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EFF.	93	04/01
TERM.	96	03/31
No. OF EMPLOYEES	16	
NOMBRE D'EMPLOYÉS	16	

**COLLECTIVE AGREEMENT**

**Between :**

**ALEXANDRA HOSPITAL, INGERSOLL**  
 (hereinafter referred to as "the Hospital")

**And :**

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

NOV 10 1995

**Expiry Date: March 31, 1996**

ALEXA02.C96

C8529(03)

FULL-TIME

COLLECTIVE AGREEMENT

Between :

ALEXANDRA HOSPITAL, INGERSOLL  
(hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: March 31, 1996

DATED AT London, ONTARIO, THIS 21st DAY OF September 1995.

FOR THE HOSPITAL

Angela Blair

W. J. Hester

Dianne Klingenberg

\_\_\_\_\_

FOR THE ASSOCIATION

Dorisa Alexander  
Employment Relations Officer

Kathleen Ellis

Phyllis Mackay

Fat Milke

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APPENDIX 3  
SALARY SCHEDULE

Full-time Registered Nurses

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
<u>Effective April 1, 1993</u>		
Start	\$17.10	2778.75
1 year	18.00	2925.00
2 years	18.75	3046.88
3 years	19.78	3214.25
4 years	20.80	3380.00
5 years	21.83	3547.38
6 years	23.11	3755.38
7 years	24.39	3963.38
8 years	25.67	4171.38
9 years	26.96	4381.00
<u>Effective January 1, 1994</u>		
Start	\$17.38	2824.25
1 year	18.28	2970.50
2 years	19.03	3092.38
3 years	20.06	3259.75
4 years	21.08	3425.50
5 years	22.11	3592.88
6 years	23.39	3800.88
7 years	24.67	4008.88
8 years	25.95	4216.88
9 years	27.24	4426.50
<u>Effective January 1, 1995</u>		
Start	17.66	2869.75
1 year	18.56	3016.00
2 years	19.31	3137.88
3 years	20.34	3305.25
4 years	21.36	3471.00
5 years	22.39	3638.38
6 years	23.67	3846.38
7 years	24.95	4054.38
8 years	26.23	4262.38
9 years	27.52	4472.00

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Effective January 1, 1996

Start	17.94	2915.25
1 year	18.84	3061.50
2 years	19.59	3183.38
3 years	20.62	3350.75
4 years	21.64	3516.50
5 years	22.67	3683.88
6 years	23.95	3891.88
7 years	25.23	4099.88
8 years	26.51	4307.88
9 years	27.80	4517.50

Graduate Nurses

<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
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Effective April 1, 1993

Start	16.76	2723.50
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Effective January 1, 1994

Start	17.04	2769.00
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Effective January 1, 1995

Start	17.31	2812.88
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Effective January 1, 1996

Start	17.58	2856.75
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**APPENDIX 4**  
**SUPERIOR CONDITIONS**

**Non-applicable**

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ALEXANDRA HOSPITAL, INGERSOLL

**- and -**

ONTARIO NURSES' ASSOCIATION

**Full-time**

APPENDIX 5

LOCAL ISSUES

ARTICLE A - RECOGNITION

ARTICLE B - MANAGEMENT RIGHTS

ARTICLE C - REPRESENTATIVE AND COMMITTEES

ARTICLE D - ASSOCIATION INTERVIEW

ARTICLE E - SENIORITY LIST

ARTICLE F - LEAVE **FOR** ASSOCIATION BUSINESS

ARTICLE G - SCHEDULING

ARTICLE H - HOLIDAYS

ARTICLE I - VACATIONS

ARTICLE J - BULLETIN BOARD

ARTICLE K - JOB SHARING

ARTICLE L - **PRE-PAID** LEAVE PLAN

ARTICLE M - MISCELLANEOUS

**LETTERS** OF UNDERSTANDING

**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 Alexandra Hospital in Ingersoll, save and except Supervisors, persons above the rank of Supervisor, Quality Assurance/ In-Service Coordinator, Head Nurse O.R. Marilyn Dunne, Head Nurse Emergency Douglas Courneya, and persons employed for not more than twenty-four (24) hours per week.

**ARTICLE B - MANAGEMENT RIGHTS**

B-1 The management of the Hospital and the direction of the working forces therein are fixed exclusively with the Hospital except as specifically limited by the provisions of this Agreement. Without limiting 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, direct, classify, transfer, promote, demote, layoff, recall, discharge, suspend or otherwise discipline nurses provided that a claim by a nurse that she has been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as provided elsewhere in the Collective Agreement;
- c) establish, alter, and enforce reasonable rules and regulations;
- d) determine all work procedures, the kind and locations of equipment to be **used**, methods to be used, the allocation and number of nurses to be required from time to time, the services to be performed, the standards of performance of **all** employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified in this Agreement.

**ARTICLE C - REPRESENTATION AND COMMITTEES**

C-1 For the purposes of the local Committees referred to in Article 6 of the Central Agreement, members representing



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the nurses may be from either the full-time or part-time Bargaining Unit and shall represent both Bargaining Units. The Hospital will recognize:

- a) four (4) nurses as nurse representatives;
- b) a Grievance Committee of up to three (3) nurses;
- c) a Hospital-Association Committee of up to three (3) nurses;
- d) a Negotiating Committee of up to three (3) nurses.

C-2 No more than two (2) nurses will be excused from duty in any one area of the Hospital at any one time to attend to her responsibilities outlined in this Collective Agreement. However, it is understood that only one nurse from the Operating Room and one nurse from the Emergency Department will be excused from duty at any one time.

### ARTICLE D - ASSOCIATION INTERVIEW

D-1 The interview period as provided for in Article 5.06 will be scheduled at the Hospital at a mutually agreeable time during nurse's orientation period.

### ARTICLE E - SENIORITY LIST

E-1 The Hospital will provide the Association with a copy of the seniority list as provided for in Article 10.02 of the Central Agreement on January 1 and July 1 of each year.

### ARTICLE F - LEAVE FOR ASSOCIATION BUSINESS

F-1 Leaves of absence for Association business shall be granted up to a total aggregate (for both bargaining units) of thirty (30) days each calendar year, provided four (4) weeks' notice is given in writing to the Director of Human Resources from the Local President or her delegate, whenever possible, and provided no more than two (2) nurses are absent at any one time. However, it is understood that only one nurse from the Operating Room and one nurse from the Emergency Department will be excused from duty at any one time.

**ARTICLE G - SCHEDULING**

- G-1 Work schedules will take into account the following:
- a) Nurses will not be scheduled to work more than seven (7) consecutive days unless requested by the nurse involved and agreed to by the Hospital. Nurses shall be paid premium pay for all shifts worked as a result of the Hospital's failure to comply with this provision.
  - b) Shift schedules shall be posted four (4) weeks in advance and cover a four (4) week period.
  - c) A request by a nurse for a change in the posted schedule must be submitted in writing on triplicate forms, to the Nursing Office, and co-signed by the nurse willing to make the exchange, at least three days in advance of the requested change. Such request is subject to approval by the Director, Patient Care Services or her delegate, but will not be unreasonably denied. The response shall be in writing back to the nurses who requested the change within forty-eight (48) hours of the original submission of the request. Exchange of tour will not, in any event, result in premium or overtime payment by the Hospital.
  - d) In any two week period two consecutive days off will be scheduled. The remaining days off may be split.
  - e) Where a full time nurse rotates through days/evenings or days/nights, the Hospital will endeavour to schedule her so that there is an equitable distribution of day tours to evening or night tours.
  - f) Nurses presently working a permanent shift rotation shall continue to do so. If any nurse working a permanent shift wishes to rotate through the schedule, she shall indicate this desire to the Hospital. Such rotation shall commence with the next schedule or at such time as mutually agreed.
  - g) Nurses will only be scheduled to work days/evenings or days/nights unless mutually agreed otherwise.
  - h) A nurse is entitled to two (2) weekends off in any four (4) but the Hospital will endeavour to provide

nurses with one (1) weekend off in two (2). A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) consecutive and subsequent weekend save and except where:

1. Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse: or
2. such nurse has requested weekend work; or
3. such weekend is worked as a result of an exchange of tours with another nurse.

For the purpose of this section, weekend is defined as a period of fifty-six (56) consecutive hours following the Friday day tour to the Monday day tour inclusive.

If a nurse working the day and night tour is scheduled for days 0730 - 1530 hours on Friday and nights on Sunday, starting at 2330 hours Sunday night, this is considered a weekend off.

- i) At least sixteen (16) hours off will be scheduled between shift changes. At least forty-eight hours off will be scheduled following the night shift when changing the schedule to either the day shift or evening shift. Where this provision is not met, the nurse will be paid in accordance with Article 14.03 for time worked.
- j) The night shift shall be the first shift of the day.
- k) The scheduling provisions outlined above may be waived between December 18th and January 8th in order to schedule nurses off a minimum of five (5) consecutive days over Christmas or New Year's. This provision will not apply to the Operating Room.

Nurses, except Operating Room Nurses, will yearly alternate Christmas and New Year's time off. Unless otherwise requested by the nurse, time off at Christmas will include December 24th, 25th and 26th, and time off at New Year's will include December 31st and January 1st. Operating Room

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Nurses will alternate being on-call either the Christmas or New Year's period on a yearly basis.

Nurses may request either Christmas or New Year's off, subject to the alternating schedule referred to above, by October 8th of each year. The shift and on-call schedules; shall be posted by November 15th of each year in each nursing unit.

- G-2
- a) Extended tours shall be introduced into any unit when,
    - i) eighty percent (**80%**) of the nurses in the unit so indicate by secret ballot, and
    - ii) the Hospital agrees to implement extended tours. Such agreement shall not be withheld in an unreasonably arbitrary manner.
  - 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 because of
      - a) adverse effects on patient care,
      - b) inability to provide a workable staffing schedule, or
      - c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended tours in the schedule.
  - 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 will be discontinued, affected nurses shall be given sixty (**60**) days' notice before the schedules are so amended.

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**G-3**      Lieu Time Off For Overtime Worked

**Where** a nurse has chosen equivalent time off under Article **14.09**, such time off must be taken within four **(4)** pay periods at a mutually agreed upon time or payment will be made in accordance with Article 14.09, No more than ~~thirty-seven~~ and one-half (37 1/2) consecutive hours in lieu time off will be granted by the Hospital.

- G-4      a)      The weekend premium as per Article 14.15 of the Central Agreement shall be paid for all hours worked between **2330** hours Friday to **2330** hours Sunday.
- b)      For purposes of application of Central Agreement Article 14.10, the evening shift shall be defined as **1530** to **2330** hours and the night shift shall be defined as 2330 to 0730 hours.

**ARTICLE H - HOLIDAYS**

**H-1**      The days designated under Article 15.01 are:

New Year's Day - January 1  
3rd Monday in February  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day - July 1  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day - November 11  
Christmas Day - December 25  
Boxing Day - December 26

**H-2**      Where a nurse is entitled to a lieu day under Article **15.04** or **15.05**, such day off must be taken at a mutually agreeable time within thirty (30) days before or after the holiday or payment shall be made in accordance with Article 15.03.

**H-3**      Where the nurse is scheduled off on a weekend in conjunction with a paid holiday, the Hospital will schedule the nurse off on the paid holiday, unless required.

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Where the nurse is scheduled to **work** a weekend in conjunction with a paid holiday, the Hospital will schedule the nurse to work the paid holiday, if required.

**ARTICLE I - VACATIONS**

- I-1 The date for determining vacation entitlement under Article 16.01 shall be June 1st.
- I-2 Vacations shall be scheduled as follows:
- a) All requests for vacations for the period May 15th to November 14th must be submitted to the Hospital by March 31st of each year. This vacation schedule shall be posted by May 1st.
  - b) All requests for vacation for the period November 15th to May 15th must be submitted by October 1st of each year. The vacation schedule shall be posted by November 1st.
  - c) In scheduling vacation requests, preference will be given to **nurses** in accordance with their seniority, staffing requirements of the unit, provided the nurse exercises this right by the dates established in a) or b) above, after which time vacation requests, which must be in writing, will be scheduled on a first come, first served basis.
  - d) Nurses may request **and** be granted up to five (5) days vacation in single days off.
  - e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following the vacation if the schedule has not been posted for said date.

**ARTICLE J - BULLETIN BOARDS**

- J-1 The Hospital will provide two (2) bulletin boards for the posting of notices related to Association business. All notices shall be signed by **the** Local President or her designee and approved by the Director of Human Resources, whose approval shall not be unreasonably withheld.

**ARTICLE K - JOB SHARING**

- K-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) where the job sharing arrangement arises out of the filling of a vacant full-time position both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. When the possible number of job sharing positions increases (as in a),) and when no vacant full-time positions are available, the position(s) will be derived from the current full-time staff Registered Nurse positions based on seniority. **An** incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. However, the other half of the job shared position must be posted and the selection based on criteria set out in the Collective Agreement.
  - c) All job sharers shall be treated as regular part-time employees and be subject to the provisions of the part-time Collective Agreement except as referred in item g),
  - d) 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 in the full-time position or another regular part-time position. If she does not continue full-time, the position must be posted according to the Collective Agreement. The **job** sharers will have the option of reverting back to a regular part-time position, if and when this Agreement is changed or cancelled.
  - e) The job sharers will not be scheduled to work more than ten (10) days in a two (2) week period between them. If either of the job sharers are called to work extra shifts as requested by the Employer

**FL13**

other than for their portion, they will be paid premium pay except as in item (i).

- f) Total hours worked by the two job sharers shall be equal to one full-time position. Schedules for job sharers shall conform to the schedule provisions of the full-time Collective Agreement. The division of these hours over the schedule shall be determined by mutual agreement between the two nurses. Three (3) week days (Monday - Friday) before the posting of the new schedule, the Director, Patient Care Services (P.C.S.) will be informed by writing of the division of the time **by** the two job sharers. Any changes made during the schedule by the **job** sharers will be reported to the Director, P.C.S. or her designate.
- g) Each job sharer may exchange shifts with her partner, as well as other qualified nurses in accordance with the Collective Agreement and item (f).
- h) If either of the job sharers work extra shifts as required by the Employer other than for their portion they will be paid premium pay except **as** in item i).
- i) Coverage:
  - i) 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.
  - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Agreements:

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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.



**FL14**

- j) Job sharers will determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Full-time Collective Agreement and item (f). Only one job sharer shall be scheduled to work either the Christmas or New Year's holidays.
- k) Each party to this Agreement shall have the option of cancelling the Arrangement with sixty (60) days' written notice.
- l) **Any** issue arising out of the enforcement of this Agreement will be dealt with at a Nurse-Management Committee meeting.

**ARTICLE L - PRE-PAID LEAVE PLAN**

L-1 Pre-paid leave plan - one full-time employee and one part-time employee shall be the maximum number of nurses off work in any one year. If no one applies from one bargaining unit to enter the plan, an additional nurse may apply from the other bargaining unit. However, the maximum remains at two nurses.

**ARTICLE M - MISCELLANEOUS**

M-1 Modified Work

- a) The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on LTD by the 15th of each month.
- 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.

M-2 The Hospital agrees to provide scrub uniforms to those nurses working in Labour/Delivery, Emergency Department

FL15

and Operating Room at no cost to those nurses and this practice will not be discontinued without sixty (60) days' notice to the Association and discussion at the Hospital-Association Committee.

U-3

The Hospital, with the nurse's 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 nurse's personal property such as eyeglasses, ripped uniforms, or personal clothing, as a result of being assaulted while performing her work.

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LETTER OF UNDERSTANDING

Between :

ALEXANDRA HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

The parties agree to co-operate during the term of this Collective Agreement to discuss scheduling options which will provide for alternative schedules where such alternatives are desired.

The Hospital shall endeavour to implement schedules acceptable to the nurses and recommended by the Committee.

DATED this 21st day of September 1995.

FOR THE HOSPITAL

*Suzanne Blain*

*D.J. Foster*

*Deanne Klugenberg*

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FOR THE ASSOCIATION

*Donna Alexander*  
Employment Relations Officer

*Kathryn Ellis*

*Marlene Mackay*

*Pat Bilke*

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LETTER OF UNDERSTANDING

Between :

ALEXANDRA HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

The Hospital agrees that it will continue its present practice with respect to the supplying of information concerning scheduling to the Union.

DATED this 21st. day of September 1995.

FOR THE HOSPITAL

Jeanne Blain

D. Foster

Deanne Kincadee

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FOR THE ASSOCIATION

Doona Alexander  
Employment Relations Officer

Kathryn Ellis

Marlene McKay

Pat Bilko