

COLLECTIVE AGREEMENT

BETWEEN

SOUTH MUSKOKA MEMORIAL HOSPITAL
[hereinafter referred to as the "Hospital"]

- AND -

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

FULL-TIME & PART-TIME

L 1

APPENDIX "3"

SALARY SCHEDULE

REGISTERED NURSE

PAY EQUITY ADJUSTED RATES

EFFECTIVE:

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

TO BE ADDED LATER FROM CENTRAL AGREEMENT

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

SOUTH09.C98

APPENDIX "4"

PERIOD CONDITIONS

1) Personnel Files

Files to be reviewed in the presence of supervisor and Director of Human Resources.

2) Vision Care - (Full-Time Only)

Maintain S.M.M.H. rates of ninety dollars (\$90.00) every twenty-four (24) months.

3) Education Allowance

Each nurse shall receive the following education allowances:

- a) Recognized C.C.U. Course - \$ 25.00/month
- b) Nursing Unit Administration Course - \$ 15.00/month.

Such allowances are to be recognized at the discretion of the Hospital for employees utilizing the additional preparation in the position held.

INF
Pat - re discussions on the

we have identified skills, necessary for clinical competence

*- how can we support the clinical skills for patients?
- relate to PT commitment for hours*

used to agree with ground rules

L 3

APPENDIX 5

LOCAL ISSUES

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APPENDIX "5"

LOCAL ISSUES

ARTICLE A - RECOGNITION

A - 1 FULL-TIME:

All registered and graduate nurses employed in a nursing capacity by South Muskoka Memorial Hospital in the town of Bracebridge, save and except nursing co-ordinator, nurse manager and persons above the rank of nursing co-ordinator, nurse manager and persons regularly employed for not more than twenty-four **(24)** hours per week.

PART-TIME:

All registered and graduate nurses employed in a nursing capacity by South Muskoka Memorial Hospital in the town of Bracebridge, regularly employed for not more than twenty-four **(24)** hours per week and students employed during the school vacation period, save and except nursing co-ordinator, nurse manager and persons above the rank of nursing co-ordinator, nurse manager.

ARTICLE B - MANAGEMENT RIGHTS

B - 1 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, lay-off, recall, suspend or otherwise discipline employees provided that a claim by an employee that she/he has been discharged and disciplined without just cause may become the subject of a grievance and may be dealt with as is herein provided.
- c) Determine in the 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) Make and 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.
- e) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.

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

ARTICLE C - UNION COMMITTEES AND REPRESENTATIVES

C - 1 a) Union Representatives

There shall be six (6) Union representatives, (plus one (1) alternate representative), one (1) representative from each of the six (6) units.

b) Grievance Committee

There shall be a grievance committee of up to three (3) employees of which only two (2) shall participate in grievance meetings with the Hospital at any one (1) time.

c) Negotiating Committee

There shall be a Negotiating Committee of (3) employees with no more than one (1) employee from any one (1) department, and an Employment Relations Officer of the Ontario Nurses' Association.

d) Union-Management Committee

There shall be a Union-Management Committee composed of three (3) employees representing the Union and three (3) representatives of the Hospital.

It is understood that representation for all the above committees is deemed to be for both full-time and part-time Bargaining Units combined.

ARTICLE D - LEAVE OF ABSENCE

D - 1 Union Leave

Any requests for leave of absence by the Union shall be submitted to the Employer, in writing, by the President of the Local Union indicating the ~~date(s) and the name(s) of the employee(s) for whom the leave of absence~~ is being requested.

Requests for leave of absence will be made at least ~~two~~ (2) weeks prior to the posting of the schedule during which such leave has been requested.

Notice of cancellation of the leave shall be made forty-eight (48) hours prior to the date of the proposed leave if the affected employee is to be returned to her/his regular tour of duty for the day for which the leave was originally requested.

Leave of absence for Union business shall be granted up to an aggregate maximum of forty-five (45) days during the calendar year. Such leave shall not be unreasonably withheld. Not more than ~~two~~ (2) employees from any one (1) nursing unit shall be absent at any one (1) time. It is understood that the Union can request additional numbers in exceptional circumstances.

D - 2 Prepaid Leave

For the purposes of the prepaid leave plan, there shall be no more than one (1) employee from any one (1) unit. Both full-time and part-time employees are included in this total.

ARTICLE E - PAID HOLIDAYS

E - 1 The Employer agrees to recognize the following paid holidays:

- | | |
|------------------------|------------------|
| New Year's Day | Civic Holiday |
| 3rd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

E - 2 No more than 22.5 hours of statutory holiday time is to be accrued at any one time before scheduling time off. All statutory holiday time is to be utilized by the end of the fiscal year or will be paid out.

ARTICLE F - VACATION

F - 1 The Hospital will post by February 1st a vacation sheet in each unit to cover ~~the period from June 15th to September 15th~~ in each year, and each employee employed in the unit should indicate prior to March 15th her/his preference for that vacation; in the event of conflict, seniority shall govern.

~~Seniority rights for the purposes of this Article can only be exercised once in a fiscal year.~~

The vacation schedule shall be confirmed by April 1st. Any remaining time shall thereafter be granted on a first [1st] come first (1st) served basis.

All other vacation requests shall be submitted **two (2)** weeks prior to the posting of the schedule in which the time off is requested and such requests shall be granted in order of date of request.

F - 2 A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and **two (2)** days off.

F - 3 Vacation may commence on any day of the week.

F - 4 Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation.

F - 5 The Hospital will endeavour to allow vacation to be taken at any time of the year.

F - 6 At least **two (2)** weeks of vacation must be taken as **a two (2)** week period or two (2) periods of one (1) week each. Thereafter, vacation may be taken as one (1) day or any multiple thereof.

ARTICLE G - SCHEDULING REGULATIONS - REGULAR TOURS

Hours of work shall be averaged over six (6) week periods to reflect seventy-five (75) hours per two (2) week period.

Full-Time: It is agreed that where such schedules result in more than seventy-five (75) hours in any two (2) week period, overtime premiums will not result.

G - 1 The first [1st] shift of the day shall be the night tour.

G - 2 There shall be no split tours.

G - 3 Time schedules shall be posted three (3) weeks in advance;

G - 4 For normal tours, there shall be a minimum of sixteen (16) hours off between the conclusion of work and the start of the employee's next tour unless ~~expressly waived by the employee.~~

G - 5 A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

G - 6 Employees shall be entitled to receive every second [2nd] weekend off.

An employee will receive premium payment, as defined in Article 14, for all hours worked on a second [2nd] consecutive weekend, save and except where:

- a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- b) such employee has requested weekend work: or
- c) such weekend is worked as the result of an exchange of shifts with another employee.

G - 7 The Hospital will endeavour to schedule a minimum of five (5) consecutive days off at either Christmas or New Year's in alternate years, unless mutually agreed otherwise.

The provisions of Article G - 6 may be waived by the Hospital once between December 15th and January 15th to provide for Christmas and New Year's scheduling.

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

This provision will not apply to areas where employees normally work Monday to Friday and are not formally scheduled to work on paid holidays.

G - 8 Employees shall be allowed to exchange tours of duty of the same number of hours in length. Such changes initiated by the employee will not result in additional cost to the Employer. All changes shall be subject to the approval of the Nurse Manager.

G - 9 If the employee is to be re-posted to another area, she/he will be notified personally.

G - 10 Where possible, the Hospital agrees to accommodate employee's requests for regular night shifts. However, it is understood that this does not constitute a guarantee of permanence and the Hospital may require such employees to work alternate shifts.

G - 11 Employees shall receive four (4) hours notice if they are required to be on-call/standby unless otherwise requested by the employee.

G - 12 There shall be forty-eight (48) hours of time off between night and day tours.

G - 13 There shall be forty-eight (48) hours of time off between day and night tours.

G - 14 The Hospital will endeavour to provide fifty percent (50%) of an employee's shifts to be scheduled as day shifts.

G - 15 The normal starting and stopping times for regular shifts will be:

0730 hours - 1530 hours -	Days
1530 hours - 2330 hours -	Evenings
2330 hours - 0730 hours -	Nights.

G - 16 PART-TIME:

Four (4) Hour Tours

Where four (4) hour shifts are required, Article G in its entirety applies except as amended by the following:

- a) The Hospital will endeavour to keep the number of four (4) hour shifts to a minimum.
- b) There shall be an equitable distribution of such tours among the part-time employees in each unit.
- c) Employees working less than 7.5 hour tours shall be granted the appropriate rest period.
- d) No part-time employee will be scheduled solely on tours of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee.

- e) The Hospital will endeavour not to schedule more than five (5) consecutive shifts.
- f) Should tours other than those addressed by this local appendix be introduced, the parties will meet to discuss the terms and conditions.

ARTICLE H - SCHEDULING REGULATIONS - EXTENDED TOURS

Article G in its entirety applies to extended tours except where amended by the following:

- H - 1 Employees currently working extended tours will be scheduled for a maximum of three (3) extended tours in a row, unless otherwise requested.
- H - 2 The normal starting and stopping time will be:
 - 0730 hours - 1945 hours - Days
 - 1930 hours - 0745 hours - Nights.
- H - 3 There shall be a minimum of eleven and three-quarters (11³/₄) hours off work between shifts.
- H - 4 Employees shall be entitled to receive every second [2nd] weekend off.

An employee will receive premium payment, as defined in Article 14, for all hours worked on a second [2nd] consecutive weekend, save and except where:

- a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - b) such employee has requested weekend work; or
 - c) such weekend is worked as the result of an exchange of shifts with another employee;
 - d) where otherwise mutually agreed (eg. self scheduling).
- H - 5 A weekend is defined as being sixty (60) hours off during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

ARTICLE I- PART-TIME COMMITMENT

I - 1 Regular part-time employees will be available for work twenty-four (24) hours per week.

I - 2 Regular part-time employees will be available for work as follows:

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- a) ~~for three (3) weekends out of six (6) weekends, premium payment for second [2nd] consecutive weekend as per Full-Time Article F - 6 shall apply;~~ 7
 - b) at least fifty percent (50%) of the recognized paid holidays;
 - c) Twelve (12) months per year excluding approved leaves of absence and vacation entitlement.

I - 3 a) All regular part-time employees in an 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 a 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:

- 1) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
- 2) A tour will be deemed to be offered whenever a call is placed.
- 3) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- 4) When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
- 5) Provided they are qualified, employees may submit their availability to work additional tours to more than one ~~(U)~~ unit, if to do so is in accordance with existing Hospital practice.

*include
CPP's*

ARTICLE J - PREMIUM PAYMENT

J - 1 Full-Time:

An employee shall not be scheduled or required to work in excess of normally scheduled hours without her/his consent. An employee shall have ~~the option of selecting compensating time off at the appropriate premium rate~~ in lieu of premium payment.

*37.5 for OR nurses
(see Letter of Understanding
DNA file)*

The maximum number of lieu hours that can be accumulated by any employee in the hospital is twenty-two point five (22.5) and all lieu time must be used by the end of the next pay period or it will be paid out.

J - 2

- a) If an employee is not scheduled, for normal tours, a period of sixteen ~~(16)~~ consecutive hours off between periods of work, the Employer will pay to the employee time and one-half (1½) her/his appropriate hourly rate for the following tour of duty worked.
- b) If an employee is not scheduled, for extended tours, a period of eleven and three-quarter (11¾) consecutive hours off between periods of work, the Employer will pay to the employee time and one-half [1%] her/his appropriate hourly rate for the following tour of duty worked.
- c) If an employee is not scheduled, for normal tours, a period of forty-eight ~~(48)~~ consecutive hours off following Night Tours, the Employer will pay to the employee time and one-half (1%) her/his appropriate hourly rate for the following tour of duty work.

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J - 3

- a) If the employee is scheduled to work in excess of seven (7) consecutive days on normal tours, she/he shall be paid time and one-half (1%) of all days scheduled in excess of seven (7) until a day off is scheduled.
- b) If the employee is scheduled to work in excess of three (3) consecutive days on extended tours, she/he shall be paid time and one-half (1%) of all days scheduled in excess of three (3) until a day off is scheduled.
- c) Any of these provisions may be waived by the mutual agreement of the employee and her/his Nurse Manager.

ARTICLE K - VIOLENCE

K - 1 a) 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 abusive situation.

b) 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.

The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will include aggressive residents.

c) The employer shall notify the Union within three (3) days, of any employee who has been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association in writing as soon as possible.

Updated statistics on members of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

d) When an employee, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall consider replacement or repair at no cost to the employee. The employee will endeavour to present her or his 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.

ARTICLE L- MISCELLANEOUS

L - 1 The Employer shall provide a bulletin board for the sole use of the Union. Any notices to be posted are subject to the approval of the Chief Nursing Officer or her/his designate.

L - 2 Sexual Harassment

~~The Hospital agrees to continue its current policy regarding sexual harassment.~~

L - 3 ~~If facilities are available, the Employer may grant permission to the Union to hold meetings on the Employer's premises.~~

L - 4 The Hospital will continue its current practice of direct deposit on a bi-weekly basis.

L - 5 Full-time employees employed at South Muskoka Memorial Hospital, as of December 16, 1992, may access Employer Policy I-50 to reduce their hours of work.

L - 6 Modified Work

- a) The Employer will notify the Local President of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.

The Employer will advise the Local Contact of members on modified work programs as it occurs.

- 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 Employer will notify and meet with a staff representative of the Ontario Nurses' Association and the Local representative to discuss the circumstances surrounding the employee's return to suitable work.

- c) 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 M - COMPENSATION

M - 1 The Hospital will provide scrub uniforms for all employees working in surgical services.

M - 2 A Graduate Nurse shall be paid ninety-seven point sixty-seven percent (97.67%) of the start Registered Nurse rate.

ARTICLE N - JOB SHARING

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:

N - 1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.

N - 2 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 Nurse Manager of the Unit.

N - 3 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.

N - 4 Each job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement.

N - 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 employee would be required to work.

N - 6 Coverage:

a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one (1) cannot cover the other, the Nurse Manager/Coordinator or her or his designate, 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 (1) member of the **job** sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Nurse Manager/Coordinator or her/his designate, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

N - 7 Implementation:

-
- a) 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.

 - b) Any incumbent full-time employee wishing to share her/his position, may do **so** without having her/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.
 - c) If one (1) of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

N - 8 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.

LOCAL SIGNING PAGE

SIGNED AT BRACEBRIDGE, ONTARIO, THIS 12 DAY OF February, 1998.

FOR THE HOSPITAL:

Carol Anne McKee cno

FOR THE UNION:

Bob Hill
Employment Relations Officer

Kim West R.N.

Karen Jackson

LETTER OF UNDERSTANDING

BE TWEEN

SOUTH MUSKOKA MEMORIAL HOSPITAL

[hereinafter referred to as the "Hospital"]

- AND -

ONTARIO NURSES' ASSOCIATION

[hereinafter referred to as the "Union"]

RE: PARKING

The Hospital agrees to maintain the current paid parking rate of eight cents (.08¢) per hour.

It is agreed that any proposed increase will only come following recommendations of the Fiscal Advisory Committee. If such an increase is recommended, the Hospital agrees to meet with the Union prior to implementing the change.

DATED AT BRACEBRIDGE, ONTARIO, THIS 16TH DAY OF DECEMBER, 1992.

RENEWED AT BRACEBRIDGE, ONTARIO THIS 12 DAY OF February, 1998.

FOR THE HOSPITAL:

Carol Anne Smyke cvo

FOR THE UNION:

John Wilson cvo

Employment Relations Officer

Ken West RN

Karen Jackson RN

LETTER OF UNDERSTANDING

BETWEEN

SOUTH MUSKOKA MEMORIAL HOSPITAL
[hereinafter referred to as the "Hospital"]

- AND -

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

**RE: DEFINITION OF WEEKEND - ARTICLE G - SCHEDULING REGULATIONS -
REGULAR TOURS**

The parties agree to the following interpretation of provision G - 5 of Article G - Scheduling Regulations - Regular Tours:

G - 5 A weekend is defined as being fifty-six (56) hours *off* during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

For the purposes of scheduling consecutive weekend work, the Employer may schedule nurses for four (4) hour tours between 3:30 p.m. and 7:30 p.m. on Friday evenings without triggering the consecutive weekend worked provision of the Collective Agreement.

This Letter of Understanding will be appended to the current Collective Agreement and will be addressed during the next round of Local Issues negotiations.

This Letter of Understanding is reached without prejudice to any position either party **may** take to this or any similar issue now or in the future.

DATED AND SIGNED THIS 25 DAY OF MARCH, 1998.

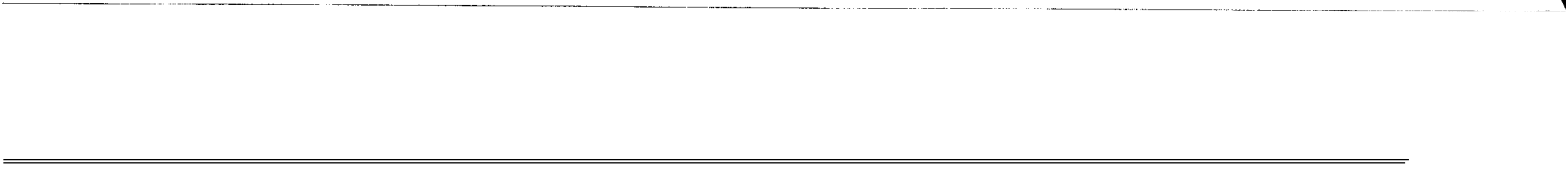
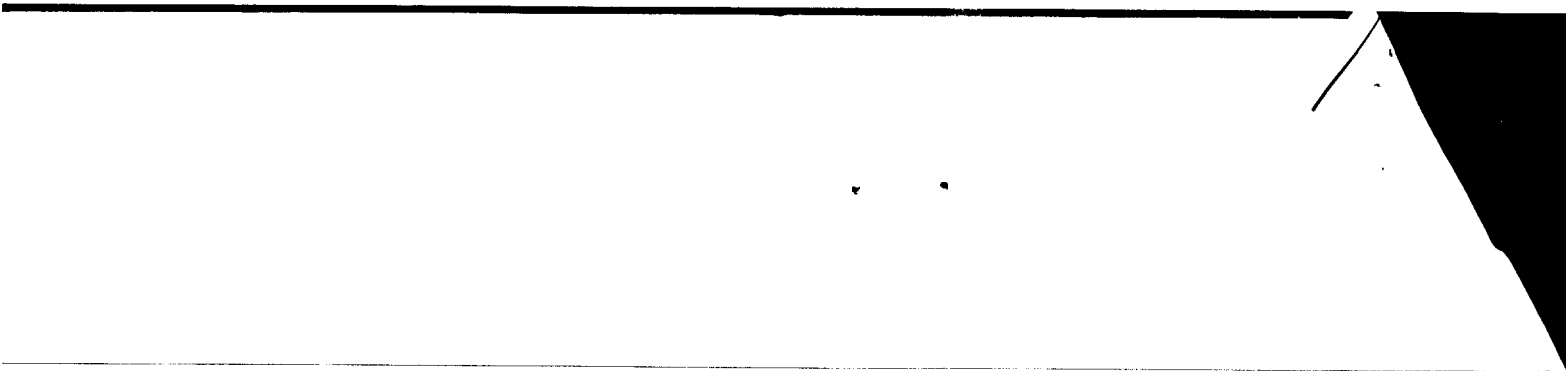
FOR THE EMPLOYER:

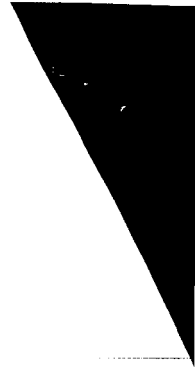
Carol Ann McKee cvo.

FOR THE UNION:

Walter Hamill
Employment Relations Officer

Ken West





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