

COLLECTIVE AGREEMENT

BETWEEN

MEAFORD GENERAL HOSPITAL
[hereinafter referred to as the "Hospital"]

- AND -

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

FULL-TIME & PART-TIME

EFFECTIVE DATE: April 1, 1996

~~EXPIRY DATE: March 31, 1998~~

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located below the effective and expiry dates.

MEAFO01.C98

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APPENDIX 3

SALARY SCHEDULE

GRADUATE NURSE:

A Graduate Nurse shall be compensated in accordance with Article 19.01 (a).

PAY EQUITY ADJUSTED RATES

EFFECTIVE: APR. 01/93 JAN. 01/94 JAN. 01/95 JAN. 01/96

SALARY RATES TO BE ADDED FROM CENTRAL AGREEMENT

L 3

APPENDIX 4

SUPERIC CONDITIONS

The parties recognize that no superior benefits, rights, privileges, practices, terms or conditions of employment flow from the Central portion of the Collective Agreement.

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APPENDIX 5

LOCAL ISSUES

BETWEEN

**MEAFORD GENERAL HOSPITAL
[hereinafter referred to as the "Hospital"]**

- AND -

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

FULL-TIME & PART-TIME

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APPENDIX 5

LOCAL PROVISIONS

ARTICLE A - RECOGNITION

A - 1 Full-Time:

The Hospital recognizes the Association as the bargaining agent of all registered and graduate nurses employed in a nursing capacity by Meaford General Hospital in the Town of Meaford, save and except Head Nurses, persons above the rank of Head Nurse and persons regularly employed for not more than twenty-four (24) hours per week.

Part-Time:

A - 1 The Hospital recognizes the Association as the bargaining agent of **all** registered and graduate nurses employed in a nursing capacity by Meaford General Hospital in the Town of Meaford regularly employed for not more than twenty-four (24) hours per week, save and except Head Nurses, and persons above the rank of Head Nurse.

ARTICLE B - MANAGEMENT RIGHTS

B - 1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and without limiting the generality of the foregoing it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, classify, transfer, promote, demote, lay-off, recall, discharge and suspend or otherwise discipline employees provided that a claim by an employee that she/he has been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter and enforce reasonable rules and regulations to be observed **by** the employees;
- (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of

employees 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 elsewhere in this Agreement.

B - 2 These rights shall not be exercised in a manner inconsistent with the provision of this Agreement.

ARTICLE C - UNION REPRESENTATION AND COMMITTEES

C - 1 The parties agree that Union Representatives and Committee members may be from either full-time or part-time bargaining unit and shall represent both bargaining units. It is understood that the total number of employees as Union Representatives or committee members shall not exceed the following:

a) Union Representatives

There shall be three (3) Union representatives.

b) Grievance Committee

There shall be up to two (2) employees on the Grievance Committee, of whom no more than one (1) shall be from any one unit or area.

c) Association-Hospital Committee

There shall be up to two (2) representatives on the Association-Hospital Committee, of whom no more than one (1) shall be from any one unit or area.

d) Negotiating Committee

There shall be up to two (2) employees on the Negotiating Committee, of whom no more than one (1) shall be from any one unit or area.

e) Accident Prevention- Health & Safety Committee

There shall be one (1) Union representative on the Accident Prevention- Health & Safety Committee.

C - 2 The interview period as provided for in Article 5.06 will normally be scheduled during the formal orientation period.

ARTICLE D - SENIORITY LIST

- D - 1 The seniority list, as provided for in Article 10.02 will be filed with the Union and posted on the bulletin board on or before January 15th and July 15th of each year.

ARTICLE E - LEAVE FOR UNION BUSINESS

- E - 1 As provided for in Article 11.02, the cumulative total leave of absence for all employees, including full-time and part-time employees, shall be forty (40) days during the calendar year and subject to the following conditions:
- (a) The Union will, if possible, notify the Hospital in writing four **(4)** weeks in advance of the requested leave;
 - (b) No more than two (2) employees shall be absent at any one (1) time of whom no more than one (1) shall be from any one (1) unit or area;
 - (c) The granting of leave shall be subject to the **staffing** requirements of the Hospital.

ARTICLE F - HOURS OF WORK

F - 1 Scheduling

- a) Shift schedules will be posted four **(4)** weeks in advance and cover a period of four weeks.
- b) Employees will not be scheduled to work more than seven (7) consecutive days unless mutually agreed otherwise. Where this provision is exceeded without mutual agreement, the employee shall be paid in accordance with Article 14.03 for those tours worked in excess of seven (7) consecutive days.
- c) Full-Time: An employee will be scheduled off a least eight **(8)** days in a four **(4)** week scheduling period, including at least two (2) periods of two (2) consecutive days off.
- d) The Hospital will endeavour to schedule two (2) weekends off in four **(4)**.

If an employee is required to work a third [3rd] consecutive weekend, she/he will receive premium pay as provided for in Article 14.03 for all hours worked on such third [3rd] weekend and each subsequent weekend worked until a weekend off is scheduled save and except where:

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

For the purpose of this section, a weekend is defined as any period of fifty-six (56) consecutive hours during the period following completion of the Friday day tour until commencement of the Monday day tour.

- e) The shift schedule will provide for at least sixteen (16) hours off between shift changes. Where this provision is not met, unless mutually agreed otherwise, the employee will be paid in accordance with Article 14.03 for the time worked within this sixteen (16) hour period.

Full-Time: The shift schedule will provide for at least forty-eight (48) hours off when the shift change follows the night shift.

Part-Time: The shift schedule will provide for at least twenty-four (24) hours off when the shift change follows the night shift.

A shorter period of time may be agreed upon by mutual consent.

- f) Split tours will not be scheduled.
- g) The night shift **will** be the first shift of the day.
- h) Employees will not **be** scheduled to change shifts more than once during a work week.
- i) The Hospital will schedule five (5) consecutive days off **at** either Christmas or New Year's.

The scheduling provisions of F - 1 may be waived by the Hospital between the second [2nd] Monday in December and the second [2nd]

Monday in January to provide for Christmas and New Year's scheduling.

Time off at Christmas will include December 24th, December 25th and December 26th.

Time off at New Year's will include December 31st and January 1st.

- j) The Hospital will endeavour to schedule employees so that they will rotate through either days and evening or days and nights.
- k) An employee will not be scheduled to work more than two (2) consecutive weeks on the evening shift or night shift unless the employee requests otherwise.
- l) Employees may request permanent evening or night shift, however, employees on such permanent shift may be expected to rotate to the day shift as required by the Hospital.
- m) A request by an employee for a change in the posted shift schedule must be submitted in writing and co-signed by the employee willing to make the exchange. Such request is subject to approval by the Hospital and will not be unreasonably denied. Such exchange shall not in any event result in a scheduling or overtime premium payment by the Hospital.
- n) The Hospital will endeavour to schedule fifty percent (50%) of the full-time employees' tours on the day shift.

F - 2

Full-Time:

Where an employee chooses equivalent time off under Article 14.09 and provided that the employee has accumulated seven and a half (7½) hours, such time off will be scheduled at a mutually agreeable time within sixty (60) calendar days following the occurrence of the overtime or payment will be made in accordance with Article 14.09.

Part-Time:

A regular part-time employee's commitment to be available for work, as required, will include the following conditions:

- a) available to work at least three (3) scheduled tours per week;
- b) available to work at least two (2) weekends in four (4);

- c) available to work two (2) shifts (i.e.: days/evenings, days/nights, evenings/nights);
- d) available to work as scheduled over either the Christmas or New Year's period subject to Article F - 1 (h).

The commitment that a regular part-time employee must make as specified herein is no guarantee that the employee will be scheduled to work according to this commitment. Further, the simple making of a commitment does not automatically transform a casual employee into a regular part-time employee.

F - 3

- a) All regular part-time employees in a unit will be scheduled up to their **committed** hours by seniority before any casual part-time employees are utilized.
- b) When regular part-time employees 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 employees on the unit on basis of seniority, prior to offering tours to casual employees, subject to the following:
 - 1) Employees 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 that the Hospital will not be required to offer tours which would result in overtime premium pay.
 - 4) When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
 - 5) Provided they are qualified, employees 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.

F - 4

Where part-time employees are scheduled to work less than a normal tour (7.5 hours), Article **F** in its entirety applies except as amended by the following:

- a) No regular part-time employee will be scheduled to work solely on tours which are comprised of less than 7.5 hours in any pay period except where such arrangements are agreed to by the employee.
- b) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level.

ARTICLE G - PAID HOLIDAYS

G - 1 The designation of paid holidays under Article 15.01 are as follows:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
July 1st (Canada Day)	Boxing Day

G - 2 Where an employee 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.

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

G - 4 a) When an employee is scheduled off on a weekend to which a holiday is attached, the Hospital will endeavour to schedule the employee off on the holiday.

b) When an employee is scheduled to work on a weekend to which a holiday is attached, the Hospital will schedule the employee to work on the holiday, if required.

c) Part-time:

When a regular part-time employee is scheduled off on a weekend to which a holiday is attached, the Hospital will endeavour to schedule the employee off on the holiday.

ARTICLE H - VACATIONS

H - 1 The date for determining vacation entitlement under Article 16.01 shall be the employee's anniversary date.

H - 2 Vacations will be scheduled as follows:

- a) **All** requests for vacation for the period from July 1st to December 1st must be submitted by April 1st of each year and assigned in accordance with the employee's seniority. Vacation requests submitted subsequent to the above will be given preference in order of receipt.

 This vacation schedule will be posted by May 1st.

- b) **All** requests for vacation for the period from December 1st to June 30th must be submitted by October 1st of each year and assigned in accordance with the employees' seniority. Vacation requests submitted subsequent to the above and subsequent to H- 2 (f) will be given preference in order of receipt.

 This vacation schedule will be posted by November 1st.

- c) The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital.

- d) In scheduling vacation requests submitted under (a) and (b), preference will be given to employees in accordance with their seniority, however, during the period from the second [2nd] Monday in June to the second [2nd] Monday in September only three (3) weeks of vacation will be granted based on seniority. Requests for additional time will be considered on an individual basis.

 Vacation requests submitted subsequent to (a) and (b) will be given preference in order of receipt.

- e) Vacations earned as of March 31st must be taken within the period from April 1st to March 31st, however with approval of the Hospital, an employee may take the earned portion of vacation entitlement during the year in which it was earned or may carry over a maximum of one week of earned vacation to take in the year following the year in which it would normally be taken.

 An employee may not, however, take more than one and one-half (1½) times their normal vacation entitlement in any one vacation year.

- f) Vacations will not be scheduled over the December/January time needed to meet the requirements of F - 1 (i) of the Full-Time Collective Agreement and F - 1 (h) of the Part-Time Collective Agreement.
- g) A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.
- h) Employees may request and be granted up to thirty-seven and one-half (37½) hours vacation time off in a single or multiple days thereof.

H - 3 Prior to leaving on vacation, employees will be notified of the date and time on which to report for work following their vacation if the schedule for such date has not been posted.

ARTICLE I - EXTENDED TOURS

- I - 1
 - a) Extended tours shall be introduced into any unit when:
 - 1) eighty percent (80%) of the employees in the unit so indicate by secret ballot; and
 - 2) 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:
 - 1) fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
 - 2) the Hospital, because of
 - a) adverse effects on patient care,
 - b) inability to provide a workable staffing schedule, or
 - c) 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:
 - 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 employees shall be given sixty (60) days notice before the schedules are so amended.
- d) There will be an ongoing evaluation of the extended tour in each unit.

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 paragraph (a) above.

I - 2

Scheduling Objectives

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules for employees working on an extended tour basis:

- a) Shift schedules will be posted four (4) weeks in advance and cover a period of four (4) weeks.
- b) Employees will not be scheduled to work more than four (4) consecutive tours. [Three (3) extended and one (1) seven and one-half (7%) hour tour.]
- c) A request by an employee for a change in the posted shift schedule must be submitted in writing and co-signed by the employee willing to make the exchange. Such request is subject to approval by the Hospital and will not be unreasonably denied. Such exchange shall not in any event result in premium or overtime payment by the Hospital.
- d) The Hospital will endeavour to schedule one (1) weekend off in two (2).

If an employee is required to work a third [3rd] consecutive weekend, she/he will receive premium pay as provided for in Article 14.03 for all hours worked on such third [3rd] weekend and each subsequent weekend worked until a weekend off is scheduled save and except where:

L 16

- 1) such weekend worked by an employee to satisfy specific days off requested by such employee; or
- 2) such employee requested weekend work; or
- 3) such weekend is worked as a result of exchange of tours with another employee.

For the purpose of this section, a weekend is defined as any period of fifty-six (56) consecutive hours during the period following completion of the Friday day tour until commencement of the Monday day tour.

- e) Split tours will not be scheduled.
- f) The day shift will be the first (1st) shift of day.
- g) The Hospital will schedule five (5) consecutive days off at either Christmas or New Year's.

The scheduling provisions of I - 2 may be waived by the Hospital between the second [2nd] Monday in December and the second [2nd] Monday in January to provide for Christmas and New Year's scheduling.

Time off at Christmas will include December 24th, December 25th and December 26th.

Time off at New Year's will include December 31st and January 1st.

- h) The Hospital will endeavour to schedule fifty percent (50%) of the full-time employees' tours on the day shift.

ARTICLE J -JOB SHARING

J - 1 If the Hospital agrees 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) employees and the Head Nurse of the Unit.

- 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/his partner, as well as with other employees as provided by the Collective Agreement.
- 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 employee 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 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.

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 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.

g) Implementation

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

- h) Any incumbent full-time employee wishing to share her/his position may do so without having her/his half ($\frac{1}{2}$) of the position posted. The other half ($\frac{1}{2}$) of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

- i) If one (1) of the job sharers leaves the arrangement, her/his 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 employee will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

- j) Discontinuation

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

ARTICLE K - MISCELLANEOUS

K - 1 The Hospital will provide the Union with a bulletin board, to be located outside the cafeteria, for the posting of notices related to Union business. All such notices shall be signed by a member of the Local Union Executive and approved by the Hospital. Approval shall not be unreasonably withheld.

K - 2 Modified Work

- (a) The Hospital will notify the Local President of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D. or when an employee requires a modified work program.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and the local representative to discuss the circumstances surrounding the employee's return to suitable work.

K - 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.

K - 4 The Hospital will continue to supply scrub clothes and/or lab coats to those employees who are required by the Hospital to wear them.

K - 5 An employee shall not be scheduled on call/standby on her/his regularly scheduled weekends off or on vacation unless requested by the employee.

ARTICLE L - VIOLENCE

- L - 1 The Employer agrees that no form of verbal, sexual, racial or other abuse of employees will be **condoned** in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to **rectify** the abusive situation.


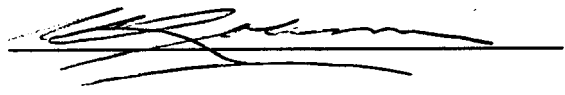
- L - 2 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

- L - 3 The Hospital agrees to develop a policy to address the issue of Violence.



SIGNING PAGE - LOCAL PROVISIONS

SIGNED AT MEAFORD, ONTARIO THIS 26th DAY OF September, 1997.

FOR THE HOSPITAL:

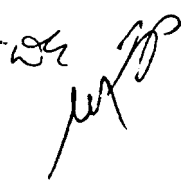



FOR THE UNION:


Employment Relations Officer


EFFECTIVE DATE: April 1, 1996

~~EXPIRY DATE: March 31, 1998~~



LETTER OF AGREEMENT

BETWEEN

MEAFORD GENERAL HOSPITAL
[hereinafter referred to as the "Hospital"]

AND

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

RE: SELF SCHEDULING

Where there is self scheduling on a unit, the scheduling provisions of the Collective Agreement apply.

RENEWED AT MEAFORD, ONTARIO THIS 25th DAY OF September, 1997.

FOR THE HOSPITAL:

FOR THE UNION:

Employment Relations Officer

EFFECTIVE DATE: April 1, 1996
~~EXPIRY DATE: March 31, 1998~~

Handwritten initials/signature

LETTER OF UNDERSTANDING

BETWEEN

MEAFORD GENERAL HOSPITAL
[hereinafter referred to as the "Hospital"]

- AND -

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

RE: REFERENCE TO E - I

The request for more than one (1) employee from any one (1) unit will not be unreasonably denied.

SIGNED AT MEAFORD, ONTARIO, THIS 25th DAY OF September, 1997.

FOR THE HOSPITAL:

FOR THE UNION:

D. Swans

Kevin. G. G. G.
Employment Relations Officer

[Signature]

[Signature]

~~EFFECTIVE DATE: April 1, 1996~~
~~EXPIRY DATE: March 31, 1998~~

[Handwritten initials]

LETTER OF UNDERSTANDING

BETWEEN

MEAFORD GENERAL HOSPITAL
[hereinafter referred to as the "Hospital"]

-AND-

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

RE: SCHEDULING COMMITTEE

The parties agree to establish a Scheduling Committee.

It shall consist of up to three (3) members of the Union and up to three (3) representatives of the Hospital. The Committee shall be called **by** mutual agreement of the parties. There shall be representation from full-time and part-time nurses on the Committee.

SIGNED THIS 28th DAY OF September, 1997.

FOR THE HOSPITAL:

Swans

[Signature]

FOR THE UNION:

[Signature]
Employment Relations Officer

[Signature]

EFFECTIVE DATE: April 1, 1996

~~EXPIRY DATE: March 31, 1998~~

[Signature]