

COLLECTIVE AGREEMENT

Between:

GROVES MEMORIAL COMMUNITY HOSPITAL  
(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2011

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### APPENDIX 3

#### SALARY SCHEDULES

A Registered Nurse shall be compensated in accordance with Article 19.01 (a).

Articles 19.01(a) and (d) apply to nurses only.

19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

#### Registered Nurse

	<b>April 1, 2008</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

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 any specific reference 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.

(Articles 19.01(b) and 19.01 (c) apply to part-time nurses only)

(b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

(c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-

time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enroll in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

**APPENDIX 3**

**SALARY SCHEDULES**

Classification – Temporary Registration

	<b>April 1, 2008</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>
Start	25.58	26.34	27.13
1 Year	26.11	26.90	27.70
2 Years	26.57	27.36	28.18

## APPENDIX 3

**SALARY SCHEDULE - FULL-TIME AND PART-TIME****HOURLY RATES**

Occupational Health/Infection Control Co-ordinator  
Patient Educator

	<b>April 1, 2008</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>
Start	28.62	29.48	30.36
1 Year	29.01	29.88	30.78
2 Years	29.47	30.35	31.26
3 Years	30.91	31.84	32.80
4 Years	32.36	33.33	34.33
5 Years	34.13	35.16	36.21
6 Years	35.96	37.04	38.15
7 Years	37.79	38.92	40.09
8 Years	40.50	41.72	42.97
25 Years	41.22	42.45	43.73

Nurse Practitioner

	<b>April 1, 2008</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>
Start	41.64	42.89	44.18
1 Year	41.64	42.89	44.18
2 Years	41.64	42.89	44.18
3 Years	42.15	43.41	44.71
4 Years	43.13	44.42	45.75
5 Years	44.10	45.42	46.78
6 Years	45.08	46.43	47.82
7 Years	46.05	47.43	48.85
8 Years	47.19	48.60	50.06
25 Years	48.01	49.45	50.94

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**APPENDIX 4**

**SUPERIOR CONDITIONS - FULL-TIME**

## **APPENDIX 5**

### **ARTICLE A - RECOGNITION AND DEFINITIONS**

- A-1           The Hospital recognizes the Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses engaged on a full-time basis in a nursing capacity by the Groves Memorial Community Hospital, save and except Head Nurses and persons above the rank of Head Nurse.
- A-2           The Hospital recognizes the Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses engaged to work less than five (5) full tours on the average week, engaged in a nursing capacity by the Groves Memorial Community Hospital, save and except Head Nurses and persons above the rank of Head Nurse.
- A-3           "Manager" or "Immediate Manager", when used in this Agreement, shall mean the first supervisory level excluded from the Bargaining Unit.
- A-4           It is agreed that the position of Unit Manager is the current title of the Head Nurse classification as cited above.

### **ARTICLE B - MANAGEMENT FUNCTIONS**

- B-1           The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a)           maintain order, discipline and efficiency;
  - (b)           hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c)           determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
  - (d)           generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the

number of personnel required, methods, procedures, and equipment in connection therewith;

- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses, which are not inconsistent with the provision of this Agreement.

B-2 These rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

### **ARTICLE C - NURSE REPRESENTATION AND ASSOCIATION COMMITTEE**

#### **C-1 Nurse Representatives**

There shall be four (4) nurse representatives, one (1) each from the following areas of the Hospital:

- (a) Medical/SCU
- (b) First Floor (Surgical/Obstetrical/Continuing Care)
- (c) Operating Room
- (d) Emergency

Both Full-time and Part-time nurses under this Agreement will be represented in accordance with this provision.

#### **C-2 Grievance Committee**

There shall be a Grievance Committee composed of not more than three (3) nurses.

#### **C-3 Negotiating Committee**

There shall be a Negotiating Committee composed of not more than two (2) Full-Time nurses and one (1) Part-Time nurse.

#### **C-4 Hospital- Association Committee**

- (a) This Committee shall be composed of two (2) representatives of the Association, one (1) of whom shall be the Bargaining Unit President or designate in her absence, and two (2) representatives from the Hospital, one (1) of whom shall be the Director of Clinical Operations or her appointee. The membership of the Committee may be expanded by mutual consent.

- (b) The Employer will pay the Bargaining Unit President at her/his regular straight time hourly rate for all time spent attending committee meetings with the Employer outside her/his regularly scheduled hours.

C-5 Interview

The interview provision as provided for in Article 5.06 will be scheduled during the nurses' orientation period at a time agreed between the Bargaining Unit President, or designated floor representative, and the appropriate manager.

C-6 Scheduling Committee

This Committee shall be a function of the Hospital-Association Committee and shall examine scheduling/staffing patterns on units brought to its attention and shall review suggested changes to current schedules or staffing on a unit basis.

Where the Committee finds significant change(s) to be proposed, it may require a vote of the nurses on the unit to be held.

**ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS**

- D-1 Leave of absence for Association business shall be given up to an aggregate maximum for all full-time nurses of fifty (50) days during any calendar year, provided adequate notice is given to the Hospital. It is agreed that not more than two (2) full-time nurses shall be absent on such leave at the same time.
- D-2 Leave of absence for Association business shall be given up to an aggregate maximum for all part-time nurses of twenty (20) days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than one (1) part-time nurse shall be absent on such leave at one time.
- D-3 Should the Local Co-ordinator be an employee of the Hospital, she/he shall be provided with the required leave of absence days to perform that function and the days required and the total number of nurses absent shall be included in the provisions specified in D-1 and D-2 above.

**ARTICLE E - HOURS OF WORK – SCHEDULING**

E-1 Rest Periods and Meal Period

The rest periods and meal period as provided for in Article 13.01 (a) and (b) will be scheduled at the discretion of the Hospital.

E-2 Schedules shall be posted four (4) weeks in advance and shall cover either a four (4) week period or a six (6) week period, depending upon the Union master schedule. Requests for specific days off shall be submitted to the Unit Manager, or designate, at least two (2) weeks in advance of the posting date. Changes to the posted work schedule will be brought to the attention of the individual Nurse concerned.

E-3 Full-Time Only

- (a) The Hospital shall ensure each nurse at least every second weekend off.
- (b) Nurses will not be required to work more than seven (7) consecutive days except by mutual consent.
- (c) A nurse shall not be required to work with less than three (3) tours of duty off between the completion of one (1) tour and the start of the next tour when changing tours.
- (d) A nurse shall not be required to work with less than six (6) tours of duty off when the tour of duty is changed following night duty.
- (e) A nurse shall receive not less than five (5) consecutive days off at either Christmas or New Year's unless the nurse requests otherwise. This shall not apply to nurses who work in areas which are not normally required to work on weekends and paid holidays. The normal scheduling conditions may be waived to accommodate this special arrangement between December 15th and January 15th. For the purpose of this Article, Christmas shall be defined as December 24th, 25th and 26th; and New Year's as December 31st, January 1st and 2nd.
- (f) Requests for a change in posted time schedules must be in writing and co-signed by the nurse willing to exchange days or tours of duty. It is understood that such change in a tour of duty initiated by the nurse and approved by the Hospital shall not result in overtime payment to any of the nurses affected by such change.
- (g) Nurses will be paid premium pay as provided for in Article 14.03 for any work performed in violation of (a), (b), (c), (d), and (e) of this clause.
- (h) A weekend off shall be defined as fifty-six (56) consecutive hours off work from the last shift worked on Friday until the first shift worked on Monday.

E-4 In accordance with Article 14.09 of the Central Agreement where a nurse has opted for "time off equivalent to the applicable overtime rate [i.e. where the applicable rate is time and one-half (1½), then time off shall be at time and one-

half (1½)]. Such time off for full-time nurses shall be scheduled at mutually agreeable time. For part-time nurses, such accumulated time shall be used as a deferred payment bank to be accessed during reduced earning periods. Such accumulated time shall not exceed thirty-seven and one-half (37.5) hours. All hours in excess of thirty-seven and one-half (37.5) hours shall be paid out at the applicable rate [i.e. time and one-half (1½) and include percent (%) in lieu for part-time].

E-5 It is understood and agreed that, in accordance with Article 13.01, the following does not form any guarantee of work or schedule. Nurses employed on a regular part-time basis shall be available to work as follows:

- (a) For at least three (3) tours per week;
- (b) For three (3) shifts of duty;
- (c) For two (2) weekends (Saturday and Sunday) in every four (4) week period;
- (d) For either Christmas (December 24, 25 and 26) or New Year's (December 31, January 1 and 2).
- (e) A regular part time nurse shall receive not less than five (5) consecutive days off at either Christmas or New Year's unless the nurse requests otherwise. This shall not apply to nurses who work in areas which are not normally required to work on weekends and paid holidays. The normal scheduling conditions may be waived to accommodate this special arrangement between December 15<sup>th</sup> and January 15<sup>th</sup>. For the purpose of this Article, Christmas shall be defined as December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>; and New Year's as December 31<sup>st</sup>, January 1<sup>st</sup> and 2<sup>nd</sup>.

NOTE: Nurses currently on staff and who currently only work two (2) shifts shall continue to be allowed to do so.

E-6 Nurses employed on a casual part-time basis will make their availability or change in their availability known to their Manager.

E-7 The schedule shall provide for a minimum of two (2) tours off from the completion of one tour and the commencement of the next tour unless otherwise agreed to by the nurse.

E-8 A full-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second and subsequent consecutive weekend save and except where:

- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.

E-9 The Hospital shall schedule each regular part-time nurse every second weekend off. Should a regular part-time nurse work on her scheduled weekend off, she shall receive premium payment as provided in Article 14.03 for all hours worked on such weekend save and except where:

- (a) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
- (b) such nurse has requested weekend work, or
- (c) such weekend is worked as a result of an exchange of shifts with another nurse.

E-10 Should a Casual part time Nurse work on a fourth (4) consecutive weekend, she shall receive premium payment as provided in Article 14.03 for all hours worked on such weekend save and except where:

- (a) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
- (b) such nurse has requested weekend work, or
- (c) such weekend is worked as a result of an exchange of shifts with another nurse.

E-11 All work available in a unit at the time, will be assigned prior to the posting of the schedule. All regular part time nurses on a unit will be offered hours up to their commitment before any casual part time nurses are utilized. Further available shifts will be offered to regular and casual part time nurses who have indicated their availability on the same basis as the following:

Additional shifts which become available after the schedule is posted (including short notice call ins) will be first offered to the regular part time nurses who do not have their commitment filled.

Then, shifts will be offered first to casual nurses on the basis of rotational seniority. Casual nurses scheduled hours shall not normally exceed the regular part time commitment.

Then, additional available shifts shall be offered to regular part time, then job sharers, then casual part time on an equitable basis, by seniority.

Regular part time and casual part time nurses shall not normally exceed thirty-seven and a half (37.5) hours in a week.

No response or a decline counts as a shift offered.

It is recognized the Hospital shall not be required to assign any hours which may result in overtime premium pay.

- E-12 (a) In accordance with Article 14.10 Full-Time, 14.09 Part-Time the defined hours of a night and evening shift are as follows:

Evening shift - 1530 - 2330 hours

Night shift - 2330 - 0730 hours

- (b) In accordance with Article 14.15 Full-Time, 14.14 Part-Time the 48 hour weekend period will be from 2330 hours Friday until 2330 hours Sunday.

E-13

Extended Tours

- (a) Extended tours shall be introduced into any unit when:
- i) Eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
  - ii) The Hospital agrees to implement the extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
- i) Sixty percent (60%) of the nurses in the unit so indicate by secret ballot; or
  - ii) By the Hospital, when the extended tours
    - A) has adverse effects on patient care, or
    - B) results in inability to provide workable staffing schedule, or
    - C) for other reasons which are neither arbitrary nor unreasonable.

- (c) When notice of discontinuation is given by either party then:
  - i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) Where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where the nurses in a given unit(s) are in favour, and where the Hospital is also in agreement.

Following the trial period, the extended tour arrangement will be continued if a subsequent vote achieves the support of eighty percent (80%) of the nurses and with the agreement of the Hospital.
- (e) A nurse may not work any more than three (3) extended tours in succession, unless an individual nurse makes a written request to work up to four (4) consecutive tours on a regular basis. This provision is not intended to alter the practice of scheduling over Paid Holiday weekends.
- (f) Break time (meal and rest) for twelve (12) hour tours will be for a total of forty-five (45) minutes paid time and forty-five (45) minutes unpaid time. The actual scheduling of the breaks shall be by the usual practice.
- (g) All scheduling provisions not amended above shall continue to apply and all premiums for violation of scheduling provisions shall continue to apply.

E-14

Extended/Hybrid Tours

For the purposes of this article, Hybrid Schedule is defined as one that results in a nurse working a combination of extended tours (11.25 hour tours), normal tours (7.5 hour tours) and short hour tours (4.0 hour).

- (a) Extended or Hybrid tours shall be introduced into any unit when:
  - i) Eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
  - ii) The Hospital agrees to implement the extended or hybrid tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended or Hybrid tours may be discontinued in any unit when:

- i) Sixty percent (60%) of the nurses in the unit so indicate by secret ballot; or
  - ii) By the Hospital, when the extended or hybrid tours
    - A) has adverse effects on patient care, or
    - B) results in inability to provide workable staffing schedule, or
    - C) for other reasons which are neither arbitrary nor unreasonable.
- (c) When notice of discontinuation is given by either party then:
- i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) Where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) The extended or hybrid tour arrangement will be implemented on a trial basis for a period of six (6) months where the nurses in a given unit(s) are in favour, and where the Hospital is also in agreement.

Following the trial period, the extended or hybrid tour arrangement will be continued if a subsequent vote achieves the support of sixty percent (60%) of the nurses and with the agreement of the Hospital.

- (e) Nurses who work extended or hybrid tour schedules shall not work consecutive tours of more than:
- i) three (3) extended tours (11.25) in succession, unless an individual nurse makes a written request to work up to four (4) consecutive extended tours (11.25) on a regular basis. This provision is not intended to alter the practice of scheduling over Paid Holiday weekends.
  - ii) two (2) extended tours (11.25) and two (2) normal daily tours (7.5) in succession
  - iii) three (3) normal daily tours (7.5) and one extended tour (11.25) in succession

- (f) Break time (meal and rest) for twelve (12) hour tours will be for a total of forty-five (45) minutes paid time and forty-five (45) minutes unpaid time. The actual scheduling of the breaks shall be by the usual practice.
- (g) All scheduling provisions not amended above shall continue to apply and all premiums for violation of scheduling provisions shall continue to apply.

**ARTICLE F - PAID HOLIDAYS**

F-1 The following shall be recognized:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
2nd Monday in February	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

F-2 Lieu days as provided for in Article 15.05, for full-time nurses, shall be taken within thirty (30) days of the date on which the holiday was observed, on a day mutually agreed upon between the nurse and the Hospital.

F-3 When a full-time nurse is entitled to a lieu day as provided for in Articles 15.04 (a) and 15.04 (b) the day will be scheduled at a mutually agreeable time.

F-4 If a nurse is scheduled to work Saturday and Sunday on a holiday weekend and if her services are required by the Hospital she will be scheduled to work on the paid holiday and, if a nurse is scheduled off on a weekend (i.e. Saturday and Sunday) in conjunction with a paid holiday which falls on a Monday she shall also be scheduled off on the holiday.

**ARTICLE G – VACATIONS**

FULL-TIME

G-1 The vacation year for the purpose of entitlement shall be from May 1st in any one year to April 30th of the following year. All vacations earned as of April 30th must be completed prior to the following April 30th. Vacations will not normally be scheduled between December 15th and January 15th except in those areas where it is practicable to do so.

G-2 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the nurses

with respect to the choice of vacation dates, subject to the right of the Hospital to operate the Hospital in an efficient manner.

- G-3 Vacation preference will be submitted by the nurse to the Immediate Manager, in writing, by March 31 and vacation schedules will be posted by April 30th. If no preference is submitted by a nurse, her vacation period will be allotted by the Immediate Manager on the basis of departmental convenience only.
- G-4 Nurses shall be given preference with respect to their vacation periods in accordance with seniority, subject to G-3 above.

#### PART-TIME

- G-1 A nurse will receive not less than three (3) weeks annual vacation in the period from January 15th to December 15th inclusive.
- G-2 Preference for vacation time will be submitted by the nurse to the Immediate Manager, in writing, by March 30th and schedules will be posted by April 30th.
- G-3 Nurses shall be given preference with respect to vacation time in accordance with seniority subject to G-2 above.

#### **ARTICLE H - BULLETIN BOARDS**

- H-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by the Bargaining Unit President and submitted to the Hospital Administrator for approval prior to being posted.

#### **ARTICLE I - SENIORITY LIST**

- I-1 The seniority list as provided for in Article 10.20 will be compiled during the month of February and revised annually.

#### **ARTICLE J - RETIREMENT AGE**

- J-1 While the normal retirement age shall be sixty –five (65), this is not a mandatory requirement as per Bill 211 (end of Mandatory Retirement in Ontario).

**ARTICLE K - JOB SHARING**

K-1 The introduction of job sharing arrangements will be subject to mutual agreement between the Association and the Hospital. The initial job sharing arrangement will be on a trial basis for a period of up to six months, subject to review by the Association and the Hospital before confirmation. It is agreed that the following conditions will govern the arrangements.

- (a) Job sharing requests with regard to Full-Time positions shall be considered on an individual basis and the Hospital shall reserve the sole right to determine the appropriateness of such arrangements. The Hospital shall not arbitrarily refuse job sharing requests.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two nurses with the approval of their Head Nurse. Job sharers shall not be required to work any tours outside of the tours of the full-time position unless mutually agreed.
- (c) The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
- (d) It is expected that both job sharers will be prepared to cover each other's incidental absences including vacations; however, if one job sharer is unable to cover the absence, the Hospital will attempt to provide the necessary coverage. When the job sharers cover for vacation, they will not be part of the vacation quota.

In the event that one member of the job sharing arrangement goes on extended absence, the other job sharer must be prepared to cover the absent partner's shifts; however, where the covering nurse can demonstrate special circumstances which prevent her covering the extended absence, the coverage shall be negotiated with the Head Nurse/Administrative Director of Patient Services.

- (e) 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.
- (f) 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.
- (g) An incumbent Full-Time nurse wishing to share her position may do so without having her half of the position posted; however, the other half of

the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.

- (h) If one 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 in the Full-Time or, if available, another Part-Time position for which she is qualified. If she does not continue Full-Time, the position must be posted according to the Collective Agreement.

Either the Hospital or the Association shall have the option of cancelling this Agreement after providing the other party with thirty (30) calendar days written notice. The job sharer(s) will have the option of reverting back to a regular Part-Time position should this agreement be cancelled or changed.

#### **ARTICLE L - PREPAID LEAVE**

- L-1 In accordance with Article 11.11 (c) no more than two (2) nurses shall be absent at any one time, and no more than one (1) nurse from any one unit (for the purpose of this clause the ER, OR and Medical Unit are considered one unit).

#### **ARTICLE M – HEALTH AND SAFETY**

- M-1
  - (a) The Hospital will notify the Bargaining Unit President 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.
  - (b) Prior to any nurse returning to work on the Modified Work Program, the Hospital will notify and meet with the nurse, and, with the nurse's consent, a representative of the Ontario Nurses' Association and/or Bargaining Unit President to discuss the circumstances surrounding the employee's return to suitable work.
  - (c) The Hospital agrees to provide the employee with a copy of the Workplace and Safety Insurance Board Form 7 at the same time it is sent to the Board.
- M-2 For information about Musculoskeletal Injury Prevention and Control, Early and Safe Return to Work, Needlestick / Sharps Safety and Human Rights and Harassment, refer to the Hospital Clinical policy manual or Personnel Policy manual or Hospital Administration Manual.

**ARTICLE N - NURSE ABUSE**

- N-1           The Hospital with the nurse's consent, will inform the Local Association Representative, within twenty-four (24) hours, of any nurse who has reported an assault while performing her work. Such information shall be submitted in writing to the Association as soon as possible.
- N-2           The Hospital will reimburse the nurse for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as result of being assaulted while performing her work.

**ARTICLE O – UNIFORMS**

- O-1           The Hospital shall continue its present practice to provide and launder scrub uniforms, caps and lab coats in areas as required by the Hospital.

**ARTICLE P – GENERAL**

- P-1           On termination of employment, on the initial request by the nurse, the Employer will provide to the nurse a signed statement indicating the following:
- (a)   Term of Employment - Start and termination dates.
  - (b)   Seniority/Service in terms of years and/or hours.
  - (c)   Areas of assignment.

**SIGNING PAGE**

Dated at Fergus, Ontario, this 6<sup>th</sup> day of July, 2009.

FOR THE EMPLOYER

Sherri Ferguson

[Signature]

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FOR THE UNION

Mary Allen  
Labour Relations Officer

Joy Carriere

Brenda Collins BUA

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**LETTER OF UNDERSTANDING**

Between:

**GROVES MEMORIAL COMMUNITY HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Parking

The Employer agrees to meet with the Local Association prior to implementing a fee for parking.

Dated at Fergus, Ontario, this 6<sup>th</sup> day of July, 2009.

FOR THE EMPLOYER

*Sheri Ferguson*  
*[Signature]*  
   
 

FOR THE UNION

*Mary Allen*  
Labour Relations Officer  
*Brenda Collier* *Bar*  
*Joy Carneie*

**LETTER OF UNDERSTANDING**

Between:

**GROVES MEMORIAL COMMUNITY HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Obstetrics Clinic

In recognition of the desirability of maintaining and developing improved service to the community through readily accessible assessment and teaching for expectant mothers, the parties are agreed that current staffing and scheduling methods will be maintained.

The parties are further agreed that statistical information regarding volumes and hours of operation will be brought forward to the Hospital Association Committee prior to the start of each fiscal year, or at such time as volumes and hours increase to the point that the ability to offer opportunities to additional staff to participate in either clinic arises.

Dated at Fergus, Ontario, this 6<sup>th</sup> day of July, 2009.

FOR THE EMPLOYER

FOR THE UNION

*Sheri Feys*

*Mary Helle*  
Labour Relations Officer

*[Signature]*

*Brenda Collins* B.U.N.

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*Joy Carneie*

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