

SOURCE	CNA
DATE	93/04/01
YEAR	96/03/31
No. OF EMPLOYEES	395
INCOME	50
BY EMPLOYERS	

PART-TIME

COLLECTIVE AGREEMENT

Between

SCARBOROUGH GENERAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

April 1/1993 - March 31/1996

FEB 26 1996

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APPENDIX 3PART-TIME SALARIES

(Pay Equity Adjusted Rates)

REGISTERED NURSE

	<u>April 1, 1993</u>	<u>Jan. 1, 1994</u>	<u>Jan. 1, 1995</u>	<u>Jan. 1, 1996</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
Start	17.10	17.38	17.66	17.94
Step 1	18.00	18.28	18.56	18.84
Step 2	18.75	19.03	19.31	19.59
Step 3	19.78	20.06	20.34	20.62
Step 4	20.80	21.08	21.36	21.64
Step 5	21.83	22.11	22.39	22.67
Step 6	23.11	23.39	23.67	23.95
Step 7	24.39	24.67	24.95	25.23
Step 8	25.67	25.95	26.23	26.51
Step 9	26.96	27.24	27.52	27.80

GRADUATE C.

Start	20.68	20.96	21.24	21.52
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REGISTERED NURSE PENDING

Start	16.84	17.12	17.40	17.68
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SUPERIOR CONDITIONS

EDUCATIONAL PREMIUM

Educational Premiums as provided for under Article 18.09 are as follows:

The Employer will pay pro rata to a nurse the single highest premium among the following educational premiums for which she is eligible, provided she has presented satisfactory proof of standing in a course recognized by the Employer:

- (a) A Post Graduate course in the clinical field in which she is employed - \$15.00 per month
 - * (b) Canadian Hospital Association Unit Administration Course - \$15.00 per month
 - (c) One Year University Diploma in Nursing - \$40.00 per month
 - (d) Bachelor of Science Degree in Nursing - \$80.00 per month
 - * (e) Master of Science Degree in Nursing - \$120.00 per month
- * Assistant Head Nurse Only

FF

APPENDIX TO
COLLECTIVE AGREEMENT

BETWEEN:

SCARBOROUGH GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

AND:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

(Part-time)

ARTICLE A - RECOGNITION

- A.1 The Employer recognizes the Association as the bargaining agent of all registered and graduate nurses employed by Scarborough General Hospital at Scarborough, engaged in a nursing capacity, save and except Manager of Nursing Practice and persons above the rank of Manager of Nursing Practice.
- A.2 The phrase "Immediate Supervisor" when used throughout this Agreement shall mean person in authority above the charge nurse.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall, and suspend and otherwise discipline nurses, provided that if a nurse claims she has been discharged, suspended or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure;

- (c) establish, alter and enforce reasonable rules and regulations. The Employer will advise the Association of any change of rules and regulations;
- (d) determine the kind and location of equipment to be used, the allocation and numbers of nurses required from time to time, the services to be performed, and all other rights and responsibilities of management not specifically modified elsewhere to this Agreement.

B.2 The Employer will not exercise its rights in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

C.1 Negotiating Committee

(6.03)

There shall be up to six (6) combined full-time and part-time nurses on the Negotiating Committee.

C.2 Grievance Committee

(6.01)

There shall be up three (3) combined full-time and part-time nurses on the Grievance Committee.

C.3 Nurse Representatives

(6.01)

There will be twenty-five (25) combined full-time and part-time nurses representatives with no more two (2) from any unit. There will be no more than one (1) nurse representative from any one (1) unit scheduled to work present at any meeting with the Hospital.

C.4 Association-Hospital Committee

(6.02)

There shall be up to three (3) combined full-time and part-time representatives of each of the parties on the Association-Hospital Committee.

C.5

(5.06)

The interview period as provided for in Article 5.06 will be scheduled at a mutually agreeable time during the formal orientation period.

ARTICLE D - SENIORITY

D.1

(10.02)

A copy of the current seniority list as provided for in Article 10.02 will be provided in January and July of each year. A copy will also be issued for posting.



ARTICLE E - ASSOCIATION LEAVE

E.1

(11.02) Leave of absence will be granted in accordance with 11.02 provided :

- (a) the total of such time for combined full-time and part-time shall not exceed one hundred and twenty-five (125) calendar days per year;
- (b) Not more than one (1) full-time or part-time nurse from any one unit at one time (except one (1) member of the Executive of the Local), unless varied by mutual consent of the parties.

ARTICLE F - PAID HOLIDAYS

F.1 The following are paid holidays:

(15.01)

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	2nd Monday in February

F.2 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

F.3 When a Paid Holiday falls on a Friday or Monday, the Hospital will endeavour to achieve the following:

- that nurses scheduled to work on the Holiday be scheduled to work the Saturday and Sunday in conjunction with the Holiday.
- that nurses scheduled off on the Holiday be scheduled off on the Saturday and Sunday in conjunction with the Holiday.

F.4 If permitted by law, the parties agree that, for the life of the Collective Agreement, Canada Day as designated in F.1 shall be July 1; Christmas Day as designated in F.1 shall be December 25; and Boxing Day as designated in F.1 shall be December 26. If any other date is designated for any of the above holidays, the date in this letter shall be deemed to be the date of the Holiday, and premium pay will not be forthcoming for any other day.

ARTICLE G - VACATIONS

G.1 Scheduling

Vacation guidelines for nurses will be reasonable and separate and apart from other hospital employees.

- (a) The Employer will if possible provide the weekend off prior to the commencement of vacation and at the completion of vacation for two (2) vacation periods only. The nurse will indicate at the time of her vacation request which vacation she wishes to commence with a weekend.
- (b) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report to work following vacation.
- (c) Nurses, within the unit in which they work, shall be given preference with respect to their request for vacation periods in accordance with seniority.
- (d) Notwithstanding bargaining-unit seniority for nurses who transfer to another unit between April 1st and August 31st the Employer will endeavour to grant vacation time that was approved prior to the transfer.

G.2 Summer prime time vacation requests made by nurses on or before February 28th will be responded to verbally by the Hospital before April 1st. The Hospital agrees to post the summer vacation schedule (to cover the period June 1st to August 31st) by May 1st.

ARTICLE H - GENERAL

H.1 The Employer will provide bulletin board space in mutually acceptable locations, for the purpose of posting notices regarding meetings and other matters restricted to Association matters. Where such bulletin board is locked the Association will be provided with a key. All such notices shall be signed by a member of the Association Executive. The Employer may request the Union to remove material that they find objectionable.

H.2 Payment of wages will be made every other week and cover time worked in the two weeks ending on the last shift of the immediately preceding Sunday.

Any regular earnings omitted on a pay cheque of one day's pay or more which is not caused by the nurse's error or omission, shall be paid to the nurse provided the nurse requests a manual cheque no later than the Monday following issuance of pay. A cheque will be issued on



the Thursday of the same week. Any requests received after this cutoff will be processed in the next scheduled payroll.

ARTICLE I - SCHEDULING REGULATIONS

- I.1 (a) If required, a regular part-time nurse must be available to work at least two (2) weekends in every three (3) week period, however, should a nurse be required to work more than two (2) consecutive weekends, she shall be paid in accordance with Article 14.03 for the third weekend and for every successive weekend worked until a weekend is scheduled off, 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 a result of an exchange of shifts with another nurse.

For the purpose of this section, a weekend off is defined as a period of seven (7) consecutive tours of which six (6) tours are between 2330 hours Friday and 2330 hours Sunday inclusive. The Hospital will endeavour to provide eight (8) consecutive tours off.

- (b) Shift schedules for nurses shall be posted eight (8) weeks in advance, and cover a four (4) week period.
- (c) A request by a nurse for a change of scheduled working hours must be submitted in writing and be co-signed by the nurse willing to make the exchange. Such exchange must be approved by the Employer. Casual nurses will not be excluded from this exchange process.
- (d) There will be no split tours.
- (e) Nurses will normally be scheduled to work no more than five (5) consecutive days, and in any event, shall be scheduled to work no more than six (6) consecutive days, without at least two (2) days off thereafter, unless the nurse specifically requests otherwise.
- (f) Where a nurse normally rotates, at least fifty percent (50%) of her tours shall be scheduled on the day tour in each two (2) posted schedules.

This may extend to four (4) posted schedules in the event of staff shortages.

- (g) A nurse requesting specific tours on a permanent basis shall be granted such request when possible, providing that such permanent shift personnel must rotate to the 0730 shift at least once yearly for a minimum of two (2) work weeks for assessment and evaluation. Such time to be arranged with the nurse, by the Manager of Nursing Practice.
- (h) The Employer will attempt to schedule the staff requirements over the Christmas and New Year's period so that equal opportunity for time off during this period will be provided for both regular part-time and full-time nurses. Where the Hospital determines there is opportunity to give Christmas and New Year's off, the opportunity will be given to the most senior nurse on the unit. Such time to include Christmas Eve and Christmas Day or New Year's Eve and New Year's Day. The Employer will advise each nurse of these days six (6) weeks in advance. This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.
- (i) At least two (2) consecutive tours shall be scheduled off between shift changes and at least six (6) consecutive tours shall be scheduled off following night duty. Should a nurse be scheduled off for a shorter period of time, she shall be paid in accordance with Article 14.03 for all hours worked that should have been scheduled off. If a shorter period of time is agreed upon by mutual consent, Article 14.03 shall not be applicable,
- (j) The midnight shift shall be the first shift of the day.
- (k) The Hospital will endeavour to provide fifty percent (50%) of weekends off where the ratio of full-time and part-time staff permits,
- (l) Float Rotation

In times when a lower patient census results in excess nursing staff, a nurse may float from her assigned unit, The unit sending the nurse will make the decision who shall float based on the following criteria:

1. Staff nurse(s) from the unit will rotate through the unit seniority list.



2. The rotation will begin at the bottom of the seniority list and move up.
3. Agency staff are not excluded from floating to other units where appropriate.
4. To ensure appropriate coverage on a unit, the Charge Nurse will not float out if it is her turn to float. The nurse next on the seniority list shall float out. The nurse who does not have to float out because of charge responsibilities, will float out, in turn, at the next available opportunity.

(m) Casual part-time nurses may declare on a bi-weekly basis their availability for work on specified shifts over the next two weeks. The Hospital agrees to offer work on these tours to the casual part-time nurses before scheduling agency staff provided this does not result in payment of premium pay.

(n) Full-time nurses will not be scheduled for extra shifts, where a part-time nurse (regular or casual) from the same unit has previously indicated her availability on an availability list and is willing to work that shift.

A part-time nurse need not be scheduled under this clause where it would result in premium payment to the nurse.

(o) The Employer undertakes to make every effort to achieve the following:

(a) Nurses scheduled off on Christmas Day will also be scheduled off on Christmas Eve Day.

(b) Nurses scheduled off on New Year's Day will also be scheduled off on New Year's Eve Day.

(p) Standby

Nurses working in areas required to be on standby will be assigned standby on an equitable basis. Standby shall not be scheduled on days off or vacation.

I.2

(a) The Employer agrees to schedule regular part-time nurses according to the needs on the posted schedule on that unit. All regular part-time nurses shall be scheduled before any casual part-time nurses are utilized.

- (b) Regular part-time nurses and casual nurses who wish to be considered for additional shifts shall so indicate to the Hospital on a periodic basis as stipulated by the Hospital. The Hospital shall assign such additional shifts to regular part-time nurses on the basis of seniority with first preference given to nurses assigned to the unit. It is recognized that the Hospital shall not be required to assign any hours which may result in overtime or premium payment.
- (c) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses from that unit on the basis of seniority.

Four Hour Tours

Where four hour shifts are required, Article I.1 in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of four (4) hour shifts to a minimum depending on the Unit needs.
- (b) There shall be an equitable distribution of such tours among the part-time nurses expressing availability on the Unit,
- (c) Nurses working less than 7.5 hour tours shall be granted the appropriate paid rest period.

ARTICLE J - EXTENDED TOURS

J.1 Extended tours may be introduced in areas in the Hospital for a six (6) month trial period where, by secret ballot conducted by the Hospital - Association Committee, seventy-five percent (75%) of the nurses in any unit indicate willingness to work within an extended tour schedule. Prior to voting for a six (6) month trial period, the proposed schedule shall be posted for four (4) weeks prior to voting. Following the six (6) month trial period, a secret ballot will be conducted by the Hospital - Association Committee and where seventy-five percent (75%) of the nurses effected by the extended tour arrangement indicate a desire to continue the extended tours, and extended tour work week may be adopted on a permanent basis. Nurses on the unit working 7.5 hour tours who, prior to the initial vote being taken, indicate a desire to continue working 7.5 hour tours, shall be accommodated within the extended tour schedule,

The following scheduling provisions shall apply to all nurses working the extended tour:

- (a) Not more than (3) consecutive extended tours shall be scheduled.
- (b) At least eleven and a quarter (11.25) hours time off will be scheduled between shifts.
- (c) The Employer will not schedule split shifts.
- (d) Shift schedules for nurses shall be posted six (6) weeks in advance, and shall cover a six (6) week period.
- (e) A request by a nurse for change of scheduled working hours must be submitted in writing and be co-signed by the nurse willing to make the exchange and be approved by the Employer. Casual part-time nurses will not be excluded from this exchange process.
- (f) The Employer will schedule fifty (50%) percent of weekends as weekends off.
- (g) Schedules will reflect a fifty (50%) percent distribution of shift.
- (h) In the event that this agreement fails to properly determine the basis of applying any term of the existing Collective Agreement, the parties agree that nurses working the extended hours' schedule should receive the equivalent benefits to which they would be entitled to had they been scheduled on the basis of the normal 7.5 hour shift.
- (i) The first shift of the day shall be the morning tour.
- (j) Where a nurse is entitled to a lieu day, she shall receive the lieu day at a mutually agreeable time, within thirty (30) days before or sixty (60) days after the holiday.

J.3

Evaluation

At the conclusion of the six (6) months the effectiveness of the modified work week will be evaluated by the parties.



J.4 Notice Period for Discontinuation

Either party may, upon twelve (12) weeks' notice, terminate the agreement with respect to adverse patient care and failure to make a workable schedule. A longer daily tour shall be discontinued on any unit where seventy-five (75%) percent of the nurses effected by the extended tour arrangement so indicate by secret ballot, conducted by the Hospital- Association Committee.

ARTICLE L - MODIFIED WORK

- L.1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- L.2 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- L.3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

DATED AT SCARBOROUGH, Ontario this 14 day of Oct 1995

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE ASSOCIATION

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

The Employer agrees during the term of the collective agreement, to continue its current practice with respect to scrub dresses and lab coats.

Supplied and laundered

Operating Room - Scrub dresses and/or pant outfit
Recovery Room - Scrub dresses and/or pant outfit

Lab coats supplied but not laundered

Operating Room

Recovery Room
I.C.U.
I.V. Team
Burn Unit
Case Room
Emergency Room

Scrub dresses and/or pant outfit supplied but not laundered

I.C.U.
Case Room
Burn Unit

With respect to nurses working in Tower 9, disposable scrub dresses will be made available by the Hospital.

* Intent of agreement is current practice.

DATED AT SCARBOROUGH, ONTARIO, this 14 day of Oct, 1995.

FOR THE HOSPITAL

Jane [Signature]
Islanda Clements
Jay [Signature]
Diana Mitchell
Maria [Signature]

FOR THE ASSOCIATION

Sharon Fawcett
[Signature]
[Signature]
Marie C. O'Connor
[Signature]