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1993
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FULL-TIME

COLLECTIVE AGREEMENT

Between

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

and

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

EXPIRY: March 31, 1993

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APPENDIX 3

SALARY SCHEDULE

DISCHARGE PLANNING CO-ORDINATOR - FULL-TIME

EFFECTIVE APRIL 1, 1991

	<u>Monthly</u>	<u>Hourly</u>
Start	\$2996.50	\$18.44
1 Year	3159.00	19.44
2 Years	3229.16	19.87
3 Years	3380.62	20.80
4 Years	3520.66	21.67
5 Years	3655.19	22.49
6 Years	3785.23	23.29
7 Years	3916.19	24.10
8 Years	4053.33	24.94
9 Years	4188.46	25.78

EFFECTIVE OCTOBER 1, 1991

Start	\$2996.50	\$18.44
1 Year	3159.00	19.44
2 Years	3229.16	19.87
3 Years	3380.62	20.80
4 Years	3567.03	21.95
5 Years	3701.52	22.78
6 Years	3831.48	23.58
7 Years	4006.77	24.66
8 Years	4190.10	25.79
9 Years	4371.33	26.90

EFFECTIVE APRIL 1, 1992

Start	\$2996.50	\$18.44
1 Year	3159.00	19.44
2 Years	3293.39	20.27
3 Years	3473.29	21.37
4 Years	3657.99	22.51
5 Years	3838.75	23.62
6 Years	4059.16	24.98
7 Years	4280.28	26.34
8 Years	4508.04	27.74
9 Years	4735.32	29.14

APPENDIX 3

SALARY SCHEDULE

HEALTH NURSE - FULL-TIME

<u>EFFECTIVE APRIL 1, 1991</u>	<u>Monthly</u>	<u>Hourly</u>
Start	\$2754.38	\$16.95
1 Year	2903.88	17.87
2 Years	2969.06	18.27
3 Years	3109.56	19.14
4 Years	3238.53	19.93
5 Years	3362.49	20.69
6 Years	3488.07	21.47
7 Years	3613.54	22.24
8 Years	3739.29	23.01
9 Years	3864.98	23.78

EFFECTIVE OCTOBER 1, 1991

Start	\$2754.38	\$16.95
1 Year	2903.88	17.87
2 Years	2969.06	18.27
3 Years	3109.56	19.14
4 Years	3281.18	20.19
5 Years	3405.12	20.95
6 Years	3530.69	21.73
7 Years	3697.15	22.75
8 Years	3865.46	23.79
9 Years	4033.73	24.82

EFFECTIVE APRIL 1, 1992

Start	\$2754.38	\$16.95
1 Year	2903.88	17.87
2 Years	3028.11	18.63
3 Years	3194.80	19.66
4 Years	3364.85	20.71
5 Years	3531.36	21.73
6 Years	3740.50	23.02
7 Years	3949.52	24.30
8 Years	4158.77	25.59
9 Years	4369.61	26.01

APPENDIX 3

SALARY SCHEDULE

REGISTERED NURSE - FULL-TIME

EFFECTIVE APRIL 1, 1991

	<u>Monthly</u>	<u>Hourly</u>
Start	\$2732.17	\$16.81
1 Year	2877.67	17.71
2 Years	2941.67	18.10
3 Years	3083.33	18.97
4 Years	3208.33	19.74
5 Years	3333.33	20.51
6 Years	3458.33	21.28
7 Years	3583.33	22.05
8 Years	3708.33	22.82
9 Years	3833.33	23.59

EFFECTIVE OCTOBER 1, 1991

Start	\$2732.17	\$16.81
1 Year	2877.67	17.71
2 Years	2941.67	18.10
3 Years	3083.33	18.97
4 Years	3250.00	20.00
5 Years	3375.00	20.77
6 Years	3500.00	21.54
7 Years	3666.67	22.56
8 Years	3833.33	23.59
9 Years	4000.00	24.62

EFFECTIVE APRIL 1, 1992

Start	\$2732.17	\$16.81
1 Year	2877.67	17.71
2 Years	3000.00	18.46
3 Years	3166.67	19.49
4 Years	3333.33	20.51
5 Years	3500.00	21.54
6 Years	3708.33	22.82
7 Years	3916.67	24.10
8 Years	4125.00	25.38
9 Years	4333.33	26.67

APPENDIX 3

SALARY SCHEDULE

GRADUATE NURSE - FULL-TIME

EFFECTIVE APRIL 1, 1991

	<u>Monthly</u>	<u>Hourly</u>
Start	\$2655.25	\$16.34
1 Year	2798.25	17.22
2 Years	2862.73	17.62
3 Years	3000.13	18.46
4 Years	3125.68	19.23
5 Years	3247.51	19.98
6 Years	3371.33	20.75
7 Years	3495.38	21.51
8 Years	3618.78	22.27
9 Years	3738.56	23.01

EFFECTIVE OCTOBER 1, 1991

Start	\$2655.25	\$16.34
1 Year	2798.25	17.22
2 Years	2862.73	17.62
3 Years	3000.13	18.46
4 Years	3166.84	19.49
5 Years	3288.67	20.24
6 Years	3412.52	21.00
7 Years	3576.23	22.01
8 Years	3740.89	23.02
9 Years	3901.80	24.01

EFFECTIVE APRIL 1, 1992

Start	\$2655.25	\$16.34
1 Year	2798.25	17.22
2 Years	2919.67	17.97
3 Years	3082.37	18.97
4 Years	3247.60	19.99
5 Years	3410.59	20.99
6 Years	3615.31	22.25
7 Years	3820.35	23.51
8 Years	4024.75	24.77
9 Years	4226.68	26.01

APPENDIX 4

SUPERIOR CONDITIONS

ARTICLE I - DEFINITIONS AND GRADUATE NURSE

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

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

ARTICLE II - ASSOCIATION SECURITY

In reference to the Central Document, Article 5 Note and the obsolete agreement Article 8.01

The Hospital will continue to provide the Association with the names of nurses on unpaid leaves of absence and who have terminated.

ARTICLE III - PREMIUM PAYMENT

In reference to the Central Document, Article 14.01 and the obsolete agreement Article 19.03

When a nurse is required to work on her scheduled day(s) off, she shall be paid at the rate of time and one-half (1-1/2) her basic straight time pay. In addition, her day(s) off shall be rescheduled.

ARTICLE IV - EDUCATION ALLOWANCE

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

Educational Increments

- (a) An additional \$15.00 per month will be paid to a nurse who has obtained a recognized certificate or for successful completion of a recognized course of four (4) or more weeks duration but less than three (3) months recognized by the Ontario Hospital Association or the Registered Nurses' Association of Ontario. To qualify such a course or certificate must be agreed upon by the Hospital and Association.

Not more than one (1) increment of \$15.00 per month will be recognized for any one nurse and only such certificates or courses as are in the Hospital's opinion required with respect to the Nurse's position will be recognized.

- (b) Any nurse in the employ of the Hospital on the date of signing this Agreement who claims to be entitled to an educational increment shall within thirty (30) days submit a request for such increment to the Administrator for his consideration.

APPENDIX 5

TO THE
COLLECTIVE AGREEMENT

BETWEEN:

THE FREEPORT HOSPITAL

AND:

ONTARIO NURSES' ASSOCIATION
FULL-TIME AGREEMENT

ARTICLE A - RECOGNITION

ARTICLE B - MANAGEMENT RIGHTS

ARTICLE C - ASSOCIATION SECURITY (Article 5)

ARTICLE D - REPRESENTATION AND COMMITTEES (Article 6)

ARTICLE E - SENIORITY (Article 10)

ARTICLE F - LEAVE OF ABSENCE (Article 11)

ARTICLE G - HOURS OF WORK (Article 13)

ARTICLE H - PAID HOLIDAYS (Article 15)

ARTICLE I - VACATIONS (Article 16)

ARTICLE J - MISCELLANEOUS (Article 18)

ARTICLE K - RETIREMENT

ARTICLE L - JOB SHARING

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING

APPENDIX 5

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged on a full-time basis in a nursing capacity by The Freeport Hospital, save and except Relief Assistant Managers - Patient Care, supervisors and persons above the rank of Relief Assistant Managers - Patient Care and supervisors.

ARTICLE B - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency:
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be subject of a grievance and dealt with as hereinafter provided:
- (c) determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service:
- (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing to determine the number of personnel required, methods, procedures, and equipment in connection therewith:
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of the Agreement.

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

B-3 Notwithstanding anything in this Agreement, if a bona fide emergency which was unforeseen by the Hospital exists which affects the minimum care of the patients, a nurse may be requested by the Director of Nursing or her delegate and by mutual consent agree to work or report for work for as long as the emergency exists.

ARTICLE C - ASSOCIATION SECURITY

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

ARTICLE D - REPRESENTATION AND COMMITTEES

D-1 In reference to Article 6.01 (a), there shall be nine (9) Nurse Representatives.

D-2 In reference to Article 6.01(b), there shall be a Grievance Committee composed of three (3) Association members.

D-3 In reference to Article 6.02 (a), the Association and the Hospital shall each appoint up to three (3) persons to the Hospital-Association Committee.

The Hospital and the Association may add to this committee as required to deal with specific situations as they arise to a maximum of four (4).

D-4 In reference to Article 6.03, the Negotiating Committee shall be composed of three (3) Association members.

D-5 All correspondence from the Hospital to the Association shall be sent to the President of the Local.

ARTICLE E - SENIORITY

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

ARTICLE F - LEAVE OF ABSENCE

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

ARTICLE G - HOURS OF WORK

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

SCHEDULING REGULATIONS

In reference to Article 13.01(c);

- (a) Scheduling may provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days may be split. Split tours will not be scheduled and paid holidays or days in lieu thereof shall not be used to change tours. A shorter period of time between changes of tour may be scheduled by mutual consent.
- (b) Nurses will have a period of forty-eight (48) consecutive hours off following the completion of a night tour.

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

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

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

- (c) The Hospital will endeavour to schedule nurses for every second weekend off. However, a nurse will receive as per Article 14.03, premium payment for all hours worked on a third consecutive and subsequent weekend, save and except where:
- (i) such weekend has been worked by the nurse to satisfy specific days off required by such nurse: or
- (ii) such weekend is worked as a result of an exchange of tours with another nurse: or
- (iii) such nurse has requested weekend work.

A weekend shall be defined as fifty-six (56) consecutive hours off work during the period following the completion of the Friday day tour until the commencement of the Monday day tour except as modified by Article G-2 (e).

- (d) The Hospital will endeavour to schedule tours as evenly as possible.
- (e) Where a nurse who works the permanent night tour is scheduled off on a weekend, her weekend will commence at 0715 hours on the Friday.
- (f) These scheduling regulations may be waived between December 15th to January 10th. The Hospital will endeavour to give six (6) consecutive days off either at Christmas or New Year's. Time off at Christmas shall include December 24, 25 and 26 and time off at New Year's shall include December 31 and January 1. Requests for preferred periods off must be submitted by the nurse to the Hospital by November 1st of each year.

G-3 All work performed as a result of any violation of a scheduling regulation will result in premium payment as determined by Article 14.03.

G-4 The Hospital-Association Committee shall meet during the course of this Agreement to discuss the scheduling.

G-5 In reference to Article 14.09, lieu time off for overtime will be taken at a mutually agreeable time.

G-6 In reference to Article 14.12, tours scheduled and days off will be posted at least four (4) weeks in advance. Requests for change in posted time schedules must be submitted in writing seventy-two (72) hours in advance, except for extenuating circumstances, and co-signed by a nurse willing to exchange days off or tour within the same pay period and only on the same nursing unit. All changes must be mutually agreed between the nurses and the Hospital. It is understood that exchanges can occur between Full-Time and Part-Time nurses. The Unit Manager will confirm such exchanges in writing within forty-eight (48) hours.

G-7 Shift Premium

In reference to Article 14.10, an evening shift shall be all hours worked between 1500 and 2300 hours, and a night shift shall be all hours worked between 2300 and 0700 hours.

G-8 Weekend Premium

In reference to Article 14.15, weekend premium will be paid for each hour worked between 2300 hours Friday and 2300 hours Sunday.

ARTICLE H - PAID HOLIDAYS

d-1 In reference to Article 15.01, the twelve (12) Paid Holidays are as follows:

New Year% Day	Civic Day
Second Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Second Sunday in June	Christmas Day
Canada Day - July 1	Boxing Day

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

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

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

H-4 In reference to Article 15.04, a lieu day off shall be scheduled within thirty (30) days prior to or succeeding such paid holiday at a time mutually agreed upon and/or the nurse may bank up to five (5) lieu days to be used for personal emergencies between January 2nd and December 15th of each year. Christmas Day, Boxing Day and New Years Day may not be banked.

In order to use the above options the nurse must:

- (a) Request the lieu day for a specific time or give notice to bank the lieu day two (2) weeks prior to the posting of the schedule:
- (b) If no request is received under (a), the Hospital may schedule the lieu day.

ARTICLE I - VACATIONS

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

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

(b) Vacation may be requested prior to June 30th in any year, but must not exceed earned vacation to that date taken.

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

I-4 Estimated vacation pay shall be paid to a nurse prior to vacation provided a written request is submitted to the payroll department four (4) weeks in advance of anticipated departure.

ARTICLE J - MISCELLANEOUS

J-1 Bulletin Boards - The Hospital shall provide bulletin boards for the use of the Association.

J-2 When a change or error in a paycheque occurs, the Hospital will endeavour to indicate to the Nurse in writing at the time of the change or error.

J-3 In reference to Article 11.11 (c) Prepaid Leave Plan, it is agreed that a total of six (6) nurses (full-time and/or part-time) may be allowed absent at any one time.

J-4 In reference to Article 16.05 (b), the Hospital agrees to examine a documented serious illness or injury not requiring hospitalization to determine if it is to be deemed sick time. If required, the parties may meet to discuss the issue, however, the final decision rests with the Hospital and shall not be subject to the grievance procedure in Article 7.

J-5 A nurse who is assaulted or injured in the line of work will be reimbursed for the cost of any personal property damaged during such as noted in the June 1991 dress code policy.

J-6 (a) The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on LTD by the 30th of each month.

- (b) Prior to any nurse returning to work on a Modified Work Program, the Hospital will notify and meet with the nurse and the Association's Modified Work Sub-Committee member or alternate, to discuss the circumstances surrounding the nurse's return.
- (c) The Hospital agrees to provide the Association with a copy of the Workers' Compensation Board's Form #7 (Employer% Report of Accidental Injury or Industrial Disease) at the same time it is sent to the Board.

ARTICLE K - RETIREMENT

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

ARTICLE L - JOB SHARING

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

- L-1 All such positions shall be considered Full-Time.
- L-2 Job sharers shall be treated as regular Part-Time employees for all purposes, with the exception of Article "G" of Part-Time, Appendix 5.
- L-3 The total number of employees allowed to job share will be up to a maximum of ten (10) positions. If expansion of the maximum number of job-shared positions is desired by either party, such will be done so by mutual agreement of the parties. Individuals who are presently working full-time and wish to make application to job share shall do so to the Director of Nursing. The applicant's portion of the position will not be posted but the remainder of the original position shall be posted as per the Central Part-Time Collective Agreement.
- L-4 If more nurses in an area make application to job share in that area than is acceptable to the Director of Nursing, the decision of which jobs is (are) to be shared shall be based on seniority.

- L-5 The selection process for applicants to the posted position shall be in accordance with the Central Part-Time Collective Agreement.
- L-6 If one of the job sharers terminates their position or transfers to a different position, the posting of such vacancy will be as per the Central Part-Time Collective Agreement.
- If a full-time position which is job shared reverts to a non-shared full-time position, then the job sharing nurse, if she wishes a full-time position, must make application for that full-time position as per the Central Full-Time Collective Agreement unless she was the incumbent of that original full-time position and it shall not be posted.
- L-7 Posted schedules for job-sharing will be identical to the rotation for the full-time nurses they replace.
- L-8 Job sharers will have the option of determining between themselves which portion of the rotation they will work; however, this determination must be made before the schedule is posted and must include two (2) shift rotations for each job share employee. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must be arranged as per the Collective Agreement.
- L-9 The job sharers shall have the option of exchanging shifts with other full-time or part-time nurses in accordance with the Collective Agreement.
- L-10 A job sharer's vacant hours or work resulting from vacation, leaves of absence or sick leave will be offered to the job sharing partner. If the partner is unable to be contacted or cannot work the vacant hours, the Hospital will schedule such hours in accordance with Hospital policy and the terms of the Part-Time Collective Agreement.
- L-11 The parties may terminate the job sharing program on giving eight (8) weeks notice to the other, in writing, of their desire to terminate. A meeting will be held within two (2) weeks of notice to discuss reasons and implementation.

Dated at _____ Ontario, this day of _____, 1992

For the Hospital:

For the Association:

LETTER OF UNDERSTANDING

between

FREEPORT HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

Re: Scheduling

It is agreed by the parties that in September of 1992 the parties will meet to review Self-Scheduling progress to date, any further implementation of self-scheduling and review the Association's proposal G-4 (as set out below) for areas not opting self-scheduling.

Association Proposal G-4

Changes to master schedules shall be done by a joint Hospital-Association sub-committee in order to provide options to the staff affected who will then choose the preferred schedule by a majority.

Dated at _____ Ontario, this day of _____, 1992

For the Hospital:

For the Association:

LETTER OF UNDERSTANDING

between

FREEPORT HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

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

Dated at _____ Ontario, this day of _____, 1992

For the Hospital:

For the Association:

LETTER OF UNDERSTANDING

between

FREEPORT HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

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

Dated at _____ Ontario, this ____ day of _____, 1992

For the Hospital:

For the Association:

