

SOURCE	HOSP.
Wages EFF.	91 04 01
TERM.	93 03 31
No. OF EMPLOYEES	26
NOMBRE D'EMPLOYÉS	26

## COLLECTIVE AGREEMENT

BETWEEN

**KINCARDINE AND DISTRICT GENERAL HOSPITAL**  
 [HEREINAFTER REFERRED TO AS "THE HOSPITAL"]

- AND -

**ONTARIO NURSES' ASSOCIATION**  
 (HEREINAFTER REFERRED TO AS "THE ASSOCIATION")

PART-TIME

**EXPIRY: MARCH 31, 1993**

88-11-1049

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COLLECTIVE AGREEMENT

BETWEEN

THE PARTICIPATING HOSPITALS

{hereinafter referred to as "**the Hospital**"}

- and -

ONTARIO **NURSES'** ASSOCIATION

(hereinafter referred to as "**the Association**")

**EXPIRY: March 31, 1993**

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the nurses covered by this Agreement: to provide for on-going means of communication between the Association and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is **recognized** that nurses wish to work together with the Hospital to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE 2 - DEFINITIONS & GRADUATE NURSES

- 2.01 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act.
- 2.02 A graduate nurse is defined as a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated from the employ of the Hospital. Such termination shall not be subject matter of grievance or arbitration procedure. The foregoing does not apply to nurses employed prior to October 23, 1981, except those currently in the process of completing certification requirements who shall be required to complete such certification in accordance with the provisions of the existing Collective Agreement.
- 2.03 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13 of the full-time Collective Agreement.
- 2.04 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 13 of the full-time Collective Agreement and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses.

The predetermined basis upon which the commitment to be available is made shall be determined in local

negotiations.

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 predetermined 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 4 - 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 part-time nurse covered by this Agreement, an amount equal to the regular monthly Association dues designated by the Association. The deduction period for a part-time nurse may be extended where she does not receive any pay in a particular month.

- 5.02 Such dues shall be deducted monthly and in the case of newly employed part-time nurses, such deductions shall commence in the month following their date of hire as part-time nurses.
- 5.03 The amount of the regular monthly dues shall be those **authorized** by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Association dues by the Hospital, the Association agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 5.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the local Association.
- 5.06 The Hospital agrees that an officer of the Association or nurse representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance as determined by local negotiation and may be arranged collectively or individually by the Hospital.

NOTE : The list provided for in Article **5.05** shall include any other information that is currently provided to **ONA**. Additionally, the Hospital will provide each nurse with a **T-4** Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Hospital's payroll system.

## ARTICLE 6 - REPRESENTATION AND COMMITTEES

### 6.01 **Nurse Representatives & Grievance Committee**

- (a) The Hospital agrees to **recognize** nurse representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business as provided in this Collective Agreement. The number

of representatives and the areas which they represent are set out in the Appendix of Local Provisions.

- (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 of concern including the quality and quantity of nursing care;
  - ii) dealing with complaints referred to it in accordance with the provisions of Article 8, Professional Responsibility;
  - iii) discussing and reviewing matters relating to orientation and in-service programs.
- (d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Association attending at such meetings.

6.03

(a) Negotiating Committee

The Hospital agrees to **recognize** a Negotiating Committee comprised of representatives of the Association for the purpose of negotiating a renewal agreement. The number of nurses on the Negotiating Committee is set out in the Appendix of Local Provisions. The Hospital agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including, arbitration.

(b) Central Negotiating Team

In central bargaining between the Ontario Nurses' Association and The Participating Hospitals, a nurse serving on the Association's Central Negotiating Team shall be paid for time lost from her regularly scheduled straight time working hours at her regular rate **of** pay, and without loss of leave credits, for attending central negotiating meetings with the Hospitals' Central Negotiating Committee up to, but not including, arbitration.

Central Negotiating Team members shall receive unpaid time off for the purpose of preparation for negotiations. The Association will advise the Hospitals concerned, as far in advance as possible, of the dates for which leave is being requested.

Upon reference to arbitration, the Central Negotiating Team members shall receive unpaid time off for the purpose of attending arbitration hearings.

Time spent on such meetings will not be considered leave under Article 11.02, Leave for Association Business.

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 percentage in lieu of fringe 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 percentage in lieu of fringe benefits.

**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 - Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Accident Prevention - Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Hospital at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (j) Where the Hospital identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.

NOTE: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Hospital and the other Unions representing employees of the Hospital.

**6.05** The Association may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.

**6.06** The Association shall keep the Hospital notified in writing of the names of the nurse representatives and/or Committee members and Officers of the Local Association appointed or selected under this Article as well as the effective date of their respective appointments.

- 6.07 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association.
- 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:

Step No. 1

The nurse may submit a written grievance, signed by the nurse, to her immediate supervisor. The grievance shall be on a form referred to in Article 7.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the nurse may submit the written grievance to the Director of Nursing or her designate who will deliver her decision in writing within nine (9) calendar days from the date on which the written grievance was presented to her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or her designate. A meeting will then be held between the Hospital Administrator or her designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the **grievor** may be present at the meeting. It is further understood that the Hospital Administrator or her designate may have such counsel and assistance as she may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the third step grievance reply will be provided to the Employment Relations Officer.

**7.04**

A complaint or grievance arising directly between the Hospital and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance

by the Hospital shall be filed with the Local President or her designate.

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

by the Hospital shall be filed with the Local President or her designate.

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.

- 7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Association will be final and binding upon the Hospital and the Association and the nurses.
- 7.09 Association grievances shall be on the form set out in Appendix 1.
- 7.10 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 The Arbitration Board shall not be **authorized** to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 7.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.



- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance 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.

- (b) i) The list of Assessment Committee Chairpersons is attached as Appendix 2. During the term of this Agreement, the parties shall meet as necessary to review and amend by agreement the list of chairpersons of Professional Responsibility Assessment Committees.

The parties agree that should a Chairperson be required, the Ontario Hospital Association and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be **utilized** on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Hospital or community, the next person on the list will be approached to act as Chairperson.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance **of** its responsibilities as set out herein.

#### **8.02**      Orientation and In-Service Program

The Hospital **recognizes** the need for a Hospital Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Hospital and the nurses involved.

- 8.03**      Before assigning a newly hired nurse in charge of a nursing unit, the Hospital will first provide orientation, in accordance with Article **8.02**, both to the Hospital and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of her orientation program providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.

- 8.04**      Regular part-time nurses recalled from layoff under Article **10.06** (a) and regular part-time nurses whose probationary period has been extended under Article **10.01**

and regular part-time nurses who transfer on a permanent basis **may** be provided **any** orientation determined necessary by the Hospital. A request by such a nurse for orientation shall not be unreasonably denied.

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.

- 8.10 Where computers are introduced into the workplace and nurses are required to **utilize** those computers in the course of their duties, the Hospital agrees that necessary computer training will be provided at no cost to the nurses involved.

ARTICLE 9 - ACCESS TO FILES

- 9.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the nurse.

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request.

No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

- 9.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free for one year.

ARTICLE 10 - SENIORITY (SUBJECT TO PENDING INTEREST ARBITRATION)

- 10.01 (a) Newly hired part-time nurses shall be considered to be on probation for a period of sixty (60) tours worked (450 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the nurse shall be credited with seniority for the sixty tours (450 hours) worked. With the written consent of the Hospital, the probationary nurse, and the President of the Local Association or her designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood

and agreed that any extension to the probationary period will not exceed an additional sixty tours (450 hours) worked and, where requested, the Hospital will advise the nurse and the Association of the basis of such extension.

(b) A nurse who transfers from casual part-time or full-time to regular part-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 (9) months immediately preceding the transfer shall be credited towards the probationary period.

10.02

(a) A seniority list shall be established for all regular part-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-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. Seniority on such lists will be expressed in terms of total hours worked.

(b) A seniority list shall be maintained for casual part-time nurses for the purposes of Article 10.05 only. 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. Seniority on such lists will be expressed in terms of total hours worked, and shall be established on the following basis:

i) At hospitals where casual nurses had seniority under the provisions of a Collective Agreement prior to October 23, 1981, such seniority shall continue with accumulation of hours worked since October 23, 1981.

ii) At hospitals where there was no such seniority, the seniority list in 10.02(b) (PT) shall show accumulation of hours worked since October 23, 1981.

iii) Subsequently certified Hospitals shall establish dates for the commencement of the accumulation of seniority by local negotiations in accordance with the terms of the Memorandum of Conditions for Joint Bargaining.

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 year of seniority or service for each 1500 hours worked. **Any** time worked in excess of an equivalent shall be pro-rated at the time of transfer.

10.04 A regular part-time nurse shall lose all service and seniority and shall be deemed to have terminated if she:

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) refuses to continue to work or return to **work** during an emergency which seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is given to the Hospital;
- (e) is absent from scheduled work for a period of three (3) or more consecutive scheduled working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (f) fails to return to work (subject to the provisions of Article 10.04 (e)) upon termination of an **authorized** leave of absence without satisfactory reason or **utilizes** a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital-and fails to report to work within seven (7) calendar days

after she has received the notice of recall or such further period of time as may be agreed upon by the parties:

- (h) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.

10.05

- (a) Where a permanent regular part-time 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 form indicating her name, qualifications, experience, present 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 as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

A list of vacancies filled in the preceding month under Articles 10.05 (a) and (b), and the names of the successful applicants, will be posted, with a copy provided to the Association. Unsuccessful applicants **will** be notified.

At the request of the nurse, the Hospital will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

- (c) Nurses shall be selected for positions under either 10.05 (a) or (b) 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 available work within an appropriate **familiarization** period, Where seniority governs, the most senior applicant, regardless of her **ONA** bargaining unit, will be selected. Where the applicant has been selected in accordance with this

Article and it is subsequently determined that she cannot satisfactorily perform the job to which she was promoted, the Hospital will attempt, during the first thirty (30) tours (225 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return her to her former job, and the filling of the subsequent vacancies will likewise be reversed.

- (d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including maternity) may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to **utilizing** non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time Collective Agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (a) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (f) The nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her selection.

**10.06**

- (a) A layoff of regular part-time nurses shall be made on the basis of seniority provided that the regular part-time nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be the first laid off.



Regular part-time nurses shall be recalled in the order of seniority, unless otherwise agreed between the Hospital and local Association, provided that the nurse is qualified to perform the available work.

- (b) Where a vacancy occurs in a position following a layoff hereunder as a result of which a regular part-time nurse had been transferred to another position, the affected nurse will be offered the opportunity to return to her former position providing such vacancy occurs 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 10.05. 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.

**10.07**

In the event of a proposed layoff at the Hospital of a permanent or long-term nature affecting regular part-time nurses, 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 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.

- 10.08 (a) A regular part-time nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event that the part-time nurse is returned to a position in the bargaining unit, she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that a regular part-time nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a part-time nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- 10.09 (a) Head Nurses and Supervisors excluded from the bargaining unit shall not perform duties normally performed by regular part-time nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to regular part-time nurses in the bargaining unit.
- (b) The Hospital shall not contract out **any** work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees follows. Contracting out to an Employer who is **organized** and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision, This clause will not apply to the ad hoc use of agency or registry nurses **for** single shift coverage of vacancies due to illness or leaves of absence.

NOTE 1: In the bargaining units where full-time and part-time nurses are both employed, seniority lists and layoff and recall rights of part-time nurses shall be separate from full-time nurses.

NOTE 2: The seniority list referred to in Article 10.02 shall include any other information that is currently provided to the Association.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of Nursing or her designate. Such requests are to be given as far in advance as possible and a written 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 percentage in lieu of fringe benefits shall be maintained by the Hospital and the local Association agrees to reimburse the Hospital in the amount of the full cost of such salary and percentage in lieu of fringe benefits 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. 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 agrees

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. 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 benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Hospital of her intention to return to work at least two (2) weeks prior to the date of such return.

**11.05**     Bereavement Leave

A regular part-time nurse who notifies the Hospital as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. "Spouse" for the purposes of bereavement leave will include a partner of the same sex. Where a nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

**11.06**     Jury & Witness Duty

If a regular part-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the hospital, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies the Hospital immediately on the nurse's notification that she will be required to attend court;
- (b) presents proof of service requiring the nurse's

attendance;

- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

11.07

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (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 of fifteen (15) 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.

**11.08**      Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late

receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The nurse shall be reinstated to her former position, unless her former 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 parental 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) 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 parental 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 parental 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 regular part-time nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing **any** examinations required in **any recognized** course in which nurses are enrolled to upgrade their nursing qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment at the hospital may be granted at the discretion of the Hospital upon written application by the nurse to the Director of Nursing or her designate.

**11.10**      Professional leave with pay will be granted to regular part-time nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

Any **employee** who is on an **authorized** leave of absence as **of** October **23, 1981**, shall be entitled to continue the leave in accordance with the terms thereof.

**11.11**      Pre-paid Leave Plan

Effective April **1, 1989**, the Hospital agrees to introduce a **pre-paid** leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four **(4)** year's salary over a five **(5)** year period, in accordance with Part **LXVIII** of the Income Tax Regulations, Section **6801**, to enable them to take a one **(1)** year leave of absence following the four **(4)** years of salary deferral.



- (b) The nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e.; the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Hospital.
- (d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (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.
- (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 **endeavor** 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.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the **pre-paid** leave program will be subject to the nurse entering into a formal agreement with the Hospital in order to **authorize** the Hospital to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - (a) A statement that the nurse is entering the **pre-paid** leave program in accordance with Article 11.11 of the Collective Agreement.
  - (b) The period of salary deferral and the period for which the leave is requested.
  - (c) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Hospital to enter the **pre-paid** leave program will be appended to and form part of the written agreement.

## ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY

- 12.01 Part-time nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.02 A nurse who transfers from full-time to part-time may elect to retain her accumulated sick leave credits to be **utilized** during part-time or subsequent full-time employment as provided under the sick leave plan in which she participates as of October 23, 1981.

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.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by local negotiation.
- (c) **Where** a nurse notifies her supervisor that she has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid time and one half (1-1/2) her regular straight time hourly rate for all time worked in excess of her normal daily hours.

**13.02** Where nurses are now working a longer daily tour, the provisions set out in this Article governing the regular hours **of** work on a daily tour shall be adjusted accordingly.

The normal daily extended tour shall be **11.25** consecutive hours in any **24-hour** period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of forty-five (45) minutes.

The scheduling of meal and relief periods shall be determined by local negotiations.

The introduction or discontinuance of longer daily tours shall be determined by local negotiations.

NOTE: Hospitals that have extended tours that are presently different than the above, shall maintain those conditions.

ARTICLE 14 - PREMIUM PAYMENT

- 14.01** If a part-time nurse is **authorized** to work in excess of the hours referred to in Article 13.01 (a), she shall receive overtime premium of one and one-half (1-1/2) times her regular straight time hourly rate. A part-time nurse (including casual nurses but not including **part-time** nurses who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1-1/2) her regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time nurse who is filling a temporary full-time vacancy shall receive time and one-half (1-1/2) her regular straight time hourly rate for all hours worked in excess of an average of 37 1/2 hours per week over the full-time nursing schedule determined by the Hospital. Such averaging will commence at the conclusion of the two week period following the nurse's transfer to the temporary full-time position and will end at the conclusion of the two week period prior to her return to her former position. Notwithstanding the foregoing, no overtime premium shall 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) 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. The Hospital agrees that if the Collective Agreement provided a greater 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 Agreement 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 part-time 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.

**14.06** Where a regular part-time nurse has completed her regularly scheduled tour and left the hospital and is called in to work outside her regularly scheduled working hours, or where a nurse is called back from standby, she shall receive time and one-half (**1-1/2**) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (**4**) hours' pay at time and one-half (**1-1/2**) her regular straight time hourly rate except to the extent that such four (**4**) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half (**1-1/2**) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

**14.07** A nurse who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of two dollars and fifty cents (**\$2.50**) per hour for the period of standby scheduled by the Hospital. Where such **standby** duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the nurse shall receive standby pay in the amount of three dollars (**\$3.00**) per hour. Standby pay shall, however, cease where the nurse is called in to work under **Article 14.06** above and works during the period of standby.

14.08 The **regular** straight time hourly rate will be the hourly rate in the wage schedule set forth in Article **18.01** (a).

14.09 A nurse shall be paid a shift premium of one dollar (**\$1.00**) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and twenty-five cents (**\$1.25**) for each hour worked which 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.

14.10 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 an assigned shift, she shall be paid her regular rate of pay. **Where** the nurse continues to perform such **duties** in excess of her assigned shift, 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 was paid by the Hospital under a Collective Agreement immediately prior to this Agreement. This note applies at Hospitals where this superior condition exists as of December 14, 1987.

14.11 (a) The posting of work schedules for regular part-time nurses shall be determined by local negotiations. It shall be the responsibility of the regular **part-time** nurse to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the regular part-time nurse.

(b) Where less than twenty-four (24) hours' notice is given personally to the regular part-time nurse, time and one-half (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule. Such changes shall not be considered a layoff.

(c) Where a nurse is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then she will be paid for a full tour provided that she works until the normal completion of the tour.

(d) Casual part-time nurses whose work schedule has been prescheduled and whose schedule is changed with less than twenty-four (24) hours notice then paragraph (b) - shall apply to casual part-time nurses.

14.12 When a nurse is required to travel to the hospital or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, or at any time while on standby, the Hospital will **pay** transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35¢) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Hospital satisfactory proof of **payment** of such taxi fare.

14.13 A nurse who works a second consecutive full **tour shall** be entitled to the normal rest periods and meal period for

**the second tour and** shall be provided at the time of the meal period with a hot meal or four dollars (**\$4.00**) if the Hospital is unable to provide the hot meal. Other nurses required to work more than two (**2**) **hours overtime** on the same day they have worked a full tour shall, after the two (**2**) hours, receive a one-half (**1/2**) hour paid meal period and shall be provided with a hot meal or four dollars (**\$4.00**) if the Hospital is unable to provide the hot meal.

- 14.14** A nurse shall be paid a weekend premium of one dollar and thirty-five cents (**\$1.35**) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article **14.03**, pursuant to a local scheduling regulation with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

#### ARTICLE 15 - PAID HOLIDAYS

- 15.01** If a regular part-time nurse works on any of the holidays listed in Article **15.01** of the full-time Agreement, she shall be paid at the rate of time and one-half (**1-1/2**) her regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article **14.04** regarding hours worked in addition to her full tour.

NOTE: Where existing Collective Agreements contain provisions relating to payment to nurses for holidays, whether worked or not, that exceed any payment required under the Employment Standards Act, such provisions shall be continued. Payment of holiday pay under this Note applies only to nurses presently enjoying such payment. Nurses presently enjoying holiday pay pursuant to this Note or otherwise as of December **14, 1987** will continue to enjoy such payment until they cease to be employed at the Hospital or until they transfer to a status to which this superior condition does not apply, whichever first occurs.

#### ARTICLE 16 - VACATIONS

- 16.01** All regular part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses, of their gross earnings in the preceding year. If a nurse works or receives paid leave for less than **1100** 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% - 3 yrs + (4500 +)
- 5 week entitlement - 10% j 7 yrs + (25,500 +)
- 6 week entitlement - 12% 25 yrs + (37,500 +)

Equivalent years of service, calculated pursuant to the formula set out in Article 16.03, shall be used to determine vacation entitlement.

Casual part-time nurses will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Such vacation pay will be paid on monies earned on or after April 1, 1988. Equivalent years of service will be based on the casual part-time nurse's seniority established under Article 10.02 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

**16.02** A part-time 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 separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

**16.03** For the purpose of vacation entitlement, service for those **nurses** whose status is changed, on or after October 23, 1981, from part-time to full-time or vice-versa, shall mean the combined service as a part-time and **full-time** nurse employed by the Hospital and accumulated on a continuous basis. For the purpose of this Article, **1500** hours of part-time service shall equal one (1) year of full-time service and vice-versa.

**16.04** Scheduling **of** vacations shall be in accordance with the schedule of local provisions.

**NOTE:** Part-time nurses (including casual nurses) who presently enjoy better vacation pay benefits under the provisions of a Collective Agreement immediately prior to this Agreement, shall continue to receive better benefits while employed by the Hospital.

**ARTICLE 17 - MISCELLANEOUS**

**17.01** 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.

- 17.02 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.
- 17.03 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.
- 17.04 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.
- 17.05 Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, **immunization** injections, gamma globulin and other programs shall be continued.
- 17.06 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 18 - COMPENSATION

- 18.01 (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 regular straight time hourly rates for all regular and casual part-time Registered Nurses shall be as follows:

Classification - Registered Nurse

<u>Effective April 1, 1991</u>	
Start	\$16.81
1 Year	17.71
2 Years	18.10
3 Years	18.97
4 Years	19.74
5 <b>Years</b>	20.51
6 <b>Years</b>	21.28

7 Years	22.05
8 Years	22.82
9 Years	23.59

Effective October 1, 1991

Start	\$16.81
1 Year	17.71
2 Years	18.10
3 Years	18.97
4 Years	20.00
5 Years	20.77
6 Years	21.54
7 Years	22.56
8 Years	23.59
9 Years	24.62

Effective April 1, 1992

Start	\$16.81
1 Year	17.71
2 Years	18.46
3 Years	19.49
4 Years	20.51
5 Years	21.54
6 Years	22.82
7 Years	24.10
8 Years	25.38
9 Years	26.67

Note: Nurses with the required level of service credit for , purposes of advancement on the salary schedule shall be placed at the "8 years" level on the salary schedule, effective April 1, 1989.

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 hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

(c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits.' It is

further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all **part-time** nurses may, on a voluntary basis, **enroll** in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (**9%**).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional **9%** or **13%**, as applicable, which is paid in lieu of fringe benefits and accordingly the **9%** or **13%**, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) 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.

**18.02** 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.

**18.03** 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 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.

**18.04** (a) A regular part-time nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level 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 the Hospital temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, she shall be paid a premium of one dollar and twenty cents (**\$1.20**) per hour for such duty in addition to her regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.

(c) Graduate Nurses who become Registered Nurses shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.

(d) Group, Unit or Team Leader

Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of nurses, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, she shall be paid a premium of sixty cents (**60¢**) per hour in addition to her regular salary and applicable premium allowance.

**18.05**

(a) Claim for recent related clinical experience, if **any**, shall be made in writing by the part-time nurse at the time of hiring on the application for employment form or otherwise. The part-time nurse shall co-operate with the Hospital by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Hospital will credit a new part-time nurse with one (1) annual **service** increment for each year of experience (calculated pursuant to the formula Set out in Article **16.03**) up to a maximum of Level 6 (i.e., **5th** year increment). If a period of more than two (2) years has elapsed since the nurse has occupied a full-

**time** or a part-time nursing position, then **the** number of increments to be paid, if any, shall be at the discretion of the Hospital.

Currently employed nurses who were eligible to claim credit under the formula of one increment for every two years of experience may make a claim under the present provision and will have their position adjusted on the salary grid, effective April 1, 1991, to a maximum of Level 6 (5th Year Increment).

(b) Where a casual nurse hired between October 1, 1987 and March 31, 1988 transfers to regular part-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.

18.06 (a) Each regular part-time nurse will be advanced from her present level on the salary schedule to the next level on the salary schedule after obtaining **one** year's service credit, calculated in accordance with the provisions of Article 10.01.

(b) A casual nurse whose status is altered to regular part-time or vice-versa will assume her **same level** on the grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

(c) Effective November 15, 1985 casual nurses will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with the seniority calculation set out in Article 10.02. Casual part-time nurses will then advance on the grid in the same manner as regular part-time nurses.

18.07 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.

18.08 (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.

- (b) If a nurse becomes disabled with the result that she is unable to carry out the regular functions of her position, the Hospital may establish a special classification and salary with the hope of providing an opportunity for continued employment.

**18.09**      Education Allowance

Provisions in existing collective agreements providing for educational allowances shall be continued in effect.

**ARTICLE 19 - JOB SHARING**

- 19.01**      Job sharing is defined as an arrangement whereby two or more nurses share the hours of work of what would otherwise be one full-time position.

If the Hospital agrees to a job sharing arrangement, **the** introduction or discontinuance of such job sharing arrangements will be determined locally.

Once the Hospital has determined that a vacancy exists and has agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined locally **and** will be filled in accordance with Article **10.06** of **the** Full-time Collective Agreement or Article **10.05** of the Part-time Collective Agreement.

The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered **by**



the provisions of the Part-time Collective Agreement,

ARTICLE 20 - SUPERIOR CONDITIONS

20.01 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

It is, however, hereby confirmed that where such references are made to existing Superior Conditions that they refer to conditions existing prior to October 23, 1981.

ARTICLE 21 - DURATION

21.01 This Agreement shall continue in effect until March 31, 1993 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

21.02 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.

21.03 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.

21.04 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 22 - LIST OF APPENDICES

22.01 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 23 - LAYOFF DISPUTE

23.01 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 KINCARDINE, Ontario, this 16<sup>th</sup> day of JULY, 1993.

FOR THE HOSPITAL

*Michael Burton*  
*Bill Macdonald*  
*Shirley Burnham*  
\_\_\_\_\_

FOR THE ASSOCIATION

*John Vance Reed E.K.*  
*Norma Jean Brady*  
*Denise Ferguson*  
*Diana Penette*

APPENDIX 1

**ONA GRIEVANCE FORM**

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY  
ASSESSMENT COMMITTEE - CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons  
- Nursing Assessment Committees - in the above named sector.

1. Dr. Alice **Baumgart**  
School of Nursing  
Queen's University  
Kingston, Ontario
2. Miss Margaret Charters  
Assistant Administrator  
Nursing and Patient Care  
Hamilton General Hospital  
Hamilton, Ontario
3. Mrs. **Roxy** Edwards  
Executive Director  
Bruce Peninsula Health Serv.  
**Wiar-ton**, Ontario
4. Dr. Josephine **Flaherty**  
Principal Nursing Officer  
Health and Welfare Canada  
Ottawa, Ontario
5. Ms. Gwen **Hefferman**  
Director of Nursing Education  
Ottawa Civic Hospital  
Ottawa, Ontario
6. Ms. Pat **Kirkby**  
Dean, School of Health  
Sciences and Human Services  
**Fanshawe** College  
**London**, Ontario
7. Ms. Louise **Lemieux-Charles**  
Doctoral Candidate  
Health Administration  
London, Ontario
8. Mrs. Maxine **Pastirik**  
Program Developer  
Niagara College of Applied  
Arts & Technology  
**Welland**, Ontario
9. Dr. Lucille **Peszat**  
Canadian Centre for Stress  
and Well Being  
Toronto, Ontario
10. Mrs. Helen Taylor  
Health Care Consultant  
**M.I. Administrative Serv.Ltd.**  
Scarborough, Ontario
11. Ms. Judy **Tiivel**  
**Co-ordinator**  
Nursing Computer Project  
Toronto Western Hospital  
Toronto, Ontario
12. Ms. Kathleen Webb  
Director of Nursing  
Humber Memorial Hospital  
Weston, Ontario

APPENDIX 3  
SALARY SCHEDULE

REGISTERED NURSE

<u>EFFECTIVE:</u>	<u>APR. 01/91</u>	<u>OCT. 01/91</u>	<u>APR. 01/92</u>
Start	16.81	16.81	16.81
1 Year	17.71	17.71	17.71
2 Years	18.10	18.10	18.46
3 Years	18.97	18.97	19.49
4 Years	19.74	20.00	20.51
5 Years	20.51	20.77	21.54
6 Years	21.28	21.54	22.82
7 Years	22.05	22.56	24.10
8 Years	22.82	23.59	25.38
9 Years	23.59	24.62	26.67

The hourly salary rates inclusive of the percentage in lieu of fringe benefits shall be calculated in accordance with the following formula:

Applicable straight time hourly rate + ~~14%~~<sup>13.9%</sup>

GRADUATE NURSE:

<u>EFFECTIVE:</u>	<u>APR. 01/91</u>	<u>OCT. 01/91</u>	<u>APR. 01/92</u>
Start	14.99	14.99	14.99

APPENDIX 4

SUPERIOR BENEFITS

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

<b>CLAUSE #</b>	<b>Applicable Clause From Existing Collective Agreement</b>	<b>PART-</b>
<b>CENTRAL AWARD</b>		<b>TIME</b>

---

<b>5.05 NOTE</b>	<b>10.07</b>	<b>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.</b>
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APPENDIX 5

LOCAL ISSUES

BETWEEN

**KINCARDINE & DISTRICT GENERAL HOSPITAL**

- AND -

ONTARIO NURSES' ASSOCIATION

PART-TIME

APPENDIX 5

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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 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 of departments, work schedules, determination of the extent to which the Hospital will be operated and the increases or decreases in employment.**
  - (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 Part-time nurses shall be represented in accordance with the provisions of Article D of the full-time nurses Agreement. It is further agreed that the Employer acknowledges the right of the Association to have at least one (1) part-time nurse representative on each Committee provided for in Article D of the full-time Agreement.

**ARTICLE E - ASSOCIATION INTERVIEW**

E - I 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 the 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 be forwarded directly to the local President.

**ARTICLE 6 - 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) 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 i-lead Nurse at least two (2) weeks in advance of the posting date.

- b) 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.
- c) The schedule covering the Christmas and New Year's period will be posted on or before November 1st of each year.

G - 5

Scheduling Regulations

- (a) The Employer shall ensure that each part-time nurse shall receive at least five weekends off in ten. 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 and the starting time of the next scheduled tour when changing tours except in an emergency.
- (d) 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.
- (e) 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.
- (f) Scheduling arrangements in lieu of the above may be made upon the agreement of an employee or group of employees and the Employer.
- (g) 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 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 Regular part-time nurses assigned to the same unit shall be pre-scheduled an equal number of tours.

- G - 9 Where a part-time nurse has been scheduled to work on a holiday weekend, she shall be scheduled to work on the holiday as well providing the shift is available and she is qualified for the available work.

ARTICLE H - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

- H - 1 Leave of absence will be granted for not more than two (2) employees at any one time for a total period not exceeding forty (40) 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 the 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 J - PAID HOLIDAYS

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

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

**(\* Heritage Day if proclaimed)**

ARTICLE K - VACATIONS

K - 1 **Part-time employees covered by this agreement shall be entitled to vacation time off based on service as is allotted full-time employees.**

**The vacation shall be requested by calendar week inclusive of the weekend following each five (5) week days.**

- K - 2 (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 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.

- K - 3 **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 June 15th to August 31st as desired, if the request is put in by March 15th.**
- K - 4 **The vacation period shall be from June 1st to May 31st each year.**

ARTICLE L - PAYDAY

- L - 1 **Salaries will be paid on a bi-weekly basis with deposits being made every second 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 pastel 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 the 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

**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.**

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

- 0 - 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 the tours of the full-time position except in cases when no other qualified part-time nurses are available.**

- 0 - 3 **The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.**

- 0 - 4 **Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.**

- 0 - 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.**

- 0 - 6 **Coverage**

(a) **It is expected that both job sharers will cover each others 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 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.**

b) **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.**

- 0 - 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 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.

0 - 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 16<sup>th</sup> DAY OF JULY, 1993.

FOR THE HOSPITAL:

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

\_\_\_\_\_

\_\_\_\_\_

:MD

FOR THE ASSOCIATION:

*[Handwritten Signature]* <sup>A</sup> *Reg. N.*  
EMPLOYMENT RELATIONS OFFICER

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

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