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NO. OF EMPLOYEES	260		
NO. OF CONTRACTORS	24		

COLLECTIVE AGREEMENT

Between

ST. MARY'S GENERAL HOSPITAL, KITCHENER
 (hereinafter referred to as "the Hospital")

- and -

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

AS OF: APRIL 1, 1996

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Note: The parties agree that the articles not designated **as** full-time only or part-time only apply to both full-time and part-time nurses.

ARTICLE A - RECOGNITION

A.01 Full-Time Only

The Hospital recognizes the Association as the Bargaining Agent of all lay, Registered and Graduate Nurses employed by the Hospital, engaged in nursing care, save and except Head Nurses and persons above the rank of Head Nurse and persons regularly employed for not more than 24 hours per week.

A.02 Part-Time Only

The Hospital recognizes the Association **as** the Bargaining Agent of all lay, Registered and Graduate Nurses employed by the Hospital, engaged in nursing care, regularly employed for not more than 48 hours in two (2) weeks save and except head nurses and persons above the rank of head nurse.

ARTICLE B - RESERVATION OF MANAGEMENT RIGHTS

B.01 The Association acknowledges that, except **as** modified by any other article of this Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:

- (a) to ~~maintain~~ order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses and before a new or amended policy is made effective by the Hospital affecting the working conditions of the nurses there shall be notice to and discussion with the Local Association. The Hospital will provide a copy of such policy to the Association;
- (b) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to assign nurses to tours and to increase and decrease working forces, provided that a claim of discriminatory retirement, classification, promotion, transfer, demotion, discipline or suspension, or a claim by a nurse that she has been discharged or suspended without reasonable cause, may become the subject of a grievance and be dealt with **as** hereinafter provided;

- (c) to determine the number and location of the Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of safety and well-being of the Hospital patients and the public.

B.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

C.01 Full-Time Only

- (a) In reference to Article 6.01 (a), there shall be seven (7) Nurse Representatives. Either the Hospital or the Association may request a review of the number of Nurse Representatives, and by mutual agreement, the number of representatives may be increased or decreased.

Part-Time Only

- (b) There shall be three (3) Nurse Representatives.

C.02 In reference to Article 6.03, there shall be a Negotiating Committee of not more than four (4) nurses employed by the Hospital provided not more than one (1) nurse comes from a unit.

C.03 In reference to Article 6.01 (b), there shall be a Grievance Committee of not more than four (4) nurses employed by the Hospital provided not more than one nurse comes from a unit.

C.04 In reference to Article 6.02 (a), there shall be four (4) nurses on the Hospital-Association Committee. The Hospital will appoint an equal number.

ARTICLE D - ASSOCIATION INTERVIEW

D.01 The Hospital shall advise the Local Association President or her designee of the time and place to interview newly hired nurses as required in Clause 5.06. Such interview shall be conducted during the first three (3) days of the new nurse's orientation program.

ARTICLE E - SCHEDULING

- E.01 (i) Tour schedules shall be posted two (2) weeks in advance, shall cover a minimum of six (6) weeks, and be posted so as to have a minimum of four (4) weeks schedule in advance showing at all times. Requests for change in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange days off or tours. It is understood that such changes in schedules initiated by a nurse and approved by the Hospital shall not result in overtime payment.
- (ii) The Hospital will endeavour to post Christmas and New Year's time schedules by November 15th of each year and schedules covering July and August by June 1st of each year.
- (iii) Regular part-time nurses shall be equitably pre-scheduled for all anticipated hours arising from the full-time rotations, up to their commitment within two (2) tours on the six (6) week schedule.
- (iv) All additional unscheduled tours will be offered to regular part-time nurses, on each unit, on the basis of equatibility first, per pay period, then seniority prior to being offered to casual part-time nurses. Shifts will be deemed to be offered whenever a call is placed.

Each unit will develop a method of record keeping to implement the above.

E.02

The Hospital agrees that it will not require a nurse to work a schedule of more than seven (7) consecutive days without her consent.

If a nurse is required by the Hospital to work more than seven (7) consecutive days, she shall receive premium payment in accordance with Article 14.03 for the eighth (8th) day so worked. Such premium payment shall not apply where:

- (i) the eighth (8th) day is worked by the nurse to satisfy specific days off requested;
- (ii) such nurse has requested to work the eighth (8th) day;
- (iii) the eighth (8th) day is worked as a result of an exchange of tours with another nurse.
- E.03 There will be not less than a period of fifteen and three-quarter (15-3/4) consecutive hours between tours worked by a nurse without the written consent of such nurse.

In the event that a nurse is scheduled less than fifteen and three-quarter (15-3/4) consecutive hours off between tours worked, she shall be paid premium payment in accordance with Article 14.03 for the first tour worked.

In the event that a nurse is ordered to work with less ~~than~~ fifteen and three-quarter (15-3/4) consecutive hours between tours and works more than two (2) consecutive hours when so ordered, she shall be paid a premium equal to half of her regular straighttime hourly rate for

the first tour worked. Such premium will be paid in accordance with Article 14.03 of the Central Document.

E-04 Full-Time Only

In any two (2) week period at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split by mutual consent.

E.05 Full-Time Only

A nurse shall be scheduled for at least one (1) weekend off in three (3) plus the tour immediately preceding or following such weekend period. If a nurse is required by the Hospital to work more than two (2) weekends consecutively² such nurse shall receive time and one-half (1½) of her basic straighttime hourly rate for a maximum of two (2) tours for each additional weekend worked, save and except where:

- (a) such weekend has been worked by the 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 tours with another nurse.

E.06 Full-Time Only

A nurse who normally rotates on all three (3) tours shall not be scheduled to work more than two (2) consecutive weeks on any tour without her consent. A nurse may not be required to change tours of duty more than once during a work week.

E.07 Full-Time Only

The Hospital will schedule so that fifty percent (50%) of the working time is on day tour plus or minus one (1) tour per schedule. The Hospital will endeavour to balance such scheduling

on a quarterly basis. However, the Association agrees that in areas where the normal workload involves all three (3) tours, this provision need not be enforced; for example, Intensive Care Unit shall be exempt from this provision. However, in such Units the Hospital will nevertheless endeavour to schedule fifty percent (50%) of the working time on the day tour plus or minus one (1) tour per schedule.

E.08 Full-Time Only

A nurse will be scheduled off work for not less than five (5) consecutive days at either the Christmas or New Year's season, unless the nurse requests otherwise, except in areas which are not normally required to work on week-ends and statutory holidays. The normal scheduling conditions shall be waived between December 15th and January 15th to accommodate this special arrangement.

Full-Time and Part-Time

Time off at Christmas shall include December 24, 25 and 26. Time off at New Year's shall include December 31 and January 1st.

Full-Time Only

In the event that a nurse receives less than five (5) consecutive days off, as above, she will be paid premium payment in accordance with Article 14.03 for the first tour so worked.

E.09 Full-Time Only

Rest periods will be scheduled during each half (½) tour.

E.10 Part-Time Only

A rest period of fifteen (15) minutes will be granted during each half tour provided the duration of each half tour is not less than three (3) hours.

E.11 Full-Time Only

A permanent two shift rotation shall be considered by the Hospital upon request of the employee.

E.12 Part-Time Only

A Regular Part-Time nurse who fails to honour her commitment may be reduced to Casual Part-Time at the discretion of the Hospital.

The Hospital will notify the Association of any nurse reduced to Casual Part-time and the Association may request to meet and discuss this action prior to the issue being finalized.

E.13 Part-Time Only

Where a nurse desires a change in category, she must place her request for transfer in writing to the Director of Nursing.

E.14 Part-Time Only

All additional unscheduled tours will be offered to regular part-time nurses on each unit on the basis of seniority prior to being offered to casual nurses. Shifts will be deemed to have been offered whenever a call is placed.

E.15 Part-Time Only

(a) Regular Part-Time Nurse

The Regular Part-Time nurse must be available **as** required by the Hospital to work eleven (11) calendar months of the year which must include December and either July or August subject to Article H, Clause H.02 and Clause H.03 and her commitment will include the following conditions:

- (1) One (1) weekend worked in three (3) weeks;
- (2) Two (2) tours worked per week. For this purpose a week is defined as being from Saturday to Friday.

No nurse shall be scheduled to work day tour only. A nurse must be available for evening or night tours of duty. However, a preference for regular evening **or** night tours is acceptable to the Hospital.

- (3) May be required to **work** up to three (3) days at either the Christmas or the New Year's season.

- (4) Work a minimum of three (3) recognized Holiday weekends during the year exclusive of Christmas and New Year's.

(b) Casual Part-Time

The Casual Part-Time nurse shall make the following commitments:

- (1) Declare, on a bi-weekly basis, availability or non-availability for work on specified days of the next two (2) week period.
- (2) A nurse who declares herself available for any tour and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances becomes known.

E.16 Part-time Only - FOUR (4) HOUR TOURS

- (a) The Hospital will endeavour to keep the number of scheduled four (4) hour tours to a minimum.
- (b) No part-time nurse will be scheduled solely on four (4) hour tours in any pay period, except where such arrangements are requested by the nurse.
- (c) Nurses working four (4) hour tours shall not be scheduled to work more than five (5) consecutive tours except by mutual agreement.

ARTICLE F - STAND-BY

F.01 Full-Time Only

There shall be equal distribution of Stand-by duty with the option to exchange. **It is understood that such change in schedule initiated by a nurse, and approved by the hospital, shall not result in overtime payment.**

ARTICLE G - SENIORITY LISTS

- G.01 The Hospital will supply the Association with three up-to-date copies of the seniority lists twice each year -June 1st and December 1st.

ARTICLE H - VACATIONS

H.01 For the purpose of calculating vacations, the vacation year shall be from May 1st of any given year to April 30th of the following year.

Full-Time Only

There shall be no carry-over of vacation credits from one year to the next.

H.02 Full-Time Only

The first three weeks of vacation shall be allotted to an employee on a concurrent basis and, if entitled to fourth and **fifth** weeks, at a time acceptable to the Hospital.

H.03 Summer vacation schedules shall be posted by May 1st annually, provided the requests for vacation are received by the Director of Nursing or her designate by April 1st and winter vacation schedules shall be posted by November 15th provided the requests are received in like manner by October 15th. Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

H.04 Nurses shall be given preference with respect to their vacation period in accordance with seniority. However, a nurse may exercise her seniority rights on a once only basis during each vacation year.

H.05 Full-Time Only

Except as modified by Article 16, vacation pay shall be computed so that a nurse will receive the amount of money normally earned on a regular work schedule which shall be included in the salary cheque issued immediately preceding the commencement of vacation if requested at least one (1) month in advance in writing.

ARTICLE I - PAID HOLIDAYS

I.01 In reference to Article 15.01, the following paid holidays shall be recognized:

- | | |
|------------------------|------------------------|
| New Year's Day | Civic Holiday |
| 2nd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | 2nd Monday in November |
| Victoria Day | Christmas Day |
| Canada Day/July 1st | Boxing Day |

I.02 Full-Time Only

In reference to Article 15.05, lieu days off shall be taken within thirty (30) days either prior to or following the holiday. The lieu day is to be scheduled with a weekend off whenever possible. If the lieu day cannot be scheduled with a weekend off, then it is to be scheduled at a time mutually agreeable between the nurse and the Hospital.

I.03 Full-Time Only

In reference to Article 15.04 (a) and (b), the additional day will be taken at a mutually agreed time.

I.04 Full-Time Only

The Hospital will schedule so that no nurse is required to work more than sixty percent (60%) of the recognized holidays, it being understood that normal schedules may require adjustment once a year in addition to the waiver provided for in E.08; and when a nurse is scheduled off on a recognized holiday that falls immediately prior to or after a weekend, the nurse shall be scheduled off for the weekend as well whenever practical.

ARTICLE J - ASSOCIATION BUSINESS - LOCAL

J.01 In reference to Article 11.02, there shall be leaves of absence not exceeding an aggregate of seventy (70) working days in a calendar year provided the number of nurses on such leave does not exceed four (4) at any one time and no more than one (1) nurse is absent from any one (1) unit. The Association will provide two (2) weeks notice to the Hospital.

Where a nurse, as a member of the Association, must participate in matters relating to legislated requirements such reasonable time as is necessary to comply with such requirements will not be included for purposes of the seventy (70) aggregate days in J.01.

J.02 Full-Time Only

Where an employee has been scheduled for a leave for Association business and the employee takes ill prior to the commencement of the leave and as a result is unable to attend to such Association business the time will be considered sick time and if payment due will be governed by the Terms of the Sick Plan.

ARTICLE K - GENERAL

K.01 The Hospital will provide a maximum of five (5) bulletin boards for the use of the

Association at locations as are mutually agreed upon, it being understood that such notices will be in accordance with the requirements of the Hospital. It is agreed that the President of the Local will be notified when such notices are removed. Notices of Association meetings may be posted two (2) weeks in advance of the meeting date on one (1) bulletin board in each Nursing Unit.

K.02 Nurses in the Intensive Care Unit, Surgical Suite (O.R. and PACU) and Emergency Room shall be provided with scrub dresses without cost to the nurse and which shall remain the property of the Hospital. Scrub dresses will be laundered by the hospital without charge. Nurses in the Operating Room shall be provided with scrub hats as determined by the Hospital.

K.03 Pre-Paid Leave Plan

The number of nurses that may be absent at any one time shall be a total of six (6) from both Bargaining Units.

K.04 Where an error equal to one full shift or more has occurred on a nurse's regular pay, the Employer shall reimburse the nurse by cheque within (3) working days exclusive of Saturday, Sunday and Holidays provided that the time sheet had been initialled by the nurse, where possible. Errors equal to less than one (1) full shift will be corrected on the next pay cheque.

ARTICLE L - EXTENDED TOURS AND HYBRID SCHEDULES

L.01 (A) Extended Tours and Hybrid Schedules (combination of 7.5 hours and 11.25 hour tours) shall be introduced in any unit when:

- (i) Fifty-one percent (51%) of the nurses in the unit so indicated by secret ballot; and
- (ii) The secret ballot referred to in L.01 (A)(i) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.
- (iii) Extended tours introduced on any unit must continue for a minimum of six (6) months before another vote is taken.

(B) Extended Tours and Hybrid Schedules (combination of 7.5 hours and 11.25 hour tours) may be discontinued in any unit when:

- (i) Fifty-one percent (51%) of the nurses in the unit so indicated by secret ballot; and
- (ii) The Hospital establishes that Extended Tours/ Hybrid Schedules cause:
 - (a) adverse patient care, or
 - (b) inability to provide a workable staffing schedule, or
 - (c) financial constraint or other reasons that are neither unreasonable or arbitrary.

In either (A) or (B), the parties agree that at least sixty (60) days' notice must be given before Extended Tours or Hybrid Schedules are discontinued.

L.02 A nurse shall not be required to work more than three (3) consecutive extended tours without days off. If a nurse is required to work more than three (3) consecutive extended tours, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement, for every consecutive day worked following the third (3rd) consecutive day worked.

L.03 Full-time nurses on Extended Tours or Hybrid Schedules shall be scheduled off every second (2nd) weekend. Should the nurse be scheduled to work the additional weekend, she shall be paid in accordance with Article 14.03 for all hours worked on the additional weekend and subsequent weekends until a weekend is scheduled off.

(For Full-time nurses working only 7.5 hour tours in a hybrid schedule E.05 will apply.)

ARTICLE M - JOB SHARING

M.01 Job Sharing

Recognizing that some employees desire a more flexible working arrangement than is currently provided in the Collective Agreement and pursuant to Article 20.01 of the Central Collective Agreement, the parties agree to the following terms and conditions and scheduling regulations for Job Sharing:

M.02 Implementation

- (a) Job sharing requests with regard to Full-Time positions shall be considered by the Vice-president of Nursing or designate on an individual basis.
- (b) The total number of job shared positions Hospital wide will be up to a maximum of twenty-five (25) positions. This number may be increased with the consent of the Union and the Hospital.
- (c) Article E.15 (1) (2) (3) (4) does not apply to Job Sharers; however Preamble (a) of E.15 remains and is applicable.

M.03 Job Posting

- (a) 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.
- (b) Where the arrangement arises because of the desire of an incumbent Full-Time nurse to share her position, she may simply choose to do without having her half of the job posted. However, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- (c) If more than one (1) nurse in an area desires to job share their position the nurses must make a request in writing to the Vice-president of Nursing or designate, the decision of which job(s) is (are) to be shared will be based on seniority.
- (d) If one of the job sharers leaves the arrangement her position will be posted. If there is not a 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 original Full-Time position. If she does not continue Full-Time, the position must be posted according to the Collective Agreement.

M.04 Scheduling

- (a) Posted schedules for the job sharers shall be based on the schedules that would apply to a Full-Time nurse holding that position. Such schedule shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- (b) Total hours worked by the job sharer shall equal one (1) Full-Time Position. Job sharers will have the option of determining between themselves which portion of the

rotation they will work, however, this determination must be made before the schedule is posted. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule had been posted must conform with the Department of Nursing Policy.

- (c) Each job sharer may exchange shifts with her partner, **as** well as with other nurses as provided by the Collective Agreement and the established Department of Nursing policy.
- (d) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a Full-Time nurse would be required to work.
- (e) 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. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may **only** make themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment. Job sharers may be offered additional tours on their partner's scheduled days when no other regular part-time nurse is available on that unit.
- (f) Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Central Agreement for purposes of scheduling vacation, job sharers will be treated **as** regular part-time.
 - (a) In accordance with E.15 (a), in the event that one (1) 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.
 - (b) For the purposes of scheduling vacation, job sharers, in accordance with E.15 (a), will be treated as regular part-time.
- (g) Following the trial period, the Hospital may discontinue individual job sharing positions for valid reasons with sixty (60) day's notice to the job sharing nurses. Prior to any discontinuation of individual job shared positions, problems shall be referred to the Hospital Association Committee for resolution.

ARTICLE N - HEALTH AND SAFETY

- N.01 The Employer agrees to supply the Association's Occupational Health and Safety representative with a copy of the WCB Form 7 (Employer's report of Accidental Injury or Industrial Disease), or the Employer's own form containing the same information pertaining to any member of the Association.
- N.02 The Employer will provide upon request of the Association's Health and Safety Representative the names of all members of the Association absent from work due to work related injury, illness, or in receipt of LTD benefits.
- N.03 Prior to any nurse returning to work on a modified/light/alternate work program, the Employer will meet with the nurse and a representative of the local Association to discuss the terms and conditions of such program.

Dated at Hamilton, Ontario, this 06th day of February, 1998.

FOR THE EMPLOYER

Sheild
J. J. Bourman
Bob Robb

FOR THE ASSOCIATION

Donna Brown ERU
Kami Medler M
Lyndle Rudy Ryan
Elizabeth Lawrence J.N.

LETTER OF UNDERSTANDING

Between

ST. MARY'S GENERAL HOSPITAL (KITCHENER)

- and -

ONTARIO NURSES' ASSOCIATION

RE: Policy - Violence in the Workplace

The parties agree to form a joint unions/management committee during the term of this Agreement, to review the hospital's current policies and update as necessary.

Dated at Hamilton, Ontario, this 06th day of February, 1998.

FOR THE EMPLOYER

[Signature]

J. J. Borman

Bob Robbins

FOR THE ASSOCIATION

[Signature]

Lynn Weston

Lynelle Purdy Rugh

Elizabeth Louwell

LETTER OF UNDERSTANDING

Between

ST. MARY'S GENERAL HOSPITAL (KITCHENER)

- and -

ONTARIO NURSES' ASSOCIATION

RE: Self-scheduling

The parties agree to meet to implement Self-scheduling if either party desires to introduce "self-scheduling" on any unit. The parties shall be guided, but not limited, to the following principles:

1. Full and Part-time nurses on a unit may, on a volunteer basis, self-schedule but ~~violations~~ of the Collective Agreement - Central and Local will not be permitted.
2. Nurses affected vote by secret ballot to indicate willingness to participate in a trial of self-scheduling.

Such vote to be conducted by the Union.

Ninety (90) percent must be in favour.
3. Trial period to run at least six (6) months.
4. At six (6) months another vote must be conducted to continue self-scheduling.
5. The method to be used in self-scheduling must have approval of the Union and the Hospital.

Dated at Hamilton, Ontario, this 26th day of February, 1998.

FOR THE EMPLOYER

[Signature]
J. J. Bowman.
Bob Robins

FOR THE ASSOCIATION

[Signature]
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[Signature]
[Signature]