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**COLLECTIVE AGREEMENT**

BETWEEN

**HANOVER AND DISTRICT HOSPITAL**  
 [hereinafter referred to as the "Hospital"]

- and -

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

**FULL-TIME & PART-TIME**

**RECEIVED**  
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**APPENDIX "3"**

**SALARY SCHEDULE - FULL-TIME & PART-TIME NURSES**

**CHARGE NURSE:**

The regular straight time rates for all full-time & part-time nurses shall be as follows:

**PAY EQUITY ADJUSTED RATES**

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

**TO BE INCLUDED LATER FROM CENTRAL AGREEMENT**

The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and other classifications which are covered by the Collective Agreement.

**APPENDIX "3"**

**SALARY SCHEDULE - FULL-TIME & PART-TIME**

**REGISTERED NURSE:**

The regular straight time rates for all full-time and part-time nurses shall be as follows:

**PAY EQUITY ADJUSTED RATES**

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

**TO BE INCLUDED LATER FROM CENTRAL AGREEMENT**

The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and other classifications which are covered by the Collective Agreement.

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**APPENDIX "3"**

**SALARY SCHEDULE**

**FULL-TIME & PART-TIME**

**GRADUATE NURSE:**

The regular straight time rates for all full-time & part-time nurses shall be as follows:

**PAY EQUITY ADJUSTED RATES**

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

**TO BE INCLUDED LATER FROM CENTRAL AGREEMENT**

**APPENDIX "4"**

**SUPERIOR CONDITIONS - FULL-TIME**

**SICK LEAVE CREDITS**

The sick leave credits for nurses employed prior to April 1, 1982 are retained in a sick leave bank and have been converted to a dollar amount based on the nurse's hourly rate as of March 31, 1982.

On termination of employment, if not for cause, one-half ( $\frac{1}{2}$ ) of the dollars in the sick leave bank held to the nurse's credit, to a maximum equivalent of thirty (30) days pay based on the daily rate of the nurse in effect March 31, 1982, will be paid to the nurse.

**APPENDIX 4**

**SUPERIOR CONDITIONS - PART-TIME**

**VACATION**

All part-time nurses shall be entitled to vacation pay based on the applicable percentage provided in accordance with the vacation entitlement of full-time nurses, of their gross earnings in the preceding year.

Five (5) week entitlement - ten percent (10%) after fifteen (15) years of service.

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**APPENDIX 5**

**LOCAL ISSUES**

BETWEEN

**HANOVER & DISTRICT HOSPITAL**  
[hereinafter referred to as the "Hospital"]

- AND -

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

**FULL-TIME & PART-TIME**

**APPENDIX "5"**

**LOCAL ISSUES**

**ARTICLE A - RECOGNITION**

A - 1        Full-Time:

The Hospital recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all full-time registered and graduate nurses employed in a nursing capacity by Hanover and District Hospital, Hanover, Ontario, save and except Patient Care Managers and persons above the rank of Patient Care Managers.

Part-Time:

The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses who are regularly employed to work less than the normal full-time hours per week in a nursing capacity by Hanover and District Hospital, Hanover, save and except Patient Care Managers and persons above the rank of Patient Care Manager.

**ARTICLE B - ASSOCIATION REPRESENTATION**

B - 1        The number of nurse representatives will be four (4) nurses.

B - 2        There shall be a grievance committee composed of three (3) nurses.

B - 3        The Hospital-Association Committee shall be composed of three (3) representatives of the Association and three (3) representatives of the Hospital. The Committee may be expanded by mutual consent.

B - 4        There shall be a Negotiating Committee composed of three (3) nurses.

Where a nurse on the Negotiating Committee is scheduled to work the night tour immediately prior to the day tour on which negotiations take place, her/his scheduled tour for that day will be changed from the night tour to the day tour, Where a nurse on the Negotiating Committee is scheduled to work the evening tour on the day which negotiations take place, her/his scheduled tour for that day will be changed from the evening tour to the day tour.

- B - 5 Part-Time nurses shall be represented in accordance with the provisions of Article B - 1 to B - 4. It is further agreed that the Employer acknowledges the right of the Association to have Part-Time nurse representatives on each Committee provided for in Article B - 1 to B - 4. The total members on the respective Committees will not exceed those listed in Article B.

### **ARTICLE C - ASSOCIATION INTERVIEW**

- C - I The Hospital agrees to allow a representative of the Association a pre-determined scheduled time period during the Orientation Program to meet newly hired nurses. Should there be any change in the scheduled time period, the Hospital will notify the Association representative in advance of the change.

The Hospital will advise the Local President monthly of the names of nurses newly hired and their area of assignment.

### **ARTICLE D - MANAGEMENT RIGHTS**

- D - I The Association 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. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- a) maintain order, discipline and efficiency;
  - b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses provided that a claim of discharge, discipline or suspension without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
  - d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;



- e) **make**, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

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

**ARTICLE E - SENIORITY LIST**

E - 1 In accordance with Article 10.02 of the Collective Agreement, a seniority list will be filed with the President of the Local by March 1st and September 1st.

E - 2 For purposes of determining a full-time nurse's seniority date, all hours worked by the nurse in a part-time capacity shall be converted on the following basis:

Up to March 1, 1985	- 1800 hours	= 1 full-time year
March 1, 1985 to June 1, 1986	- 1650 hours	= 1 full-time year
From June 1, 1986	- 1500	= 1 full-time year

E - 3 With reference to Article 10.02(b) (iii) of the Central Document, seniority for part-time nurses shall commence with the date of employment.

With reference to Articles 10.08(a) and (b), a full-time staff nurse position shall not be deemed to be a position outside the bargaining unit for purposes of this Article.

**ARTICLE F - ASSOCIATION LEAVE**

F - 1 In accordance with Article 11.02 of the Full-Time and Part-Time Collective Agreement, the cumulative total leave of absence shall be thirty-five (35) days per calendar year for all nurses.

**ARTICLE G - SCHEDULING REGULATIONS**

G - 1 The Hospital agrees to maintain the following regulations in the formulation of working schedules for shifts of seven and one-half (7 ½) hours or less:

- a) The day shift shall be the first [1st] shift of the day.
- b) Nurses will not be scheduled to work more than seven (7) consecutive days.

- c) Work schedules will be posted six (6) weeks in advance and cover a six (6) week period.

Proposed Master Rotations will be developed by each Patient Care Manager jointly with the nursing staff on her/his unit, and must be reviewed by the Hospital-Association Committee prior to implementation.

- d) No split shifts.
- e) Full-Time: The Employer shall ensure each nurse two (2) weekends off in four (4) weekends and will endeavour to provide one (1) weekend off in two (2) weekends.

Part-Time: The Employer shall ensure each nurse at least three (3) weekends off out of six (6) weekends, unless otherwise mutually agreed between the nurse and the Employer.

- 9 Request for change in posted time schedules shall be arranged by the nurse and the nurse willing to exchange days off or tours of duty. Such request initiated by the nurse shall not result in overtime compensation.
- g) The schedule shall provide a minimum of twenty-four (24) hours between the starting time of one scheduled shift and the starting time of the next scheduled shift when changing shifts.
- h) The regular schedule shall provide for a minimum of forty-seven (47) hours time off when the tour of duty is changed following night duty provided the nurse has worked a minimum of three (3) consecutive night tours.
- i) A weekend is defined as being fifty-six (56) consecutive hours off between the completion of the Friday day shift and the commencement of the Monday day shift. For clarity, weekends for extended tour areas begin at 1930h on Friday.

A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third [3rd] and subsequent consecutive weekend, save and except where:

- 1) such weekend has to be worked by the nurse to satisfy days off requested by the nurse;
- 2) such nurse has requested weekend work;

Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve Day and New Year's Day. Only scheduling regulations b), e) and i) will be waived between December 15th and January 5th to accommodate this special arrangement.

- l) Nurses shall have the right to alternate having Christmas and New Year's off.
- m) The above scheduling regulations may only be waived upon agreement of the nurse, a group of nurses, the Hospital and the Employment Relations Officer.
- n) For the purpose of clarity, the normal daily tours are:

Day Tour		0730 Hours to 1530 Hours
Evening Tour	-	1530 Hours to 2330 Hours
Night Tour	-	2330 Hours to 0730 Hours

For the purpose of clarity, the weekend premium, as specified in Article 14.15 of the Collective Agreement, will be paid for all time worked during the period 2330 hours Friday and 2330 hours Sunday.

G - 2      Extended Tours

The following regulations shall govern the scheduling of work for nurses working Extended Tours:

- a) nurses will not be required to work more than three (3) consecutive tours.
- b) all other scheduling regulations which apply to nurses working the regular daily tour as provided in Article G-1.

G - 3      The Hospital's current practice for scheduling of meal periods and relief periods shall continue during the life of this Collective Agreement.

**ARTICLE H - DESIGNATED HOLIDAYS**

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

New Year's Day	Civic Holiday
Heritage Day (2nd Monday in Feb.)	Labour Day

Good Friday  
Victoria Day  
2nd Monday in June  
Canada Day (July 1st)

Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

H - 2 Full-Time: Where a nurse is **pre-scheduled** off on a weekend the Employer will endeavour to schedule the nurse off on the Paid Holiday in conjunction with that weekend without altering the rotation.

Part-Time: Where a nurse is **pre-scheduled** off on a weekend the Employer will endeavour to schedule the nurse off on the Paid Holiday in conjunction with that weekend. As well, if a nurse is **pre-scheduled** to work on a weekend the Employer will endeavour to schedule the nurse to work on the Paid Holiday in conjunction with that weekend.

H - 3 The first [1st] tour of the day for holiday purposes shall be the tour where the majority of hours fall on the actual calendar day.

H - 4 Nurses working Extended Tours shall have the option of banking three (3) paid holiday lieu days to be taken as two (2) extended tours off. Accumulated banked lieu days may be taken during July and August if sufficient staff are available to cover the requested time off.

H - 5 For the purposes of those unit where Extended Tours are worked, payment of premium pay shall be made for all hours worked from midnight to midnight on the Holiday.

H - 6 Where a nurse qualifies for a lieu day in accordance with Article 15.05, such day shall be selected by the nurse and the Nurse Manager by mutual agreement. Failing agreement, payment for the lieu day shall be in accordance with Article 15.03.

## **ARTICLE I - VACATIONS**

I - 1 The Hospital will give consideration to the nurses' preferences as to the timing of their vacation, however, where more nurses have indicated preference for the same period of time than the Hospital can reasonably grant, preference for choice of vacation period shall be granted in order of seniority. Vacation requests will not be unreasonably denied.

I - 2 Vacation lists for the period May 15th to October 14th shall be posted no later than March 1st each year and shall remain posted for the period of one (1) month and then withdrawn. **Finalized** vacation schedules will be posted one (1) month later.

- I - 3 Vacation lists for the period October 15<sup>th</sup> to May 14<sup>th</sup> shall be posted no later than September 1<sup>st</sup> each year and shall remain posted for the period of one (1) month and then withdrawn. **Finalized** vacation schedules will be posted one (1) month later.
- I - 4 Requests for vacation received in writing by the Patient Care Managers following the withdrawal of the vacation lists will be considered in the order in which they are received. It is understood that first [1<sup>st</sup>] consideration will be given to nurses who have indicated their preference for vacation on the vacation list prior to it being withdrawn.
- I - 5 In accordance with Article 16.01 of the Collective Agreement all part-time nurses shall be entitled to vacation pay based on length of service with the Hospital.
- I - 6 The conversion factor for vacation leave shall be as follows:
 

Up to March 1, 1985		1800 hours
March 1, 1985 to June 1, 1986	-	1650 hours
From June 1, 1986		1500 hours.
- I - 7 The Hospital shall continue its practice of paying vacation pay in each pay.

ARTICLE J - BULLETIN BOARDS

- J - I The Hospital will provide bulletin board space for the sole purpose of posting notices regarding meetings and other matters of the Association.

ARTICLE K - PRE-PAID LEAVE

K - I Pre-Paid Leave Plan

The number of full-time/part-time nurses eligible to participate in the pre- paid leave plan in any given year as referred to in Article 1 1. 11 will be at least one (1) full-time and one (1) part-time nurse per grouping as listed below. It is understood that the Hospital, at its discretion, may grant leave in excess of the numbers referred to above.

The grouping of Nursing Units referred to will be:

Unit 1	OBS and Dialysis
Unit 2	ER/OR/Recovery
ICU and Day Hospital	

**ARTICLE L - EXTENDED TOURS**

- L - 1 Extended Tours shall be introduced into any unit when:
- a) Eighty percent (80%) of the full-time and part-time nurses in the unit who vote so indicate by secret ballot; and
  - b) The Hospital agrees to implement extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

- L - 2 Extended tours may be discontinued, in any unit when:
- a) Fifty-one percent (51%) of the full-time and part-time nurses in the unit who vote so indicate by secret ballot; or
  - b) The Hospital because of:
    - 1) adverse effect on patient care
    - 2) inability to provide a workable staffing schedulestates its intention to discontinue extended tours in the schedule.

- L - 3 When notice of discontinuation is given by either party in accordance with paragraph (2) 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 extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

The voting procedure by which the decisions to implement or discontinue the extended tours shall be established by agreement between the Association and the Employer.

**ARTICLE M - MISCELLANEOUS**

- M - 1 Scrub Uniforms

The Hospital shall continue its practice of providing and laundering scrub uniforms to all nurses assigned to the operating room, recovery room, obstetrics, dialysis, intensive care unit, and emergency.

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- M - 2
- a) The Hospital will notify the Local President of the names of all nurses off work due to a work related injury or when a nurse goes on LTD.
  - b) When it has been medically determined that an employee is unable to return to 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 nurse's return to suitable work.
  - c) The Hospital agrees to provide the nurse with a copy of the Workers' Compensation Board's Form 7 at the same time as it is sent to the Board. Nurses may provide a copy of the Form 7 to the Local Representative, if they wish.

M - 3 Part-Time Commitment

A regular part-time nurse is committed to be:

- a) available to be scheduled thirty (30) hours per pay period;
- b) available to work weekends as required in G - 1 (e);
- c) available to work either Christmas time or New Year's period as defined in G - 1 (k).

## **ARTICLE N - ALTERNATE SCHEDULING**

N - 1 Job Sharing

If the parties mutually agree to implement a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions will apply, unless otherwise agreed by the parties.

- a) The job shared position shall be full-time. The nurses occupying the positions shall be considered part-time with all rights and privileges of part-time nurses under this Collective Agreement,
- b) Total hours worked by the job sharers shall equal one full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two nurses and the Patient Care Manager of the unit. Job sharers shall not be requested to work any tours outside of the tours of the full-time position, except where no other qualified part-time nurses are available.

- c) Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
- d) It is expected that both job sharers will cover each other's incidental illnesses. If because of unavoidable circumstances one cannot cover the other, the Patient Care Manager must be notified to arrange coverage. Job sharers are not required to cover for their partner in the event of extended absence.
- e) Vacation, Pregnancy & Parental Leave and other Leaves of Absence pursuant to Article 11 of the Full-Time and Part-Time Collective Agreements.

In the event that one member of a job sharing arrangement goes on any of the above Leaves of Absence, the coverage will be negotiated with the Patient Care Manager, but it is hoped that the remaining member of the arrangement would be prepared to cover the Leave of Absence as much as possible.

## 9 Implementation

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

- g) An incumbent full-time nurse wishing to share her/his position may do so without her/his half of the position being 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.
- h) If one (1) of the job sharers leaves employment with the Hospital, or leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared arrangement will revert to a full-time position. The remaining nurse will have the option of continuing in the full-time position. If she/he does not continue, the position must be posted according to the Collective Agreement.
- i) 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.



- N - 2        The Hospital will endeavour to provide equal distribution of hours to be worked by part-time nurses, who work in areas where they are scheduled to work less than 7.5 hours per day.

ARTICLE 0 -VIOLENCE

- O - 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.
- O - 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.
- O - 3        The Hospital agrees to review the existing policy on Staff Abuse with the Association.

SIGNING PAGE - LOCAL ISSUES

SIGNED AT HANOVER, ONTARIO, THIS 25 DAY OF NOVEMBER, 1997.

FOR THE EMPLOYER:

Suzanne White

KAE Wilson

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FOR THE ASSOCIATION:

John Vance Reg. N.  
Employment Relations Officer

S. Muscarelli

S. Vance

B. Ernest Reg.

LETTER OF UNDERSTANDING

Between

HANOVER AND DISTRICT HOSPITAL  
[hereinafter referred to as the "Hospital"]

- and -

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

**RE: RESPONSIBILITY PAY - EFFECTIVE SEPTEMBER 7, 1989.**

With reference to Article 19.04(d) of the Full-time and 18.04 (d) of the Part-Time Collective Agreement, the allowance will be paid to the nurse assigned the additional responsibility in the following areas:

- |  |   |
|--|---|
| 1) Paediatrics and Chronic (Unit 3)                            | 5) Medical Unit (Unit I)                          |
| 2) Dialysis  | 6) Intensive Care Unit (not necessarily occupied) |
| 3) Unit 2  | 7) Emergency                                      |
| 4) Obstetrics (When there are Patients, including assessments) |   |

RENEWED AT HANOVER, ONTARIO, THIS ~~22ND~~ DAY OF OCTOBER, 1996.  
RENEWED AT HANOVER, ONTARIO THIS ~~23~~ DAY OF NOVEMBER, 1997.

FOR THE HOSPITAL:

Suzanne White

KAE Wilson

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FOR THE ASSOCIATION:

John Vance Reg. N.  
Employment Relations Officer

[Signature]

S. Vance R.N.

[Signature]

APPENDIX "3"SALARY SCHEDULEFULL-TIME & PART-TIMEGRADUATE NURSE:

The regular straight time rates for all full-time & part-time nurses shall be as follows:

EFFECTIVE	JANUARY 1, 1996*		APRIL 1, 1997	
	REGULAR STRAIGHT TIME HOURLY RATE	MONTHLY RATED	REGULAR STRAIGHT TIME HOURLY RATE	MONTHLY RATE
START	17.30	2810.64	17.64	2866.85
YEAR 1	17.60	2859.98	17.95	2917.18

\*Pay Equity Adjusted Rates

APPENDIX "3"SALARY SCHEDULEFULL-TIME & PART-TIME NURSESCHARGE NURSE:

The regular straight time rates for all full-time & part-time nurses shall be as follows:

EFFECTIVE	JANUARY 1, 1996*		APRIL 1, 1997	
	REGULAR STRAIGHT TIME HOURLY RATE	MONTHLY RATE	REGULAR STRAIGHT TIME HOURLY RATE	MONTHLY RATE
START	18.75	3047.05	19.13	3107.99
YEAR 1	19.68	3198.07	20.07	3262.03
YEAR 2	20.48	3328.24	20.89	3394.80
YEAR 3	21.54	3500.32	21.97	3570.33
YEAR 4	22.60	3672.52	23.05	3745.97
YEAR 5	23.71	3853.19	24.19	3930.25
YEAR 6	25.03	4067.54	25.53	4148.89
YEAR 7	26.37	4285.31	26.90	4371.02
YEAR 8	27.72	4504.77	28.28	4594.84
YEAR 9	29.06	4722.46	29.64	4816.91

\*Pay Equity Adjusted Rates

The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and other classifications which are covered by the Collective Agreement,

APPENDIX "3"SALARY SCHEDULEFULL-TIME & PART-TIMEREGISTERED NURSE:

The regular straight time rates for all full-time and part-time nurses shall be as follows:

EFFECTIVE	JANUARY 1, 1996*		APRIL 1, 1997	
	REGULAR STRAIGHT TIME HOURLY RATE	MONTHLY RATE	REGULAR STRAIGHT TIME HOURLY RATE	MONTHLY RATE
START	17.94	2915.25	18.30	2973.55
YEAR 1	18.84	3061.50	19.22	3122.73
YEAR 2	19.59	3183.38	19.98	3247.05
YEAR 3	20.62	3350.75	21.03	3417.77
YEAR 4	21.64	3516.50	22.07	3586.83
YEAR 5	22.67	3683.88	23.12	3757.56
YEAR 6	23.95	3891.88	24.43	3969.72
YEAR 7	25.23	4099.88	25.73	4181.88
YEAR 8	26.51	4307.88	27.04	4394.04
YEAR 9	27.80	4517.50	28.36	4607.85

\*Pay Equity Adjusted Rates