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TERM.	93 03 31		
No. OF EMPLOYEES	157		
NO. Part-time D'EMPLOYÉS	80		

COLLECTIVE AGREEMENT

Between :

THE ST. THOMAS-ELGIN GENERAL HOSPITAL
(Hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Association")

Expiry Date: March 31, 1993

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APPENDIX 3

SALARY SCHEDULE

Regular Part-time Registered Staff Nurses shall be compensated for their services in accordance with the following salary grid:

Effective April 1, 1991

<u>Level</u>	<u>Service for the Hospital under This Clause Since The Commencement Date</u>	<u>Regular Straight Time Hourly Rate</u>
Start	0	\$ 16.81
2	After 200 tours	17.71
3	After 400 tours	18.10
4	After 600 tours	18.97
5	After 800 tours	19.74
6	After 1,000 tours	20.51
7	After 1,200 tours	21.28
8	After 1,400 tours	22.05
9	After 1,600 tours	22.82
10	After 1,800 tours	23.59

Effective October 1, 1991

Start	0	\$ 16.81
2	After 200 tours	17.71
3	After 400 tours	18.10
4	After 600 tours	18.97
5	After 800 tours	20.00
6	After 1,000 tours	20.77
7	After 1,200 tours	21.54
8	After 1,400 tours	22.56
9	After 1,600 tours	23.59
10	After 1,800 tours	24.62

Effective April 1, 1992

Start	0	\$ 16.81
2	After 200 tours	17.71
3	After 400 tours	18.46
4	After 600 tours	19.49
5	After 800 tours	20.51
6	After 1,000 tours	21.54
7	After 1,200 tours	22.82
8	After 1,400 tours	24.10
9	After 1,600 tours	25.38
10	After 1,800 tours	26.67

APPENDIX 3

SALARY SCHEDULE

Regular Part-time Graduate Staff Nurses shall be compensated for their services in accordance with the following salary grid:

Effective April 1, 1991

<u>Level</u>	<u>Service for the Hospital under This Clause Since The Commencement Date</u>	<u>Regular Straight Time Hourly Rate</u>
Start	0	\$ 16.07
2	After 200 tours	16.92
3	After 400 tours	17.26
4	After 600 tours	18.07
5	After 800 tours	18.78
6	After 1,000 tours	19.46
7	After 1,200 tours	20.16
8	After 1,400 tours	20.72
9	After 1,600 tours	21.44

Effective October 1, 1991

Start	0	\$ 16.07
2	After 200 tours	16.92
3	After 400 tours	17.26
4	After 600 tours	18.07
5	After 800 tours	19.03
6	After 1,000 tours	19.71
7	After 1,200 tours	20.40
8	After 1,400 tours	21.20
9	After 1,600 tours	22.16

Effective April 1, 1992

Start	0	\$ 16.07
2	After 200 tours	16.92
3	After 400 tours	17.61
4	After 600 tours	18.56
5	After 800 tours	19.52
6	After 1,000 tours	20.44
7	After 1,200 tours	21.62
8	After 1,400 tours	22.64
9	After 1,600 tours	23.84

APPENDIX 3

SALARY SCHEDULE

Casual Part-time Registered Staff Nurses shall be Compensated for their services in accordance with the following salary grid:

Effective April 1, 1991

<u>Level</u>	<u>Service for the Hospital under This Clause Since The Commencement Date</u>	<u>Regular Straight Time Hourly Rate</u>
Start	0	\$ 16.81
2	After 200 tours	17.71
3	After 400 tours	18.10
4	After 600 tours	18.97
5	After 800 tours	19.74
6	After 1,000 tours	20.51
7	After 1,200 tours	21.28
8	After 1,400 tours	22.05
9	After 1,600 tours	22.82
10	After 1,800 tours	23.59

Effective October 1, 1991

Start	0	\$ 16.81
2	After 200 tours	17.71
3	After 400 tours	18.10
4	After 600 tours	18.97
5	After 800 tours	20.00
6	After 1,000 tours	20.77
7	After 1,200 tours	21.54
8	After 1,400 tours	22.56
9	After 1,600 tours	23.59
10	After 1,800 tours	24.62

Effective April 1, 1992

Start	0	\$ 16.81
2	After 200 tours	17.71
3	After 400 tours	18.46
4	After 600 tours	19.49
5	After 800 tours	20.51
6	After 1,000 tours	21.54
7	After 1,200 tours	22.82
8	After 1,400 tours	24.10
9	After 1,600 tours	25.38
10	After 1,800 tours	26.67

APPENDIX 3

SALARY SCHEDULE

Casual Part-time Graduate Staff Nurses shall be compensated for their services in accordance with the following salary grid:

Effective April 1, 1991

<u>Level</u>	<u>Service for the Hospital under This Clause Since The Commencement Date</u>	<u>Regular Straight Time Hourly Rate</u>
Start	0	\$ 16.07
2	After 200 tours	16.92
3	After 400 tours	17.26
4	After 600 tours	18.07
5	After 800 tours	18.78
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9	After 1,600 tours	22.16

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4	After 600 tours	18.56
5	After 800 tours	19.52
6	After 1,000 tours	20.44
7	After 1,200 tours	21.62
8	After 1,400 tours	22.64
9	After 1,600 tours	23.84

APPENDIX 4
SUPERIOR CONDITIONS

APPENDIX 5

LOCAL PROVISIONS

ARTICLE	A	RECOGNITION
	B	RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS
	C	ASSOCIATION REPRESENTATION
	D	ASSOCIATION INTERVIEW
	E	SENIORITY
	F	ASSOCIATION LEAVE
	G	STANDARD SCHEDULING OBJECTIVES
	H	HOSPITAL HOLIDAYS
	I	VACATIONS
	J	NOTICE OF TERMINATION OF EMPLOYMENT
	K	PRE-PAID LEAVE
	L	JOB SHARING
	M	MISCELLANEOUS

ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes the Association as the sole and exclusive Bargaining Agent for all part-time Registered and Graduate Nurses employed by the Hospital less than five (5) full tours per week on a regular basis, engaged in a nursing capacity, save and except Head Nurses, those persons above the rank of Head Nurses, In-service Nurses, Health Nurses, and Infection Control Officers, permanent Full-time Nurses covered by the Full-time Agreement between the parties and other persons excluded by Certificate of the Ontario Labour Relations Board dated December 16, 1974.
- A-2 The word "Nurses" when used throughout this Agreement shall mean persons included in the above described Bargaining Unit. Nurses covered by this Agreement shall be divided into two classifications designated "Regular Part-time" and "Casual Part-time".
- A-3 In accordance with Article 2.04 the predetermined basis upon which the commitment of a Regular Part-Time Nurse to be available is made shall be as follows:
- i) Available on a predetermined scheduled basis for at least six (6) tours per bi-weekly pay period in the case of regular tours or at least four (4) tours per bi-weekly pay period in the case of extended tours.
 - ii) Available for work either one (1) weekend in two (2) or three (3) weekends in six (6) as required by the Hospital.
 - iii) Available for all shifts provided, however, it is understood that in respect of present regular part time nurses who as of September 2, 1986 are working one or two shifts only as opposed to all shifts, their commitment with respect to shifts will continue as is.
 - iv) Available for work as scheduled on any shift, either:
 - (i) on December 24th and December 25th, or
 - (ii) on December 31st and January 1st.
 - v) Available for work on at least four (4) additional Hospital Holidays during the year.

- A-4 **"Supervisor"** or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the Bargaining Unit.
- A-5 A weekend is defined as being fifty-five and three quarters (**55 3/4**) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

ARTICLE B - RESERVATION OF HOSPITAL 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 in accordance with Article 7.06 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, the service to be performed and the 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.

ARTICLE C - ASSOCIATION REPRESENTATION

- C-1 The Association shall appoint or otherwise select from its membership and the Hospital shall recognize two (2) representatives of the nurses under this Agreement.
- C-2 The Grievance Committee under the Collective Agreement covering full-time nurses shall operate for part-time nurses also provided there may be a part-time nurse representative substituted for one of the regular members of such Committee.
- C-3 The same four (4) nurses who constitute the full-time Negotiating Committee will also constitute the part-time Negotiating Committee.

ARTICLE D - ASSOCIATION INTERVIEW

- D-1 The interview opportunity will be during a new nurse's orientation period. The interview will take place on the Employer's premises in a room designated by the Employer.

ARTICLE E - SENIORITY

- E-1 A copy of the seniority list will be filed with the Association semi-annually, by February 1st and August 1st. The list for Regular Part-time and Casual Part-time will be current to the end of the pay period immediately preceding January 1 and July 1.

ARTICLE F - ASSOCIATION LEAVE

- F-1 The Hospital agrees to grant leave of absence to attend Association business including conferences and conventions up to a total of thirty-five (35) days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than two (2) nurses shall be absent on such leave at any one time and not more than one (1) nurse from any one unit at any one time.

ARTICLE G - STANDARD SCHEDULING OBJECTIVES (Regular Tours)

- G-1 The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules, although it is recognized by the Association that it has not always been and may not always be possible to attain these objectives.

- (a) No less than sixteen (16) consecutive hours shall be scheduled off between tour changes without consent:
- (b) Schedules for regular part-time nurses will be posted no less than ten (10) days in advance and shall cover no less than a six (6) week period. Request 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 and shall be subject to approval in writing by the Hospital. It is understood that such exchanges must take place within a six (6) month period. In any event, it is understood that such a tour of duty initiated by the nurse shall not result in overtime compensation or payment to any of the nurses affected by such change. It is understood that full-time nurses may also exchange tours with part-time nurses in accordance with the provisions set out above where the part-time nurse has been booked to work the tour that is requested to be exchanged.
- (c) The night shift will be the first shift of the day.
- (d) A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid break.

G-2

Extended Tours

- (1) A longer daily tour (extended tour) shall be introduced into any unit when:
 - (a) eighty percent (80%) of the nurses in the unit so indicate by secret ballot: and
 - (b) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable arbitrary manner.
- (2) A longer daily tour (extended tour) may be discontinued in any unit when:
 - (a) fifty percent (50%) of the nurses in the unit so indicate by secret ballot: or
 - (b) the Hospital because of
 - (i) adverse effects on patient care,

- (ii) inability to provide a workable staffing schedule, or
 - (iii) adverse financial effects,
- states its intention to discontinue the longer daily tour (extended tour), in the schedule.
- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (b) where it is determined that the compressed work week will be discontinued, affected nurses shall be given one (1) month's notice before the schedules are amended.

e-3

Standard Scheduling Objectives (Extended Tours)

The Hospital will endeavour to maintain and achieve the following objectives in its formulation of working schedules, although it is recognized by the Association that it has not always been and may not always be possible to attain these objectives.

- (a) The Hospital will schedule a period of at least twelve (12) consecutive hours off duty between shifts.
- (b) Schedules for regular part-time nurses will be posted no less than ten (10) days in advance and shall cover no less than a six (6) week period. Request 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 and shall be subject to approval in writing by the Hospital. It is understood that such exchanges must take place within a six (6) month period. In any event, it is understood that such a tour of duty initiated by the nurse shall not result in overtime compensation or payment to any of the nurses affected by such change. It is understood that full-time nurses may also exchange tours with part-time nurses in accordance with the provisions set out above where the part-time nurse has been booked to work the tour that is requested to be exchanged;
- (c) Posting of Christmas, New Year's schedules at least four (4) weeks before Christmas.

(d) The night shift will be the first shift of the day.

ARTICLE H - HOSPITAL HOLIDAYS

H-1 In accordance with Article 15.01 of the Collective Agreement, the Holidays listed in Article 15.01 of the full-time Collective Agreement are as follows:

New Year's Day - January 1
 2nd Monday in February
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day - July 1
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day - November 11
 Christmas Day - December 25
 Boxing Day - December 26

ARTICLE I - VACATIONS

I-1 The Hospital will give every consideration to the regular part-time nurses' preference as to the timing of their vacation, but of necessity the final decision as to the scheduling of vacations remains with the Hospital. Where more nurses have indicated preference for the same period of time than the Hospital can reasonably grant, preference for choice of vacation periods shall be granted in order of seniority, if reasonable. In allocating vacation periods the Hospital is not opposed in principle to 1 regular part-time nurse from each unit (except medical/surgical units) and 2 regular part-time nurses in total from the combined medical/surgical units, exclusive of the Head Nurse, being on vacation at the same time.

Allocation of vacation periods shall be subject to the Hospital's requirements in maintaining adequate, capable staff as required to provide adequate patient care in all departments of the Hospital.

I-2 Normally vacations may not be taken between December 15th and January 15th. However, it is understood that the Hospital will consider requests for vacations during this period under special circumstances.

- I-3 Vacations earned as at April 30th in a given year must be taken by April 30th of the following year. Vacations may not be accumulated from one vacation year to the next.
- I-4 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the nurses.
- It is agreed that regular part-time nurses may take up to two (2) weeks of their vacation entitlement in single days. For the purposes of vacation, one (1) week equals the average number of hours normally worked in a week by a regular part-time nurse (averaged over two (2) weeks).
- I-5 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- I-6 Vacation lists shall be posted no later than March 1st each year and shall remain posted for a period of one (1) month and then withdrawn. Finalized vacation schedules posted one (1) month later.
- I-7 Requests for vacation to be taken between the 15th day of January and the date finalized vacation list is posted will be considered in the order in which they are received in writing by the Director of Nursing Service.
- I-8 Request for vacation received in writing by the Director of Nursing Service following the withdrawal of the vacation list will be considered in the order in which they are received. It is understood that first consideration will be given to nurses who have indicated their preference for vacation on the vacation list prior to it being withdrawn.
- I-9 It is understood that vacation entitlement for regular part-time nurses will be calculated as at April 30 of each year.

ARTICLE J - NOTICE OF TERMINATION OF EMPLOYMENT

- J-1 Part-time nurses shall give at least two (2) weeks' written notice of intention to resign.

ARTICLE K - PRE-PAID LEAVE

- K-1 No more than one nurse from any of the following eight (8) units may be absent at the same time to a maximum of

eight (8) nurses in total from the full time and part-time bargaining units combined, or more at the discretion of the Hospital.

Areas defined as:

1. OR/RR/OPS
2. Emergency
3. ICU/CCU
4. OBS/NSY
5. Paediatrics
6. Medicine
7. Surgery
8. Memorial Continuing Care Centre/5 Chronic

ARTICLE L - 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:

- L-1** Job sharing requests with regard to full time positions shall be considered on an individual basis.
- L-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.
- L-3** The above schedules shall conform with scheduling provisions of the full-time Collective Agreement. For clarity the five (5) consecutive days off work at either Christmas or New Year's will be scheduled at the same time for both nurses.
- L-4** Each job sharer may exchange shifts with her partner, as well as with other nurses, in accordance with the Collective Agreement and departmental policy.
- L-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.
- L-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.

L-7 Implementation

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

- L-8 An incumbent full-time nurse who wishes to share her position must make application to the Hospital. Where this is approved it is agreed that her half of the position will not be posted; however, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.

An application to be considered for a job sharing arrangement must be submitted in writing to the Director of Nursing and will be kept on file and considered in accordance with Article 10.06 (b) of the full-time and 10.05 (b) of the part-time Collective Agreements when an approved job sharing arrangement arises.

- L-9 If one (1) 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 applying for an available part time position for which she is qualified. If she does not continue full time, the position must be posted according to the Collective Agreement.

L-10 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.

Where the job sharing arrangement arose out of the wish of a full-time nurse to share her job, the original incumbent will be offered the non-shared full-time position. If she declines it will be offered to the other job sharer. If both job sharers decline the non-shared full-time position, or if the job sharing arrangement arose from a full-time vacancy, the position will be posted according to the Collective Agreement. A job sharer who does not continue full-time will have the option of applying for an available part-time position for which she is qualified.

- L-11 Any transfers or changes of status of a nurse resulting from a job sharing arrangement reverting to a full-time position shall not constitute a layoff, under the terms of the Collective Agreements.
- L-12 Job sharers shall be treated as regular part-time employees and be subject to the provisions of the part-time Collective Agreement except for Articles A-3 and G-1 of Appendix 5 of the part-time Collective Agreement.
- L-13 Any issues arising out of this Agreement not dealt with elsewhere in the Collective Agreements will be dealt with at a Hospital Association Committee meeting.

LE M - MISCELLANEOUS

- M-1 Modified Work
- (a) The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- (b) 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.
- (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.

M-2 Shift Premium

In accordance with Article 14.09 of the Part-time Agreement the evening shift shall be defined as 1500 hours to 2300 hours and the night shift shall be defined as 2300 hours to 0700 hours.

M-3 Weekend Premium

Weekend premium shall be paid in accordance with Article 14.14 for all hours worked between midnight Friday and midnight Sunday.

LETTER OF UNDERSTANDING

Between :

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

And :

ONTARIO NURSES' ASSOCIATION

A committee of six (6) persons will be established [three (3) to be selected by the Association (either from the full time and/or part time unit) and three (3) to be selected by the Hospital] for the purpose of studying the feasibility of a day care service at the Hospital.

Dated at ST. THOMAS, Ontario, this 17TH day of FEBRUARY, 1993.

FOR THE HOSPITAL

[Signature]

[Signature]

FOR THE ASSOCIATION

[Signature]
Employment Relations Officer

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between :

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Schedules consisting of a mix of extended tours and normal tours shall be a subject for discussion at Hospital Association Committee.

Dated at St-Thomas, Ontario, this 17th day of FEBRUARY, 1993.

FOR THE HOSPITAL

Low Themi
W. B. Bell

FOR THE ASSOCIATION

E. J. L. Boyd
E. J. L. Boyd, Relations Officer
ment Relations (_____
Jo Ann C. Day
Karen Skatson
Anne Dayk
Keely Weiss

Signed at St-Thomas, Ontario, this 12~~th~~ day of FEBRUARY, 1993.

FOR THE HOSPITAL

D.W. Thomas
M. Bedel

FOR THE ASSOCIATION

E. Lyle Boyd
Employment Relations Officer
J. Ann Calay
Karen Jackson
Anne Daykin
Keeley Wilson