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EFF. DATE	93 04 01
TERM.	96 03 31
No. OF EMPLOYEES	47
NOMBRE D'EMPLOYÉS	47

47

PART-TIME

COLLECTIVE AGREEMENT

Between:

ALEXANDRA MARINE AND GENERAL **HOSPITAL**  
 (hereinafter referred to as "**the Hospital**")

And:

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

**EXPIRY: 31 March, 1996**

ALEXA01.P-S

0596005

**PL1**

APPENDIX 3

SALARY SCHEDULE

PART-TIME

Part-time registered nurses and part-time graduate nurses shall be compensated for their services in accordance with the following salary grid:

Registered Nurse      Graduate Nurse

Effective April 1, 1993

Start	17.10	16.21
1 Year	18.00	17.09
2 Years	18.75	17.82
3 <b>Years</b>	19.78	18.82
4 Years	20.80	19.83
5 Years	21.83	20.84
6 Years	23.11	22.08
7 Years	24.39	23.31
8 Years	25.67	24.52
9 Years	26.96	25.76

Effective January 1, 1994

Start	17.38	16.48
1 Year	18.28	17.35
2 Years	19.03	18.08
3 Years	20.06	19.09
4 Years	21.08	20.10
5 Years	22.11	21.11
6 Years	23.39	22.35
7 Years	24.67	23.57
8 Years	25.95	24.79
9 Years	27.24	26.03

Effective January 1, 1995

<b>Start</b>	17.66	16.75
1 Year	18.56	17.62
2 Years	19.31	18.35
3 Years	20.34	19.35
4 Years	21.36	20.36
5 Years	22.39	21.38
6 Years	23.67	22.61
7 Years	24.95	23.84
8 Years	26.23	25.06
9 Years	27.52	26.30

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Registered Nurse      Graduate Nurse

Effective January 1, 1996

Start	17.94	17.01
1 Year	18.84	17.88
2 Years	19.59	18.62
3 Years	20.62	19.62
4 Years	21.64	20.63
5 Years	22.67	21.64
6 Years	23.95	22.88
7 Years	25.23	24.11
8 Years	26.51	25.33
9 Years	27.80	26.56

The hourly salary rates inclusive of the percentage in lieu of fringe benefits shall be calculated in accordance with the following formula: applicable straight time hourly rate + **13%**.

In addition to the above hourly rate, a regular part-time and a casual part-time nurse shall receive in lieu of all fringe benefits (being those benefits to a nurse paid in whole or in part by the Hospital as part of direct compensation or otherwise save and except salary, vacation pay, tour differential, standby pay, call back guarantee, responsibility allowance, bereavement **pay**, educational allowance, court attendance **and** reporting pay) an amount added to her hourly rate in lieu of fringe benefits an amount equal to thirteen percent (**13%**) of the hourly rate.

Other casual part-time non-registered nurses shall be compensated as per percentage differential which presently exists.

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APPENDIX 4

SUPERIOR CONDITIONS

PART-TIME

Central  
Agreement  
Reference

- 5.05** The Hospital shall provide the local Association with a list of newly hired nurses, nurses on unpaid leaves of absence, and terminations: this list will contain information as to the classification, address, Social Insurance Number, date of employment and salary rate. In providing such lists, the Employer will include deletions (including terminations), and additions from the previous month.
- 14.01** If an employee is required to work overtime or previously unscheduled work on any **one of** the Paid Holidays, she shall be paid at the rate of double time and one-half (**2 1/2**) her regular rate of pay for all time so worked, with a minimum guarantee of four (**4**) hours **at** her regular straight time hourly rate.
- 15.01** A part-time or casual nurse who works on one of the holidays outlined in Article H-1, shall be paid at one and one-half (**1 1/2**) times her regular rate for each hour worked on the holiday. Where, in addition, she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled shift for **such** nurse), she shall receive two (**2**) times her regular straight time hourly rate for such additional hours worked.
- 16.01** Effective the date of ratification, all regular 'part-time general duty nurses will receive vacation pay based on a percentage of applicable earnings as follows:
- |                                      |   |            |
|--------------------------------------|---|------------|
| <b>200</b> tours or less             | - | <b>6%</b>  |
| <b>201</b> tours to <b>400</b> tours | - | <b>8%</b>  |
| <b>401</b> tours or more             | - | <b>10%</b> |

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Central  
Agreement  
**Reference**

For new hires subsequent to ratification:

600 tours or less	-	6%
601 tours to 3401 tours	-	8%
3401 tours or more	-	10%

**16.03**

For the purpose of earned vacation, continuous employment shall include employment in both **full-time** and part-time bargaining units. It is understood that part-time will be converted on the basis of **200** tours equals one year.

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**APPENDIX 5**

*LOCAL ISSUES*

**ARTICLE A - RECOGNITION**

A-1 The Hospital **recognizes the** Association as the bargaining agent of all registered and graduate nurses employed by the Hospital, engaged in nursing care, regularly employed for not more than twenty-four **(24)** hours per week, save and except Head Nurses and persons above the rank of Head Nurse.

**ARTICLE B - 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 the function:

- a) to maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the nurses provided the same are not inconsistent with the provisions of this Agreement.
- b) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to assign nurses to shifts and to increase and decrease working forces, provided that a claim of discipline or suspension, or a claim by a nurse that she has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.
- c) to determine the number and location of the Hospital 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 patients and the public.

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**B-2** These rights shall not be exercised in a manner inconsistent with this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 The **Local** Committees as referred to in Article 6 of the Central Agreement, shall be limited to the following number of part-time representatives:

- a) two **(2)** part-time nurses on the Negotiating Committee
- b) one **(1)** part-time nurse on the Accident Prevention -Health and Safety Committee

ARTICLE D - ASSOCIATION INTERVIEW

D-1 The interview period as provided for in Article **5.06** will be scheduled during the nurse's orientation period.

ARTICLE E - SCHEDULING

- E-1 (a) The regular part-time commitment referred to in Article **2.04** shall be as follows:
- i) Available on a predetermined scheduled basis, for four **(4)** tours per **bi-weekly** pay period.
  - ii) Available for two **(2)** out of four **(4)** weekends.
  - iii) Available for four **(4)** weeks during July and/or August.
  - iv) Available for work as scheduled on December **24, 25** and **26** or December **31** and January **1**.
  - v) Available for work on at least four **(4)** additional holidays.
- (b) **1)** All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are **utilized**.
- 2)** When regular part-time nurses on the unit have been given the opportunity to work up to their

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commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:

- i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
- ii) A tour will be deemed to be offered whenever a call is placed;
- iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
- iv) When a regular part-time nurse accepts an additional tour, she must report for that tour unless arrangements satisfactory to the Hospital are made;
- v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice.

**E-2** (a) The night shift shall be the first shift of the . day.

(b) A weekend shall be defined as fifty-six **(56)** consecutive hours off between **15:15** hours on Friday and **07:15** hours on Monday. If working the night shift, a weekend shall be from **0715** hours on Friday to **2315** hours on Sunday.

**E-3** There will be not less than a period of two **(2)** consecutive shifts between scheduled tours worked by a nurse **without** the consent of such nurse.

**E-4** The Administrative Supervisor on duty will arrange for transportation if required for an emergency call.

**E-5** The Hospital shall ensure each regular part-time nurse every other weekend off. Should a nurse be required to work three **(3)** or more weekends in succession, she shall be paid premium pay as set out in Article **14.03** for all hours worked on the third **(3rd)** and subsequent



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consecutive weekend until a weekend off is scheduled. This shall apply 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 exchanging shifts with another nurse.

**E-6** When a nurse is scheduled to work the weekend preceding a paid Monday holiday or following a paid Friday holiday, the Hospital will endeavour to schedule her to work such holiday if work is available.

**E-7** **When** a nurse is called in, such nurse is to be told in what capacity she is to be working and on which ward.

**E-8** Requests for exchanges in posted time schedules must be submitted in writing, must be approved by the Hospital, and must be co-signed by the nurse who is willing to exchange days off or tours worked. It is understood that such exchange in tour initiated by the nurse and approved by the Hospital shall not result in overtime payment.

**E-9** a) Standard Day - for overtime purposes and for application under **14.10** of the Central Collective Agreement the standard day for all nurses covered by the Agreement shall be defined as a twenty-four (24) hour period beginning at:

**23:15 - 07:15 - Night Tour**  
**07:15 - 15:15 - Day Tour**  
**15:15 - 23:15 - Evening Tour**

b) For purposes of application of Article **14.15**, the hours of the weekend definition shall be from **23:15** hours Friday **to 23:15** hours Sunday.

**E-10** Each nurse shall be scheduled off at least five (5) consecutive days at either Christmas or New Year's alternating on a yearly basis. Christmas shall be defined as Christmas Eve Day commencing at **07:15** hours, Christmas Day, and Boxing Day. New Year's shall be defined as New Year's Eve Day **commencing** at **07:15** hours and New Year's Day. No vacation shall be granted by the Hospital between December **15th** and January **15th** in order to grant such days off. If a conflict between two or

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more nurses occur in time off at either Christmas or New Year's, the resolution shall be decided by the Hospital based on seniority. This clause will not apply to employees who normally work the Monday to Friday shifts only.

**ARTICLE F - SENIORITY LISTS**

F-1 The Hospital will provide the Association with three up-to-date copies of the seniority list as provided for in Article **10.02** of the Central Agreement in October and April.

**ARTICLE G - VACATIONS**

G-1 For the purpose of calculating vacation pay, the vacation pay period shall be from January **1st** of any given year to December **31st** of the same year.

**ARTICLE H - HOLIDAYS**

H-1 The days designated under Article **15.01** of the Central Agreement are:

New Year's Day - January 1  
**2nd** Monday in February  
Good Friday  
Victoria Day  
Second Monday in June  
Canada Day - July 1  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day - November **11**  
Christmas Day - December **25**  
Boxing Day - December **26**

**ARTICLE I - LEAVES OF ABSENCE**

I-1 Requests for leave of absence to attend to Association business are to be made in writing and submitted at least two (**2**) weeks in advance. This permission shall not be unreasonably withheld.

**PL10**

**ARTICLE J - PREPAID LEAVE PLAN**

J-1 In accordance with Article **11.11** of the Collective Agreement one (1) part-time nurse may enter the plan each year.

**ARTICLE K - MODIFIED WORD/BACK TO WORK PROGRAM**

K-1 a) 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.**

b) 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.

c) 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.

**ARTICLE L - JOB SHARING**

L-1 It is understood and agreed that insofar as any provision of this Article is specifically in conflict with any provisions of the Appendix 5 Full-time and Appendix 5 Part-time Collective Agreement, the provisions of this Article shall prevail.

L-2 Only full-time positions shall be considered for job sharing between two nurses.

L-3 The Hospital has the right to designate and increase or decrease the full-time positions eligible to be deemed job sharing positions. For discussion purposes only the Hospital and the Association agree to discuss the number of positions that will be job shared.

L-4 If a full-time nurse wishes to job share her position, and the Hospital agrees to designate such position a job sharing position, the full-time nurse will be assigned such job sharing position and the remaining vacant position will be posted and filled in accordance with Article **10.06** of the Central Collective Agreement.

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- L-5** When the Hospital designates a vacant full-time position to be considered a job sharing position, such position shall be posted and filled in accordance with Article **10.06** of the Central Collective Agreement.
- L-6** A nurse assigned a job sharing position will be covered by the provisions of the Part-time Collective Agreement, except for scheduling.
- L-7** The nurses sharing a job sharing position shall both be considered as Regular Part-time staff.
- L-8** If a nurse assigned a job sharing position successfully applied for a part-time or full-time position, or is terminated in accordance with the existing Part-time Collective Agreement, and **the** Hospital decides to continue such job sharing position, the remaining nurse shall remain assigned to said job sharing position and the vacant job sharing position will be posted in accordance with the posting provisions. 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 assuming the full-time position or remaining regular part-time. If she does not assume the full-time position the full-time position shall be posted in accordance with the Collective Agreement.
- L-9** For scheduling purposes only, the Hospital will schedule a job sharing position as a full-time position. The schedule of both partners shall be the equivalent of one full-time position. The position in question shall generally be shared on an **equal** basis between the two partners. Both partners must inform the Head Nurse who will be working the predetermined schedule according to the posting policies for schedules.
- L-10** A job sharer's vacant hours of work resulting from vacation, leave of absences or sick leave will be offered by the Hospital, to the remaining nurse assigned that job sharing position. If the remaining nurse agrees to work all or part of such hours, there will be no premium payments owed for such hours worked. If the Hospital is unable to contact the remaining nurse or such nurse is unable to work the vacant hours, the Hospital will schedule such hours in accordance with the Part-time Agreement.
- L-11** A job sharing position **will be** scheduled by the Hospital to work either the Christmas Holiday or the New Year's Holiday. The partners shall alternate working said

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holidays and inform the Hospital of whom is available for the scheduled holiday each year.

**L-12** The job sharers will be entitled to vacation time as per the Part-time Collective Agreement. The job sharers agree to cover up to two weeks of each other's vacation during June **15** to September **15**.

**L-13** The Hospital or the Association shall have the option of cancelling the agreement with a **60** day notice. A meeting will be held between the parties within fifteen (**15**) days to review reasons for discontinuation.

**L-14** With each job sharing position, the Hospital will assess the position after three (**3**) months to see if there are any problems from a patient care, economic or scheduling perspective. If there are no problems, the schedule will continue for an additional three (**3**) months and this position shall be **re-evaluated** after six (**6**) months to determine whether or not the position should continue.

**L-15** If, after a six (**6**) month period, the Hospital wishes to terminate a job sharing agreement, it may do so upon advance written notification (sixty (**60**) days) to the nurses and the Association. If this occurs, the position will revert to a full-time position and the former **full-time** incumbent shall be granted the option of returning to full-time. In the event that she is not interested, then the position shall be posted according to the requirements under the Collective Agreement.

If, after a six (**6**) month period, both nurses who take part in the job sharing position wish to terminate the agreement, they may do so upon written notification (sixty (**60**) days) to the Hospital and the Association. When this occurs, the former incumbent will have the option of returning to her full-time position, if she so desires. If she does not desire to do so, then the position shall be posted according to the Collective Agreement.

**ARTICLE M - MISCELLANEOUS**

M-1 Nurses who are currently provided with scrub uniforms shall continue the practice during the life of this Agreement. (Operating Room, Delivery Room and Emergency Department).

**PL13**

**M-2**      Nurse Abuse

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 as soon as possible.

The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her work.

**ARTICLE N - INTRODUCTION AND DISCONTINUANCE OF EXTENDED TOURS**

- N-1      (a) Extended tours shall be introduced into any unit when:
- i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot, and
  - ii) the Hospital agrees to implement 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) sixty-five percent (65%) of the nurses in the unit so indicate by secret ballot; or
  - ii) the Hospital because of:
    - 1) adverse effects on patient care, or
    - 2) inability to provide a workable staffing schedule, or
    - 3) 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:

**PL14**

- i)** the parties shall meet within four **(4)** 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)** The Local Association will be informed of the results of the secret ballot within seven **(7)** days.