

SOURCE	ONA		
EFF.	91	04	01
TERM.	93	03	31
No. OF EMPLOYEES	58		
NOMBRE D'EMPLOYES	58		

PART-TIME

COLLECTIVE AGREEMENT

between

SMITHS FALLS COMMUNITY HOSPITAL
(Hereinafter called the "Hospital")

and

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

EXPIRY: March 31, 1993

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SEP 24 1992

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APPENDIX 3 - SALARY SCHEDULE

PART-TIME NURSE - HOURLY RATES

	<u>April 1,</u> <u>1991</u>	<u>Oct. 1,</u> <u>1991</u>	<u>April 1,</u> <u>1992</u>
<u>REGISTERED NURSE</u>			
Start	16.81	16.81	16.81
After 200 Tours	17.71	17.71	17.71
After 400 Tours	18.10	18.10	18.46
After 600 Tours	18.97	18.97	19.49
After 800 Tours	19.74	20.00	20.51
After 1000 Tours	20.51	20.77	21.54
After 1200 Tours	21.28	21.54	22.82
After 1400 Tours	22.05	22.56	24.10
After 1600 Tours	22.82	23.59	25.38
After 1800 Tours	23.59	24.62	26.67

GRADUATE NURSE

Start	16.02	16.02	16.02
After 200 Tours	16.88	16.88	16.88
After 400 Tours	17.28	17.28	17.62
After 600 Tours	18.04	18.04	18.53
After 800 Tours	18.60	18.84	19.32

PART-TIME

APPENDIX 4

SUPERIOR CONDITIONS

Provisions which existed in the Collective Agreements which expired the 30th day of September 1980 and which provisions shall be retained to the extent of their application as provided for in the Interest Arbitration Award (O'Shea) dated October 23, 1981.

(Previous) ARTICLE 18 - LEAVE OF ABSENCE WITH PAY (VACATION)

Clause 18.07 as it applies to -

(Current) ARTICLE 16 - VACATIONS

16.04 Note: Casual part-time nurses who were in the employment of the Hospital prior to October 23, 1981 will receive vacation pay as follows:

Up to 600 tours - 6% of earnings

Over 600 tours - 8% of earnings

Over 3,400 tours - 10% of earnings

Ambulance Escort

Actual hours spent in return travel outside the nurse's regular shift shall be paid at the appropriate overtime rate.

APPENDIX 5

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ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 In accordance with the decisions of the Ontario Labour Relations Board, dated November 29th, 1977, which decisions resulted in the issue of certificates for bargaining unit #1 and bargaining #2 respectively, and which certificates are to be read subject to the terms of the Board's decisions, the Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses employed in a nursing capacity at the Smiths Falls Community Hospital, Smiths Falls, Ontario, save and except supervisors, persons above the rank of supervisor and students employed for the school vacation period.
- A-2 "Supervisor" or "Immediate Supervisor" when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT FUNCTIONS

- B-1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
 - (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;

(e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this agreement.

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

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 nurse Representatives

The Hospital will recognize six (6) nurse representatives from the following nursing areas:

Three (3) from the North Unit:

Three (3) from the South Unit.

C-2 Grievance Committee

The Hospital will recognize a Grievance Committee of three (3) nurses to attend grievance meetings as provided hereunder. This committee shall consist of one (1) nurse representative and two (2) members of the executive.

C-3 Negotiating Committee

The Association may designate a Negotiating Committee consisting of not more than three (3) nurses, one (1) of whom shall be a part-time nurse.

C-4 There shall be a Hospital-Association Committee comprised of two (2) representatives of the Association, one (1) of whom shall be the president, or designate in her absence and two (2) representatives of the Hospital, one (1) of whom shall be the Director of Nursing or her appointee. The membership of the committee may be expanded by mutual consent.

ARTICLE D - LEAVE OF ABSENCE

D-1 An aggregate of sixty-five (65) days for full-time and part-time nurses will be granted for Association business during any calendar year, provided fifty-six (56) hours written notice is given except in extenuating circumstances. It is agreed that not more than four (4) nurses shall be absent on such leave at the same time. It is further agreed that not more than two (2) nurses shall be absent from the same unit at any one (1) time.

ARTICLE E - HOURS OF WORK

E-1 Rest Periods

There shall be two (2) rest periods in each tour, the duration of the rest periods as set out in Article 13.01 (b).

E-2 Scheduling

- (a) Normally two (2) consecutive days off will be scheduled during each work week. Nurses will not be required to work more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.
- (b) 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.
- (c) The regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.
- (d) A nurse will be scheduled off work for not less than 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 statutory holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 5th. For the purpose of this schedule, Christmas shall be defined as December 24th, 25th and 26th and New Year's December 31st, January 1st, and 2nd.
- (e) Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. Advance requests for specific days off shall be submitted to the Nurse Manager at least two (2) weeks in advance of the posting date.
- (f) Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse

willing to exchange days or tour of duty. It is understood that such change in tour of duty initiated by the nurse and approved by the Hospital shall not result in overtime payment to any of the nurses affected by such change.

- (g) A nurse may be granted permanent evening or night tour upon request when a vacancy occurs. A nurse scheduled on a permanent night tour shall receive her weekend on Friday and Saturday.

E-3 A regular part-time nurse will receive overtime pay as provided for in Article 14.03 of the Collective Agreement for all hours worked on a fourth and subsequent consecutive weekend, save and except where:

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

E-4 For purposes of defining tours of duty and calculating entitlement of overtime compensation, the normal day shall be a twenty-four hour period allocated as follows:

Night Tour
Day Tour
Evening Tour

ARTICLE F - PAID HOLIDAYS

F-1 For the purposes of Article 15.01 of the Agreement the following are the referred to listed holidays in the full-time Agreement:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day/July 1	Boxing Day
Civic Holiday	3rd Monday in February

e

ARTICLE G - VACATIONS

G-1 A nurse shall submit her written request for the vacation period from July 1st to August 31st on or before May the 1st of each year. For the vacation periods outside of the months of July and August a nurse must submit her request four (4) weeks prior to her requested vacation period. The Hospital will endeavour to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Hospital. Where a dispute arises as between nurses requesting the same vacation times and such requests cannot be accommodated by the Hospital then seniority shall apply. Vacations may not be accumulated from one year to the next except with the express permission of the Hospital.

G-2 Vacation Time Off for Regular Part-Time Nurses

Regular Part-time nurses shall have vacation time off in accordance with their number of hours worked.

Under 4500 hours - 3 weeks time off
Over 4500 hours - 4 weeks time off
Over 30000 hours - 5 weeks time off

ARTICLE H - BULLETIN BOARDS

H-1 The Hospital will provide a glassed bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by a member of the Association executive and submitted to the Hospital Administrator for approval prior to being posted. The Hospital and the Association shall be provided with a key.

I - I EW

I-1 In the matter of Article 5.06 of the Collective Agreement the Hospital agrees to designate the time and place for such interview. Such interview shall take place on Hospital premises and shall not exceed ten (10) minutes in duration for each newly hired nurse.

ARTICLE J - SENIORITY LIST

J-1 The seniority list provided for in Article 10.02 shall be supplied annually in January and July.

J.2 Within one month of posting the seniority list, nurses can file, with the Personnel Department, a written request (along with documentation) for a review of their respective seniority hours.

ARTICLE K - PREPAID LEAVE PLAN

K-1 The number of nurses that may be absent at any one time under the prepaid leave programme shall be a total of four (4) with not more than one (1) nurse being absent at any one time from the nursing specialty departments (areas). For clarity the total of four nurses is the combined total of full-time and part-time nurses.

ARTICLE L - PAYROLL

- a) The Employer shall pay its nurses every two (2) weeks.
- b) The Employer shall pay its nurses by cheque or bank deposit and the following information shall be inscribed thereon: initials of the wage-earner; date of pay period; deductions made; the number of working hours both regular and overtime.
- c) Any omission of 1 shift or more on a nurse's pay cheque due to an error on the part of the Employer shall be paid to the nurse within two (2) days of the time of receipt of her regular pay cheque.


ARTICLE M - Workers' Compensation and Reinstatement

- M-1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury/or when nurse goes on L.T.D.
- M-2 Prior to any nurse returning to work (from a lost time claim injury) on a permanent Modified Work Program, the Hospital will notify and meet with the nurse and the applicable Ontario Nurses' Association Occupational Health and Safety Representative of the Hospital to discuss the circumstances surrounding the employee's return to suitable work.
- M-3 The Hospital agrees to provide the Union with a copy of the Workers' Compensation Board Form 7 (as they pertain to lost time claims only) at the same time as it is sent to the Board.

The employee must give written consent for release of Form 7.

Dated at Smith Falls, this 18 day of June, 1992.

FOR THE HOSPITAL



Stanley Kover

G. Manley

FOR THE ASSOCIATION

Raymond Boileau pro

Lynne McLaughlin

Josephine B.W.

LETTER OF UNDERSTANDING

Between

SMITHS FALLS COMMUNITY HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

EXTENDED TOURS

1. The employer agrees to meet with the Association at six month intervals to discuss the implementation and elimination of extended hour tours within various areas of the Hospital. The Hospital will give serious consideration to implementing extended hour tours in an area where the Association is able to demonstrate to the satisfaction of the Hospital that more than 75% of the nurses involved wish extended hour tours. If it is decided to implement extended hour tours in an area, they shall be implemented for a trial period of six months. The parties shall meet to review the situation during the fifth month after implementation.

The Hospital will also give serious consideration to eliminating extended hour tours if the Association at a meeting to discuss elimination can demonstrate to the satisfaction of the Hospital that more than 50% of nurses involved wish the elimination of extended hour tours in their area. None of the above shall restrict the elimination of extended hour tours if necessary.

This agreement concerning extended hour tours is subject to continuing approval from the Director of the Employment Standards Branch.

2. General Guidelines
 - a) Any regular full-time and part-time staff regularly assigned to work on a unit will identify a wish in writing to conduct a vote to introduce extended tours of duty.
 - b) All regular full-time and regular part-time staff regularly assigned to work on that unit are eligible to vote.

- c) Management will determine the number of regular 8 hours shifts it would retain on the unit should the vote be successful for extended tours.
 - i) If there is already staff on permanent 8 hour shifts, they will be assigned on the new available 8 hour shift(s) on the basis of seniority.
 - ii) If there are no permanent staff on permanent shift, the position(s) will be posted for the unit only, with Hospital wide posting if there were no successful candidate(s).
- d) If extended tours are voted in, all staff will have in addition to 3 above, two other options:
 - i) to work extended tours:
 - ii) to apply for transfer to another unit.

3) Guidelines for Voting

- a) Two different times will be designated for the actual voting to allow as many staff as possible a suitable time.
- b) There will be a closed ballot box.
- c) The printed list of all nurses as per 2) above eligible to vote will be drawn up. The nurse will sign her name when she has cast her ballot. Everyone has the right to vote but may choose not to exercise it.
- d) Nurse representative or her delegate from the union will be present at the time of voting as will a nurse manager. These two persons will be responsible to count the votes and to advise the charge nurse of the outcome.

Ballots will be destroyed by a member of management and Union representative at the completion of ballot counting.

(4) Scheduling Regulations

The following regulations shall govern the scheduling of work for nurses working extended tours.

- a) The employer shall ensure each employee every second weekend off;
- b) Employees will not be required to work more than three (3) consecutive shifts unless by mutual consent;
- c) all other scheduling regulations which apply to nurses working the regular daily tour as provided in Article E.2.

(5) A nurse will receive premium pay for all hours worked on a second 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 the result of an exchange of shifts with another nurse.

(6) Lieu Days

If a nurse takes a lieu day on an extended tour, the 3.75 hours may be made up from banked hours, vacation hours or taken as an unpaid leave of absence.

Signed at Smiths Falls, this 18 day of June 1992.

FOR THE HOSPITAL

[Signature]
Stanley Rogers
[Signature]

FOR THE ASSOCIATION

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between

SMITHS FALLS COMMUNITY HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

JOB SHARING LANGUAGE

The Employer agrees to implement a pilot project on Job Sharing pursuant to Article 20.01 of the Central Full Time Agreement and 19.01 of the Central Part-Time Agreement.

Job Sharing is defined as an arrangement whereby two nurses share the hours of work that presently or otherwise would exist as one Full-Time position.

1. The pilot project will run for a six month trial period from date of implementation, with a three month interim assessment.
2. Eligibility to participate in the pilot project will include one (1) Full-Time registered Nurse position, with funded complement in the following patient care area:

Med. Surg.

At the discretion of the Assistant Executive Director - Patient Services, this may be extended to other areas.

3. One (1) Full-Time position will be shared by not more than two (2) Registered Nurses.
4. Implementation
 - (a) All Full-Time positions will be posted as such first and thereafter as a job shared position. Where the job shared 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 Agreement.
 - (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 two full-time nurses wish to job share and the Hospital agrees, the full-time position being shared need not be posted. The vacant full-time position will be filled in accordance with the Collective Agreements.
 - (d) The Assistant Executive Director Patient Services must approve any application for Job Sharing before it can be implemented but such approval will not be unreasonable withheld.
5. If one of the job sharers leaves the arrangement, her/his 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 s/he is qualified. If s/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.
6. If the Job Sharing Arrangement is not continued after the scheduled completion date of the pilot project, the employees will be returned to their former position.
7. 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.
8. Employees taking part in the Job Sharing Arrangement will be classified as a regular part-time employee and will be covered by the provisions of the Part-Time Collective Agreement except those terms specifically referred to thereafter.
9. Scheduling
- (a) 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 Nurse Manager.

- (b) Job sharers shall not be required but may option extra tours outside of the tours of the job sharing arrangement.
- (c) Schedules will conform with the Full-Time collective agreement which sets out Scheduling Regulations.
- (d) Each job sharer may exchange shifts with her/his partner, as well as with other Nurses as provided by the Collective Agreement.
- (e) 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.

10. Coverage

- (a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstance, one cannot cover the other, the Nurse Manager must be notified to book coverage.
- (b) Vacation, Maternity, 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 Nurse Manager but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Signed at Smiths Falls, this 18 day of June 1992.

FOR THE HOSPITAL

[Signature]
Shirley Rogers
[Signature]

FOR THE ASSOCIATION

[Signature]
Rupene McLaughlin
[Signature]