

SOURCE	O.N.A.	
EFF.	93	04/01
TERM.	96	03/31
No. OF EMPLOYEES	10	
NOMBRE D'EMPLOYÉS	10	

COLLECTIVE AGREEMENT

BETWEEN

KINCARDINE AND DISTRICT GENERAL HOSPITAL
 [hereinafter referred to as "the Hospital"]

- AND -

ONTARIO NURSES' ASSOCIATION
 [hereinafter referred to as "the Association"]

FULL-TIME

EXPIRY: MARCH 31, 1996

SEP - 5 1995

06007(05)

CENTRAL SIGNING PAGE

DATED AT KINCARDINE, ONTARIO, THIS 24 DAY OF JANUARY, 1995.

FOR THE HOSPITAL:

Robert Johnson

Paul Macdonald

Shirley Busham

FOR THE ASSOCIATION:

John Vana R.N.
Employment Relations Officer

Norma Jean Shady

Norma Jean Shady

APPENDIX 3SALARY SCHEDULEREGISTERED NURSE: [Pay Equity Adjusted Rates]

<u>EFFECTIVE:</u>		<u>APR. 01/93</u>	<u>JAN. 01/94</u>	<u>JAN. 01/95</u>	<u>JAN. 01/96</u>
Start	- Monthly	2778.75	2824.25	2869.75	2915.25
	- Hourly	17.10	17.38	17.66	17.94
Year 1	- Monthly	2925.00	2970.50	3016.00	3061.50
	- Hourly	18.00	18.28	18.56	18.84
Year 2	- Monthly	3046.88	3092.38	3137.88	3183.38
	- Hourly	18.75	19.03	19.31	19.59
Year 3	- Monthly	3214.25	3259.75	3305.25	3350.75
	- Hourly	19.78	20.06	20.34	20.62
Year 4	- Monthly	3380.00	3425.50	3471.00	3516.50
	- Hourly	20.80	21.08	21.36	21.64
Year 5	- Monthly	3547.38	3592.88	3638.38	3683.88
	- Hourly	21.38	22.11	22.39	22.67
Year 6	- Monthly	3755.38	3800.88	3846.38	3891.88
	- Hourly	23.11	23.39	23.67	23.95
Year 7	- Monthly	3963.38	4008.88	4054.38	4099.88
	- Hourly	24.39	24.67	24.95	25.23
Year 8	- Monthly	4171.38	4216.88	4262.38	4307.88
	- Hourly	25.67	25.95	26.23	26.51
Year 9	- Monthly	4381.00	4426.50	4472.00	4517.50
	- Hourly	26.96	27.24	27.52	27.80

[Pay Equity will have been achieved and maintained by January 1, 1996 and there is no need for any further pay equity adjustments save and except the requirement to maintain pay equity after January 1, 1996 in accordance with the Pay Equity Act, 1987. April 1, 1993 - .29¢; January 1, 1994 - .28¢; January 1, 1995 - .28¢; January 1, 1996 - .28¢.]

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APPENDIX 3

SALARY SCHEDULE

GRADUATE NURSE: [Pay Equity Adjusted Rates]

EFFECTIVE: **APR. 01/93 JAN. 01/94 JAN. 01/95 JAN. 01/96**

Start	- Monthly	2483.50	2529.01	2574.32	2620.03
	- Hourly	15.28	15.56	15.84	16.12

APPENDIX 4

SUPERIOR BENEFITS

SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981:

CLAUSE #

CENTRAL AWARD Applicable Clause From Existing Collective Agreement - FULL-TIME

5.05 NOTE 10.07 In January of each year, the Employer will provide the Association with the address of each nurse in the Bargaining Unit who has personally so authorized the Employer in writing to do so. It will be the responsibility of the Association to provide the written authorization of each individual nurse.

12.03 For information purposes the maximum accumulation was one hundred and twenty (120) days at date of transfer to H.O.O.D.I.P. With reference to Article 12.03(b) of the Collective Agreement the pay out provision which existed under the former Collective Agreement reads as follows:

16.08 On termination of employment following a minimum of five (5) years of continuous service, an employee will be paid the cash equivalent of fifty percent (50%) of accumulated sick leave credits at date of termination. This clause does not apply to employees who are discharged for just cause.

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A P P E N D I X 5

LOCAL ISSUES

BETWEEN

KINCARDINE DISTRICT GENERAL HOSPITAL

- AND -

ONTARIO NURSES' ASSOCIATION

FULL-TIME

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APPENDIX 5

LOCAL ISSUES

ARTICLE A - RECOGNITION

- A - 1 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all registered and graduate nurses employed in a nursing capacity by Kincardine and District General Hospital at Kincardine, Ontario, save and except Head Nurses and persons above the rank of Head Nurse, and persons regularly employed for not more than twenty-four (24) hours per week.

ARTICLE B - DEFINITIONS

- B - 1 "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 this Agreement.
- C - 2 Without limiting the generality of the foregoing, the Employer's rights include:
- a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its nurses, and the right to discipline, suspend or discharge nurses for just cause.
 - b) The discretion of the working forces, the right to plan, direct and control the operation of the Hospital, the right to introduce new and improved methods, facilities and equipment, the right to determine the amount of supervision necessary, the combining or splitting up departments, work schedules, determination of the extent to which the Hospital will be operated and the increases or decreases in employment.

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- c) The right to select, hire, discipline, suspend, discharge, transfer, assign to shifts, promote, demote, classify, lay-off, recall nurses subject to the provisions of this Agreement and also to select nurses for positions not covered by this Agreement.
- d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.
- e) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

C - 3 The Employer agrees that in exercising its rights, as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

ARTICLE D - COMMITTEES AND REPRESENTATIVES

D - 1 Nurse Representative

There shall be four (4) Nurse Representatives,

D - 2 Negotiating Committee

There shall be a Negotiating Committee composed of three (3) nurses.

Where a nurse on the Negotiating Committee is scheduled to work the night tour immediately prior to the day tour on which negotiations take place, her scheduled tour for that day will be changed from the night tour to the day tour. Where a nurse on the Negotiating Committee is scheduled to work the evening tour on the day on which negotiations take place, her scheduled tour for that day will be changed from the evening tour to the day tour.

D - 3 Grievance Committee

There shall be a Grievance Committee composed of three (3) representatives.

D - 4 Hospital-Association Committee

This Committee shall be composed of three (3) nurses one (1) of whom may be a part-time nurse representing the Association and three (3) representatives of the Hospital. Each party may have alternates to replace

a member from time to time.

ARTICLE E - ASSOCIATION INTERVIEW

E - 1 The Association interview as provided in Article 5.06 will take place on the Employer's premises during each new employee's probationary period. The Hospital will advise the Local President of nurses newly hired, during the first [1st] month of employment. The place and time for the interview will be arranged during the orientation period between the Unit Manager and the Nurse Representative for the unit. The interview shall not exceed thirty (30) minutes in duration.

ARTICLE F - SENIORITY

F - 1 The seniority list as provided for in Article 10.02 shall be posted on or before February 1st and on or before September 1st of each year. A copy of each seniority list will also be forwarded directly to the Local President.

ARTICLE G - SCHEDULING - HOURS OF WORK

G - 1 The work week shall be deemed to commence at twenty-three hundred (2300) hours Sunday of each week.

G - 2 The rest periods as provided for in Article 13.01 (b) shall be scheduled by the Employer.

G - 3 Employees shall not be required to take time off in lieu of overtime worked unless such time off is mutually agreeable to the Employer and the employee.

G - 4 a) Proposed master rotations will be developed by each Nurse Manager jointly with the nursing staff of his/her unit.

b) Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. No employee shall be responsible for acknowledging any change in the posted schedule unless notified by the Supervisor in charge of such department at least forty-eight (48) hours before the date of change. Advance request for specific days off shall be submitted to the Head Nurse at least two (2) weeks in advance of the posting date.

- c) Notwithstanding G - 4 (a), the schedule covering the prime vacation months of July and August will be posted on or before June 1st of each year.
- d) The schedule covering the Christmas and New Year's period will be posted on or before November 1st of each year.

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Scheduling Regulations

- a) The Employer shall ensure each full-time nurse receives at least one weekend off in two. It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- b) Employees will not be required to work more than seven (7) consecutive days. Should an employee be required to work more than seven (7) consecutive days she shall be paid a premium as provided for in Article 14 for the eighth and subsequent continuing days until a day off is scheduled.
- c) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled tour when changing tours except in an emergency.
- d) The regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.
- e) A nurse will be scheduled off work for at least five (5) consecutive days at either Christmas or New Year's season unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and Paid Holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 15th. For the purpose of this Article, Christmas shall be defined as December 24th, 25th and 26th; and New Year's December 31st, January 1st and 2nd.
- f) Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days or tour of duty.
- g) Scheduling arrangements in lieu of the above may be made upon the agreement of an employee or group of employees and the Employer.

- h) A nurse who normally rotates shall not be required to work more than two (2) consecutive weeks on either of the evening or night shifts without being scheduled for a week of day shifts.
- i) On-call/standby shall be distributed equitably amongst the nurses on the unit.

G - 6 A nurse will receive premium pay as provided for in Article 14 for all hours worked on a third [3rd] and subsequent consecutive 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.

G - 7 Extended Tours

The Hospital may introduce Extended Tours with the consent of the Association.

G - 8 For the purposes of clarity and the shift premium as specified in Article 14.10 of the Collective Agreement, the normal daily tours are:

Day Tour		0700 hours to 1500 hours
Evening Tour	-	1500 hours to 2300 hours
Night Tour	-	2300 hours to 0700 hours.

For the purpose of clarity, the weekend premium, as specified in Article 14.15 of the Collective Agreement, will be paid for all time worked during the period 2300 hours Friday and 2300 hours Sunday.

ARTICLE H - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

H - I Leave of absence will be granted for not more than two (2) employees at any one (1) time for a total period not exceeding fifty (50) work days in any one (1) calendar year, provided that, request for such leave shall be made by the Association to the Director of Nursing not less than seven (7) days prior to the requested commencement of such leave.

ARTICLE I - SICK LEAVE

- I - 1 Employees who report sick must notify the Hospital at least one (1) hour before the start of the day shift and at least two (2) hours before the start of the evening or night shift. Such reporting time will only be required once at the start of the illness. An employee absent in excess of three (3) consecutive days must advise the Hospital of her expected date of return at least twenty-four (24) hours prior to returning to work on her next scheduled tour. Should she fail to provide such notice, the Hospital may delay her actual return to work by one (1) scheduled tour.
- I - 2
- 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 representatives 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 J - PAID HOLIDAYS

- J - 1 The following shall be recognized as holidays:

New Year's Day (Jan. 1st)	Civic Holiday
3rd Monday in February*	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (Nov. 11 th)
2nd Monday in June	Christmas Day (Dec. 25th)
Canada Day (July 1st)	Boxing Day (Dec. 26th)

(* Heritage Day if proclaimed)

- J - 2 When a nurse is entitled to a lieu day as provided in Article 15.05, she shall have the option of accumulating up to five (5) lieu days or to receive pay rather than a day off. Accumulated lieu days may be taken singly or consecutively at a time mutually agreed upon 'between the Department

Head and the Nurse concerned.

The nurse must advise the Employer one (1) month in advance of the effective date of the schedule if she elects the lieu day rather than pay for the holiday as provided in Article 15, otherwise the employee will be paid.

Where a nurse elects to accumulate lieu days it is agreed that any lieu days earned in the Christmas-New Year's period will not be accumulated. It is further agreed that accumulated lieu days may not be taken during July, August or between December 15th and January 15th.

- J - 3 When a nurse is entitled to a day as provided for in Article 15 the Employer shall grant such day off as is mutually agreed upon between the Department Head and the employee concerned.

ARTICLE K - VACATIONS

- K - 1 Vacation entitlement shall be calculated as of June 1st in any year.
- K - 2 The vacation period shall be from June 1st to May 31st each year.
- K - 3 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report following the vacation.
- K - 4 Pay cheques which would normally be issued while the employee is on vacation will be given out in advance of the employee's vacation period, provided they are requested in writing at least two (2) weeks in advance of the vacation time.
- K - 5 a) On February 15th each year the Hospital will post a vacation list in each department. Nurses requesting vacation in the period June 15th to December 15th, will indicate their vacation preference by March 15th. Nurses requesting vacation between June 15th to September 15th shall make their requests in five (5) day blocks. The Hospital will post the vacation schedule by April 15th.
- b) On October 15th each year, the Hospital will post a second vacation list. Nurses requesting vacation in the period January 15th to June 15th, will indicate their vacation preference by November 15th. The Hospital will post the vacation schedule by December 1st.
- c) Nurses who do not submit a vacation preference when the vacation lists are posted shall not be entitled to vacation preference based on

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seniority, but their requests will be considered in the order received by the Head Nurse. Such requests may be for less than five (5) days.

During the eleven (11) week period ending on Labour Day, individual vacation days may be used on weekends to a maximum of two (2) weekends.

- K - 6 Vacation quotas shall not be unreasonably restrictive. Each nurse within the bargaining unit shall be allowed at least two (2) weeks off during the period commencing the last week of June and ending on Labour Day if desired, if the request is put in by March 15th.

ARTICLE L - PAY DAYS

- L - 1 Salaries will be paid on a bi-weekly basis with deposits being made every second [2nd] Thursday covering hours worked to the previous Saturday at twenty-three hundred (2300) hours.
- L - 2 Any error in computation by the Payroll Department of pay greater than two (2) hours shall be paid by separate cheque unless waived by the nurse. Errors of less than two (2) hours may be corrected on the following pay.

ARTICLE M - MISCELLANEOUS

- M - 1 The Employer agrees to allow the Association to use the Hospital Bulletin Boards. No notice will be posted on the Bulletin Boards without prior approval of the Executive Director.
- M - 2 Nurses shall be permitted to wear coloured uniforms of their choice. Identification badges must be worn on all uniforms.
- Where the Hospital provides scrub gowns/clothing, it shall continue to do so at no cost to the nurse. In addition, the nurses in Emergency and Recovery Room and any nurse who is travelling on Ambulance Escort will be allowed the option of using scrub gowns/clothing.
- M - 3 The Hospital shall provide beepers at no cost to the nurse for nurses who are required to be on call.

ARTICLE N - PRE-PAID LEAVE PLAN

- N - 1 The number of nurses off work at any one time shall be one (1) full-time and one (1) part-time nurse.

ARTICLE O - JOB SHARING

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.

- O - 1 Job sharing requests with regard to full-time positions shall be considered on an individual basis

- O - 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.

Job sharers shall not be requested to work any tours outside of the tours of the full-time position except in cases when no other qualified part-time nurses are available.

- O - 3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.

- O - 4 Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.

- O - 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.

- O - 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 for 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 (1) 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,

Where the job sharing partner agrees to cover her partner's vacation, they shall not form part of any vacation quota. Where the job sharing partner is not able to cover her partner's vacation, the partner requesting vacation will be included in the vacation quota.

O - 7 Implementation

- a) 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.
- b) 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 Agreement.
- c) If one (1) 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.

O - 8 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.

SIGNING PAGE - LOCAL ISSUES

DATED AT KINCARDINE, ONTARIO, THIS 3~~4~~ DAY OF JANUARY, 1995.

FOR THE HOSPITAL:

[Handwritten Signature]
[Handwritten Signature]
Shirley Burnham

FOR THE ASSOCIATION:

[Handwritten Signature]
Employment Relations Officer
[Handwritten Signature]
[Handwritten Signature]

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LETTER OF INTENT

BETWEEN

KINCARDINE & DISTRICT GENERAL HOSPITAL

- AND -


ONTARIO NURSES' ASSOCIATION

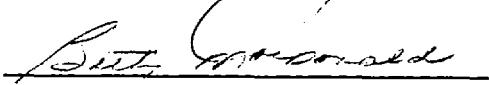
RE: CERTIFIED WORKER - OCCUPATIONAL HEALTH AND SAFETY

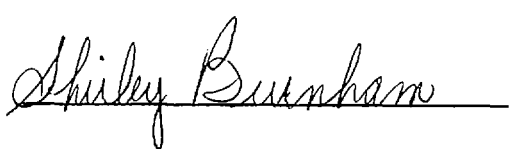
Pending the outcome of the Central Bargaining Arbitration process on the issue of Certified Worker, the parties agree to meet, if necessary to implement the recognition of a member of the Ontario Nurses' Association as a certified worker for the workplace.

DATED AT KINCARDINE, ONTARIO, THIS 31 DAY OF JANUARY, 1995.

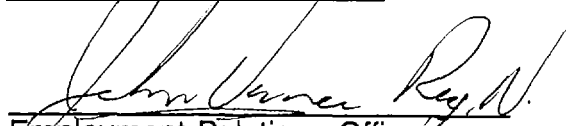
FOR THE HOSPITAL:







FOR THE ASSOCIATION:



Employment Relations Officer
