

SOURCE	ONIA
EFF.	930401
TERM.	960331
No. OF EMPLOYEES	57
NOMBRE D'EMPLOYÉS	df

FULL-TIME

COLLECTIVE AGREEMENT

BETWEEN

ST. JOSEPH'S HEALTH SERVICES ASSOCIATION
OF CHATHAM, INCORPORATED
AS THE OWNER AND OPERATOR OF
ST. JOSEPH'S HOSPITAL, CHATHAM

(hereinafter referred to as "the Hospital")

- and -

ONTARIO NURSES' ASSOCIATION

(hereinafter referred to as "the Association")

EXPIRY: 31 March, 1996

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The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the part-time collective agreement.

ARTICLE 21 - SUPERIOR CONDITIONS

21.01 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

It is, however, hereby confirmed that where such references are made to existing Superior Conditions that they refer to conditions existing prior to October 23, 1981.

21.02 The Association and the Participating Hospitals agree to establish a committee consisting of two (2) representatives of the Association and two (2) representatives of the Participating Hospitals to review the superior conditions appendices in each of the participating hospitals. This committee will report to their respective negotiating committees prior to the next round of central negotiations.

ARTICLE 22 - DURATION

22.01 This Agreement shall continue in effect until March 31, 1996 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 23

23.01 Attached hereto and forming part of this Agreement are the following appendices:

- Appendix 1 - O.N.A. Grievance Form
- Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons
- Appendix 3 - Salary Schedule
- Appendix 4 - Superior Conditions - If Any
- Appendix 5 - Appendix of Local Provisions
- Appendix 6 - O.N.A. Professional Responsibility Complaint Form.

Signed at CHATHAM, Ontario, this 15th day of FEBRUARY, 1996.

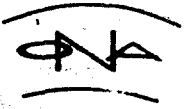
For the Hospital:

For the Association:

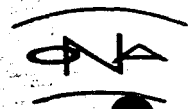
L.T. Hall
[Signature]

Catherine Des-Beek
[Signature]

APPENDIX 1
ONA GRIEVANCE REPORT



ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO



GRIEVANCE REPORT / RAPPORT DE GRIEF

ONA LOCAL SECTION
SECTION LOCALE

EMPLOYER
EMPLOYEUR

STEP
ÉTAPE

DATE SUBMITTED TO EMPLOYER
DATE DE SOUMISSION À L'EMPLOYEUR

1.

2.

3.

SIGNATURE
SIGNANTE

DEPARTMENT
SERVICE

GRIEVANCE NO.
N° DU GRIEF

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT

SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ

SIGNATURE OF GRIEVOR:
SIGNATURE DE LA PLAIGNANTE:

SIGNATURE OF ASSOCIATION REP:
SIGNATURE DE LA REP. DE L'AIO:

STEP ONE

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:

DATE:

PREMIÈRE ÉTAPE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:
DATE DE RÉCEPTION PAR LA SECTION LOCALE:

STEP TWO

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:

DATE:

DEUXIÈME ÉTAPE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:
DATE DE RÉCEPTION PAR LA SECTION LOCALE:

STEP THREE

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:

DATE:

TROISIÈME ÉTAPE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:
DATE DE RÉCEPTION PAR LA SECTION LOCALE:

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE - CHAIRPERSONS

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY

ASSESSMENT COMMITTEE - CHAIRPERSONS

1. Ms. Marilyn G. Booth
Program Manager
Continuing Education - Nursing
Ryerson Polytechnical Institute,
350 Victoria Street
Toronto, ON M5B 2K3
(w) 979-5035
2. Mrs. Patricia Lang
Vice-President, Academic
Georgian College
One Georgian Drive
Barrie, ON L4M 3X9
(w) 705-728-1968 x1260
3. Ms. Louise Lemieux-Charles
Asst. Prof. & Program Director
HMRU, Dept. of Health Admin.
Faculty of Medicine
University of Toronto
Room 201, McMurrich Bldg
12 Queens Park Crescent West
Toronto, ON M4S 1A8
(w) 978-6963
4. Ms. Patricia Mandy
Director of Nursing
Henderson General Division
Hamilton Civic Hospitals
711 Concession Street
Hamilton, ON L8V 1C3
(w) 905-389-4411
5. Mrs. Maxine Pastirik
Teacher/Program Developer
Niagara College of Applied Arts
& Technology
54 Third Street
Welland, ON L3B 4W4
(w) 416-735-2211
6. Ms. Darlene Steven
Associate Professor
School of Nursing
Lakehead University
966 Oliver Road
Thunder Bay, ON P7B 5E1
(w) 807-343-8643
7. Ms. Judy Tiivel
Clinical Nurse Specialist -
Gerontology
Department of Nursing
The Toronto Hospital
Western Division
399 Bathurst Street
Toronto, ON M5T 2S8
8. Ms. Donna Tremblay
Dean, Health Sciences
Sault College of Applied Arts
& Technology
433 Northern Avenue
Sault Ste. Marie, ON P6A 5L3
(w) 705-759-6774

L1

APPENDIX 3
SALARY SCHEDULE

(AMENDED JULY 23, 1993)

APPENDIX 3
SALARY SCHEDULE
REGISTERED NURSES - FULL-TIME

<u>EFFECTIVE</u>	<u>P.E.ADJ.</u> <u>APRIL 1/93</u>	<u>P.E.ADJ.</u> <u>JAN 1/94</u>	<u>P.E.ADJ.</u> <u>JAN 1/95</u>	<u>P.E.ADJ.</u> <u>JAN 1/96</u>
START	\$2,778.75 \$17.10	\$2,824.25 \$17.38	\$2,869.75 \$17.66	\$2,915.25 \$17.94
AFTER 1 YEAR	\$2,925.00 \$18.00	\$2,970.50 \$18.28	\$3,016.00 \$18.56	\$3,061.50 \$18.84
AFTER 2 YEARS	\$3,046.88 \$18.75	\$3,092.38 \$19.03	\$3,137.88 \$19.31	\$3,183.38 \$19.59
AFTER 3 YEARS	\$3,214.25 \$19.78	\$3,259.75 \$20.06	\$3,305.25 \$20.34	\$3,350.75 \$20.62
AFTER 4 YEARS	\$3,380.00 \$20.80	\$3,425.50 \$21.08	\$3,471.00 \$21.36	\$3,516.50 \$21.64
AFTER 5 YEARS	\$3,547.38 \$21.83	\$3,592.88 \$22.11	\$3,638.38 \$22.39	\$3,683.88 \$22.67
AFTER 6 YEARS	\$3,755.38 \$23.11	\$3,800.88 \$23.39	\$3,846.38 \$23.67	\$3,891.88 \$23.95
AFTER 7 YEARS	\$3,963.38 \$24.39	\$4,008.88 \$24.67	\$4,054.38 \$24.95	\$4,099.88 \$25.23
AFTER 8 YEARS	\$4,171.38 \$25.67	4,216.88 \$25.95	\$4,262.38 \$26.23	\$4,307.88 \$26.51
AFTER 9 YEARS	\$4,381.00 \$26.96	\$4,426.50 \$27.24	\$4,472.00 \$27.52	\$4,517.50 \$27.80

L3

APPENDIX 4
SUPERIOR CONDITIONS

L4

APPENDIX 4

SUPERIOR CONDITIONS

19.09 (FT) Education Allowance

The education allowance referred to in Article 19.09 of this Collective Agreement is as follows:

An employee having special additional preparation and having completed a post-diploma course in coronary care nursing recognized and accepted by the Hospital as such, will be paid fifteen dollars (**\$15.00**) monthly additional to the **salary** schedule referred to in Appendix 3 to this Agreement conditional upon the employee being employed in the I.C.C.U. Payment of this monthly allowance shall be effective as of the commencement of the first pay period in the month next following submission by the employee of evidence of the completion of such diploma course and recognition and acceptance thereof by the Hospital.

L5

APPENDIX 5
LOCAL PROVISIONS

APPENDIX 5 - LOCAL PROVISIONS

FULL-TIME

ARTICLE	A	RECOGNITION
	B	RESERVATION OF MANAGEMENT RIGHTS
	C	REPRESENTATION
	D	SENIORITY
	E	BULLETIN BOARDS
	F	PAID HOLIDAYS
	G	VACATIONS
	H	ASSOCIATION LEAVE
	I	SCHEDULING OF SHIFTS AND HOURS OF WORK
	J	PAY CHEQUES
	K	EXTENDED TOURS - IMPLEMENTATION AND DISCONTINUATION
	L	PREPAID LEAVE PLAN
	M	JOB SHARING
	N	NURSE ABUSE

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Association as the exclusive Bargaining Agent for all lay registered and graduate Nurses employed in a nursing capacity by St. Joseph's Health Services Association of Chatham, Incorporated, as owner and operator of St. Joseph's Hospital at Chatham, Ontario, save and except Directors of Nursing Care, persons above the rank of Directors of Nursing Care and Nurses regularly employed for not more than twenty-four (24) hours per week. This Agreement shall apply to the said Nurses in the said Bargaining Unit which said Nurses are hereinafter referred to as Employee(s) or Nurse(s).

ARTICLE B - RESERVATION OF MANAGEMENT RIGHTS

B-1 The Association acknowledges that it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:

- (a) to maintain order, discipline and efficiency;
- (b) to determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of **all** materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well being of the Hospital's patients and the public;
- (c) to make, alter and enforce reasonable rules and regulations to be observed by the Nurses;
- (d) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge Nurses, for just cause, subject to the right of the nurse to lodge a grievance as provided for under Article 7 of the central portion of the Collective Agreement and to assign Nurses to shifts and to increase and decrease working forces.

B-2 The powers and authority given under this Article B will not be exercised in violation or breach of this Agreement or any of the provisions thereof.

ARTICLE C - REPRESENTATION

C-1 Nurse Representatives

There shall be six (6) Nurse Representatives from the following department or departments as follows:

- (i) O.R. and Recovery Room - 1;
- (ii) I.C.C.U. - 1;
- (iii) Emergency and Out-Patients, Ambulatory Care and **Pre-Admit** Clinic - 1;
- (iv) Paediatrics - 1;
- (v) Surgical - 1;
- (vi) Medical - 1.

The term "Departments" as used in this Article describe Units or Areas in which Employees are employed and in respect of which the Nurse Representatives are appointed to act as such in respect of the Employees employed in the respective departments. The word "Departments" as used in this Article does not describe departments for the purposes of seniority.

C-2 Where a Nurse Representative is transferred from a department in respect of which she acts as Nurse Representative on behalf of the Employees in the said department, she will continue to act as Nurse Representative in respect of the said department until a new Nurse Representative is appointed, and the name and address of the new Nurse Representative advised to the Assistant Executive Director Human Resources or until thirty (30) days from the date of transfer shall have elapsed, whichever event shall first occur.

C-3 Negotiating Committee

For the purpose of negotiating a renewal to this Agreement and the Part-time Agreement, the Hospital will recognize a Negotiating Committee of not more than three (3) Nurses.

C-4 There shall be a Grievance Committee composed of three (3) Nurses employed by the Hospital.

C-5 It is agreed that there will be only one (1) Hospital Association Committee, one (1) Negotiating Committee and

one (1) Grievance Committee to represent both the full-time and part-time Nurses.

C-6 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of four (4) representatives of each of the parties. Each party may have alternates to replace members who are unable to attend from time to time.

C-7 The Hospital shall allow new employees fifteen (15) minutes to meet with a Nurse Representative within fourteen (14) days of hiring; such Representative shall be designated by the President of the Association and be advised in writing to the **Assistant Executive Director, Human Resources** of the Hospital. The scheduling of this interview shall be mutually agreed between the said designated Representative and the Hospital.

C-8 The Hospital will notify the President of the local Nurses' Association of the names of all Nurses off work due to a work-related injury (whether or not the Nurses are in receipt of WCB benefits) by the 15th day of each month. The report will show the Nurses off work as of the end of the previous month.

C-9 Prior to any Nurse returning to work on a modified/light/alternate work program the Hospital will meet with the Nurse who shall be accompanied by the Association's Occupational Health and Safety representative. When the terms and conditions of the program have been agreed upon the Hospital will confirm such terms and conditions to the Nurse with a copy to the Association's Occupational Health and Safety representative. Any documents respecting such program which the Hospital requires to be signed by the Association shall be submitted to the Association for signing.

C-10 The Hospital agrees to supply the Association with a copy of the WCB Form 7 (Employer's Report of Accidental Injury or Industrial Disease) within at least seventy-two (72) hours after it has been sent to the Board. If the Association is of the opinion that the Form 7 contains errors or omissions, it may request a meeting with the Hospital to be held as soon as possible. If, as a result of such meeting, the Hospital and the Association agree that the Form 7 contains errors or omissions the Hospital will notify the Board of such errors or omissions.

ARTICLE D - SENIORITY

D-1 In accordance with Article 10.02 the copy of the seniority list shall be posted in April and October of each year. A copy of the seniority list shall be filed with the President of the Local Association.

ARTICLE E - BULLETIN BOARDS

E-1 (a9 The Hospital will provide a glass-enclosed, locked bulletin board outside the cafeteria for the sole use of the Association. A key to the bulletin board will be provided to the President of the Local Association.

(b) The Hospital will permit notices signed by an Officer of the Association regarding meetings and other matters pertaining to the Association to be posted in staff lounges where they exist on nursing units.

ARTICLE F - PAID HOLIDAYS

F-1 The following are the paid holidays which will be observed for the purpose of this Agreement:

New Year's Day (to be observed on January 1st)
Third Monday in February
Good Friday
Easter Monday
Victoria Day (3rd Monday in May)
Canada Day (to be observed on July 1st)
Civic Holiday (1st Monday in August)
Labour Day (1st Monday in September)
Thanksgiving Day (2nd Monday in October)
Remembrance Day (to be observed on November 11th)
Christmas Day (to be observed on December 25th)
Boxing Day (to be observed on December 26th)

F-2 Nurses entitled to lieu days under Article 15.04 or 15.05 of the Central portion of the Collective Agreement may take such day off within one (1) month prior to or following the holiday or at a time mutually agreed between the Nurse and the Hospital. Nurses may accumulate lieu days up to a maximum of two (2). Requests for lieu days may be for any day of the week, are to be made as far in advance as possible, and will not be unreasonably denied.

F-3

Christmas/New Year's Time Off

- (a) The Hospital will endeavour to schedule not less than five (5) consecutive days off for each Nurse at either Christmas or New Year's.
- (b) Time off at Christmas shall be inclusive of Christmas Eve Day, Christmas Day and Boxing Day.

Time off at New Year's shall be inclusive of New Year's Eve Day and New Year's Day.
- (c) The Hospital will post a blank Christmas and New Year's preference sheet no later than October 1st in each year. Nurses are to indicate their preference for time off no later than October 30th.
- (d) The provisions of this article do not apply to Nurses working on units that are not required to work on either Christmas Day or New Year's Day.
- (e) On units where staffing permits some Nurses to be off both Christmas and New Year's, the scheduling of both holidays off shall be rotated equitably from year to year amongst all Nurses on that unit.

F-4

The units referred to in Article F-3 are as follows:

1. surgical Unit
2. Paediatrics
3. Recovery Room
4. Operating Room
5. 2 North
6. Emergency, Out-Patient and Ambulatory Care
7. I.C.C.U.
8. Employee health and Infection Control,

F-5

For nurses working the normal daily tour:

- (a) A tour that begins or ends during the twenty-four (24) hour period of any of the above-named 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 that tour.
- (b) A tour that begins or ends during the twenty-four (24) hour period of any of the above-named holidays where the majority of hours worked falls OUTSIDE the holiday, shall be deemed to be work performed outside of the holiday for the full period of that tour.

ARTICLE G- VACATIONS

- G-1 For the purpose of calculating eligibility for vacation the vacation year shall be deemed to be from September 1st to August 31st of the following year. Vacation time may not be arranged between December 1st and January 31st. Notwithstanding anything in this Article contained, the Hospital may in its absolute and uncontrolled discretion schedule annual vacations up to December 15th and from and after January 15th.
- G-2 The date for determining vacation entitlement referred to in Article 16 of this Collective Agreement shall be September 1st.
- G-3 The Hospital shall give every consideration to the preference of employees as to which time the employees desire their vacations but of necessity the final decision as to the scheduling of vacation remains with **the** Hospital. Notice shall be posted in all departments giving the employees an opportunity to indicate the time they desire for their vacations. Where more employees have indicated the period of time than the Hospital can reasonably grant, preference for the choice of vacation periods shall be given to employees having the most seniority with the Hospital.
- G-4 (a) (i) The Hospital will cause to be provided and posted in each unit listed in Article F-4 of this Appendix a blank vacation sheet not later than October 1st in each year and each Employee employed in the unit shall indicate by signing on the same, prior to November 15th next following, her preference for her vacation period if she prefers to take her vacation between February 1st and May 31st next following, the said blank vacation sheet pertaining to annual vacations requested to be taken within the period of February 1st to May 31st, shall be removed immediately following November 15th. Vacation schedules as approved for each such unit, to be taken during the period February 1st to May 31st, will be posted or announced in the said unit not later than November 30th.
- (ii) The provisions and conditions contained in this Agreement respecting posting of schedules by the **Hospital** two (2) weeks prior to commencement of each scheduled period will be waived in **favour** of the Hospital in respect of each such scheduled period which

commences in the period December 30th to and including January 15th next following.

- (b) (i) The Hospital will cause to be provided and posted in each unit listed in Article F-4 of this Appendix a blank Vacation Sheet not later than December 15th in each year and each Employee employed in the unit shall indicate by signing on the same, prior to April 15th next following, her preference for her vacation period if she prefers to take her vacation between June 1st to December 1st next following; the said blank Vacation Sheet pertaining to annual vacations requested to be taken within the period June 1st to December 1st, shall be removed immediately following April 15th. Vacation Schedules as approved for each such unit, to be taken during the period June 1st to December 1st, will be posted and announced in the said unit not later than May 1st.
- (ii) The provisions and conditions contained in this Agreement respecting posting of schedules by the Employer two (2) weeks prior to commencement of each scheduled period will be waived in favour of the Hospital in respect of each such scheduled period which commences in the period May 1st to and including May 15th next following.

G-5 An employee transferred from any such unit to another of the said units subsequent to November 15th or April 15th as applicable, shall, as soon as possible, notify the Hospital in writing through the Director of Nursing Care of the new unit of her vacation preference for the upcoming vacation period which shall be limited to the vacation time still available in the new unit.

G-6 The Hospital shall allow the utilization of single vacation days to a maximum of five (5) per year at a time mutually agreed between the nurse and her Director of Nursing Care. **Requests for single vacation days may be for any day of the week and will not be unreasonably denied. Request for single vacation days will be made as far in advance as possible,**

G-7 Vacation pay for full-time Nurses may be requested prior to the commencement of her scheduled vacation. Such pay will be issued on the pay day immediately preceding the scheduled vacation provided such request is received two (2) weeks in advance of the payday mentioned above.

- G-8 Where the schedule of a nurse is changed after the nurse leaves on vacation, the Hospital will notify the nurse of the change of schedule.

ARTICLE H - ASSOCIATION LEAVE

- H-1 Not more than four (4) Nurses in total and normally not more than one (1) Nurse from any one nursing unit shall be so absent at any one time, and not more than an aggregate total of sixty (60) working days shall be involved in any one calendar year. Consideration by the Hospital for the granting of such leave shall be conditional upon application for such leave in writing signed by the Association and the Nurse in question being filed with the Assistant Executive Director, Human Resources at least two (2) full calendar weeks prior to the period of Leave of Absence requested.

It is agreed that numbers referenced above represent totals for the full-time and part-time bargaining units combined.

ARTICLE I - SCHEDULING OF SHIFTS AND HOURS OF WORK

- I-1 Subject as hereinafter provided, scheduling of hours of work and shifts for Employees shall be as determined by the Hospital from time to time and subject to its requirements to maintain adequate and capable staff, as required by it, to provide proper patient care in all departments of the Hospital.

- I-2 The Hospital agrees:

- (a) That it will not schedule Nurses to work a period of more than seven (7) consecutive shifts. Premium pay will be paid for all hours worked on an eighth (8th) and all subsequent shifts until a shift off is received.
- (b) Nurses will receive every third weekend off. Premium pay will be paid for all hours worked on a third consecutive and all subsequent consecutive weekends until a weekend off is received, save and except where:
 - (i) such weekend has been worked by the Nurse to satisfy days off requested by the 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.

It is understood that Nurses presently receiving every other weekend off will continue to do so.

It is understood that a weekend consists of any 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 unless otherwise mutually agreed between the Hospital and a Nurse.

- (c) A period approximating fifteen (15) consecutive hours off-duty will be scheduled between changes of shift: provided, however, that upon mutual consent of the Employee and the Hospital, a period of less than fifteen (15) consecutive hours may be scheduled between changes of shifts subject to any applicable overtime provisions of the Collective Agreement.
- (d) Approximately forty-eight (48) hours off-duty will be scheduled immediately following the completion of working of a period of consecutive night shifts or tours except where the period of consecutive tours or shifts does not exceed two (2) consecutive night shifts.
- (e) Where an Employee is scheduled to be off-duty for a paid holiday and the said paid holiday as herein-before defined is a Monday, the Hospital will endeavour to schedule an Employee off-duty for the weekend immediately preceding the said paid holiday as one of her off-duty weekends and where the Employee is scheduled to work on the paid holiday the Hospital will endeavour to schedule the Employee to work on the weekend immediately preceding the said paid holiday.
- (f) The weekend premium pursuant to Article 14.15 (FT) of the central agreement will be paid during the hours from 2330 Friday to 2330 Sunday.
- I-3
- (a) In accordance with Article 14.12 the working schedules will be posted two (2) weeks in advance and cover a four (4) week period.
- (b) An employee wishing to change her scheduled shift(s), shall submit the request in writing to her Director of Nursing Care or, to the Coordinator, co-signed by an employee who agrees to

work the said shift(s), and conditional upon the employee (agreeing to work the said shift(s)) being approved as a replacement by the Director of Nursing Care or, by the coordinator, at least twenty-four (24) hours prior to the commencement of the said shift(s), the employee requesting the change will be excused from working the shift(s) as requested. It is agreed that nurses shall not be entitled to premium payment under the scheduling provisions as may have been triggered by the switch in shift.

- I-4**
- (a) Where an employee permanently working the night shift regular tour is scheduled for an off-duty weekend pursuant to Article **I-2(b)** of this Appendix, the Hospital will endeavour to schedule the off-duty weekend shifts of such employees as either (i) 2330 hours Friday to 0730 hours Saturday and 2330 hours Saturday to 0730 hours Sunday and in such event, the night shift commencing Sunday (2330 hours) will not be deemed or considered a weekend shift as contained in Article **I-2(b)** of this Appendix, or (ii) 2330 hours Saturday to 0730 hours Sunday and 2330 hours Sunday to 0730 hours Monday and in such event, the night shift commencing Friday (2330 hours) will not be deemed to be considered a weekend shift as contained in Article **I-2(b)** of this Appendix.
 - (b) The Hospital will endeavour to permit Nurses presently working the same shift on a permanent basis to continue to do so, conditional upon the same being approved by the Director of Nursing Practice; the Hospital reserves the right to require any Employee, normally working a permanent shift, to work other shifts for purposes of re-orientation or otherwise; the Hospital will give consideration to all applications from Employees requesting that they be assigned on a regular basis to any shift. Such application shall be in writing and submitted to the Director of Nursing Practice. Where the application of an Employee has been accepted to work continuously on one shift, the arrangements may be terminated at any time by the Hospital and the Nurse required to work other shifts for purposes of re-orientation or otherwise.
 - (c) The Hospital may require nurses to rotate on all shifts on an equitable basis, however the Hospital will use its best endeavours to schedule nurses to work approximately the equivalent number of day shifts to evening and/or night shifts.

- I-5 In order to facilitate compliance with Article F-3 the scheduling regulations of I-2 shall be waived for the period December 15th to January 15th, including specifically the provisions respecting: not scheduling for, more than seven (7) consecutive shifts, or more than three (3) consecutive weekends; minimum time elapsing between change of shifts; and off-duty time following a tour of three (3) or more consecutive night-shifts. Notwithstanding the provisions of this sub-section, the Hospital will endeavour to observe the provisions and conditions respecting work schedules during the period above-mentioned. The Hospital will post the schedule for said period not later than November 15th, preceding the commencement of the scheduled period.
- I-6 Rest periods shall be taken at a time or times as scheduled or specified by the Hospital.
- I-7 The Hospital will provide two (2) beepers for use by Nurses scheduled for standby at no expense to the Nurses. Transfer of the beepers between those Nurses scheduled for standby shall be the responsibility of the Nurses concerned.

ARTICLE J - PAY CHECKS

- J-1 Payment of wages will be made by depositing the net amount payable to the Employee to the credit of the Employee's designated account at any Kent County chartered bank that utilizes a computer banking transfer system. All employees and all future employees, as a condition of employment, shall sign an authorization to permit the payment of wages as referenced above.

ARTICLE K - EXTENDED TOURS

- K-1 **Extended Tour Implementation and Discontinuation**
- (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) eighty percent (80%) of the Nurses who vote so indicate by secret ballot, or
- (ii) The Hospital because of:
 - (A) adverse effects on patient care,
 - (B) inability to provide a workable staffing schedule, or
 - (C) where 'the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary

states its intention to discontinue the extended tours in the schedule.

- (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) In this Article K-1, the process by which any secret ballot shall be conducted will be as mutually agreed between the Hospital and the Association.

*Note: The Parties also agree that implementation of extended tours could not occur without securing necessary Ministry of Labour permits.

K-2

Extended Tour Scheduling Provisions

The scheduling of extended tours will be in accordance with the following:

- (a) (i) The normal extended tours shall be defined as:

0700 - 1900 days
1900 - 0700 nights

unless the Hospital and the Association agree to alter the extended tours to meet the needs of the unit.

- (ii) The hours of work for extended tour nurses shall be arranged over a specific period to meet the needs of the scheduling requirement of each unit (eg. 225 hours in a 6 week period). Such averaging shall be agreed upon between the Hospital and the Association.
- (b) A nurse will not be required to work more than two (2) weeks of days to be followed by at least one (1) week of the night shift.
- (c) No nurse will be scheduled to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on a fourth (4th) consecutive and all subsequent consecutive extended tours until a day off is received save and except where:
 - (i) such tour has been worked by the nurses to satisfy specific days off requested by the nurse; or
 - (ii) such tour is worked as a result of an exchange of tours with another nurse.
- (d) A nurse will receive at least two (2) consecutive days off in any week.
- (e) Nurses will work no more than two (2) weekends out of four (4). Premium pay will be paid for all hours worked on a third (3rd) consecutive and all subsequent consecutive weekends save and except where:
 - (i) such nurse has requested weekend work; or
 - (ii) such weekend has been worked by the nurse to satisfy specific days off requested by the nurse; or
 - (iii) such weekend is worked as the result of the exchange of shifts with another nurse.
- (f) A weekend will be defined as at least fifty-six (56) hours off from the end of the day shift on Friday until the commencement of the Monday day shift.

- (g) No split shifts will be scheduled,
- (h) Nurses will be scheduled one (1) forty-five (45) minute meal break each shift.
- (i) There will be at least forty-eight (48) hours off when changing from the night shift to the day shift. There will be a minimum of eleven point twenty-five (11.25) hours off between scheduled shifts,
- (j) The Hospitals will endeavour to schedule not less than five (5) consecutive days in conjunction with either Christmas or New Year's,

The Christmas period shall be from 0700 hours on December 24th to 0700 hours on December 27th.

The New Year's period shall be from 0700 hours on December 31st to 0700 hours on January 2nd.

- (k) Single vacation days pursuant to Article G-6 (full-time) will be converted to three (3) for nurses working extended tours.

All provisions contained in Appendix 5 of Local Issues will apply to nurses working extended tours unless expressly amended above.

ARTICLE L - PREPAID LEAVE PLAN

- L-1 (a) Subject to (b) below, the maximum number of six (6) nurses in total from both bargaining units combined shall be absent at any one time under the Prepaid Leave Plan, as **referred** to under Article 11 of the Central Collective Agreement. Three (3) of such nurses may be from the part-time bargaining unit.
- (b) No more than two (2) nurses, irrespective of which bargaining unit they belong to, may be absent from any one (1) nursing unit at any one time under the Prepaid Leave Plan as referred to in (a) above.

ARTICLE M - JOB SHARING

- M-1 Job Sharing arrangements shall be voluntary for all participants.
- M-2 All Job Sharers shall be treated as regular part-time employees and shall be subject to the provisions of the

part-time Collective Agreement except where referred to and/or amended under this article.

M-3

1. Where the Job Sharing arrangements arise out of the filling of a vacant full-time position, both Job Sharing positions shall 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 shall be posted and the selection based on the criteria set out in the Collective Agreement. Where two (2) full-time Nurses wish to share a full-time position, they will choose which of the two (2) positions will be shared and the remaining position will be filled on a temporary basis for the duration of the trial six (6) month period of the Job Sharing agreement.
2. 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 shall 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 shall be posted according to the Collective Agreement,
3. If after a six (6) month period the Hospital wishes to terminate a Job Sharing arrangement, it may do so upon advance written notification sixty (60) days to the employees. If this occurs, the position will revert to a full-time position and both Nurses may apply and seniority will decide. The unsuccessful Nurse will have the option of remaining as regular part-time.

If after a six (6) month period, the Nurses who take part in Job Sharing wish to terminate the arrangement, they may do so upon advance written notification sixty (60) days to the Assistant Executive Director, Human Resources of the Hospital. When this occurs, the Nurses will have the option of remaining as regular part-time. The full-time position will then be posted in accordance with the full-time Collective Agreement.

Any discontinuation of a Job Sharing arrangement will not be done in an unreasonable or arbitrary manner.

4. **For the purpose of preparing work schedules**, total hours worked by the Job Sharers shall be equal to one (1) full-time position. Job Sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours **will** be covered. The division of the hours over the schedule shall be determined by mutual agreement between the two (2) nurses and the Director of Nursing Care of the unit.
5. Job Sharers are **not** required to cover their partner during sick leave or any other leave of absence unless mutually agreed otherwise.
6. Job Sharers will be entitled to vacation time and pay and paid holidays as provided to regular part-time Nurses. For vacation, the Hospital will look to the Job Sharing partner to provide the replacement, and when so provided, this position shall not form part of any unit vacation quota. If the partner is unable to provide this replacement, the Hospital will then follow the usual replacement protocol.

Job Sharing partners will not be required to provide any other vacation coverage except by mutual agreement.
7. Job Sharers will not be required to work in total more Paid Holidays than would one (1) full-time Nurse, unless mutually agreed otherwise between the Hospital and the Job Sharer. The Job Sharers involved will determine between themselves and the Director of Nursing Care which partner will work on the scheduled Paid Holidays. Failing mutual agreement the decision may be made by the Director of Nursing Care.
8. Scheduling over Christmas and New Year's shall be in accordance with the full-time Collective Agreement.
9. Any issues arising out of any Job Sharing arrangement will be brought to a meeting of the Hospital-Association Committee prior to being grieved.

ARTICLE N - NURSE ABUSE

N-1 The Hospital will consider requests for reimbursements for damages incurred to the Nurse's personal property

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such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing work.

N-2

The Hospital with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association.

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APPENDIX 6
O.N.A. PROFESSIONAL RESPONSIBILITY
COMPLAINT FORM

NOTIFICATION OF IMPROPER WORK ASSIGNMENT AVIS D'ATTRIBUTION INCORRECTE DE TRAVAIL

DATE/TIME OF OCCURRENCE _____ DATE TO EMPLOYER _____
 DATE/HEURE DE L'INCIDENT _____ DATE DE NOTIFICATION À L'EMPLOYEUR _____

AGENCY _____ WARD _____ SHIFT _____
 ORGANISME _____ SERVICE _____ ÉQUIPE _____

TYPE OF CARE _____ BED CAPACITY _____ PATIENTS (#) _____
 TYPE DE SOINS _____ Nbre de LITS _____ Nbre de PATIENTS (#) _____

STAFFING _____ USUAL STAFFING' _____
 EFFECTIF PRÉSENT _____ EFFECTIF NORMAL _____

I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

Nous, soussignés, croyons que l'on nous a attribué une tâche qui ne permettait pas de fournir les soins voulus aux patients pour les raisons indiquées. (Joindre une brève description de la tâche et du problème.)

To correct this problem, I/we recommend: _____ Pour corriger la situation, nous recommandons: _____

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED: _____ NOM/TITRE DU SUPERVISEUR IMMÉDIAT QUI A ÉTÉ AVISÉ: _____

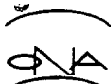
DATE/TIME OF NOTIFICATION _____
 DATE/HEURE À LAQUELLE IL A ÉTÉ AVISÉ _____

RESPONSE/ACTION _____
 RÉACTION/INTERVENTION _____

Signature of Complainant(s): _____ Signature des plaignant(s): _____

I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses' concerns, the association may consider these issues under the professional responsibility clause.

Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Nous demandons par conséquent au président de la section locale ou au comité exécutif de porter la question devant le CAO. Si ces démarches n'aboutissent pas, l'association pourrait considérer ces questions sous le régime des dispositions liées à la responsabilité professionnelle.



Ontario Nurses' Association
September 1992

Association des infirmiers et infirmières de l'Ontario
septembre 1992

Employer Copy
Copie de l'employeur