

SOURCE	ONA		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	213		
NOMBRE D'EMPLOYES	213		

PART-TIME

COLLECTIVE AGREEMENT

Between

THE ROYAL VICTORIA HOSPITAL OF BARRIE  
(hereinafter called "Hospital")

OF THE FIRST PART

and

ONTARIO NURSES' ASSOCIATION  
(hereinafter called "Association")

OF THE SECOND PART

Expiry: March 31, 1991.

APR 14 1989

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APPENDIX 3

SALARY SCHEDULE AND CLASSIFICATION

Registered Nurse (Part-time)

	<u>April 1, 1988</u>	<u>April 1, 1989</u>	<u>April 1, 1990</u>
	<u>Regular Straight Time Hourly Rate</u>	<u>Regular Straight Time Hourly Rate</u>	<u>Regular Straight Time Hourly Rate</u>
Start	15.85	16.17	16.81
After 1 year	16.45	17.03	17.71
After 2 years	16.71	17.29	17.98
After 3 years	17.01	17.601	18.31
After 4 years	17.39	18.04	18.76
After 5 years	17.73	18.40	19.13
After 6 years	18.12	18.80	19.55
After 7 years	18.55	19.24	20.01
After 8 years		19.53	20.31
After 9 years			20.62

Applicable straight time hourly rate + 14%.

Assistant Head Nurse (Part-time)

Start	16.38	16.70	17.36
After 1 year	17.01	17.60	18.30
After 2 years	17.27	17.87	18.58
After 3 years	17.58	18.19	18.91
After 4 years	17.99	18.66	19.40
After 5 years	18.35	19.03	19.79
After 6 years	18.73	19.43	20.20
After 7 years	19.15	19.87	20.66
After 8 years		20.16	20.96
After 9 years			21.28

Applicable straight time hourly rate + 14%.

APPENDIX 3

SALARY SCHEDULE AND CLASSIFICATIONS

	<u>April 1, 1988</u>	<u>April 1, 1989</u>	<u>April 1, 1990</u>
	<u>Regular Straight</u>	<u>Regular Straight</u>	<u>Regular Straight</u>
	<u>Time Hourly Rate</u>	<u>Time Hourly Rate</u>	<u>Time Hourly Rate</u>

ICU/CCU (Part-time)

Start	16.05	16.37	17.02
After 1 year	16.64	16.37	17.90
After 2 years	16.88	17.47	18.16
After 3 years	17.22	17.82	18.53
After 4 years	17.58	18.23	18.95
After 5 years	17.93	18.60	19.34
After 6 years	18.32	19.00	19.76
After 7 years	18.73	19.43	20.20
After 8 years		19.72	20.50
After 9 years			20.81

Applicable straight time hourly rate + 14%.

APPENDIX 3

SALARY SCHEDULE AND CLASSIFICATIONS

*A J*  
*Graduate*  
*nurse*  
*PM.*

	<u>April 1, 1988</u>	<u>April 1, 1989</u>	<u>April 1, 1990</u>
	<u>Regular Time</u>	<u>Straight Time</u>	<u>Regular Time</u>
	<u>Hourly Rate</u>	<u>Hourly Rate</u>	<u>Straight Hourly Rate</u>
Start	15.33	15.63	16.25
After 1 year	15.92	16.47	<b>17.12</b>
After 2 years	16.18	16.74	17.40
After 3 years	16.49	17.06	17.74
After 4 years	16.86	17.49	18.18
After 5 years	17.21	17.85	18.56
After 6 years	17.59	18.24	18.96
After 7 years	18.02	18.69	<b>19.43</b>
After 8 years		18.97	19.72
After 9 years			20.02

Applicable straight time hourly rate + 14%.

APPENDIX 4

SUPERIOR CONDITIONS

Article 19.15 of the previous Collective Agreement states:

"Educational allowances will be paid to nurses utilizing the additional preparation. These bonuses apply to the Assistant Head Nurse Classification.

Nursing Administration and Post-Graduate Courses	-\$15.00 per month
Diploma	-\$40.00 per month
Degree	-\$80.00 per month
General Duty Nurse Specialty Post Graduate courses, i.e. midwifery utilized in areas of the specialty	-\$15.00 per month

Such bonuses may be withheld or paid in part until the completion of the probationary period."

APPENDIX 5

LOCAL ISSUES

ARTICLE A - RECOGNITION

- A.01 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed by Royal Victoria Hospital of Barrie, Inc. at Barrie, engaged in a nursing capacity, save and except, Head Nurses, persons above the rank of Head Nurse, Staff Health Nurse, the Discharge Referral Officer and the Head of the Central Supply Department.
- A.02 The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- A.03 "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B.01 The Association acknowledges that it is the exclusive right of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline nurses for just cause, provided that a claim or discriminatory classification, promotion, demotion, or transfer, or a claim that a nurse has been unjustly discharged, suspended or otherwise disciplined, may be the subject of a grievance and dealt with in accordance with the grievance procedure;
  - (c) establish and enforce reasonable rules and regulations to be observed by the nurses, but before altering such rules and regulations, the Hospital will discuss same with the Association, and give the Association an opportunity of making representation with respect to such proposed alterations;
  - (d) generally to manage and operate the Hospital in all respects, in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of

machines, and equipment to be used, the allocation and number of nurses required from time to time, and the standards of nursing performance for all nurses;

(e) when disciplining a nurse, the Hospital will inform the nurse and the **Association**. A nurse representative may be present at the request of either party.

B.02 These rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION (ARTICLE 6)

C.01 Nurse Representatives

There shall be fifteen (15) nurse representatives, one (1) from each unit of the Hospital, including one (1) nurse representative from the part-time.

C.02 Grievance Committee

There shall be a Grievance Committee of not more than four (4) nurses.

C.03 Negotiating Committee

There shall be a Negotiating Committee of not more than four (4) nurses.

C.04 Hospital-Association Committee

This Committee will be composed of three (3) representatives of the Association and an equal number of representatives from the Employer. Each party may have alternates to replace a member from time to time.

ARTICLE D - ASSOCIATION DUES (ARTICLE 5)

D.01 The Association interviews will be scheduled collectively during nursing orientation, at an appropriate time arranged between the Association and the Staff Education Department.

ARTICLE E - JOB SECURITY (ARTICLE 10)

E.01 A copy of the seniority list will be filed with the Association on December 1st and June 1st.

ARTICLE F - LEAVE OF ABSENCE (ARTICLE 11)

- F.01 Leave of absence for Association business shall be granted pursuant to the following conditions:
- (1) adequate notice shall be provided;
  - (2) no more than four (4) nurses shall be absent on such leave at the same time;
  - (3) the cumulative total for such leave shall be sixty (60) days during the calendar year;
  - (4) no more than one (1) nurse from the same areaa will be off on such leave at the same time.

ARTICLE G - HOURS OF WORK (ARTICLE 13)

- G.01 The Employer may introduce a longer daily tour with the approval of the Local.
- G.02 (a) A Nurse will receive premium payment as defined in Article 14.03 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.
- (b) For the purpose of scheduling, a weekend shall consist of fifty-six (56) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift.
- G.03 Violation of the following will be compensated by premium payment, as defined in Article 14.03:
1. No less than two (2) consecutive tours between changes of shift unless otherwise agreed.
  2. A request by a nurse for a change of scheduled working hours must be submitted in writing and co-signed by the nurst willing to exchange tours.
  3. No split shifts.

4. 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, and minimum of split **days** will be scheduled.
5. Nurses will not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed.
6. Where a full-time or permanent part-time nurse normally rotates, at least fifty (50%) percent of her tours shall be scheduled on the day tour within a three (3) month period, unless otherwise mutually agreed.
7. At least forty-eight (48) hours time off shall be scheduled following night tour.
8. Not more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed.
9. These regulations may be waived between December 15th and January 8th, **so** that nurses will receive six (6) or more consecutive days off at either Christmas or New Year's. Christmas time off will include Christmas Eve, Christmas Day and Boxing Day, and New Year's time off will include New Year's Eve and New Year's Day. Each nurse will be advised on the time off six (6) weeks in advance. This provision shall not apply to any area where nurses normally work Monday to Friday, and are not normally scheduled to work on paid holidays.
10. Schedules for full-time and permanent part-time nurses will be posted six (6) weeks in advance.
11. Requests will be submitted one (1) week prior to posting.
12. A nurse will not be required to change tours of duty more than once during a work week.
13. A nurse will be granted permanent evening or night tour, if requested, when a vacancy occurs. Such nurse will be expected, if requested by the Assistant Executive Director of Patient Care Services to return to the day tour for inservice education.

G.04 (i) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where seventy-five (75%) percent of the nurses on a given unit(s) are in favour, and where the Hospital is also in agreement. Following the trial period, the extended tour arrangement will be continued upon agreement of the Hospital. If at any time following the trial period, either the Hospital or seventy-five (75%) percent of the nurses involved request the discontinuance of this tour system, it will then be discontinued.

Where a majority of the nurses on the unit(s) in question have voted to initiate the trial period, and where the extended tour arrangement is continued after the trial period, then all the nurses on the unit(s) in question shall be required to work the extended tour during the trial period and thereafter.

(ii) The scheduling cycle for the twelve (12) hour extended tour will be an average of seven (7) tours in each two (2) week period. The Hospital shall endeavour to schedule not more than three (3) consecutive tours of work.

(iii) The scheduling cycle for the ten (10) hour extended tour will be an average of eight (8) tours in each two week period. The Hospital shall endeavour to schedule not more than four (4) consecutive tours of work.

G.05 A nurse who is required to work on a unit, other than her regular unit for one (1) tour shall not be designated in change for the tour unless there is an emergency.

G.06 The Nurse Management Committee shall look at all requests by either party regarding scheduling.

ARTICLE H - PAID HOLIDAYS (ARTICLE 15)

H.01 The Employer agrees to recognize the following paid holidays:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Effective April 1, 1989, the twelfth paid holiday will be designated as the first Monday in June.

- H.02 Due to the nature of the services necessary in a Hospital, many of the nurses may be required to work on these holidays. In general, nurses will alternate with each other in being absent from work on holidays, unless otherwise mutually agreed. Paid holidays or days in lieu thereof shall not be used to change tours.
- H.03 Prior to scheduling on paid holidays, the Head Nurse will consider each nurse's preference for such holiday, provided there is no delay by the nurse in stating the preference.
- H.04 (a) Where a holiday falls during a nurse's scheduled vacation period, and the nurse and the Hospital agree to schedule a different day off with pay, such day shall be scheduled at a mutually agreeable time.
- (b) Where a holiday falls on a nurse's scheduled day off, an additional day off with pay will be scheduled at a mutually agreeable time.
- (c) A nurse required to work on any of the foregoing holidays shall be paid in accordance with Article 15.05 of the Collective Agreement, and she shall receive a lieu day which shall be scheduled by mutual agreement, concurrently with scheduled weekends off, or vacation. Not more than five (5) days may be accumulated and added to vacation if taken in the month of October, November, February, March, April or May.

ARTICLE I - VACATIONS WITH PAY (ARTICLE 16)

- I.01 Nurses will be allowed to accumulate six (6) weeks of vacation entitlement.
- I.02 The Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates and the continuity of weeks, subject to the need to meet the operating requirements of the Hospital.
- I.03 The Hospital will endeavour to schedule the weekend off prior to the commencement of vacation, and shall schedule the weekend off following vacation.
- I.04 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

- I.05 Nurses shall be given preference with respect to their vacation periods, in accordance with their seniority within their work area, however, vacation choice in the first year, following a transfer will be last choice in that unit to which transferred, and thereafter, vacation will be in accordance with Hospital seniority.
- I.06 Vacation pay shall be issued immediately preceding the commencement of vacation if so requested in writing.

ARTICLE J - SICK LEAVE (ARTICLE 12)

- J.01 In the event of illness, a nurse must notify the Nursing Office as soon as possible: in the case of day shift, not later than 0600 hours, evening shift, not later than 1130 hours, and night shift, not later than 1700 hours.
- J.02 A nurse shall advise the Hospital on the third (3rd) day of illness of the approximate length of time required as sick leave, and will also notify the Hospital of her expected date of return to duty: any changes in the expected date of return will be similarly notified.

ARTICLE K - PREMIUM PAYMENT (ARTICLE 14)

- K.01 Where a nurse has worked and accumulated approved overtime hours, such hours may be accumulated up to a maximum of thirty-seven and one-half (37.5) overtime hours. Such time off shall be taken at a time agreeable to the nurse and her Immediate Supervisor.

ARTICLE L - REGULAR PART-TIME COMMITMENT (ARTICLE 2)

- L.01 The regular part-time commitment to be available shall be as follows:
- (i) working either Christmas and Boxing Day or New Year's Day as scheduled. This provision shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.
  - (ii) a minimum of .5 full-time equivalent per week averaged over a three (3) month period.
  - (iii) working all three (3) shifts except where the nurse is working a permanent shift.

ARTICLE M - FOR OVER FIVE YEAR PLAN

M.01 In the four over five year plan there will be a maximum of five (5) nurses per year. There shall be no more than one (1) nurse per unit.

ARTICLE N - JOB SHARING

The introduction of job sharing arrangements will be subject to mutual agreement between the Association and the Hospital.

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

1. The Hospital has the undisputed right to designate and increase or decrease the full-time positions eligible to be deemed job sharing. The Employer shall not arbitrarily unreasonably refuse to implement job sharing.
2. Each department/unit will determine the approximate number of full-time positions to be allotted to job sharing.
3. One full-time position is shared by two (2) or more part-time staff members.
4. Staff employed in a job shared position accept the conditions for the full-time rotation and hours as scheduled and must be compatible with one another. Where non-compliance occurs, Management has the right to intervene.
5. **As** a general rule, job sharers must be prepared to cover each other's incidental illnesses. However, where one job sharer cannot, due to circumstances beyond her control, cover the other's shift, she must notify the Nursing Unit Manager or her designate, and the Hospital will attempt to provide the necessary coverage.
6. In the event of one job sharer taking a Leave of Absence, the other job sharer must be prepared to cover the absent partner's shifts. However, where the covering nurse can demonstrate special circumstances which prevent her from covering the Leave of Absence, the Hospital will attempt to provide the necessary coverage.
7. A job sharer's vacant hours of work resulting from vacation will be the responsibility of the alternate team member.

8. The employees are responsible to each other for attendance at staff meetings, committee meetings, and communication of unit information; i.e. inser vice, schedule, memos, etc. Attendance of both team members is encouraged where possible.
9. All **job** sharers shall be treated **as** regular part-time employees and be subject to the provisions of the Part-time Collective Agreement, except for scheduling which will be in accordance with the scheduling provisions of the Full-time Collective Agreement.
10. A job sharing position will be scheduled to work by the Hospital to either Christmas holiday or the New Year's holiday. An employee assigned a job sharing position will be expected to determine with her partner who will work the Christmas holiday or New Year's holiday. If there is any disagreement of who will work the Christmas holiday or New Year's holiday between an employee assigned a job sharing position and her partner, the Hospital will schedule such.
11. Benefits for job sharing are paid in accordance with the policy covering benefits for part-time staff.
12. 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. An 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.
13. When one member resigns, their position will be posted in accordance with the criteria set out in the Collective Agreement and where no replacement will be found, the remaining staff member will be offer either part-time or full-time employment. Management reserves the right to determine the continuation of this position.
14. Either the Hospital or the Association shall have the option of cancelling this agreement after providing the other party with thirty (30) calendar days written notice. The **job** sharer(s) will have the option of reverting back to a regular part-time position, should this agreement be cancelled or changed.

LETTER OF INTENT

BETWEEN :

Royal Victoria Hospital

- 'and -

Ontario Nurses' Association

Should the extended hours of the Operating Room be discontinued, the accumulation of overtime will be increased to 45 overtime hours.

Dated at Barré, Ontario, this 10 day of November, 1988

ON BEHALF OF THE ASSOCIATION

Catherine D'Amico R.N.  
Karen Gyles R.N. Pres  
Frances Palmer R.N.  
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\_\_\_\_\_

ON BEHALF OF THE HOSPITAL

Pat Little  
P. M. Cleary  
\_\_\_\_\_  
\_\_\_\_\_

DATED at Bowie, Ontario this 10 day of November, 1988

ON BEHALF OF THE ASSOCIATION

Francis Palmer R.R.  
Catherine Allen F.R.D.  
Karen Boyd O.S.A. Pres

ON BEHALF OF THE HOSPITAL

Pat Little  
R.M. Chesky