

| | | | |
|----------------------|-------|----|----|
| SOURCE | Hosp. | | |
| Wages EFF. | 91 | 04 | 01 |
| TERM. | 93 | 03 | 31 |
| No. OF EMPLOYEES | 309 | | |
| NOMBRE D'EMPLOYÉS | 309 | | |

FULL TIME

COLLECTIVE AGREEMENT

between

KINGSTON GENERAL HOSPITAL
(Hereinafter called the "Hospital")

and

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Association")

EXPIRY: March 31, 1993

0564605

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between

KINGSTON GENERAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

FULL TIME

April 1, 1991 - March 31, 1993

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APPENDIX 3 - SALARY SCHEDULE
Full Time TIME NURSES - MONTHLY AND HOURLY RATES

KINGSTON GENERAL HOSPITAL

| | APRIL 1, 1991 | | OCT. 1, 1991 | | APRIL 1, 1992 | |
|--------------------------------|---------------|---------|--------------|---------|---------------|---------|
| | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly |
| <u>REGISTERED NURSE</u> | | | | | | |
| Start | \$2,732.17 | \$16.81 | \$2,732.17 | \$16.81 | \$2,732.17 | \$16.81 |
| After 1 Year | \$2,877.67 | \$17.71 | \$2,877.67 | \$17.71 | \$2,877.67 | \$17.71 |
| After 2 Years | \$2,941.67 | \$18.10 | \$2,941.67 | \$18.10 | \$3,000.00 | \$18.46 |
| After 3 Years | \$3,083.33 | \$18.97 | \$3,083.33 | \$18.97 | \$3,166.67 | \$19.49 |
| After 4 Years | \$3,208.33 | \$19.74 | \$3,250.00 | \$20.00 | \$3,333.33 | \$20.51 |
| After 5 Years | \$3,333.33 | \$20.51 | \$3,375.00 | \$20.77 | \$3,500.00 | \$21.54 |
| After 6 Years | \$3,458.33 | \$21.28 | \$3,500.00 | \$21.54 | \$3,708.33 | \$22.82 |
| After 7 Years | \$3,583.33 | \$22.05 | \$3,666.67 | \$22.56 | \$3,916.67 | \$24.10 |
| After 8 Years | \$3,708.33 | \$22.82 | \$3,833.33 | \$23.59 | \$4,125.00 | \$25.38 |
| After 9 Years | \$3,833.33 | \$23.59 | \$4,000.00 | \$24.62 | \$4,333.33 | \$26.67 |
| <u>GRADE 1</u> | | | | | | |
| Start | \$2,652.82 | \$16.33 | \$2,652.82 | \$16.33 | \$2,652.82 | \$16.33 |
| After 1 Year | \$2,790.16 | \$17.17 | \$2,790.16 | \$17.17 | \$2,790.16 | \$17.17 |
| After 2 Years | \$2,848.93 | \$17.53 | \$2,848.93 | \$17.53 | \$2,905.62 | \$17.88 |
| After 3 Years | \$2,983.39 | \$18.36 | \$2,983.39 | \$18.36 | \$3,065.13 | \$18.86 |
| After 4 Years | \$3,103.81 | \$19.10 | \$3,144.78 | \$19.35 | \$3,224.97 | \$19.85 |
| After 5 Years | \$3,224.16 | \$19.84 | \$3,265.11 | \$20.09 | \$3,386.24 | \$20.84 |
| After 6 Years | \$3,340.15 | \$20.55 | \$3,380.90 | \$20.81 | \$3,581.72 | \$22.04 |
| After 7 Years | \$3,459.77 | \$21.29 | \$3,539.69 | \$21.78 | \$3,781.45 | \$23.27 |
| After 8 Years | \$3,580.82 | \$22.04 | \$3,701.50 | \$22.78 | \$3,982.44 | \$24.51 |
| After 9 Years | \$3,700.52 | \$22.77 | \$3,862.23 | \$23.77 | \$4,183.96 | \$25.75 |

KINGSTON GENERAL PIT

| | APRIL 1, 1991 | | OCT. 1, 1991 | | APRIL 1, 1992 | |
|---|---------------|---------|--------------|---------|---------------|---------|
| | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly |
| <u>TEAM LEADER, NURSE CLINICIAN, ASSISTANT HEAD NURSE</u> | | | | | | |
| Start | \$2,807.19 | \$17.28 | \$2,807.19 | \$17.28 | \$2,807.19 | \$17.28 |
| After 1 Year | \$2,960.57 | \$18.22 | \$2,960.57 | \$18.22 | \$2,960.57 | \$18.22 |
| After 2 Years | \$3,027.99 | \$18.63 | \$3,027.99 | \$18.63 | \$3,088.25 | \$19.00 |
| After 3 Years | \$3,172.84 | \$19.53 | \$3,172.84 | \$19.53 | \$3,259.78 | \$20.06 |
| After 4 Years | \$3,307.66 | \$20.35 | \$3,351.33 | \$20.62 | \$3,436.78 | \$21.15 |
| After 5 Years | \$3,435.89 | \$21.14 | \$3,479.52 | \$21.41 | \$3,608.61 | \$22.21 |
| After 6 Years | \$3,564.64 | \$21.94 | \$3,608.13 | \$22.20 | \$3,822.45 | \$23.52 |
| After 7 Years | \$3,695.29 | \$22.74 | \$3,780.65 | \$23.27 | \$4,038.87 | \$24.85 |
| After 8 Years | \$3,824.58 | \$23.54 | \$3,953.47 | \$24.33 | \$4,253.53 | \$26.18 |
| After 9 Years | \$3,952.43 | \$24.32 | \$4,125.15 | \$25.39 | \$4,468.77 | \$27.50 |

CHARGE NURSE, PERMANENT

| | | | | | | |
|---------------|------------|---------|------------|---------|------------|---------|
| Start | \$2,881.82 | \$17.73 | \$2,881.82 | \$17.73 | \$2,881.82 | \$17.73 |
| After 1 Year | \$3,039.74 | \$18.71 | \$3,039.74 | \$18.71 | \$3,039.74 | \$18.71 |
| After 2 Years | \$3,109.79 | \$19.14 | \$3,109.79 | \$19.14 | \$3,171.67 | \$19.52 |
| After 3 Years | \$3,257.10 | \$20.04 | \$3,257.10 | \$20.04 | \$3,346.35 | \$20.59 |
| After 4 Years | \$3,395.47 | \$20.90 | \$3,440.29 | \$21.17 | \$3,528.02 | \$21.71 |
| After 5 Years | \$3,530.58 | \$21.73 | \$3,575.41 | \$22.00 | \$3,708.06 | \$22.82 |
| After 6 Years | \$3,660.55 | \$22.53 | \$3,705.21 | \$22.80 | \$3,925.30 | \$24.16 |
| After 7 Years | \$3,796.67 | \$23.36 | \$3,884.38 | \$23.90 | \$4,149.68 | \$25.54 |
| After 8 Years | \$3,929.52 | \$24.18 | \$4,061.95 | \$25.00 | \$4,370.25 | \$26.89 |
| After 9 Years | \$4,060.88 | \$24.99 | \$4,238.34 | \$26.08 | \$4,591.39 | \$28.25 |

KINGSTON GENERAL HOSPITAL

| | APRIL 1, 1991 | | OCT. 1, 1991 | | APRIL 1, 1992 | |
|--|---------------|---------|--------------|---------|---------------|---------|
| | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly |
| <u>HEAD NURSE, CLINICAL INSTRUCTOR</u> | | | | | | |
| Start | \$2,955.56 | \$18.19 | \$2,955.56 | \$18.19 | \$2,955.56 | \$18.19 |
| After 1 Year | \$3,118.56 | \$19.19 | \$3,118.56 | \$19.19 | \$3,118.56 | \$19.19 |
| After 2 Years | \$3,190.80 | \$19.64 | \$3,190.80 | \$19.64 | \$3,254.29 | \$20.03 |
| After 3 Years | \$3,345.51 | \$20.59 | \$3,345.51 | \$20.59 | \$3,437.18 | \$21.15 |
| After 4 Years | \$3,487.83 | \$21.46 | \$3,533.87 | \$21.75 | \$3,623.99 | \$22.30 |
| After 5 Years | \$3,624.83 | \$22.31 | \$3,670.87 | \$22.59 | \$3,807.06 | \$23.43 |
| After 6 Years | \$3,759.19 | \$23.13 | \$3,805.05 | \$23.42 | \$4,031.07 | \$24.81 |
| After 7 Years | \$3,899.13 | \$23.99 | \$3,989.20 | \$24.55 | \$4,261.66 | \$26.23 |
| After 8 Years | \$4,035.56 | \$24.83 | \$4,171.55 | \$25.67 | \$4,488.17 | \$27.62 |
| After 9 Years | \$4,170.45 | \$25.66 | \$4,352.70 | \$26.79 | \$4,715.28 | \$29.02 |

APPENDIX 4
SUPERIOR CONDITIONS

It has been agreed that the following clauses will be relocated to Appendix 4 of the Local Appendix and entitled "Superior Conditions".

SENIORITY LISTS

The Employer shall provide the Association with a master information list in January, May and September containing the following information:

S.I.N., name, address, phone number

The Employer shall provide the Association monthly with a list showing additions or deletions or changes of address.

NOTE: The list provided for in section 5.05 shall include any other information that is currently provided to ONA. Additionally, the Hospital will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Hospital's payroll system.

EDUCATIONAL BONUS

In addition to the salaries prescribed in Appendix 3, the Employer will pay monthly bonuses set forth hereunder to all Full Time nurses utilizing the additional preparation in the position held.

Proof of the degree or certificate from a school of recognized standing must be submitted by the nurse to the Employer.

In accordance with the above, a nurse possessing more than one degree or certificate shall be entitled only to the highest bonus provided in the Schedule.

Payment of the bonus shall commence at the start of the first full pay period following filing with the Employer the required proof of standing, except that a newly-hired nurse who is qualified for an educational bonus on her date of hiring shall be paid from that date.

Monthly Educational Bonuses

Canadian Hospital Association/Canadian Nurses' Association, Nursing Unit Administration Course or its equivalent or six months Post Graduate Course -

\$ 15.00 per month

| | |
|------------------------------|--------------------|
| One year University Course - | \$ 40.00 per month |
| Baccalaureate Degree - | \$ 80.00 per month |
| Master's Degree - | \$120.00 per month |

FAILURE TO REGISTER

Failure to register within the time limits shall result in dismissal, without recourse to the grievance procedure. This applies to all new employees hired after the 1st of July, 1975. Nurses hired on or before the 1st of July, 1975, will not be prejudiced in any way by this provision,

DUES DEDUCTION LIST

The Employer shall forward to the Association a list showing the names of new nurses from whom Association dues are being deducted together with a list of terminations and all other changes of status which affect dues deductions or the rate of dues deducted.

FULL-TIMEAPPENDIX 5APPENDIX OF LOCAL PROVISIONSARTICLE A - RECOGNITION

A-1 The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses of Kingston Hospital; commonly known as the Kingston General Hospital at Kingston, employed in a nursing capacity, save and except supervisors and persons above the rank of supervisor, in accordance with certification by the Labour Relations Board on the 14th June, 1971.

For purposes of clarity, persons classified as a Unit Supervisor or Assistant Supervisor Operating Room exercise managerial functions and, therefore, are excluded from the Bargaining Unit.

ARTICLE B - CORRESPONDENCE

B-1 All correspondence sent by the Employer to the Association shall be sent to the chartered Local.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 It is understood that the following committees represent both Full Time and Part Time bargaining unit members:

- (a) Nurse Representatives - There shall be twenty-eight (28) nurse representatives.

There shall be no more than two (2) nurse representatives from any one (1) nursing unit.

- (b) Negotiating Committee - There shall be a Negotiating Committee composed of four (4) nurses.

- (c) Grievance Committee - There shall be a Grievance Committee composed of four (4) nurses.

- (d) Association-Hospital Committee - There shall be an Association-Hospital Committee composed of four (4) members of the Association and four (4) representatives of the Employer.

ARTICLE D - THE EMPLOYER'S RIGHTS

- D-1 Subject to the right of any nurse who feels that she has been unjustly treated to lodge a grievance in the manner hereinafter provided, the Association agrees to co-operate with the Employer at all times to maintain discipline and to maintain the highest standard of service and efficiency and the Association acknowledges the exclusive rights of the Employer as follows:
- D-2 To direct the operation of the Hospital in the best interest of the patients, the community and the nurses, both within and without the bargaining unit.
- D-3 To formulate reasonable policies, rules and regulations which are not inconsistent with the provisions of the Agreement.
- D-4 To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices; to enter into contracts for buildings, repairs, equipment, supplies, materials and services.
- D-5 To determine where, by whom, in what manner, at what time and under what conditions, nurses in the bargaining unit and/or contractors and their nurses shall perform their duties.
- D-6 To determine in the interest of efficient operation and highest standard of service, the hours of work, work assignments, methods of doing the work and the working establishment for any service, provided always that reasonable notice shall be given to the nurse or nurses involved, of any changes to be made.
- D-7 To maintain order and discipline, to hire, promote, transfer, demote, suspend, discharge or otherwise discipline nurses for just cause.
- D-8 To instruct and direct nurses in their duties, responsibilities and conduct.
- D-9 To have absolute control of buildings, use of buildings, use of utensils, equipment, machinery, tools, supplies, materials, insurance, drugs and medicines and of clothing, uniforms, and all other articles or things belonging to the Employer.

ARTICLE E - INTERVIEW

- E-1 The Hospital allows a designated representative of the local association a maximum of 30 minutes during orientation to interview new nurses.

ARTICLE F - RETIREMENT AGE

- F-1 The normal retirement age shall be sixty-five (65) for all nurses. Upon notifying the Association, in writing, the Employer may, however, at its sole discretion continue to employ on a month-to-month basis any nurse after he or she has attained retirement age, at an occupation which takes into consideration the ability and physical and mental condition of such nurse.

ARTICLE G - SENIORITY LISTS

- G-1 Seniority lists shall be posted in January and July of each year and shall contain the following information:
- Name, hire date.

ARTICLE H - VACATION

- H-1 Vacations will be scheduled at times mutually convenient to the Hospital and the nurse. Up to and including 31st of March of a given year, nurses shall note their requests in writing (including alternatives, if they so wish) and shall be given preference as to their selection of vacation on the basis of their Hospital seniority in the unit.

Vacation requests presented prior to March 31st will be considered for the period from April 1 of the current year until March 31st of the following year. Subsequent to the 31st of March, nurse requests shall be granted on a first come, first served basis.

- H-2 A nurse shall not accrue vacation credits to an amount which exceeds the sum total of two times her annual vacation entitlement. Any vacation in excess of this amount shall be either paid out or scheduled by the immediate supervisor.

The Employer shall provide each unit with a master copy of vacation entitlement twice per year.

- H-3 Nurses may, upon giving at least ten (10) days notice in writing receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

- H-4 Vacations requested prior to March 31st shall be posted by 15th May. The Unit Supervisor will respond to all other vacation requests, in writing, within fourteen (14) days.

- H-5 A nurse shall not avail herself of vacation not accrued to her credit. @
- H-6 A nurse who would otherwise be scheduled to work on a weekend may not request more than five (5) such scheduled weekends off for vacation during such calendar year, provided that a block of vacation of one week or more will not be included in the above.

ARTICLE I - PAID HOLIDAYS

- I-1 The Employer agrees to recognize the following paid holidays:
- | | |
|----------------------------|-----------------------------|
| January 1 (New Year's Day) | Civic Holiday |
| 3rd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | 3rd Monday in November |
| Victoria Day | December 25 (Christmas Day) |
| July 1st (Canada Day) | December 26 (Boxing Day) |
- I-2 The parties hereto recognize that the Hospital must extend daily service to patients and that it is therefore necessary to retain a portion of nurses at work on holidays. If another day is substituted by statute or decree, or by mutual agreement between the parties for observance of any of the holidays listed in the section, the day of observance so substituted shall be deemed to be the holiday for purposes of this section.
- I-3 If a nurse qualifies under the provisions of Article 15 of the Collective Agreement, she will receive a lieu day off, such lieu day to be granted at a mutually agreed upon time within ninety (90) calendar days of the paid holiday.
- Requests for lieu days will not be unreasonably denied and will not be designated.
- I-4 A tour that begins or ends during the twenty-four hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour. This provision shall also apply to hours of standby.

ARTICLE J - REPORTING SICK

- J-1 Nurses claiming sick pay benefits will observe the following procedure:

- (a) Nurses taking ill or suffering an accident during working hours, will notify their immediate supervisor before leaving their duties.
- (b) Where the illness or accident takes place at times other than the nurse's normal working hours, the nurse will notify her immediate supervisor or designate, as soon as possible but in any event, not less than one (1) hour prior to the day shift and four (4) hours for all other shifts.
- (c) Prior to resuming work, following sick leave, the nurse will provide reasonable notice to her nursing unit.

ARTICLE K - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

- K-1 Leave of Absence without loss of seniority shall be granted to nurses who are elected or appointed to represent the local Association. Not more than five (5) nurses will be considered for any one (1) period of time and no more than one (1) from any one nursing unit. All such leave shall not exceed a total of sixty (60) working days in any one (1) calendar year.
- K-2 All requests must be submitted in writing at least two (2) weeks in advance except in extenuating circumstances. Where the Association is aware of the need for leave prior to the posting of the schedule, it will endeavour to advise the Hospital.

ARTICLE L - REST PERIODS

- L-1 There shall be a rest period in each half tour, the duration of which is set out in Article 13 of the Collective Agreement. Rest periods may be combined by mutual agreement.

ARTICLE M - SCHEDULING REGULATIONS

Extended Tours

The following provisions apply to extended tours only.

- M-1 Notwithstanding Article 14.15 of the Collective Agreement, it is understood that for scheduling purposes a weekend consists of sixty (60) consecutive hours off work. This weekend period commences 1900 hours on the Friday shift until 0700 hours on the Monday shift.

- M-2
- (a) Not more than three (3) consecutive tours may be scheduled. Following three (3) consecutive tours, nurses shall have forty-eight (48) hours off duty;
 - (b) The maximum number of tours worked in any given seven (7) day period shall be five (5);
 - (c) Alternate weekends will be scheduled off duty.

Where a nurse has been scheduled to work outside the regulations outlined above, she shall receive premium payment in accordance with the provisions of Article 14.03, for the hours worked outside this provision.

M-3 A nurse requesting night tours on a permanent basis may be granted such request where deemed appropriate by the immediate supervisor.

- M-4
- (a) Extended tours shall be introduced into any unit when:
 - i) eighty percent (80%) of the nurses who vote 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) fifty percent (50%) of the nurses who vote so indicate by secret ballot, or
 - ii) the Hospital because of:
 - (1) adverse effects on patient care;
 - (2) inability to provide a workable staffing schedule, or
 - (3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
 - (c) When notice of discontinuation is given by either party in accordance with paragraph (b) 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 extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

- (d) Nurses wishing to hold a vote to commence or discontinue extended tours must provide at least six week's written notice to their immediate supervisor. After the initial vote has taken place, only one further vote may be taken but not before six (6) months has elapsed after the initial vote. There shall be no further votes after the second vote before a period of twelve (12) months has elapsed.

Regular Tours

The following provisions apply to regular tours only.

M-5 Notwithstanding Article 14.15 of the Collective Agreement, it is understood that for scheduling purposes, a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

M-6 The Employer will endeavour to schedule alternate weekends off. If a nurse is required to work on a third or subsequent consecutive weekend of duty, she shall receive a premium payment in accordance with the provisions of Article 14.03 for the hours involved, save and except where:

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

The Employer will schedule days off for nurses on the basis of two (2) at each time and to so arrange schedules that no nurse will work for more than seven (7) consecutive days without two (2) days off. Split days off may be arranged to enable scheduling of one (1) weekend off in two (2).

Where a nurse has been scheduled to work outside the regulations outlined above, she shall receive premium payment in accordance with the provisions of Article 14.03, for the hours worked outside this provision.

M-7 A nurse requesting evening or night tours on a permanent **basis may** be granted such request where deemed appropriate by the immediate supervisor.

Regular and Extended Tours

The following provisions apply to both regular and extended tours.

M-8 Evening tours shall be defined as the hours that fall between 1500 hours and 2300 hours. Night tours shall be defined as the hours that fall between 2300 hours and 0700 hours.

A weekend premium shall be paid for hours worked between 2300 hours Friday to 2300 hours Sunday.

M-9 (a) Six (6) week tour of duty schedules and days off will be posted at least two (2) weeks in advance. The Employer shall post the new schedules on Fridays.

(b) Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of the schedule being posted.

(c) Requests for changes in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange days off or tours of duty. It is understood that such a change in tour of duty initiated by a nurse and approved by the Employer shall not result in overtime payment.

M-10 A period of sixteen (16) consecutive hours off shall be scheduled between a change of tours and forty-eight (48) hours off shall be scheduled after nights. Split tours will not be scheduled.

Where a nurse has been scheduled to work outside the regulation outlined above, she shall receive premium payment in accordance with the provisions of Article 14.03, for the hours worked outside this provision.

M-11 The Employer will schedule so that one half of nurses' tours of duty are day tours. When this is not possible the nurses involved who rotate shall, over the period of twenty-four (24) weeks, be scheduled the same number of day tours as other nurses working in the same unit as per the unit divisions utilized for scheduling purposes. Days off shall not be included in the above averaging system.

Where a nurse has requested a change in their regular posted schedule for personal reasons, the foregoing provisions do not apply.

M-12 On Call Scheduling

(a) The Hospital will determine areas where on call scheduling is deemed essential.

- (b) When on call scheduling is to be introduced into any unit or department, at least forty-two (42) days notice will be provided to nurses on the unit.
- (c) The immediate supervisor in arranging on call schedules will consult with the nurses on the unit and provide an opportunity for input from the nurses prior to posting the schedule.

M-13Christmas Scheduling

- (a) Nurses shall be scheduled off at either Christmas or New Years on an alternating basis.
- (b) Time off at Christmas shall include December 24, 25, 26. Time off at New Years shall include December 31 and January 1. The Hospital will schedule not less than five (5) consecutive days off for each nurse at either Christmas or New Year, except nurses who normally work Monday to Friday and are not normally scheduled to work on a paid holiday. If a nurse is so scheduled to work, she shall be paid premium pay, in accordance with Article 14.03.
- (c) Nothing shall preclude the above conditions, unless the nurse has made a written request for a change and her immediate supervisor has agreed in writing.
- (d) Requests shall be made in writing to the Unit Supervisor by November 1st of the given year.
- (e) Notices with respect to time off on Christmas and New Year's holidays will be posted by the 1st of December each year.
- (f) In order to accommodate variations in a calendar year and the date by which nurses must request time off at Christmas and New Years, no less than a four (4) week schedule and no more than a six (6) week schedule shall be posted prior to December 1, provided the Employer brings the scheduling concerns to the Hospital-Association Committee by the June meeting of each calendar year.
- (g) A nurse requesting changes in the Christmas or New Years schedule will secure their own replacement and obtain that nurse's agreement in writing. This request will be submitted to the Unit Supervisor for approval.
- (h) It is understood that such exchange initiated by a nurse and approved by the Employer shall not be considered as a violation of the scheduling regulations and will not result in premium payment.

- (i) It is understood that such an exchange shall have no bearing on her alternating Christmas or New Years schedule for the following year.
- (j) The only scheduling regulations that shall apply between December 15th and January 15th are as follows:
 - i) Nurses shall not be subjected to short turn around times;
 - ii) Nurses on extended tours shall not be subjected to more than three (3) tours in a row.

Where a nurse has been scheduled to work outside the regulations outlined above, she shall receive premium payment in accordance with the provisions of Article 14.03 for the hours worked outside this provision.

ARTICLE N - DEFINITIONS

- N-1 Nurse - Wherever this term is used in this agreement, it shall mean both registered and graduate nurse, unless indicated otherwise.
- N-2 Tour - Where the word "tour" is used in this Agreement, it is to be read as synonymous with the word "shift".

ARTICLE O - UNIFORMS

- O-1 Every reasonable effort will be made by the Hospital to provide proper accommodation for nurses to keep their clothes and to change into and out of uniforms.
- O-2 Nurses are required to store all clothing items in the designated lockers provided for this purpose.

ARTICLE P - BULLETIN BOARD

- P-1 The Hospital shall provide bulletin boards upon which the Association shall have the right to post notices subject to the approval of the Employer prior to the posting. Requests for additional bulletin board space (outside of existing glassed boards) will not be declined in an unreasonable or arbitrary manner.

ARTICLE Q - MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE

- Q-1 The Employer will provide an information pamphlet on the Hospital's liability insurance policy and to provide

education on legal matters pertaining to nursing. The Association may submit its concerns and suggestions in writing to facilitate planning of the program.

ARTICLE R - CHANGES TO STAFF COMPLEMENTS

- R-1 The Hospital and Association will discuss the transfer of nurses from another agency to the Hospital or from the Hospital to another agency whenever a proposal has been made to merge, consolidate or integrate services from one agency to another.
- R-2 Where the nurses of such other agency are represented by the Association, such discussions may take place in conjunction with the other agency and representatives of the nurses affected.
- R-3 Discussions will include but not be restricted to seniority and service.

ARTICLE S - PREPAID LEAVE

- S-1 Effective April 1, 1989, a maximum of twenty (20) nurses may be away from the Hospital at any one time. The distribution of these nurses will be determined in a fair and equitable manner in accordance with staffing levels at the discretion of the Hospital. The parties agree to review the number of nurses who may access the prepaid leave plan each calendar year.

ARTICLE T - JOB SHARING

- T-1 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:
- (a) Job sharing requests with regard to Full Time positions shall be considered on an individual basis.
 - (b) Total hours worked by the job sharer 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 Head Nurse of the Unit.
 - (c) The above schedules shall conform with the scheduling provisions of the Full Time Collective Agreement.
 - (d) Each job sharer may exchange shifts with her partner as well as with other nurses as provided by the Collective Agreement.

(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) Coverage:

(i) 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 to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

(ii) 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

(g) 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.

(h) 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.

(i) 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.

(j) Discontinuation

Either party may discontinue a 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 U - WORKERS' COMPENSATION AND REINSTATEMENT

- U-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.
- U-2 When it has been medically determined that a nurse is unable to return to her former position due to a permanent 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 nurse's return to suitable work.
- U-3 The Hospital agrees to provide the nurse with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE V - MISCELLANEOUS

- V-1 A nurse who is on Long Term Disability shall have her benefits continue. However should the nurse choose not to continue paying her share of premiums while on LTD, the Hospital will not be required to pay its share.

Dated at Kingston, Ontario this 13th day of July, 1993.

FOR THE HOSPITAL

ONTARIO NURSES' ASSOCIATION

Amelia O. Walters
Leone S. Davis
P. Devine
E. Whelan
Roseanne Bateman

Aileen Holroyd
Daphne Roberts
Bonnie Helan
M. Stewart

