

COLLECTIVE AGREEMENT

50 employees

SOURCE	ONA		
EFF. <i>1st week</i>	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	50		
NOMBRE D'EMPLOYÉS	50		

BETWEEN

KIRKLAND AND DISTRICT HOSPITAL
(Hereinafter called the "Hospital")

AND

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

NOV 10 1995

PART-TIME

EXPIRY March 31, 1996

05993(05)

APPENDIX 3COMPENSATION - PART-TIMEEFFECTIVE APRIL 1, 1993REGISTERED NURSE

START	17.10
1 YEAR	18.00
2 YEARS	18.75
3 YEARS	19.78
4 YEARS	20.80
5 YEARS	21.83
6 YEARS	23.11
7 YEARS	24.39
8 YEARS	25.67
9 YEARS	26.96

GRADUATE NURSE

START	16.00
1 YEAR	16.85

EFFECTIVE JANUARY 1, 1994REG NURSE

START	17.38
1 YEAR	18.28
2 YEARS	19.03
3 YEARS	20.06
4 YEARS	21.08
5 YEARS	22.11
6 YEARS	23.39
7 YEARS	24.67
8 YEARS	25.95
9 YEARS	27.24

GRADUATE NURSE - PART-TIME

START	16.26
1 YEAR	17.11

EFFECTIVE JANUARY 1, 1995REGISTERED NURSE

START	17.66
1 YEAR	18.56
2 YEARS	19.31
3 YEARS	20.34
4 YEARS	21.36
5 YEARS	22.39
6 YEARS	23.67
7 YEARS	24.95
8 YEARS	26.23
9 YEARS	27.52

GRADUATE NURSE

START	16.53
1 YEAR	17.37

EFFECTIVE JANUARY 1, 1996REGISTERED NURSE

START	17.94
1 YEAR	18.84
2 YEARS	19.59
3 YEARS	20.62
4 YEARS	21.64
5 YEARS	22.67
6 YEARS	23.95
7 YEARS	25.23
8 YEARS	26.51
9 YEARS	27.80

GRADUATE NURSE

START	16.79
1 YEAR	17.64

APPENDIX 4Appendix on Superior Benefits

The parties recognize that no superior benefits, rights, privileges, practices, terms or conditions of employment flow from the central agreement.

APPENDIX 5ARTICLE A - RECOGNITION AND DEFINITIONS

A-1 The Hospital recognizes that in accordance with the "Certificate" issued by the Ontario Labour Relations Board and dated at Toronto on the 26th day of June, 1981 the Ontario Nurses' Association is the bargaining agent of all registered and graduate nurses engaged in a nursing capacity by Kirkland and District Hospital at Kirkland Lake, Ontario, regularly employed for not more than 24 hours per week, save and except Patient Care Manager and persons above the rank of Patient Care Manager.

A-2 The term "immediate supervisor" shall mean the first level of supervision excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline nurses provided that a claim by a nurse that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter and enforce reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this agreement;
- (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of nurses required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

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

ARTICLE C - ASSOCIATION SECURITY

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

ARTICLE D - REPRESENTATION AND COMMITTEES

D-1 Part-time nurses shall be represented in accordance with Article D of the full-time collective agreement which provides:

The parties agree that nurse representatives and committee members may be from either the full-time or part-time bargaining unit and shall represent both bargaining units. It is understood that the total number of nurses as nurse representatives or committee members shall not exceed the following:

- (a) Nurse Representatives - four (4) nurse representatives, one to represent each of the following areas:
 1. 4 East
 2. 4 West
 3. 3 West
 4. Operating Room, Emergency
- (b) Grievance Committee - three (3) nurses - of whom no more than two (2) (1 full-time, 1 part-time) shall be from any one unit.
- (c) Hospital-Association Committee - three (3) nurses - of whom no more than two (2) (1 full-time, 1 part-time) shall be from any one unit.
- (d) Negotiation Committee - up to three (3) nurses - of whom no more than two (2) (1 full-time, 1 part-time) shall be from any one unit.
- (e) Certified Worker - one (1) certified ONA member.

ARTICLE E - SENIORITY

E-1 A copy of the current seniority list as provided for in Article 10.02 shall be provided in April and September of each year.

ARTICLE F - LEAVE FOR ASSOCIATION BUSINESS

F-1 As provided for in Article 11.02 the cumulative total leave of absence for all nurses, including full-time and part-time nurses, shall be forty (40) days during the calendar year subject to the following conditions:

- i) the Association will notify the Hospital in writing two (2) weeks in advance of the requested leave, whenever possible;
- ii) no more than two (2) nurses shall be absent at any one time and not more than one (1) from any one unit;

ARTICLE G - HOURS OF WORKG-1 Scheduling Regulations - 7-1/2 Hour Tours(a) Regular Part-time Nurses -Commitment

A regular part-time nurse's commitment to be available will include:

1. available to work at least 3 tours per week.
2. available to work 2 weekends out of 3, if required.
3. available to work all three (3) shifts (nights, days and evenings). Individual shift preferences will be considered e.g. days and evenings or days and nights.
4. available to work as scheduled for at least five (5) tours at either Christmas or New Year's.

(b) There shall be relief periods in accordance with Article 13.01 (b).

(c) At least sixteen (16) hours shall be scheduled off between shift changes, A shorter period of time may be agreed upon by mutual consent.

(d) A request by a nurse for a change in the posted shift schedule must be submitted for approval. Such request will not be unreasonably withheld.

Requests must be in writing and co-signed by the nurse willing to make the exchange. Such exchange shall not in any event result in additional cost to the Employer.

(e) No split tours will be scheduled,

(f) Shift schedules shall be posted two (2) weeks in advance and shall cover a six (6) week period. Requests will be considered if submitted one (1) week prior to posting.

Additional shifts shall be offered to the regular part-time nurses assigned to the unit up to their commitment before being offered to casual nurses. Regular part-time nurses who wish to be considered for such additional shifts shall so indicate to their nurse manager in writing on a periodic basis as stipulated by the hospital. The hospital shall endeavour to assign such additional shifts as equitably as possible. It is recognized the hospital shall not be required to assign any hours which may result in overtime premium pay.

(g) A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and subsequent consecutive weekend save and except where:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;
- ii) such nurse has requested weekend work: or
- iii) such weekend is worked as the result of an exchange of tours with another nurse.

Definition of a Weekend

For the purpose of this section a weekend shall be defined as a period of sixty-four (64) consecutive hours from the completion of the nurse's Friday day shift.

- (h) At least forty-eight (48) hours time off shall be scheduled following 3 or more consecutive night tours when changing schedules to either the day shift or the evening shift,
- (i) Whenever possible and where a nurse normally rotates shifts, at least half of her tours shall be scheduled on the day shift.
- (j) The Employer will schedule five (5) consecutive days off at either Christmas or New Year's in alternate years, unless otherwise mutually agreed. Six (6) or more consecutive days off will be scheduled where it is possible to do so. Such time to include Christmas Eve day, Christmas Day and Boxing Day or New Year's **Eve** day, New Year's Day and January 2nd (until 15:30 hours). Each nurse will be advised of their time off six (6) weeks in advance.

This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

The scheduling provisions in Article G-1 will be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling.

- (k) Should the Hospital breach the scheduling regulation in Article G-1 (c) (e) and (h), premium pay as provided for in Article 14.03 will be paid to the nurse(s) save and except where:
 - i) such work was requested by the nurse to satisfy specific days off requested by the nurse.

G-2

Scheduling Regulations - Extended Tours

(a) Regular Part-time Commitment

A regular part-time nurse's commitment to be available will include:

1. available to work at least 12 tours in a 6 week period.
 2. available to work 3 weekends in a 6 week period.
 3. available to work as scheduled for 4 tours at either Christmas or New Year's.
- (b) There shall be relief periods in accordance with Article 13.01 (b).
- (c) A request by a nurse for a change in the posted shift schedule must be submitted for approval. Such request will not be unreasonably withheld. Requests must be in writing and co-signed by the nurse willing to make the exchange. Such exchange shall not in any event result in additional cost to the Employer.
- (d)
- i) The Employer agrees to schedule regular part-time nurses according to their commitment on the posted schedule on that unit.
 - ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses provided that no nurse will exceed her commitment as a result of being offered such extra-tours where there are regular part-time nurses who have not been offered their commitment of shifts.
 - iii) Where all regular part-time nurses have been given the opportunity to work up to their committed tours in the posted schedule, extra tours will then be offered to regular part-time nurses on the basis of seniority.
 - iv) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority.
- (e) No more than two (2) consecutive weeks will be scheduled on the night tour unless mutually agreed.
- (f) A nurse will not be required to change shifts more than once during a work week.
- (g) The Employer will schedule five (5) consecutive days off at either Christmas or New Year's in alternate years, unless otherwise mutually agreed. Six (6) or more consecutive days off will be scheduled where it is possible to do so. Such time to include Christmas Eve day, Christmas Day and Boxing Day or New Year's Eve day, New Year's Day and January 2nd (until 19:30 hours). Each nurse

will be advised of their time off six (6) weeks in advance.

The scheduling provisions in Article G-2 will be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling.

- (h) A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second and subsequent consecutive weekend save and except where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of tours with another nurse,

Definition of a Weekend

For the purpose of this section a weekend shall be defined as a period of sixty (60) consecutive hours from the completion of the Friday day shift to the beginning of the Monday day shift.

(i) Introduction and Discontinuance of Extended Tours

(1) 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 the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.

(2) Extended tours may be discontinued in any unit when:

- i) fifty-five percent (**55%**) of the nurses in the unit so indicate by secret ballot; or
- ii) the hospital because of
 - (a) adverse effects on patient care,
 - (b) inability to provide a workable staffing schedule,
 - (c) financial constraints,

states its intention in writing to the Association to discontinue the extended tours.

(3) When written notice of discontinuation is given by either party in accordance with paragraph (2) above, then,

i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and

ii) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

(4) There will be an ongoing evaluation of the extended tour in each unit.

It is understood that the implementation of extended tours will be on a trial period for six (6) months. At the completion of the trial period a second vote will be taken in accordance with (i) (1) i).

(j) No more than three (3) consecutive tours will be scheduled unless the nurse requests otherwise.

(k) Whenever possible and where a nurse normally rotates tours, at least half of her tours will be scheduled on the day tour.

(l) Whenever possible there will be equal distribution of shift work amongst the regular part-time nurses.

(m) If the regular part-time nurse is scheduled for two (2) or more consecutive night tours, at least forty-eight (48) hours time off shall be scheduled following the night tour when changing schedules to the day tour, unless the nurse requests otherwise.

(n) Should the Hospital breach the scheduling regulations in Article G-2 (j), premium pay as provided for in Article 14.03 will be paid to the nurse(s) save and except where:

i) such work was requested by the nurse to satisfy specific days off unless requested by the nurse.

G-3 The Hospital agrees to discuss with the involved unit and the Hospital-Association Committee any proposed changes to the schedules.

ARTICLE H - PAID HOLIDAYS

H-1 The holidays listed in Article 15.01 of the full-time Agreement are:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day/July 1	Nurse's Birthday
Civic Holiday	November 11

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

ARTICLE I - VACATIONS

I-1 The date for determining vacation entitlement shall be March 31.

I-2 Vacations shall be scheduled as follows:

- (a) All requests for vacations must be submitted by March 15 of each year.
- (b) The Hospital shall grant vacation requests subject to the staffing requirement of the Hospital.
- (c) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority provided the nurse exercises this right by the date established in (a) above, after which time vacation requests will be scheduled on a first come, first served basis.
- (d) Vacations will not normally be scheduled for the period from December 15 to January 15.
- (e) A vacation schedule shall be posted by May 1st of each year listing all requested vacations for the vacation year.
- (f) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- (g) A nurse will be scheduled off for the Saturday and Sunday following a vacation that terminates on a Friday.

ARTICLE J - BULLETIN BOARD

J-1 The Hospital will provide bulletin board space for the posting of notices related to Association business.

- 2 Meeting notices may be posted on each floor at the nursing station. All such notices shall be approved by the Patient Care Manager or her designate. Such approval will not be unreasonably withheld.

ARTICLE K - PRE-PAID LEAVE PLAN

- K-1 One (1) nurse (full-time or part-time) on each nursing unit may be absent on pre-paid leave at any one time.

ARTICLE L - JOB SHARING

- L-1 If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central agreement, the following conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing request with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse of the Unit.
3. The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement,
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work,
6. Coverage :
 - (a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover their partner in the case of prolonged or extended absences.
 - (b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the

unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

7. Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
8. Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted, The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreements,
9. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (**90**) days notice, Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE M - WORKERS' COMPENSATION/MODIFIED WORK PROGRAMME

- M-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 N - PARKING

N-1 The Hospital will charge the following rates:

\$5.00/week for full-time
\$.15/hour for part-time

Prior to any changes in these rates, the proposed changes will be discussed at the Association/Hospital Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

To be completed by Part-time and Casual Registered Nurses and revised annually (April 1 - 15) if necessary, or when initiated by employee or employer.

KIRKLAND AND DISTRICT HOSPITAL

NURSING DEPARTMENT

"WORKING ELSEWHERE IN THE HOSPITAL"

_____, _____, is currently positioned on
NAME STATUS
_____, and wishes to inform Nursing Management
DEPARTMENT

that I would like to be called when my services are required on:

- 4 WEST _____
- 4 EAST _____
- 3 WEST _____
- ICU _____
- EMERG _____
- RECOVERY ROOM _____
(Day Surgery)

I have indicated only those departments of interest, and those which I have the skills and ability to perform in accordance with the Standards of Nursing Practice.

DATE SIGNATURE STATUS

NURSING MANAGEMENT TO COMPLETE

Date Received and Acknowledged _____

Master Time Sheet Updated Accordingly _____

Other Comments _____

DATE NURSE MANAGER

DATED AT Kirkland Lake, ONTARIO THIS 5 DAY OF Oct, 1995

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]

FOR THE ASSOCIATION

[Signature]
[Signature]

LETTER OF UNDERSTANDING

- between -

KIRKLAND & DISTRICT HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

RE: JOB SEARING

The Hospital and the Association agree to conduct a job sharing trial project for a six month period after the tentative Hospital reorganization. The project commencement will be finalized following completion of the job posting requirements.

During the project trial period the Hospital agrees to fill the vacant job sharers' positions on a temporary basis and if the job sharing arrangement is not introduced permanently the employees will be reinstated to their former positions.

The job sharers will be paid and controlled according to the provisions of the Part-time Collective Agreement and the scheduling provisions of the Full-time collective agreement shall apply.

The prototype Job Sharing provisions as outlined in Article L (L-1) shall apply during the job sharing trail period.

DATED AT Kirklandham, ONTARIO THIS 5 DAY OF Oct, 1995.

FOR THE HOSPITAL

FOR THE ASSOCIATION

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

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

NOTIFICATION OF IMPROPER WORK ASSIGNMENT
AVIS D'ATTRIBUTION INCORRECTE DE TRAVAIL
 ONA PROFESSIONAL RESPONSIBILITY COMPLAINT FORM

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

AGENCY _____ WARD _____ SHIFT _____
 MÉCANISME _____ SERVICE _____ ÉQUIPE _____

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

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

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

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

To correct this problem, I/we recommend:

Pour corriger la situation, nous recommandons:

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED:

NOM/TITRE DU SUPERVISEUR IMMÉDIAT QUI A ÉTÉ AVISÉ

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

RESPONSE/ACTION _____
 RÉACTION/INTERVENTION _____

Signature of Complainant(s):

Signature des plaignant(s)

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

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

