

SOURCE	ONA		
EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	114		
NOMBRE D'EMPLOYÉS	88		

COLLECTIVE AGREEMENT

BETWEEN :

BELLEVILLE GENERAL HOSPITAL
(hereinafter referred to as "the Hospital")

- and -

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

F.T.

April 1, 1993 - March 31, 1996

SEP 8 1996

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ARTICLE 1 - PURPOSE	1
ARTICLE 2 - DEFINITIONS & GRADUATE NURSES	1
ARTICLE 3 - RELATIONSHIP	2
ARTICLE 4 - NO STRIKE, NO LOCKOUT	2
ARTICLE 5 - ASSOCIATION SECURITY	2
ARTICLE 6 - REPRESENTATION AND COMMITTEES	3
Nurse Representatives & Grievance Committee 6.01	
Hospital-Association Committee 6.02	
Negotiating Committee 6.03 (a)	
Central Negotiating Team 6.03 (b)	
Accident Prevention-Health & safety Committee 6.04	
ARTICLE 7 - GRIEVANCE PROCEDURE	8
ARTICLE 8 - PROFESSIONAL RESPONSIBILITY	11
Professional Responsibility Clause 8.01	
Orientation and In-Service Program 8.02	
Responsibility for Students 8.08	
Technological Change 8.09	
ARTICLE 9 - ACCESS TO FILES	14
ARTICLE 10 - SENIORITY	14
Probationary Period 10.01	
Seniority List 10.02	
Transfer of Seniority 10.03	
Effect of Absence 10.04	
Loss of Seniority/Service 10.05	
Job Posting 10.06	
Layoff & Recall 10.07	
Transfer out of Bargaining Unit 10.09	
No Contracting Out 10.10	
ARTICLE 11 - LEAVES OF ABSENCE	20
Personal Leave 11.01	
Leave for Association Business 11.02	
Leave, Board of Directors 11.03	
Leave, President, O.N.A. 11.04	

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 Belleville, Ontario, this 1st day of March, 1996.

For the Hospital:,,

Selma Koch
D. Semway
J. Mastaglio
M. Williams

For the Association:

CDonal ERD ONA
P. Soucy Pres. local 58
A. King

APPENDIX 1 - GRIEVANCE FORM

MONTHLY FORMS - (416) 563-7300

WRITE CLEARLY - PRESS FIRMLY WITH BALL POINT PEN ON A HARD SURFACE / ÉCRIVEZ LISIÈLEMENT À L'AIDE D'UN STYLO-BILLE ET APPUYEZ FERMEMENT



ONTARIO NURSES ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO



GRIEVANCE REPORT / RAPPORT DE GRIEF

ONA LOCAL SECTION LOCALE DE L'AIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	

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

SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ

SIGNATURE OF GRIEVOR:
SIGNATURE DE LA PLAIGNANTE:

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

STEP ONE PREMIÈRE ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE: DATE:
		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE: M JE
		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

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

STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE: DATE:
		SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

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

ON-10 REV 03/92

DISTRIBUTION 1 BLACK - EMPLOYER 2 BROWN - ONA 3 BLUE - LOCAL ASSOCIATION 4 GREEN - GRIEVOR
DISTRIBUTION 1 NOIR - EMPLOYEUR 2 BRUN - AIO 3 BLEU - ASSOCIATION LOCALE 4 VERT - PLAIGNANTE

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY

ASSESSMENT COMMITTEE - (I)

1. Ms. Marilyn G. Booth
Program Manager
Continuing Education - Nursing
Ryerson Polytechnical Institute
350 Victoria Street
Toronto, ON M5B 2K3
(w) 979-5035
2. Mrs. Patricia Lang
Vice-president, Academic
Georgian College
One Georgian Drive
Barrie, ON L4M 3X9
(w) 705-728-1968 x1260
3. Ms. Louise Lemieux-Charles
Asst. Prof. & Program Director
HMRU, Dept. of Health Admin.
Faculty of Medicine
University of Toronto
Room 201, McMurrich Bldg
12 Queens Park Crescent West
Toronto, ON M4S 1A8
(w) 978-6963
4. Ms. Patricia Mandy
Director of Nursing
Henderson General Division
Hamilton Civic Hospitals
711 Concession Street
Hamilton, ON L8V 1C3
(w) 905-389-4411
5. Mrs. Maxine Pastirik
Teacher/Program Developer
Niagara College of Applied Arts
& Technology
54 Third Street
Welland, ON L3B 4W4
(w) 416-735-2211
6. Ms. Darlene Steven
Associate Professor
School of Nursing
Lakehead University
966 Oliver Road
Thunder Bay, ON P7B 5E1
(w) 807-343-8643
7. Ms. Judy Tiivel
Clinical Nurse Specialist -
Gerontology
Department of Nursing
The Toronto Hospital
Western Division
399 Bathurst Street
Toronto, ON M5T 2S8
8. Ms. Donna Tremblay
Dean, Health Sciences
Sault College of Applied Arts
& Technology
433 Northern Avenue
Sault Ste. Marie, ON P6A 5L3
(w) 705-759-6774

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FULL TIME

APPENDIX 3 - SALARY SCHEDULE

APPENDIX 4 - SUPERIOR PROVISIONS

APPENDIX 5 - APPENDIX OF LOCAL ISSUES

BETWEEN:

BELLEVILLE GENERAL HOSPITAL
(Hereinafter referred to as the "Hospital")

- and -

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

April 1, 1993 - March 31, 1996

INDEX

APPENDIX 3 - SALARY SCHEDULE L-4

APPENDIX 4 - SUPERIOR PROVISIONS L-6
 Educational Increments L-6

APPENDIX 5 APPENDIX OF LOCAL PROVISIONS L-7

ARTICLE A - RECOGNITION AND DEFINITIONS L-7

ARTICLE B - HOSPITAL RIGHTS L-7

ARTICLE C - COMMITTEES AND REPRESENTATIVES L-8
 Nurse Representatives L-8
 Negotiating Committee L-9
 Hospital-Association Committee L-9
 Grievance Committee L-9

ARTICLE D - SCHEDULING REGULATIONS L-10
 Christmas and New Year's Leave L-12

ARTICLE E - VACATION L-15
 Vacation Pay L-15
 Scheduling L-16

ARTICLE F - HOLIDAYS L-16

ARTICLE G - SICK LEAVE L-17

ARTICLE H - MISCELLANEOUS L-17
 Payroll Policies L-18
 Malpractice and Professional Liability Insurance L-18
 Termination Notice L-18

'ARTICLE I - LEAVE OF ABSENCE L-19
 Association Leave L-19
 World Health Organization L-19

ARTICLE J - SENIORITY LISTS L-19

ARTICLE K - PREPAID LEAVE L-19

ARTICLE L - WORKERS' COMPENSATION AND REINSTATEMENT L-20

ARTICLE M - NURSE ABUSE L-20

ARTICLE N - JOB SHARING L-20

 Coverage L-21

 Implementation L-21

 Discontinuation L-22

APPENDIX 3 - SALARY SCHEDULE

BELLEVILLE GENERAL HOSPITAL

	APRIL 1, 1993		JAN. 1, 1994		JAN. 1, 1995		JAN. 1, 1996	
	MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY
<u>Registered Nurse</u>								
Start	2778.75	17.10	2824.25	17.38	2869.75	17.66	2915.25	17.94
After 1 Year	2925.00	18.00	2970.50	18.28	3016.00	18.56	3061.50	18.84
After 2 Years	3046.88	18.75	3092.38	19.03	3137.88	19.31	3183.38	19.59
After 3 Years	3214.25	19.78	3259.75	20.06	3305.25	20.34	3350.75	20.62
After 4 Years	3380.00	20.80	3425.50	21.08	3471.00	21.36	3516.50	21.64
After 5 Years	3547.38	21.83	3592.88	22.11	3638.38	22.39	3683.88	22.67
After 6 Years	3755.38	23.11	3800.88	23.39	3846.38	23.67	3891.88	23.95
After 7 Years	3963.38	24.39	4008.88	24.67	4054.38	24.95	4099.88	25.23
After 8 Years	4171.38	25.67	4216.88	25.95	4262.38	26.23	4307.88	26.51
After 9 Years	4381.00	26.96	4426.50	27.24	4472.00	27.52	4517.50	27.80
<u>Graduate Nurse</u>								
Start	2651.72	16.32	2695.14	16.59	2738.56	16.85	2781.98	17.12
After 1 Year	2789.72	17.17	2833.12	17.43	2876.51	17.70	2919.91	17.97
After 2 Years	2905.79	17.88	2949.18	18.15	2992.58	18.42	3035.97	18.68
After 3 Years	3131.00	19.27	3175.32	19.54	3219.64	19.81	3263.96	20.09
After 4 Years	3260.92	20.07	3304.81	20.34	3348.71	20.61	3392.61	20.88

	APRIL 1, 1993		JAN. 1, 1994		JAN. 1, 1995		JAN. 1, 1996	
	MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY

Assistant Head Nurse

Start	2888.19	17.77	2935.49	18.06	2982.78	18.36	3030.07	18.65
After 1 Year	3048.41	18.76	3095.83	19.05	3143.25	19.34	3190.67	19.63
After 2 Years	3180.06	19.57	3227.55	19.86	3275.04	20.15	3322.53	20.45
After 3 Years	3358.54	20.67	3406.08	20.96	3453.62	21.25	3501.16	21.55
After 4 Years	3537.47	21.77	3585.09	22.06	3632.71	22.36	3680.33	22.65
After 5 Years	3715.21	22.86	3762.86	23.16	3810.52	23.45	3858.17	23.74
After 6 Years	3936.18	24.22	3983.87	24.52	4031.56	24.81	4079.25	25.10
After 7 Years	4159.82	25.60	4207.57	25.89	4255.33	26.19	4303.08	26.48
After 8 Years	4377.97	26.94	4425.72	27.24	4473.47	27.53	4521.23	27.82
After 9 Years	4598.40	28.30	4646.15	28.59	4693.91	28.89	4741.67	29.18

Head Nurse

Start	3021.57	18.59	3071.05	18.90	3120.52	19.20	3170.00	19.51
After 1 Year	3185.57	19.60	3235.12	19.91	3284.67	20.21	3334.23	20.52
After 2 Years	3320.25	20.43	3369.83	20.74	3419.41	21.04	3468.99	21.35
After 3 Years	3503.16	21.56	3552.75	21.86	3602.34	22.17	3651.93	22.47
After 4 Years	3687.57	22.69	3737.21	23.00	3786.85	23.30	3836.49	23.61
After 5 Years	3868.51	23.81	3918.13	24.11	3967.75	24.42	4017.37	24.72
After 6 Years	4095.41	25.20	4145.03	25.51	4194.65	25.81	4244.27	26.12
After 7 Years	4324.66	26.61	4374.31	26.92	4423.95	27.22	4473.60	27.53
After 8 Years	4551.46	28.01	4601.10	28.31	4650.75	28.62	4700.39	28.93
After 9 Years	4780.62	29.42	4830.27	29.72	4879.92	30.03	4929.57	30.34

APPENDIX 4 - SUPERIOR PROVISIONS

1. Notwithstanding the provisions of Article 11, the Hospital is prepared to take into consideration such policies as from time to time may be approved **by** the Executive Director and the Ministry of Health relative to continuing a nurse on salary during the period of her attendance on an approved course.

It is understood that such pay and other allowances will be contingent upon the nurse's successful completion of the course.

2. Educational Increments

Salary increments for additional preparation shall be in addition to the salaries provided in Appendix 1 as attached:

- * (a) Recognized post-graduate course of six months or more
- \$15.00 monthly
- * (b) Course in Nursing Unit Administration (CNA/CHO)
- \$ 15.00 monthly
- * (c) One year university certificate or Diploma
- \$ 40.00 monthly
- (d) Bachelor's degree in nursing - \$ 80.00 monthly
- (e) Master's degree in nursing - \$120.00 monthly

Re *

(a), (b), (c) - applicable when nurses are employed in a capacity directly utilizing preparation. The limitation to (b) and (c) shall not apply to any nurse hired before June 9, 1980, who is presently receiving the increment.

APPENDIX 5 APPENDIX OF LOCAL PROVISIONS

ARTICLE A - RECOGNITION AND DEFINITIONS

- A.1 The Employer recognizes the Association, certified by the Ontario Labour Relations Board by Certificate dated the 19th day of October, 1967, as the bargaining agent of all registered and graduate nurses employed by Belleville General Hospital at Belleville, and Bancroft, Ontario, engaged in a nursing capacity, save and except unit co-ordinators and persons above the rank of unit co-ordinator. This Certificate is to be read, subject to the terms of the endorsement on the record.
- A.2 Nurse - whenever this term is used in this Agreement, it shall mean both registered and graduate nurse, unless indicated otherwise.
- A.3 Supervisor or immediate supervisor, when used in this Agreement, will mean the first level excluded from the bargaining unit.

ARTICLE B - HOSPITAL RIGHTS

- B.1 Subject to the right of any nurse who feels that she has been unjustly treated to lodge a grievance in the manner hereinafter provided, the Association agrees to co-operate with the Hospital to maintain the highest possible standard of service and efficiency, and the Association acknowledges the exclusive rights of the Hospital as follows:
- (a) To direct the operation of the Hospital in the best interest of the patients, the community and the nurses, both within and without the bargaining unit.
 - (b) To formulate policies, rules and regulations which are not inconsistent with the provisions of the Agreement.
 - (c) To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices; to enter into contracts for buildings, repairs, equipment, supplies, materials and services

- (d) To determine where, by whom, in what manner, to what time and under what conditions nurses in the bargaining unit shall perform their duties.
- (e) To determine in the interest of efficient operation and highest standard of service, the hours of work which are not inconsistent with the terms of this Agreement, work assignments, methods of doing the work and the working establishment for any service provided always that reasonable notice shall be given to the nurses or nurse involved in any changes to be made.
- (f) To maintain order and discipline, to hire, promote, transfer, demote, suspend, discharge or otherwise discipline nurses for just cause.
- (g) To instruct and direct nurses in their duties, responsibilities, towards patients, visitors, department heads, supervisors and other Hospital employees who are outside of the bargaining unit.
- (h) To have absolute control of buildings, use of buildings, use of utensils, equipment, machinery, supplies, material, insurance, drugs and medicines, and of clothing, uniforms and all other articles or things belonging to the Hospital.

B.2 These rights shall not be exercised in a manner inconsistent with the provisions of the Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 Nurse Representatives

- (a) The Hospital acknowledges the right of the Association to appoint or otherwise select from its members ten (10) nurses to act as representatives for association business related to that zone of one for each of the following zones:

Number of Representatives

(1) W.C.A. 5	1 representative
(2) W.C.A. 3-4	1 representative
(3) O.R., P.A.C.U., Same Day Surgery/Endoscopy	1 representative
(4) Emergency	1 representative
(5) ICU	1 representative
(6) Quinte 3	1 representative
(7) Quinte 4	1 representative
(8) Quinte 5	1 representative
(9) Quinte 6	1 representative
(10) North Hastings Dist. Hosp.	1 representative
Total	10 representatives

(b) Negotiating Committee

There shall be a Negotiating Committee which shall be composed of not more than five (5) nurses and which may include representation from the part-time bargaining unit and from North Hastings District Hospital. The President of the local Association, or her designate shall be a member of this Committee.

(c) Hospital-Association Committee

(i) There shall be a Hospital-Association Committee comprised of not more than four (4) representatives of the Association and four (4) representatives of the Hospital.

(ii) At North Hastings District Hospital, there shall be a Hospital-Association Committee comprised of two (2) representatives of the Association and two (2) representatives of the Hospital.

(d) Grievance Committee

(i) The Association shall appoint or otherwise select a Grievance Committee of not more than four (4) nurse representatives including the President of the Association or her designate to assist in the presentation of any grievance at Step 3.

(ii) At North Hastings District Hospital, the Association shall appoint or otherwise select a Grievance Committee of two (2) nurses including the nurse representative appointed or selected under C.1(a) above to assist in the preparation of any grievance at Step 3.

(e) It is agreed that the number of Committee members and representatives listed above are not in addition to, but include those listed in Appendix C.1 of the part-time agreement.

C.2 In the event that a nurse representative is transferred from one zone to another such representative shall continue to be recognized by the Hospital, as the nurse representative of the area from which transferred for a period of thirty (30) days or until the Association gives notice in writing of the new appointee, whichever shall occur first.

C.3 The Association will be allowed a reasonable period during orientation to interview newly hired nurses.

ARTICLE D - SCHEDULING REGULATIONS

D.1 (a) Four days off will be scheduled in every two (2) week period. No nurse shall be scheduled to work more than seven (7) consecutive days without two (2) consecutive days off, except by agreement of the nurse. Days off shall be scheduled on the following basis:

1. Two periods of two days off, or
2. One period of three days and one period of one day off, in a two-week schedule. Split days off may be scheduled by mutual consent.

(b) Four week tour schedules and days off will be posted at least two weeks in advance. Requests for specific days off should not be made except for very special reasons. Requests for change in posted time shall not be made except in cases of emergency.

(c) A nurse who normally rotates on all three tours shall not be scheduled to work more than two (2) consecutive weeks

on evening and/or night tour without her written consent or request, and at least an equal number of weeks on day tour shall be scheduled.

- (d) Any mutual agreements made in accordance with this article shall be in writing and dated as to initiation and termination.
- (e) The Hospital will consider a request from a nurse to work evening or night tours on a permanent basis. The Hospital may schedule a nurse up to ten (10) day tours per calendar year in order to complete their annual performance appraisal.
- (f) A period of sixteen (16) continuous hours off shall be scheduled between a change of tour, unless otherwise mutually agreed upon between the nurse and the Unit Director/Nurse Administrator. Split tours will not be scheduled.
- (g) The Hospital may allow an exchange of scheduled tours at the request of two (2) nurses provided that approval is obtained in advance in writing, and no additional cost results from such exchange and satisfactory staffing results.
- (h) The Hospital will endeavour to schedule nurses to rotate two (2) tours of their preference, unless otherwise agreed, subject to the staffing requirements of the individual nursing unit.
- (i) (i) Nurses assigned to standby shall have their standby posted at the time of the posting of the four (4) week tour schedule, and such standby schedules shall be posted two (2) weeks in advance for a four (4) week period. Nurses shall be permitted to exchange their standby assignment, provided that approval is obtained in advance, in writing.

Note: This clause applies to Full time and Part Time at Belleville General Hospital.

Note: This clause applies to Full time only, at North Hastings District Hospital.

- (ii) Standby will not be assigned in a prescheduled vacation period.
 - (j) When a nurse chooses equivalent time off for approved overtime (see Article 14.09), such time off may be taken on a mutually agreed upon basis between the nurse and the Hospital. The Hospital shall revert to payment of the premium rate if the time is not taken within twelve (12) months of the date earned.
 - (k) Payment of the weekend premium under Article 14.15 will be paid to eligible nurses who work in the forty-eight (48) hour period commencing the scheduled shift nearest 2400 hours on Friday and ending the nearest scheduled shift to 2400 hours on Sunday.
- D.2 A nurse shall be granted at least forty-eight (48) hours off following her scheduled night duty. A shorter period of time between changes of tour may be scheduled by mutual consent.
- D.3 Christmas and New Year's Leave

It is understood and agreed that the scheduling requirements of the Agreement may be waived between December 15th to January 15th so that all nurses will receive at least five (5) consecutive days off, at either Christmas or New Year's, except in the areas which normally are not scheduled to work on weekends or paid holidays. The Hospital shall endeavour to schedule the time off at Christmas to include December 24th, 25th and 26th. The time off at New Year's shall include December 31st and January 1st. Schedules other than the above may be arranged by mutual consent. The Hospital will endeavour to post the schedule for this period by December 1st and in any event no later than December 7th.

At North Hastings District Hospital, it is understood and agreed that the scheduling requirements of the Agreement may be waived between December 15th to January 15th so that all nurses will receive at least four (4) consecutive days off and the Hospital will endeavour to give five (5) days off at either Christmas or New Year's, except in the areas which normally are not scheduled to work on weekends or paid holidays. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve and New Year's Day. Schedules other

than the above may be arranged by mutual consent. The Hospital will endeavour to post the schedule for this period by December 1st, and in any event no later than December 7th.

- D.4 There shall be a rest period during each half tour or one combined rest period per tour. The duration of which is set out in Article 13.01 (b) of this agreement.
- D.5 Where circumstances warrant a change in the current starting and stopping times of the normal tours, the Employer will provide the Association with six (6) weeks notice and will discuss any changes with the Association prior to implementation.
- D.6 (a) The Hospital shall grant each nurse every third weekend off. Should a nurse be required to work the third weekend, she shall receive premium payment as defined in this agreement for this weekend and each subsequent weekend until a weekend off is scheduled, save and except where:
1. Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 2. Such nurse has requested weekend work; or
 3. Such weekend is worked as a result of an exchange of shifts with another nurse.
- (b) The Hospital will endeavour to provide two weekends off in four (4) except where it may not be possible due to patient care concerns beyond the hospital's control.
- D.7 A weekend is defined as being 56 consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- D.8 Full time nurses shall not be required to rotate on more than two (2) different shifts in a fourteen (14) day period.
- i) At 'NorthHastings District Hospital, full time nurses will not be required to change tours of duty more than once during a work week, unless by mutual agreement between the nurse and the hospital.

D.9 A nurse who works on her scheduled day off shall be granted a day off without pay in lieu of the day worked, if she so desires. Selection of the lieu day must be made by mutual agreement with the Unit Director/Nurse Administrator or her designate.

D.10 The night tour shall be the first tour of the day.

D.11 (1) Extended tours may be introduced into any unit when:

- i) . seventy percent (70%) of the nurses in the unit so indicate by secret ballot; and
- ii) the Hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.

(2) Extended tours may be discontinued in any unit when:

- i) fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; or
- ii) the Hospital because of
 - (a) adverse effects on patient care,
 - (b) inability to provide a workable staffing schedule,
 - (c) financial constraints or,
 - (d) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention, in writing, to the Association to discontinue the extended tours.

(3) When written notice of discontinuation is given by either party in accordance with paragraph (2) above, then:

- i) the parties shall meet within two (2) weeks **of** the giving of notice to review the request for discontinuation; and

- ii) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (4) There will be an ongoing evaluation of the extended tour in each unit.

It is understood that the implementation of extended tours will be on a trial period for six (6) months. At the completion of the trial period a second vote will be taken in accordance with paragraph 1.

D.12 For the purposes of Article 14.10, the evening shift at Belleville General Hospital will be defined as 1530 hours to 2330 hours and the night shift will be defined as 2330 hours to 0730 hours.

For the purposes of Article 14.10, the evening shift at North Hastings District Hospital will be defined as 1500 hours to 2300 hours and the night shift will be defined as 2300 hours to 0700 hours.

ARTICLE E - VACATION

- E.1 All nurses shall be entitled to vacation based on length of continuous service to June 30th in any year.
- E.2 Vacations may not be accumulated from one vacation year to the next without the approval of the Director of Patient Services/Nurse Administrator.
- E.3 Full vacation entitlement may only be taken prior to June 30th with the express approval of the department head. In such cases, the full vacation pay allowance will be granted, unless specific directions to the contrary are given to the payroll supervisor.
- E.4 Vacation Pay

On receipt of a signed request of the nurse concerned at least four weeks prior to the commencement of vacation, vacation pay shall be computed so that a nurse will receive the amount of money normally earned on a regular work schedule, and shall be

included in a salary cheque issued immediately preceding the commencement of vacation.

E.5 Scheduling

- (a) Prior to leaving on vacation a nurse shall be notified, if possible, of the tour of duty to which she is to report to work following vacation.
- (b) The Hospital will endeavour to schedule the weekend prior to or following a nurse's vacation off, if requested by the nurse.
- (c) The Hospital will post by March 1st, a vacation preference list in each nursing unit/NHDH and each nurse employed in the nursing unit/NHDH should indicate prior to April 1st, her preference(s) for vacation. In the event of conflict, seniority shall govern consistent with the efficient operation of the nursing unit/NHDH. The vacation schedule **will** be confirmed by April 30th and may not be altered unless with the mutual consent of the nurse and the Department Head. Any remaining time for vacation, particularly during the period June 15th to August 31st, shall thereafter be granted on a first come first serve basis consistent with the efficient operation of the nursing unit/NHDH.
- (d) The Hospital will not unreasonably deny vacations.

ARTICLE F - HOLIDAYS

F.1 The following shall be recognized holidays for nurses:

January 1 (New Year's Day)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	November 11 (Remembrance Day)
Third Monday in June	December 25 (Christmas Day)
July 1 (Canada Day)	December 26 (Boxing Day)

F.2 Where a nurse becomes entitled to a lieu day the lieu day shall be scheduled, as agreed to between the Hospital and the nurse, and should the nurse desire an alternate lieu day, the

Hospital will endeavour to accommodate her request, subject to scheduling needs.

- F.3 The Hospital shall endeavour to schedule nurses who are required to work on a paid holiday weekend to work the attached paid holiday. The Hospital shall endeavour to schedule nurses who are not required to work on a paid holiday weekend to have the attached paid holiday off.

ARTICLE G - SICK LEAVE

- G.1 A record of all unused illness allowance will be available to each nurse on January 15th of each year.
- G.2 (a) A nurse must notify the nursing office and her Unit Director/Nurse Administrator or designate at least one and one-half (1-1/2) hours prior to the beginning of her Day Shift and four (4) hours prior to the Evening or Night shift if she is ill or injured such that she cannot report for her scheduled shift.
- (b) Nurses who are off sick on the day tour of duty will endeavour to notify the nursing office of their intention to return to duty no later than 2000 hours on the day prior to their return to duty.
- (c) Nurses who are off sick when on the afternoon tour of duty, will endeavour to notify the nursing office, of their intention to return to duty before 1130 hours.
- (d) Nurses who are off sick when on the night tour of duty, will endeavour to notify the Hospital of their intention to return to duty before 1700 hours.

ARTICLE H - MISCELLANEOUS

- H.1 The Hospital shall provide a bulletin board for use of the Association.
- H.2 The Hospital shall launder uniforms without charge.

H.3 Payroll Policies

The Employer agrees that wages will be paid by deposit every second (2nd) Friday, to nurses credit in any bank or trust company designated by the employee, and will be available for withdrawal therefrom on a regular payday every two (2) weeks, no later than Friday. When the banks or trust companies are closed on a regular pay day, wages will be available for withdrawal on the preceding day on which they are open.

Pay statements shall be available on the Friday of pay week.

H.4 The Hospital will endeavour to provide:

1. Adequate and separate change rooms with shower, wash and toilet facilities.
2. Individual lockers.
3. Adequate lounge facilities.

H.5 Malpractice and Professional Liability Insurance

The Hospital agrees to provide adequate insurance to cover nurses in the event of any legal action brought against a nurse or nurses in the course of employment with the Hospital.

H.6 Termination Notice

A nurse who is terminating her services with the Hospital will be required to give one (1) month's notice **of** her intent to terminate.

H.7 Wearing of nursing caps shall be optional.

H.8 The Hospital shall launder and provide at no cost to the nurses, scrub dresses for all nurses assigned to the Operating Room, Recovery Room, Delivery Room, Newborn Nursery and Emergency.

ARTICLE I - LEAVE OF ABSENCE

I.1 Association Leave

Upon written request, and provided that patient care is not jeopardized, leave of absence for Association business shall be given for up to a combined total of five (5) nurses for not more than a combined total of seventy-five (75) calendar days in a calendar year, for nurses in the Full-time and Part-time bargaining units. It is understood that no more than three (3) nurses from the same nursing unit of the Hospital will be given leave at the same time.

The Association will endeavour to provide a minimum of two (2) weeks' notice. The Hospital will attempt to reply in writing to the Association request within seven (7) calendar days, but not less than ten (10) calendar days following submission of the request.

I.2 World Health Organization

Leave of absence without loss of seniority and without pay, up to three (3) years, may be granted to any nurse who accepts a position with the World Health Organization.

ARTICLE J - SENIORITY LISTS

J.1 Seniority lists for nurses shall be posted by the Hospital on February 1st and August 1st of each year, and two (2) copies shall be sent to the secretary of Local #58 - Ontario Nurses' Association.

ARTICLE K - PREPAID LEAVE

K.1 A total of eight (8) nurses from the full and part-time bargaining units combined shall be permitted to be on prepaid leave at the same time.

ARTICLE L - WORKERS' COMPENSATION AND REINSTATEMENT

- L.1 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 LTD.
- L.2 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.
- L.3 The Hospital, in accordance with present practice, will ensure that a copy of the Workers' Compensation Board Form 7 is sent to the Union within seventy-two (72) hours of the date of an employee injury, unless there are unusual circumstances.

ARTICLE M - NURSE ABUSE

M.1 Nurse Abuse

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. Such information shall be submitted in writing to the Association as soon as possible.

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

ARTICLE N - JOB SHARING

N.1 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:

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 will equal one full time position. The division of these hours on the schedule shall be determined by mutual agreement between two nurses and the Head Nurse of the Unit.
3. The above schedules shall conform with the scheduling provisions of the Full Time Collective Agreement.
4. Each job sharer may exchange shifts with her partners, 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 Collective Agreements:

In the event that one member of the job sharing arrangement goes on any of the 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.

Implementation

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

- 8. **An** incumbent full time nurse wishing to share her position may do so without having her 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.
- 9. If one of the job sharers leaves the arrangement, her position shall 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 for which she was qualified. If she does not continue full time, the position must be posted in accordance with the Collective Agreement.

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.

DATED AT BELLEVILLE, ONTARIO THIS *1st* DAY OF *March* 19*96*.

FOR THE ONTARIO NURSES'
ASSOCIATION

FOR BELLEVILLE GENERAL
HOSPITAL

Carol EROONA

P. Soucy

G. King

Selma Bochar

P. Stenberg

J. M. ...

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