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EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	34		
NOMBRE EMPLOYÉS	34		
PART-TIME	SU		

COLLECTIVE AGREEMENT

BETWEEN:

COMMUNITY MEMORIAL HOSPITAL, PORT PERRY
(hereinafter referred to as the "Hospital")

- and -

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

EXPIRY: March 31, 1996

SEP - 5 1995

COMMUNITEE
ENTERED
06046 (05)

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APPENDIX 3

PART-TIME SALARY SCHEDULE AND CLASSIFICATIONS

CATEGORY "A" AND "B"

REGISTERED NURSE: HOURLY RATE

<u>EFFECTIVE:</u>	<u>Ap. 1/93</u>	<u>Jan. 1/94</u>	<u>Jan. 1/95</u>	<u>Jan. 1/96</u>
Start	17.10	17.38	17.66	17.94
1 Year	18.00	18.28	18.56	18.84
2 Years	18.75	19.03	19.31	19.59
3 Years	19.78	20.06	20.34	20.62
4 Years	20.80	21.08	21.36	21.64
5 Years	21.83	22.11	22.39	22.67
6 years	23.11	23.39	23.67	23.95
7 Years	24.39	24.67	24.95	25.23
8 Years	25.67	25.95	26.23	26.51
9 Years	26.96	27.24	27.52	27.80

GRADUATE NURSE

Start	15.90	16.16	16.42	16.68
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APPENDIX 4

SUPERIOR CONDITIONS

PART-TIME;

Previously existing conditions retained as provided for in the O'Shea interest arbitration award dated October 23, 1981 include the following:

(Previous) ARTICLE 19 - COMPENSATION

Clause 19.07 Responsibility and Educational Allowance

As it applies to -

(Current) ARTICLE 18 - WAGES - REGULAR PART-TIME WAGE GRID

18.09 Education Allowance

Where the Hospital considers that additional education preparation is required for a job, then such preparation shall be paid for according to the following scale:

Special Courses and/or Nursing Unit
Administration - \$ 0.69/tour

Bachelor of Science
Degree (Nursing) - \$ 3.69/tour

One (1) year at University
- \$1.85/tour

APPENDIX 5

APPENDIX ON LOCAL ISSUES

(PART-TIME)

ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Hospital **recognizes** the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by Community Memorial Hospital, in Port Perry, Ontario, for less than the normal number of hours per week and students employed during the school vacation period, save and except supervisors, and persons above the rank of supervisor.
- A-2 The word "**nurses**" when used in this agreement shall mean persons included in the above-described bargaining unit.
- A-3 "**Supervisor**" or "**Immediate Supervisor**", when used in this agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

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

number of personnel required, methods, procedures and equipment in connection therewith;

(e) make, enforce, 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 three (3) nurse representatives from both full-time and part-time units.

C-2 Negotiating Committee

There shall be a Negotiating Committee of not more than three (3) nurses representing both full-time and part-time bargaining units.

C-3 Grievance Committee

There shall be a Grievance Committee of up to three (3) nurses representing both full-time and part-time units.

C-4 Hospital-Association Committee

The composition of this committee shall consist of two (2) to four (4) nurses who shall be appointed to act on behalf of the local Association. The number of Hospital representatives on the Committee shall not exceed the number of Association representatives and vice-versa. Each party may have alternates to replace a member from time to time.

ARTICLE D - ASSOCIATION SECURITY

D-1 The interview period as provided for in Article 5.06 will be scheduled during a nurse's orientation period.

ARTICLE E - SENIORITY

E-1 The seniority list as provided for in Article 10.02 will be filed with the Association during January and July of each year.

ARTICLE F - LEAVE OF ABSENCE (BUSINESS)

F-1 Requests for leave of absence for Association business shall be submitted in writing to the Director of Nursing or designate and on the appropriate forms as supplied by the Hospital. The leave of absence shall be given up to an aggregate maximum of forty (40) working days during any calendar year and not more than two (2) nurses shall be absent on such leave at the same time. In all cases of requests for the leave of absence adequate notice must be given.

ARTICLE G - HOURS OF WORK - SCHEDULING

G-1 The rest periods as provided for in Article 13.01 (b) will be scheduled by the Hospital during each tour.

G-2 Scheduling Objectives

The Hospital shall maintain and achieve the following objectives in the formulation of work schedules:

- (a) At least two (2) weekends off in four (4);
- (b) Schedules will be posted no less than four (4) weeks in advance, and shall cover a four (4) week period;
- (c) No split shifts;
- (d) Regular part-time nurses will not be scheduled to work for a period of five (5) consecutive days at either Christmas and/or New Year's except in areas which are not normally required to work on weekends and statutory holidays. The period at Christmas includes Christmas Eve evening, Christmas Day and Boxing Day. The period at New Year's includes New Year's Eve evening and New Year's Day;
- (e) Nurses will not be scheduled to work more than seven (7) consecutive days;
- (f) The scheduling objectives will not operate during the period from December 15th to January 15th;
- (g) No less than two (2) consecutive shifts shall be scheduled off between tour changes;
- (h) Subject to the approval of the immediate supervisor, or the Director of Nursing or designate, nurses may be allowed to trade days off on their own, providing that such a request is submitted in writing in advance of the change and mutually signed by the nurses involved in the change;

(i) A nurse who requests permanent afternoon or night shifts may be granted such request by mutual agreement between the nurse and the Hospital;

(j) Any of the above may be waived by mutual agreement.

G-3 The Hospital recognizes the desirability of fifty percent (50%) of a nurse's time being spent on the day shift; however, where this is not possible, nurses who normally rotate shall be assigned shifts on an equitable basis.-

G-4 Definition of a Weekend

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 tour until the commencement of the Monday day tour.

G-5 An afternoon or night tour shall be any tour which commences or ends between 1500 and 0700 hours or such other hours as may be mutually agreed to.

G-6 The first shift of the day shall be the night shift.

G-7 A regular part-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and additional, if any, consecutive and subsequent weekend, save and except where:

(a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or

(b) such nurse has requested weekend work, or

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

G-8 Proposed changes to master schedule/rotation will be discussed at the Joint Hospital Association Committee Meeting prior to implementation.

ARTICLE H - VACATIONS

H-1 Vacation pay shall be paid on separate pay cheques.

H-2 For purposes of scheduling time off in lieu of vacation.

Part-time nurses shall be entitled to time off based on the number of tours worked and the following formula:

Less than 4500 hours - 3 weeks

4507.5 hours to 25,500 - 4 weeks

- 25,507.5 to 37,500 - 5 weeks.
- 37,507.5 or more - 6 weeks

- H-3 It is understood and agreed that vacations are not necessarily continuous. However, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the needs of the Hospital and on the basis of the convenience of the nursing department.
- H-4 All vacation requests are to be submitted to the Director of Nursing in writing on the appropriate Hospital form. Vacation preference for vacation during June, July and August, will be submitted by April 15th and vacation lists will be posted by May 15th. Other requests will be considered and will be granted insofar as is practicable.
- H-5 Nurses shall be given preference with respect to their vacation periods in accordance with seniority.

ARTICLE I - PAID HOLIDAYS

- I-1 For purposes of Article 15.01 of this Agreement the following are referred to listed holidays in the full-time Agreement.

New Year's Day	August Civic Holiday
2 nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Remembrance Day
	(Effective April 1, 1989)

- I-2 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- I.3 Subject to I-3 of the full-time agreement and subject to the staffing needs of the Hospital, where a nurse is scheduled to work on a weekend which is in conjunction with a paid holiday which falls on a Friday or a Monday, the Hospital will endeavour to schedule the nurse to work on the holiday. Similarly, where a nurse is scheduled off work on a weekend which is in conjunction with a paid holiday which falls on a Friday or a Monday, the Hospital will endeavour to schedule the nurse off on the holiday.

ARTICLE J - BULLETIN BOARDS

J-1 The Hospital will provide bulletin board space in the nurses' lounge for the purpose of posting notices regarding meetings and other Association matters. All such notices, other than notices of meetings, must be signed by a member of the Association Executive.

ARTICLE K - SICK LEAVE:

K-1 Nurses must advise their immediate supervisor or the Director of Nursing of their inability to work due to illness prior to the scheduled time of their tour.

ARTICLE L - COMMITMENT - REGULAR PART-TIME

L-1 A regular part-time nurse will be required to sign a "commitment form" which will contain the following conditions:

1. Available to work at least four (4) tours in a two (2) week period.
2. Available to work two (2) weekends out of four (4).
3. Available to work two (2) of the three (3) tours.
4. Available to work twelve (12) months of the year with time off in lieu of vacation, in accordance with Article H-2.
5. Available to work either the Christmas period (including Christmas Eve, Christmas Day and Boxing Day) or the New Year's period (including New Year's Eve and New Year's Day).

L-2 Additional shifts shall be offered to the regular part-time nurses assigned to the unit up to their commitment before being offered to casual nurses. Regular part-time nurses who wish to be considered for such additional shifts shall so indicate to their nurse manager in writing on a periodic basis as stipulated by the Hospital. The Hospital shall endeavour to assign such additional shifts as equitably as possible. It is recognized that the Hospital shall not be required to assign any hours which may result in overtime premium pay.

ARTICLE M - PRE-PAID LEAVE PLAN

M-1 It is agreed that the maximum number of nurses that may be off work on Pre-Paid Leave shall be one (1) full-time nurse and one (1) part-time nurse in any given year.

ARTICLE N - JOB SHARING

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

1. Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse of the Unit.
3. The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

6. Coverage:

(a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover 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.

7. Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.

8. An 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.

9. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

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

ARTICLE 0 - MODIFIED WORK/RETURN TO WORK

O-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 a nurse goes on L.T.D.

O-2 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 member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

7-3

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 P - OCCUPATIONAL HEALTH & SAFETY

P-1 The Hospital, with the nurse's written consent, will inform the Association, within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.

The Hospital will consider requests for reimbursement for damages incurred to the nurses' personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her work.

Dated at Port Perry, Ontario, this 15th day of March, 1995.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Margaret Morrison
[Signature]
[Signature]

Sueley Mednick OSA
Beverly Brown
Christine Cuff
[Signature]