

SOURCE	Union
EFF.	93/04/01
TERM.	96/03/31
NO. OF EMPLOYEES	44
NOMBRE D'EMPLOYÉS	44

**COLLECTIVE AGREEMENT**

BETWEEN

**WEST PARRY SOUND HEALTH CENTRE**  
[hereinafter referred to as the "Hospital"]

- AND -

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Association"]

**FULL-TIME**

**EXPIRY: MARCH 31, 1996**

PARRY01.F96

10618(01)

**APPENDIX 3****SALARY SCHEDULES****REGISTERED NURSE****PAY EQUITY ADJUSTED RATES**

<b>EFFECTIVE</b>		<b>APR. 01/93</b>	<b>JAN. 01/94</b>	<b>JAN. 01/95</b>	<b>JAN. 01/96</b>
Start	- Monthly - Hourly	2778.75 17.10	2824.25 17.38	2869.75 17.66	2915.25 17.94
Year 1	- Monthly - Hourly	2925.00 18.00	2970.50 18.28	3016.00 18.56	3061.50 18.84
Year 2	- Monthly - Hourly	3046.88 18.75	3092.38 19.03	3137.88 19.31	3183.38 19.59
Year 3	- Monthly - Hourly	3214.78 19.78	3259.75 20.06	<b>3305.25</b> <b>20.34</b>	3350.75 20.62
Year 4	- Monthly - Hourly	3380.00 20.80	3425.50 21.08	3471.00 21.36	3516.50 21.64
Year 5	- Monthly - Hourly	3547.38 21.83	3592.88 22.11	3638.38 22.39	3683.88 22.67
Year 6	- Monthly - Hourly	3755.38 23.11	3800.88 23.39	3846.38 23.67	3891.88 23.95
Year 7	- Monthly - Hourly	3963.38 24.39	4008.88 24.67	4054.38 24.95	4099.88 25.23
Year 8	- Monthly - Hourly	4171.38 25.67	4216.88 25.95	4262.38 26.23	4307.88 26.51
Year 9	- Monthly - Hourly	4381.00 26.96	4426.50 27.24	4472.00 27.52	4517.50 27.80

**APPENDIX 3****SALARY SCHEDULES****CHARGE NURSE****PAY EQUITY ADJUSTED RATES**

<b>EFFECTIVE</b>		<b>APR. 01/93</b>	<b>JAN. 01/94</b>	<b>JAN. 01/95</b>	<b>JAN. 01/96</b>
Start	- Monthly	<b>2941.25</b>	2986.75	<b>3021.25</b>	3077.75
	- Hourly	<b>18.10</b>	18.38	<b>18.66</b>	18.94
Year 1	- Monthly	<b>3087.50</b>	3133.00	<b>3178.50</b>	3224.00
	- Hourly	<b>19.00</b>	19.28	<b>19.56</b>	19.84
Year 2	- Monthly	<b>3209.38</b>	3254.88	<b>3300.38</b>	3345.88
	- Hourly	<b>19.75</b>	20.03	<b>20.31</b>	20.59
Year 3	- Monthly	3376.75	3422.25	3467.75	3513.25
	- Hourly	20.78	21.06	21.34	21.62
Year 4	- Monthly	3542.50	3588.00	3633.50	3679.00
	- Hourly	21.80	22.08	22.36	22.64
Year 5	- Monthly	3709.88	3755.38	3800.88	3846.38
	- Hourly	22.83	23.11	23.39	23.67
Year 6	- Monthly	3917.88	3963.38	4008.88	4054.38
	- Hourly	24.11	24.39	24.67	24.95
Year 7	- Monthly	<b>4125.88</b>	4171.38	<b>4216.88</b>	4262.38
	- Hourly	<b>25.39</b>	25.67	<b>25.95</b>	26.23
Year 8	- Monthly	<b>4333.88</b>	4379.38	<b>4424.88</b>	4470.38
	- Hourly	<b>26.67</b>	26.95	<b>27.23</b>	27.51
Year 9	- Monthly	<b>4543.50</b>	4589.00	<b>4634.50</b>	4680.00
	- Hourly	<b>27.96</b>	28.24	<b>28.52</b>	28.80

**APPENDIX 3****SALARY SCHEDULES****GRADUATE NURSE****PAY EQUITY ADJUSTED RATES**

<b>EFFECTIVE</b>		<b>APR. 01/93</b>	<b>JAN. 01/94</b>	<b>JAN. 01/95</b>	<b>JAN. 01/96</b>
Start	- Monthly	2611.38	2655.25	2697.50	2739.75
	- Hourly	16.07	16.34	16.60	16.86
Year 1	- Monthly	2749.50	2791.75	<b>2835.63</b>	<b>2877.88</b>
	- Hourly	16.92	17.18	17.45	17.71
Year 2	- Monthly	<b>2864.88</b>	2907.13	2949.38	2991.63
	- Hourly	<b>17.63</b>	17.89	18.15	18.41
Year 3	- Monthly	<b>3053.38</b>	3097.25	3139.50	3183.38
	- Hourly	<b>18.79</b>	19.06	19.32	19.59
Year 4	- Monthly	<b>3176.88</b>	3320.75	3263.00	3305.25
	- Hourly	19.55	19.82	20.08	20.34
Year 5	- Monthly	3334.50	3376.75	3420.63	<b>3462.88</b>
	- Hourly	20.52	20.78	21.05	21.31
Year 6	- Monthly	<b>3529.50</b>	3573.38	<b>3615.63</b>	3657.88
	- Hourly	<b>21.72</b>	21.99	22.25	22.51
Year 7	- Monthly	3726.13	3768.38	3810.63	3852.88
	- Hourly	22.93	23.19	23.45	23.71
Year 8	- Monthly	3921.13	3963.38	<b>4007.25</b>	4049.50
	- Hourly	24.13	24.39	24.66	24.92
Year 9	- Monthly	<b>4117.75</b>	4161.63	4203.88	4216.13
	- Hourly	<b>25.34</b>	25.61	25.87	26.13

APPENDIX 4

SUPERIOR CONDITIONS

1) Educational Allowance

The Employer will pay the monthly educational allowances set forth hereunder to all nurses who are covered by this Agreement and who have completed their probationary period subject to the following conditions:

- a) The additional qualification of the degree or certificate held is utilized directly in the job currently being performed.
- b) Proof of the degree or certificate from a school of recognized standing must be submitted by the nurse to the Employer.
- c) In accordance with the above, a nurse possessing more than one (1) degree or certificate shall be entitled only to the higher allowance provided thereunder.

Nurses shall receive recognition for educational preparation as follows:

CHA Nursing Unit Administration Course	
or recognized postgraduate course	- \$ 15.00/month
One (1) year University Diploma	- \$ 40.00/month
Bachelor's Degree	- \$ 80.00/month
Master's Degree	- \$ 120.00/month.

2) Orientation

Newly hired nurses, who have not previously been employed by the Hospital, shall have an orientation of a minimum of five (5) tours of duty, including the unit, ward or area, and the shifts to which they may be assigned.

FOR NURSES FORMERLY EMPLOYED BY ST. JOSEPH'S HOSPITAL

- a) Present sick leave to the credit of each nurse shall be retained in a sick leave bank up to a maximum of one hundred (100) days.
- b) Upon retirement, a nurse shall receive one hundred (100%) cash pay out of sick leave to a maximum of ninety (90) days.

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**APPENDIX 5**

**LOCAL ISSUES**

BETWEEN

**WEST PARRY SOUND HEALTH CENTRE**  
[hereinafter referred to as the "Hospital"]

- AND -

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Association"]

**FULL-TIME**

PARRY01.F96

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**APPENDIX 5**

**LOCAL PROVISIONS**

**ARTICLE A - RECOGNITION AND DEFINITIONS**

A - 1        The Employer recognizes the Association as the sole bargaining agent for all registered and graduate nurses employed in a nursing capacity at West Parry Sound Health Centre, Parry Sound, save and except Head Nurses and persons above the rank of Head Nurse, and nurses employed for less than the full normal scheduled hours as provided for in Article 13 of this Agreement.

**NOTE:**        This recognition clause incorporates the legal name change from Parry Sound District General Hospital that occurred in 1995 and the merger with the former St. Joseph's Hospital.

A - 2        The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.

A - 3        The words "immediate supervisor" wherever used in this Agreement shall mean the Head Nurse, Supervisor or a person, as the case may be, to whom the nurse usually reports for duty.

**EB- 1 IA        I**

B - 1        The Association recognizes that the management of the Employer 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 a provision 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, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses; provided that a claim of discharge or discipline without just cause by a nurse who has completed her probationary period may be the subject of a grievance and dealt with as herein provided.

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- c) Determine, in the interest of efficient operation and highest standard of service, classifications, the hours of work, work assignments, methods of doing the work and the work establishment for any service.
- d) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.
- e) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses. Prior to implementation, the Employer will advise the Association of changes in rules. The Association may make representations with respect to such rules and regulations.

B - 2 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

**ARTICLE C - ASSOCIATION REPRESENTATION**

C - 1 Nurse Representatives

The Employer acknowledges the right of the Association to appoint or elect from its membership the number of nurse representatives indicated in each of the following areas:

- 3 South, Paediatrics, ALC - two (2) representatives
- Day Surgery, OR - one (1) representative
- Emergency, ICU - one (1) representative
- Ambulatory Care, OBS - one (1) representative
- Church Street Site - two (2) representatives.

The function of these nurse representatives shall be to assist nurses in their respective areas in the processing of any grievance which properly arises under the provisions of the Agreement. Upon mutual agreement of the parties, the foregoing jurisdiction and numbers may be altered from time to time. Additionally, the Association may elect from its membership two (2) part-time nurses as nurse representatives.

C - 2 Grievance Committee

The Employer agrees to recognize a Grievance Committee consisting of ~~two~~ (2) nurses, one (1) of whom shall be a part-time nurse, in addition to the nurse representative from whose area the grievance arose.

C - 3 Hospital-Association Liaison Committee

There shall be a Hospital-Association Liaison Committee comprised ~~of~~ four (4) representatives of the Hospital, one (1) of whom shall be the Director of Nursing or her designate, and four (4) representatives of the Association, one (1) of whom shall be the Local President or her designate and one (1) of whom shall be a part-time nurse. The membership of the Committee may be expanded by mutual agreement. The representatives for part-time shall be elected from the part-time membership.

C - 4 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised ~~of~~ three (3) representatives of the Association, one ~~(1)~~ whom may be part-time, for the purpose of negotiating a renewal Agreement. The Negotiating Committee shall be limited to one (1) staff member from any nursing unit at any one ~~(1)~~ time, including the President of the Local.

C - 5 The Employer shall continue its present practice of meeting with the general staff nurses to discuss matters ~~of~~ mutual concern.

C - 6 The Hospital agrees that an Officer of the Association or nurse representative shall be allowed a reasonable period ~~of~~ time within regular working hours to interview a newly hired nurse during her orientation period.

**ARTICLE D - SENIORITY**

D - 1 A copy of the seniority list will be filed with the Association on December 1st and June 1st.

**ARTICLE E - LEAVE OF ABSENCE**

E - 1 Association Business

Leave of absence, without pay, for Association business up to an aggregate full-time/part-time bargaining unit total ~~of~~ forty-five (45) days during each

twelve (12) month term of this Agreement will be granted provided two (2) weeks' advance notice is given to the Employer prior to the expected date of the commencement of such leave of absence and such leave of absence does not interfere with the continuous efficient operation of the Employer. Such leave shall not be unduly withheld.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Local Association agrees to reimburse the Hospital in the amount of the daily rate of the nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Hospital will bill the Local Association within a reasonable period of time. Not more than **two (2)** nurses shall be absent on such leave at the same time and only one ~~(1)~~ staff member from any nursing unit shall be entitled to be on a leave of absence for Association business at any one (1) time.

E - 2      Pre-paid Leave Plan

The number of nurses that may be absent at any one (1) time shall be **two (2)** nurses. The year for purposes of the program shall be September 1st of one (1) year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Hospital.

**ARTICLE F - PAID HOLIDAYS**

F - 1      A nurse will receive the following holidays, without reduction in her regular pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	2nd Monday in November
Dominion Day	Christmas Day
Civic Holiday	Boxing Day
Nurse's Birthday	Anniversary Date of Employment
[2nd Monday in February - Church Street nurses]	
[2nd Monday in June - Church Street nurses]	

Lieu days shall be granted sixty (60) days after the holiday on a day mutually agreed by the Employer and the individual nurse. Failing agreement payment for said day shall be made in accordance with Article 15.03 of the Central Agreement.

- F - 2 A tour that begins or ends during the twenty-four (24) hour period on the above holidays where the majority of hours falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- F - 3 The Employer will endeavour to equitably distribute paid holidays among general staff nurses in each unit.

**ARTICLE G - VACATION WITH PAY**

- G - 1 For the purpose of calculating vacation eligibility, the vacation year shall be from April 1st of any year to March 31st of the following year.
- G - 2
- a) The Employer shall make every reasonable effort to grant nurses a minimum of two (2) weeks continuous vacation between June 15th and September 15th if so requested by the individual nurse. Additional days shall be considered subject to patient care and staffing requirements.
  - b) When a nurse requests vacation of two (2) or more consecutive weeks, the Employer shall make every reasonable effort to grant the weekend immediately preceding and the weekend immediately following the vacation as days off.
  - c) The date and time on which a nurse is to report following vacation shall be indicated on the posting advance time schedule.
  - d) Nurses shall be given preference with respect to their vacation period in accordance with their bargaining unit seniority within their work area once during the vacation year.
  - e) Requests for vacation during the time period from June 15th to September 15th shall be submitted to the immediate supervisor prior to April 1st. The finalized schedule will be posted by May 15th.
  - f) Requests for vacation during the time period from September 15th to June 14th, shall be submitted at least one (1) week in advance of the posting of the six (6) week time schedule and no later than December 31st for all outstanding vacation entitlement. The finalized schedule will be posted by December 1st. Vacations not requested by December 31st shall be scheduled by the Hospital after consultation with the nurse.

- g) Schedule changes to accommodate approved vacations will be completed by Nursing Management.
- h) Only nurses covered under the terms of the Collective Agreement shall be counted when determining vacation quotas.
- i) Except for prime time vacation requests, confirmation of vacation requests will be given, in writing, within two (2) weeks of the request.

For purposes of clarification, the Employer will advise the nurse, in writing, as to whether her request is approved or denied.

- G - 3 Vacation pay shall be computed so that a nurse will receive the amount of money normally earned at her regular work schedule and it shall be included in the salary cheque issued immediately preceding the commencement of vacation, if so requested in writing two (2) weeks in advance.
- G - 4 The Hospital shall grant the utilization of single vacation days up to a maximum of seven (7) per year provided that they are requested in writing by the nurse at least four (4) weeks in advance and providing that they are scheduled at a mutually agreeable time. Notwithstanding the foregoing, the Hospital will give consideration to requests for single day vacation when less than four (4) weeks' advance notice is given.
- G - 5 Subject to the agreement of the affected nurse and her immediate supervisor, nurses with lieu time banked may utilize such time in place of approved vacation time.

#### **ARTICLE H - HOURS OF WORK**

- H - 1 The average weekly hours shall average thirty-seven and one-half (37½%) over a four (4) week period.
- H - 2 Should a nurse be recalled to duty during her meal period, additional time shall be provided later in the shift.  
  
Meal times of one-half (½) hour shall be scheduled away from the floor during the nurse's tour, whether day, evening or night.
- H - 3 A nurse will receive one (1) weekend in three (3) off. The Employer will endeavour to schedule one (1) weekend in two (2) off. Should a nurse be required to work three (3) consecutive weekends or more, she shall be paid premium pay as set out in Article 14.03 for the third [3rd] weekend and for

each succeeding weekend worked until a weekend is scheduled off, 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 a result of an exchange of shift with another nurse.

For the purposes of Article H - 3, a weekend shall consist of at least sixty-four (64) consecutive hours off work from the completion of the nurse's last scheduled shift on Friday to the commencement of her first [1st] scheduled shift on Monday.

For the purposes of payment of weekend premium, payment will be made for all hours worked between twenty-three hundred (2300) hours Friday and twenty-three hundred (2300) hours Sunday night.

H - 4 For the purposes of Article 14.09 of the Central Agreement, lieu time must be taken within sixty (60) days of time worked.

If lieu time off is not taken within sixty (60) day period, payment will be in accordance with Article 14.09 of the Agreement unless the nurse notifies the Hospital, in writing, that she elects to accumulate not more than thirty-three and three quarters (33%) hours of lieu time off to be taken at a time mutually agreed not later than March 31st of the current year. If such an election is made the balance of the lieu time that is not taken during the aforesaid sixty (60) day period shall be paid in accordance with the said Article.

Failing agreement of the nurse and the Hospital as to when the thirty-three and three-quarter (33%) hours of lieu time off that is accumulated to be taken prior to March 31st should be taken, payment shall be made in accordance with Article 14.09.

H - 5 The Employer will endeavour to maintain and achieve the following objectives in the formation of working schedules:

- a) Requests for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. The request for such a change shall be subject to approval by the Director of Nursing and will not result in additional cost to the Employer, which approval shall not be unreasonably withheld.

- b) No split shifts will be scheduled.
- c) A nurse will be scheduled off at least four (4) days, in any two (2) week period, including at least one (1) period of two (2) consecutive days off and a minimum of split days will be scheduled.
- d) Nurses will not be scheduled to work more than seven (7) consecutive days unless mutually agreed and only six (6) consecutive nights unless otherwise mutually agreed.
- e) Nurses will be required to rotate on only one (1) shift (i.e. days and evenings or days and nights) unless otherwise mutually agreed. Individual tour preferences will be considered on the basis of seniority provided patient care is not compromised.
- f) Schedules will be posted two (2) weeks in advance for a four (4) week period. Requests will be submitted one (1) week prior to posting.
- g) There will be an equal distribution of standby duty with the option to exchange, such exchange to be subject to the approval of the Head Nurse; which approval shall not be unreasonably withheld.
- h) At least forty-eight (48) hours time off shall be scheduled following night tour. The Employer will make every reasonable effort not to schedule split days on the night tour.
- i) No more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed.
- j) The midnight shift is the first [1st] shift of the day.
- k) No less than two (2) consecutive tours off between changes of shift unless otherwise agreed.
- l) Subject to the final approval of the Unit Supervisor, self scheduling may be implemented between December 15th and January 15th so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Christmas Eve (December 24th), Christmas Day (December 25th), Boxing Day (December 26th) or New Year's Eve (December 31st) and New Year's Day (January 1st) will be included in the five (5) days off. Should a nurse not receive a minimum of five (5) consecutive days off at Christmas or New Year's, she shall receive premium payment at time and one-half (1½) for all shifts in violation of this clause.

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- m) Prior to the posting of any changes to their scheduled shift, the Hospital will endeavour to notify nurses scheduled on a master rotation. It is recognized that the purpose of a master rotation is to allow for advanced planning and to alleviate the problem of special requests.
- n) Accumulated overtime hours shall not be scheduled by the Employer unless at a mutually agreeable time to the nurse.
- o) Should lieu time be scheduled it will not be cancelled or rescheduled due to a change in staffing requirements. Lieu time can be accumulated and scheduled subject to the terms and conditions for vacation scheduling.
- p) Nurses currently working permanent shifts shall continue to do so. Nurses wishing to work permanent shifts can request such. The Employer will not unreasonably deny nurses working permanent shifts.

## H - 6

### Twelve Hour Schedule

- a) Nurses shall be scheduled to work no more than four (4) consecutive tours, except by mutual consent. The Hospital will endeavour to schedule nurses to work no more than three (3) consecutive tours, except by mutual consent, ~~or~~ during weeks which contain a paid holiday. At least one (1) extended tour off will be scheduled between shifts.
- b) Nurses shall receive every second [2nd] weekend off duty, unless otherwise agreed to between the nurse and the Employer.  
  
A weekend is defined as a minimum of five (5) consecutive extended tours off, which shall commence not later than 1930 hours on Friday.
- c) The Hospital will endeavour not to require a nurse to change tours more than once during a week, unless otherwise mutually agreed.
- d) No more than ~~two~~ (2) consecutive weeks will be scheduled on the night tour, unless mutually agreed.
- e) Requests for change in posted schedules may be made in writing, provided they are co-signed by the nurse willing to exchange days off or tours of duty.

- f) No split shifts will be scheduled.
- g) Schedules will be posted ~~two~~ (2) weeks in advance for a 4-week period. Requests will be submitted one (1) week prior to posting.
- h) The Employer will schedule five (5) consecutive days off at either Christmas or New Year's and in alternate years, unless otherwise mutually agreed. Such time to include December 24th, 25th, and 26th for Christmas or December 31st and January 1st for New Year's. Each nurse will be advised of their time five (5) weeks in advance.
- i) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where eighty percent (80%) of the nurses in a given unit are in favour, and where the Hospital is also in agreement.
- j) The initial scheduling of these extended tours shall in no way commit the Hospital to continue to schedule any extended tours after the trial period. Nor shall the Hospital be obligated to complete the initial trial period if, in the Hospital's opinion, the scheduling of extended tours should be discontinued because the extended tour scheduling is having adverse effects upon patient care, or because the Hospital is experiencing difficulty in providing a workable staffing schedule.
- k) When notice of discontinuance is given by either party, then:
  - (1) the parties shall meet within ~~two~~ (2) weeks of the given notice to review the request for discontinuation, and
  - (2) where it is determined that the compressed work week will be discontinued, affected nurses shall be given six (6) weeks notice before the schedules are so amended.
- l) Following the trial period, the extended tour arrangement will be continued upon agreement of the Hospital.

At any time following the trial period the extended tour schedule will be discontinued if fifty percent (50%) of the nurses involved request the discontinuation of this tour system, or if the Hospital feels the extended tour schedule is having adverse effects on patient care, or because the Hospital is experiencing difficulty in providing a workable staffing schedule.

When notice of discontinuance is given by either party following the trial period, then clause (k) shall apply.

- m) Where the majority of the nurses on the unit in question have voted to initiate the trial period, and where the extended tour arrangement is continued after the trial period, then all nurses on the unit in question shall be required to work the extended tour.

## **ARTICLE I - MISCELLANEOUS**

- I - 1 The Employer will arrange to provide space on a bulletin board on each floor, and one ~~(B)~~ the Church Street Site, which may be used by the Association for posting notices of Association meetings or other Association activities. The nature of the postings will not offend the spirit of mutual co-operation between the Association and the Hospital.
- I - 2 All written Hospital policies pertaining to nursing shall be made available for all staff to see.
- I - 3 The Hospital will permit the distribution of Association contracts and material related to Union business on the Hospital's premises. The time and place for distribution of the contracts will be arranged with Personnel.
- I - 4
  - a) The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, i.e. eye glasses, ripped uniforms, personal clothing, etc., during the performance of her duties.
  - b) The Hospital, with the nurse's consent, will inform the Association within twenty-four (24) hours of any nurse who has been assaulted while performing her work. Such information shall be submitted, in writing, to the Association as soon as possible.
- I - 5 Personal Data

It will be the responsibility of the nurse to advise the Hospital of any changes in name, address, phone number, bank account, or status of beneficiary.
- I - 6 Notice of Resignation

All regular full-time nurses are required, where possible, to give the Hospital at least four (4) weeks' written notice of resignation. Nurses shall endeavour to provide as much notice of retirement as possible.

**ARTICLE J - PAID PARKING**

- J - 1            The Employer agrees to meet with the Association prior to implementing paid parking to discuss rates.

**ARTICLE K - MODIFIED WORK**

- K - 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 LTD.
- K - 2            When it has been medically determined that an employee is unable to return to the 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.
- K - 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.

**ARTICLE L - SICK LEAVE**

- L - 1            Except in extenuating circumstances, in order to qualify for sick leave a nurse must notify the Nursing Unit Manager or Clinical Coordinator at least one (1) hour prior to the beginning of the nurse's working day on the day shift and at least two (2) hours prior to the beginning of her evening or night shift.
- L - 2            A nurse, who is absent due to illness for three (3) or more consecutive days, will give a progress report to her Unit Manager by the third [3rd] day of the illness and once a week thereafter or more frequently as the situation demands.
- L - 3            The Hospital reserves the right to require proof of illness from a qualified medical practitioner for absences due to illness for three (3) or more consecutive days.
- L - 4            An employee, on sick leave for thirty (30) or more days, will give the Hospital three (3) days clear notice, exclusive of weekends or holidays, of her intended return to work.

**ARTICLE M - PAYMENT OF WAGES AND ALLOWANCES**

- M - 1        The Hospital will arrange for payment of wages at or before fourteen hundred and ~~thirty~~ (1430) hours every second [2nd] Friday. On each pay day, a nurse will be provided with an itemized statement.
- M - 2        Payment of wages will be by direct deposit to a financial institution of the nurse's choice which will be selected from a list provided by the Hospital.
- M - 3        When errors of payment on an employee's pay slip are discovered, they shall be rectified and the employee shall be paid as soon as the Director of Finance and Personnel has had an opportunity to verify the order. The employee involved shall not have to wait until the next pay period for correction of an error, unless mutual agreement between the Hospital and the employee provide for correction at a later date.

**ARTICLE N - JOB SHARING**

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

- N - 1        Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- N - 2        Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be ~~fifty/fifty~~ (50/50) between ~~two~~ (2) nurses unless mutually agreed otherwise by the ~~two~~ (2) nurses involved and the Hospital.
- N - 3        The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- N - 4        Each job sharer may exchange shifts with her partner, as well as other nurses as provided by the Collective Agreement.
- N - 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 a full-time nurse would be required to work.

N - 6      Coverage

a)      It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one (1) 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.

b)      Vacation, Maternity Leave, and other Leaves pursuant to Article 11 of the Central Full-Time and Part-Time Collective Agreements:

In the event that one (1) member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

N - 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 her position, may do so without having her half (½) 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 (1) 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.

N - 8      Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

**SIGNING PAGE - LOCAL ISSUES**

DATED AT PARRY SOUND, ONTARIO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1997.

**FOR THE EMPLOYER:**

\_\_\_\_\_  
*Ben Hill*  
\_\_\_\_\_  
*J. Mayhew*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE ASSOCIATION:**

*John McEwen*  
\_\_\_\_\_  
Employment Relations Officer  
*Anna Cheng*  
\_\_\_\_\_  
*P. Rowe*  
\_\_\_\_\_  
*Ronda Elton*  
\_\_\_\_\_  
\_\_\_\_\_

L 22

**LETTER OF UNDERSTANDING**

Between

**WEST PARRY SOUND HEALTH CENTRE**  
[hereinafter referred to as the "Hospital"]

- AND -

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Association"]

**RE: CALL-BACK**

A nurse who is called back to work for less than four (4) hours and who is subsequently called back within the original four (4) hours call back will not receive a second four hour guarantee unless the second call extends beyond the initial four hour period in which case Article 15.08 shall re-apply.

Dated this 1st day of February, 1989.

**RENEWED AT PARRY SOUND, ONTARIO, THIS 20TH DAY OF FEBRUARY, 1995.**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
*Bob Hill*  
\_\_\_\_\_  
*J. Mayhew*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE ASSOCIATION**

*John Adam SM*  
\_\_\_\_\_  
Employment Relations Officer  
*Anne Campbell*  
\_\_\_\_\_  
*Pat Duce*  
\_\_\_\_\_  
*Ronda B. McConis*  
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