

FULL-TIME

SOURCE	O. N. A.		
EFF.	88	04	01
TERM.	91	03	31
No. of EMPLOYEES	36		
NOMBRE D'EMPLOYES	Rw		

COLLECTIVE AGREEMENT

between

SYDENHAM DISTRICT HOSPITAL
(hereinafter called the "Hospital")

- and -

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

EXPIRY: 31 March, 1991

JUL - 4 1988

582304

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APPENDIX 3

· SALARY SCHEDULE

	REGISTERED NURSE		ASSISTANT HEAD NURSE		GRADUATE NURSE	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<u>April 1, 1988)</u>						
Start	2575.55	15.85	2690.76	16.56	2477.95	15.25
1	2673.38	16.45	2769.21	17.04		
2	2715.06	16.71	2815.05	17.32		
3	2763.67	17.01	2865.03	17.63		
4	2825.96	17.39	2930.36	18.03		
5	2881.64	17.73	2983.25	18.36		
6	2944.28	18.12	3045.90	18.74		
7	3013.88	18.55	3116.90	19.18		
<u>April 1, 1989</u>						
Start	2627.06	16.17	2744.58	16.89	2527.51	15.55
1	2766.95	17.03	2866.13	17.64		
2	2810.09	17.29	2913.58	17.93		
3	2860.40	17.60	2965.31	18.25		
4	2931.93	18.04	3040.25	18.71		
5	2989.70	18.40	3095.12	19.05		
6	3054.69	18.80	3160.12	19.45		
7	3126.90	19.24	3233.78	19.90		
8	3173.80	19.53	3282.29	20.20		
<u>April 1, 1990</u>						
Start	2732.14	16.81	2854.36	17.57	2628.61	16.18
1	2877.63	17.71	2980.78	18.34		
2	2922.49	17.98	3030.12	18.65		
3	2974.82	18.31	3083.92	18.98		
4	3049.21	18.76	3161.86	19.46		
5	3109.29	19.13	3218.92	19.81		
6	3176.88	19.55	3286.52	20.22		
7	3251.98	20.01	3363.13	20.70		
8	3300.75	20.31	3413.58	21.01		
9	3350.26	20.62	3464.79	21.32		

APPENDIX 4

SUPERIOR CONDITIONS

Non-applicable

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A P P E N D I X

TO THE
COLLECTIVE AGREEMENT
(Full-time)

BETWEEN :

SYDENHAM DISTRICT HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

ARTICLE	A	RECOGNITION
	B	ASSOCIATION REPRESENTATION
	C	RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS
	D	HOURS OF WORK
	E	SENIORITY LISTS
	F	REST PERIODS
	G	VACATION
	H	PAID HOLIDAYS
	I	ASSOCIATION LEAVE
	J	BENEFITS
	K	BULLETIN BOARDS
	L	ASSOCIATION INTERVIEW
	M	SICK LEAVE
	N	PREPAID LEAVE

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ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes the Association as the exclusive bargaining agent of all Graduate and Registered Nurses employed by the Hospital at Wallaceburg engaged in nursing care, save and except Head Nurses, persons above the rank of Head Nurse, persons regularly employed as a part-time nurse.
- A-2 The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.

ARTICLE B - ASSOCIATION REPRESENTATION

- B-1 The Hospital will recognize seven (7) nurse representatives from seven (7) different areas of the Hospital.
- B-2 The Hospital will recognize a Committee of three (3) nurses comprised of two (2) members of the Executive of the Association and one (1) nursing representative, to attend grievance meetings hereunder.
- B-3 There shall be a Hospital-Association Committee comprised of two (2) representatives of the Local Association and two (2) representatives of the Hospital.
- B-4 The Hospital will recognize a negotiating Committee comprised of the President of Local 35 of the Association, two (2) full-time nurses and one (1) part-time nurse.

ARTICLE C - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- C-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 the generality of the foregoing the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency;

- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline nurses, provided that a claim of discipline, suspension or discharge 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 highest standard of service job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (e) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement. The Hospital will advise the Association of any change of rules and regulations.

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

ARTICLE D - HOURS OF WORKS

D-1 Extended tours

The Hospital will continue to implement extended tours with the understanding that

- (a) extended tours may, by mutual agreement, be introduced in any area when eighty percent (80%) of the registered nurses of that area so indicate by secret ballot
- (b) extended tours may be discontinued in any area when sixty percent (60%) of the registered nurses of that area so indicate by secret ballot; or either party gives at least four (4) weeks written notice to the other party;
- (c) where extended tours are to be introduced or discontinued, affected nurses shall be given sixty (60) days' notice prior to schedules being so amended.
- (d) all full-time and part-time nurses shall be required to work extended tours in those areas where the compressed work week is scheduled.

- (e) in this context secret ballot shall mean a ballot conducted jointly by the Hospital and the Association,
- (f) nothing in the foregoing shall be construed as a waiver of Hospital rights under Article C-1, including the rights of management to discontinue extended tours but the introduction or discontinuation of extended tours shall not be withheld in an unreasonable or arbitrary manner.

D-2 Where overtime work is compensated by the Hospital granting time off, the Hospital shall grant this time off by the last day of the month following the month in which the overtime was worked. Overtime of thirty (30) minutes or more only may be accumulated for time off as provided in Article 14.09.

D-3(a) A nurse will receive time and one-half (1½) her regular straight time hourly rate for all hours worked on a fourth consecutive 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 shifts with another nurse.

(b) A weekend shall be defined as 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.

D-4(a) Scheduling Objectives in respect to Nurses working the 7½ hour tour:

The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules, although it is recognized by the Association that it has not always been and may not always be possible to attain these objectives;

- (i) at least two (2) consecutive days off in any two (2) week period;
- (ii) no more than seven (7) consecutive days should be worked ;
- (iii) at least two (2) weekends off in four (4);
- (iv) no split tours:
- (v) no less than sixteen (16) consecutive hours shall be scheduled off between tour changes without consent;
- (vi) a nurse who normally rotates shall not be required to work more than two (2) consecutive weeks on either the evening or night shifts without being scheduled for a week of day shifts;
- (vii) operating room nurses shall not be required to be on call when they are not scheduled to work, more than one (1) in every three (3) weekends;
- (viii) The Christmas period shall be from 0700 hours on December 24, to 0700 hours on December 27;

When a nurse is scheduled off on Christmas Day, she shall also be able to request either December 24th and/or December 26th in conjunction with Christmas Day;

- (a) Christmas Eve shall be from 0700 hours December 24th to 0700 hours December 25th;

- (b) Christmas Day shall be from 0700 hours December 25 to 0700 hours December 26th;
- (c) Boxing Day shall from 0700 hours December 26 to 0700 hours December 27th.
- ix) The New Year's period shall be from 0700 hours on December 31 to 0700 on January 2. Nurses who are scheduled off on New Year's Day shall also be scheduled off on December 31st unless otherwise mutually agreed,
- x) Scheduling objectives for items #(iii) and #(vi) as above may be waived for a four (4) week period over the Christmas and New Year season,

D-4(b) Scheduling Objectives in respect of Nurses working the Extended Tour:

The schedule for extended tours shall be revised to provide that short tours (7.5 hours) are eliminated and that time will be balanced over a six (6) week period.

Extended tours shall be from 0700 hours to 1900 hours for the day tour and from 1900 hours to 0700 hours for the night tour.

Scheduling Objectives: The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules, although it is recognized by the Association that it has not always been and may not always be possible to attain these objectives:

- (i) at least two (2) consecutive days off in any two (2) week period;
- (ii) no more than three (3) consecutive tours shall be worked;
- (iii) no more than two (2) week-ends out of four (4) shall be worked;
- (iv) no split tours;
- (v) no less than twenty-four (24) consecutive hours shall be scheduled off between tour changes without consent;
- (vi) a nurse who normally rotates shall not be required to work more than two (2) consecutive weeks on night shift without being scheduled for a week of day shifts;

(vii) The Christmas period shall be from 0700 hours December 24, to 0700 hours on December 27.

When a nurse is scheduled off on Christmas Day, she will be also be able to request either December 24th and/or December 26th in conjunction with Christmas Day;

(a) Christmas Eve shall be from 0700 hours December 24th to 0700 hours December 25th;

(b) Christmas Day shall be from 0700 hours December 25 to 0700 hours December 26th;

(c) Boxing Day shall be from 0700 hours December 26 to, 0700 hours December 27th.

ix) The New Year's period shall be from 0700 hours on December 31 to 0700 hours on January 2. Nurses who are scheduled off on New Year's Day shall also be scheduled off on December 31 unless otherwise mutually agreed.

x) Nurses scheduled to work between 0700 hours on December 25 and 0700 on December 26 and/or between 0700 on January 1 and 0700 hours on January 2 may be scheduled for a short tour of seven and one-half (7.5) hours,

xi) Scheduling objectives for items #(iii) and #(vi) may be waived for a four (4) week period over the Christmas and New Year season.

This clause shall be subject to the Grievance Procedure,

D-5

The schedule will be posted no less than fourteen (14) days in advance and shall cover a four (4) week period. When, in the opinion of the Hospital, circumstances are such that the regular schedule cannot be adhered to, Department Heads and the nurses concerned shall attempt to arrange a mutually satisfactory timetable, In the event of disagreement regarding schedule of working hours in such cases, the Department Heads shall make the final decision.

- D-6 Requests for change in posted time schedules must be submitted in writing to the Head Nurse or her replacement and co-signed by a nurse willing to exchange days off or tour.
- D-7 The Hospital shall endeavour to give time off over either Christmas or New Year's on an alternating basis so that nurses will not be required to work the same holiday from year to year unless by the request of the nurse or by mutual consent. The Hospital will post the Christmas and New Year's schedule prior to the last full week of November.

ARTICLE E - SENIORITY LISTS

- E-1 A copy of the seniority list will be filed with the President of the Local Association or her designate on June 1st and December 1st of each year, A copy of the seniority list will be posted on the bulletin board at the same time,

ARTICLE F - REST PERIODS

- F-1 The Hospital's present practice regarding rest periods will continue.

ARTICLE G - VACATION

- G-1 For the purpose of calculating vacations, the vacation year shall be from July 1 of any year to June 30 of the following year,
- G-2 It is understood and agreed that the Hospital shall give the nurses' preference as to the timing of their vacation every consideration, but of necessity the Hospital must reserve the right to the final decision as to the scheduling of vacation, Vacations may be taken at any time of the vacation year, Nurses may, on request, be granted vacation days in single or multiple consecutive days, up to the maximum earned, Such requests shall not be unreasonably denied,
- G-3 Pull time nurses shall submit their vacation requests for the prime-time period of June 15 to September 15, inclusive, by April 15, and such requests shall be considered on the basis of seniority, Authorized vacations during this period shall be posted by May 15. Requests for vacations outside the prime time period, as stated above, shall be considered on the basis of the date of submission,

- G-4 The Hospital shall give notice of the remaining vacation days by the first week in February, and vacation requests for such remaining days shall be submitted by March 1.

ARTICLE E - PAID HOLIDAYS

- H-1 The Employer agrees to recognize the following paid holidays;

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Flag Day
	Remembrance Day

In addition April 3, 1989 shall be recognized as a paid holiday, then Effective in 1990, Easter Monday shall be recognized as a paid holiday yearly thereafter.

- H-2 Where a nurse is entitled to a lieu day under Article 15: -

(a) Earned lieu days for nurses regularly scheduled normal daily tours of seven and one-half ($7\frac{1}{2}$) hours shall be taken within thirty (30) days of the date on which the holiday was observed, such day off to be at a time mutually convenient to the Hospital and the nurse.

(b) Earned lieu days for nurses working extended tours may be accumulated to provide a bank from which a nurse may draw at any mutually agreeable time, in periods of no less than seven and one-half ($7\frac{1}{2}$) hours. If taken in seven and one-half ($7\frac{1}{2}$) hour increments, the balance of a full extended tour may be taken as three and three-quarter ($3\frac{3}{4}$) hours leave without pay or three and three quarter ($3\frac{3}{4}$) hours of earned vacation entitlement.

- H-3 Actual days off shall be arranged between the nurse and the department concerned, and all such arrangements shall, as far as it is practicable, be completed at least five (5) days before the taking of any lieu day.

ARTICLE I - ASSOCIATION LEAVE

- I-1 Leave of absence for Association business shall be given without pay up to a total of fifty (50) days in each calendar year, provided adequate notice is given the Hospital and such leave of absence does not interfere with the continuance of efficient operations in the Hospital.

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ARTICLE J - BENEFITS

J-1 The Hospital agrees to continue its present practice relating to the Malpractice and Professional Liability Insurance.

ARTICLE K - BULLETIN BOARDS

K-1 The Association shall be entitled to use Hospital bulletin boards provided that the material to be posted must be approved in advance by the Director of Nursing.

ARTICLE L - ASSOCIATION INTERVIEW

L-1 The interview will take place during the new employee's initial orientation to the Hospital.

ARTICLE M - SICK LEAVE

M-1 The Hospital will notify each nurse of the amount of unused sick leave in the bank during the first week of December of each year.

ARTICLE N - PREPAID LEAVE

N-1 For the purpose of pre-paid leave as defined in Article 11 of the Full-time Agreement, no more than two full-time nurses shall be absent on such leave at any time,

Dated at Wallaceburg, Ontario, this 9th day of May 1988.

FOR THE HOSPITAL

[Signature]

FOR THE ASSOCIATION

Donna Alexander
Employment Relations Officer
Michele Finley
Mary Ellen McGeorge
Liane McGuire
Robert Hardy

LETTER OF UNDERSTANDING

BETWEEN

SYDENHAM DISTRICT HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

Reference: JOB SHARING

The Parties mutually agree to implement Job Sharing, however, notwithstanding any other provision of this document, it is understood that the Hospital has the sole right to determine whether or not any full-time position shall be shared by two nurses and retains the sole right to determine the required ratio of full-time to part-time nurses,

It is understood that Job Sharing requests with regard to full-time positions being shared by two nurses shall be individually considered on the following basis:

1. Job sharing arrangements shall be voluntary for all participants,
2. All Job Sharers shall be treated as regular part-time employees and be subject to the provisions of the part-time Collective Agreement except where referred to and/or amended by this document.
3. 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 full-time nurses wish to share a full-time position, they will choose which of the two 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.

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L. of U. - Job Sharing continued

4. If one of the Job Sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position 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.
5. 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 Hospital. When this occurs, the nurses will have the option of remaining as regular part-time. The full-time position will then be posted as per the full-time Collective Agreement. **Any** discontinuation of a Job Sharing arrangement will not be done in an unreasonable or arbitrary manner.
6. Association dues shall be deducted from each nurse in accordance with the part-time Collective Agreement.
7. Posted schedules for the Job Sharers shall be based on the schedules that would apply to a full-time nurse holding that position. Such schedule shall conform with the scheduling provisions of the full-time Collective Agreement.
8. Total hours worked by the two (2) 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 shall be covered. The division of the hours over the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse of the Unit. Such schedules will not be unilaterally imposed or changed by the Employer. Job Sharers shall not be scheduled to work outside their regular full-time hours for that position. Each Job Sharer may exchange shifts with her partner as well **as** with other nurses in accordance with the Collective Agreement.

L. of U. - Job Sharing continued

9. Job sharers are not required to cover their partner during sick leave or any other leave of absence unless mutually agreed otherwise.
10. 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.
11. Job Sharers will not be required to work in total more Paid Holidays than would one (1) full-time nurse, unless mutually agreed otherwise. The Job Sharers involved will determine between themselves and the Head Nurse which partner will work on the scheduled Paid Holidays.
12. Scheduling over Christmas and New Year's shall be in accordance with the Full-time Collective Agreement.
13. Authorized overtime will be paid for all hours in excess of the normal daily tour or in excess of the normal bi-weekly hours for the full-time position, except that, overtime which is not related to the Job Sharing position, shall be paid in accordance with the provisions of the part-time Agreement.
14. It is agreed that both nurses in the Job Sharing arrangement may, subject to the conditions of each plan, and upon payment of the full premium, continue to contribute to such health and welfare benefits as were enjoyed as a full-time nurse for a period not to exceed eight (8) months. At the end of the eight (8) month period this arrangement will discontinue.
15. Any issues arising out of the enforcement of this Agreement will be dealt with at an Association-Management Committee Meeting.

L. of U. - Job Sharing continued

DATED this 9th day of May, 1988.

FOR THE HOSPITAL

FOR THE ASSOCIATION

S. Houang

Donna Alexander
Employment Relations Officer
Michelle Finley
May Ellen McBoys
Liane Maguire
Roberta Hardy