

ORIGINAL SIGNED  
DOCUMENT

FULL-TIME

COLLECTIVE AGREEMENT

SOURCE	CNA
EFF.	93 04 01
TERM.	96 03 31
NO. OF EMPLOYEES	98
NOMBRE D'EMPLOYÉS	98

Between

SARNIA GENERAL HOSPITAL

(Hereinafter called the "Hospital")

and

ONTARIO NURSES' ASSOCIATION

(Hereinafter called the "Association")

EXPIRY: 31 MARCH, 1996

SARNI01.F-S

056336067

The nurses involved in a **job** sharing arrangement will be classified **as** regular part-time and will be covered by the provisions of the part-time collective agreement.

#### ARTICLE 21 - SUPERIOR CONDITIONS

21.01 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

It is, however, hereby confirmed that where such references are made to existing Superior Conditions that they refer to conditions existing prior to October 23, 1981.

21.02 The Association and the Participating Hospitals agree to establish a committee consisting of two (2) representatives of the Association and two (2) representatives of the Participating Hospitals to review the superior conditions appendices in each of the participating **hospitals**. This committee will report to their respective negotiating committees prior to the next round of central negotiations.

#### ARTICLE 22 - DURATION

22.01 This Agreement shall continue in effect until March 31, ~~1996~~ and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date,

22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 23

23.01 Attached hereto and forming part of this Agreement are the following appendices:

- Appendix 1 - O.N.A. Grievance Form
- Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons
- Appendix 3 - Salary Schedule
- Appendix 4 - Superior Conditions - If Any
- Appendix 5 - Appendix of Local Provisions
- Appendix 6 - O.N.A. Professional Responsibility Complaint Form.

'Signed at Sarnia, Ontario, this 27<sup>th</sup> day of August, 1995.

For the Hospital:

For the Association:

Chris Coyle  
Barbara Paul  
 \_\_\_\_\_

Michelle Brossseau  
Jean Leitchellard  
Margaret Steen  
John Sheppard

APPENDIX 1

O.N.A. GRIEVANCE REPORT

**ONTARIO NURSES' ASSOCIATION**  
**ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO**  
**GRIEVANCE REPORT / RAPPORT DE GRIEF**

ON A LOCAL  
SECTION  
DE L'AIO

EMPLOYER  
EMPLOYEUR

STEP  
ÉTAPE

DATE SUBMITTED TO EMPLOYER  
DATE DE SOUMISSION À L'EMPLOYEUR

GRIEVO  
PLAIGNANTE

DEPARTMENT  
SERVICE

GRIEVANCE NO.  
N° DU GRIEF

1.

2.

3.

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT

SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ

SIGNATURE OF GRIEVO:  
SIGNATURE DE LA PLAIGNANTE:

SIGNATURE OF ASSOCIATION REP.:  
SIGNATURE DE LA REP. DE L'AIO:

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:  
DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE  
SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL  
DATE DE RECEPTION PAR LA SECTION LOCALE

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:  
DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE  
SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL  
DATE DE RECEPTION PAR LA SECTION LOCALE

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:  
DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE  
SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:  
DATE DE RECEPTION PAR LA SECTION LOCALE:

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APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY  
ASSESSMENT COMMITTEE - CHAIRPERSONS

## APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY  
ASSESSMENT COMMITTEE - CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons - Nursing Assessment Committees - in the above named sector.

1. Dr. Alice Baumgart  
School of Nursing  
Queen's University  
Kingston, Ontario
2. Miss Margaret Charters  
Assistant Administrator  
Nursing and Patient Care  
Hamilton General Hospital  
Hamilton, Ontario
3. Mrs. Roxy Edwards  
Executive Director  
Bruce Peninsula Health Serv.  
Wiarton, Ontario
4. Dr. Josephine Flaherty  
Principal Nursing Officer  
Health and Welfare Canada  
  
Ottawa, Ontario
5. Ms. Gwen Hefferman  
Director of Nursing Educ.  
Ottawa Civic Hospital  
Ottawa, Ontario
6. Ms. Pat Kirkby  
Dean, School of Health  
Sciences and Human Services  
Fanshawe College  
London, Ontario
7. Ms. Louise Lemieux-Charles  
Doctoral Candidate  
Health Administration  
London, Ontario
8. Mrs. Maxine Pastirik  
Program Developer  
Niagara College of Applied  
Arts & Technology  
Welland, Ontario
9. Dr. Lucille Peszat  
Canadian Centre for Stress  
and Well Being  
Toronto, Ontario
10. Mrs. Helen Taylor  
Health Care Consultant  
M.I. Administrative  
Services  
Ltd.  
Scarborough, Ontario
11. Ms. Judy Tiivel  
Co-ordinator  
Nursing Computer Project  
Toronto Western Hospital  
Toronto, Ontario
12. Ms. Kathleen Webb  
Director of Nursing  
Humber Memorial Hospital  
Weston, Ontario

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**APPENDIX 3**  
**SALARY SCHEDULE**



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Amended Salary Schedule

Sarnia General Hospital  
Registered Nurse

EFFECTIVE		P.E. ADJ. APRIL 1/93	P.E. ADJ. JAN 1/94	P.E. ADJ. JAN 1/95	P.E. ADJ. JAN 1/96
START		\$2778.75 \$17.10	\$2824.25 \$17.38	\$2869.75 \$17.66	\$2915.25 \$17.94
AFTER 1 YR		\$2925.00 \$18.00	\$2970.50 \$18.28	\$3016.00 \$18.56	\$3061.50 \$18.84
AFTER 2 YRS		\$3046.88 \$18.75	\$3092.38 \$19.03	\$3137.88 \$19.31	\$3183.38 \$19.59
AFTER 3 YRS		\$3214.25 \$19.78	\$3259.75 \$20.06	\$3305.25 \$20.34	\$3350.75 \$20.62
AFTER 4 YRS		\$3380.00 \$20.80	\$3425.50 \$21.08	\$3471.00 \$21.36	\$3516.50 \$21.64
AFTER 5 YRS		\$3547.38 \$21.83	\$3592.88 \$22.11	\$3638.38 \$22.39	\$3683.88 \$22.67
AFTER 6 YRS		\$3755.38 \$23.11	\$3800.88 \$23.39	\$3846.38 \$23.67	\$3891.88 \$23.95
AFTER 7 YRS		\$3963.38 \$24.39	\$4008.88 \$24.67	\$4054.38 \$24.95	\$4099.88 \$25.23
AFTER 8 YRS		\$4171.38 \$25.67	\$4216.88 \$25.95	\$4262.38 \$26.23	\$4307.88 \$26.51
AFTER 9 YRS		\$4381.00 \$26.96	\$4426.50 \$27.24	\$4472.00 \$27.52	\$4517.50 \$27.80

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## Amended Salary Schedule

Sarnia General Hospital  
Assistant Head Nurse

EFFECTIVE		P.E. ADJ. APRIL 1/93	P.E. ADJ. JAN 1/94	P.E. ADJ. JAN 1/95	P.E. ADJ. JAN 1/96
START		\$2897.38 \$17.83	\$2944.50 \$18.12	\$2991.63 \$18.41	\$3038.75 \$18.70
AFTER 1 YR		\$3048.50 \$18.76	\$3095.63 \$19.05	\$3142.75 \$19.34	\$3189.88 \$19.63
AFTER 2 YRS		\$3173.63 \$19.53	\$3220.75 \$19.82	\$3267.88 \$20.11	\$3315.00 \$20.40
AFTER 3 YRS		\$3345.88 \$20.59	\$3393.00 \$20.88	\$3440.13 \$21.17	\$3488.88 \$21.47
AFTER 4 YRS		\$3514.88 \$21.63	\$3562.00 \$21.92	\$3609.13 \$22.21	\$3657.88 \$22.51
AFTER 5 YRS		\$3683.88 \$22.67	\$3731.00 \$22.96	\$3778.13 \$23.25	\$3825.25 \$23.54
AFTER 6 YRS		\$3898.38 \$23.99	\$3945.50 \$24.28	\$3992.63 \$24.57	\$4039.75 \$24.86
AFTER 7 YRS		\$4111.25 \$25.30	\$4160.00 \$25.60	\$4207.13 \$25.89	\$4254.25 \$26.18
AFTER 8 YRS		\$4327.38 \$26.63	\$4374.50 \$26.92	\$4421.63 \$27.21	\$4468.75 \$27.50
AFTER 9 YRS		\$4545.13 \$27.97	\$4592.25 \$28.26	\$4639.38 \$28.55	\$4686.50 \$28.84

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## Amended Salary Schedule

Sarnia General Hospital  
Clinical Coordinator

EFFECTIVE		P.E.ADJ. APRIL 1/93	P.E.ADJ. JAN 1/94	P.E.ADJ. JAN 1/95	P.E.ADJ. JAN 1/96
START		\$2981.88 \$18.35	\$3030.63 \$18.65	\$3079.38 \$18.95	\$3128.13 \$19.25
AFTER 1 YR		\$3137.88 \$19.31	\$3186.63 \$19.61	\$3235.38 \$19.91	\$3285.75 \$20.22
AFTER 2 YRS		\$3266.25 \$20.10	\$3315.00 \$20.40	\$3363.75 \$20.70	\$3412.50 \$21.00
AFTER 3 YRS		\$3438.50 \$21.16	\$3487.25 \$21.46	\$3536.00 \$21.76	\$3584.75 \$22.06
AFTER 4 YRS		\$3615.63 \$22.25	\$3664.38 \$22.55	\$3711.50 \$22.84	\$3760.25 \$23.14
AFTER 5 YRS		\$3786.25 \$23.30	\$3835.00 \$23.60	\$3883.75 \$23.90	\$3932.50 \$24.20
AFTER 6 YRS		\$4002.38 \$24.63	\$4051.13 \$24.93	\$4099.88 \$25.23	\$4148.63 \$25.53
AFTER 7 YRS		\$4221.75 \$25.98	\$4268.88 \$26.27	\$4317.63 \$26.57	\$4366.38 \$26.87
AFTER 8 YRS		\$4442.75 \$27.34	\$4491.50 \$27.64	\$4538.63 \$27.93	\$4587.38 \$28.23
AFTER 9 YRS		\$4663.75 \$28.70	\$4712.50 \$29.00	\$4761.25 \$29.30	\$4808.38 \$29.59

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Amended Salary Schedule

Sarnia General Hospital  
Grad Nurse

EFFECTIVE		P.E.ADJ. APRIL 1/93	P.E.ADJ. JAN 1/94	P.E.ADJ. JAN 1/95	P.E.ADJ. JAN 1/96
START		\$2648.75 \$16.30	\$2691.00 \$16.56	\$2734.88 \$16.83	\$2778.75 \$17.10
AFTER 1 YR					
AFTER 2 YRS					
AFTER 3 YRS					
AFTER 4 YRS					
AFTER 5 YRS					
AFTER 6 YRS					
AFTER 7 YRS					
AFTER 8 YRS					
AFTER 9 YRS					

## SUPERIOR CONDITIONS

## APPENDIX 4

UNIT I SUPERIOR BENEFITS AWARDED BY THE CENTRAL  
ARBITRATION AWARD DATED OCTOBER 23, 1981

CLAUSE #18  
CENTRAL AWARD Applicable Clause from Existing  
FULL-TIME Collective Agreement

2.02 17.02 It is the Hospital's policy that graduate nurses  
(A) 11 take and pass the registered nurses examination  
as soon as possible. A graduate nurse who fails  
to complete successfully all the required  
examinations will be required to rewrite the  
exams as soon as possible. If she does not  
successfully complete all the required  
examinations after being given three (3)  
opportunities to do so: it is agreed that the  
Hospital will thereupon terminate her employment  
**as** a nurse.

A graduate nurse in the employ of the Hospital  
upon presenting proof of current registration by  
the College of Nurses of Ontario shall be given  
the salary of the registered staff nurse as  
provided in this Article retroactive to the date  
of successfully passing the registration  
examination or to the date of last hire,  
whichever is later.

19.09 17.09 Special Educational Bonuses

The Hospital will pay monthly bonuses to nurses  
as **set** out below: such bonuses will not pyramid,  
except in the case of bonuses 1 and 2:

1. Successful completion of nursing unit  
administration course - \$15.00
2. Successful completion of six month post-  
graduate course with respect to the  
specialty in which the nurse is employed -  
\$15.00
3. One year nursing certificate or diploma in  
nursing - \$40.00

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4. Bachelor's degree in nursing - \$80.00
5. Master's degree in nursing -\$120.00

\*Bonuses 4 and 5 will be paid only to Assistant Head Nurses, but, the Hospital in its discretion, will extend either bonus to a qualified staff nurse.

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APPENDIX 5  
TO THE  
COLLECTIVE AGREEMENT

BETWEEN :

THE HOSPITAL COMMISSION, SARNIA GENERAL HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

UNIT I

- ARTICLE A - RECOGNITION
- B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS
- C - ASSOCIATION REPRESENTATION
- D - SENIORITY
- E - LEAVES OF ABSENCE
- F - EXTENDED TOURS
- G - PREMIUM PAYMENT
- H - SCHEDULING OBJECTIVES
- I - VACATIONS
- J - HOLIDAYS
- K - BULLETIN BOARDS
- L - MEAL BREAKS AND REST PERIODS
- M - OVERTIME, EQUIVALENT TIME OFF
- N - UNIFORMS
- O - BEEPERS
- SHIFT PREMIUM
- P - MODIFIED WORK
- Q - **JOB SHARING**
- R - NURSE ABUSE

ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes the Association as the exclusive bargaining agent for all permanent full time registered and graduate nurses employed by the Hospital in the City of Sarnia engaged in a nursing capacity, save and except head nurses, persons above the rank of head nurse, pharmacy nurse, employee health nurse, infection control officer, discharge co-ordinator and persons regularly employed as a part-time nurse.
- A-2 The word "nurses" when used throughout this agreement shall mean persons included in the above described bargaining unit.

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- B-1 The Association acknowledges that it is the exclusive function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting that function 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 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, the services 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 Where the term "**local** Association President" is used throughout this Agreement it shall be interpreted as referring to "the President or her designate" provided she is an employee of the Employer.

C-2 The Hospital will recognize a total of fourteen (14) nurse representatives who shall be selected from the full-time and the part-time bargaining units who will assist full-time and part-time nurses in the presentation of grievances.

C-3 Grievance Committee

The Hospital will recognize a Grievance committee of **up** to three (3) nurse representatives (one of whom shall be the Local Association President) to attend grievance meetings as provided hereunder. The Association agrees to advise the Director of Employee Relations at least three (3) days prior to the grievance meeting which committee members will be attending.

C-4 Negotiating Committee

For the purpose of negotiating a renewal to this Agreement and the part-time agreement, the Hospital will recognize a joint negotiating committee of up to four (4) nurses who shall be selected from the part-time and full-time bargaining units, one of whom shall be the local Association President.

C-5 For the purpose of Article 7, a Director of Nursing shall act in the absence of the Immediate Supervisor.

C-6 Association-Hospital Committee

There shall be an Association-Hospital Committee as set out in 6.02 comprised of four (4) representatives of each of the parties. Each party may have alternates to replace members who are unable to attend.

C-7 Association Interview

A representative of the Association, who is employed by the Hospital, will be allowed a reasonable period of time to interview each new employee once during the employee's orientation period. The Hospital shall advise the Local Association President of the names of the new employees to be interviewed and of the time and place of the interview, the duration of which shall take place on the **Hospital** premises in a room designated by the Hospital

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and the employee(s) shall report to this room for the interview at the designated time.

ARTICLE D - SENIORITY

D-1 Seniority Lists

Seniority lists will be filed with the Association as at January 31 and July 31 of each year.

ARTICLE E - LEAVES OF ABSENCE

E-1 Association Leave

Leave of absence for Association business shall be given without pay up to a total of seventy-five (75) days in a calendar year, provided at least two (2) weeks' notice is given to the Hospital and such leave of absence does not interfere with the continuance of efficient operation in the Hospital. The granting of such leave shall not be unreasonably withheld. It is agreed that not more than four (4) nurses shall be absent on such leave at the same time and that not more than two (2) nurses shall be absent on such leave at the same time from any one unit.

E-2 Prepaid Leave Plan

- (1) Subject to paragraph (2), a maximum of five (5) nurses in total from both bargaining units combined shall be absent at any one time under the prepaid leave plan. One of the five (5) nurses may be from the part-time bargaining unit.
- (2) No more than two (2) nurses, irrespective of which bargaining unit they belong to may be absent from any one nursing unit at any one time under the prepaid leave plan.

ARTICLE F - EXTENDED TOURS

F-1 Where the nurses are now working a longer daily tour or where hereafter the Hospital introduces a longer daily tour and a reduction in the number of daily tours in the nursing schedule, the provisions set out in this article governing the regular hours of work in a daily tour shall be adjusted accordingly.

Extended tours may be introduced into any unit of employees when at least seventy percent (70%) of the

employees in the unit approve such introduction by secret ballot vote and the Hospital agrees to implement extended tours. The voting procedure shall be established by agreement of the parties. The Hospital and the Association will meet to discuss the implementation of the extended tours prior to their being put into effect.

Extended tours may be discontinued in any unit of employees when at least seventy percent (70%) of the employees in the unit approve such discontinuance by secret ballot vote and the Hospital agrees to discontinue extended tours. The voting procedure shall be established by agreement of the parties.

The evaluation on effectiveness of extended tours as well as the resolution of any difficulties encountered will be discussed at the Nursing Committee.

The Hospital's agreement to the introduction or discontinuance of extended tours shall not be withheld in an unreasonable or arbitrary manner.

For the purpose of this Article, a unit shall be one of the following:

Ambulatory Care

4N (A)

4N (B)

LCCCU

Renal Dialysis

Emergency Department

Children's Ward

2E

2N (including Day Surgery and PASC)

OR, (including Recovery Room and Cataract Surgery)

ICU

3E and In and Out Patient Psychiatry

F-2 Nurses shall not be required to work more than three (3) consecutive extended tours.

F-3 A nurse will receive premium pay as outlined in the Collective Agreement for all hours worked on the second consecutive and subsequent weekend save and except where:

(a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or

(b) such nurse has requested weekend work; or

- (c) such weekend is worked as the result of an exchange of shift with another nurse.

ARTICLE G - PREMIUM PAYMENT

G-1 A nurse will receive premium pay as outlined in the Collective Agreement for all hours worked on a third and subsequent consecutive weekend save and except where:

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

G-2 The Hospital has no objection to a nurse leaving the Hospital prior to the completion of the last fifteen (15) minutes of her scheduled tour with permission of the Head Nurse or, in her absence, the Director of Nursing provided:

- (1) she had completed her report to her supervisor or to her relief, as the case may be and her relief (if any) is on duty in her place: and
- (2) she had otherwise completed her duties.

ARTICLE H - SCHEDULING OBJECTIVES

H-1 Scheduling Objectives: 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 been and may not always be possible to attain these objectives:

- (1) At least one (1) weekend off in three (3) for nurses working an eight (8) hour rotation and every other weekend off for nurses working a rotation of extended tours. Where a nurse is off for a weekend, **she** will have sixty-four (64) consecutive hours off between the end of her scheduled Friday shift and the start of her next scheduled shift unless the nurse agrees otherwise.
- (2) (i) No less than two (2) consecutive tours shall be scheduled off between tour changes without consent.

- (ii) There shall be a period of at least sixteen (16) consecutive hours off between scheduled tours of duty unless otherwise requested by a nurse in writing.
- (3) Schedules will be posted no less than fourteen (14) days in advance;
- (4) No split shifts.
- (5) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season unless the nurse agrees otherwise. When the five (5) day period occurs at the Christmas season, it shall include the period from 0700 hours December 24 to 0700 hours December 27. When the five (5) day period occurs at the New Year's season, it shall include the period from 0700 hours December 31 to 0700 hours January 2.
- (6) Nurses will not be scheduled to work more than seven (7) consecutive days.
- (7) There shall not be less than forty-eight (48) hours scheduled off after the completion of a tour of night duty.
- (8) A nurse will receive premium pay for all hours worked at the Hospital's request where she has received less than the minimum number of hours off since her last tour as set out above.
- (9) Nurses required to serve on or attend any of the proceedings outlined in Article 11.06 of the full-time or part-time Central Collective Agreement shall have their schedule changed to a day tour for each day on which they are required to attend. The nurses will not be required to work a scheduled weekend in the same week in which they have attended these proceedings if their attendance has equalled or exceeded thirty-seven point five (37.5) hours in the week. Changes to a nurses' schedule to comply with this paragraph shall not give rise to premium pay entitlement.
- (10) Where a nurse has worked her regularly scheduled tour, and is scheduled "on call" for the remainder of the 24 hours and is called in and reports to work, or is required to work additional hours after 2300 hours, then her following tour will be cancelled, if she requests.

The cancelled tour will be considered an unpaid LOA unless the nurse elects to use her accumulated approved overtime hours in order to avoid loss of pay for the cancelled tour.

H-2 Mutual Exchange of Tours

Nurses within a nursing unit may mutually agree to exchange regular days off or tours. The Agreement shall be on the prescribed form (SGH-21) - SGH Mutual Shift Change Form attached, signed by the nurses concerned and submitted to the immediate supervisor of the unit.

H-3 Hours of Work

When the Hospital decides to make a permanent change to the normal scheduled hours of work in a unit, it will advise the Association thirty (30) days prior to implementing the change and will, if the Association requests in a timely fashion, discuss the proposed changes with the Association.

ARTICLE I - VACATIONS

I-1 It is understood and agreed that the Hospital will give every consideration to the nurses' preferences as to the timing of their vacations. In the event of a conflict between nurses, seniority will apply provided a qualified complement of nurses is maintained in the unit.

I-2 It is understood that normally no more than one (I), nurse shall be permitted to be absent from any one unit on vacation at the same time. However, where, in the opinion of the Hospital, circumstances allow, two nurses on a unit may be allowed to take vacation at the same time. Where more nurses on a unit want to take vacation at a particular time than the Hospital will allow, seniority will apply provided that a qualified complement of nurses is maintained in the unit.

I-3 By January 15 of each year, the Hospital shall invite the nurses in each unit to indicate their vacation preferences for the period from June 1 to December 15 of that year. These preferences will be indicated on notices posted in each unit by the Hospital. The notice shall be removed by March 1, and by March 31 the Hospital will post the approved vacation schedules for each unit for the period June 1 to December 15 of that year.

By June 15 of each year, the Hospital shall invite the nurses in each unit to indicate their vacation

preferences for the period from January 15 to May 31 of the following year. These preferences will be indicated on notices posted in each unit by the Hospital. The notices shall be removed by August 1 and by August 31 the Hospital will post the approved vacation schedules for each unit for that period January 15 to May 31 of the following year.

- I-4 Any vacation requested in a manner not in compliance with the above procedure will be considered on an individual basis subject to the operational requirements of the Hospital.
- I-5 Any nurse shall be entitled to use vacation credits prior to the entitlement date up to one-half (1/2) of the entitlement provided that they have completed at least **six** (6) months of full-time continuous service.
- I-6 Vacation year for the purposes of this Article shall be defined as the period between the first day of April in one year to the thirty-first day of March in the following.

ARTICLE J - HOLIDAYS

- J-1 The following twelve (12) days shall be recognized as designated holidays without loss of or deduction from regular earnings:

New Year's Day (January 1)	Labour Day
Good Friday	Easter Monday
Victoria Day	Thanksgiving Day
Canada Day (July 1)	Remembrance Day
Civic Holiday	Christmas Day (December 25)
Boxing Day (December 26)	
The Second Monday in February	

- J-2 The parties hereto recognize that the Hospital must extend daily service to patients and that the Hospital operates on a 24 hour, 7 day basis. It is, therefore, necessary to retain a large portion of the nurses even on holidays.

Where a nurse has been scheduled to work the Christmas holiday of the preceding year, the Hospital will endeavour to grant the Christmas holiday off the following year unless otherwise mutually agreed. In the event of a conflict between the nurses on the unit seniority will apply.

- J-3 In accordance with Article 15.06, a nurse required to work on any of the holidays will receive a lieu day off with holiday pay, such day to be granted within thirty (30) days either before or following the date on which the holiday is observed (unless the nurse and the Hospital agree otherwise) and to be taken on a day to be arranged between the nurse and the Hospital.
- J-4 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour. Likewise a tour that begins or ends during the twenty-four (24) hour period of the above holidays where the minority of hours worked falls within **the** holiday shall be deemed to be work performed on a regular tour for the full period of the tour and no premium shall be paid for any hours worked on such tour.

ARTICLE K - BULLETIN BOARDS

- K-1 The Hospital Will provide a bulletin board in a mutually suitable location for the purpose of posting notices regarding meetings and other matters restricted to Association business. All such notices must be signed by a member of the Association executive.
- K-2 **The** local Association will provide and maintain a Union binder at each nursing station and nursing office. This binder will contain copies of notices posted on the Ontario Nurses' Association bulletin boards pursuant to K-1 and may also contain a copy of the full-time and part-time Collective Agreement.

ARTICLE L - MEAL BREAKS AND REST PERIODS

- L-1 Current practice for rest and meal periods will be continued.

ARTICLE M - OVERTIME. EQUIVALENT TIME OFF

- M-1 When a Registered Nurse, Full Time, has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) and the nurse exercising her option under Article 14.09 chooses equivalent time off in lieu, she shall take such time within two full pay periods following the completion of the overtime worked.



ARTICLE N - UNIFORMS

N-1       Where a nurse's uniform is damaged other than through her carelessness in the regular performance of her duties, the Hospital shall repair or replace the uniform at the Hospital's expense. This paragraph does not apply where the uniform can be restored to a condition acceptable to the Hospital by means of cleaning alone. It is the responsibility of each nurse to maintain at her own expense her uniform in a clean and presentable conditions.

ARTICLE O - MISCELLANEOUSO-1       Beepers

Nurses working in the O.R. or ambulatory care who are required by the Hospital to be on standby pursuant to Article 14.07 shall be provided with a beeper at the Hospital's expense for the time during which they are on standby.

O-2       Shift Premium

For the purposes of Article 14.10/14.09 (other than for nurses on extended tours) an evening tour is one which begins after 1500 hours but before 2300 hours and a night tour is one which begins after 2300 hours but before 0600.

Nurses working extended tours will receive premium for night shift for all hours worked between 2300 and 0700 hours and will receive evening shift premium for all hours worked between 1500 and 2300 hours.

ARTICLE P - MODIFIED WORK

P-1       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 15th of each month.

P-2       The parties agree that the Association's modified work committee representative shall provide input into modified work programs involving nurses return to modified/light duties.

P-3 The Hospital agrees to supply to the Association with a copy of the WCB (Form 7) (Employer's report of the Employee's Accident/Injury Report) within at least seventy-two (72) hours after it has been sent to WCB. If the Association **is** of the opinion that the Form 7 contains errors or omissions it may request a meeting with the Hospital as soon as possible. If as a result of such a meeting the Hospital and the Association agree that the Form 7 contains errors and/or omissions the Hospital will inform the Board of such errors and/or omissions.

#### ARTICLE O - JOB SHARING

The Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central agreement. The following conditions shall apply unless otherwise agreed to by the parties:

1. Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Nursing Unit Manager of the unit.
3. The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement. For scheduling purposes the shared **job** shall be treated as a single position. The job sharers are RPT for all other purposes.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall **only** be required to work the number of paid holidays that a full-time nurse would be required to work.
6. Coverage
  - (a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover

for their partner in the case of prolonged or extended absences.

- (b) Vacation. Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Collective 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.

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.

An incumbent full-time nurse wishing 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 selection will be made on the criteria set out in the Collective Agreement. There will not be more than one job sharing arrangement per unit.

If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position. If she does not continue full-time, the position must be posted according to the Collective Agreement.

Any issue arising out of any **job** sharing arrangement will be brought to a meeting of the Hospital Association committee prior to being grieved.

8. Discontinuation

Either party may discontinue the job-sharing arrangement with sixty (60) 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 R - NURSE ABUSE

- R-1
- (a) The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work.
  - (b) such information shall be submitted in writing to the Association as soon as possible.
  - (c) The Hospital will consider a request for reimbursement for damages incurred to the nurse's personal property. ARTICLE R - MODIFIED WORK

S.G.H. MUTUAL SHIFT CHANGE FORM

I, \_\_\_\_\_, request  
(Name of Employee)

to change shifts with \_\_\_\_\_,  
(Name of Employee)

understanding that no Overtime will result as a  
consequence of this change.

Change requested:

From: \_\_\_\_\_  
Shift Date

To: \_\_\_\_\_  
Shift Date

\_\_\_\_\_  
Date Signature of Employee

\_\_\_\_\_  
Date Signature of Employee

Comments of Department Head:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Signature of Immediate Supervisor

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SARNIA GENERAL HOSPITAL

Nursing Service Department

AUTHORIZATION FOR EQUIVALENT TIME OFF IN LIEU  
OF OVERTIME PAYMENT

O.N.A. Unit I & S.E.I.U. Full Time  
Bargaining Unit Employees

When an employee who is a member of one of the above bargaining units **has** worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays), and elects the option of equivalent time off in lieu of payment for the overtime, the employee **shall** take the equivalent time off within two full pay periods following the completion of the overtime worked.

NAME: \_\_\_\_\_

NURSING UNIT: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_

DATE OVERTIME WORKED:	HOURS/MINUTES WORKED:
_____	_____
_____	_____
_____	_____

**Please** attach approved overtime authorization (JB.560) to support the above.

DATE LIEU TIME OFF TAKEN: \_\_\_\_\_

NUMBER OF HOURS/MINUTES LIEU TIME TAKEN: \_\_\_\_\_

\_\_\_\_\_  
HEAD NURSE OR ASSISTANT DIRECTOR NURSING

DATE

LETTER OF UNDERSTANDING

The parties acknowledge that in accordance with the Employer's right to manage and direct its operations it may be necessary from time to time to reassign nurses to other nursing units within the Hospital.

In the event an overstaffed situation occurs on a particular nursing unit, Nursing Management will reassign the affected Reg. Nurse(s) to another suitable assignment.

The decision is based on the patient care requirements on each nursing unit in conjunction with the skill, knowledge and experience of the affected nurses of both nursing units. If patient requirements are met on each unit, the most junior nurse in the overstaffed unit may be reassigned.

Nurses selected by the Hospital for reassignment may request to take in lieu of reassignment lieu time, a paid holiday, vacation day or L.O.A., if the nurse is so entitled.

Reassignment to another nursing unit shall not be construed to be a change in the nurse's work schedule.

This decision affects only the tour in which overstaffing has occurred.

DATED AT Sarnia, Ontario this 23rd day of August, 1995.

FOR THE HOSPITAL

Barbara Paul  
Barbara Paul

FOR THE ASSOCIATION

Michelle Grosseau  
Michelle Grosseau  
Margaret Steen  
Margaret Steen  
John Shepard  
John Shepard

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APPENDIX 6  
O.N.A. PROFESSIONAL RESPONSIBILITY  
COMPLAINT FORM



**NOTIFICATION OF IMPROPER WORK ASSIGNMENT  
AVIS D'ATTRIBUTION INCORRECTE DE TRAVAIL**

DATE/TIME OF OCCURRENCE DATE/HEURE DE L'INCIDENT _____		DATE TO EMPLOYER DATE DE NOTIFICATION À L'EMPLOYEUR _____	
AGENCY ORGANISME _____		WARD SERVICE _____	SHIFT ÉQUIPE _____
TYPE OF CARE TYPE DE SOINS _____	BED CAPACITY Nbre de LITS _____	PATIENTS (#) Nbre de PATIENTS (#) _____	
STAFFING EFFECTIF PRÉSENT _____	USUAL STAFFING EFFECTIF NORMAL _____		

I/We, the undersigned, believe that I was/we were given an assignment that **was** inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

**Nous**, soussignés, croyons que l'on nous a attribué une tâche qui ne permettait pas de fournir les soins voulus aux patients pour les raisons indiquées. (Joindre une brève description de la tâche et du problème.)

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To correct this problem, I/we recommend: Pour corriger la situation, nous recommandons:

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NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED: NOM/TITRE DU SUPERVISEUR IMMÉDIAT QUI A ÉTÉ AVISÉ:

DATE/TIME OF NOTIFICATION  
DATE/HEURE À LAQUELLE IL A ÉTÉ AVISÉ \_\_\_\_\_

RESPONSE/ACTION  
RÉACTION/INTERVENTION \_\_\_\_\_

Signature of Complainant(s): Signature des plaignant(s):

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I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses' concerns, the association may consider these issues under the professional responsibility clause.

**Nous** croyons que les mesures prises sont insuffisantes pour régler la situation. Nous demandons par conséquent au président de la section locale ou au comité exécutif de porter la question devant le CAO. Si ces démarches n'aboutissent pas, l'association pourrait considérer ces questions **sous** le régime des dispositions liées à la responsabilité professionnelle.

