

SOURCE	C.N.A.		
DATE	91	04	01
TIME	9:03:31		
No. Of EMPLOYEES	1/3		
NO. OF DAYS	20		
	<b>PART-TIME</b>		

COLLECTIVE AGREEMENT

between

THE **FREEPORT** HOSPITAL  
(hereinafter referred to as the "**Hospital**")

and

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

**EXPIRY:** March 31, 1993

JAN 14 1993

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APPENDIX 3

SALARY SCHEDULE - PART-TIME

Straight time hourly rates are as follows:

	<u>REGISTERED NURSE</u>	<u>GRADUATE NURSE</u>
<u>EFFECTIVE APRIL 1, 1991</u>	<u>Hourly</u>	<u>Hourly</u>
Start	\$16.81	\$16.34
1 Year	17.71	17.22
2 Years	18.10	17.62
3 Years	18.97	18.46
4 Years	19.74	19.23
5 Years	20.51	19.98
6 Years	21.28	20.75
7 Years	22.05	21.51
8 Years	22.82	22.27
9 Years	23.59	23.01
 <u>EFFECTIVE OCTOBER 1, 1991</u>		
Start	\$16.81	\$16.34
1 Year	17.71	17.22
2 Years	18.10	17.62
3 Years	18.97	18.46
4 Years	20.00	19.49
5 Years	20.77	20.44
6 Years	21.54	21.00
7 Years	22.56	22.01
8 Years	23.59	23.02
9 Years	24.62	24.01
 <u>EFFECTIVE APRIL 1, 1992</u>		
Start	\$16.81	\$16.34
1 Year	17.71	17.22
2 Years	18.46	17.97
3 Years	19.49	18.97
4 Years	20.51	19.99
5 Years	21.54	20.99
6 Years	22.82	22.25
7 Years	24.10	23.51
8 Years	25.38	24.77
9 Years	26.67	26.01

APPENDIX 4

SUPERIOR CONDITIONS

ARTICLE I - DEFINITIONS AND GRADUATE NURSE

In reference to the Central Document, Article **2.02** and the obsolete agreement Article **3.01(b)**

A graduate nurse is defined as a nurse with registration incomplete who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements. This registration is to be completed within twenty-four **(24)** months of employment for nurses hired after July **1, 1975**.

ARTICLE II - SENIORITY

In reference to the Central Document, Article **10** Note and the obsolete agreement Article **11.01**

The Hospital will submit to the Local Association, semi-annually, the number of tours worked by each casual part-time nurse since their last date of hire.

ARTICLE III - PAID HOLIDAYS

In reference to the Central Document, Article **15.01** Note and the obsolete agreement Article **22.03**

A casual part-time nurse who works on a designated holiday as listed in Appendix **5**, Article I of this agreement shall be paid at time and one-half **(1-1/2)** her regular straight time hourly rate for all hours worked on such holiday. Where, in addition, she is required to work additional hours following her full tour on that day she shall receive two **(2)** times her regular straight time hourly rate for such additional hours worked.

ARTICLE IV - VACATIONS

In reference to the Central Document, Article **16** Note and the obsolete agreement Article **21.01**

A casual part-time nurse on staff as of October **23, 1981**, who has less than four **(4)** years **(800** tours worked) of seniority shall be entitled to six percent **(6%)** of all pay earned during the vacation year. Casual part-time nurses on staff as of October **23, 1981**, who have more than four **(4)** years **(800** tours worked) of seniority shall be entitled to eight percent **(8%)** of all pay earned during the vacation year:

## ARTICLE V - EDUCATION ALLOWANCE

In reference to the Central Document, Article **19.09** and the obsolete agreement Article Schedule **"A"**

### Educational Increments

- (a) An additional **\$15.00 per month** will be paid to a nurse who has obtained a **recognized** certificate or for successful completion of a **recognized** course of four **(4)** or more weeks' duration but less than three **(3)** months **recognized** by the Ontario Hospital Association or the Registered Nurses' Association of Ontario. To qualify, such a course or **certificate must** be agreed upon by the Hospital and Association. Not more than one **(1)** increment of **\$15.00** per month will be **recognized** for any one nurse and only such certificates or courses as are in the Hospital's opinion required with respect to the nurse's position will be **recognized**.
  
- (b) Any nurse in the employ of the Hospital on the date of signing this Agreement who claims to be entitled to an educational increment shall within thirty **(30)** days submit a request for such increment to the **Administrator for his consideration**.

APPENDIX 5

TO THE

COLLECTIVE AGREEMENT

BETWEEN:

THE **FREEPORT** HOSPITAL

AND:

ONTARIO NURSES' ASSOCIATION

PART - TIME AGREEMENT

ARTICLE A - RECOGNITION

ARTICLE B - MANAGEMENT RIGHTS

ARTICLE C - ASSOCIATION SECURITY (Article 5)

ARTICLE D - REPRESENTATION AND COMMITTEES (Article 6)

ARTICLE E - SENIORITY (Article 10)

ARTICLE F - LEAVE OF ABSENCE (Article 11)

ARTICLE G - HOURS OF WORK (Article 13)

ARTICLE H - PAID HOLIDAYS (Article 15)

ARTICLE I - VACATIONS (Article 16)

ARTICLE J - MISCELLANEOUS (Article 18)

ARTICLE K - RETIREMENT

ARTICLE L - JOB SHARING

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING

## APPENDIX 5

### ARTICLE A - RECOGNITION

A-1 The Hospital **recognizes** the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity who work less than five (5) full tours in the average week, by The **Freeport** Hospital, save and **except** Relief Assistant Managers - Patient Care, supervisors and persons above the rank of Relief Assistant Managers - Patient Care, and supervisors.

### ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association acknowledges that it is the exclusive function of the Hospital except as specifically restricted by the provisions of the Agreement to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and highest standard of service job rating or 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 and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses 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.

B-3 Notwithstanding anything in this Agreement, if a bona fide emergency which was unforeseen by the Hospital exists which affects the minimum care of the patients, a nurse may be requested by the Director of Nursing, or

her delegate and by mutual consent agree to work or report for work for as long as the emergency exists.

ARTICLE C - ASSOCIATION SECURITY

C-1 In reference to Article **5.06**, the Hospital will schedule to have an officer of the Association or nurse representative interview newly hired nurses as part of the Hospital Orientation program.

ARTICLE D - REPRESENTATION AND COMMITTEES

D-1 Part-time nurses under this **Agreement will be** represented in accordance with the provisions of Article D of the full-time Appendix **5**. The Association's appointees to all committees may be part-time nurses.

ARTICLE E - SENIORITY

E-1 In reference to Article **10.02**, seniority lists shall be submitted to the Local Association semi-annually during the months of April and October.

ARTICLE F- LEAVE OF ABSENCE

F-1 In reference to Article **11.02**, Leave of Absence for Association Business shall not exceed an overall total of seventy-five (**75**) days in one (**1**) calendar year, for both bargaining units.

ARTICLE G - HOURS OF WORK

G-1 In reference to Article **13.01 (b)**, a meal break without pay shall be scheduled by the Hospital during each tour. Should a nurse be recalled to duty during meal time, additional time off shall be provided later in the tour. A rest period with pay will be scheduled by the Hospital during each half tour.

G-2 The regular part-time nurse must be available as required by the Hospital to work eleven (**11**) calendar months of the year which will include four (**4**) weeks during the eight weeks of July and August and shall be available as follows:

(a) one weekend worked in three (**3**) weeks;

(b) two (**2**) tours worked per week.

(c) the Christmas period tours and New **Years'** period tours on alternate years. Christmas period tours shall include December **24, 25** and **26**. New **Year's** period tours shall include December **31** and January **1**.

The Hospital will endeavour to give part-time nurses six **(6)** consecutive days off at either the Christmas or New year% period:

(d) work a minimum of three **(3)** additional **recognized** holidays during the year;

(e) notify the Nursing Department when not available.

**G-3** In reference to Article **14.11**, tours scheduled for Regular Part-Time nurses will be posted at least four **(4)** weeks in advance. Requests for specific days off are to be submitted in writing to the Unit Office two **(2)** weeks before schedules are posted. Requests for change in posted time schedules must be submitted in writing seventy-two **(72)** hours in advance except for extenuating circumstances and co-signed by a nurse willing to exchange days off or tour. It is understood that exchanges can occur between full-time and part-time nurses. All changes must be mutually agreed between the nurses and the Hospital. The Unit Manager will confirm such exchanges in writing within forty-eight **(48)** hours.

**G-4** Shift Premium

In reference to Article **14.09**, an evening shift shall be all hours worked between **1500** and **2300** hours and a night shift shall be all hours worked between **2300** and **0700** hours.

**G-5** Weekend Premium

In reference to Article **14.14**, weekend premium will be paid for each hour worked between **2300** hours Friday and **2300** hours Sunday.

**G-6** Nurses will have a period of forty-eight **(48)** consecutive hours off following the completion of a night tour.

Nurses will have a period of sixteen **(16)** consecutive hours off between working tours.

When a nurse is obligated by the Hospital to work with less than sixteen **(16)** consecutive hours off or **forty-eight (48)** consecutive hours off following the completion of a night tour, the nurse shall be paid in accordance with Article **14.03** for all hours worked on the next tour worked.



When a nurse works overtime in conjunction with her full shift the above clause shall apply providing such overtime exceeds three (3) hours.

#### ARTICLE H - PAID HOLIDAYS

H-1 In reference to Article **15.01** and Appendix **5**, Article H of the full-time collective agreement, the twelve (12) Paid Holidays are as follows:

New <b>Year's</b> Day	Labour Day
Second Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day - July 1	Boxing Day
Civic Holiday	Second Sunday in June

If Heritage Day is proclaimed as a holiday, it will replace the second Monday in February.

H-2 For the purposes of this Article, a paid holiday shall commence at **2300** hours on the day prior to the day on which the paid holiday is **recognized** and premium time shall be paid for work performed on such tour. Normal wage shall be paid in respect to the tour which commences at **2300** hours on the day on which the paid holiday is **recognized**.

H-3 If a holiday is proclaimed on a day other than the traditional calendar day, the proclaimed day shall be substituted for the traditional calendar day.

#### ARTICLE I - VACATIONS

I-1 In reference to Article **16**, the date for determining vacation entitlement shall be service as of June **30th**.

I-2 (a) Vacation earned for the vacation period ending June **30th** of any year must be taken by June **30th** of the subsequent year.

(b) Vacation may be requested prior to June **30th** in any year.

I-3 Vacation lists shall be posted by February **15** in each **year**, and shall remain posted until March **15** in order to give nurses an opportunity to record their vacation preferences. Vacation lists shall be withdrawn on March **15th** and **finalized** vacation schedules shall be posted by April **30th**. The Hospital will consider the wishes of those nurses who recorded preferences in accordance with their seniority. However, the Hospital shall have the right to set the vacation periods.

## ARTICLE J - MISCELLANEOUS

- J-1            Bulletin Boards - The Hospital shall provide bulletin boards for the use of the Association.
- J-2            When a change or error in a **paycheque** occurs, the Hospital will endeavour to indicate to the Nurse in writing at the time of the change or error.
- J-3            In reference to Article **11.11 (c)** Prepaid Leave Plan, it is agreed that a total of six **(6)** nurses (full-time and/or part-time) may be allowed absent at any one time.
- J-4            A nurse who is assaulted or injured in the line of work will be reimbursed for the cost of any personal property damaged during such as noted in the June **1991** dress code policy.
- J-5            (a)    The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of **WCB** Benefits) and those on **LTD** by the **30th** of each month.
- (b)    Prior to any nurse returning to work on a Modified Work Program, the Hospital will notify and meet with the nurse and the **Association's** Modified Work **Sub-Committee** member or alternate, to discuss the circumstances surrounding the nurse's return.
- (c)    The Hospital agrees to provide the Association with a copy of the Workers' Compensation Board's Form **#7** (Employer% Report of Accidental Injury or Industrial Disease) at the same time it is sent to the Board.

## ARTICLE K - RETIREMENT

- K-1            A nurse shall retire and cease employment on the first day of the month following the month after which the nurse attains the age of **65** years. Notwithstanding the foregoing, in the discretion of the Hospital and with the consent of the nurse, the date of retirement may be extended on a year-by-year basis, provided that such extension or extensions shall not extend past the nurse's seventieth (**70th**) birthday.

## ARTICLE L - JOB SHARING

**Recognizing** that some employees desire a more flexible working arrangement than is currently provided for in the Collective Agreement, the parties agree to the following terms and conditions and scheduling regulations for Job Sharing.

- L-1 All such positions shall be considered full-time.
- L-2 Job sharers shall be treated as regular part-time employees for all purposes, with the exception of Article "G" of Part-Time, Appendix 5.
- L-3 The total number of employees allowed to job share will be up to a maximum of ten (10) positions. If expansion of the maximum number of job-shared positions is desired by either party, such will be done so by mutual agreement of the parties. Individuals who are presently working full-time and wish to make application to job share shall do so to the Director of Nursing. The applicant's portion of the position will not be posted but the remainder of the original position shall be posted as per the Central Part-Time Collective Agreement.
- L-4 If more nurses in an area make application to job share in that area than is acceptable to the Director of Nursing, the decision of which jobs is (are) to be shared shall be based on seniority.
- L-5 The selection process for applicants to the posted position shall be in accordance with the Central Part-Time Collective Agreement.
- L-6 If one of the job sharers terminates their position or transfers to a different position, the posting of such vacancy will be as per the Central Part-Time Collective Agreement.
- If a full-time position which is job shared reverts to a non-shared full-time position, then the job sharing nurse, if she wishes a full-time position, must make application for that full-time position as per the Central Full-Time Collective Agreement unless she was the incumbent of that original full-time position and it shall not be posted.
- L-7 Posted schedules for job-sharing will be identical to the rotation for the full-time nurses they replace.
- L-8 Job sharers will have the option of determining between themselves which portion of the rotation they will work, however, this determination must be made before the schedule is posted and must include two (2) shift rotations for each job share employee. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must be arranged as per the Collective Agreement.

- L-9**           **The** job sharers shall have the option of exchanging shifts with other Full-Time or Part-Time nurses in accordance with the Collective Agreement.
- L-10**           **A** job sharer's vacant hours of work resulting from vacation, **leaves** of absence or sick leave will be offered to the job sharing partner. If the partner is unable to be contacted or cannot work the vacant hours, the Hospital will schedule such hours in accordance with Hospital policy and the terms of the Part-Time Collective Agreement.
- L-11**           The parties may terminate the job sharing program on giving eight **(8)** weeks notice to the other, in writing, of their desire to terminate. A meeting will be held within two **(2)** weeks of notice to discuss reasons and implementation.

Dated at \_\_\_\_\_ Ontario this day of \_\_\_\_\_ **1992.**

For the Hospital:

For the Association:

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LETTER OF UNDERSTANDING

between

**FREEPORT HOSPITAL**

and

ONTARIO NURSES' ASSOCIATION

Where the Hospital temporarily assigns a Registered Staff Nurse to a higher classification (whether or not such classification is included in the bargaining unit), Monday to Friday, the Hospital will endeavour if patient care needs indicate to replace such Registered Staff Nurse by a Registered Staff Nurse for the direct **patient care** on the unit.

Dated at \_\_\_\_\_ Ontario this day of \_\_\_\_\_ **1992**.

For the Hospital:

For the Association:

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LETTER OF UNDERSTANDING

between

**FREEPORT HOSPITAL**

and

ONTARIO NURSES' ASSOCIATION

The parties agree that should the Hospital decide to charge nurses for parking during the terms of the Collective Agreement, the Hospital shall give a minimum of six (6) weeks notice of any pending charges for parking.

Dated at \_\_\_\_\_ Ontario this day of \_\_\_\_\_ **1992.**

For the Hospital:

For the Association:

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LETTER OF UNDERSTANDING

between

**FREEPORT HOSPITAL**

and

ONTARIO NURSES' ASSOCIATION

**Re:** Casual Part-Time Nurses

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It is understood that Casual Part-Time Nurses can be **pre-scheduled** when Regular Part-Time Nurses are not available.

Dated at \_\_\_\_\_ Ontario this day of \_\_\_\_\_ 1992.

For the Hospital:

For the Association:

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