hospital.

C - 4 Nurses' Representatives

There shall be four (4) nurse representatives to represent both Bargaining Units at the Hospital.

ARTICLE D - BULLETIN BOARDS

D - 1 The Hospital shall provide bulletin board space for the use of the Association.

ARTICLE E - ASSOCIATION LEAVE

E - 1 Leave of absence for Association business shall be given up to an accumulative total for all staff of no more than thirty (30) days during the calendar year, provided two (2) weeks notice in writing is given the Hospital, where possible. It is agreed that not more than two (2) nurses shall be absent at any one time. Such leave shall not be arbitrarily withheld.

ARTICLE F - PAID HOLIDAYS

F - 1 The following twelve (12) days shall be recognized as designated holidays:

- |                       |                  |
|-----------------------|------------------|
| New Year's Day        | Civic Holiday    |
| 2nd Mnday in February | Labour Day       |
| Good Friday           | Thanksgiving Day |
| Easter Mnday          | Remembrance Day  |
| Victoria Day          | Christmas Day    |
| July 1st              | Boxing Day       |

F - 2 A tour that begins or ends during the twenty-four (24) hour period of the recognized holidays where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour. This applies to both the normal daily tours (7.5) and extended tours.

F - 3 Paid holidays shall be scheduled on an equitable basis among nurses in each unit provided a qualified complement of nurses is maintained

in the unit.

**F - 4** If a nurse is scheduled to work on a weekend prior to/or preceding a paid holiday, she shall be scheduled to work on the paid holiday.

If a nurse is scheduled off work on a weekend prior to/or preceding a paid holiday, she shall be scheduled off the paid holiday.

#### ARTICLE G - SCHEDULING REGULATIONS

**G - 1** There shall be a rest period during each one-half (1/2) tour and an unpaid meal break.

**G - 2** (a) Schedules will be posted two (2) weeks in advance for a four (4) week period. Requests for time off will be submitted two (2) weeks prior to posting.

(b) A period of at least two (2) tours will be scheduled between shifts worked by a nurse unless a lesser period of time is mutually agreed upon between the nurse and her immediate supervisor. There shall be a minimum of sixteen hours off between the conclusion of work and the start of the nurse's next tour, unless expressly waived by the nurse. If the Employer fails to schedule a period of sixteen (16) consecutive hours off between periods of work, the Employer will pay to the nurse the premium as set out in Article 14.03 for the following tour of duty worked.

(c) A regular part-time nurse shall receive at least two (2) weekends off in a four (4) week period. For the purposes of this Article, a "weekend" shall consist of at least fifty-six (56) consecutive hours off work from the completion of a nurse's last scheduled shift on Friday to the commencement of her first scheduled shift on Monday.

(d) There shall be no scheduled split tours.

(e) Nurses shall be scheduled five (5) or more consecutive days off at Christmas or New Year's time. Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day; and New Year's shall include New Year's Eve Day and New Year's Day. In order to accommodate this provision, all other scheduling regulations shall be waived between December 20th and January 6th.

(f) Nurses shall be allowed to exchange tours of duty. Such changes initiated by the nurse will not result in additional costs to the Employer. All changes must be approved by the Assistant Executive Director, Patient Care Services or her designate. Such approval shall not be unreasonably withheld.



- G - 3**      **A nurse will receive time and one-half her regular straight time hourly rate for all hours worked on a third consecutive and subsequent weekend save and except where:**
- (a)**      **such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or**
  - (b)**      **such nurse has requested weekend work; or**
  - (c)**      **such weekend is worked as the result of an exchange of shifts with another nurse.**

**ARTICLE H - ASSOCIATION INTERVIEW**

- H - 1**      **The Association will be allowed to interview newly employed nurses during their general Hospital orientation period. Time shall not exceed thirty (30) minutes.**

**ARTICLE I - VACATION SCHEDULING**

- I - 1**      **The Hospital will post by March 1st a vacation sheet in each nursing unit to cover the period from June 15th to September 15th in each year and each nurse employed in the unit should indicate prior to April 1st her preference for vacation dates; in the event of conflict seniority shall govern. The vacation schedule shall be confirmed by May 15th. Any remaining time for vacation in prime time shall thereafter be granted on a first come first served basis.**
- I - 2**      **All other vacation requests shall be submitted no later then the first (1st) of the month before the posting of the applicable schedule and such requests shall be granted in order of date of request.**
- I - 3**      **It is understood and agreed that where requested at least two (2) vacation weeks be continuous and the Hospital will accommodate the wishes of the nurses with respect to choice of vacation dates, and the continuity of weeks on a seniority basis subject to the needs to meet the patient care requirements of the Hospital.**
- I - 4**      **A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.**
- I - 5**      **Vacations may commence on any day of the week.**
- I - 6**      **If schedules are not posted prior to leaving on vacation, nurses shall be notified of the dates and time on which to report for work following their vacation.**
- I - 7**      **Vacations may be taken as one (1) day or any multiple thereof.**

I - 8           **The vacation year is January 1st to December 31st.**

ARTICLE J - SENIORITY LIST

J - 1           **The seniority list for nurses will be posted in July and January.**

ARTICLE K - REGULAR PART-TIME COMMITMENT

K - 1           **Regular part-time nurses shall be available for work on the following basis:**

- (a)   **Available on a predetermined basis for at least two (2) tours per week.**
- (b)   **Available ten (10) calendar months of the year including December and July or August.**
- (c)   **Available for work two (2) weekends in four (4).**
- (d)   **Available for work over the Christmas period (including Christmas Eve, Christmas Day, and Boxing Day), or New Year's period (including New Year's Eve and New Year's Day), on alternate years.**
- (e)   **Available for work on at least three (3) additional Hospital paid holidays, as set out in Article F -1, during the year.**

ARTICLE L - EXTENDED TOURS

L - 1           **(a) If the Hospital determines that extended tours will be discontinued because of:**

- 1)   **adverse effects on patient care,**
- 2)   **inability to provide a workable staffing schedule, no changes will be made before discussion with the nurses.**

**(b) When notice of discontinuation is given:**

- 1)   **the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and**
- 2)   **where it is determined that the extended tours will be discontinued, affected nurses shall be given forty (40) days notice before the schedules are so amended.**

L - 2           **Tour schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. Requests for time off will be submitted two (2) weeks prior to posting.**

**L - 3        The Hospital agrees that:**

- a)    **No more than three (3) consecutive extended tours shall be scheduled per week unless expressly agreed to by the nurse and her immediate supervisor.**
- b)    **No split shifts.**
- c)    **At least two (2) consecutive tours off shall be scheduled between shifts.**
- d)    **A nurse shall receive at least two (2) weekends off in a four (4) week period. For the purposes of this Article, a "weekend" shall consist of at least fifty-six (56) consecutive hours off work from the completion of a nurse's last scheduled shift on Friday to the commencement of her first (1st) scheduled shift on Monday.**
- e)    **At least forty-eight (48) consecutive hours off to be scheduled following night shift.**
- f)    **Nurses shall be scheduled five (5) or more consecutive days off at Christmas or New Year's time. Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day, and New Year's shall include New Year's Eve Day and New Year's Day. In order to accommodate this provision, all other scheduling regulations shall be waived between December 20th and January 6th.**
- g)    **Nurses shall be allowed to exchange tours of duty. Such changes initiated by the nurse will not result in additional costs to the Employer. All changes must be approved by the Assistant Executive Director, Patient Care Services or her designate. Such approval shall not be unreasonably withheld.**

**ARTICLE M - PRE-PAID LEAVE PLAN**

**M- 1        No more than four (4) nurses, in total, from both the full-time and part-time Bargaining Units, shall be off at a time for pre-paid leave plan.**

**ARTICLE N - MISCELLANEOUS**

**N - 1        The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on Long Term Disability.**

**N - 2        When it has been medically determined that an employee is unable to return to full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to**

discuss the circumstances surrounding the employee's return to suitable work.

- N - 3      **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.**
  
- N - 4      **Where nurses are required on standby, it shall be scheduled as equitably as possible amongst nurses in the Unit. The Hospital shall endeavour not to schedule nurses on-call/standby on their weekends off. Nurses shall not be scheduled on-call/standby during their vacation.**
  
- N - 5      **The Hospital will continue to supply scrub/lab coats to those nurses who require them**

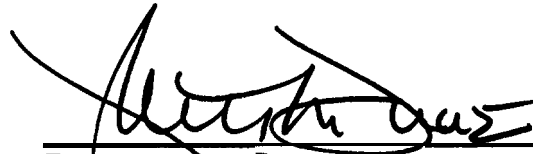
SIGNING PAGE - LOCAL ISSUES

DATED AT **PENETANGUISHENE, ONTARIO**, THIS B DAY OF MARCH, **1993**.

FOR THE HOSPITAL:

Martine Jackson  
M. Lussigny  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION:

  
**EMPLOYMENT RELATIONS OFFICER**  
Aileen Zimmack  
Wileen Kollertsen Legu  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

**PENETANGUISHENE** GENERAL HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

**RE: JOB SHARING**

**STATEMENT**

The job sharing concept is supported by the Nursing Department and Administration of the Hospital, subject to the feasibility within the Department.

The goal of job sharing is to create positions in the Hospital that can be shared by employees who wish the regularity of full-time employment but because of their life situation, are unable to meet full-time commitment.

Both team members/job sharers must sign the job sharing agreement indicating compliance with the guidelines.

**GUIDELINES**

1. One full-time position is voluntarily shared by two (2) regular part-time staff members.
2. Staff employed in a job-shared position accept the conditions for the full-time rotation and hours as scheduled and must be compatible with one another. Where non-compliance occurs, management has the right to intervene.
3. Scheduling
  - (a) Job sharers are not required to cover for their partner during sick leave, compassionate leave, jury duty, maternity and adoption leave unless mutually agreed otherwise by all parties, and when no part-time are available.
  - (b) Vacation and other scheduled short term leave or single days-coverage is the responsibility of the alternate team member with the approval of the Head Nurse/Department Head.
  - (c) Paid Holidays - job sharers must work the paid holidays where they fall in the rotation, but they can be split equally or negotiated between the two parties. Notify the Head Nurse/Department Head.

.....continued

LETTER OF UNDERSTANDING - JOB SHARING (CONTINUED)

- (d) **Overtime** - job sharers generally do not work more than one-half of the hours of a full-time equivalent and are not paid overtime if they are working the partner's hours.
- (e) **Split shifts** - split shifts are not acceptable as part of job sharing.
- 4. **Salary, benefits, seniority and service** are the same as for regular part-time employees set out in the Part-time Collective Agreement.
- 5. **The job sharing partners** are responsible to each other for attendance at staff meetings, committee meetings and in-service sessions and communication of unit/departmental information. Attendance of both team members is encouraged.
- 6. **Should one partner transfer or terminate employment**, the remaining partner shall continue to work her own schedule for thirty (30) calendar days. If no replacement is recruited, she must return to her former position.
- 7. **If the job sharing position is discontinued**, the shared position will revert to a full-time position and be filled accordingly.
- 8. **The job shared position will be evaluated annually or as required by the Head Nurse/Department Head and job sharers for:**  
     impact of quality of care  
     staff performance  
     management and staff's willingness to continue
- 9. **Management reserves the right to determine the continuance of this position.** Discontinuation shall not be unreasonable or arbitrary.

DATED AT PENETANGUISHENE, ONTARIO, THIS 18TH DAY OF AUGUST, 1988.

RENEWED AT PENETANGUISHENE, ONTARIO, THIS 18 DAY OF MARCH, 1993.

FOR THE HOSPITAL

*Marlene Jackson*  
 \_\_\_\_\_  
*M. Lusby*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE ASSOCIATION

*[Signature]*  
 Employment Relations Officer  
*Aileen Zimmach*  
 \_\_\_\_\_  
*Kileen Robertson Rep.*  
 \_\_\_\_\_  
 \_\_\_\_\_

LETTER OF INTENT

**BETWEEN**

**PENETANGUSHENEGENERALHOSPITAL**

- AND -

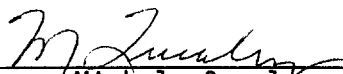
ONTARIO NURSES' ASSOCIATION

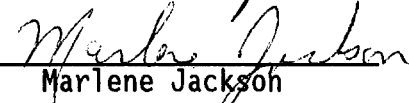
**RE: PAID PARKING**

It is the intent of the Hospital to continue its practice of free parking. In the event that the Hospital proposes a change to this practice, it will meet with the Association to discuss the proposed changes and to provide a minimum of ninety (90) days notice of such change. In the event the Hospital implements paid parking, the Association has the right to grieve the rate to be charged.

**SIGNED AT PENETANGUSHENE, ONTARIO, THIS 26TH DAY OF MAY, 1992.**

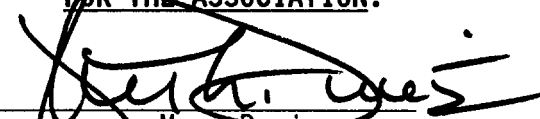
**FOR THE HOSPITAL:**

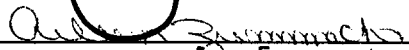
  
\_\_\_\_\_  
Michele Quealey


  
\_\_\_\_\_  
Marlene Jackson

\_\_\_\_\_  
\_\_\_\_\_

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Marg Ducie

  
\_\_\_\_\_  
Ann Fraser Aileen Zumwalt

  
\_\_\_\_\_

\_\_\_\_\_



SOURCE	O.N.A.		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	21		
NOMRE D'EMPLOYES	li		

COLLECTIVE AGREEMENT

BETWEEN

PENETANGUISHENE GENERAL HOSPITAL  
(hereinafter called the "Employer")

AND

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

PART-TIME

March 31, 1991

607103

Signed at Peterborough, Ontario this 18 day of August, 1988

FOR THE HOSPITAL

Martin Johnson  
D. Sheriff  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ONTARIO NURSES' ASSOCIATION

\_\_\_\_\_  
Joan Lane  
Clare Lynch  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPENSATION - PART-TIME NURSES

	<u>Effective April 1/88</u>	<u>Effective April 1/89</u>	<u>Effective April 1/90</u>
<u>REGISTERED NURSE</u>			
Start - Hourly	15.85	16.17	16.81
1 Year - Hourly	16.45	17.03	17.71
2 Years - Hourly	16.71	17.29	17.98
3 Years - Hourly	17.01	17.60	18.31
4 Years - Hourly	17.39	18.04	18.76
5 Years - Hourly	17.73	18.40	19.13
6 Years - Hourly	18.12	18.80	19.55
7 Years - Hourly	18.55	19.24	20.01
8 Years - Hourly		19.53	20.31
9 Years - Hourly			20.62
<u>GRADUATE NURSE</u>			
Start - Hourly	15.19	15.49	16.11
1 Year - Hourly	15.78	16.33	16.98
2 Years - Hourly	16.03	16.59	17.25
3 Years - Hourly	16.33	16.90	17.58
4 Years - Hourly	16.71	17.34	18.03
5 Years - Hourly	17.03	17.67	18.38
6 Years - Hourly	17.42	18.07	18.79
7 Years - Hourly	17.85	18.52	19.26
8 Years - Hourly		18.80	19.55
9 Years - Hourly			19.84

APPENDIX ON LOCAL ISSUES

ARTICLE A - RECOGNITION AND DEFINITION

- A-1 The Hospital **recognizes** the Ontario Nurses' Association as **the exclusive** bargaining agent of all lay, registered and graduate nurses regularly employed for not more than twenty-four (24) hours per **week** in a nursing capacity by **Penetanguishene General Hospital at Penetanguishene**, save and except head nurses and persons above the rank of head nurse.
- A-2 The word "nurses" when used through this agreement shall mean persons included in the above described bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B-1** The Association **recognizes** the management of the Hospital and the direction of the working forces are fixed **exclusively** in the Hospital and shall remain solely with the Hospital except as specifically limited **by** the provisions of this agreement, and without restricting the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (1) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses for **just cause**, provided that any such action contrary to the provisions of this agreement **may be subject to** a grievance and dealt with as provided herein;
  - (2) 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 the service;
  - (3) generally to manage the operation that the Hospital is engaged in and **without** restricting the generality of the foregoing, to determine the number of personnel required, the services to **be** performed, and the methods, procedures and equipment in connection therewith.

ARTICLE C - ASSOCIATION REPRESENTATION

C-1 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of two (2) part-time nurses and two representatives of the Hospital. The membership of this **Committee may be** expanded by **mutual** consent.

C-2 Grievance Committee

There shall **be a** Grievance Committee comprised of two (2) part-time nurses.

C-3 Negotiation Committee

There shall be a Negotiation Committee comprised of two (2) part-time nurses.

C-4 Nurses' Representatives

There shall be two (2) nurse representatives.

ARTICLE D - BULLETIN BOARDS

D-1 The Hospital shall provide bulletin board space for the use of the Association. All notices **must** be signed **by an** officer of the Association and submitted to the Hospital Administrator or her designate, for approval prior to being posted. Such approval shall not **be** unreasonably withheld.

ARTICLE E - ASSOCIATION LEAVE

E-1 Leave of absence for Association business shall be given up to an **accumulative** total for all part-time staff of no more than twenty (20) days during the calendar year, provided two (2) weeks notice in writing is given the Hospital. It is agreed that not more than two (2) nurses shall be absent at any one time. Such leave shall not be arbitrarily withheld.

ARTICLE F - PAID HOLIDAYS

F-1 The following eleven (11) days shall be recognized as designated holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

and effective April 1, 1989, the second Monday in February, Heritage Day, unless subsequently legislated otherwise.

- F-2 A tour that begins or ends during the twenty-four (24) hour period of the **recognized** holidays where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- F-3 Paid holidays shall be scheduled on an equitable basis among nurses in each unit provided a qualified complement of nurses is maintained in the unit.

#### ARTICLE G - SCHEDULING REGULATIONS

- G-1 There shall be a rest period during each one-half ( $\frac{1}{2}$ ) tour.
- G-2 (1) Schedules will be posted two (2) weeks in advance for a four (4) week period. Requests will be submitted two (2) weeks prior to posting.
- (2) A period of at least two (2) tours will be scheduled between shifts worked by a nurse unless a lesser period of time is mutually agreed upon between the nurse and her immediate supervisor.
- (3) A regular part-time nurse shall receive at least two (2) weekends off in a four (4) week period. For the purposes of this Article, a "weekend" shall consist of at least fifty-six (56) consecutive hours off work from the completion of a nurse's last scheduled shift on Friday to the commencement of her first scheduled shift on Monday.
- G-3 A nurse will receive time and one-half her regular straight time hourly rate for all hours worked on a third 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 the result of an exchange of shifts with another nurse.

ARTICLE H - ASSOCIATION INTERVIEW

H-1 The Association will **be** allowed to interview newly employed nurses during their probationary period.

ARTICLE I - VACATIONS

I-1 It is understood and agreed that where requested at least two (2) vacation weeks be continuous and the Hospital will accommodate the wishes of the part-time nurses with respect to choice of vacation dates, and the continuity of **weeks** on a seniority basis **subject to the** needs to meet the patient care requirements of the Hospital.

ARTICLE J - SENIORITY LIST

J-1 The seniority list for part-time nurses will be posted in July and January.

ARTICLE K - REGULAR PART-TIME COMMITMENT

K-1 Regular part-time nurses shall be available for work on the following basis:

- (a) Available on a predetermined basis for at least two (2) tours per **week**.
- (b) Available ten (10) calendar months of the year including December and July or August.
- (c) Available for work two (2) weekends in four (4).
- (d) Available for work over the Christmas period (including Christmas Eve, Christmas Day, and Boxing Day), or New Year's period (including New Year's Eve and New Year's Day), on alternate years.
- (e) Available for work on at least three (3) additional Hospital holidays during the year.

ARTICLE L - EXTENDED TOURS

L-1 (a) 1. If the Hospital determines that a compressed work week will be discontinued **because** of:

- i. adverse effects on patient care,
- ii. inability to provide a workable staffing schedule,

no changes will be made before discussion with the part-time staff.

2. When notice of discontinuation is given:
  - 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 forty (40) days notice before the schedules are so amended.

(b) Tour schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period.

(c) The Hospital agrees that:

1. no more than two (2) extended tours shall **be** scheduled per week unless **mutually** agreed upon between the nurse and her immediate supervisor.
2. no split shifts.
3. at least two (2) consecutive tours off shall **be** scheduled between shifts.
4. two (2) out of four (4) weekends will **be** scheduled off.
5. **at least** forty-eight (48) consecutive hours off to be scheduled following night shift.
6. a request for a change in posted **time** schedules **must be** submitted twenty-four (24) hours in advance, in writing, **by** the nurse requesting the change, and co-signed by the nurse willing to exchange days off or tours of duty. It is understood that such schedule changes or days off initiated by nurses is **subject** to the approval of the Hospital and shall not result in overtime payment of compensation.

#### ARTICLE M - PRE-PAID LEAVE PLAN

M-1 No more than two (2) nurses shall **be** off at a time for pre-paid leave plan.



LETTER OF UNDERSTANDING

BETWEEN

PENETANGUISHENE GENERAL HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

RE: JOB SHARING

STATEMENT

The job sharing concept is supported by the Nursing Department and Administration of the Hospital, subject to the feasibility within the Department.

The goal of job sharing is to create positions in the Hospital that can be shared by employees who wish the regularity of full-time employment but because of their life situation, are unable to meet full-time commitment.

Both team members/job sharers must sign the job sharing agreement indicating compliance with the guidelines.

GUIDELINES

1. One full-time position is voluntarily shared by two (2) regular part-time staff members.
2. Staff employed in a job-shared position accept the conditions for the full-time rotation and hours as scheduled and must be compatible with one another. Where non-compliance occurs, management has the right to intervene.
3. Scheduling
  - (a) Job sharers are not required to cover for their partner during sick leave, compassionate leave, jury duty, maternity and adoption leave unless mutually agreed otherwise by all parties, and when no part-time are available.

- (b) Vacation and other scheduled short term leave or single days - coverage is the responsibility of the alternate **team** member with the approval of the Head Nurse/Department Head.
  - (c) Paid Holidays - job sharers must work the paid holidays where they fall in the rotation, but they can be split equally or negotiated between the two parties. Notify the Head Nurse/Department Head.
  - (d) Overtime - job sharers generally do not work more than one-half of the hours of a full-time equivalent and are not paid overtime if they are working the partner's hours.
  - (e) Split shifts - split shifts are not acceptable as part of job sharing.
- 4. Salary, benefits, seniority and service are the same as for regular part-time employees set **out** in the Part-time Collective Agreement.
  - 5. The job sharing partners are responsible to each other for attendance at staff meetings, committee meetings and inservice sessions and communication of unit/departmental information. Attendance of both team members is encouraged.
  - 6. Should one partner transfer or terminate employment, the remaining partner shall continue to work her own schedule for thirty (30) calendar days. If no replacement is recruited, she must return to her former position.
  - 7. If the job sharing position is discontinued, the shared position will revert to a full-time position and be filled accordingly.
  - 8. The job shared position will be evaluated annually or as required by the Head Nurse/Department Head and job sharers for:
    - impact of quality of care
    - staff performance
    - management and staff's willingness to continue

9. Management reserves the right to determine the continuance of this position. Discontinuation shall not be unreasonable or arbitrary.

DATED AT PENETANGUISHENE, ONTARIO, THIS 18 DAY OF August, 1988.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Marlene Johnson  
Dr. Skiriff

Sharon Cross

Sharon Foyat