

MINISTRY

| | |
|-------------------|-----------|
| SOURCE | ONIA |
| EFF. | 9/6/01/01 |
| TERM. | 98.03.31 |
| No. OF EMPLOYEES | 700 |
| NOMBRE D'EMPLOYÉS | 700 |

10/1/97
 10/1/97
 COLLECTIVE AGREEMENT

BETWEEN

SCARBOROUGH GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

- AND -

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

Expiry March 31, 1998

12149(6)

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APPENDIX 3FULL-TIME SALARIES

(Pay Equity Adjusted Rates)

REGISTERED NURSE

| | Effective <u>Jan 1, 1996</u> | Effective <u>April 1, 1997</u> |
|----------------|---------------------------------|-----------------------------------|
| Start - Hourly | 17.94 | 18.30 |
| - Monthly | 2915.25 | 2973.55 |
| - Hourly | 18.84 | 19.22 |
| - Monthly | 3061.50 | 3122.73 |
| - Hourly | 19.59 | 19.98 |
| - Monthly | 3183.38 | 3247.05 |
| - Hourly | 20.62 | 21.03 |
| - Monthly | 3350.75 | 3417.77 |
| - Hourly | 21.64 | 22.07 |
| - Monthly | 3516.50 | 3586.83 |
| - Hourly | 22.67 | 23.12 |
| - Monthly | 3683.88 | 3757.56 |
| - Hourly | 23.95 | 24.43 |
| - Monthly | 3891.88 | 3969.72 |
| - Hourly | 25.23 | 25.73 |
| - Monthly | 4099.88 | 4181.88 |
| - Hourly | 26.51 | 27.04 |
| - Monthly | 4307.88 | 4394.04 |
| - Hourly | 27.80 | 28.36 |
| - Monthly | 4517.50 | 4607.85 |

REGISTERED NURSE PENDING

| | Effective <u>Jan. 1, 1996</u> | Effective <u>April 1, 1997</u> |
|----------------|----------------------------------|-----------------------------------|
| Start - Hourly | 17.68 | 18.03 |

GRADUATE NURSE

| | Effective <u>Jan. 1, 1996</u> | Effective <u>April 1, 1997</u> |
|----------------|----------------------------------|-----------------------------------|
| Start - Hourly | 21.52 | 21.95 |

APPENDIX 4

SUPERIOR CONDITIONS

EDUCATIONAL PREMIUM

Educational Premiums as provided for under Article 19.09 are as follows:

The Employer will pay to a nurse the single highest premium among the following educational premiums for which she/he is eligible, provided she/he has presented satisfactory proof of standing in a course recognized by the Employer:

- (a) A Post Graduate course in the clinical field in which she/he is employed
..... \$15.00 per month
- *(b) Canadian Hospital Association Unit Administration Course
..... \$15.00 per month
- (c) One Year University Diploma in Nursing
..... \$40.00 per month
- (d) Bachelor of Science Degree in Nursing
..... \$80.00 per month
- *(e) Master of Science Degree in Nursing \$120.00 per month
- * Assistant Head Nurse Only

APPENDIX TO

COLLECTIVE AGREEMENT

BETWEEN:

SCARBOROUGH GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

-AND-

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

(Full-Time & Part-Time)

ARTICLE A - RECOGNITION

- A.1 The Employer recognizes the Union as the bargaining agent of all registered and graduate nurses employed by Scarborough General Hospital at Scarborough, engaged in a nursing capacity, save and except Patient Care Manager/Patient Care Director and persons above the rank of Patient Care Manager/ Patient Care Director.
- A.2 The phrase "Immediate Supervisor" when used throughout this Agreement shall mean the person in authority above the charge nurse.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
 - (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall, and suspend and otherwise discipline nurses, provided that if a nurse claims she/he has been discharged, suspended or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure;
 - (c) establish, alter and enforce reasonable rules and regulations. The Employer will advise the Union of any change of rules and regulations;
 - (d) determine the kind and location of equipment to be used, the allocation and numbers of nurses required from time to time, the services to be performed, and all other rights and responsibilities of management not specifically modified elsewhere to this Agreement.
- B.2 The Employer will exercise its rights in a manner consistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

C.1 Negotiating Committee

There shall be up to six (6) combined full-time and part-time nurses on the Negotiating Committee.

C.2 Grievance Committee

There shall be up to three (3) combined full-time and part-time nurses on the Grievance Committee.

C.3 Union Representatives

There will be twenty (20) combined full-time and part-time nurses representatives with no more two (2) from any unit. There will be no more than one (1) nurse representative from any one (1) unit scheduled to work present at any meeting with the Hospital.

C.4 Union-Hospital Committee

There shall be up to three (3) combined full-time and part-time representatives of each of the parties on the Union-Hospital Committee.

C.5

The interview period as provided for in Article 5.06 will be scheduled at a mutually agreeable time during the formal orientation period.

ARTICLE D - SENIORITY

D.1 A copy of the current seniority list as provided for in Article 10.02 will be provided in January and July of each year. A copy will also be issued for posting.

ARTICLE E - UNION LEAVE

E.1 Leave of absence will be granted in accordance with 11.02 provided:

- (a) the total of such time for combined full-time and part-time shall not exceed one hundred and fifty (150) calendar days per year;
- (b) Not more than one (1) full-time or part-time nurse from any one unit at one time (except one (1) member of the Executive of the Local), unless varied by mutual consent of the parties.

ARTICLE F - PAID HOLIDAYS

F.1 (i) The following are paid holidays:

| | |
|------------------------|----------------------------|
| New Year's Day | Labour Day |
| 2nd Monday in February | Thanksgiving Day |
| Good Friday | Christmas Day |
| Easter Monday | Boxing Day |
| Victoria Day | Employment Anniversary Day |
| Canada Day | (or substituted day by |
| Civic Holiday | mutual agreement) |

F.2 (i) Where a nurse is entitled to a lieu day, she/he shall receive the lieu day at a mutually agreeable time within thirty (30) days before or sixty (60) days after the holiday.

(ii) A tour that begins or ends during the twenty-four (24) hour period of the above 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 The Employer will endeavour to arrange for paid holidays *off* to be divided equitably among the nurses in the same unit.

F.4 A tour that begins or ends during the twenty-four (24) hour period of the above 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.5 When a Paid Holiday falls on a Friday or Monday, the Employer will endeavour to achieve the following:

(a) that nurses scheduled to work on the Holiday be scheduled to work the Saturday and Sunday in conjunction with the Holiday

(b) the nurses scheduled off on the Holiday be scheduled off on the Saturday and Sunday in conjunction with the Holiday

F.6 If permitted by law, the parties agree that, for the life of the Collective Agreement, Canada Day as designated in F.1 shall be July 1; Christmas Day as designated in F.1 shall be December 25; and Boxing Day as designated in F.1 shall be December 26. If any other date is designated for any of the above holidays, the date in this letter shall be deemed to be the date of the Holiday, and premium pay will not be forthcoming for any other day.

ARTICLE G - VACATIONS

G.1 Vacation guidelines for nurses will be reasonable and separate and apart from other Hospital employees. All nurses shall receive vacation with pay in accordance with Article 16.01 as of the Employer's vacation entitlement determination date in any year.

G.2 Scheduling

- (a) The Employer will provide the weekend off prior to the commencement of vacation and at the completion of vacation for one (1) vacation period during the period of July 1st to Labour Day and one additional period. The nurse will indicate at the time of her/his vacation request which vacation she/he wishes to commence with a weekend.
- (b) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report to work following vacation.
- (c) Nurses, within the unit in which they work, shall be given preference with respect to their request for vacation periods in accordance with seniority.
- (d) Nurses may take their vacation entitlement during the calendar year. A nurse may have a maximum vacation accumulation of **up** to five (5) days in excess of their annual entitlement.
- (e) Notwithstanding bargaining-unit seniority, nurses who transfer to another unit between April 15th and August 31st will be granted vacation time which is compatible to staffing needs of the unit and the vacation schedule already established.

G.3 Summer prime time vacation requests made by nurses on or before February 28th will be responded to verbally by the Hospital before April 1st. The Hospital agrees to post the summer vacation schedule (to cover the period June 1st to Labour Day weekend) by May 1st.

ARTICLE H - GENERAL

H.1 The Employer will provide bulletin board space in mutually acceptable locations, for the purpose of posting notices regarding meetings and other matters restricted to Union matters.

Where such bulletin board is locked the Union will be provided with a key

- H.2 Payment of wages will be made every other week and cover time worked in the two weeks ending on the last shift of the immediately preceding Sunday.

Any regular earnings omitted on a pay cheque of one (1) day's pay or more which is not caused by the nurse's error or omission, shall be paid to the nurse provided the nurse requests a manual cheque no later than the Monday following issuance of pay. A cheque will be issued no later than Thursday of the same week and made available to the nurse on her/his unit. Any requests received after this cutoff will be processed in the next scheduled payroll.

ARTICLE I - SCHEDULING REGULATIONS

I.1 (a) Full-time

A nurse is entitled to at least one weekend off in three (3). If required, a regular part-time nurse must be available to work at least two (2) weekends in every three (3) week period.

Should a nurse be required to work more than two (2) consecutive weekends, she/he shall be paid in accordance with Article 14.03 for the third weekend and for every successive weekend worked until a weekend is scheduled off, 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.

For the purpose of this section, a weekend off is defined as a period of seven (7) consecutive tours of which six (6) tours are between 2330 hours Friday and 2330 hours Sunday inclusive. The Hospital will endeavour to provide eight (8) consecutive tours off.

- (b) At least two (2) consecutive tours shall be scheduled off between shift changes and at least six (6) consecutive tours shall be scheduled off following night duty.

Should a nurse be scheduled off for a shorter period of time, she/he shall be paid in accordance with Article 14.03 for all hours worked that should have been scheduled off. If a shorter period of time is agreed upon by mutual consent, Article 14.03 shall not be applicable.

- (c) Shift schedules for nurses shall be posted eight (8) weeks in advance, and cover a four (4) week period.
- (d) A request by a nurse for a change of scheduled working hours must be submitted in writing and be co-signed by the nurse willing to make the exchange. Such exchange must be approved by the Patient Care Manager or Patient Care Director or designate. Casual nurses will not be excluded from this exchange process.
- (e) There will be no split tours.

Full-time

- (9) In any two (2) week period, at least two (2) consecutive days *off* must be scheduled, twice, unless requested otherwise in writing by the nurse.

Full-time

- (g) (i) Nurses will not be scheduled to work less than two (2) consecutive days and not more than seven (7) consecutive days.

Part-time

- (ii) Nurses will normally be scheduled to work no more than five (5) consecutive days, and in any event, shall be scheduled to work no more than six (6) consecutive days, without at least *two* (2) days off thereafter, unless the nurse specifically requests otherwise.
- (h) The Employer will attempt to schedule the staff requirements over the Christmas and New Year's period so that equal opportunity for time *off* during this period will be provided for both regular part-time and full-time nurses. Where the Hospital determines there is opportunity to give Christmas and New Year's off, the opportunity will be given to the most senior nurse on the unit. Such time to include Christmas Eve and Christmas Day or New Year's Eve and New Year's Day. The Employer will advise each nurse of these days eight (8) weeks in advance. This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.
- (i) Where a nurse normally rotates, at least 50% of her/his tours shall be scheduled on the day tour in each two (2) posted schedules, unless requested in writing by the nurse. This may extend to four (4) posted schedules in the event of staff shortages.

- (j) A nurse requesting specific tours on a permanent basis shall be granted such request when possible, providing that such permanent shift personnel must rotate to the 0730 shift at least once yearly for a minimum of two (2) work weeks for assessment and evaluation. Such time to be arranged with the nurse, by the Manager of Nursing Practice.
- (k) A nurse will not be required to change shifts more than once during a work week unless in any emergency.
- (l) The midnight shift shall be the first shift of the day.
- (m) The Employer will endeavour to provide fifty percent (50%) of weekends off where the ratio of full-time and part-time staff permits.
- (n) Full-time nurses will not be scheduled for extra shifts, where a part-time nurse (regular or casual) from the same unit has previously indicated her/his availability on an availability list and is willing to work that shift. Regardless of the available list, shifts will be offered to part-time and casual prior to full-time nurses.

A part-time nurse need not be scheduled under this clause where it would result in premium payment to the nurse.

- (o) The Employer will make every effort to achieve the following:
 - (a) Nurses scheduled *off* on Christmas Day will also be scheduled *off* on Christmas Eve Day.
 - and
 - (b) Nurses scheduled off on New Year's Day will also be scheduled off on New Year's Eve Day,
 - (c) Nurses scheduled to work Christmas and New Years will be scheduled to work the opposite shift the following year. If a nurse is able to have the same stat off two (2) years in a row, this will be granted on the basis of seniority.

(q) Casual part-time nurses may declare on a bi-weekly basis their availability for work on specified shifts over the next two (2) weeks. The Hospital agrees to offer work on these tours to the casual part-time nurses before scheduling agency staff provided this does not result in payment of premium pay.

(r) Standby

Nurses working in areas required to be on standby will be assigned standby on an equitable basis. Standby shall not be scheduled on days off or vacation. The nurses will be provided with beepers.

1.2 (a) The Employer agrees to schedule regular part-time nurses according to the needs on the posted schedule on that unit. All regular part-time nurses shall be scheduled before any casual part-time nurses are utilized.

(b) Regular part-time nurses and casual nurses who wish to be considered for additional shifts shall so indicate to the Hospital on a periodic basis as stipulated by the Hospital. The Hospital shall assign such additional shifts to regular part-time nurses on the basis of seniority with first preferences given to nurses assigned to the unit. It is recognized that the Hospital shall not be required to assign any hours which may result in overtime or premium payment.

(c) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses from that unit on the basis of seniority.

1.3 Four Hour Tours

Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours), Article I.1 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, depending on the Unit needs.

(b) There shall be an equitable distribution of such tours among the part-time nurses expressing availability on the Unit.

(c) Nurses working less than 7.5 hour tours shall be granted the appropriate paid rest period.

1.4 Job Sharing

The Employer and Union agree to a job sharing arrangement for a trial period of six (6) months.

- (1) Job sharing request with regard to full-time positions shall be considered on an individual basis.
- (2) The division of hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager of Nursing Practice of the Unit. Job sharers shall not be pre-scheduled to work any tours outside of the tours of the full-time position.
- (3) The above schedule shall conform with the scheduling provisions of the full-time Collective Agreement.
- (4) Each job sharer may exchange shifts with her/his partner, as well as with other nurses, as provided by the Collective Agreement.
- (5) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

6. Coverage

- (a) It is expected that both job sharers will endeavour to cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
- (b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the central full-time and part-time agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, 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.

7. **All** other provisions covering job sharing are contained in the central part-time agreement.

8. Implementation

A job sharing arrangement will arise out of the filling of a vacant full-time position only when the Employer is unable to fill the full-time position on that basis. It will then be posted as a job sharing position and selection will be based on the criteria set out in the Collective Agreement.

9. An incumbent full-time nurse wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement. Other job sharing arrangements will be considered on an individual basis, after the six (6) month trial period.
10. If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her/his former status. If the remaining employee was previously full-time, the shared position will become her/his or his position. If the remaining employee was previously part-time and there is no part-time position available on the same unit, she/he or he shall exercise her/his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement..
11. Discontinuation

The job sharing arrangement may be discontinued with ninety (90) days notice. Upon receipt of such notice, a meeting will 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. Each job sharing arrangement will be reviewed annually by the incumbents and the Manager of Nursing Practice.

ARTICLE J - EXTENDED TOURS

- J.1 Extended tours may be introduced in areas in the Hospital for a six (6) month trial period where, by secret ballot conducted by the Hospital - Union Committee, seventy-five percent (75%) of the nurses in any unit indicate willingness to work within an extended tour schedule. Prior to voting for a six (6) month trial period, the proposed schedule shall be posted for four (4) weeks prior to voting. Following the six (6) month trial period, a secret ballot will be conducted by the Hospital - Union Committee and where seventy-five percent (75%) of the nurses effected by the extended tour arrangement indicate a desire to continue the extended tours, an extended tour work week may be adopted on a permanent basis. Nurses on the unit working 7.5 hour tours who, prior to the initial vote being taken, indicate a desire to continue working 7.5 hour tours, shall be accommodated within the extended tour schedule.

J.2 Scheduling

The following scheduling provisions shall apply to all nurses working the extended tour:

- (a) Not more than (3) consecutive extended tours shall be scheduled.
- (b) At least eleven and a quarter (11.25) hours time off will be scheduled between shifts.
- (c) The Employer will not schedule split shifts.
- (d) Shift schedules for nurses shall be posted four **(4)** weeks in advance, and shall cover a eight (8) week period.
- (e) A request by a nurse for change of scheduled working hours must be submitted in writing and be co-signed by the nurse willing to make the exchange and be approved by the Patient Care Manager or Patient Care Director or designate. Casual part-time nurses will not be excluded from this exchange process.
- (f) The Employer will schedule fifty (50%) percent of weekends as weekends Off.
- (g) Schedules will reflect a fifty (50%) percent distribution of shift.
- (h) In the event that this agreement fails to properly determine the basis of applying any term of the existing Collective Agreement, the parties agree that nurses working the extended hours' schedule should receive the equivalent benefits to which they would be entitled to had they been scheduled on the basis of the normal 7.5 hour shift.
- (i) The first [1st] shift of the day shall be the morning tour.

J.3 Evaluation

At the conclusion of the six (6) months the effectiveness of the extended tour schedule will be evaluated by the parties.

J.4 Notice Period for Discontinuation

Either party may, upon twelve (12) weeks' notice, terminate the agreement with respect to adverse patient care and failure to make a workable schedule. A longer daily tour shall be discontinued on any unit where seventy-five (75%) percent of the

nurses effected by the extended tour arrangement so indicate by secret ballot, conducted by the Hospital- Union Committee.

ARTICLE K - PREPAID LEAVE

- K.1 The number of nurses eligible to participate in the prepaid leave plan in any given year will be no more than fifteen (15) full-time nurses and fifteen (15) part-time nurses and not more than one (1) per unit except in units of more than thirty (30) full-time and part-time nurses combined, in which case there may be no more than two (2).

ARTICLE L - MODIFIED WORK

The Hospital will notify the President of the Local Nurses' Union of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D. The Hospital will provide to the Union a monthly list of all employees on the Modified Work Programs at the beginning of each month.

When it has been medically determined that an employee is unable to return to the full duties of her/his 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.

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 M - VIOLENCE

- M.1 The parties recognize that the employees may be exposed to unwanted behaviour from others in the workplace, and that such behaviour may result in injury and / or emotional distress to an employee,

The Hospital agrees to continue its development of explicit policies and procedures to deal with such situations, and shall submit such policies to the Occupational Health and Safety Committee for review.

The Joint Occupational Health and Safety Committee shall concern itself with these matters and shall make such recommendations as it deems appropriate.

DATED AT TORONTO, THIS 17th DAY OF NOVEMBER, 1998.

FOR THE HOSPITAL

R Jean Lussie

Cheryl Ames

Shelly Matthews

Mary Lou Fiskend

D. Goule

FOR THE UNION

Sherrille Franklin

Sean Brockell

Lutz Casagrande

Marie L. O'Connor

Suzie Hearwood

Carol J.

D. Scrogg

LETTER OF UNDERSTANDING

BETWEEN

SCARBOROUGH GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

AND

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

Re: SCRUB DRESSES

The Employer agrees during the term of the Collective Agreement to provide the following:

- Scrub Dresses and/or pant outfit supplies and laundered

Operating Room
Recovery Room
PACU
Case Room/Mother Baby (during cross training period)
- Uniform Allowance of \$72.00 per year (full-time) and \$36.00 per year (part-time)

ICU
Case Room
Emergency Room

(in January 1998 there will be a one time double payment of the allowance - \$144.00 full-time and \$72.00 part-time for applicable Registered Nurses and the Hospital will arrange for a Uniform sale).

With respect to nurses working on Tower 9 - disposable scrub dresses will be made available by the Hospital.

DATED AT TORONTO THIS 17th DAY OF NOVEMBER 1998.

FOR THE HOSPITAL

M Jean Innie

Cheryl Arns

Shelly Matthews

Margaret Kneeland
P. Gou

FOR THE UNION

Sherrill Franklin
Lester Brockell

Arthur Cavagnolo

Maria L. O'Connor
Sheila Yearwood

Carol J. [Signature]
D. Scavaggio

LETTER OF UNDERSTANDING

BETWEEN

SCARBOROUGH GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

AND

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

RE: SCHEDULING ISSUES

The parties agree to begin to address these issues within the next 90 days through a joint Union Management Task Force co- chaired by Jean Irvine and Susan Brickell

The Task Force will examine identified issues and make recommendations.

DATED AT TORONTO THIS 17th DAY OF NOVEMBER, 1998.

FOR THE EMPLOYER

Jean Irvine
Cheryl Amo
Shelley Matthews
Tracy Ann Henderson
P. Rowe

FOR THE UNION

Sherrill Franklin
Susan Brickell
Luth Craughaley
Marie O'Connor
Shirley Yearwood
Carol [Signature]
DSL [Signature]