

SOURCE	HOSP		
EFF.	93	04	01
TERM.	96	03	31
Full-Time EMPLOYEES	87		
NOMBRE D'EMPLOYÉS	87		

COLLECTIVE AGREEMENT

BETWEEN:

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

- and -

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

EXPIRY: 31 March, 1996

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(05564/03)

Signed at Woodville, Ontario, this 15th of September, 1995.

FOR THE HOSPITAL

Kenn Snelson

Richard Kelly

FOR THE ASSOCIATION

Marsha Palmer
Employment Relations Officer

Catherine Mutherson

James Lewis Boyd

W. Lawrence R.N.

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APPENDIX 3

SALARY SCHEDULE

A-1 The monthly wage **schedule** for nurses **shall** be as follows:

	Registered Nurse A -	Senior Staff-Nurse	Graduate <u>Nurse</u>
<u>April 1, 1993</u>			
Start	2778.75	2861.77	2421.69
1 Year	2925.00	3011.26	
2 Years	3046.88	3136.04	
3 Years	3214.25	3306.92	
4 Years	3380.00	3474.53	
5 Years	3547.38	3644.74	
6 Years	3755.38	3855.62	
7 Years	3963.38	4067.62	
8 Years	4171.38	4280.90	
9 Years	4381.00	4495.93	
<u>January 1, 1994</u>			
Start	2824.25	2908.63	2464.34
1 Year	2970.50	3058.10	
2 Years	3092.38	3182.87	
3 Years	3259.75	3353.73	
4 Years	3425.50	3521.30	
5 Years	3592.88	3691.49	
6 Years	3800.88	3902.33	
7 Years	4008.88	4114.32	
8 Years	4216.88	4327.59	
9 Years	4426.50	4542.62	
<u>January 1, 1995</u>			
Start	2869.75	2955.49	2500.99
1 Year	3016.00	3104.94	
2 Years	3137.88	3229.70	
3 Years	3305.25	3400.55	
4 Years	3471.00	3568.07	
5 Years	3638.38	3738.24	
6 Years	3846.38	3949.04	
7 Years	4054.38	4161.01	
8 Years	4262.38	4374.29	
9 Years	4472.00	4589.32	

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	<u>Registered</u> <u>N u r s e</u>	<u>Senior</u> <u>N t a f f r s e</u>	<u>Graduate</u> <u>N u r s e</u>
<u>January 1, 1996</u>			
Start	2915.25	3002.35	2540.64
1 Year	3061.50	3151.78	
2 Years	3183.38	3276.54	
3 Years	3350.75	3447.36	
4 Years	3516.50	3614.84	
5 Years	3683.88	3784.99	
6 Years	3891.88	3995.76	
7 Years	4099.88	4207.71	
8 Years	4307.88	4420.98	
9 Years	4517.50	4636.01	

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APPENDIX 4

SUPERIOR CONDITIONS

A- 1 **Education** Allowance Registered nurses who presently receive an **education** allowance will continue to receive such allowance while employed **by** the Hospital as a full-time registered nurse.

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APPENDIX 5

Appendix of Local **Provisions**
(Full-Time)

Article	Definition	Page
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ARTICLE A - RECOGNITION

A-1 The Hospital **recognizes** that in accordance with the decision of the Ontario Labour Relations Board and "**Certificate**" dated at Toronto, on the 7th day of September, 1984, the Ontario Nurses' Association is the bargaining agent of all registered and graduate nurses employed in a nursing capacity by Woodstock General Hospital Trust, save and except Head **Nurses**, persons **above** the rank of Head Nurse and persons regularly employed for not **more** than twenty-four hours per week.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association **recognizes** that the management of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive **functions** of the Employer **to:**

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, discharge and suspend or otherwise **discipline** nurses provided that a claim by a nurse that she has been discharged, suspended or otherwise disciplined without **just** cause may be the **subject** of a grievance and dealt with as hereinafter provided;
- (c) establish,, **alter** and enforce reasonable rules and regulations to be observed by the nurses:
- (d) **determine** all work **procedures**, the kind and **location of** equipment to be used, methods to be used, **the** allocation and number of nurses required from time to **time**, the services to be performed, the standards of **performance** of all **employees**, work assignments, the hours of work and all other rights and **responsibilities** of management not specifically modified elsewhere in this Agreement.

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

ARTICLE C - REPRESENTATION AND COMMITTEES

C-1 Representatives

The Hospital agrees to **recognize** ten (10) nurse:; as nurse representatives.

C-2 Grievance@ @ommittee

There will be a Grievance Committee **of** up to three (3) nurses of whom no more than one (1) shall be from any one **unit**.

C-3 Hospital-Association t e e

There will be a Hospital-Association Committee comprised of three (3) nurses, of whom no more than one (1) shall be from any one unit, and three (3) representatives of the Hospital.

C-4 Negotiating t t e e

There will be a Negotiating Committee of up to five (5) nurses, of whom no more than one (1) **shall** be from any one unit.

C-5 Nurse Representatives and members of the Grievance Committee, Hospital-Association Committee and **Negotiating** Committee may be from either the full-time or part-time **bargaining** unit **and** shall represent both bargaining units.

C-6 Subject to the staffing requirements of the unit, the number of nurses from any one unit will exclude the Local President.

C-7 **Names** of all nurse representatives and committee members as required under **Article 6.06** shall be submitted to the Human Resources Department February **15** and August **15** of each year.

ARTICLE D -ASSOCIATION

D-1 **The interview** period as provided for in Article **5.06** will be scheduled on the **Employer's** premises **and** during the new nurses' **orientation** period. The scheduled orientation **for** new nurses **shall** be **provided** 'to the Association by February **15th** of each year. The name of new nurses shall

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be provided: to the Association **as** far in advance as possible.

ARTICLE E - SENIORITY LIST

E-1 A copy of the seniority list as at December 31 and June 30 will be **provided** by February 15th and August 15th of each year respectively.

ARTICLE F - SICK LEAVE

F-1 If a **nurse** is ill and therefore unable to report for her scheduled shift, she will notify the Employer to that effect at **least one (1)** hour prior to the start of her scheduled day shift, at least two **(2)** hours prior to the start of a scheduled seven and one-half **(7 1/2)** hour evening or night shift, and four **(4)** hours prior to the start of a scheduled extended tour night shift.

ARTICLE G - LEAVE FOR ASSOCIATION BUSINESS

G-1 As provided for in Article 11.02, the cumulative total leave of absence for all nurses, including full--time and part-time nurses, shall be forty-five **(45)** days during the calendar year as follows:

- i) the Association will, if possible, notify the **Hospital** in writing four **(4)** weeks in advance of **the requested leave;**
- ii) **no** more than four **(4)** nurses shall be absent at any **one** time **and** not more than one **(1)** from any one **unit;**
- iii) **subject** to the staffing **requirements** of the Hospital the number of **nurses** from any one unit **will** exclude the Local **President** or her designate.

G-2 **Pre-Paid Leave Plan**

The number of nurses off at one time shall be a total of four **(4)** from the Full-time or **Part-time Bargaining Unit** in accordance with the Central **Agreements.**

ARTICLE H - HOURS OF WORKH-1 **Scheduling**

The formulation of working schedules are as set out below for nurses employed on a seven and one-half (7 1/2) hour tour basis,

- (a) shift schedules will be posted four (4) weeks in advance and cover a four (4) week period.
- (b) A **request** by a nurse for a change in the posted shift schedule (i.e. exchange of regular days off or tours) must be submitted in writing and co-signed by the nurse willing to make the exchange, at least forty-eight (48) hours prior to the requested change. Such **request** is subject to approval by the **Employer**, but will not be **unreasonably** denied. Such exchange shall not in any event result in premium or overtime payment by the Employer.
- (c) Nurses **will** not be scheduled **to** work **more** than seven (7) consecutive days, unless by request of the nurse.
- (d) No split tours will be scheduled.
- (e) 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.
- (f) A nurse shall be scheduled off work for a minimum of five (5) consecutive days at either Christmas or **New Year's**. Christmas time shall be defined as 0700 hours December 24 to 0700 December 27 and New Year's shall be **defined** as 0700 hours December 31 to 0700 hours January 2. For those nurses scheduled off over the Christmas period the **Hospital** may schedule the **New Year's** Day paid holiday **lieu day** as part of the five (5) consecutive days off.

Nurses may request either Christmas or New Year's time off by October 15th on a list posted by the Employer in each nursing unit. Nurses will yearly alternate Christmas and New Year's time off. The shift schedules covering Christmas and New Year's shall be posted by November 1st.

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The scheduling **provisions** in **H-1** will be waived between December **15** and January 5 to provide for Christmas and New Year's scheduling.

This provision **will** not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays,, including the Operating Room, Recovery Room, Day Care and Out Patient **Vance**.

- (g) .A nurse is entitled to four (4) weekends off in ten (10) .

'Where the Hospital **considers** itself unable in any **unit** to **implement** a **schedule** which provides the **nurses** with every other weekend off without (additional cost to the Hospital, the Hospital **agrees** to work with **the** Association's **representative** in endeavouring to produce a schedule which does so.

A nurse will receive premium pay as provided for in Article **14.03** for all hours worked on a third (3rd) consecutive **weekend** save and except where:

- i) such weekend has been worked by the nurse to satisfy specific day's 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 tours with **another** nurse.

For the purpose of this section a weekend is defined as any period of fifty-six (56) consecutive hours from **2300** hours Friday to **0700** Monday inclusive.

- (h) The night shift will be the first shift of the day.
- (i) The Hospital **will** schedule shifts so that at **least** fifty percent (50%) of the shifts will be day shifts. It is understood and agreed that this clause shall not apply to any nurse who, at her request and with the consent of the Hospital, works a shift on a permanent basis.

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- (j) **The** scheduling of nurses required to remain available for duty on standby, including weekends, shall be distributed on an equitable basis.

H-2

Scheduling

The formulation of working schedules are as set out below for nurses employed on an extended tour basis,

- (a) Shift schedules' will be posted four **(4)** weeks in advance **and** cover a four **(4)** week period.
- (b) A request by a nurse for a change in the posted shift schedule (i.e., exchange of regular days off or tours) must be submitted in writing and co-signed, by the nurse **willing** to make the exchange at least forty-eight **(48)** hours prior **to** the requested change. Such request is subject to approval by the Employer, but will not be unreasonably denied. Such exchange shall not in **any** event result in premium or **overtime** payment by the Employer.
- (c) **Nurses** will not be scheduled to work more than three **(3)** consecutive extended tours.
- (d) No split tours will be **scheduled**.
- (e) A nurse shall be scheduled off work for a minimum of five **(5)** consecutive days at either Christmas or New **Year's**. Christmas time shall be defined as **0700** hours December **24** to **0700** December **27** and New Year's shall be defined as **0700** hours December **31** to **0700** hours January **2**. For those nurses scheduled off over the Christmas period the Hospital may schedule the New **Year's** Day paid **holiday** lieu day as part of the five **(5)** consecutive days off.

Nurses may request either Christmas or New Year's time off by October **15th** on a list posted by the Employer in each nursing unit. Nurses will yearly alternate Christmas and New Year's time off. The shift schedules covering Christmas and New Year's shall be posted by November **1st**.

The scheduling provisions in **H-2** will be waived between December **15** and January 5 to provide for Christmas and New Year's scheduling.

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- (f) A nurse is entitled to one **(1)** weekend off in two **(2)**.

A nurse will receive premium pay as provided for in Article **14.03** and for hours worked on a second **(2 nd)** consecutive 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 tours with another nurse; or

For the purpose of this **section** a weekend is defined as any **period** of fifty-six **(56)** consecutive hours following the Friday day tour to the Monday **day** tour inclusive.

- (g) The Hospital will schedule shifts so **that** nurses are **scheduled** to work no more night shifts than they are being scheduled to **work** on the day shifts.
- (h) The scheduling of nurses required to remain **available** for duty **on** standby, including weekends, shall be distributed on an equitable basis.

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Lieu Time Off For Overtime Worked

Where a nurse **has** chosen equivalent time off under Article **14.09** such time off must be taken within four **(4)** **pay periods** at a **mutually** agreeable time or payment will **be** made in accordance with Article **14.09**. If two or more nurses **request** time owing off on **the** same day the time off will be granted on a first come first serve basis. If **the requests** come in on the same day the nurse with the most time owing will be granted the time off. In the event a nurse requests a single vacation day and another nurse requests a time owing day and requests are submitted the same **day** the nurse with the most seniority will get the time off. More than one nurse can be off at one time if **coverage** can be arranged.

H-4

Payment of **weekend** premium as per Article **14.15** will be **for** all **hours worked** between **2300** hours Friday and **2300 hours** Sunday.

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H-5 In accordance with Article 14.10, the evening shift is defined as hours worked between 1500 hours and 2300 hours. The night is defined as hours worked between 2300 hours and 0700 hours.

ARTICLE I - PAID HOLIDAYS

I-1 The designation of paid holidays under Article 15.01 is as follows:

New Year's Day - January 1
Third Monday in February
Easter Monday
Good Friday
Victoria Day
Canada Day - July 1
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day - November 11
Christmas Day - December 25
Boxing Day - December 26

I-2 Where a nurse is entitled to a lieu day under Article 15.04 or 15.05, such day off must be taken within sixty (60) days after the holiday at a mutually agreeable time and must be requested two weeks prior to the day to be taken. If not requested or agreed upon by the 46th day the lieu date will be assigned or payment shall be made in accordance with Article 15.03.

Requests by the nurse shall not be unreasonably denied.

A R T I C L E - V A C A T I O N S

J-1 The date for determining vacation entitlement under Article 16.01 shall be June 30.

J-2 Vacations will be scheduled as follows:

(a) All requests for vacations for the period May 15 to November 14 must be submitted on the vacation planner which will be posted on each unit from February 15 to March 15 of each year.

This vacation schedule will be posted by April 15.

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- (b) All requests for vacations for the period November 15 to May 15 must be submitted on the vacation planner to be! posted from August 15 to October 1 of each year.

The vacation schedule will be posted by November 1.

- (c) In scheduling vacation requests, **preference** will be given to nurses in accordance! with their seniority and staffing requirements of the Unit, provided the nurse exercises this right by the date established in (a) or (b) above, after which time vacation requests, which must be in writing, will be scheduled on a first come, first served basis.
- (d) Vacations will not be scheduled for the period from **December 15** to January 5 to accommodate scheduling under H-1 (f) and H-2 (e).
- (e) Vacations earned as of **June 30** must be taken within the period January 5 to December 15 of the current calendar year.
- (f) **Nurses** may request and be granted vacation time in single days or in **3-3/4 hour** periods. Such requests are subject to the approval of the Hospital, but will not be unreasonably denied.
- (g) Prior to leaving on vacation, nurses shall be notified of the date and time on **which** to report for work following the vacation if the schedule has not been posted for such date,

ARTICLE K - BULLETIN BOARD

- K-1 The Hospital will provide two (2) bulletin boards for the posting of notices related to Association business, one (1) outside 'the cafeteria and one (1) in the basement of **Vance**. All notices shall be signed by the President of the Local Association or her designate.

ARTICLE L - MISCELLANEOUS

- L-1 (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.**

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- (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 JMB SHARING

M-1 It is agreed that a full time job may be shared by two **nurses** on the following basis:

1. Job Sharing requests with regard to full time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the appropriateness of such arrangements.
2. Where the job sharing arrangement arises out of the **filling** of a **vacant** full time position, both **job** sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. 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.
3. All job sharers shall be treated as regular part-time employees and be subject to the provisions of the part-time Collective Agreement.
4. 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 position or another part-time position. If she does not continue **full** time, the position must be **posted** according to the Collective Agreement.

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5. **Association** dues shall be **deducted** from each nurse in accordance with the **part-time** Collective Agreement,,
6. Posted schedules for the job sharers shall be based on the schedule; that would apply to a full time nurse holding that position. Such schedule shall conform with the scheduling provisions of the full time Collective Agreement.
7. Total hours **worked** by the two job sharers shall be equal **to one** full time position. The division of these hours over the **schedule** shall be determined by mutual agreement between the two nurses and the Head Nurse of the Unit. **Job** sharers shall not be requested to work any tours outside the tours of the full time position, except in cases of emergency. These emergency hours will be paid at **premium pay**.
8. Each job sharer may exchange shifts with her partner, as well as with other nurses in accordance with the Collective Agreement.
9. **If one of the job** sharers is ill or requires an absent day, she will attempt to **contact** her partner to **cover** the shift. If the shift cannot be covered then the job sharer will contact the Hospital for a replacement.
10. **Job sharers** will be entitled to vacation time and **pay** and paid holidays as provided to regular part-time nurses. The job sharers agree to cover up to a maximum of two **(2)** weeks of each others **vacation** during the months of July and **August**. Job sharers agree not to request **vacation for** the same period of time in July and August.

Where job sharers agree to cover for each other's vacation, they should not be **included** in any vacation quota.
11. The job sharers involved will have the right to determine **between** themselves which partner will **work** on scheduled paid holidays subject to **the** conditions of the Collective Agreement.
12. Nurses will be granted at least five **(5)** consecutive days off over either Christmas or New **Year's**. When one or both job sharers work over

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Christmas, **neither** can be required to work over New **Year's** and vice versa, unless mutually agreed otherwise.

13. Either party to this Collective Agreement shall have the option of **cancelling** Job Sharing with sixty **(60)** days written notice. Upon receipt of such notice a meeting **shall be** held between the parties within fifteen **(15)** days to discuss the discontinuation.
14. The job **sharer(s)** will. **have** the right of reverting back to the regular part-time position, if and when, job sharing is changed or cancelled.
15. Any issues arising out of the enforcement of Job Sharing will be dealt with at an **Association-Management Committee** meeting.