

SOURCE	O.N.A.		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	32		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT

BETWEEN

THE WHITBY GENERAL HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

FULL-TIME

April 1, 1988 - March 31, 1991

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APPENDIX 3

WHITBY GENERAL HOSPITAL

Registered Nurse

	<u>April 1, 1988</u>		<u>April 1, 1989</u>		<u>April 1, 1990</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2575.55	15.85	2627.06	16.17	2732.14	16.81
After 1 year	2673.38	16.45	2766.95	17.03	2877.63	17.71
After 2 years	2715.06	16.71	2810.09	17.29	2922.49	17.98
After 3 years	2763.67	17.01	2860.40	17.60	2974.82	18.31
After 4 years	2825.96	17.39	2931.93	18.04	3049.21	18.76
After 5 years	2881.64	17.73	2989.70	18.40	3109.29	19.13
After 6 years	2944.28	18.12	3054.69	18.80	3176.88	19.55
After 7 years	3013.88	18.55	3126.90	19.24	3251.98	20.01
After 8 years			3173.80	19.53	3300.75	20.31
After 9 years					3350.26	20.62

Senior Team Leader

Start	2710.77	16.68	2764.99	17.02	2875.59	17.70
After 1 year	2807.05	17.27	2905.30	17.88	3021.51	18.59
After 2 years	2850.81	17.54	2950.59	18.16	3068.61	18.88
After 3 years	2901.85	17.86	3003.41	18.48	3123.55	19.22
After 4 years	2967.25	18.26	3078.52	18.94	3201.66	19.70
After 5 years	3025.73	18.62	3139.19	19.32	3264.76	20.09
After 6 years	3091.50	19.03	3207.43	19.74	3335.73	20.53
After 7 years	3164.57	19.47	3283.24	20.20	3414.57	20.01
After 8 years			3332.49	20.51	3465.79	21.33
After 9 years					3517.78	21.65

Co-ordinator

Start	2833.11	17.43	2889.77	17.78	3005.36	18.49
After 1 year	2940.72	18.10	3043.65	18.73	3165.40	19.48
After 2 years	2986.56	18.38	3091.09	19.02	3214.73	19.78
After 3 years	3040.04	18.71	3146.44	19.36	3272.30	20.14
After 4 years	3108.55	19.13	3225.12	19.85	3354.12	20.64
After 5 years	3169.81	19.51	3288.68	20.24	3420.22	21.05
After 6 years	3238.71	19.93	3360.16	20.68	3494.57	21.51
After 7 years	3315.26	20.40	3439.58	21.17	3577.16	22.01
After 8 years			3491.17	21.48	3630.82	22.34
After 9 years					3685.28	22.68

Graduate Nurse

Graduate nurses shall be paid at rates seventy dollars (\$70.00) less than the rates paid to Registered Nurses at equivalent levels on the grid.

ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses, including co-ordinators, employed in a nursing capacity by the Whitby General Hospital, save and except the Nurse Managers, persons above the rank of Nurse Managers, and persons regularly employed for not more than twenty-four (24) hours per week.
- A.2 The word "nurses", when used throughout this agreement shall mean persons included in the above-described bargaining unit.
- A.3 Wherever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires. Where the singular is used, it may also be deemed to mean the plural.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association recognizes that the Management at the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain within 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, classify, transfer, promote, demote, lay off, re-call and suspend or otherwise discipline nurses provided that a claim by a nurse that she has been discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) establish, alter and enforce rules and regulations to be observed by the nurses;

- (d) determine all work procedures, the kind and location of equipment to be used, methods to be **used**, the allocation and number of **nurses required** from time to time, the services to be performed, standards of performance of all employees, work assignments, the hours of work, and **all** other rights and responsibilities of Management, not specifically modified elsewhere in this Agreement.

**B.2** The Hospital recognizes that the rights described in this Article shall be exercised in **a** manner consistent with **all** provisions of this Agreement.

#### ARTICLE C - DEFINITION AND GRADUATE NURSES

C.1 The pre-determined basis upon which the commitment to be available referred to in Article 2.04 requires that the regular part-time nurse comply with the following requirements:

- (i) that she work **a** minimum of every other weekend; and
- (ii) that she be available to work at least two (2) different shifts.

#### ARTICLE D - ASSOCIATION SECURITY

D.1 The interview of newly hired nurses as required by Article 5.06 will take place during the Hospital's orientation period of the new employee and shall not exceed fifteen (15) minutes.

#### ARTICLE E - REPRESENTATION AND COMMITTEES

##### E.1 Nurse Representatives

- (a) As provided for in Article 6.01 (a) there shall be five (5) nurse representatives, including full-time and part-time nurses, from different areas of the Hospital.

The following are the nursing units in the Hospital:

- 1 Emergency
- 1 OR/ Recovery
- 1 2A**
- 1 Full-time representative for 3A and 3B
- 1 Part-time representative for 3A and 3B

There shall be no more than one (1) nurse representative for each unit as identified above, with no more than two (2) representatives from any one area.

**E.2**      Grievance Committee

As provided for in Article 6.01 (b), there shall be a Grievance Committee composed of no more than three (3) nurses, including full-time and part-time nurses.

**E.3**      Negotiating Committee

As provided for in Article 6.03 (a), there shall be a Negotiating Committee composed of no more than three (3) nurses, including full-time and part-time nurses.

**E.4**      Hospital-Association Committee

As provided for in Article 6.02 (a), in addition to the Local President, two (2) nurses may be appointed to act on behalf of the Local Association along with an equal number of representatives from the Hospital.

**E.5**      The Association will provide the Employer with the names of its representatives and any changes thereto.

**E.6**      A list of representatives of the Association will be posted on all units within the Hospital.

ARTICLE F - SENIORITY

**F.1**      The posting and filing with the Association of the seniority list for full-time/part-time nurses, as provided for in Article 10.02, shall be in September and March of each year. In addition, an up-to-date seniority list shall be provided wherever there is a lay-off in excess of five (5) consecutive tours. The lists shall be posted inside the locker room as well as one filed with the Association.

ARTICLE G - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

**G.1**      When a written request as provided for in Article 11.02 is made by the Association, the Hospital will grant leaves of absence for Association business subject to the following limitations:

- (i)      the total number of days for all such leaves shall not exceed twenty-five (25) days per year inclusive of both full-time and part-time bargaining units.

- (ii) No more than two **(2)** nurses shall be absent at any one time, except where otherwise provided for in this Collective Agreement.
- (iii) No more than one (1) nurse from any one area shall be absent at any one time, except where otherwise provided for in this Collective Agreement.
- (iv) The Association will provide the Hospital with four **(4)** weeks written notice of request for such leave.

#### ARTICLE H - HOURS OF WORK

H.1 The scheduling of the relief periods as provided for in Article 12.01 (b) shall be the responsibility of the Employer. The two **(2)** relief periods may be combined to one (1) relief period by the Employer.

H.2 A meal period **as** provided for in Article 12.01 (a) (i) shall be scheduled away from her unit (except in the case of an emergency) during a nurse's tour.

#### H.3 Scheduling Objectives

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules:

- (a) Nurses shall be scheduled off three **(3)** out of every six (6) weekends and no nurse shall be scheduled to work more than two **(2)** consecutive weekends. A nurse will receive premium payment, as defined in the Central Agreement for all hours worked on a third (3rd) and subsequent weekends save and except where:
  - (i) A weekend **has** been worked by the nurse to satisfy specific days off requested by such nurse: or
  - (ii) A nurse has requested such weekend work; or
  - (iii) A weekend is worked **as** the result of an exchange of shifts with another nurse.
- (b) There shall be no split tours.
- (c) A nurse will be scheduled off work for not less than five **(5)** consecutive days at either Christmas or New Year's season, except:

- (i) in areas which are not normally required to work on weekends and statutory holidays; or
- (ii) where less than five (5) consecutive days are mutually agreed by the nurse and the Hospital.

The scheduling objectives will not operate during the period December 15th to January 15th. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day, unless otherwise mutually agreed. The Hospital will post that schedule six (6) weeks in advance.

Nurses will be scheduled on a rotating basis to work Christmas or New Year's; subject to maintaining adequate and qualified staffing.

- (d) Nurses will not be scheduled to work more than seven (7) consecutive tours, unless mutually agreed to by the nurse and the Hospital.
- (e) The Hospital will endeavour to minimize the number of split days off scheduled in a rotation.
- (f) Schedules will be posted two (2) weeks in advance for a six (6) week period.
- (g) Requests for changes in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange days off or tours. Such change in tour initiated by the nurse and approved by the Hospital shall not result in any overtime payment to either nurse. The Hospital will make every reasonable attempt to grant such request.
- (h) Nurses shall not be required to change tours more than once during a work week.
- (i) The Hospital shall endeavour to equitably distribute shift work amongst nurses in a unit within the same shift rotation.
- (j) There shall be a minimum of sixteen (16) hours between changes of tour, unless the Hospital and nurse mutually agree otherwise.
- (k) The Hospital shall schedule at least forty-eight (48) hours off following the completion of a night tour, unless mutually agreed otherwise.



**H.4**

Weekends

A weekend consists of fifty-six **(56)** consecutive hours off work during the period following the completion of the Friday day or evening tour until the commencement of the Monday day tour.

**H.5**

Extended Tours

(a) Extended tours shall be introduced into any unit when:

(i) eighty percent **(80%)** in the unit **so** indicate by secret ballot, and

(ii) the Hospital agrees to implement extended tours which agreement may not be withheld except for reasons including but not limited to:

- economics
- adverse effects on patient care
- the Hospital's inability to provide a workable staffing schedule.

In no case shall the Hospital's agreement be arbitrarily or unreasonably withheld.

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

(i) fifty percent **(50%)** of the nurses in the unit so indicate by secret ballot; or

(ii) the Hospital determines to do **so** for reasons including but not limited to:

- economics
- adverse effects on patient care
- the Hospital's inability to provide a workable staffing schedule.

In no case shall the Hospital's determination be made in an arbitrary or unreasonable manner.

(c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:

- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (ii) where it is determined that the extended tours are to be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

ARTICLE I - PAID HOLIDAYS

I.1 The paid holidays provided for in Article 15.01 shall be the following:

New Year's Day	Labour Day
2nd Monday in February	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	2nd Monday in November
Civic Holiday	

Effective April 1, 1989, the twelfth (12th) paid holiday will be the second (2nd) Monday in June.

I.2 Lieu days as provided for in Article 15.06 shall be taken within sixty (60) days, before or after the holiday, on a day mutually agreed to by the nurse and her immediate supervisor.

I.3 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

I.4 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, she will be scheduled to work on the holiday where possible. 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 Monday, she will be scheduled off on the holiday where possible.

ARTICLE J - VACATIONS

J.1 (a) Vacations may be taken at any time within the vacation year (between June 1st and May 31st), except not between December 15th and January 15th, that is mutually acceptable to the parties. Vacations are not cumulative and cannot be carried over to the next vacation year.

- (b) (i) A vacation request form shall be posted in each unit by January 31st of each year. Each nurse should request her vacation by March 31st. Requests for vacation shall be submitted in writing. Vacation schedules for the summer period should be posted by May 15th.
- (ii) In the event of scheduling conflicts resulting from requests submitted in accordance with the provisions of Article J.1 (b) (i), seniority shall govern.
- (c) All Vacation requests made after March 31st shall be made in accordance with the following provisions:
  - (i) Such requests must be in writing and made at least four (4) weeks prior to the time when the vacation is required.
  - (ii) In cases of conflict where a request is made after March 31st, vacations will be scheduled on a first come/first serve basis.
- (d) Nurses shall be entitled to no more than three (3) consecutive weeks of vacation at one (1) time. (Exception: no more than two (2) consecutive weeks in July and August). Notwithstanding the foregoing, the Hospital agrees to give consideration to individual requests for more than three (3) weeks in special circumstances. Such requests shall not be unreasonably denied.
- (e) The present practice of limiting the number of nurses on vacation from a particular area at any one (1) time shall be continued as follows:
  - (i) Operating Room - not more than one (1) Registered Nurse both full-time and part-time;
  - (ii) Emergency - not more than two (2) Registered Nurses both full-time and part-time;
  - (iii) 3A and 3B - not more than two (2) full-time and two (2) part-time for a total of four (4) Registered Nurses from either unit;
  - (iv) 2A - up to two (2) Registered Nurses, including full-time and part-time, subject to the vacation scheduling of other employees on the unit.

Requests for vacation which exceed the limits specified above, shall be considered by the Hospital and, subject to staffing requirements, shall not be unreasonably denied.

- J.2 A week of vacation shall be defined as seven (7) consecutive calendar days, which includes five (5) vacation days and two (2) days off.
- J.3 When a nurse's schedule is changed while she is off work on vacation the Hospital shall endeavour to advise the nurse of such change.
- J.4 The Hospital agrees to provide the nurse with the weekend off preceding and immediately following a vacation period once during each year.
- J.5 Single vacation days or multiples thereof may be taken where requested in writing and approved by Management. Such requests shall not be unreasonably denied.

#### ARTICLE K - BULLETIN BOARD

- K.1 The Hospital will provide a bulletin board 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 either the Executive Director, Assistant Executive Director Patient Services, or Director of Human Resources prior to being posted.

#### ARTICLE L - MISCELLANEOUS

- L.1 Time off in lieu of overtime pay pursuant to Article 14.09 must be taken within sixty (60) days of the working of such overtime. Such time off must be taken at a time mutually agreed to by the Hospital and the nurse.
- L.2 A copy of this Agreement, in a mutually agreed upon form, will be issued to each nurse now employed and as employed. The cost of the reproduction of the Collective Agreement shall be borne equally by the parties.
- L.3 Pre-paid Leave  
The number of nurses that may be absent at any one time as provided for in Article 11.11 (c) will be one nurse per unit (inclusive of full-time and part-time bargaining units).

## ARTICLE M - JOB-SHARING

### M.1 Purpose

The job sharing program has been developed to:

1. Provide part-time staff with a rotation which has regular, consistent hours.
2. Provide the Hospital with well qualified staff who are unable to make a full-time commitment.

### M.2 Introduction and Discontinuance

The introduction of a job sharing arrangement in a nursing unit will be subject to mutual agreement between the Association and the Hospital. However, the Hospital shall have the right to determine the number of job sharing arrangements on any unit at one time.

The initial job sharing arrangement will be trialed for a period of three (3) months and the experience reviewed by the Association and the Hospital. If, at the end of the three month period, the Hospital and/or nurse(s) wish to terminate a job sharing arrangement, it shall be terminated immediately. If this occurs, the position will revert to a full-time position and both nurses will revert to their former status.

When a job sharing arrangement has been in place beyond the trial period, either party may discontinue the job sharing arrangement with 60 days' notice. Upon receipt of such notice, a meeting shall be held between the parties within 15 days to discuss the discontinuance. It is understood that at such meeting reasons for the discontinuance will be provided.

### M.3 Procedure

1. Staff members seeking a job sharing position must submit a written application to the relevant nurse manager.
2. Vacancies resulting from the introduction or discontinuance of a job sharing arrangement shall be posted and filled in accordance with the provisions of paragraph 3 of Article 20.01 of the Part-time Collective Agreement and 20.03 of the Full-time Collective Agreement.

3. When a full-time nurse who occupies the position that is to be changed to a job sharing arrangement elects to be classified as a regular part-time nurse for that job sharing arrangement, her position will not be posted but the other regular part-time position constituting the job arrangement will be posted.
4. The job sharers will submit their mutually agreed upon schedule to the senior team leader six (6) weeks prior to the posting of the regular time sheet.
5. Where a job sharer has requested that permanent extra weekends be incorporated into their rotation and this is done, staff members shall be required to give 60 days' notice prior to the withdrawal of such weekend from their schedule.

M.4 Schedules will conform with Article H of the full-time Collective Agreement.

M.5 Each nurse in a job sharing arrangement will be scheduled off work for not less than (5) consecutive days at either Christmas or New Year's season subject to the exceptions set out in Article H.3 (c) (i) and (ii) of the full-time Collective Agreement.

Signed at Whitby, Ontario this 23 day of Nov, 1988.

FOR THE HOSPITAL

[Signature]  
[Signature]  
 Chairman  
[Signature]  
[Signature]

FOR THE ASSOCIATION

[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

WHITBY GENERAL HOSPITAL

- AND -

ONTARIO NURSES' ASSOCIATION

It is agreed that when the Hospital gets its new computer system set up, it will have a more detailed pay system set up.

The Hospital will endeavour to include and address in this more detailed pay system the various concerns raised by the Association during the 1988-1990 round of bargaining.

Dated at WHITBY, ONTARIO this 23<sup>rd</sup> day of November 1988.

FOR THE ASSOCIATION

Margaret  
Bunda & Murray  
Debbie White  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER

[Signature]  
[Signature]  
Chairman  
Saunders Calder  
Rena A. Tuck  
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