

SOURCE	Unison		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	35		
NOMBRE D'EMPLOYÉS	R.W.		

FULL-TIME

COLLECTIVE AGREEMENT

between

DUFFERIN AREA HOSPITAL
(hereinafter called the "Hospital")

and

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

EXPIRY: March 31st, 1991

SEP 20 1990

0578703

APPENDIX 3

Salary Schedule (Full-Time)

Effective April, 1988

Assistant Head Nurse

Monthly Rate

Start	2679.92
After 1 Year	2783.11
After 2 Years	2824.77
After 3 Years	2873.37
After 4 Years	2937.33
After 5 Years	2991.62
After 6 Years	3054.25
After 7 Years	3123.85

Graduate Nurse

Start	2488.79
After 1 Year	2566.46
After 2 Years	2587.27

Effective April 1, 1989

Assistant Head Nurse

Start	2733.52
After 1 Year	2880.52
After 2 Years	2923.64
After 3 Years	2973.94
After 4 Years	3047.48
After 5 Years	3103.81
After 6 Years	3168.78
After 7 Years	3240.99
After 8 Years	3289.60

Graduate Nurse

Start	2538.57
After 1 Year	2656.29
After 2 Years	2677.82
After 3 Years	2717.99

Effective April 1, 1990

Assistant Head Nurse

	<u>Monthly Rate</u>
Start	2842.86
After 1 Year	2995.74
After 2 Years	3040.59
After 3 Years	3092.90
After 4 Years	3169.38
After 5 Years	3227.96
After 6 Years	3295.53
After 7 Years	3370.63
After 8 Years	3421.18
After 9 Years	3472.50

Graduate Nurse

Start	2640.11
After 1 Year	2762.54
After 2 Years	2784.93
After 3 Years	2826.71
After 4 Years	2869.11

NOTE :

For Registered Nurse salary rates please refer to Article 19.00
Compensation 19.01 (a) of the Full-time Collective Agreement.

APPENDIX 3

Classification - Registered Nurse

Effective April 1, 1988

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
Start	\$ 15.85	\$2,575.55
1 Year	16.45	2,673.38
2 Years	16.71	2,715.06
3 Years	17.01	2,763.67
4 Years	17.39	2,825.96
5 Years	17.73	2,881.64
6 Years	18.12	2,944.28
7 Years	18.55	3,013.88

Effective April 1, 1989

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
Start	\$ 16.17	\$2,627.06
1 Year	17.03	2,766.95
2 Years	17.29	2,810.09
3 Years	17.60	2,860.40
4 Years	18.04	2,931.93
5 Years	18.40	2,989.70
6 Years	18.80	3,054.69
7 Years	19.24	3,126.90
8 Years	19.53	3,173.80

Note: **"Nurses** with the required level of service credit for purpose of advancement on the salary schedule shall **be** placed at the "8 years" level **on** the salary schedule, effective April 1, 1989."

Effective April 1, 1990

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
Start	\$ 16.81	\$2,732.14
1 Year	17.71	2,877.63
2 Years	17.98	2,922.49
3 Years	18.31	2,974.82
4 Years	18.76	3,049.21
5 Years	19.13	3,109.29
6 Years	19.55	3,176.88
7 Years	20.01	3,251.98
8 Years	20.31	3,300.75
9 Years	20.62	3,350.26

Note: "Nurses with the required level of service credit for purposes of advancement on the salary schedule shall **be** placed at the "9 years" level on the salary schedule, effective April 1, 1990."

APPENDIX 4

SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD

DATED OCTOBER 23, 1981

Clause # Central Award (Full-Time)	Applicable Clause from existing Collective Agreement	
Article 5 Note	7.01	The Hospital will provide all other changes of status which affect dues deductions or the rate of dues deducted.
10.04 Note	11.05	A nurse shall continue to accumulate seniority during any approved unpaid leave of absence not exceeding thirty (30) working days, Should the leave of absence exceed thirty (30) days she shall retain seniority attained to the date of absence began. (This provision applies to nurses on staff as of October 23, 1981.
12.02	20.02	<p>Nurses with five (5) years but less than ten (10) years of continuous service who terminate their services for any reason will be allowed to cash out twenty-five percent (25%) of their Sick Leave Bank to a maximum of thirty (30) days.</p> <p>Nurses with ten (10) years of continuous service who terminate their service for any reason will be allowed to cash out fifty percent (50%) of their Sick Leave Bank to a maximum of thirty (30) days.</p> <p>Nurses who retire under any of the terms of the Hospitals of 'Ontario Pension Plan will be able to cash out fifty percent (50%) of their total Sick Leave Bank.</p>

APPENDIX 5

APPENDIX
TO THE
COLLECTIVE AGREEMENT

Between :

DUFFERIN AREA HOSPITAL, ORANGEVILLE
(hereinafter called the "Hospital")

And :

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

FULL TIME NURSES

Article A - Recognition
Article B - Management Functions
Article C - Association Representation
Article D - Leave of Absence - Association Business
(Local)
Article E - Hours of Work - Scheduling
Article F - Paid Holidays
Article G - Vacations
Article H - General
Article I - Prepaid Leave Plan .

Letter of understanding'- Extended Tours

Appendix A - Job Sharing

ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged on a full-time basis in a nursing capacity by the Dufferin Area Hospital, save and except Head Nurses and persons above the rank of Head Nurse.
- A-2 The word "nurses" when used in this agreement shall mean persons included in the above-described bargaining unit.
- A-3 "Supervisor" or "Immediate Supervisor" when used in this agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT FUNCTIONS

- B-1 The Association recognizes that the Management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this agreement and, without restricting generality of the foregoing, the Association acknowledges that it is the exclusive function of Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
 - (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;

(e) make, enforce, and alter *from* time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this agreement.

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

ARTICLE C - ASSOCIATION REPRESENTATION

C-1 There shall be six (6) nurse representatives ~~from~~ the nursing department, including one (1) nurse representative *from* the part-time bargaining unit, with no more than one (1) representative from any unit.

C-2 There shall be a grievance committee of three (3) nurses. This committee shall consist of at least one (1) member of the Executive of the Association or a nurse representative.

C-3 There shall be a negotiating committee of not more than three (3) nurses, one (1) of whom shall be a part-time nurse,

C-4 There shall be a Hospital-Association Committee composed of three (3) representatives of the Association and three (3) representatives of the Hospital.

C-5 The interview of newly hired nurses, as required in Clause 5.06, shall take place during the orientation period.

The Hospital shall endeavour to notify the Association at least two weeks in advance of the orientation schedule and indicate the names and departments of new-hires in advance, where known.

D-1 Leave of Absence - Association Business (Local)

There shall be leaves of absence to a ~~maximum~~ of forty (40) days during any calendar year, provided adequate notice is given the Hospital and qualified replacement personnel can be scheduled. It is agreed that not more than two (2) nurses shall be absent on such leave at the same time.

ARTICLE E - HOURS OF WORK - SCHEDULING

- E-1 Lieu time off for overtime shall be taken at a mutually agreeably time.
- E-2 An afternoon or night tour shall be any tour which commences or ends between 1900 and 0200 hours.
- E-3 (a) The employer shall provide nurses with every second weekend off except for the months of June, July and August during which the Hospital will endeavour to provide nurses with every second weekend off and shall provide them with at least every third weekend off.
- (b) Nurses will not be required to work more than seven (7) consecutive days. In the event that a nurse is required to work more than seven (7) consecutive days, she shall be paid premium payment, as determined by the Central Document, for every consecutive day worked after the seventh (7th) day.
- (c) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one*(1) scheduled tour and the starting of the next scheduled tour, when changing tours except in an emergency. In the event that this regulation is not adhered to, the nurse will be paid premium payment, as determined by the Central Document, for the first tour worked.
- (d) The regular schedule shall provide for a minimum of forty-seven (47) hours .timeoff when a tour of duty is changed following night duty. In the event that this regulation is not adhered to, the nurse will be paid premium payment, as determined by the Central Document, for the first tour worked.
- (e) a Nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15 and January 15. In the event that this regulation is not adhered to, the nurse will be paid premium payment, as determined by the Central Document, for all tours worked less than the five (5) (i.e., if only three (3) consecutive days off are scheduled, the nurse will receive premium payment for two (2) days).

E-3.

(ii) Time off at Christmas shall be defined as at least December 24th, 25th, and 26th. Time off at New Year's as at least December 31st and January 1st.

(f) Schedules shall be posted two (2) weeks in advance and shall cover a two (2) week period. Advance requests for specific days off shall be submitted to the Head Nurse at least two (2) weeks in advance of the posting date.

Where the schedule in place on a unit results in at least one nurse having both Christmas and New Year's off, the Hospital will endeavour to grant, on a rotational basis, the double holiday to the most senior full-time nurse.

If she declines, the next most senior nurse is offered; and the former is bumped to the end of the list for the purposes of this clause only. The following year, the next nurse on that list is offered.

(g) Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days or tour of duty. Such requests for change must be authorized by their Head Nurse or her designate in order to be effective.

It is understood that such change in a tour of duty initiated by the nurse and approved by the employer shall not result in overtime payment to any of the nurses affected by such change.

(h) A weekend is defined as being fifty-six (56) hours off during the period following completion of the Friday day shift until the commencement of the Monday day shift.

E-4

A nurse will receive premium pay as per the Central Document for all hours worked on a third and subsequent 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 shift with another nurse.

E-5 Standby duty will be distributed on an equitable basis among the nurses who normally standby.

ARTICLE F - PAID HOLIDAYS

F-1 The following shall be recognized as holidays:

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

In the event that the Provincial Government amends The Employment Standards Act or any other provincial legislation, to add a day as a paid holiday which is not already provided for as a holiday in this Article, the 3rd Monday in February will be replaced by the day so designated.

F-2 Lieu Days

- when a nurse works on a holiday
- when a paid holiday is observed during a nurse's vacation period.
- when a paid holiday is observed on a nurse's regular day off,

Lieu time off shall be scheduled within forty five (45) days before or after the day on which the holiday is observed,

Employees will not be permitted to accumulate more than two lieu days. The Hospital reserves the right of approval for the scheduling of lieu days but will endeavour to schedule such lieu days with a nurse's regular weekend off.

ARTICLE G - VACATIONS

G-1 (a) It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the right of the Hospital to operate the Hospital in a efficient manner.

- (b) : Vacation preferences will be submitted by the nurse to the Director of Nursing, in writing, by March 15 and vacation schedules will be posted by April 15. If no preference is submitted by a nurse, her vacation period will be allotted by the Director of Nursing in consultation with the Head Nurse on the basis of departmental convenience only.
- (c) Nurses shall be given preference with respect to their vacation periods in accordance with seniority subject to (b) above.
- (d) Earned vacation may be taken either singly, in groups of days or in periods of one (1) week or more.

It is understood that 50% of the nurse's earned vacation shall be in blocks of one (1) week or more.

The Hospital retains the right of approval for all vacation day(s) scheduled.

G-2 The vacation year for the purpose of entitlement shall be from July 1 to June 30 each year.

The vacation period shall be from January 15 to December 15 and all vacations earned as at June 30 must be completed prior to December 15.

e-3 Nurses will be limited to taking three (3) weeks vacation during prime time. Prime time being July and August.

ARTICLE H - GENERAL

H-1 A nurse must notify her Supervisor, as soon as possible, and at least two (2) hours prior to the beginning of the nurse's evening or night shift that she is unable to work due to illness. A nurse who is absent in excess of three (3) consecutive days shall advise the Hospital of her expected date of return at least twenty-four (24) hours prior to returning to work. Should she fail to provide such notice, the Hospital may delay her actual return to work by one (1) scheduled tour.

H-2 A copy of the seniority list will be filed with the President of the Local Association in the months of March and September.

H-3

The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by a member of the Association executive.

H-4

Pay Cheques

Wages will be available on Friday of every second week at 13:00 hours. Any regular earnings omitted on a pay cheque in excess of one hour's pay, which is not caused by the nurse's error, shall be paid to the nurse within three working days from the time of issuance, provided the nurse returns the cheque for re-issue,

ARTICLE I - PREPAID LEAVE

The number of nurses eligible to participate in the pre-paid leave plan in any given year will be no more than two full-time nurses and four part-time nurses and not more than one nurse per unit.

Dated at Orangeville, Ontario this 27th day of March, ~~1987~~. 1995 ^{A74} *ellie*

FOR THE HOSPITAL

J. Blue

Ry B...

...

FOR THE ASSOCIATION

Carol McLuskey ERO

Mona John

Barbara L. Matts

LETTER OF UNDERSTANDING

between

DUFFERIN AREA HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

Re: Extended Tours

The Hospital will maintain and achieve the following objectives in the information of extended working schedules:

1. A longer daily tour (extended tour) shall be introduced into any unit when:
 - (a) eighty (80%) percent of those nurses in the unit who vote **by** secret ballot; and
 - (b) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
2.
 - (a) Subsequent to the initial vote, a trial period of at least 6 months will take place.
 - (b) Subsequent to the trial period, a second vote will **be** taken.
 - (c) All nurses on the unit must then work the extended tour schedule during the trial period and thereafter.
3. A longer daily tour (extended tour) may be discontinued **in** any unit when:
 - (a) fifty (50%) percent **of** those nurses in the unit **who** vote by secret ballot; or
 - (b) the Hospital because *of*
 - (i) adverse effects on patient care,
 - (ii)** inability to provide a workable staffing schedule, states its intention to discontinue the longer daily tour (extended tour) in the schedule.
 - (c) where the Hospital wishes to **do so** for other reasons which are neither unreasonable no arbitrary,

....cont'd

4. When notice of discontinuation is given by either party in accordance with paragraph (3) above, then:
- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (b) 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.
5. (a) Nurses will **be** asked to work no more than four (4) consecutive days except by mutual consent, followed **by** at least two (2) consecutive days off.
- (b) The Hospital will schedule alternate weekends off duty.
- (c) Nurses will not be scheduled single days off or on duty unless by mutual consent.

Delete Letter of Understanding **Re:** Compressed Work Week (Extended Tours).

Dated at Orangethorpe, Ontario this 27 day of April, 1989.

FOR THE HOSPITAL

Ry Blair IT
Henry P. Brown
Sharon Landwehr
Amelia

FOR THE ASSOCIATION

Gloria Johnson
Faye Coakett
Carol McIluskey ERO

APPENDIX A

Job Sharing

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

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job 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.
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.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
6. Coverage
 - (a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences,
 - (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. 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.
9. 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.

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.