

SOURCE	Union
EFF.	980401
TERM.	20010331
No. OF EMPLOYEES	30
NOMBRE D'EMPLOYÉS	df

COLLECTIVE AGREEMENT

Between

KEMPTVILLE DISTRICT HOSPITAL
(Hereinafter referred to as "the Hospital")

-and-

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

EXPIRY: 3/31/01

KEMPT01.C

ENTERED

12102(03)

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY

ASSESSMENT PERSON

- | | |
|---|--|
| <p>1. Ms. Marilyn G. Booth
Program Manager
Continuing Education – Nursing
Ryerson Polytechnical Institute
350 Victoria Street
Toronto, ON M5B 2K3
(w) 979-5035</p> | <p>5. Mrs. Maxine Pastirik
Teacher/Program Developer
Niagara College of Applied Arts
& Technology
54 Third Street
Welland, ON L3B 4W4
(w) 416-735-2211</p> |
| <p>2. Mrs. Patricia Lang
Vice-president, Academic
Georgian College
One Georgian Drive
Barrie, ON L4M 3X4
(w) 705-728-1968 x 1260</p> | <p>6. Ms. Darlene Steven
Associate Professor
School of Nursing
Lakehead University
966 Oliver Road
Thunder Bay, ON P7B 5E1
(w) 807-343-8643</p> |
| <p>3. Ms. Louise Lemieux-Charles
Asst. Prof. & Program Director
HMRU, Dept. of Health Admin.
Faculty of Medicine
University of Toronto
Room 201, McMurrich Bldg
12 Queens Park Crescent West
Toronto, ON M4S 1A8
(w) 978-6963</p> | <p>7. Ms. Judy Tiivel
Clinical Nurse Specialist-
Gerontology
Department of Nursing
The Toronto Hospital
Western Division
399 Bathurst Street
Toronto, ON M5T 2S8</p> |
| <p>4. Ms. Patricia Mandy
Director of Nursing
Henderson General Division
Hamilton Civic Hospitals
711 Concession Street
Hamilton, ON L8V 1C3
(w) 905-389-4411</p> | <p>a. Ms. Donna Tremblay
Dean, Health Sciences
Sault College of Applied Arts
& Technology
433 Northern Avenue
Sault Ste. Marie, ON P6A 5L3
(w) 705-759-6774</p> |

APPENDIX 4 - SUPERIOR CONDITIONS

Previously existing conditions retained as provided for in the O'Shea interest arbitration award dated October **23, 1981** include the following:

(Current) **ARTICLE 5 - ASSOCIATION SECURITY**

5.05 The list shall include all additional information which is currently being provided.

FULL-TIME

(Previous) **ARTICLE 22 - SICK LEAVE**

(Current) **ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY**

12.03(b) **Provisions and Qualifications**

1. Maximum accumulation **150** days as of effective date of transfer to HOODIP.
2. 50% of accumulated sick leave credits upon retirement or payment to her estate in the case of her death.
3. Five (5) years of continuous service with the **Hospital** at time of retirement or death.

(Previous) **ARTICLE 19 - EARNED LEAVE** - Clause 19.01 (i) and (ii) as they apply to

-

(Current) **ARTICLE 16 - VACATIONS**

16.01 (Note) Nurses who were **employed** as of October **23rd, 1981** are entitled to vacation on the following basis:

Less than seventeen (**17**) years of service, 1.67 days for each completed month of service.

PART-TIME

(Previous) ARTICLE 19 - EARNED LEAVE - Clause 19.01 as it applies to -

(Current) ARTICLE 16 - VACATIONS

In accordance with Article 16 - Note:

A casual part-time nurse who was employed as of October 23, 1981 will be paid to an amount equal to a percentage of her gross earnings on the following basis:

200 tours or less	- 4%
over 200 tours and up to 600 tours	- 6%
over 600 tours	- 8%

(Current) ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY

A nurse who transfers from full-time to part-time and who *exercises* her prerogative under Clause 12.02 will be entitled to the provisions as set out in Appendix 2 - Full-Time - 12.03 (b), 1, 2 and 3.

APPENDIX 5 -APPENDIX OF LOCAL PROVISIONS

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ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged on a full-time or part-time basis in nursing care by Kemptville District Hospital, save and except Head Nurses and persons above the rank of Head Nurse.
- A.2 The word "nurses" when used in this Agreement shall mean persons included in the above-described bargaining unit.
- A.3 "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT FUNCTIONS

- B.1 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 except as specifically limited by the provisions of this Agreement and, 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 or discipline 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.

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

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 Nurse Representatives

The Hospital will recognize three (3) nurse representatives from the following areas: Medical/Surgical (including long term care) (2), ER/OR (1).

C.2 Grievance Committee

The Hospital will recognize a Grievance Committee of three (3) nurses to attend grievance meetings as provided herein. This committee shall consist of executives of the Association and nurse representatives and a minimum of at least one (1) member of the executive as required.

C.3 Negotiating Committee

There shall be a Negotiating Committee composed of three (3) nurses, one (1) of whom shall be a part-time nurse.

C.4 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of two (2) representatives of the Association, one (1) of whom shall be the President and two (2) representatives of the Hospital, one (1) of whom shall be the Director of Nursing or her appointee. The membership of this Committee may be expanded by mutual consent, and advance notice shall be given.

ARTICLE D - LEAVE OF ABSENCE

D.1 Leave of Absence - Association Business

Leave of absence for Association business as provided for in Article 1 102 shall be given for up to an aggregate maximum of seventy (70) working days during the calendar year, provided that two (2) weeks' notice is given the Hospital. It is agreed that not more than two (2) nurses shall be absent from Medical Surgical (including Long Term Care) and not more than one (1) nurse shall be absent from ER/OR on such leave at one time.

ARTICLE E - HOURS OF WORK

E.1 Rest Periods

There shall be two (2) rest periods in each tour, the duration of the rest periods as set out in Article 13.01 (b). The rest periods may be taken consecutively upon approval by the Hospital.

E.2 The equivalent time off for accumulated overtime hours for full-time nurses as provided for in Article 14.09 shall be scheduled by mutual agreement but in any event must be taken within two pay periods.

- E.3**
- A. A full-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and additional, if any, consecutive and subsequent weekend, 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 shifts with another nurse.
 - B. A part-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a fourth and additional, if any, consecutive and subsequent weekend, 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 shifts with another nurse.

E.4 Scheduling Objectives

The following shall be the scheduling objectives:

- (a)
 - i) Schedules for full-time nurses may provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as four (4) days off **are** scheduled **each** fourteen (14) days. In any two (2) week period at least two (2) consecutive days off must be scheduled.
 - ii) Schedules for part-time nurses may be agreed upon to provide for more than five (5) consecutive days **of** work, but not more than seven (7) consecutive days of work.
- (b)
 - i) Schedules for full-time nurses will be posted at least eight (8) weeks in advance covering an eight (8) week period.
 - ii) Schedules for part-time nurses will be posted at least six (6) weeks in advance covering a six (6) week period.
- (c) Requests for change in posted time schedules must **be** submitted in writing and **co-signed** by the nurse willing to exchange days off or tour of duty. In any event, it is understood that such exchange if approved by the Hospital, shall **not** result in payment of overtime to the nurse affected.
- (d) Full-time nurses shall have at least one (1) weekend off in two (2).
- (e) A period of two (2) consecutive tours off shall be scheduled between a change of tours and at least forty-eight (48) hours time off between the completion of the night tour and commencement of the day shift. A shorter period of time between changes of tour may be scheduled by mutual consent.

- (f) These scheduling objectives may be waived between December 15th and January 10th, so that all nurses will receive five (5) consecutive days off at either Christmas or New Year's. **If** requested, time off at Christmas shall include December 24, 25 and 26, and time off at New Year's shall include December 31 **and** January 1.

The Hospital shall advise each nurse of these days six (8) weeks in advance.

This provision shall not apply to any area where **nurses** normally work Monday to Friday and **are** not normally scheduled to work on paid holidays.

- (g) It is understood that a weekend consists of fifty-six (56) consecutive hours **off** work following the completion of the Friday day shift to commencement of the Monday day shift.
- (h) No split shifts.
- (i) Nurses working extended tours shall not be required to work more than three (3) consecutive tours in a row.

E.5 (a) Regular Part-time Employees

Must be available as required by the Hospital and as follows:

1. Available to work every second weekend.
2. Available to work as scheduled:
 - (a) December 24th, 25th, and 26th, or
 - (b) December 31st and January 1st.
3. Available to work at least ~~two~~ (2) tours per week

Note: The Commitment for nurses who work in Emergency/OR is for 7.5 hour days and 7.5 hour evenings. The commitment for nurses working on Medical and Surgical is for 11.25 hour days and ■■25 hour nights as well as some 7.5 hour days, evenings and

nights.

A regular part-time nurse will be transferred to casual part-time if she has not fulfilled the commitment and is unable to provide good and substantial reason for not doing so.

(b) Casual Part-time Employees

- 1. Must Declare on a bi-weekly basis, her availability or non-availability for work on specified days of the next two (2) week period.**
- 2. A casual part-time employee 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 to her.**

E.6 Distribution of Part-time Work

- 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 regular part-time nurse who declares herself available for extra tours and later becomes unavailable shall notify *the* hospital as soon as this change of circumstances becomes known to her.**

E.7 Any of the above scheduling provisions for full-time nurses may be waived by mutual consent.

E.8 Introduction and Discontinuation of Extended Tours

- (1) Extended tours shall be introduced for all nurses (except all full-time nurses who work in O.R., E.O.R. and Recovery Room and all part-time nurses who work exclusively in such areas) **when:**
 - i) eighty percent (80%) of the nurses in the full-time bargaining unit and eighty percent (80%) of the nurses in the part-time bargaining unit so indicate by secret ballot; and
 - ii) the Hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonably arbitrary manner.
- (2) Extended tours may be discontinued in any event when:
 - i) fifty percent (50%) of the nurses in the two bargaining units (except all full-time ~~nurses~~ who work in O.R., E.O.R., and Recovery Room and all part-time nurses who work exclusively in such areas) so indicate by secret ballot; or
 - ii) the Hospital because of:
 - (a) adverse effects on patient care;
 - (b) inability to provide a workable staffing schedule;

(c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

(3) When written notice of discontinuation is given by either party in accordance with paragraph (2) above, then:

- i) the parties **shall** meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- ii) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

(4) **There** will be an ongoing evaluation of the extended tour program.

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 vote will be taken in accordance with **E.6(i)**.

E.9 (a) Proposed master rotations will be developed by each Manager in conjunction with the staff of the unit.

(b) Copies of all schedules **shall** be sent to the **Local** Union President.

E.10 The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.

E.11 (a) Where a part-time nurse is scheduled to work less than a normal tour (7.5 hours), Article E in its entirety applies except as amended by the following:

(1) The Hospital will endeavour to keep a proportion of part tours (comprised of **less** than 7.5 hours) to a reasonable level.

(2) No part-time nurse will be scheduled solely on part tours (which are comprised of less than 7.5 hours) in any pay period, except where such arrangements are agreed to by the nurse.

(3) Nurses working part tours (less than 7.5 hours), shall not be

scheduled to work more than seven (7) consecutive part tours.

ARTICLE F - PAID HOLIDAYS

F.1 The Hospital agrees to recognize the following paid holidays:

New Year's Day	August Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
July 1	Christmas Day
First Mon. in June	Boxing Day

F.2 If a full-time nurse qualifies in accordance with Article 15.02 the day for which she qualifies ~~will~~ either be added to her vacation or scheduled off at a mutually agreeable time in the case of 15.04 (a) and (b) and scheduled ~~off~~ at a mutually agreeable time in the case of 15.05.

F.3 **Nurses shall be paid time and one half for all hours worked on a paid holiday.**

F.4 In accordance with Article 15.05, a full-time nurse who is entitled to a lieu day shall schedule this for a day which is mutually agreeable between the nurse and her immediate supervisor. Such day may be taken fifteen (15) days before the holiday and forty-five (45) days after the holiday.

ARTICLE G - VACATIONS

Full-time

G.1 All full-time nurses shall be entitled to vacation with pay based on length of continuous service as of their anniversary date as follows.

G.2 (a) Vacations may ~~be~~ taken at ~~any~~ time of the year. The Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the needs of the Hospital and on the basis of the convenience of the nursing department.

- (b) A nurse must submit her written request to the Director of Nursing or her designate for the period she desires for vacation. Such written request must ~~be~~ submitted by May 1st for vacation time off during the months of July and August. The vacation schedules ~~for~~ these ~~two~~ months will be posted by May 15th. For vacation time off during months other than July and August a ~~nurse~~ must submit her written request one (1) month in advance of her desired vacation time off. A written reply must be given within fourteen (14) days of her request.
- (c) If there is a conflict between nurses seeking the same vacation period seniority shall govern.
- (d) Vacation credits may not be carried over from ~~one~~ vacation year to the next except with the permission of the Director of Nursing. Such permission shall not be unreasonably denied.
- (e) Single vacation days may be granted by the Hospital when requested by a nurse and the request ~~is~~ made in accordance with the provisions of Article G.2 (b).

Part-time

G.3 Regular part-time nurses will be entitled to time off in lieu of vacation. The length of time off ~~shall~~ be equated to their years of service and 1500 hours shall equal one ~~(1)~~ ~~year~~.

1500 hours or less - 3 weeks

4500 and up to 25,500 hours - 4 weeks

25,500 hours or more - 5 weeks

- G.4** (a) Vacations may ~~be~~ taken at any time of the year. The Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the needs of the Hospital ~~and~~ on the basis of the convenience of the nursing department.
- (b) A nurse must submit her written request to the Director of Nursing or her designate for the period she desires for vacation. Such written request must be submitted by May 1st for vacation time off

during the months of July and August. The vacation schedules for these two months will be posted by May 15th. For vacation time off during months other than July and August a nurse must submit her written request one (1) month in advance of her desired vacation time off. A written reply **must** be given within fourteen (14) days of her request.

- (c) If there is a conflict between nurses seeking the same vacation period seniority shall govern.

Regular part-time nurses who are employed as of February 10th, 1983 will be entitled to four (4) weeks time off in lieu of vacation.

ARTICLE H - BULLETIN BOARDS

- H.1 The Hospital will provide bulletin board space for the **purpose** of posting notices regarding meetings and ~~other-wise~~ restricted to Association matters.

ARTICLE I - SENIORITY LISTS

- I.1 Seniority lists as provided for in Article 10.02 shall be filed by the Hospital with the Association by February 28th. annually.

ARTICLE J - INTERVIEW

- J.1 The interview period as provided for in Article 5.06 shall **be** scheduled by the Hospital so as to take place during the nurse's orientation period.

ARTICLE K - PREPAID LEAVE PLAN

- K.1 The number of nurses who may be absent at any one time under the prepaid leave programme is one (1).

ARTICLE L - JOB SHARING

- L.1 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:
1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
 2. 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) nurses and the Head Nurse of the Unit.
 3. The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
 4. Each job sharer may exchange shifts with her partner, as well as other nurses as provided by the Collective Agreement.
 5. 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**.
 6. Coverage
 - (a) 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.
 - (b) 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.

Implementation

7. 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 Agreements.
8. 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.
9. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

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 M - WORKERS' COMPENSATION AND REINSTATEMENT

- M.1 The Hospital will provide to the Local Union President a monthly list of all employees on modified work programs at the beginning of each month.
- M.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.

- M.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,

ARTICLE N - VIOLENCE

- N.1**
- 1) The Employer agrees that no form of verbal, physical, 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 situation.
 - 2) The parties agree that if incidents involving aggressive client action occur, such action will be documented, using the Employee Incident Report, and forwarded to Occupational Health Service.
 - 3) The Employer shall notify the Union as soon as possible, of any employee who has reported an assault while performing her or his work. Such information shall be provided to the Association in writing as soon as possible. The assaulted employee may choose to have her or his name remain confidential.
 - 4) When an employee, in the exercise of his or her functions, suffers damage to her or his personal property, the Employer shall consider requests for repair or replacement at no cost to the employee.

The employee will present his or her claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

L-20

Dated at Ottawa, this 23 day of Dec, 1999.

FOR THE EMPLOYER

Betty Christie
Margaret Mohr

FOR THE ASSOCIATION

K. Legend
Susan Pelly

