

SOURCE	<i>Assn.</i>		
EFF.	96	04	01
TOTAL	98	03	31
No. OF EMPLOYEES	80		
NO. OF DAYS	24		

COLLECTIVE AGREEMENT

between

PERTH AND SMITHS FALLS DISTRICT HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

Full Time and Part Time Nurses

EXPIRY: March 31, 1998

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APPENDICES

to the

COLLECTIVE AGREEMENT

Between

**PERTH AND SMITHS FALLS DISTRICT HOSPITAL
(Hereinafter called the "Hospital")**

And

**ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")**

Expiry: 31 March 1998

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APPENDIX 2**LIST OF PROFESSIONAL RESPONSIBILITY****ASSESSMENT COMMITTEE - CHAIRPERSONS**

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**APPENDIX 3 - SALARY SCHEDULE
MONTHLY AND HOURLY RATES**

PERTH and SMITHS FALLS DISTRICT HOSPITAL

	JAN. 1, 1996		April 1, 1997	
	Monthly	Hourly	Monthly	Hourly
<u>TEI NURSE</u>				
Start	\$2,915.25	\$17.94	\$2973.55	\$18.30
After 1 Year	\$3,061.50	\$18.84	\$3122.73	\$19.22
After 2 Years	\$3,183.38	\$19.59	\$3247.05	\$19.98
After 3 Years	\$3,350.75	\$20.62	\$3417.77	\$21.03
After 4 Years	\$3,516.50	\$21.64	\$3586.83	\$22.07
After 5 Years	\$3,683.88	\$22.67	\$3757.56	\$23.12
After 6 Years	\$3,891.88	\$23.95	\$3969.72	\$24.43
After 7 Years	\$4,099.88	\$25.23	\$4181.88	\$25.73
After 8 Years	\$4,307.88	\$26.51	\$4394.04	\$27.04
After 9 Years	\$4,517.50	\$27.80	\$4607.85	\$28.36
<u>GRADUATE NURSE</u>				
Start	\$2,778.75	\$17.10	\$2834.00	\$17.44
After 1 Year	\$2,918.50	\$17.96	\$2977.00	\$18.32
After 2 Years	\$3,038.75	\$18.70	\$3098.88	\$19.07
After 3 Years	\$3,185.00	\$19.60	\$3248.38	\$19.99
After 4 Years	\$3,311.75	\$20.38	\$3378.38	\$20.79

APR. 1, 1997

Monthly Hourly

PALLIATIVE CARE ASSISTANT

Start	\$3,180.13	\$19.57
After 1 Year	\$3,264.63	\$20.09
After 2 Years	\$3,345.88	\$20.59
After 3 Years	\$3,428.75	\$21.10
After 4 Years	\$3,511.63	\$21.61
After 5 Years	\$3,596.13	\$22.13

APR. 1, 1997

Monthly Hourly

DISCHARGE PLANNER & STAFF
DEVELOPMENT/DISCHARGE PLANNER

Start	\$3,378.24	\$20.79
After 1 Years	\$3,638.34	\$22.39
After 2 Years	\$3,866.82	\$23.80
After 3 Years	\$4,137.12	\$25.46
After 4 Years	\$4,298.28	\$26.45
After 5 Years	\$4,483.92	\$27.59

APR. 1, 1997

Monthly Hourly

OCCUPATIONAL HEALTH CONSULTANT

Start	\$3,718.00	\$22.88
After 1 Year	\$3,383.75	\$23.90
After 2 Years	\$4,052.38	\$24.95
After 3 Years	\$4,267.25	\$26.26
After 4 Years	\$4,480.13	\$27.57
After 5 Years	\$4,691.38	\$28.87

APPENDIX 4

SUPERIOR CONDITIONS

(Exist for Smiths Falls Site only)

Provisions which existed in the Collective Agreement which expired the 30th of September 1980 and which provisions shall be retained to the extent of their application as provided for in the Interest Arbitration Award (O'Shea) dated October 23, 1981.

(Previous) ARTICLE 18 - LEAVE OF ABSENCE WITH PAY (VACATIONS)

Clause 18.03(b) - as it applies to -
(Current) Article 16 - Vacations

16.01 Note: Head Nurses who were in the active employment of the Hospital prior to October 23, 1981 are entitled to 1.67 days of vacation for each month of active employment in that category.

Clause **18.07** - as it applies to -
(Current) Article **16** - Vacations

16.04 Note: Casual part-time nurses who were in the employment of the Hospital prior to October 23, 1981 will receive vacation pay as follows:

Up to 600 tours - 6% of earnings

Over 600 tours - 8% of earnings

Over 3,400 tours - 10% of earnings

Ambulance Escort

Actual hours spent in return travel outside the nurse's regular shift shall be paid at the appropriate overtime rate.

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APPENDIX 5

To The

COLLECTIVE AGREEMENT

Between

**PERTH AND SMITHS FALLS DISTRICT HOSPITAL
(Hereinafter called the "Hospital")**

And

**ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")**

Expiry: March 31, 1998

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ARTICLE 1 - RECOGNITION

- 1.01 (a) The Employer recognizes the Union as the exclusive bargaining agent for all full-time registered and graduate nurses regularly employed in a nursing capacity at Perth and Smiths Falls District Hospital In the town of Perth and Smiths Falls, save and except Supervisor and persons above the rank of Supervisor, TQM/Infection Control/Patient Registration Coordinator, Palliative Care Coordinator and Day Hospital Coordinator.
- (b) The Employer recognizes the Union as the exclusive bargaining agent for all part-time registered and graduate nurses regularly employed in a nursing capacity at Perth and Smiths Falls District Hospital In the town of Perth and Smiths Falls, save **and** except Supervisor and persons above the rank of Supervisor, TQM/Infection Control/Patient Registration Coordinator, Palliative Care Coordinator and Day Hospital Coordinator.
- 1.02 "Supervisor" or "Immediate Supervisor" when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function **of** the Hospital to:
- a) maintain order, discipline and efficiency;
 - b) hire, assign, retire, discharge, direct, promote, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim by an employee that she or he has been discharged or disciplined without **just** cause may become the subject of a grievance and may be dealt with as hereinafter provided;
 - c) determine in the best interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location **of** work;
 - d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in conjunction therewith;

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- e) make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

2.02 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions **of** this Agreement.

ARTICLE 3 - UNION STEWARDS & UNION COMMITTEE

3.01 Union Stewards

The Hospital will recognize four **(4)** Union Stewards from each of the Perth & Smiths **Falls** (including both North and South Units) sites, provided such number of Union Stewards is the cumulative total from the full-time and part-time employees and there is no more than one **(1)** Union Steward from any one **(1)** nursing unit at each site.

3.02 Grievance Committee

The Hospital ~~will~~ recognize a Grievance Committee of not more than three **(3)** employees, provided ~~such~~ number of Committee members **is** the cumulative total from the full-time and part-time employees and there is no more than one **(1)** member from a nursing site.

3.03 Hospital-Union committee

There shall **be a** Hospital-Union Committee comprised ~~of~~ four **(4)** representatives, one ~~(1)~~ of whom shall be the President, or her or his designate ~~(in~~ her or his absence), and four **(4)** representatives of the Hospital, one ~~(1)~~ of whom **shall** be the Vice President Clinical Services, or her or his appointee. The membership of the Committee may be expanded by mutual consent.

3.04 Negotiating Committee

The Union shall designate a Negotiating Committee of not more than four **(4)** employees provided such number of Committee members **is** the cumulative total from the full-time and part-time employees and there is no more than one **(1)** full-time member from any one **(1)** nursing unit at each site.

ARTICLE 4 - SENIORITY LIST

- 4.01 A copy of the seniority list will be filed with the Union semi-annually by April 30th and October 31st and posted on the Bulletin Boards.
- 4.02 Within one (1) month of posting the seniority list, employees can file, with the Human Resources Department, a written request (along with documentation) for a review of their respective seniority hours.

Seniority lists will show date of hire and seniority adjusted dates for full-time employees and date of hire and seniority by hours for part-time employees. There shall be separate seniority lists for full-time, regular part-time and casual employees with three (3) copies forwarded to the Local Union.

ARTICLE 5 - LEAVE OF ABSENCE

- 5.01 An aggregate of sixty-five (65) days for full-time and part-time employees will be granted for Union business during any calendar year, provided fifty-six (56) hours written notice is given except in extenuating circumstances. It is agreed that not more than four (4) employees shall be absent on such leave at the same time and not more than two (2) employees shall be absent on such leave from the same unit.

ARTICLE 6 - SCHEDULING

- 6.01 For full-time employees, four (4) days off will be scheduled each fourteen (14) days. 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.

Employees will not be scheduled to work more than seven (7) consecutive days. If an employee is required to work on the eighth consecutive day, she or he will be paid premium pay as provided in Article 14.03 for all hours worked unless the employee has requested to work.

- 6.02 Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. Advance requests for specific days off shall be submitted to the Patient Care Unit Manager at least two (2) weeks in advance of the posting date.
- 6.03 Requests for a change in the posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days or tours of duty. It is

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understood that such change in tours of duty, initiated by the employee and approved by the Unit co-ordinator, shall not result in overtime payment to any of the employees affected by such change.

Where a dispute arises between employees submitting special requests for time off for the same days, and such request cannot be accommodated by the Hospital, then unit seniority shall apply.

6.04 The Hospital will provide at least one (1) weekend off in two (2).

If an employee is required to work on a second consecutive and subsequent weekend she or he will receive premium pay as provided in **Article 14.03** for all hours worked on that weekend save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- ii) such employee has requested weekend work only; or
- iii) such weekend is worked as the result of an exchange shift with another employee.

6.05 The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled tour and the starting time of the next scheduled tour, when changing tours, except in an emergency, or at the request of an employee.

Failure to schedule at least twenty-four (24) hours between a change of tour will result in the employee being paid premium pay as provided in Article 14.03 for the first shift of the new schedule.

6.06 For full time employees the regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.

Failure to schedule forty-eight hours off when a tour of duty is changed following night duty will result in the nurse being paid premium pay as provided in article 14.03 for the first shift of the new schedule.

For part time employees the Employer will endeavour to schedule 48 hours time off when the tour of duty is changed following tours of night duty. However, failure to schedule at least 24 hours off, with agreement of the employee when a tour of duty is changed following night duty will result in the employee being paid

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- 6.07 (a) A full-time employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night tour and at least an equal number of weeks on days as on evening and/or night tours. They shall be scheduled in a manner which provides an equal period of day tour between each period of evening or night tour, unless there is mutual agreement to waive the above conditions. An employee may not be required to change tours of duty more than once during the work week.
- (b) A part-time employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night tours. The hospital shall endeavour to schedule an equal number of weeks on days as on the evening and/or night tours and shall endeavour to schedule in a manner which provides an equal period of day tour between each period of evening or night tour unless there is a mutual agreement to waive the above conditions. An employee may not be required to change tours of duties more than once during the work week.
- 6.08 An employee will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season unless the employee requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 5th. For the purpose of this schedule, Christmas shall be defined as December 24th, 25th, and 26th and New Year's December 31st and January 1st.
- 6.09 There will be two (2) paid rest periods and one (1) unpaid lunch period in each tour, the duration as provided in Article 13.01. The time for such periods shall be scheduled by the immediate supervisor.
- 6.10 Where a full time employee chooses equivalent time off, as provided by Article 14.09, such time off must be taken within four (4) pay periods.
- 6.11 For the purposes of Article 14.10 of the Central Agreement, the Night shift shall be from 2330 hours to 0730 hours, and the Evening shift shall be from 1530 hours to 2330 hours.
- 6.12 The Hospital agrees to provide the Union with at least thirty (30) days written notice prior to implementing a permanent change in the established start and/or end times for shifts in any nursing unit.

6.13 Standby Scheduling

In areas where standby is utilized, the Hospital will endeavour to distribute such duty on an equitable basis. The Hospital will notify the Union in writing prior to initiating standby assignments in any additional areas.

The Hospital will endeavour to post standby assignments at the same time as the tour of duty schedule is posted. Employees will be permitted to exchange their standby assignments, with the prior approval of the immediate supervisor, if possible, and provided the appropriate response time is met by the employees making the exchange.

Employees will not be scheduled for standby on a scheduled weekend off or scheduled day off, unless mutually agreed between the employee and her or his immediate supervisor. This paragraph does not apply to the employees in the operating room where the current standby practice will continue.

6.14 If scheduled for a weekend where a statutory holiday falls on a Monday or Friday the Hospital will endeavour to schedule the employee to work on the paid holiday as well, where such employee is required by the Hospital.

6.15 The Hospital shall give either the weekend preceding the vacation or the weekend immediately following the vacation, as days off.

6.16 For the purpose of this Article 6.16, a weekend shall be defined as at least fifty-six (56) consecutive hours off from the end of the employee's shift worked on Friday to the beginning of the employee's shift worked on Monday.

6.17 The Hospital will permit any employee who currently works on a permanent evening or night tour to continue with such arrangement. This applies to the current incumbent(s) only and will cease when the incumbents vacate such arrangement.

6.18 Part-time Commitment (Includes employees on either regular or extended tours)

(a) Regular Part-time Employees

The employee must be available if required by the Hospital and her or his commitment in writing will include all of the following conditions:

- i) to be available to work at least two (2) tours (e.g. D/E, D/N);

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- ii) to be available to work at least 22.5 hours per week;
- iii) to be available one (1) weekend in ~~two~~ (2).
- iv) to be available for work either Christmas or New Year's, alternating from year to year.

For the purpose of this schedule, Christmas shall be defined as December 24th, 25th, and 26th and New Year's as December 31st and January 1st;

- v) to be available to work three (3) paid holidays a year in addition to Christmas and New Year's:
- vi) to be available to work four (4) weeks between July 1 and August 31, with the proviso that she or he is available for ~~two~~ (2) of the four (4) weeks identified as the last ~~two~~ (2) weeks of July and the first two (2) weeks of August.

(b) Casual Part-time Employee

- i) The employee will declare on a **bi-weekly** basis her or his availability for work on specified days of the next ~~two~~ (2) week period.
- ii) An employee who declares herself or himself available for any tour and later becomes unavailable for work shall **notify** the Hospital with twenty-four (24) hours notice except in an emergency.

6.19 Additional Shifts (applies to part time employees only)

- (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 the basis of seniority, prior to offering tours to casual employees, subject to the following:
 - i) Employees **who** wish to be considered for additional tours must indicate

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- 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 employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made;
- v) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice.

6.20 Where part-time employees are scheduled to work less than a normal tour (7.5 hours), Article 6 - Scheduling applies in its entirety except as amended by the following:

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

ARTICLE 7 - SCHEDULING - EXTENDED TOURS (11.25 hrs)

- 7.01 Failure to schedule twenty-four (24) hours off between a change of tour will result in the employees being paid at the premium rate as provided in Article 14.03 for the first shift of the new schedule,
- 7.02 Employees will not be required to work more than three (3) consecutive days. If an employee is required to work on the fifth (5th) or consecutive day she or he will be paid at the premium rate as provided in Article 14.03 for all hours worked unless the employee has requested to work.
- 7.03 There will not be less than a period of eleven and three-quarters (11-3/4) consecutive hours between shifts worked by an employee, except in an emergency, or at the request of an employee.

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7.04 For full-time employees, failure to schedule forty-eight (**48**) hours off when a tour of duty is changed following night duty will result in the employee being paid premium pay **as** provided in Article 14.03 for the first shift of the new schedule.

For part-time employees, the regular schedule will provide for a minimum of twenty-four (**24**) hours time off when the tour of duty is changed following night duty.

7.05 Schedules will be posted at least *two* (2) weeks in advance. Request for special time off, **is** to be in writing, one week (1) in advance of posting the schedule. The Hospital may, however, consider requests for the use of individual vacation days and/or holiday lieu days on shorter notice, when legitimate emergency situations occur. An employee may be permitted to exchange her or his scheduled tours of duty with another employee provided the arrangement is submitted in writing, is co-signed by the employee willing to exchange her or his scheduled tours of duty with another employee and is approved by the immediate supervisor concerned and such arrangement will not result in the requirement of any premium payment by the Hospital.

Where a dispute arises between employees submitting special requests for time off for the same days and such requests cannot be accommodated **by** the Hospital, then unit seniority shall apply.

For the rotations covering the months of July and August and for the Christmas and New Year period, the schedules will be posted at least four (**4**) weeks in advance and will cover at least a six (**6**) week period.

7.06 The Hospital will provide at least one ~~(1)~~ weekend off in two (2).

If an employee **is** required to work on a second consecutive and subsequent weekend she or he will receive premium pay as provided in Article 14.03 for all hours worked on that weekend save and except where:

- i) such weekend has been worked by the employee to satisfy specific days ~~off~~ requested by such employee; or
- ii) such employee has requested weekend work only; or
- iii) such weekend **is** worked as the result of an exchange of shifts with another employee.

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- 7.07 In any two (2) week period at least two (2) consecutive days off will be scheduled for full time employees.
- 7.08 An employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night tours. The hospital shall endeavour to schedule an equal number of weeks on days as on the evening and/or night tours and shall endeavour to schedule in a manner which provides an equal period of day tour between each period of evening or night tour unless there is a mutual agreement to waive the above conditions. An employee may not be required to change tours of duties more than once during the work week.
- 7.09 An employee will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season unless the employee requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 5th. For the purpose of this schedule, Christmas shall be defined as December 24th, 25th and 26th and New Year's December 31st and January 1st.
- 7.10 There will be two (2) paid rest periods and two (2) unpaid lunch periods in each tour, the duration as provided in Article 13.02. The time for such periods shall be scheduled by the immediate supervisor.
- 7.11 When a tour schedule is changed without at least twenty-four (24) hours notice, the employee shall be paid at the premium rate as provided in Article 14.03 for the first tour worked.
- 7.12 Where a full time employee chooses equivalent time off as provided for by Article 14.09 such time off must be taken within four pay periods.
- 7.13 a) Extended tours shall be introduced to 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 the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.
- b) A compressed work week may be discontinued in any unit when:
- 1) fifty percent (50%) plus one (1) of the employees in the unit so indicate by secret ballot; or

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- 2) the Hospital because of:
 - a) adverse effects on patient care;
 - b) inability to provide a workable staffing schedule, or
 - c) where the Hospital wishes to do **so** for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the compressed work week in the schedule.
- 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 compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are **so** amended.
- d) General Guidelines

Management will determine the number **of** regular 8 hour shifts it would retain **or** the unit should the vote **be** successful for extended tours.

 - i) If there is already staff on permanent 8 hour shifts, they will be assigned on the new available 8 hour ~~shift~~(s) on the basis of seniority.
 - ii) If there are no permanent staff **on** permanent shifts, the position(s) will be posted **for** the unit only, with Hospital wide posting if there were no successful candidate(s).

If extended tours are voted in, all staff will have in addition to d) above, two other options:

 - iii) to work extended tours;
 - iv) to apply for transfer to another unit.

e) Guidelines for Voting

- 1) Two (2) different times will be designated for the actual voting to allow as many staff as possible a suitable time.
- 2) There will be a closed ballot box.
- 3) A printed list of all full-time and regular part-time employees regularly assigned to work on the unit will be drawn up. The employee will sign her or his **name** when she or he has cast her or his ballot. All eligible employees have the right to vote but may choose not to exercise it.
- 4) The Union Steward or her or his delegate from the Union will be present at voting as will the Patient Care Unit Manager. These two (2) persons will be responsible to count the votes and to advise the staff of the outcome.
- 5) Ballots will be destroyed by a member of Management and the Union Steward at the completion of ballot counting.

7.14 The Hospital agrees to provide the Union with at least thirty (30) days written notice prior to implementing a permanent change in the established start and/or end times for shifts in any nursing unit.

7.15 Standby Scheduling

In areas where standby is utilized, the Hospital will endeavour to distribute such duty on an equitable basis. The Hospital will notify the Union in writing prior to initiating standby assignments in any additional areas.

The Hospital will endeavour to post standby assignments at the same time as the tour of duty schedule is posted. Employees will be permitted to exchange their standby assignments, with the prior approval of the immediate supervisor, if possible, and provided the appropriate response time is met by the employees making the exchange.

Full-time Employees will not be scheduled for standby on a scheduled weekend off or scheduled day off, unless mutually agreed between the employee and her or his immediate supervisor. This paragraph does not apply to the employees in the operating room where the current standby practice will continue.

7.16 For the purpose of this Article 7.16, a weekend shall be defined as at least fifty-six (56) consecutive hours off from the end of the employee's shift worked on Friday to the beginning of the employee's shift worked on Monday.

ARTICLE 8 - PAID HOLIDAYS

8.01 For the purposes of Article 15.01 of the Central Agreement, the following are recognized paid holidays:

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

For the purpose of determining entitlement to holiday pay, the employee who works the majority of hours on a recognized holiday as provided herein shall be paid the holiday rate of pay.

8.02 If a full time employee qualifies under the provisions of Article 15.02 of the Collective Agreement and she or he works on the holiday she or he will receive a lieu day off, such day to be granted within sixty (60) days of the date on which the holiday was observed. Notwithstanding the foregoing, a full time employee may be permitted to accumulate a maximum of three (3) such lieu days.

8.03 For those full time employees who work extended tours, lieu days shall be taken in one of the following ways:

- a) on a 7.5 hour day;
- b) three (3) paid holidays on two (2) consecutive 11.25 hour days;
- c) on an 11.25 hour day and be paid only for 7.5 hours;
- d) the employee has the option to use her or his vacation bank to top up payment for a lieu day.

ARTICLE 9 -VACATIONS

9.01 Part time/casual employees will be paid their appropriate percentage of vacation pay on each cheque.

9.02 An employee shall submit her or his written request for the vacation period from June 15th to September 15th on or before April 15th of each year. The final schedule for this period will be posted by May 15th. For the vacation periods outside of the months of June 15th to Sept. 15th, and for requests during that period not submitted by April 15th, an employee must submit her or his request one ~~(1)~~ week prior to the posting of the schedule in which that vacation request falls. Where a dispute arises between employees requesting the same vacation times and such requests cannot be accommodated by the Hospital then unit seniority shall apply. An employee may exercise her or his seniority rights only once in a calendar year.

An employee may not schedule more than two (2) weeks vacation from June 15th to September 15th, however additional requests may be granted after all employees have had an opportunity to request vacation during this period. Employees may not schedule vacation between December 21st and January 4th, however, special requests in writing for special circumstances will be considered by the V.P. of Clinical Services.

In the event that an employee transfers into another nursing unit after the posting of vacations, **she** or he shall be granted vacation from the remaining available vacation periods **on the basis** of seniority ~~for~~ that vacation year only.

9.03 Vacations may not be accumulated over the maximum yearly entitlement of the employee, except with the express permission of the Hospital. Permission will not be unreasonably withheld.

9.04 The Hospital will continue to use the banking system for vacation.

9.05 For those employees who work extended tours, vacation shall be used and earned in hours. Vacation days may not be less than 7.5 hours.

ARTICLE 10 - BULLETIN BOARDS

10.01 The Hospital will provide bulletin board space for the use of the Union in posting Union notices. Such notices must be submitted to, and approved by, the Executive Director or her or his designate prior to the posting. Such approval will not **be** unreasonably withheld.

ARTICLE 11 - INTERVIEWS

11.01 In the matter of Article 5.06 of the Collective Agreement the Hospital agrees to designate the time and place for such interview. Such interview shall take place on Hospital premises and shall not exceed fifteen (15) minutes in duration for each newly hired employee. The interview can be scheduled individually or collectively.

ARTICLE 12 - SICK LEAVE (Applies to full-time employees only)

12.01 For extended tours sick time will be paid in hours earned as follows:

- two (2) 11.25 extended tours = three (3) 7.5 hour regular days;
- three (3) 11.25 extended tours = four and one-half (4 1/2) 7.5 hour regular days.

ARTICLE 13 - STUDENTS PLACED FOR EXPERIENCE

13.01 Student employees shall not be included in the staffing quota.

ARTICLE 14 - PREPAID LEAVE PLAN

14.01 The number of full-time and part-time employees that may be absent at any one time under the prepaid leave program shall be a total of four (4) with not more than one (1) employee being absent from any one (1) nursing unit at the same time.

ARTICLE 15 - WORKERS' COMPENSATION AND REINSTATEMENT

15.01 The Hospital will notify the President of the Local Nurses' Union 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.

Prior to any employee returning to work (from a lost time claim injury) on a permanent Modified Work Program, the Hospital will notify and meet with the employee and the applicable Ontario Nurses' Association Occupational Health and Safety Representative of the Hospital to discuss the circumstances surrounding the employee's return to suitable work.

The Hospital agrees to provide the Union with a copy of the Workers' Compensation Board Form 7 (as they pertain to lost time claims only) at the

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same time as it is sent to the Board. The employee must give written consent for release of Form 7.

ARTICLE 16 - VIOLENCE IN THE WORKPLACE

- 16.01 The Hospital and the Union recognize that any form of verbal, physical, sexual, racial or other abuse **is** not acceptable. Any employee who believes a situation to be abusive shall complete an Employee Incident **Report** and shall report this to the immediate Supervisor who will make every effort to correct the abusive situation.
- 16.02 The parties agree that **if** incidents involving aggressive client action by the patient toward an employee occurs, such action will be recorded and reviewed by the Occupational Health and Safety Committee.
- 16.03 The Hospital, with the employee's consent, will inform the Union within three (3) days of any employee who has been assaulted while performing her or his work. Such information shall be submitted in writing to the Union as soon as possible.

The Hospital will consider request for reimbursement for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her or his work.

ARTICLE 17 - PAYROLL

- 17.01 Any omission **of** one (1) shift or more on an employee's bank deposit due to an error on the part of the Hospital shall be paid to the employee within two **(2)** business days of the time the employee notifies the Hospital.

ARTICLE 18 -JOB SHARING

- 18.01 Job Sharing is defined as an arrangement whereby two (2) employees share the hours of work that presently or otherwise would exist **as** a full-time position. Only full-time positions **shall** be considered for job sharing between two (2) employees.
- 18.02 a) The Hospital **will** permit **up** to two (2) full-time registered nurse positions at the Perth site and up to two (2) full-time registered nurse positions at Smiths Falls to be job shared. More than two full-time positions per site **will** be considered on an individual basis and requests shall not **be** unreasonably denied.

- b) The V.P., Clinical **Services** must approve any application for job sharing before it can be implemented, but such approval will not be unreasonably withheld.

18.03 Total hours worked by the job sharers 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 immediate Supervisor. Job sharers shall not be required but may option extra tours outside of the tours of the job sharing arrangement.

18.04 The above schedules shall conform with the scheduling provision of the Full-time Collective Agreement.

18.05 Each job sharer may exchange shifts with her/his partner, as well as with other employees **as** provided by the Collective Agreement.

18.06 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.

18.07 Coverage

- a) It is expected that both job sharers will cover each other's incidental illnesses. If because of unavoidable circumstance, one cannot cover the other, the immediate 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, and other leaves pursuant to Article 11 of the Central 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 immediate 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.

18.08 Implementation

All full-time positions will be posted as such first and thereafter as job shared positions. 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.

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Any incumbent full-time employee wishing to share her or his position, may do **so** without having her or his 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.

If one 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.

18.09 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 19 - TRANSPORTATION COSTS AND PARKING

19.01' Where the Hospital requires an employee to travel between the Smiths Falls and Perth sites during the course of their workday, the Hospital will reimburse the employee for transportation costs (consistent with the current Hospital policy for use of personal vehicle).

19.02 It is agreed that employees who have purchased parking cards at one site **will** not be required to pay for parking at the alternate site.

Prior to any changes in the present rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Union/Hospital Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

Dated at Smiths Falls, _____, this 11th day of August, 1999 EST

FOR THE EMPLOYER

C. Mansley
J. Lunn
Pat Corrigan
Shirley Rogers

FOR THE UNION

Glenn Howard
Nancy Kelle
Patricia Fisher
E. M. Furler

APPENDIX B

LETTER OF UNDERSTANDING

BETWEEN

PERTHAND SMITHS FALLS DISTRICT HOSPITAL
(The Hospital)

-AND-

ONTARIO NURSES' ASSOCIATION
(The Union)

The parties hereby agree that the issue of the allocation of additional pick-up shifts for the current job sharers, B. Chivers, S. Connerty and J. Hart, will be done in accordance to Article 6.16 of the Local ONA Agreement; i.e., the job sharers will be granted additional pick-up shifts as any other RPT RN.

In the event that the above listed incumbents of the job sharing arrangements change, this agreement will not apply to the new incumbent(s).

DATED at ^{Perth} ~~Perth~~ ^{Smiths Falls} this 11th day of Aug, 1999 ~~at~~

FOR THE UNION

FOR THE HOSPITAL

Gleann Holroyd
Nancy Kelle
Katrina Tashin
E.M. - Quebec

Shirley Rogers
C. Frankey
J. Bennett
Kat Lougan

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APPENDIX C

LETTER OF UNDERSTANDING

BETWEEN

PERTH AND SMITHS FALLS DISTRICT HOSPITAL
(The Hospital)

-AND-

ONTARIO NURSES ASSOCIATION
(The Union)

Re: Anne Miskelly
Sheila McKenney

The exchange of scheduled tours between Anne Miskelly and Sheila McKenney will be scheduled on the Master Rotation.

The Master Rotation starting June 24, 1996 will show the rotations as requested by these individuals.

Anne Miskelly's designated unit will be the Emergency Department.
Sheila McKenney's home unit will be the Special Care Unit.

Each nurse will be entitled to additional tours as per Article 6.16 in the local Agreement. When making themselves available in other than their designated unit, the order of call will be RPT for the unit by seniority and then the RPT nurse making herself available and then casual.

Sheila McKenney will receive an orientation period of five (5) shifts prior to this agreement being implemented.

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In the event of a layoff or bumping situation, the above relationship will cease to exist.

This arrangement is on a without prejudice basis to both parties.

Following the successful completion of the above arrangement, future consideration for similar requests will be considered on an individual basis.

DATED at, ^{Smith Falls} this 11th day of Aug 1999

FOR THE UNION

FOR THE HOSPITAL

Deanna Holm
Nancy Rolfe
Patricia Asher
E. McNeave

C. Franley
J. Bennett
Pat Cougan
Shirley Rogers

Perth / South Falls.

Q
ONA.

neg. items

~~= hours of less than 7.5 hrs (See in line 1074) & preamble~~

- 6.10 allow OR to occur more than 4 pay period so they cap use time @ OR closures.

- salary grids for RPN staffed / D/C planner palliative care

* ~~salary w/E pen (C 14/15)~~

- 7.04 typo

- scheduling issues

- posting F.T. position

Agreed issues:

Nov 17/98

Housekeeping Items:

1. Amend the language throughout to change "Nurse manager" wherever it appears to "Patient Care Unit Manager".
2. Amend the language throughout to change "Director of Clinical Services" to "J.P. Clinical Servi

Articles 6.10 & 7.12 add the following language.

"Employees, full time and part time, in the OR or Recovery Room may accumulate equivalent time off for longer periods ~~of time~~ to use during OR/RR closures."

Agreed Nov 17/98

For the Hospital

Shirley Rogers

For the Union

Eleanor Holmgren