

8438

SOURCE	Hosp.		
EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	22		
NOMBRE D'EMPLOYÉS	22		

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APPENDIX 5

LOCAL ISSUES

BETWEEN

LOUISE MARSHALL HOSPITAL, MOUNT FOREST
[hereinafter referred to as the "Hospital"]

- AND -

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

PART-TIME:

LOUIS02.P96

08438(03)

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APPENDIX 5

LOCAL ISSUES

ARTICLE A - RECOGNITION

- A - 1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Louise Marshall Hospital in Mount Forest, regularly employed for not more than twentyfour (24) hours per week, save and except Co-ordinators and persons above the rank of Co-ordinator.
- A - 2 The word "nurses" when used in this Agreement shall mean persons included in the Bargaining Unit as set out in clause A - 1.
- A - 3 "Co-ordinator" when used in this Agreement shall mean persons excluded from the Bargaining Unit as set out in clause A - 1.

ARTICLE B - MANAGEMENT RIGHTS

- B - 1 The Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
 - (b) hire, promote, demote, transfer, discipline or suspend employees, to discharge any employee for just cause, provided that a claim by an employee: that the discipline, suspension or discharge was without just cause may be: the subject of a grievance and dealt with as hereinafter provided;
 - (c) operate and manage its operation in accordance with its commitments and responsibilities, decide on the number of employees needed, establish job classifications, the schedule of work, decide on regular and overtime assignments of work, work methods, the extension, curtailment or cessation of operations and the right to set standards of performance.

- B - 2 The Hospital will not exercise its rights or make or enforce regulations in a manner contrary to the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

- C - 1 Part-time nurses shall be represented in accordance with the provisions of Appendix 5 - Article C of the Full-Time Nurses' Agreement.

ARTICLE D - SENIORITY LIST

- D - 1 The seniority list as provided in Article 10.02 will be filed with the Association and posted on the Association bulletin board in January and June of each year.

ARTICLE E - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

- E - 1 **As** provided for in the Central Agreement, the cumulative total leave of absence for Association business shall be forty (40) days (including both full-time and part-time nurses) during the calendar year subject to the following conditions:
- (a) The Association will notify the Hospital, in writing, at least two (2) weeks in advance of the requested leave.
 - (b) No more than three (3) nurses shall be absent at any one (1) time.
 - (c) The granting of leave shall be subject to the staffing requirements of the Hospital. The Hospital shall not be unreasonable in denying a request on this basis.

ARTICLE F - SCHEDULING REGULATIONS

- F - 1 The Hospital agrees to maintain the following regulations in the formation of working schedules for nurses employed on a seven and one-half (7½) hour tour rotation and required to rotate:
- (a) The day shift will be the first shift of the day.

- (b) Nurses will not be scheduled to work more than seven (7) consecutive tours. If a nurse is scheduled to work the night tour, she shall not be scheduled to work more than six (6) consecutive nights.
- (c) Work schedules will be posted four (4) weeks in advance and cover a four (4) week period;
- (d) No split shifts.
- (e) The Hospital will endeavour to schedule every second [2nd] week-end off but will schedule no less than two (2) week-ends in four (4). A nurse shall be paid in accordance with Article 14.03 of the Collective Agreement for all hours worked on the third [3rd] and subsequent week-ends worked until she receives a week-end off.
- (f) Request for change in posted time schedules shall be arranged by the nurse and the nurse willing to exchange days off or tours of duty and shall be subject to the approval by the Hospital. Such approval shall not be unreasonably denied. In any event, it is understood that such a tour of duty initiated by the nurse shall not result in overtime compensation.
- (g) The regular schedule shall provide a minimum of twenty-four (24) hours between the starting time of one (1) scheduled shift and the starting time of the next scheduled shift when changing shifts.
- (h) The regular schedule shall provide for a minimum of forty-seven (47) hours time off when the tour of duty is changed following night duty.
- (i) A weekend is defined as being 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;
- (j) A part-time nurse who requests to work a specific tour (except on day tour) on a permanent basis shall be granted such request whenever possible. Nurses presently working permanent shifts shall continue to do so unless the nurse requests to rotate.
- (k) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's except in areas which are not normally required to work on weekends and paid holidays. Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing

Day and time off at New Year's shall include New Year's Eve and New Year's Day. The normal scheduling conditions shall be waived between December 15th and January 8th to accommodate this special arrangement.

- (l) Nurses shall alternate having Christmas and New Year's off each year.
- (m) A Nurse will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked not in compliance with the above regulations.
- (n) The above scheduling regulations may be waived upon the agreement of a nurse or group of nurses and the Hospital.

Where it is necessary to waive these provisions to accommodate a newly developed scheduling pattern the Employment Relations officer will be involved in any agreement.

- (o) Nurses may request to work two (2) shifts, e.g. days and evenings or days and nights. Such requests will not be unreasonably withheld. The day shifts available shall be divided equitably amongst the regular part-time nurses.
- (p) All work available on a unit at the time the initial shift schedule is posted will be distributed as equitably as possible amongst the regular part-time nurses assigned to that unit. For clarity, the Emergency Room/Operating Room Department is considered to be a separate unit for assignment of scheduled time on the day shift only.

All regular part-time nurses will be scheduled up to their commitment before any casual part-time nurses are utilized.

Additional tours which subsequently become available will be offered to regular part-time nurses on the unit on the basis of seniority and availability up to their commitment before being offered to casual part-time nurses, provided that such tours do not result in overtime or premium payment.

When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering to casual nurses, subject to the following:

- 1) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
 - 2) **A** tour will be deemed to be offered whenever a call is placed.
 - 3) It is understood and agreed that the Hospital will not be required to offer tours which would result in overtime or premium pay and that acceptance of such tours will not result in it change in status from regular part-time to full-time.
 - 4) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
 - 5) Provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice.
- q) For the purposes of clarity, the shift premium as specified in Article 14.10/14.09 of the Central Agreement, the normal daily tours are:

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

For the purpose of clarity, the weekend premium, as specified in Article 14.15/14.14 of the Collective Agreement, will be paid for all time worked during the period 2300 hours Friday and 2300 hours Sunday.

F - 2

Introduction and Discontinuation of Extended Tours

- a) Extended tours shall be introduced for nurses when.:
- (1) eighty percent (80%) of the nurses in the full-time Bargaining Unit and eighty percent (80%) of the nurses in the part-time Bargaining Unit so indicate by secret ballot; and
 - (2) the Hospital agrees to implement the extended tour; such agreement shall not be withheld in an unreasonably arbitrary manner.

- b) Extended tours may be discontinued in any event when:
- (1) fifty percent (50%) of the nurses in the two (2) Bargaining Units so indicate by secret ballot; or
 - (2) the Hospital because of:
 - i) the criteria as attached to the Agreement;
 - ii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When written notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
- 1) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - 2) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- d) There will be an ongoing evaluation of the extended tour program.

It is understood that the implementation of extended tours will be on a trial period for six (6) months. At the completion of the trial period, a second [2nd] vote will be taken in accordance with F - 2 (a).

F - 3 Where nurses wish to work Extended Tours, the terms will be negotiated prior to implementation. All premiums contained in Article 14 will apply.

F - 4 Four (4) Hour tours,

- a) The Hospital will endeavour to keep the number of four (4) hour shifts to a minimum.
- b) There shall be an equitable distribution of such tours among the part-time nurses in each unit.

ARTICLE G - PAID HOLIDAYS

G - 1 In accordance with Article 15.01 of the Collective Agreement, the paid holidays are as follows:

New Year's Day	Civic Holiday
Heritage Day (2nd Mon. in Feb)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2nd Monday in November
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

G - 2 The Employer shall endeavour to schedule nurses such that nurses scheduled on a paid holiday shall also be scheduled to work the weekend of the paid holiday and nurses who are scheduled off on paid holiday shall also be scheduled off on the weekend.

G - 3 The Hospital will endeavour to schedule each nurse to work no more than four (4) holiday weekends in each year, exclusive of the Christmas and New Year's period.

G - 4 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 work performed on a holiday for the full period of the tour.

ARTICLE H - VACATIONS

H - 1 In accordance with Article 16.01 of the Collective Agreement, all nurses shall be entitled to vacations with pay based on length of service with the Hospital as of June 30th of each year.

H - 2 It is understood and agreed that the Hospital will give every consideration to the nurse's preference as to the timing of their vacation, but of necessity, the Hospital must reserve the right to the final decision as to the scheduling of vacation.

H - 3 Vacation lists for the period May 15th to November 14th shall be posted no later than March 1st each year and shall remain posted for the period of one (1) month and then withdrawn. Finalized vacation schedules will be posted one (1) month later. All vacation periods will be arranged with the Director of Patient Care Services or delegate with consideration being given to the nurse's preference on a seniority basis and to the needs of the area. The Hospital shall not be unreasonable in denying a request for vacation on the basis of the needs of the

area.

- H - 4 Vacation lists for the period November 15th to May 14th shall be posted no later than September 1st each year and shall remain posted for the period of one (1) month and then withdrawn. Finalized vacation schedules will be posted one (1) month later. All vacation periods will be arranged with the Director of Patient Care Services or delegate with consideration being given to the nurse's preference on a seniority basis and to the needs of the area. The Hospital shall not be unreasonable in denying a request for vacation on the basis of the needs of the area.
- H - 5 Request for vacation received, in writing, by the Director of Patient Care Services or delegate following the withdrawal of the vacation lists will be considered in the order in which they are received. It is understood that first consideration will be given to nurses who have indicated their preference for vacation on the vacation list prior to it being withdrawn.
- H - 6 The Hospital shall continue its practice of paying vacation pay in each pay cheque.
- H - 7 There will be no vacation carry over, except by mutual consent.
- H - 8 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation, if the schedule has not been posted for such date.

ARTICLE I- MISCELLANEOUS

- I - 1 The Hospital will provide a bulletin board for the purpose of posting of notices by the Association. Such notices must be submitted to and approved by the Administrator or his designate, prior to posting. Such approval will not be unreasonably withheld.
- I - 2 a) The Hospital will notify the Local Executive Officer of the names of all nurses off work, if a nurse is off work, due to a work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on L.T.D.
- b) When it has been medically determined that an employee is unable to return to 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

circumstance;; 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.

I - 3 Any error in pay cheques amounting to seven point five (7.5) hours or more in pay shall be paid by separate cheque as soon as possible after notification unless waived by the affected nurse. Errors of less than seven point five (7.5) hours pay shall be corrected on the next pay cheque.

I - 4 Uniforms

The Hospital will continue its practice of providing and laundering scrub uniforms to all nurses assigned to the operating room, recovery room, delivery room, emergency and to nurses whose uniforms are soiled.

ARTICLE J - PRE-PAID LEAVE PLAN

J - 1 The number of nurses that may be absent at any one time under this plan is a maximum of two (2) nurses from both the full-time and part-time units combined.

ARTICLE K - PART-TIME COMMITMENT

K - 1 In accordance with Article 2.04, the regular part-time commitment shall be:

- a) To work at least two (2) scheduled weekends in four (4).
- b) To work all three (3) scheduled day, evening or night shifts, except for those nurses permanently employed on specific shifts.
- c) To be available for at least three (3) scheduled tours per week.
- d) To be available to work as scheduled over either Christmas or New Year's subject to Article F - 1 (k).

ARTICLE L - JOB SHARING

L - 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:

- a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- b) 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 Director of Patient Care Services or delegate.
- c) The above schedules shall conform with the scheduling provisions of the Full.-Time Collective Agreement.
- d) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement. In any event, it is understood that the tour of duty initiated by the nurses shall not result in premium compensation.
- 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.
- f) Coverage:
 - 1) 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 Patient Care Co-ordinator or delegate, must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - 2) 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 Director of Patient Care Services or her delegate, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

g) Implementation:

- 1) 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 Agreement.
- 2) 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.
- 3) 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.

h) 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,

- i) 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.

SIGNING PAGE - LOCAL ISSUES

DATED AT MOUNT FOREST, ONTARIO, THIS ___ DAY OF _____, 1996.

FOR THE EMPLOYER:

[Handwritten Signature]
M. Landon

FOR THE ASSOCIATION:

[Handwritten Signature]
Employment Relations Officer
[Handwritten Signature] 96.4.10
[Handwritten Signature] 96.4.10
Lynnda Dewar Reyn 96.4.10

LETTER OF UNDERSTANDING

BETWEEN

LOUISE MARSHALL HOSPITAL, MOUNT FOREST
[hereinafter referred to as the "Hospital"]

- AND -

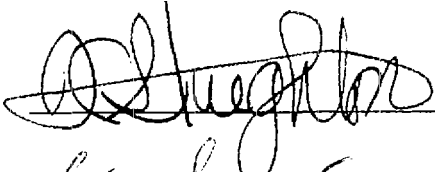
ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

RE: PERMANENT CHARGE NURSE

As long as the Hospital has assigned a permanent charge nurse to E.O.R., C.S.R., O.R., and Obstetrics, she shall receive a differential of one dollar and twenty cents (\$1.20) per hour.

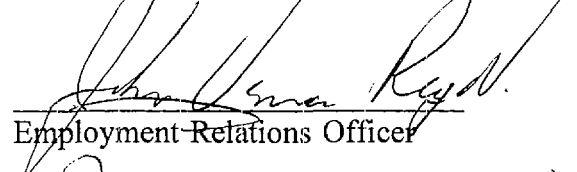
RENEWED IN MOUNT FOREST, ONTARIO, THIS __ DAY OF _____, 1996.

FOR THE HOSPITAL:



140 [unclear]

FOR THE ASSOCIATION:



Employment Relations Officer
Jan [unclear] 96 Apr 10/96

96-4-10
Hinda Dewar Rep 96-4-10

L 19

CRITERIA FOR
ASSESSMENT OF EXTENDED TOURS

For a trial period of sixteen (16) weeks.

Assessment to be made at the end of eight (8) and sixteen (16) weeks.

ASSESSMENT

to include:

- Standards of patient care
- Medication errors
- Incident reports
- Absenteeism
- Overtime
- Scheduling - incidents and problems incurred with relief staffing
- Attendance at in-service education sessions in on duty and off duty time.
- Turnover rate and reasons
- Individual evaluations
- Tabulation of comments from patients, physicians, and other Hospital departments.

All other conditions contained in the Collective Agreements (Full-Time and Part-Time) will remain in force and effect.

LETTER OF UNDERSTANDING

BETWEEN

LOUISE MARSHALL HOSPITAL, MOUNT FOREST
[hereinafter referred to as the "Hospital"]

- AND -

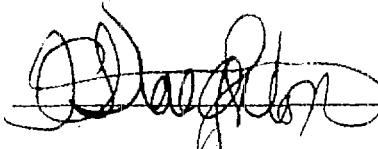
ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

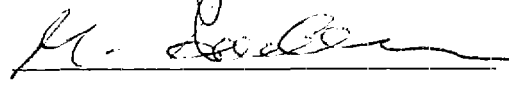
RE: ASSOCIATION BUSINESS LEAVE DAYS

The parties agree to waive the inclusion of the Association Business Leave Days granted to Ms. Virginia Byers to attend Legislative Committee business for the duration of this Collective Agreement.

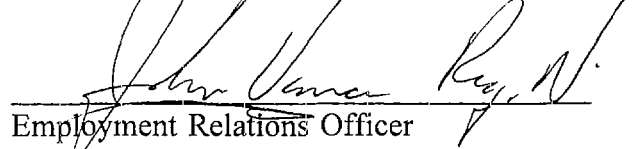
DATED AT MOUNT FOREST, ONTARIO, THIS ____ DAY OF _____, 1996.

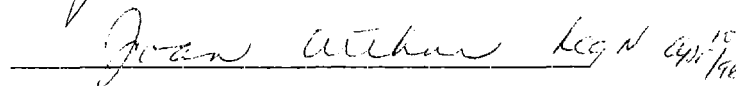
FOR THE EMPLOYER:

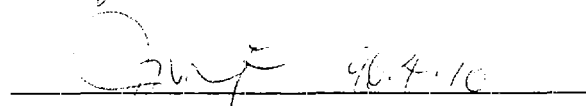


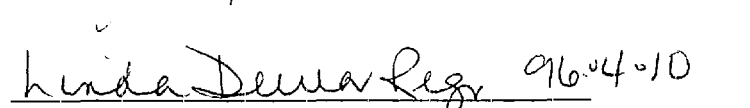


FOR THE ASSOCIATION:



Employment Relations Officer





_____ 96.04.10