

LOCAL APPRNDICES

SOURCE	CMA		
EFF.	73	01	01
TERM.	70	03	31
No. OF EMPLOYEES	318		
NOMBRE D'EMPLOYÉS	318		

TO THE

COLLECTIVE AGREEMENT

BETWEEN :

**OSHAWA GENERAL HOSPITAL**  
(hereinafter referred to as the "Hospital")

AND

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

FULL-TIME

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APPENDIX 3OSHAWA GENERAL HOSPITALClassification - Registered Nurse

	<u>Effective</u> <u>April 1, 1993</u>		<u>Effective</u> <u>Jan. 1, 1994</u>		<u>Effective</u> <u>Jan. 1, 1995</u>		<u>Effective</u> <u>Jan. 1, 1996</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
START	2778.75	17.10	2824.25	17.38	2869.75	17.66	2915.25	17.94
1 YR	2925.00	18.00	2970.50	18.28	3016.00	18.56	3061.50	18.84
2 YRS	3046.88	18.75	3092.38	19.03	3137.88	19.31	3183.38	19.59
3 YRS	3214.25	19.78	3259.75	20.06	3305.25	20.34	3350.75	20.62
4 YRS	3380.00	20.80	3425.50	21.08	3471.00	21.36	3516.50	21.64
5 YRS	3547.38	21.83	3592.88	22.11	3638.38	22.39	3683.88	22.67
6 YRS	3755.38	23.11	3800.88	23.39	3846.38	23.67	3891.88	23.95
7 YRS	3963.38	24.39	4008.88	24.67	4054.38	24.95	4099.88	25.23
8 YRS	4171.38	25.67	4216.88	25.95	4262.38	26.23	4307.88	26.51
9 YRS	4381.00	26.96	4426.50	27.24	4472.00	27.52	4517.50	27.80

Classification - Assistant Head Nurse

START	2869.09	17.66	2916.07	17.95	2963.05	18.23	3010.03	18.52
1 YR	3022.66	18.60	3069.68	18.89	3116.70	19.18	3163.72	19.47
2 YRS	3144.91	19.35	3191.87	19.64	3238.84	19.93	3285.80	20.22
3 YRS	3327.08	20.47	3374.18	20.76	3421.27	21.05	3468.37	21.34
4 YRS	3475.01	21.38	3521.79	21.67	3568.57	21.96	3615.35	22.25
5 YRS	3655.19	22.49	3702.07	22.78	3748.96	23.07	3795.84	23.36
6 YRS	3866.70	23.80	3913.55	24.08	3960.40	24.37	4007.25	24.66
7 YRS	4077.82	25.09	4124.63	25.38	4171.45	25.67	4218.26	25.96
8 YRS	4291.78	26.41	4338.59	26.70	4385.41	26.99	4432.22	27.28
9 YRS	4057.45	27.74	4554.26	28.03	4601.08	28.31	4647.34	28.60

Classification - Graduate Nurse

START	2677.38	16.48	2721.22	16.75	2765.06	17.02	2808.90	17.29
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OSHAWA GENERAL HOSPITALAPPENDIX 4SUPERIOR CONDITIONS(1) ACCUMULATION OF SENIORITY

The following provisions apply to nurses employed prior to October 23, 1981.

- (a) When a nurse is granted a leave of absence she shall accumulate seniority for the first three (3) months of a granted leave of absence.
- (b) Seniority shall accumulate during a maternity leave of not more than six (6) months and during adoption leave for up to three (3) months duration.
- (c) A nurse shall accumulate seniority if she is absent from work for a period of nine (9) months or less because of sickness or accident.

(2) PREPARATION ALLOWANCE

Allowances for additional education preparation where such additional skills are used directly in employment shall be paid according to the following:

Special Clinical Course 3 or more months -	\$ 4.60 bi/w.	(\$10.00 mo.)
Course in Nursing Unit Administration (C.H.A.)(C.N.A.) -	\$ 6.90 bi/w.	(\$15.00 mo.)
A University Certificate or Diploma in Nursing -	\$18.41 bi/w.	(\$40.00 mo.)
A Baccalaureate Degree -	\$36.82 bi/w.	(\$80.00 mo.)

ARTICLE A - RECOGNITION

A.01 The Employer recognizes the Association as the bargaining agent of all full time registered and graduate nurses employed in nursing care by the Employer, save and except Head Nurses and persons above the rank of Head Nurse.

ARTICLE B - RESERVATION OF MANAGEMENT RIGHTS

B.01 Subject only to the provisions of this Agreement, the Association acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, transfer, classify, promote, demote or discipline nurses, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a nurse has been discharged, suspended or disciplined without just cause, may be subject to a grievance and be dealt with as provided herein;
- (c) administer and manage all the affairs of the Hospital; and
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses.

ARTICLE C - ASSOCIATION REPRESENTATION

C.01 Nurse Representatives

One (1) full-time representative from each nursing unit and one nurse representative representing bargaining unit members for all other areas. Any full-time representative may act temporarily on behalf of another full-time unit representative who is absent.

C.02 Negotiating Committee

Not more than four (4) nurses representing both full-time and part-time.

C.03 Grievance Committee

Not more than three (3) nurses representing both full-time and part-time.

- C.04        Association-Hospital Committee  
Up to three (3) representatives of each of the parties.
- C.05        Association Leave  
The number of nurses on Association leave (full-time and part-time combined) will not normally exceed:
- (a) five (5) at any one time;
  - (b) two (2) from any nursing unit except from a nursing unit where less than twenty (20) nurses are regularly employed in which case only one (1) will be permitted, and;
  - (c) ninety (90) days in each calendar year.

ARTICLE D - SCHEDULING

- D.01        (a) Proposed master rotations will be developed by the Nursing Unit Director jointly with nursing staff from the unit and shall be reviewed by a joint committee having Hospital and Association representation.
- (b) Not more than seven (7) consecutive days of work will be scheduled without the nurse's consent. In any two (2) week period within the schedule, at least **two** (2) consecutive **days** off will be scheduled. Split days will be kept to a minimum.
- (c) The Employer will endeavour to provide every other weekend off, and at least two (2) weekends off in four (4) will normally be scheduled. If a nurse is required to work a third consecutive and subsequent weekend, she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:
- (a) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
  - (b) Such employee has requested weekend work; or
  - (c) Such weekend is worked as a result of an exchange of shifts with another nurse.
- (d) Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period.

- (e) A change to shift schedule shall be requested in writing by a nurse and co-signed by a suitable exchange nurse and submitted for approval by the Employer. The exchange of shifts between nurses shall not result in overtime or other additional compensation not otherwise payable.
- (f) There shall be no less than sixteen (16) hours (two shifts) off between shift changes and a minimum of forty-eight (48) hours following the night shift rotation unless the nurse consents otherwise.
- (g) A nurse will not be scheduled to work more than two (2) shifts (days/evenings or days/nights) but may mutually agree otherwise.

Nurses who rotate shall work a minimum of fifty percent (50%) on the day shift.

Notwithstanding the above, a nurse may request to work a permanent shift. Such requests may be granted but only for such period as is practicable.

- (h) A nurse will be scheduled off work for not **less** than four (4) consecutive days either at the Christmas or New Year's Season except where nurses are not normally required to work on weekends and paid holidays.

Scheduled, consecutive days off at Christmas will include the 24th, 25th and the 26th of December; consecutive days off at New Year's will include the 31st of December and the 1st of January. Consideration will be given to the nurses in each area as to which of these two holidays they prefer off. No nurse will be scheduled to work both holidays; nor will s/he be scheduled to work two Christmas' or New Year's consecutively.

Requests for Christmas/New Year's season will be submitted by the 1st of October and the resultant schedule will be posted by the 1st of November.

- (i) A weekend shall be Saturday and Sunday plus at least one (1) shift off at the start or end of the weekend.

Notwithstanding the first sentence of this paragraph, the weekend for all nurses assigned to the night shift shall be Friday and Saturday nights only.

- (j) Requests for specific shifts, days off or other scheduling shall be made in writing at least two

(2) weeks prior to the posting of the schedules. Once a schedule is posted, other scheduling changes should be requested in writing two (2) weeks prior to the date in question whenever possible. Requests with shorter notice may be considered. Such requests shall not be unreasonably denied.

- (k) The employer shall endeavour, to schedule continuing education and inservice to nurses on all shifts.
- (l) The weekend premium referred to in Article 14.15 of the Full-time Collective Agreement shall be **paid** for each hour worked between 2300 hours Friday **and** 2300 hours Sunday.
- (m) The Local President of the Association may request to work a permanent day shift provided that the schedule may be adjusted to accommodate the needs of the unit.

D.02 The current practice with respect to a rest period during each half shift will be continued.

D.03 Time off in lieu of overtime payment will be granted. The Employer will endeavour to grant this time off **at** a time preferred by the nurse. A limit of 60 days will apply after which payment will be made.

D.04 Extended Tours

- (1) 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 compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - iii) An initial test period shall run for six (6) months after which the nursing participants will indicate by an eighty percent (80%) vote, by secret ballot, their willingness to continue with the agreement of the nursing unit director.
- (2) A compressed work week may be discontinued in any unit when:
  - i) fifty one percent (51%) 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;
  - (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 in the schedule.

- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above, 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 compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

(4) Scheduling

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

1. No more than three (3) consecutive extended tours shall be scheduled.
2. At least twelve (12) hours' time off will be scheduled between shifts, unless mutually agreed otherwise.
3. A weekend is defined as a minimum of fifty-six (56) hours commencing at the completion of the Friday day shift.
4. The Hospital will not schedule split shifts.
5. A nurse may not be required to change tours of duty more than once a week, unless mutually agreed upon otherwise.
6. The Hospital will provide at least every second (2nd) weekend off.

If a nurse works a second consecutive and subsequent weekend(s), she will receive premium payment as defined in the Central Agreement for all

hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- (a) Such a weekend has been worked by a 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 with another nurse.
- (5) When less than eighty percent (80%) of the **nursing** staff in a particular nursing unit vote as outlined in Article (1) in favour of extended tours by secret ballot, the Association may approach the Hospital and ask them to consider the implementation of the combination of extended tour and short tours in a particular nursing unit. The parties must meet to discuss the implementation of combination schedules.

D.05

Self-Scheduling

Self-scheduling will be introduced into any unit when eighty percent (80%) of the nurses in the unit so indicate their preference for self-scheduling by secret ballot.

An initial test: period shall run for six (6) months after which the Nursing participants will indicate by an 80% vote, by secret ballot, their willingness to continue, with the agreement of the Nursing Unit Director. Unit specific scheduling guidelines will reflect scheduling provisions in the collective agreement and will be developed collaboratively by the Nursing Unit Director and the nursing unit staff subject to approval by the Hospital and the Association.

Self-scheduling is viewed by the Employer as scheduling by nurses in order to promote more flexible schedules that meet the needs of the nursing staff and the patient care needs of the unit. Self-scheduling should not result in additional costs to the employer. As with extended and mixed tours, self-scheduling may be discontinued when:

- (a) fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot, or
- (b) The Hospital because of:
  - (i) adverse effects on patient care,

- (ii) inability to provide a workable staffing schedule; or,
  - (iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,
- states its intention to discontinue self-scheduling.
- (c) When notice of discontinuation is given by either party in accordance with the above, 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 self-scheduling will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

ARTICLE E - VACATIONS

E.01 All nurses shall be entitled to vacation with pay based on length of continuous service as of June 30th in any year. A newly hired nurse may request to take accumulated vacation after three (3) months' continuous service, provided that the probationary period has been completed.

E.02 It is understood and agreed that the Employer will give every consideration to the preference of time at which nurses wish to take their vacations. Where conflict in vacation time arises in the work unit, hospital seniority will be the deciding factor but of necessity the Employer must reserve the final decision as to the scheduling of vacations.

E.03 Vacation request schedules will be posted in each unit by January 15th of each year. Each nurse will request by March 15th her vacation preference for vacation falling between July 1st and December 31st. The Hospital will confirm vacations by April 15th.

Vacation request schedules will be posted in each unit by July 15th of each year. Each nurse will request by September 15th her vacation preference for vacation falling between January 1st and June 30th. The hospital will confirm vacations by October 15th.

- E.04 Nurses may exercise their seniority rights only once in the vacation year to obtain their requested vacation of two or more weeks.
- E.05 A nurse may take up to five (5) days of her vacation in single days.
- E.06 Where changes in scheduled vacations are permitted by the Hospital, a senior nurse will not be permitted to bump a more junior nurse who's vacation has been previously scheduled.
- E.07 Nurses shall be scheduled the weekend off either before or after vacation of one or more weeks.
- E.08 Accumulation of Vacations
  - (a) One week of vacation may be carried over until June 30th of the following year, by mutual consent.
  - (b) Vacations earned in more than one year may not routinely be taken consecutively.
  - (c) The Employer will give consideration to requests for advanced, earned vacations and consecutive vacations.
- E.09 A nurse may request vacation starting on any day of the week.
- E.10 **Requests** for vacation time will not be unreasonably denied.
- E.11 Prior to leaving on vacation, nurses may request the date and time on which to report for work following their vacation.

ARTICLE F - PAID HOLIDAYS

- F.01 Paid holidays are:

New Year's Day (Jan. 1)	Civic Holiday
February Day (second Monday)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)
- F.02 Paid lieu days shall be scheduled off at a mutually agreeable time within thirty (30) days prior to or sixty (60) days following the holiday.

ARTICLE G - BULLETIN BOARDS

- G.01 (a) The Employer will provide bulletin boards upon which the Association shall have the right, subject to the prior approval of the Director, Human Resources to post notice of meetings, general meeting minutes, and such other notices as may be of interest to the nurses.
- (b) The location of these boards will be:
- (1) Cafeteria area (the new exit from the Cafeteria),
  - (2) Nurses' locker room.
  - (3) A small space should be provided on each nursing unit with the mutual agreement of the Head Nurse and the Association.
- (c) The Cafeteria area bulletin board will include a locked plexiglass fronted notice box, with a key for the Association.

ARTICLE H - SENIORITY

- H.01 The seniority list will be revised at the beginning of January and July.

ARTICLE I - JOB SHARING

- I.01 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 Nursing Unit Director.
  3. The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
  4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided

by the Collective Agreement, however, shift exchanges with nurses other than their partner should be kept to a minimum.

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 absences. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage.

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

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

#### Implementation

7. Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
8. *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.
9. If one of the job sharers leaves the arrangement, her position will be posted in accordance with the Collective Agreement. It is expected that the remaining job sharer will cover during the posting period and selection process. 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.

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.

ARTICLE J - PREPAID LEAVE

J.01 No more than twenty (20) nurses from the full-time and nine (9) nurses from the part-time bargaining unit may be away on prepaid leave at any one time and no more than one (1) per unit may be absent at any one time.

ARTICLE K - PARKING

K.01 The Parties agree that the Hospital is responsible for establishing and resetting parking rates. Increases to parking fees will not be implemented until the Association has been notified. The Association may opt to grieve an unjustified increase.

ARTICLE L - MODIFIED WORK

- L.01
- (a) 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.
  - (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
  - (c) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE M - PAYCHEQUES

M.01 Any discrepancies of one day's pay or greater, on paycheques due to an entry error on the part of the Hospital shall be corrected and replaced within two working days.

ARTICLE N - PREGNANCY/PARENTAL LEAVE

N.01 Nurses shall be paid their supplemental unemployment insurance benefits in accordance with Article 11.07(f) and 11.08(e) on the hospital's regular payday.

ARTICLE P - COLLECTIVE AGREEMENTS

P.01 Copies of the Full-time and Part-time Collective Agreements will be available for reference on each nursing unit together with a summary of the call-in procedure.

Dated at Oshawa, Ontario, this 1st day of February, 1996.

FOR THE PLOYER

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

\_\_\_\_\_  
*[Signature]* ERO  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_



LETTER OF UNDERSTANDING

Between

OSHAWA GENERAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

The Hospital and the Association agree that the potential for violence against nurses by aggressive patients or visitors is a safety concern shared by both parties. Accordingly, the Hospital agrees to continue its practice of offering training and inservice education as deemed appropriate by the Hospital, whether it be in regard to management of aggressive behaviour or any other health and safety issue.

Dated at Oshawa, Ontario, this 1st day of February, 1996.

FOR THE EMPLOYER

J. Adams  
Wendy Ross  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

Ellie Cluskey ERD  
Jo Bidleman  
Lynda Keith CN  
\_\_\_\_\_  
\_\_\_\_\_

RENEWED: April 26, 1994

LETTER OF UNDERSTANDING

Between

OSHAWA GENERAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

The Hospital will incorporate the following language into **its** policy relating to workplace violence:

"The Hospital will consider requests for reimbursement for damages incurred to an employee's personal property such as eyeglasses or personal clothing, as a result of being assaulted while performing their work."

The revised policy will be posted on all nursing units.

Dated at Oshawa, Ontario, this 1st day of February, 1996.

FOR THE EMPLOYER

*J. Wilson*  
*Donald R. ...*  
   
 

FOR THE ASSOCIATION

*Ellie Plunkett ERO*  
*... ..*  
*Lynda ...*