

COLLECTIVE AGREEMENT

BETWEEN

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

AND

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

EXPIRY: MARCH 31, 2004

DATED AT PARRY SOUND, Ontario, this 14 day of February, 2003.

FOR THE HEALTH CENTRE

[Signature]

Bill

Thomas Rep

FOR THE ASSOCIATION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

Parsons

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 "Union"]

APPENDIX 3**SALARY SCHEDULES****REGISTERED NURSE**

	<u>April 1/01</u>	<u>April 1/02</u>	<u>April 1/03</u>
Start	\$21.12	\$21.75	\$22.44
1 Year	\$21.95	\$22.61	\$23.33
2 Years	\$23.10	\$23.80	\$24.56
3 Years	\$24.25	\$24.97	\$25.77
4 Years	\$25.40	\$26.16	\$27.00
5 Years	\$26.83	\$27.64	\$28.52
6 Years	\$28.26	\$29.11	\$30.04
7 Years	\$29.71	\$30.60	\$31.58
8 Years	\$31.45	\$32.71	\$33.75

NOTE 1:

The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without specific references to male comparators. It is understood and agreed that the parties will take into consideration the issue of Pay Equity when tabling proposals through the normal course of collective bargaining.

CHARGE NURSE**EFFECTIVE:**

	<u>April 1/01</u>	<u>April 1/02</u>	<u>April 1/03</u>
Start	\$22.21	\$22.88	\$23.61
1 Year	\$23.05	\$23.74	\$24.50
2 Years	\$24.19	\$24.92	\$25.72
3 Years	\$25.34	\$26.10	\$26.94
4 Years	\$26.49	\$27.28	\$28.15
5 Years	\$27.93	\$28.77	\$29.69
6 Years	\$29.37	\$30.25	\$31.22
7 Years	\$30.80	\$31.72	\$32.74
8 Years	\$32.56	\$33.86	\$34.94

APPENDIX 3

SALARY SCHEDULES

GRADUATE NURSE

EFFECTIVE:

	<u>April 1/01</u>	<u>April 1/02</u>	<u>April 1/03</u>
Start	\$19.84	\$20.44	\$21.09
1 Year	\$20.63	\$21.25	\$21.93
2 Years	\$21.95	\$22.61	\$23.33
3 Years	\$22.79	\$23.47	\$24.22
4 Years	\$23.88	\$24.60	\$25.39
5 Years	\$25.22	\$25.98	\$26.81
6 Years	\$26.55	\$27.35	\$28.23
7 Years	\$27.92	\$28.76	\$29.68
8 Years	\$29.55	\$30.73	\$31.71

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 post-graduate 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 (CHURCHST.SITE)

- (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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LOCAL PROVISIONS

ARTICLE A - RECOGNITION AND DEFINITIONS

A-1 The Employer recognizes the Union 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.

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.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Union 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 Union 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 may be the subject of a grievance and dealt with as herein provided.
- (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 Union of changes in rules. The Union 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 - UNION REPRESENTATION

C-1 Nurse Representatives

The Employer acknowledges the right of the Union 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 Union 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-Union Liaison Committee

There shall be a Hospital-Union Liaison Committee comprised of four (4) representatives of the Hospital, one (1) of whom shall be the Director of Nursing or her/his designate, and four (4) representatives of the Union, one (1) of whom shall be the Bargaining Unit President or her/his 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 Union, one (1) of 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 Bargaining Unit.

C-5 Professional Development Committee

There shall be three (3) Association representatives, appointed by the Bargaining Unit, on the Professional Development Committee.

C-6 The Employer shall continue its present practice of meeting with the general staff nurses to discuss matters of mutual concern.

C-7 The Hospital agrees that an Officer of the Union or nurse representative shall be allowed a reasonable period of time within regular working hours to interview a newly hired nurse during her/his orientation period.

ARTICLE D – SENIORITY

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

ARTICLE E - LEAVE OF ABSENCE

E-1 Union Business

Leave of absence for Union business, under 11.02 of the Central Agreement, up to an aggregate full-time/part-time bargaining unit total of sixty (60) days during each twelve (12) month term of this Agreement shall be granted provided that, except in unusual circumstances, four (4) weeks' advance notice is given to the Employer prior to the expected date of the commencement of such leave of absence

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 Union business at any one (1) time.

In addition, should a member of the Bargaining Unit be elected to the position of Local Co-ordinator, as outlined in Article 1 102, a total of fifteen (15) days will be added to the total leave days available.

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 Union and the Hospital.

E-3 The Employer will pay the Bargaining Unit President or designate at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours. It is understood that such meeting shall be formally arranged and mutually agreed.

ARTICLE F - PAID HOLIDAYS

F-1 (a) The following holidays are those designated in Article 15 of the Central Agreement:

New Year's Day	Civic Holiday
2 nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2 nd Monday in November
Victoria Day	Christmas Day
Dominion Day	Boxing Day

(b) Full-time nurses' lieu days may be scheduled ninety (90) 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.

A nurse will be able to use one-half ($\frac{1}{2}$) of a lieu day off with pay in conjunction with other time off in order to book off a full-extended tour.

(c) Casual part-time nurses required to work on any of the holidays defined by the ***Employment Standard Act*** shall be paid one and one-half times their regular straight time hourly rate for all hours worked on such holidays.

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.

F-4 The Hospital will attempt to schedule a part-time nurse off on a holiday when such holiday is in conjunction with her/his weekend off, unless otherwise mutually agreed. If the part-time nurse works the weekend preceding the paid holiday, she/he shall work on the paid holiday as well unless otherwise mutually agreed. This applies only to the posted schedule.

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. Full-time vacation shall be separate and apart from part-time vacation, except on units where only one (1) nurse may be off at a time.
- (e)
 - i) A vacation request sheet on which nurses may make requests for the entire vacation year shall be posted from February 1st until February 21st. The finalized vacation list shall be posted by March 15th.
 - ii) A vacation request is defined as a continuous period of time, not less than one (1) week. Article G – 2 (a) will apply for the time between June 15th to September 15th. Requests made cannot total more than a nurse's vacation entitlement.
 - iii) Nurses who wish their seniority to apply to their vacation requests shall make such request on the vacation request sheet. Requests must be ranked in order of preference.
 - iv) Vacations will be granted by preference, in order of seniority, until every nurse making requests has been granted one (1) vacation period. If a nurse cannot be granted any of her/his requests submitted, every reasonable effort will be made to contact her/him for alternative vacation requests before granting the vacation request of a less senior nurse.
 - v) After preferred vacations have been granted remaining vacation requests on the vacation request sheet will be granted to the most senior nurse requesting that period. Once a nurse has been granted a vacation time, based on her seniority, she may not use her seniority to change that request or to make a second request.
- (f) Requests for vacation made other than by the vacation request sheet shall be submitted in writing at least one (1) week in advance of the posting of the schedule during which the requested time occurs and no later than December 1st for all outstanding vacation entitlement. Such vacation time shall be granted on a first [1st] come basis. The finalized vacation list will be posted by December 31st. Vacation time off not requested by December 1st 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 vacation requests made via the vacation request sheet, 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/his request is approved or denied.

- (j) If a nurse requests to cancel an approved vacation, she must submit the request, in writing, to her immediate supervisor at least two (2) weeks in advance of the posting of the schedule during which the approved vacation was to occur. If approved, rebooking of the cancelled vacation time shall be done in accordance with G – 2 (f).

G-3 If so requested in writing two (2) weeks in advance of the pay day immediate preceding the commencement of a full-time nurse's vacation, vacation pay shall be computed so that a nurse will receive the amount of money normally earned over her/his regular work schedule. It shall be included in the salary cheque issued immediately preceding the commencement of vacation.

G-4 The Hospital shall grant full-time nurses 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/his immediate supervisor, nurses with lieu time banked may utilize such time in place of approved vacation time.

- G-6 (a) Part-time nurses will be paid their vacation pay on each pay.
- (b) Vacation time off without pay shall be requested in accordance with G – 1 and G – 2. Regular part-time vacation entitlement for unpaid time off is as follows:

six percent (6%) pay	-	three (3) weeks time off
eight percent (8%) pay	-	four (4) weeks time off
ten percent (10%) pay	-	five (5) weeks time off
twelve percent (12%)	-	six (6) weeks time off.

ARTICLE H - HOURS OF WORK

H-1 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-2 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/he 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 - 2, a weekend shall consist of at least sixty-four (64) consecutive hours off work from the completion of the Friday Day Tour to the commencement of the nurse's 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-3 (a) For the purposes of Article 14.09 of the Central Agreement, time off in lieu of overtime and call back from standby must be taken within ninety (90) days of time worked.

If lieu time off is not taken within a ninety (90) day period, payment will be in accordance with Article 14.09 of the Agreement unless the nurse notifies the Hospital, in writing, that she/he elects to accumulate not more than forty-five (45) hours of lieu time off to be taken at a time mutually agreed not later than March 31st of the current fiscal year. If such an election is made the balance of the lieu time that is not taken during the aforesaid ninety (90) day period shall be paid in accordance with the said Article.

Failing agreement of the nurse and the Hospital as to when the forty-five (45) 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.

- (b) Operating Room regular part-time nurses and other part-time nurses doing a temporary full-time position shall be allowed to accumulate overtime and call back from standby, bank it and use it in accordance with (a) above.
- (c) Accumulated overtime hours shall not be scheduled by the Employer unless at a mutually agreeable time to the nurse.

- (d) Should lieutime 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.

H-4

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 and not more than six (6) consecutive nights.
- (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) 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.
- (h) No more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed.
- (i) The midnight shift is the first [1st] shift of the day.
- (j) No less than two **(2)** consecutive tours off between changes of shift.
- (k) Scheduling regulations found in H - 3, H - 5 and H - 6 may be waived between December 15th and January 15th in order to accomplish Christmas/New Year's schedules.

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/he shall receive premium payment at time and one-half (1½) for all shifts in violation of this clause.

Each nurse will be advised of their time five (5) weeks in advance.

- (l) 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.
- (m) The regular part-time commitment to be available shall be as follows:
 - i) A minimum of forty-five (45) hours per two (2) week pay period;
 - ii) Fifty-two (52) weeks per year less the employee's number of weeks of vacation entitlement;
 - iii) Work Christmas or New Year's, part-time staff will alternate Christmas or New Year's each year unless otherwise mutually agreed;
 - iv) Work no more than fifty percent (50%) of the paid holidays;
 - v) Work her/his pre-scheduled shifts unless other arrangements are made;
 - vi) Available to work two (2) out of four (4) weekends;
 - vii) This commitment is not to be construed as a guarantee of work.
- (n) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- (o) The Hospital shall distribute the available shifts for a specific unit to the regular part-time on the unit by seniority as follows:
 - i) The Hospital shall schedule the most senior regular part-time nurse three (3) tours in the two (2) week pay period. The Hospital shall then schedule the next most senior regular part-time nurse three (3) tours in the two (2) week pay period and so on, until each regular part-time nurse has been scheduled three (3) tours or until all shifts have been assigned. After each nurse in the unit has received three (3) tours, the senior nurse, and each subsequent nurse, on the basis of seniority, will equitably receive an additional tour(s). Tours will be

distributed in this manner until all regular part-time nurses assigned to the unit have received their part-time commitment.

- ii) All shifts remaining unassigned on each unit shall first [1st] be distributed amongst regular part-time nurses from other units, able to do the available work, based on seniority, who have not been scheduled up to their commitment.
- (q) When regular part-time nurses on all units have been given the opportunity to work up to their commitment, the Hospital will offer any additional tours to regular part-time nurses on the basis of seniority. Job sharers shall be offered any unassigned tours, on the basis of seniority, after tours have been offered to regular part-time nurses and prior to offering tours to casual nurses.

The above scheduling shall be subject to the following:

- i) Nurses who wish to be considered for additional tours must indicate their willingness to work additional tours, in writing, to their immediate supervisor on a quarterly basis.
- ii) **A** tour will be deemed to be offered whenever a call is placed.
- iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
- v) Provided that they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice.

H-5

Extended Tour Schedules

- (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.

Should a nurse be required to work three **(3)** consecutive weekends or more, she/he 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:

- 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 shift with another nurse.

A weekend is defined as a minimum of five **(5)** consecutive extended tours off, which shall commence not later than **2000** hours on Friday.

- (c) Nights shall be the last shift of the day.
- (d) The Hospital will endeavour not to require a nurse to change tours more than once during a week, unless otherwise mutually agreed.
- (e) No more than two **(2)** consecutive weeks will be scheduled on the night tour, unless mutually agreed.
- (f) 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.
- (g) No split shifts will be scheduled.
- (h) Schedules will be posted two **(2)** weeks in advance for a 4-week period. Requests will be submitted one (1) week prior to posting.
- (i) Scheduling regulations found in H – 2, H – 4 and H – 5 may be waived between December 15th and January 15th in order to accomplish Christmas/New Year's schedules.

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/he shall receive premium payment at time and one-half (1½) for all shifts in violation of this clause.

Each nurse will be advised of their time five **(5)** weeks in advance.

- (j) 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.

- (k) 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.
- (l) When notice of discontinuance is given by either party, then:
 - i) the parties shall meet within two (2) weeks of the given 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 six (6) weeks notice before the schedules are so amended.
- (m) Following the trial period, the extended tour arrangement will be continued upon agreement of the Hospital.

Extended tours may be discontinued on any unit when:

- i) more than fifty percent (50%) of the nurses in the Unit so indicate by secret ballot; or
- ii) the Hospital, because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the compressed work week scheduling.

When notice of discontinuance is given by either party following the trial period, then clause H- 5 (l) shall apply.

- (n) 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.

H-6

- (a) The employer agrees that standby will be distributed as equitably as possible among the qualified employees who normally perform the work. It is understood that different unit/programs will distribute standby by differing processes according to the unit/program requirements.

- (b) Employees may exchange or give away standby duty with the mutual consent of employees involved and the approval of the Manager.
- (c) An employee who is called in to work and:
 - i) works a minimum of four hours; and
 - ii) works to 0330 hours or beyond, and
 - iii) is scheduled for the next shift will be permitted leave with pay for that part of the next shift to allow 12 hours between the end of the call in assignment and the commencement of work on the regularly scheduled shift.
- (d) In the event an employee is required to work for a period greater than sixteen **(16)** hours, the employer shall make reasonable efforts to relieve that employee from duty.
- (e) The employer shall provide pagers for the use by employees who are required to assume standby duty.

H-7 If a nurse is to be reassigned to work on another unit for a partial or single shift, the nurse who shall be reassigned, if no nurse volunteers, is the most junior nurse (full-time or part-time) of the nurses on the unit for that shift, provided that the nurse is able to do the work available.

ARTIC I – MISCELLANEOUS

- I-1 The Employer will arrange to provide space on a bulletin board on each floor, and one (1) at the Church Street Site, which may be used by the Union for posting notices of Union meetings or other Union activities. The nature of the postings will not offend the spirit of mutual co-operation between the Union 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 Union 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 Aggression in the Workplace
 - (a) Any nurse who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.
 - (b) The parties agree that if incidents involving aggressive client action occur, that such action will be recorded and reviewed at the Occupational Health

and Safety Committee. Reasonable steps within the control of the Employer will be followed to address the legitimate health and safety concerns of employees presented in that forum.

- (c) The Hospital will consider for payment requests for reimbursement for damages incurred to the nurse's personal property, e.g. eye glasses, ripped uniforms, personal clothing, etc., during the performance of her/his duties. Such payment shall not be unreasonably denied.
- (d) The Hospital, with the nurse's consent, will inform the Union within twenty-four (24) hours of any nurse who has been assaulted while performing her/his work. Such information shall be submitted, in writing, to the Union 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 When filling temporary full-time vacancies of six (6) or more month's duration, the Hospital shall consider full-time nurses, who have expressed an interest to fill such vacancies, at the same time as regular part-time nurses, on the basis of seniority, in accordance with 10.06 (d). If a full-time nurse is given the temporary full-time vacancy, any subsequent vacancy shall be filled by a regular part-time nurse or otherwise in accordance with Article 10.06 (d).

I-7 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits through post-dated cheques provided on a yearly basis.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses each time the benefit costs are renegotiated by the Employer.

- I-8 In accordance with Article 10.07 (b), the Health Centre will make reasonable efforts to notify the unsuccessful applicant prior to the name of the successful applicant being posted.

ARTICLE J - PAID PARKING

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

ARTICLE K - MODIFIED WORK/RETURN TO WORK IS

- K-1 The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury/illness 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/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a designated member or delegate of the Bargaining Unit 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 Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- K-4 The Hospital and the Union recognize that the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled in order to enable their early and safe return to work.

The parties undertake to attempt to provide safe and meaningful employment for both permanently or temporarily disabled nurses.

In order to return a worker with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to, modifications to the job or work station, reorganization of the work, and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job or alternative suitable work.

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/his evening or night shift.
- L-2 A nurse, who has been off due to illness for three (3) or more consecutive days, will give a progress report to her/his 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 and/or other regulated health professional 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/his 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. Where the amount of the error is greater than \$100.00, the employee shall be paid as soon as possible, following verification of the error. Otherwise, the correction will take place on the next pay.

ARTICLE N - JOB H

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/his 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 for Illness, Vacation, LOA's
 - (a) Both job sharers will attempt to cover each other's incidental illnesses. If one cannot cover the other, the Unit Supervisor must be notified in the usual manner to book coverage. Job sharers will endeavour to cover each other's planned absences, including vacation, of up to three consecutive weeks duration unless extenuating circumstances prevent coverage.

(b) Pregnancy and Other Leaves of Absences

In the event that one member of the job sharing arrangement goes on a leave of absence, the coverage will be negotiated with the Unit Supervisor, but it is expected that the remaining member of the position should be prepared to cover as much as possible of the absence.

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 Agreement.
- (b) Any incumbent full-time nurse wishing to share her/his position, may do so without having her/his half (1/2) 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/his 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/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

N-8

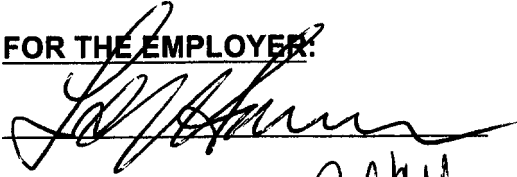
Discontinuation

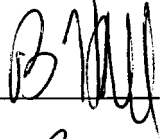
Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or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

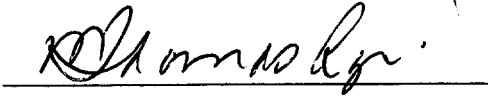
SIGNING PAGE - LOCAL ISSUES

DATED AT PARRY SOUND, ONTARIO, THIS 14th DAY OF February 2003.

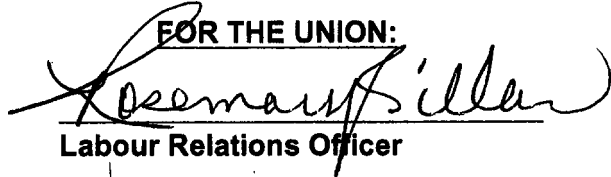
FOR THE EMPLOYER:

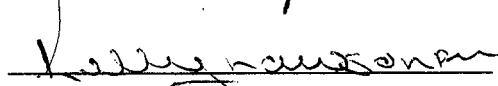




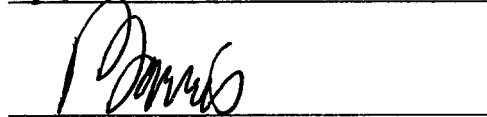


FOR THE UNION:


Labour Relations Officer







LETTER OF UNDERSTANDING

Between

WEST PARRY SOUND HEALTH CENTRE
(hereinafter referred to as the "Hospital")

And

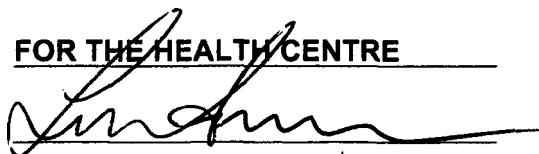
ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

RE: INNOVATIVE SCHEDULES AND UNIT WEEKEND SCHEDULES

The parties agree that if they mutually agree to implement Innovative Schedules and/or Unit Weekend Schedules, they will meet to negotiate the manner in which the schedules will be implemented and any other matters which need to be resolved concerning the schedules.

SIGNED AT PARRY SOUND, ONTARIO, THIS 14th DAY OF February, 2003.

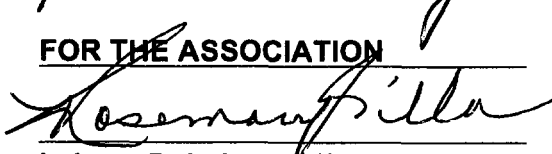
FOR THE HEALTH CENTRE

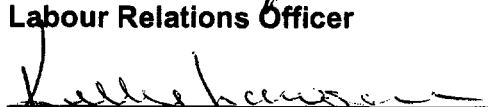




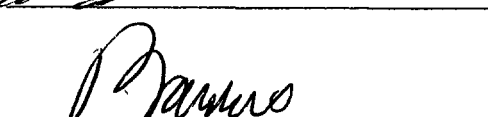


FOR THE ASSOCIATION


Labour Relations Officer







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: VOLUNTARY PART-TIME BENEFITS

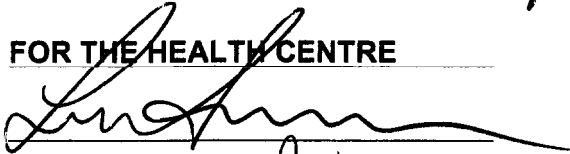
The parties agree to provide part-time nurses access to the following benefits:

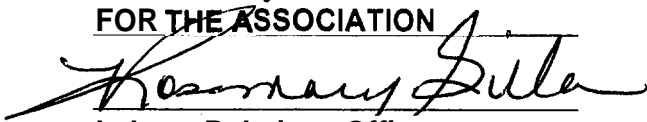
Semi-private, extended health care and dental benefits. It is understood that this access will be in accordance with the terms and conditions of the plans of the same basis as is provided to active, full-time employees. It is understood that the nurse will pay one hundred per cent (100%) of the benefit premiums, in advance, through post-dated cheques, dated the first (1st) of each month, provided on a yearly basis. Eligible part-time nurses will be permitted to enter the plans at the earliest opportunity after ratification in accordance with the terms and conditions of the plans.

Dated at Parry Sound, Ontario, this 19th day of February, 2003.

FOR THE HEALTH CENTRE

FOR THE ASSOCIATION




Labour Relations Officer

