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FULL-TIME

COLLECTIVE AGREEMENT

between

**Manitouwadge General Hospital
(Hereinafter referred to as "the Hospital")**

and

**Ontario Nurses' Association
(Hereinafter referred to as "the Association")**

EXPIRY: March 31, 1993

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The definitions shall not have the effect of changing the composition of any existing bargaining units. **The Hospital** shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular pre-determined basis solely for the purpose of utilizing casual nurses **so** as to restrict the number of regular part-time nurses.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Hospital and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.
- 3.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.

ARTICLE - NO STRIKE, NO LOCKOUT

- 4.01 The Association agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 - ASSOCIATION SECURITY

- 5.01 The Hospital will deduct ~~from~~ each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.
- 5.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.

- (b) The Hospital will recognize a Grievance Committee, one of whom shall be chairperson. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement and the number of nurses on the Grievance Committee is set out in the Appendix of Local Provisions.
- (c) It is agreed that nurse representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a nurse representative or member of the Grievance Committee is required to enter a nursing unit within the hospital in which she is not ordinarily employed she shall, immediately upon entering such nursing unit, report her presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Hospital agrees to pay for all time spent during their regular hours by such representatives hereunder.

6.02

Hospital-Association Committee

- (a) There shall be a Hospital-Association Committee comprised of representatives of the Hospital, one of whom shall be the Director of Nursing or her designate and of the Association, one of whom shall be the Local President or her designate. The number of representatives is set out in the Appendix of Local Provisions and the membership of the Committee may be expanded by mutual agreement.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required under Article 8.01 (a) (i). The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters

The maximum number of Central Negotiating Team members entitled to payment under this provision shall be eight (8), and in no case will more than one (1) nurse from a hospital be entitled to such payment.

The Association shall advise the Hospitals' Central Negotiating Committee of those nurses to be paid under this provision. The Hospitals' Central Negotiating Committee will make such request known to the affected hospitals.

For any unpaid leave of absence under this provision, the nurse's salary and applicable full-time benefits shall be maintained by the Hospital, and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary.

6.04

Accident Prevention - Health & Safety Committee

- (a) The Hospital and the Association agree that they mutually desire to maintain standards of safety and health in the hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Association from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention -

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- 6.08 The Hospital agrees to give representatives of the Ontario Nurses' Association access to the premises of the Hospital for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.
- 6.09 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.
- 6.10 Nurses who are members of committees pursuant to Regulation 518 of the Public Hospitals Act will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.

Where a nurse attends a committee meeting outside of regularly scheduled hours, she will be paid for all hours spent in attendance at meetings at her regular straight time hourly rate.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge, the Hospital shall notify the nurse of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of her immediate supervisor's decision in the following manner and sequence:

7.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Director of Nursing or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement. A claim by a nurse who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

The Hospital agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her probationary period, without just cause.

7.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.

7.17 Wherever Arbitration Board **is** referred to in the Agreement, the **parties may mutually** agree in writing to substitute a single **Arbitrator for** the Arbitration Board at the time of **reference to arbitration** and the other provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 8 - PROFESSIONAL RESPONSIBILITY

8.01 In the event that the Hospital assigns a number of patients or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they **are** being asked to perform more work than is consistent with proper patient care, she or they shall:

- (a) i) Complain in writing to the Association-Hospital Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Association-Hospital Committee shall convene a meeting of the Association-Hospital Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association-Hospital Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Hospital and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

8.05 Both the Hospital and the Association recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be publicized and the Hospital will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.

8.06 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Hospital policy related thereto.

8.07 When a nurse is on duty and authorized to attend any in-service program within the hospital and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Hospital to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

8.08 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.

Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.

8.09 The Hospital undertakes to notify the Association in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of the nurse within the bargaining unit.

The Hospital agrees to discuss with the Association the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.

Nurses, who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 10.07 will apply.

(b) A nurse who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.

10.02 A seniority list shall be established for all full-time nurses covered by this Agreement who have completed their probationary period. For informational purposes only, the names of all full-time probationary nurses shall be included in the seniority list. A copy of the current seniority list will be filed with the President of the Local Association or her designate on request but not more frequently than once every six (6) months at a time to be determined locally. A copy of the seniority list shall also be posted at the same time.

10.03 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or in the event she is transferred from casual to regular part-time or vice versa. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

10.04 If a nurse's absence without pay from the Hospital including absences under Article 11, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

Notwithstanding this provision, seniority shall accrue for a period of one year if a nurse's absence is due to disability resulting in W.C.B. benefits or L.T.D.

10.0

(a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) consecutive calendar days.

(b) A nurse may make a written request for transfer by advising the Hospital and filing a Request for Transfer indicating her name, qualifications, experience, area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

A list of vacancies filled in the preceding month under either (a) and (b), and the names of the successful applicants will be posted, with a copy furnished to the Association. Unsuccessful applicants will be notified.

At the request of the nurse, the Hospital will discuss with successful applicants ways in which they may improve their qualifications for future positions.

(c) Nurses are to be selected for positions under either 10.06 on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the work within an appropriate family assignment period. Where seniority governs, the applicant regardless of her ONA bargaining unit will be selected. Where the applicant was selected in accordance with this Article and subsequently determined that she cannot adequately perform the job to which she was promoted, the Hospital will attempt, during the course of her work hours for nurses whose regular work hours are other than the standard work week, to return her to the vacancy, to return her to

her former **position** providing such vacancy occur within six (6) months of the date of layoff. Where the nurse returns to her former position, there shall be no obligation to consider the vacancy under Article 10.06. Where the nurse refuses the opportunity to return to her former position, she shall advise the Hospital in writing.

- (c) No reduction in the hours of **work** shall take place to prevent or reduce the impact of a layoff without the consent of the Association.
- (d) All regular part-time and full-time nurses represented by the Association who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.

10.08

In the event of a proposed layoff at the Hospital of a permanent or long-term nature, the Hospital will:

- (a) **provide** the local Association with no less than thirty (30) calendar days' notice of such layoff and
- (b) meet with the local Association to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Hospital will undertake after the layoff;
 - iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

In the event of a proposed layoff at the hospital which is not of a permanent or long term nature or a bed cut-back or a cut-back in service which will result in displacement of staff, the Hospital will provide the local Association with reasonable notice. If requested, the Hospital will meet with the local Association to review the reasons and expected duration of the bed cut-back or cut-back in service, realignments of service or staff and its effect on nurses in the bargaining unit.

Any agreement between the Hospital and the local Association resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon **as** possible. Such leave shall not be unreasonably withheld.

11.02 Leave for Association Business

The Hospital agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. The cumulative total leave of absence, the amount of notice, the number of nurses that may be absent at any one time and from any one area and the number of days is set out in the Appendix of Local Provisions. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the local Association agrees to reimburse the Hospital in the amount of the daily rate of the nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Hospital will bill the local Association within a reasonable period of time.

11.03 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfill the duties of her position. Reasonable notice - sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. Notwithstanding Article 10.04, there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 11.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agree; to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

11.04 Leave. President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Hospital, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) consecutive years. Notwithstanding Article 10.04, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable

(c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

(d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Hospital will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

(e) The Hospital may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

(f) Effective April 1, 1988 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum

period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Hospital will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) Effective April 1, 1991 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

11.09 Education Leave

- (a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with the Hospital may be granted on written application by the nurse to the Director of Nursing or her designate. Requests for such leave will not be unreasonably denied.
- (b) A nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing

- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.

service. For the purpose of 'transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

12.02 Effective the first of the month following the transfer, all existing sick leave plans in the Participating Hospitals shall be terminated and any provisions relating to such Plans shall be null and void under the respective Collective Agreements except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

12.03 Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the nurse on the effective date of the transfer to the Plan set out in Article 12.01. The "sick leave bank" shall be utilized to:

- (a) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and;
- (b) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout shall be made on the termination of employment, or in the case of death, to the nurse's estate. The amount of the payout shall be a cash settlement at the nurse's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which she participated as of the date of this award;
- (c) where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and she shall be entitled to the same cash out provisions as set out in paragraph (b) above providing she subsequently achieves the necessary service to qualify her for payout under the conditions of the sick leave plan in which she participated as of the date of this award;
- (d) where a payout provision existed under the former sick leave plan in the Collective Agreement, a nurse who, as of the date of this award, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning

- 12.12 For nurses whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.
- 12.13 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 12.14 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefits she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 13 - HOURS OF WORK

- 13.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Hospital shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

Subject to Article 13.02 below:

- (a) The normal daily tour shall be seven and one-half (7-1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes' duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.

be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half (1-1/2) times her regular straight time hourly rate. The Hospital agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

- 14.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of a nurse or a change-over to daylight saving from standard time or vice-versa or an exchange of tours by two nurses.
- 14.03 Work scheduled by the Hospital to which a premium is attached under scheduling regulations contained in the Collective Agreements and set out in the Appendix of Local Provisions shall be paid at one and one-half (1-1/2) times the nurse's regular straight time hourly rate or as otherwise provided.
- 14.04 Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate as a result of 14.03 above and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 14.05 A nurse who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Hospital which she is capable of doing, if her regular duties are not available.

falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. Tour differential will not form part of the nurse's straight time hourly rate. The defined hours of a night and evening shift shall be a matter for local negotiation.

14.11 Ambulance Escort

Where a nurse is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where the nurse performs such duties during her regular shift, she shall be paid her regular rate of pay.

Where the nurse performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate.

- (b) Where such duties extend beyond her regular shift, the Hospital will not require a nurse to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into her next regularly scheduled shift she will maintain her regular earnings for that full shift.
- (c) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the Hospital or to such other location agreed upon between the Hospital and the nurse will be paid at straight time or at appropriate overtime rates, if applicable under Article 14.01. It is understood that the nurse shall return to the Hospital or to such other location agreed upon between the Hospital and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital will establish with the nurse arrangements for return travel;
- (d) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

NOTE: The Hospital agrees to continue to pay any greater monetary benefit for ambulance escort duty if such greater benefit has been paid by the Hospital immediately prior to this Agreement. This note applies at Hospitals

Effective April 1, 1989, the number of paid holidays hereunder shall be increased to twelve (12), with the designation of the twelfth holiday to be determined by local negotiation.

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of the Agreement, such holiday will be substituted for one of the above-mentioned holidays. The designation of the additional holiday for an existing holiday shall be subject to local determination and such designation shall not add to the present number of holidays.

15.02

In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Hospital;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving Workers' Compensation Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay.

15.03

Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 13.01 (a).

15.04

Subject to Article 15.02:

- (a) Where a holiday falls during a nurse's scheduled vacation period, **her** vacation shall be extended by one (1) day unless the nurse and the Hospital agree to schedule a different day off with pay.
- (b) Where a holiday falls on a nurse's scheduled day off an additional day off with pay will be scheduled.

nurse works or receives paid leave for a total of **at least 1525** hours in the vacation year.

- (d) Nurses who have **completed** seventeen (17) or more years of full-time continuous service (as of the date for **determining** vacation entitlement in the individual **Hospital**) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay, (187.5 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse **works** or receives paid leave for a total of **at least 1525** hours in the vacation year. Effective in the vacation year where the date for determining vacation **entitlement** in the individual Hospital falls on or **after** April 1, 1989, the service requirement for five (5) weeks vacation shall be fifteen (15) or more years of full-time continuous service.
- (e) Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or **after** April 1, 1989, nurses who have **completed twenty-five (25)** years or more of full-time **continuous service** (as of the date for determining **vacation entitlement** in the individual Hospital) shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay (225 hours' pay for nurses whose regular hours of work are other than the **standard work day**), provided the nurse works or receives **paid** leave for a total of at least **1525** hours in the vacation year.
- (f) If a nurse works or receives paid leave for less than **1525** hours in the vacation year she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:

- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement - 10%
- 6 week entitlement - 12%

NOTE : Nurses who presently enjoy better vacation benefits shall continue to receive such better benefits while employed by the Hospital.

16.02 A nurse who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her

- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person) and vision care (maximum \$60 every 24 months). Effective April 1, 1989, the deductible for the Extended Health Care Plan will be \$15.00 (single) and \$25.00 (family).
- (d) The Hospital agrees to contribute 90% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect providing the balance of the monthly premiums are paid by the nurses through payroll deduction. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled. Effective April 1, 1989, the Hospital's contribution to the Group Life Insurance Plan will be 100%.
- (e) Hospitals of Ontario Voluntary Life Insurance Plan
- The Hospital also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) available to the nurses subject to the provisions of HOOVLIP at no cost to the Hospital.
- (f) The Hospital agrees to contribute 50% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the nurses through payroll-deduction. Effective April 1, 1990, the Hospital's contribution to the Dental Plan will be 75%.

17.02

For newly hired nurses, coverage as set out in Article 17.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrollment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly-hired nurse was first employed.

reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

ARTICLE 18 - MISCELLANEOUS

- 18.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Association. The cost of printing the Collective Agreement will be shared equally by the Hospital and the local Association.
- 18.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 18.03 It shall be the duty of each nurse to notify the Hospital promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify the Hospital of any change to her telephone number.
- 18.04 Medical examinations, re-examinations and any tests required under the Public Hospitals Act will be provided by the Hospital in compliance with the Regulations. The nurse may choose her personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.
- 18.05 Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, immunization injections, gamma globulin and other programs shall be continued.
- 18.06 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Hospital will discuss the changes with the Association and provide copies to the Association.

ARTICLE 19 - COMPENSATION

- 19.01 (a) The salary rates in effect during the term of this Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The monthly wage schedule for a Registered Nurse shall be as follows:

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

(b) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

19.02 A Graduate Nurse in the employ of the Hospital upon presenting proof of current certification by the College of Nurses of Ontario shall be given the salary of the Registered Staff Nurse as provided in this Article effective the date the nurse presents proof of successfully passing the certification examination to the Director of Nursing or her designate, or to the date of last hire whichever is later.

19.03 A Registered Nurse is required to present to the Director of Nursing or her designate before February 15th of each year her current Certificate of Competence. Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date (or extended date) shall result in the nurse being reverted to the salary status of a Graduate Nurse. Reinstatement to the status of Registered Nurse shall be effective the first pay period following the date of presentation of proof of certification as above.

19.04 (a) A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that she shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid and shall not include a change of status from Graduate to Registered Nurse. A nurse who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes her experience level on the other grid.

(b) Where a casual nurse hired between October 1, 1987 and March 31, 1988 transfers to full-time, she may make a claim under (a) above at the time of the transfer, provided the transfer occurs within six (6) months of the nurse's date of hire.

19.06 Each nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a nurse's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

19.07 A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

19.08 (a) When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Hospital agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 3 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 7, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Hospital and duties and responsibilities involved.

Any change in the rate established by the Hospital either through meetings with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- 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

ARTICLE 24 - LAYOFF DISPUTE

24.01 The parties have agreed to submit their dispute concerning Employers' proposal #5 with regards to layoff procedures to binding interest arbitration in accordance with the Hospital Labour Disputes Arbitration Act. It is understood that this Agreement will be amended to incorporate new or amended provisions that may result from the arbitration award.

Signed at Port Huron, Michigan, Ontario, this 30th day of April, 1991.

For the Hospital:

Walter L. Thomas
George J. [unclear]
Shelby [unclear]

For the Association:

Catherine [unclear]
James [unclear]

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE - CHAIRPERSONS

The following nurses have allowed their names to serve
- Nursing Assessment Committees - in the above named

- | | |
|--|---|
| 1. Dr. Alice Baumgart
School of Nursing
Queen's University
Kingston, Ontario | 7. Ms. Louise Le
Doctoral Candidate
Health Administration
London, Ontario |
| 2. Miss Margaret Charters
Assistant Administrator
Nursing and Patient Care
Hamilton General Hospital
Hamilton, Ontario | 8. Mrs. Maxine Pe
Program Development
Niagara College
Arts & Technical
Welland, Ontario |
| 3. Mrs. Roxy Edwards
Executive Director
Bruce Peninsula Health Services
Wiarton, Ontario | 9. Dr. Lucille Pe
Canadian Centre for
and Well-Being
Toronto, Ontario |
| 4. Dr. Josephine Flaherty
Principal Nursing Officer
Health and Welfare Canada
Ottawa, Ontario | 10. Mrs. Helen In
Health Care
M.P. Administration
Scarborough, Ontario |
| 5. Ms. Gwen Hefferman
Director of Nursing Education
Ottawa Civic Hospital
Ottawa, Ontario | 11. Ms. Judy Tim
Co-ordinator
Nursing Competency
Toronto West
Toronto, Ontario |
| 6. Ms. Pat Kirkby
Dean, School of Health
Sciences and Human Services
Fanshawe College
London, Ontario | 12. Ms. Kathleen We
Director of Nursing
Humber Memorial
Weston, Ontario |

MADE AT Stouffville, ONTARIO THIS ____ DAY OF _____ 199__.

FOR THE ASSOCIATION

FOR THE

James McKay

APPENDIX 3SALARY RATES - FULL-TIMEREGISTERED NURSESEffective April 1, 1991

	<u>Regular Time</u>	<u>Straight Hourly Rate</u>	<u>Monthly Rate</u>
START	\$ 16.81		2732.17
1 YEAR	17.71		2877.67
2 YEARS	18.10		2941.67
3 YEARS	18.97		3083.33
4 YEARS	19.74		3208.33
5 YEARS	20.51		3333.33
6 YEARS	21.28		3458.33
7 YEARS	22.05		3583.33
8 YEARS	22.82		3708.33
9 YEARS	23.59		3833.33

Effective October 1, 1991

	<u>Regular Time</u>	<u>Straight Hourly Rate</u>	<u>Monthly Rate</u>
START	\$ 16.81		2732.17
1 YEAR	17.71		2877.67
2 YEARS	18.10		2941.67
3 YEARS	18.97		3083.33
4 YEARS	20.00		3250.00
5 YEARS	20.77		3375.00
6 YEARS	21.54		3500.00
7 YEARS	22.56		3666.67
8 YEARS	23.59		3833.33
9 YEARS	24.62		4000.00

Effective April 1, 1992

	<u>Regular Time</u>	<u>Straight Hourly Rate</u>	<u>Monthly Rate</u>
START	\$ 16.81		2732.17
1 YEAR	17.71		2877.67
2 YEARS	18.46		3000.00
3 YEARS	19.49		3166.67
4 YEARS	20.51		3333.33
5 YEARS	21.54		3500.00
6 YEARS	22.82		3708.33
7 YEARS	24.10		3916.67
8 YEARS	25.38		4125.00
9 YEARS	26.67		4333.33

SALARY RATESGRADUATE NURSESEffective April 1, 1991

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
START	\$ 16.14	2622.75
1 YEAR	17.02	2765.75
2 YEARS	17.40	2827.50
3 YEARS	18.25	2965.63
4 YEARS	19.01	3089.13
5 YEARS	19.77	3212.63
6 YEARS	20.53	3336.13
7 YEARS	21.29	3297.13
8 YEARS	22.03	3579.88
9 YEARS	22.77	3700.13

Effective October 1, 1991

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
START	\$ 16.14	2622.75
1 YEAR	17.02	2765.75
2 YEARS	17.40	2827.50
3 YEARS	18.25	2965.63
4 YEARS	19.26	3129.75
5 YEARS	20.02	3253.25
6 YEARS	20.98	3409.25
7 YEARS	21.78	3539.25
8 YEARS	22.77	3700.13
9 YEARS	23.77	3862.63

Effective April 1, 1992

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
START	\$ 16.14	2622.75
1 YEAR	17.02	2765.75
2 YEARS	17.40	2827.50
3 YEARS	18.75	3046.88
4 YEARS	19.75	3209.38
5 YEARS	20.76	3373.50
6 YEARS	22.23	3612.38
7 YEARS	23.27	3781.38
8 YEARS	24.50	3981.25
9 YEARS	25.75	4184.38

APPENDIX 4MANITOUWADGE GENERAL HOSPITALSUPERIOR CONDITIONS

1. (a) A full-time nurse in the employ of the Hospital on or before October 23rd, 1981, shall be entitled to vacation with pay based on length of continuous service as follows:
- (i) Nurses who have less than one (1) year of continuous service shall be entitled to a vacation with pay at their regular rate of 1.75 days for each completed month of service not to exceed twenty-one (21) working days.
 - (ii) Nurses who have completed one or more years of continuous service but less than twenty (20) years of continuous service shall receive an annual vacation of thirty (30) calendar days with pay at their regular rate.

Additional amount of vacation will be in accordance with the central agreement.

- (b) If a full-time nurse, hired by the Hospital on or before October 23rd, 1981, receives vacation pay based on a percentage of gross salary, the percentage entitlement will be as follows:

Thirty (30) calendar day entitlement - 8.2%
 Five (5) week entitlement - 10%

2. Sick Leave

- (a) Sick leave means the period of time when a nurse is permitted to be absent from work with full pay due to sickness or accident rendering her unable to perform her regular duties as a nurse and not compensable under the Workers' Compensation Act.
- (b) Sick leave will be granted on the following basis:
- (i) one and one-half (1½) days per month sick leave with pay cumulative from the date of hire.
 - (ii) Any unused portion of sick leave will be cumulative up to a maximum of one hundred and fifty (150) days.
 - (iii) **Absence** for sickness or accident compensable by the Workers' Compensation Board will not be charged against sick leave credits, and the nurse will continue to accumulate sick leave credits.

- (iv) When sick pay is claimed, proof of sickness or accident will be furnished by a certificate from a duly qualified medical practitioner if requested by the Hospital.
 - (v) A nurse will not be entitled to sick pay during a period of lay-off or leave of absence without pay or during a vacation period.
 - (vi) Sick leave benefits will cease on termination of employment.
- (c) The Hospital will certify annually the number of sick leave credits accumulated by each nurse.
 - (d) Only actual working days of a nurse will be charged against **her** sick leave credits.

3. Ambulance Escort

Nurses will be paid ambulance escort in accordance with Article 14:11 of the Central Agreement with the following addition.

If the ambulance trip extends beyond the regular shift of the nurse, the Hospital will pay the nurse time and one-half times her regular rate of pay until the nurse returns to Manitouwadge.

APPENDIX 5

APPENDIX

on

LOCAL ISSUES

BETWEEN:

MANITOUWADGE GENERAL HOSPITAL
(Hereinafter called the "Hospital")

AND:

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

FULL-TIMEARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by Manitouwadge General Hospital, save and except Head Nurses and those above the rank of Head Nurse, persons regularly employed for less than five (5) full tours per week and students employed during the school vacation.

ARTICLE B - INTERPRETATION

B-1 The word "nurses" when used in this Agreement shall mean persons included in the above-described bargaining unit.

B-2 "Supervisor" or "Immediate Supervisor" when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE C - MANAGEMENT RIGHTS

C-1

The Association recognizes that the management of the Hospital and the direction of the 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, retire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge, suspension, or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
- (e) make, enforce, discuss with the Association and alter from time to time, reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

C-2

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

ARTICLE D - ASSOCIATION REPRESENTATION

D-1

Nurse Representative

The Hospital will recognize two (2) Nurse Representatives, one (1) full-time and one (1) part-time.

D-2

Grievance Committee

The Hospital will recognize a Grievance Committee of three (3) nurses from the nurses in either Bargaining Unit.

D-3 Negotiation Committee

The Negotiation Committee shall consist of up to three (3) members from the nurses in either bargaining unit.

D-4 Hospital-Association Committee

The composition of the Hospital-Association Committee shall consist of at least two (2) nurses in either bargaining unit who shall be appointed to act on behalf of the local Association. The number of Hospital representatives on the Committee shall equal the number of Association representatives.

ARTICLE E - LEAVES OF ABSENCE

E-1 Unpaid leave of absence for sickness, injury or disability.

A nurse who has been on such leave of absence in excess of one (1) calendar month shall give the Hospital two (2) calendar weeks notice of her availability for work.

E-2 Leave of Absence - Association Business

Leave of absence for Association business shall be granted on the following conditions:

- (a) the cumulative total number of days shall not exceed 35;
- (b) a request for a leave shall be made in writing at least three weeks prior to the commencement of a leave, except in unusual circumstances. In unusual circumstances, if notice is given less than three weeks in advance, the nurse will assist in finding a replacement;
- (c) no more than two nurses shall be given leave at the same time,

ARTICLE F - HOURS OF WORK

F-1 Rest periods will be scheduled in each half of the shift as follows:

A.M. 45 minutes paid
P.M. 45 minutes unpaid

F-2 An afternoon or night shift shall be any shift which commences or ends between 1515 or 0715 hours.

F-3 The night shift will be considered the first shift of the day.

ARTICLE G - SCHEDULING REGULATIONS

G-1

1. 7-1/2 HOUR TOURS

The Hospital will maintain the following scheduling objectives:

- (a) Schedules will be posted by the 15th of each month to cover at least the following four (4) week period.
- (b) Requests for time off must be submitted by the seventh (7) of the month before the requested month.
- (c) Requests for change in posted time schedules may be granted where such requests are submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty within seventy-two (72) hours of the requested change, except in extenuating circumstances. The Hospital will respond to a request for such an exchange as soon as possible, but no later than seventy-two (72) hours from the receipt of such request.
- (d) Nurses will not be scheduled to work more than seven (7) consecutive days of work. Premium pay shall be paid for each subsequent consecutive day of work in excess of seven (7) until two (2) consecutive days off are given.
- (e) No less than sixteen (16) hours shall be scheduled off between tour changes or premium pay shall be paid for the first tour worked as a result of such short change.
- (f) At least forty-eight (48) hours off shall be scheduled on the completion of night duty or premium pay shall be paid for the next tour worked.
- (g) (i) at least every third (3rd) weekend shall be scheduled off.
- (ii) a nurse will receive premium pay for all hours worked on a third and additional, if any, consecutive and subsequent weekends save and except where:
 - a. such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - b. such nurse has requested weekend work, or
 - c. such weekend is worked as a result of an exchange of shifts with another nurse.

(iii) Definition of a Weekend

A weekend being defined as at least fifty-six (56) consecutive hours from the completion of the Friday day shift until the beginning of the Monday shift.

- (h) No split shifts.
- (i) A nurse will be granted permanent evening or night tour when mutually agreeable.
- (j) The master scheduling rotation shall not be altered without first holding a meeting of the full-time nursing staff to discuss the proposed changes.

G-1

2. EXTENDED TOURS

A) Introduction and discontinuation of a compressed work week (Extended Tour)

- (1) A compressed work week shall be introduced when:
 - (i) seventy percent (70%) of the nurses so indicate by secret ballot, and
 - (ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (2) A compressed work week may be discontinued when:
 - (i) seventy percent (70%) of the nurses so indicate by secret ballot;
 - (ii) The Hospital because of:
 - a) adverse effects on patient care;
 - b) inability to provide a workable staffing schedule;
 - c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (3) When notice of discontinuation is given by either the nurses or the Hospital:
 - (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 compressed work week will be discontinued, the nurses affected shall be given thirty (30) days notice before the schedules are so amended.

(B) Participation

All full-time, part-time and casual nurses falling within the bargaining units shall, as a condition of employment, be required to work extended tours on a rotation basis in accordance with the unit's posted schedule. This will not apply to any nurse who is scheduled to work permanent days or who is scheduled to work less than a full extended tour.

(C) Scheduling

- (1) Requests for time off must be submitted by the seventh (7th) of the month before the requested month.
- (2) Request for change in posted time schedules may be granted where such requests are submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty within seventy-two (72) hours of the requested change except in extenuating circumstances. The Hospital will respond to a request for such an exchange as soon as possible, but not later than seventy-two (72) hours from the receipt of such request.
- (3) At least forty-eight (48) hours off shall be scheduled on the completion of night duty.
- (4) (i) Every second weekend shall be scheduled off.
 - (ii) A nurse will receive premium pay for all hours worked on a second consecutive and subsequent weekend save and except where:
 - a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - b) such nurse has requested weekend work: or

c) such weekend is worked as a result of an exchange of shifts with another nurse.

- (5) Schedules will be **such** that nurses will work fifty percent (**50%**) day tours and fifty percent (**50%**) night tours unless mutually agreed.
- (6) The night shift will be considered the first tour of the day (1915 hours to 0715 hours).
- (7) Evenings are defined as 1515 hours to 2315 **hours** and nights are defined as **2315 hours to 0715 hours**.
- (8) Definition of a weekend:
A weekend being defined as at least sixty (60) consecutive hours from the completion of the Friday day shift until the beginning of the Monday shift.
- (9) Schedules will be posted by the 15th of each month to cover at least the following four (4) week period.
- (10) No split shifts.
- (11) A nurse will be granted permanent night tour when mutually agreeable.
- (12) The master rotation shall not be altered without first holding a meeting of the full-time nursing staff to discuss the proposed changes.
- (13) No more than three (3) consecutive twelve (12) hour tours of work will be scheduled.
- (14) **No less** than twelve (12) hours shall be **scheduled** off work following the completion of a tour and the commencement of next tour or premium pay shall result as outlined in Article 14.

G-2

- (a) These scheduling regulations may be waived between December 15th and January 7th so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's.

(c) Time off over Christmas or New Year's shall be alternated so that a nurse having Christmas off in the first year shall have New Year's off in the next year and so on whenever possible. Time off at Christmas shall include Christmas Eve day, Christmas Day and Boxing Day, and time off at New Year shall include December 30, New Year's Eve and New Year's Day.

The Hospital shall make every effort to follow the master rotation over the Holiday period.

(d) Requests for time off over Christmas and New Year's must be in to the Director of Nursing by October 1st and a list of time off from December 15th to January 1st will be posted by November 1st. Once posted, no changes will be granted during this period unless the nurse finds a nurse to exchange with her and it is approved by the Hospital.

This provision shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

Off In Lieu Of Overtime

Where a nurse is entitled to time off in lieu of overtime payment, such time off will be scheduled within six (6) months to a mutually agreeable time. Whenever possible, extensions will be granted.

Accumulated time may be taken in blocks up to three (3) days in length combined with the regular holiday leave, vacation days or days off.

ARTICLE H - HOLIDAYS

The following holidays are recognized paid holidays:

- | | |
|------------------------------|----------------------------------|
| New Year's Day - January 1st | Labour Day - September 1st |
| Shrove Tuesday in February | Thanksgiving Day - November 11th |
| Good Friday when proclaimed | Remembrance Day - November 11th |
| Good Friday | Christmas Day - December 25th |
| Boxing Day | Boxing Day - December 26th |
| Victoria Day | Canada Day - July 1st |

When a holiday falls during a nurse's scheduled vacation period, the holiday shall be scheduled as a day off by agreement.

Notwithstanding the above, Christmas and New Year's shall be paid holidays with pay for paid holidays. They shall be taken in blocks of two lieu days or a single day if the scheduling of these to be at a mutually agreeable time.

H-4 0001 hours to 2400 hours of the above specified holiday will be paid at premium pay.

ARTICLE I - VACATIONS

I-1 The vacation entitlement date in any year shall be January 1.

I-2 Vacations may be taken at any time of the year and will be scheduled as follows:

(i) no vacation days may be taken prior to completion of six (6) months of continuous employment;

(ii) For July and August prime time vacation requests, a vacation request list shall be posted by February 7th. All nurses shall indicate their preference by April 1 of each year for vacation through to September 7th. A finalized vacation list shall be posted by May 1st of each year.

Request for vacation other than July and August shall be in before the 7th of the month before the month of the request. The Hospital will respond as soon as possible, but no later than seventy-two (72) hours from receipt of such request.

(iii) a nurse may select from July and August vacation not booked as of May 1st on a first come first serve basis;

(iv) the Hospital will endeavour to accommodate the wishes of the nurses and vacation requests shall not be unreasonably denied. In the event of conflict between two nurses as to the timing of vacation, seniority will govern.

However, once a nurse has indicated a preferred vacation period she may not then exercise seniority rights to change the stated period;

(v) there shall be no carrying over of annual vacation. However, the Administrator may authorize the carrying over of up to one-half the entitlement;

(vi) prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation;

- (vii) Thirty-seven and one-half (37-1/2) hours of vacation entitlement may be taken as single hours/days, alone or in conjunction with lieu days. The balance of vacation entitlement shall not be taken in more than four separate time periods within the vacation year.

ARTICLE J - SICK LEAVE

- J-1 The Hospital will certify annually the number of sick leave credits accumulated by each nurse.

ARTICLE K - GENERAL

- K-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by a member of *the* Association Executive.
- K-2 Nurses will be paid once every two weeks.
- K-3 Seniority lists shall be pasted twice a year on June 30th and December 31st of each year.

ARTICLE L - PRE-PAID LEAVE PLAN

- L-1 The Hospital agrees to allow at least one (1) nurse from the nurses in either bargaining unit off at one time.

ARTICLE M - WORKERS' COMPENSATION AND BENEFITS

- M-1
1. 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 and those on LTD if requested to do so by the nurse/nurses affected.
 2. Prior to any nurse returning to work on a modified/light/alternate work programme, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and members of the local executive to discuss a back to work programme for *the* nurse.
 3. *The* Employer agrees to supply the Union with a copy of *the* Workers' Compensation Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at *the* same time as *it* is sent to the Board. The Union shall be given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.

ARTICLE N - UNIFORM ALLOWANCE

N-1 The Hospital shall continue to provide scrub gowns and lab coats to those nursing areas that presently have them provided.

WITNESSED AT Portsmouth, ONTARIO THIS 30th DAY OF April, 1992

FOR THE ASSOCIATION

Catherine Kelly
Janice Kelly

FOR THE HOSPITAL

John Brown
Sheila Brady
David C. Brown
