

SOURCE	DNA		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	290		
NOMBRE D'EMPLOYÉS	290		

COLLECTIVE AGREEMENT

BETWEEN

NORTH BAY GENERAL HOSPITAL  
(hereinafter referred to as "the Hospital")

- and -

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

FULL-TIME AND PART-TIME

Expiry: March 31, 1998

ONTARIO NURSES' ASSOCIATION

NORTH01.C98

ENTERED  
10339(01)

DATED AT NORTH BAY, ONTARIO, THIS 24<sup>th</sup> DAY OF September 1997.

FOR THE HOSPITAL

Tiriana Silveir

Beverly Charron

[Signature]

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\_\_\_\_\_

FOR THE ASSOCIATION

[Signature]

[Signature]

[Signature]

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**APPENDIX 3**

**SALARY SCHEDULE - FULL-TIME**

			<u>Effective</u> <u>Jan. 1/96</u>	<u>Effective</u> <u>April 1. 1997</u>
<b><u>NURSE CLINICIAN</u></b>				
Start	-	Monthly	3060.32	3123.25
	-	Hourly	18.84	19.22
1 Year	-	Monthly	3215.58	3279.25
	-	Hourly	19.78	20.18
2 Years	-	Monthly	3341.75	3409.25
	-	Hourly	20.57	20.98
3 Years	-	Monthly	3518.02	3588.00
	-	Hourly	21.65	22.08
4 Years	-	Monthly	3692.59	3765.13
	-	Hourly	22.72	23.17
5 Years	-	Monthly	3868.86	3943.88
	-	Hourly	23.80	24.27
6 Years	-	Monthly	4086.22	4168.13
	-	Hourly	25.15	25.65
7 Years	-	Monthly	4305.27	4389.13
	-	Hourly	26.49	27.02
8 Years	-	Monthly	4522.63	4615.00
	-	Hourly	27.84	28.40
9 Years	-	Monthly	4743.38	4839.25
	-	Hourly	29.19	29.78

**APPENDIX 3**

**SALARY SCHEDULE - FULL-TIME**

			Effective <u>Jan. 1/96</u>	Effective <u>April 1, 1997</u>
<b><u>INFECTION CONTROL PRACTITIONER/ PATIENT EDUCATION - PALLIATIVE CARE</u></b>				
Start	-	Monthly	3037.77	3097.25
	-	Hourly	18.69	19.08
1 Year	-	Monthly	3191.38	3254.88
	-	Hourly	19.63	20.04
2 Years	-	Monthly	3317.61	3383.25
	-	Hourly	20.41	20.83
3 Years	-	Monthly	3493.95	3565.25
	-	Hourly	21.51	21.93
4 Years	-	Monthly	3665.16	3737.50
	-	Hourly	22.55	23.01
5 Years	-	Monthly	3841.50	3917.88
	-	Hourly	23.64	24.10
6 Years	-	Monthly	4057.23	4140.50
	-	Hourly	24.98	25.47
7 Years	-	Monthly	4272.94	4356.63
	-	Hourly	26.29	26.82
8 Years	-	Monthly	4490.38	4582.50
	-	Hourly	27.65	28.19
9 Years	-	Monthly	4709.50	4801.88
	-	Hourly	28.97	29.56

**APPENDIX 3**

**SALARY SCHEDULE - FULL-TIME**

			<u>Effective</u> <u>Jan. 1/96</u>	<u>Effective</u> <u>April 1, 1997</u>
<b><u>REGISTERED NURSE</u></b>				
<b>Start</b>	-	Monthly	2915.25	2973.55
	-	Hourly	17.94	18.30
1 Year	-	Monthly	3061.50	3122.73
	-	Hourly	18.84	19.22
2 Years	-	Monthly	3183.38	3247.05
	-	Hourly	19.59	19.98
3 Years	-	Monthly	3350.75	3417.77
	-	Hourly	20.62	21.03
4 Years	-	Monthly	3516.50	3586.83
	-	Hourly	21.64	22.07
5 Years	-	Monthly	3683.88	3757.56
	-	Hourly	22.67	23.12
6 Years	-	Monthly	3891.88	3969.72
	-	Hourly	23.95	24.43
7 Years	-	Monthly	4099.88	4181.88
	-	Hourly	25.23	25.73
8 Years	-	Monthly	4307.88	4394.04
	-	Hourly	26.51	27.04
9 Years	-	Monthly	4517.50	4607.85
	-	Hourly	27.80	28.36

**APPENDIX 3**

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			Effective <u>Jan. 1/96</u>	Effective <u>April 1, 1997</u>
<b><u>GRADUATE NURSE</u></b>				
Start	-	Monthly	2821.04	2879.50
	-	Hourly	17.37	17.72
1 Year	-	Monthly	2944.16	3004.63
	-	Hourly	18.12	18.49
2 Years	-	Monthly	3034.82	3094.00
	-	Hourly	18.67	19.04
3 Years	-	Monthly	3174.13	3237.00
	-	Hourly	19.53	19.92

APPENDIX 3

SALARY SCHEDULE - PART-TIME

			Effective <u>Jan. 1/96</u>	Effective <u>April 1, 1997</u>
<u>NURSE CLINICIAN</u>				
Start	-	Hourly	18.84	19.22
1 Year	-	Hourly	19.78	20.18
2 Years	-	Hourly	20.57	20.98
3 Years	-	Hourly	21.65	22.08
4 Years	-	Hourly	22.72	23.17
5 Years	-	Hourly	23.80	24.27
6 Years	-	Hourly	25.15	25.65
7 Years	-	Hourly	26.49	27.02
8 Years	-	Hourly	27.84	28.40
9 Years	-	Hourly	29.19	29.78

**APPENDIX 3**

**SALARY SCHEDULE - PART-TIME**

Effective  
Jan. 1/96

Effective  
April 1, 1997

**INFECTION CONTROL PRACTITIONER/  
PATIENT EDUCATION - PALLIATIVE CARE**

Start	-	Hourly	18.69	19.08
1 Year	-	Hourly	19.63	20.04
2 Years	-	Hourly	20.41	20.83
3 Years	-	Hourly	21.51	21.93
4 Years	-	Hourly	22.55	23.01
5 Years	-	Hourly	23.64	24.10
6 Years	-	Hourly	24.98	25.47
7 Years	-	Hourly	26.29	26.82
8 Years	-	Hourly	27.65	28.19
9 Years	-	Hourly	28.97	29.56



**APPENDIX 3**

**SALARY SCHEDULE - PART-TIME**

			<u>Effective</u> <u>Jan. 1/96</u>	<u>Effective</u> <u>April 1, 1997</u>
<b><u>REGISTERED NURSE</u></b>				
Start	-	Hourly	17.94	18.30
1 Year	-	Hourly	18.84	19.22
2 Years	-	Hourly	19.59	19.98
3 Years	-	Hourly	20.62	21.03
4 Years	-	Hourly	21.64	22.07
5 Years	-	Hourly	22.67	23.12
6 Years	-	Hourly	23.95	24.43
7 Years	-	Hourly	25.23	25.73
8 Years	-	Hourly	26.51	27.04
9 Years	-	Hourly	27.80	28.36
<b><u>GRADUATE NURSE</u></b>				
Start	-	Hourly	17.37	17.72
1 Year	-	Hourly	18.12	18.49
2 Years	-	Hourly	18.67	19.04
3 Years	-	Hourly	19.53	19.92

APPENDIX 4

APPENDIX OF SUPERIOR CONDITIONS

- A-1** The salary recognition for additional preparation shall be paid in addition to salary schedules only when the specific skills afforded are utilized directly in the employment of the Nurse, and such bonuses shall be applied as follows:
- (a) Special clinical preparation (6 week course approved by the OHA, RNAO, and the Ministry of Health) - \$15.00 per month or .0923¢ per hour.
  - (b) For a course in Nursing Unit Administration (CHA/CNA) -\$15.00 per month or .0923¢ per hour.
  - (c) One year University certificate or Diploma in Nursing -\$40.00 per month or .246¢ per hour.
  - (d) Baccalaureate Degree - \$80.00 per month or .49¢ per hour.
  - (e) Master's Degree - \$120.00 per month or .738¢ per hour.
- A-2** When a nurse is absent due to compensable or non-compensable illness or injury for a period of up to *two* (2) years, during the ~~two~~ (2) year period the nurse will continue to accumulate seniority.
- A-3** All accumulated sick leave credits up to January 31, 1968, will be used to supplement the HOODIP Plan in accordance with the Schedules set out therein. A nurse with five (5) or more years' service with the Employer, upon termination of employment, shall be entitled to one-half of her unused portion of sick leave, but shall not exceed a maximum of fifteen (15) days.

APPENDIX 5 - LOCAL ISSUES

FULL-TIME AND PART-TIME

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent for all registered and graduate nurses employed in a nursing capacity at North Bay General Hospital, save and except office and clerical staff, Occupational Health Coordinator, Unit Manager, those above the rank of Unit Manager, employees for whom any other trade union held bargaining rights as of April 1, 1995.

ARTICLE B - MANAGEMENT RIGHTS

- B- 1. The Association acknowledges that it is the exclusive right and function of the Hospital, subject to the terms of this Agreement and to prevailing legislation:
- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the patients of the Hospital;
  - (b) to maintain order, discipline, efficiency and quality patient care, and to make and alter, from time to time, reasonable rules, regulations, policies and procedures to be observed.
  - (c) to hire, discharge, transfer, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend, or otherwise discipline nurses for just cause, provided that a claim that a nurse who has acquired seniority has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
  - (d) to have the right to plan, direct and control the work of nurses in the operation of the Hospital. This includes the right to introduce new and improved methods, facilities and equipment and to control the amount of supervision necessary, work

schedules, the planning or splitting up of departments and the increase or reduction of personnel in a particular area or overall.

- (e) to exercise any of the rights, powers, functions or authority which the Hospital held prior to the signing of this Agreement, except as those rights, powers, functions or authority are specifically abridged by this Agreement and these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

- 2. It is agreed that the Hospital will exercise its rights reasonably and fairly.

#### ARTICLE C - COMMITTEES AND REPRESENTATIVES

##### C-1 Nurse Representative

There will be a Nurse representative for each Nursing Unit in the Hospital, it being understood that such representative may be from either the Full-Time or Part-Time bargaining unit.

##### C-2 Negotiating Committee

There will be a Negotiating Committee of five (5) nurses in total, only four (4) of whom will be paid in accordance with Article 6 and at the bargaining table. Such Committee shall be comprised of nurses from the Full-Time and/or Part-Time bargaining units.

##### C-3 Grievance Committee

There will be a Grievance Committee of four (4) nurses in total, only three (3) of whom will meet in Committee at one time. Such Committee shall be comprised of nurses from the Full-Time and/or Part-Time bargaining units.

##### C-4 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of an aggregate of four (4) representatives of the Full-Time and/or Part-time bargaining units

and four **(4)** representatives of the Hospital. Each party may have alternates to replace a member from time to time.

#### ARTICLE D - INTERVIEW

D-1 A representative of the Association in the employ of the Hospital will be given the opportunity to interview each newly hired nurse before the completion of the first month of employment. Such meetings may be arranged collectively or individually by the Hospital as part of the orientation program.

#### ARTICLE E - SENIORITY LIST

E-1 A seniority list for nurses covered by this Collective Agreement will be filed with the Association in the first week of March and the first week of October and shall be posted at each site.

#### ARTICLE F - ASSOCIATION LEAVE

F-1 The Hospital, upon two (2) weeks notice from the Association, shall grant leave of absence to nurses appointed by the Association, to attend Association functions provided the number of nurses on such leave does not exceed six **(6)** at any time and not more than one (1) from any nursing unit for an aggregate total, from both sites combined, of one hundred (100) working days in a calendar year. Reimbursement to the Hospital shall be in accordance with the Central Agreement. The Hospital will endeavour to allow two **(2)** nurses off from one (1) nursing area at each site subject to the operational requirements of the Hospital.

It is understood that the number of nurses and days referred to above are intended to apply as an aggregate of nurses from the Full-Time and Part-Time bargaining units.

F-2 The Hospital shall provide, upon request by a nurse, a written statement confirming absent days for professional or Association meetings.

F-3 A nurse who is required to attend an Association function will, if she so requests and where possible, be granted an alternate day off, without pay, providing she has given no less than two (2) weeks' notice. The day which would otherwise have been scheduled off will then be treated as a leave of absence for Association business under Articles 11.02 and F-1.

## ARTICLE G - BREAK PERIODS

With reference to Article 13, break periods shall apply as follows:

G-1        Normal Daily Tours

Thirty (30) minutes of unpaid meal time and subject to the exigencies of patient care, thirty (30) minutes of relief periods.

G-2        Ten Hour Tours

Thirty-seven and one-half (37%) minutes of unpaid meal time and subject to the exigencies of patient care, thirty-seven and one-half (37%) minutes of relief periods.

G-3        Extended Tours

Forty-five (45) minutes of unpaid meal time and subject to the exigencies of patient care, forty-five (45) minutes of relief periods.

G-4        Four Hour Tours - Part-time Only

Subject to the exigencies of patient care, one (1) fifteen (15) minute paid relief period.

G-5        It is understood that, subject to the requirements of the Uniform Policy, there will be no requirement for nurses to remain on the Hospital's premises during unpaid meal breaks. Any requirement to remain will result in overtime payment in accordance with Article 14.

## ARTICLE H - SCHEDULING REGULATIONS - FULL-TIME - NORMAL TOURS AND COMPRESSED WORK WEEK

H-1        Shift schedules shall be posted four (4) weeks in advance and shall cover a four (4) week period. Night shift shall be the first shift of the day.

H-2        Requests for specific days off are to be submitted in writing, two (2) weeks prior to the posting of work schedules. Requests for specific days off which are submitted less than two (2) weeks prior to the posting of schedules, or which occur following the posting of work schedules, must be processed in

accordance with Article H-3 unless another arrangement satisfactory to the Hospital can be accommodated.

H-3 Where possible, nurses shall give the Hospital, in writing, at least twenty-four (24) hours notice of intent to exchange shifts, together with an undertaking signed, where possible, by a nurse willing to exchange such shift. Such requests shall be subject to the approval of the Hospital, shall not result in any premium payments and shall not be unreasonably denied.

It is understood and agreed that the above changes in rotation can be made between FT and PT, and PT and PT nurses and will include give away shifts.

H-4 Scheduling regulations will not operate during the period of December 15 to January 15 in order that nurses shall be scheduled off duty for a period of five continuous days either at Christmas or New Year's. Except where mutually agreed, the day preceding and the day following the holiday will be included in the days off. In the event of a dispute between two or more nurses, seniority will govern.

H-5 (i) Where a nurse is scheduled off on a holiday weekend, the Hospital will endeavour to schedule so that such nurse shall also be off on the weekend associated with the holiday unless otherwise mutually agreed.

(ii) Where a nurse is scheduled to work the weekend associated with a paid holiday, the Hospital will endeavour to schedule so that such nurse shall also work on the paid holiday unless otherwise mutually agreed.

H-6 Stand-by will not be considered a scheduled shift.

H-7 (i) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any additional unit.

(ii) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments subject to approval of the Unit Director or designate.

(iii) Employees scheduled for standby shall be provided with a pager and/or a cellular phone.

- (iv) For the purposes of scheduling only, standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
- (v) Where an employee has been called in from standby and/or worked excessive hours, such employee will have the option not to work the day shift. If she chooses not to work the day shift, the appropriate notification will be made.
- (vi) **A** nurse who is bumped or laid off from a tour will not be responsible for taking calls that tour.

H-8 Stand-by duty will be assigned by the Hospital on an equal basis, where possible, among the full-time and part-time nurses on the Unit. While on stand-by duty, nurses must commit to report to the Unit within one (1) hour of being called in, except in critical cases.

H-9 Unless otherwise agreed upon between the parties, desk assignment if required will be rotated through all the full-time nurses on the Unit.

- H-10
- (i) On Units where there is a need to have registered nurses on all three (3) tours, the Hospital will endeavour to permit nurses on each Unit to have the choice of working days and evenings or days and nights.
  - (ii) In the event of a dispute between two (2) or more nurses, seniority will govern.

H-11 Prior to any change in the master schedule, the Association will be notified.

H-12 **I - Overtime on Weekends**

**A** nurse will receive premium payment for all hours worked on a third (3rd) consecutive and subsequent weekend save and except where:

- (a) such weekend has been worked by a 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 a result of an exchange of tour(s) with another nurse.



2. Definition of a Weekend Off

Weekends shall begin with the conclusion of the Friday tour and shall be at least fifty-six (56) hours until the beginning of the Monday tour. A weekend will not include an extended tour night shift starting at 1900 hours Sunday.

H-13 A full-time nurse shall not be required to work more than two (2) weeks of nights, to be followed by at least one (1) week of the day shift, unless necessary to achieve other scheduling objectives.

H-14 (i) Except as may be required to accommodate an exchange of shifts between two (2) nurses, there shall be no single days off unless otherwise agreed on any nursing unit.

(ii) There shall be no scheduled split shifts, being defined as a tour assignment being split into two (2) parts.

H-15 Booking Off Shifts

Nurses must give the Hospital at least twenty-four (**24**) hours notice of their intention to book *off* a shift. Such action is subject to the approval of the Hospital, considering patient care and the efficiency of the Hospital, unless the absence is due to emergency or illness.

H-16 Scheduling Regulations - Normal Daily Tours - 7.5 Hours

Subject to Article 13.01 of the Central agreement:

(1) In no instance will a nurse be required to work more than seven (**7**) consecutive tours without receiving a day off or premium payment shall be paid in accordance with Article 14.

(2) Subsequent to seven (7) consecutive days on duty a nurse shall have a minimum of two (2) consecutive days *off*.

(3) When a nurse is required to change tours, sixteen (16) hours shall be allowed between tours. If, however, a nurse is required to report on the second tour in any less time than sixteen (16) hours after finishing the first tour, the nurse shall be paid at premium rates for the period worked before the sixteen (16) hours time allowed for tour change has

expired.

- (4) At least ~~forty-eight~~ **(48)** hours of time off shall be provided following a regularly scheduled period of seven (7) consecutive night tours of duty.
- (5) The regular daily tours of duty of a nurse shall average five (5) calendar days per seven (7) calendar day period over the nursing schedules, for a maximum of one hundred and fifty (150) hours over a four **(4)** week schedule.
- (6) The Hospital will schedule two (2) weekends off in a four **(4)** week schedule.

#### H-17

#### Scheduling Regulations - Compressed Work Week

- I. Extended tours and/or ten (10) hour tours shall be introduced into any unit when:
  - (i) seventy percent (70%) of the nurses in the Unit **so** indicate by secret ballot, and
  - (ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.
- 2. (i) A compressed work week may be discontinued in any Unit when:
  - (a) more than fifty percent (50%) of the nurses in the Unit **so** indicate by secret ballot; or
  - (b) the Hospital, because of:
    - 1. adverse effects on patient care,
    - 2. inability to provide a workable staffing schedule, or
    - 3. where the Hospital wishes to do **so** for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the compressed work week in the schedule.

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

(a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and

(b) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

3. No more than three (3) consecutive extended tours or four (4) ten (10) hour tours shall be scheduled unless mutually agreed upon between the nurse and her immediate supervisor.
4. At least two (2) consecutive days off shall be scheduled between shifts.
5. The Hospital will endeavour to maintain the present schedules with every second weekend off. In any event, nurses will receive no less than one (1) weekend off in two (2).
6. At least forty-eight (48) consecutive hours off to be scheduled following a period of night shifts when changing to day shifts.
7. When a nurse is required to change tours, twelve (12) hours shall be allowed between tours. If, however, a nurse is required to report on the second tour in any less time than twelve (12) hours after finishing the first tour, the nurse shall be paid at premium rates for the period worked before the twelve (12) hours time allowed for tour change has expired.
8. The Hospital shall endeavour to have fifty percent (50%) of a nurse's tours scheduled on the day shift.

H-18

Where the Hospital requests and the nurse agrees to change tours of duty or do additional tours, this is not to be construed by the Hospital as an agreement to be a waiver of premium pay where applicable. Where the

nurse requests and the Hospital agrees to change tours of duty, it is not to be construed as an entitlement to premium pay.

H-19 Where it is mutually agreeable to work shifts other than those outlined in Article 13, the terms will be negotiated including implementation, trial period and discontinuation.

H-20 A copy of the posted and completed work schedules will be given to the Local President upon request.

ARTICLE I - SCHEDULING REGULATIONS - REGULAR PART-TIME - NORMAL TOURS AND COMPRESSED WORK WEEK

I-1 Shift schedules shall be posted four (4) weeks in advance and shall cover a four (4) week period. Night shift shall be the first shift of the day.

I-2 Requests for specific days off are to be submitted in writing, two (2) weeks prior to the posting of work schedules. Requests for specific days off which are submitted less than two (2) weeks prior to the posting of schedules, or which occur following the posting of work schedules, must be processed in accordance with Article I-3 unless an other arrangement satisfactory to the Hospital can be accommodated.

I-3 Where possible, nurses shall give the Hospital, in writing, at least twenty-four (24) hours notice of intent to exchange shifts, together with an undertaking signed, where possible, by a nurse willing to exchange such shift. Such requests shall be subject to the approval of the Hospital, shall not result in any premium payments and shall not be unreasonably denied.

It is understood and agreed that the above changes in rotation can be made between FT and PT, and PT and PT nurses and will include give away shifts.

I-4 Scheduling regulations will not operate during the period of December 15 to January 15 in order that nurses shall be scheduled off duty for a period of five continuous days either at Christmas or New Year's. Except where mutually agreed, the day preceding and the day following the holiday will be included in the days off. In the event of a dispute between two or more nurses, seniority will govern.

I-5 (i) A nurse scheduled off on a holiday weekend shall have the holiday included with her weekend off if possible.

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- (ii) If a nurse works the weekend which coincides with a holiday, she shall also work on the holiday if possible.

I-6 Stand-by will not be considered a scheduled shift.

I-7 (i) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any additional unit.

- (ii) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments subject to approval of the Unit Director or designate.

- (iii) Employees scheduled for standby shall be provided with a pager and/or a cellular phone.

- (iv) For the purposes of scheduling only, standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.

- (v) Where an employee has been called in from standby and/or worked excessive hours, such employee will have the option not to work the day shift. If she chooses not to work the day shift, the appropriate notification will be made.

- (vi) A nurse who is bumped or laid off from a tour will not be responsible for taking calls that tour.

I-8 Stand-by duty will be assigned by the Hospital on an equal basis, where possible, among the full-time and part-time nurses on the Unit. Nurses must commit to report to the Unit within one (1) hour of being called in, except in critical cases.

I-9 Unless otherwise agreed upon between the parties, desk assignment if required will be rotated through all the full-time nurses on the Unit.

I-10 (i) On Units where there is a need to have registered nurses on all three (3) tours, the Hospital will endeavour to permit nurses on each Unit to have the choice of working days and evenings or days and nights.

- (ii) In the event of a dispute between two (2) or more nurses, seniority will govern.

I-11 Prior to any change in the master schedule, the Association will be notified.

I-12 1. Overtime on Weekends

A nurse will receive premium payment for all hours worked on a third (3rd) consecutive and subsequent weekend save and except where:

- (a) such weekend has been worked by a 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 a result of an exchange of tour(s) with another nurse.

2. Definition of a Weekend Off

Weekends shall begin with the conclusion of the Friday tour and shall be at least fifty-six (56) hours until the beginning of the Monday tour. For the purposes of calling in for an additional tour, a nurse who comes in at 1900 hours on a Sunday or later will not be paid premium pay for that tour.

- I-13
- (i) Except as may be required to accommodate an exchange of shifts between two **(2)** nurses, there shall be no split shifts.
  - (ii) There shall be no scheduled split shifts, being defined as a tour assignment being split into two **(2)** parts.

I-14 Scheduling Regulations - Normal Daily Tours - 7.5 Hours

Subject to Article **13.01** of the Central agreement:

- (a) In no instance will a nurse be required to work more than seven (7) consecutive tours without receiving a day off or premium payment shall be paid in accordance with Article 14.
- (b) When a nurse is required to change tours, sixteen (16) hours shall be allowed between tours. If, however, a nurse is required to report on the second tour in any less time than sixteen (**16**) hours after finishing the first tour, the nurse shall be paid at premium rates for the period

worked before the sixteen (**16**) hours time allowed for tour change has expired.

- (c) At least **forty-eight (48)** hours of time off shall be provided following a regularly scheduled period of seven (**7**) consecutive night tours of duty.
- (d) The Hospital will schedule *two* (2) weekends off in a four (**4**) week schedule.

I-15

Scheduling Regulations - Compressed Work Week

- 1. Extended tours and/or ten (10) hour tours shall be introduced into any unit when:
  - (i) seventy percent (70%) of the nurses in the Unit ~~so~~ indicate by secret ballot, and
  - (ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.
- 2. (i) A compressed work week may be discontinued in any Unit when:
  - (a) more than ~~fifty~~ percent (50%) ~~of~~ the nurses in the Unit so indicate by secret ballot; or
  - (b) the Hospital, because of
    - 1. adverse effects on patient care,
    - 2. inability to provide a workable staffing schedule, or
    - 3. where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the compressed work week in the schedule.

- (ii) When notice of discontinuation is given by either party in accordance with paragraph (i) above, then:
  - (a) the parties shall meet within *two* (2) weeks of the giving of notice to review the request for discontinuation; and
  - (b) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty **(60)** days notice before the schedules are so amended.
- 3. No more than three **(3)** consecutive extended tours or four **(4)** ten (10) hour tours shall be scheduled unless mutually agreed upon between the nurse and her immediate supervisor.
- 4. When a nurse is required to change tours, twelve **(12)** hours shall be allowed between tours. If, however, a nurse is required to report on the second tour in any less time than twelve **(12)** hours after finishing the first tour, the nurse shall be paid at premium rates for the period worked before the twelve **(12)** hours time allowed for tour change has expired.
- 5. Nurses will receive one **(1)** weekend off in ~~two~~ (2), it being understood that premium pay applies only in cases where a nurse works a third and subsequent consecutive weekend.

I-16

#### Part Tours

Where a nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article I in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) No Regular Part-Time nurse will be scheduled solely on tours which are comprised of less than seven and one-half (7.5) hours in any pay period, except where such arrangements are requested by the nurse.

I-17

Where the Hospital requests and the nurse agrees to change tours of duty or do additional tours, this is not to be construed by the Hospital as an agreement to be a waiver of premium pay where applicable. Where the



nurse requests and the Hospital agrees to change tours of duty, it is not to be construed as an entitlement to premium pay.

I-18 Where it is mutually agreeable to work shifts other than those outlined in Article 13, the terms will be negotiated including implementation, trial period and discontinuation.

I-19 Commitment - Regular Part-Time

In order to maintain, or to be considered for, Regular Part-Time status, the following requirements must be met:

- (a) The nurse must be available to work either Christmas or New Year's.
- (b) The nurse must be available to work at least forty-four (**44**) weeks per year.
- (c) A regular part-time nurse must be available to work up to 37.5 hours per pay period.
- (d) The nurse must be available to work all three tours of duty, if required.

I-20 Scheduling (Distribution) of Part-time Tours

1. **All** regular part-time nurses in a Unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
2. 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 tours to casual nurses, subject to the following:
  - (i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
  - (ii) A tour will be deemed to be offered whenever a call is placed;
  - (iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;

- (iv) 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.
- (v) Provided they are qualified, nurses may submit their **availability** to work additional tours to more than one unit, if to do **so** is in accordance with existing Hospital practice.
- (vi) **A** nurse who wishes to give away a tour will do **so** in accordance with the above provisions.

I-21 It is understood and agreed that the assigning of additional tours arising from the above clause will not result in a claim for full-time status.

I-22 A copy of the posted and completed work schedules will be given to the Local President upon request.

#### ARTICLE J - PAID HOLIDAYS

J-1 The following designated holidays shall be recognized by the Hospital:

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

#### Full-Time

J-2 . Lieu days shall be granted within forty-five **(45)** days preceding or following the holiday. The day to be mutually agreed between the nurse and her immediate supervisor.

#### ARTICLE K - VACATIONS

K-1 1. Vacation request sheets will be posted annually from February 15th to March 15th for nurses desiring vacations during the period April 15th to October 15th.

2. Vacation request sheets will be posted annually from August 15th to September 15th for nurses desiring vacations during the period October 15th to April 15th.
3. Approved vacations shall be posted October 1st and April 1st and not changed without the written consent of the affected nurses.
4. The Hospital will avoid arbitrary rules by considering the realistic wishes of the nurses for vacation allotment. The Hospital must reserve the final decision as to the scheduling of vacation in order to maintain a safe and sensible staffing pattern to meet patient needs.
5. In case of competition for a similar vacation period, the parties will adhere to the seniority guidelines in granting vacation allotment.
6. For the purpose of scheduling vacations, the vacation year shall be from January 1 to December 31.

K-2 Requests for single vacation days *off* may be granted at the discretion of the Unit Manager and will not be unreasonably denied.

K-3 The Hospital will endeavour to schedule the weekend before and after the vacation off where possible.

Part-Time

- K-4
- (i) A Regular Part-Time nurse is entitled to vacation time off without pay as outlined in Article 16.
  - (ii) Vacation pay for part-time will be paid on every pay. It is understood and agreed that where applicable the additional vacation pay referred to in Article 16.06 of the Central Agreement will be paid on the third pay of the year.

K-5 Full-time Only

In the event of a short term layoff resulting from the closure of an area, a nurse who elects not to accept the layoff and make themselves available for work may, at the end of the applicable pay period, request vacation days for his/her scheduled tours for which there was no work.

It is understood and agreed that such vacation requests will be made in writing before the time sheets are submitted to payroll.

- K-6 The parties agree that, except in the case of extenuating circumstances, a nurse cannot cancel approved vacation once the schedule for that period of time has been posted.

#### ARTICLE L - MISCELLANEOUS

L-1 Bulletin Boards

The Hospital shall provide space on bulletin boards upon which the Association shall have the right to post notices of meetings and such other notices of a routine nature. The Hospital reserves the right to remove any postings deemed inappropriate and will notify the Association of such action.

L-2 Pay Cheques

- (a) It is agreed and understood by the parties hereto that pay days for the duration of this Agreement shall be every second Thursday, except that some latitude shall be allowed the Pay Office where a designated holiday occurs during the week.
- (b) Make-up cheques for at least one (1) tour's pay will be provided within no more than three (3) working days of verification of the error.

L-3 Malpractice and Professional Liability Insurance

The Hospital agrees to continue to provide insurance to cover nurses and other employees in the event of any legal action brought against such nurses in the course of employment practices with the Hospital.

L-4 Uniform Allowance

- (a) With respect to affected nurses employed at the Scollard site as at March 31, 1995, the Hospital shall pay each nurse employed prior to July 1, 1975, a uniform allowance of thirty dollars (\$30.00) paid in one lump sum on the last pay in December effective in 1982.
- (b) The Hospital agrees to continue to supply and/or launder uniforms on the basis presently in effect for nurses in the following areas

(Emergency, Critical Care Area, Operating Room, PACU, Renal Unit, Delivery Room, Nursery, NICU, and Endoscopy.

L-5 Overtime- Equivalent Time Off

Where a nurse chooses equivalent time off in lieu of overtime payment as provided under Article 14, such time will be taken within sixty (60) calendar days, unless a nurse and her Unit Manager mutually agree to an extension, or where it is agreed that such lieu time may be utilized to offset Unit closures.

L-6 Nurse Abuse

- (a) 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.
- (b) The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.
- (c) The Hospital agrees to set up a joint (all) Union Management Committee to develop a policy on violence in the workplace. The target date for this project to be completed is December 31, 1997.

L-7 Parking

- (a) It is agreed that the monthly parking fees paid by participating nurses shall entitle those nurses to park in the appropriate lots when working at either site.
- (b) The Hospital will continue its policy of paid parking at current rates.

Prior to any changes in these rates to reflect change in costs of providing parking services, the proposed changes will be discussed at the Hospital-Association Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

ARTICLE M -JOB SHARING

M-1

Pursuant to Article 20 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 which shall normally be split on a fifty-fifty (50/50) basis. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and subject to the approval of the Director of the Unit.
- (c) The above schedule 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.
- (e) The job sharers involved will have the right to determine which partner works on scheduled 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) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time nurse originating the request. Once the trial period is over, the nurse cannot revert to her former full-time position except under (H) below. All other assignments relating to an originating job sharer will be considered temporary during the trial period.
- (g) Coverage:
  - (i) Notwithstanding I-19 local issues, distribution of part-time hours, 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 Manager or designate must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

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- (ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Collective Agreement:

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 Manager or designate, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

- (iii) Job sharers may accept an additional tour(s) when the available tour(s) has first been offered to all other regular part-time on the unit.
- (iv) If, as a result of a layoff, there is a reduction in a job sharer's hours, the job sharer may be offered additional available tours according to Part-time Scheduling Regulations I-19, in order to make up those same number of hours lost.
- (v) Job sharers will not be considered eligible to replace full-time leaves of absence of ~~less than sixty~~ (60) days duration arising outside the **job** sharing arrangement. Where a job sharer indicates an interest in filling a long term leave (e.g. pregnancy or leaves of equal or greater duration), such request shall be treated in accordance with Article 10.06 (d).

### Implementation

- (h) Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position **will be** posted first and, in the event there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (i) (i) 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.
- (ii) Subject to Hospital approval, where *two* (2) full-time nurses on one unit wish to **job** share one ~~(1)~~ position, neither half of

their job will be posted. Should such action create one (1) full-time position, it shall be posted and filled in accordance with the Collective Agreement.

- (j) If one of the **job** sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the posted position, the remaining nurse will revert to her former status. If the remaining nurse was previously full-time, the shared position **would** become her position. If the remaining nurse was previously part-time and there is no part-time position available on the same Unit, she shall exercise her layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

#### Discontinuation

1. 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.
2. Should the hospital discontinue job sharing the nurses currently working those arrangements will have the option of reverting to their former status or remain part-time. It is understood that by returning to her former status, the nurse may have to exercise her bumping rights in order to remain on her current unit.

#### ARTICLE N - PRE-PAID LEAVE

- N-1 At least one (1) full-time and one (1) part-time nurse shall be allowed off at one time unless otherwise mutually agreed.

#### ARTICLE O - MODIFIED WORK

- O-1 1. The Hospital will notify the President of the Local Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD.



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

MEMORANDUM OF AGREEMENT  
BETWEEN  
NORTH BAY GENERAL HOSPITAL  
AND  
ONTARIO NURSES' ASSOCIATION

The parties agree to the following:

1. The day shift is deemed to be any tour where the majority of the hours fall between 0700 and 1500 hours.
2. Recognizing start times may vary on a single unit and in order to accommodate changes in patient volume and acuity, it may be necessary to alter the start time of the posted day shift to avoid the layoff of senior staff on the Unit.
3. If this results in a period of less than sixteen (16) hours between day shifts for any nurse affected by this change, premium pay shall not apply.
4. If a nurse is offered an additional shift with less than sixteen (16) hours off duty and he/she accepts that shift, premium pay shall not apply.
5. These provisions will also apply to ten (10) and twelve (12) hour shifts respectively.
6. If it becomes necessary to cancel one (1) of the day shifts on any unit, the least senior nurse shall be the one to be cancelled, regardless of the start time of her day shift.
7. **As** a result of Item **No. 6** above, it may be necessary to alter the day shift start time of one-of the other scheduled nurses.
8. This new procedure shall be effective upon the signing of this agreement.

DATED AT NORTH BAY, ONTARIO THIS 24 DAY OF Septembe , 1997.

**FOR THE HOSPITAL**

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**FOR THE UNION**

**Greta Barazzutti**  
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LETTER OF UNDERSTANDING  
BETWEEN  
NORTH BAY GENERAL HOSPITAL  
AND  
ONTARIO NURSES' ASSOCIATION  
RE: FAMILIARIZATION DURING BUMPING

1. The parties agree that in the event of an anticipated Unit closure and/or layoff that the staff will be given the opportunity for familiarization (not orientation) to be completed prior to the bump taking place. The onus is on the nurse to make these arrangements.
2. The familiarization will take place at a time mutually agreed between the receiving Unit Director and the nurse. Such time not to exceed 11.25 hours.
3. Upon completion of the familiarization period, the nurse must be able to perform the available work.

DATED AT NORTH BAY, ONTARIO, THIS 24th DAY OF September 1997.

FOR THE HOSPITAL

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FOR THE UNION

Greta Barazzutti

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