

SOURCE	0/01		
EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	488		
NOMBRE D'EMPLOYÉS	F		

Part-Time

COLLECTIVE AGREEMENT

Between:

VICTORIA HOSPITAL CORPORATION
(Hereinafter called "**the Hospital**")

- and -

ONTARIO NURSES' ASSOCIATION
(Hereinafter called "**the Union**")

Expiry: March 31, 1996

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APPENDIX 3

SALARY SCHEDULES

Non-Registered Nurse

Effective:	April 1 <u>1993</u>	January 1 <u>1994</u>	January 1 <u>1995</u>	January 1 <u>1996</u>
Start	\$16.280	\$16.550	\$16.820	\$17.080
After 1 year	17.120	17.380	17.650	17.920
After 2 years	17.780	18.050	18.310	18.580

Registered Nurse

Effective:	April 1 <u>1993</u>	January 1 <u>1994</u>	January 1 <u>1995</u>	January 1 <u>1996</u>
Start	\$17.100	\$17.380	\$17.660	\$17.940
After 1 year	18.000	18.280	18.560	18.840
After 2 years	18.750	19.030	19.310	19.590
After 3 years	19.780	20.060	20.340	20.620
After 4 years	20.800	21.080	21.360	21.640
After 5 years	21.830	22.110	22.390	22.670
After 6 years	23.110	23.390	23.670	23.950
After 7 years	24.390	24.670	24.950	25.230
After 8 years	25.670	25.950	26.230	26.510
After 9 years	26.960	27.240	27.520	27.800

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APPENDIX 4

SUPERIOR CONDITIONS

Clause Number Central Award (Part-time)	Applicable Agreement	Clause 1978 -1980	from	Existing	Collective
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5.05 NOTE: The Employer shall, when remitting such sums, provide the Association with the address and Social Insurance Number of new employees on the first deduction, along with a list of those employees added to or deleted from the preceding month's list, accompanied by the reason for the change in each case.

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APPENDIX 5

LOCAL ISSUES

ARTICLE A - RECOGNITION

B - COMMITTEES AND REPRESENTATIVES

C - MANAGEMENT RIGHTS AND FUNCTIONS

D - SENIORITY

E - HOURS OF **WORK** AND OVERTIME

F - REGULAR PART-TIME COMMITMENT AND SCHEDULING

G - LEAVE OF ABSENCE

H - NOTIFICATION OF ILLNESS AND ABSENCE

I - PAID HOLIDAYS

J - TIME OFF IN LIEU OF VACATION

K - ASSOCIATION INTERVIEW

L - BULLETIN BOARDS

M - PREPAID LEAVE PLAN

N - MISCELLANEOUS

O - MODIFIED WORK

LETTER OF UNDERSTANDING - Job Sharing

LETTER OF INTENT - Parking

ARTICLE A - RECOGNITION

A-1 The Employer **recognizes** the Ontario Nurses' Association as the sole Bargaining Agent **for** all Registered and Graduate Nurses in the employ of Victoria Hospital Corporation at London, Ontario engaged in a nursing capacity and regularly employed for not more **than twenty-four (24)** hours per week, save and except Nurse Manager, persons above the rank of Nurse Manager, and persons covered by subsisting Collective Agreements.

A-2 The word "**nurse(s)**" when used throughout this Agreement shall mean persons included in the Bargaining Unit.

ARTICLE B - COMMITTEES AND REPRESENTATIVES

B-1 **Hospital-Association Committee**

One **(1)** nurse may be appointed to a Hospital-Association Committee provided for in the full-time Collective Agreement.

B-2 **Nurses' Representatives**

The Employer will **recognize** one **(1)** nurse representative for every twenty-five **(25)** employees who are members of this Bargaining Unit.

B-3 **Negotiating Committee**

The Employer will **recognize** and deal with a Committee of three **(3)** employees covered by this Agreement, plus the President of the local Association for the purpose of negotiating Collective Agreements and amendments to Collective Agreements.

B-4 **Grievance Committee**

It is understood that in dealing with grievances the Employer will meet with a Grievance Committee of five **(5)**:

The Association President **(or** her delegate)
Chairperson of the Grievance Committee **(or** her delegate)
Grievance Officer **(or** her delegate)
Nurse Representative
Grievor(s)

ARTICLE C - MANAGEMENT RIGHTS AND FUNCTIONS

C-1 The Association acknowledges that it is the exclusive function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting that function:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and locations of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Employer's Hospital: to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of safety and well-being of the patients, staff and the visiting public;
- (c) To make, alter and enforce reasonable rules and regulations to be observed by the employees;
- (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees and to assign employees to shifts and to increase and decrease working forces provided that a claim of discriminatory promotion, demotion or transfer or claim that an employee who has completed the probationary period within the Bargaining Unit has been discharged without reasonable cause, may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (e) It is understood that these provisions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

ARTICLE D - SENIORITY

D-1 The seniority list shall be compiled **bi-annually** as at January 1 and as at July 1. One (1) copy of the seniority list shall be filed with the President of the Local Association or her delegate during February and August of each year. This list shall include the following information: last date of hire and seniority

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hours. Another seniority list shall also be sent to the President of the Local Association that expresses the seniority of all the Registered Nurses on a Unit by Unit basis.

- D-2** It is the nurse's responsibility to ensure that her home address, telephone number and other personal data are current with the Employer and Local **100** at all times.

ARTICLE E - HOURS OF WORK AND OVERTIME

- E-1** The Hospital's present practice of permitting the combination of rest periods will be maintained during the life of this Collective Agreement.

- E-2** (a) A regular part-time nurse working normal daily tours of seven and one-half (**7 1/2**) hours will receive a premium of time and one-half her regular straight time hourly rate for all hours worked on a third (**3rd**) consecutive and subsequent weekend save and except where:

- i)** such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- ii)** such nurse has requested weekend work; or
- iii)** such weekend is worked as the result of an exchange of shifts with another nurse.
- iv)** It is understood that a weekend consists of fifty-six (**56**) consecutive hours off work during the period following completion of the Friday day or evening shift until the commencement of the Monday day or evening shift.

- (b)** A regular part-time nurse working normal daily extended tours of eleven and one-quarter (**11 1/4**) hours will receive a premium of time and one-half her regular straight time hourly rate for all hours worked on a third (**3rd**) consecutive and subsequent weekend, save and except where:

- i)** such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or

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- ii) such nurse has requested weekend **work; or**
- iii) such weekend is worked as a result **of** an exchange of shifts with another nurse.
- iv) It is understood that a weekend consists of fifty-six **(56)** consecutive hours off work during the period following the completion of the Friday "extended" tour day shift until the commencement of the Monday "**extended**" tour day shift.

ARTICLE F - REGULAR PART-TIME COMMITMENT AND SCHEDULING

F-1 **Regular Part-Time Commitment**

In accordance with Article **2.04**, the predetermined basis upon which the commitment of the regular part-time nurse to be available for work as required and scheduled by the Employer shall be as follows:

- (a) as required and scheduled by the Employer not to exceed twenty-four **(24)** hours per week, or **forty-eight (48) hours bi-weekly** as determined by a sixty percent **(60%)** majority vote of the regular **part-time** nurses on a unit.
- (b) three **(3)** normal daily tours of seven and one-half **(7 1/2)** hours or two **(2)** normal daily extended tours of eleven and one-quarter **(11 1/4)** hours or a combination thereof not exceeding twenty-four **(24)** hours per week, as a requirement of normal or extended tour rotations, for units which vote in favour of twenty-four **(24)** hours per week.
- (c) six **(6)** normal daily tours of seven and one-half **(7 1/2)** hours or four **(4)** normal daily extended tours **of** eleven and one-quarter **(11 1/4)** hours or a combination thereof not exceeding forty-eight **(48)** hours biweekly, as a requirement of normal or extended tour rotations, for units which vote in favour of forty-eight **(48)** hours biweekly.
- (d) Two **(2)** out of five **(5)** weekends, but in no case shall the nurse be scheduled to work more than two **(2)** consecutive weekends.

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- (e) Christmas and/or Boxing Day and three **(3)** of the remaining paid holidays as outlined in Article I, or

New Year's Day and four **(4)** of the remaining paid holidays as outlined in Article I.
- (f) All other part-time nurses shall be considered casual nurses.
- (g) The foregoing provisions F-1(a)-(d) shall be waived during the period from mid-December to mid-January (for two rotations, i.e. four **(4)** week period) in order to facilitate scheduling during Christmas and New Year.

F-2

Regular Part-Time Scheduling

- (a) Work schedules for regular part-time nurses of six **(6)** weeks' duration shall be posted at least two **(2)** weeks in advance.
- (b) In the event that changes are made to the master rotation in effect in any unit, the Employer will provide a copy of the new master rotation to the Local Association President.
- (c) Requests by employees for exchanges in schedule, and reasons for requests, must be submitted in writing at least forty-eight **(48)** hours in advance and be co-signed by the employee willing to exchange. Such requests shall be considered by the relevant Nurse Manager, her delegate, or other Hospital authority, and where approval is given, it shall be in writing. Such requests shall not be unreasonably denied. A denial and reasons for the denial shall be given in writing. It is understood that any such changes shall not result in any overtime or premium payment.

Nurses **may** submit requests for exchanges in schedule for up to a three **(3)** month duration. It is understood that **the Hospital** reserves the right to require nurses to work certain shifts for purposes of reorientation, training, education and appraisal and that such requirements do not constitute unreasonable denial.

- (d) Regular part-time nurses shall be scheduled off at Christmas or New Year's on an alternating basis

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from year to year within each work unit, unless mutually agreed otherwise between the Hospital and an individual nurse.

(e) For the purposes of scheduling during the period mid-December to mid-January the scheduling provision of twenty-four (24) hours per week may be averaged over a two (2) week period, but shall not exceed three (3) consecutive normal daily extended tours (11 1/4 hours) or five (5) consecutive normal daily tours (7 1/2) hours.

F-3 Notwithstanding Articles F-1 and **F-2**, above, the introduction or discontinuance of extended tours for regular part-time nurses may be as a result of changes in full time schedules in accordance with Article **F-4** of the full time Collective Agreement.

ARTICLE G - LEAVE OF ABSENCE

G-1 Leave of absence for Association business shall be given without pay up to an aggregate maximum for all employees of twenty (20) days during any calendar year provided adequate notice is given the Hospital and such leave does not interfere with the continuity of efficient operation in the Hospital. Such leave shall not be arbitrarily withheld. It is agreed that no more than four (4) nurses shall be absent on such leave at the same time.

G-2 Notwithstanding G-1, the Employer shall grant the Local Association President, if requested, up to two (2) days leave of absence per month without pay to attend to the Local's business, provided a minimum of twelve (12) hours' notice is given to the Hospital.

ARTICLE H - NOTIFICATION OF ILLNESS AND ABSENCE

H-1 Nurses shall notify the relevant Nurse Manager, or her delegate, before their scheduled time of duty on the first day of illness when not available for duty, and shall do so at least two (2) hours in advance, and shall endeavour to provide an estimated date of return to work. If possible, nurses will provide such notification four (4) hours in advance when scheduled for evening or night shifts.

H-2 Part-time nurses **shall notify the** relevant Nurse Manager, or her delegate, at least twelve (12) hours before the

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commencement of their next scheduled shift or before the end of the preceding work day for units working straight **days**, of their intention to return to work on such shift.

- H-3** The Employer will notify each nurse of the amount of unused sick leave in her bank if any, by May **15** of each year.
- H-4** Any casual part-time nurse covered by this collective agreement must notify the relevant Nurse Manager, or her delegate when not available for periods in excess of one **(1)** week.
- H-5** Casual part-time nurses shall notify the relevant Nurse Manager or her delegate of their intention to be available for work following absences due to illness.

ARTICLE I - PAID HOLIDAYS

- I-1** Only the following days shall be observed as paid holidays:
- (a)** New Year's Day - January 1
 - (b)** Third Monday in February
 - (c)** Good Friday
 - (d)** Easter Monday
 - (e)** Victoria Day
 - (f)** Canada Day
 - (g)** Civic Holiday
 - (h)** Labour Day
 - (i)** Thanksgiving Day
 - (j)** Remembrance Day - November **11**
 - (k)** Christmas Day - December **25**
 - (l)** Boxing Day - December **26**

- I-2** The premium pay of time and one-half **(1 1/2)** provided in accordance with Article **15.01** will be paid for all hours worked between **0001** hours and midnight on the paid holidays listed in Article I-1.

ARTICLE J - VACATION

- J-1** Vacation for regular part-time nurses is earned for past services. It shall be the duty of the Employer (Nurse Manager) to receive requests for vacation and arrange suitable dates, taking into account adequate coverage of departments and seniority. It is understood that such

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time off entitlements shall be calculated as at March **31st** of each year.

- (a) For the period of April 1 to April **30** requests must be submitted in writing by February **1**. Requests approved by the Employer will be posted by March **1**.
- (b) For the period May 1 to March **31** of the next year, requests must be submitted in writing by April **15** and if approved by the Employer, will be posted by May **1**.
- (c) Any requests for vacation not submitted by April **15** will be responded to within three (**3**) weeks, and will only be approved by the Hospital for times that are available up to March **31**. **The** vacation quotas for regular part-time nurses on each unit as set from time to time by the Hospital, will be filed with the Local Association prior to March **15** of each year. It is understood that the full-time and regular part-time quotas may be integrated in units where only one (**1**) nurse is allowed off in a twenty-four (**24**) hour period.

ARTICLE K - ASSOCIATION INTERVIEW

K-1 The Association interview will take place on the Hospital's premises during the newly hired nurses' orientation period as scheduled by the Employer.

ARTICLE L - BULLETIN BOARDS

L-1 The Employer will provide bulletin board space in areas presently established for the purpose including outside cafeterias in lower levels of Nurses' residences. It is understood that such bulletin boards are to be used solely for notices pertaining to the Association and its members.

ARTICLE M - PREPAID LEAVE PLAN

M-1 The number of regular part-time nurses eligible to participate in the Prepaid Leave Plan in any given year will be five percent (**5%**) of the regular part-time nurses in any one nursing unit or department with a minimum of one nurse **per** nursing unit or department. It is understood that the Hospital, at its sole discretion, may

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grant leave in excess of five percent **(5%)** in any particular nursing unit or department.

M-2 The number of casual part-time nurses eligible to participate in the Prepaid Leave Plan, in any given year, will not exceed five percent **(5%)** of the total number of casual nurses, per Hospital department, in the part-time bargaining unit, but with a maximum of twenty **(20)** nurses.

M-3 The Local Association President shall be notified by the Hospital of all nurses who are participating in the Prepaid Leave Plan.

ARTICLE N - MISCELLANEOUS

N-1 For purposes of weekend premium as per Article **14.14**, the weekend is defined as Friday **2400** hours to Sunday **2400** hours.

N-2 For purposes of shift differential as per Article **14.09** the evening shift is defined as **1500** to **2300** hours and the night shift is defined as **2300** to **0700** hours.

N-3 Nurse Abuse

The Hospital, with the nurse's consent, will inform the Association within three **(3)** days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.

The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

ARTICLE O - MODIFIED WORK

O-1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on **L.T.D.**

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

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and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

O-3

The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

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LETTER OF UNDERSTANDING

Between:

VICTORIA HOSPITAL CORPORATION

And:

ONTARIO NURSES' ASSOCIATION

Reference: Scrub Gowns

This letter is to confirm that the Hospital will continue its present practice of providing scrub gowns to nurses working in the Operating Room and any areas where scrub gowns are required by the Hospital.

Signed this Aug 28th day of , 1995.

FOR **THE** HOSPITAL

[Signature]

Maureen Ryan

[Signature]

FOR THE ASSOCIATION

Donna Alexander
Employment Relations Officer

[Signature]

[Signature]

S. Bullantye

Thyllis Malek

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LETTER OF UNDERSTANDING

Between:

VICTORIA HOSPITAL CORPORATION

And:

ONTARIO NURSES' ASSOCIATION

Reference: Job Sharing

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

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
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 determined by mutual agreement between the two **(2)** nurses and the Nurse Manager of the Unit.
3. The above schedules shall conform with the scheduling provisions of the Full-time Appendix of Local Provisions.
4. Each job sharer may exchange shifts with her 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 cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

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Letter of Understanding
Job Sharing
continued

- b) Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Central Collective Agreement.

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 Nurse Manager, 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. Where job sharers agree to cover for each other's vacation, they should not be included in any vacation quota.

8. **Implementation**

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.

9. Any incumbent full-time nurse wishing to share her position, may do so without having her 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.

10. 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 the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

11. **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.

