

SOURCE	O N A.		
Wages EFF.	91	04	01
TERM.	93	03	31
No. OF EMPLOYEES	170		
NOMBRE D'EMPLOYÉS	80		

COLLECTIVE AGREEMENT

between

HUMBER MEMORIAL HOSPITAL ASSOCIATION  
(hereinafter called the "Hospital")

and

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

EXPIRY: March 31, 1993

JUL 30 1993

0592305

LOCAL  
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## 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.  
**Warton**, Ontario
4. Dr. Josephine **Flaherty**  
Principal Nursing Officer  
**Health** and Welfare Canada  
Ottawa, Ontario
5. Ms. Gwen **Hefferman**  
Director of Nursing Education  
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 Serv. 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

APPENDIX >SALARY SCHEDULERegistered Nurse

	<u>April 1, 1991</u>		<u>October 1, 1991</u>		<u>April 1, 1992</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2732.17	16.81	2732.17	16.81	2732.17	16.81
After 1 year	2877.67	17.71	2877.67	17.71	2877.67	17.71
After 2 years	2941.67	18.10	2941.67	18.10	3000.00	18.46
After 3 years	3083.33	18.97	3083.33	18.97	3166.67	19.49
After 4 years	3208.33	19.74	3250.00	20.00	3333.33	20.51
After 5 years	3333.33	20.51	3375.00	20.77	3500.00	21.54
After 6 years	3458.33	21.28	3500.00	21.54	3708.33	22.82
After 7 years	3583.33	22.05	3666.67	22.56	3916.67	24.10
After 8 years	3708.33	22.82	3833.33	23.59	4125.00	25.38
After 9 years	3833.33	23.59	4000.00	24.62	4333.33	26.67

Assistant Head Nurse

Start	2775.50	17.08	2775.50	17.08	2775.50	17.08
After 1 year	2986.75	18.38	2986.75	18.38	2986.75	18.38
After 2 years	3056.63	18.81	3056.63	18.81	3116.54	19.18
After 3 years	3203.84	19.72	3203.84	19.72	3291.67	20.26
After 4 years	3337.70	20.54	3381.66	20.81	3467.90	21.34
After 5 years	3470.51	21.36	3514.51	21.63	3644.80	22.43
After 6 years	3597.74	22.14	3641.69	22.41	3858.10	23.74
After 7 years	3724.59	22.92	2810.73	23.45	4070.86	25.05
After 8 years	3854.32	23.72	3984.37	24.52	4286.70	26.38
After 9 years	3983.96	24.52	4157.91	25.59	4504.12	27.72

Graduate Nurse

Start	2541.50	15.64	2541.50	15.64	2541.50	15.64
After 1 year	2730.00	16.80	2730.00	16.80	2730.00	16.80
After 2 years	2790.75	17.17	2790.75	17.17	2846.26	17.52
After 3 years	2926.05	18.01	2926.05	18.01	3006.26	18.50
After 4 years	3045.31	18.74	3085.42	18.99	3164.10	19.47
After 5 years	3169.11	19.50	3209.28	19.75	3328.26	20.48
After 6 years	3265.20	20.09	3305.10	20.34	3501.50	21.55
After 7 years	3355.71	20.65	3433.33	21.13	3667.69	22.57

APPENDIX 4

S U P P L E M E N T A R Y P R O V I S I O N S

HUMBER MEMORIAL HOSPITAL

P R O V I S I O N S

From the previous Collective Agreement respecting Refund of Earned Sick Leave Credits.

**15.07** An employee who leaves the employ of the Hospital for any reason after five (5) years of continuous employment but less than ten (10) years of continuous employment shall be entitled to a refund of twenty-five percent (25%) accumulated sick leave credits up to a maximum of thirty-six (36) days.

An employee who leaves the employ of the Hospital for any reason after ten (10) years of continuous employment, shall be entitled to a refund of fifty percent (50%) of accumulated sick leave credits, up to a maximum of forty-five (45) days.

APPENDIX 5APPENDIX OF LOCAL ISSUESARTICLE A - RECOGNITION

- A.01** The Employer **recognizes** the Association as the exclusive bargaining agent of all Registered and Graduate Nurse; employed by the Hospital in a nursing capacity, save and except Head Nurses, persons above the rank of Head Nurse and persons regularly employed for **not more than** twenty-four (24) hours per week.

ARTICLE B ---RESERVATION & CONTINUATION OF MANAGEMENT FUNCTIONS

- B.01** The Association **recognizes** that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital, and shall remain solely with the Hospital except as specifically limited by the provisions of the Agreement. Without restricting the generality of the foregoing, the Association acknowledges; that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, direct, classify, transfer, retire, promote, demote, assign nurses to shifts, recall, assign nurses to areas, layoff, discharge, suspend and discipline nurses for just cause, provided that a claim that a nurse has been unjustly discharged, suspended or disciplined, **may** be the subject of a grievance and dealt with in accordance with the grievance procedure;
  - (c) establish and enforce reasonable rules and regulations to be observed by nurses;
  - (d) generally to manage and operate the Hospital in all respects, in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to **time**, the standards of performance for all employees and all other matters concerning the Hospital's operation, not otherwise specifically dealt with elsewhere in this Agreement.

- (e) the above mentioned areas will not be dealt with in an unreasonable manner, nor inconsistent with the provisions of this Agreement.

ARTICLE --G!DEFINITIONS

C.01 Supervisor - "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE D - SENIORITY LIST

D.01 A copy of the seniority list will be filed with the Association upon request.

ARTICLE E - REPRESENTATION

E.01 The Association will appoint, and the Hospital will recognize representatives from nine (9) different areas of the Hospital, for the purpose of assisting employees in the presentation of grievances. Three (3) of the nine (9) representatives acting together shall form a Grievance Committee. The Association will notify the Director of Personnel in writing of the names of the representatives and the names of those representatives comprising the Grievance Committee.

E.02 There shall be a Grievance Committee of three (3) nurses employed by the Hospital and selected by the Local Association.

E.03 There shall be nine (9) nurse representatives from the following designated areas:

- Emergency, Admitting & Radiology -1
- I.C.U. -1
- Paeds and 2BWest -1
- Medicine (T600 & T500) -1
- Surgery (T400 & T 300) -1
- OBS and A3 -1
- I.V. and Outpatients -1
- Operating Room -1
- Psychiatry -1

E.04 The Association interview will take place during the orientation period, at a specified time and location. A list indicating the name, status and department of the

newly hired bargaining unit nurses will be provided to the Association as soon as possible.

ARTICLE F - HOSPITAL-ASSOCIATION COMMITTEE

**F.01** This Committee shall be composed of five (5) representatives from each party or such other number as may be agreed to. Each party may have alternates to replace a member from time to time.

ARTICLE G - HOURS OF WORK & SCHEDULING

**G.01** There shall be an unpaid meal period of one-half (1/2) hour's duration; and a rest period of fifteen (15) minutes duration scheduled during each half (1/2) tour period. In the case of twelve (12) hour shifts, an additional rest period of fifteen (15) minutes will be granted.

**G.02** **Where** a nurse chooses compensating time off for overtime worked, the scheduling of such compensating time off should be within thirty-five (35) days at a time mutually agreed between the nurse and the Immediate Supervisor,

**G.03** (a) The Hospital shall ensure that each nurse is scheduled at least two (2) weekends off in four (4) for nurses working on a normal, daily tour and at least every second (2nd) weekend off for nurses working on extended tours. The Hospital will endeavour to provide nurses working daily tours with every other weekend off. The weekend shall be defined as a fifty-six (56) hour period following the completion of the Friday day shift until the commencement of the Monday day shift.

(b) A nurse will receive premium payment as defined in Article 14.03 for all hours worked on a third (3rd) consecutive and subsequent 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 a result of an exchange of shifts with another nurse.



- G.04
- (a) Nurses will not be scheduled to work more than seven (7) consecutive days.
  - (b) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled tour and the starting time of the next scheduled tour when changing shifts.
  - (c) The regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.
  - (d) A nurse will be scheduled off work for not less than four (4) consecutive days or five (5) consecutive days where possible, at either the Christmas or New Year's season, except in cases where all holidays may be given as they fall. The normal scheduling conditions shall be waived to accommodate the special arrangement between December 15th to January 15th.
  - (e) Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. Such requests shall not be unreasonably denied.
  - (f) Scheduling arrangements in lieu of the above may be made upon the agreement in writing of a nurse or group of nurses and the Employer.
  - (g) Schedules shall be posted at least two (2) weeks in advance and shall cover at least six (6) weeks of projected time. Advance requests for specific days off shall be submitted to the Head Nurse at least two (2) weeks in advance of the posting date,
  - (h) Prior to making any changes in the posted time schedule, the Hospital agrees to discuss such change(s) with the nurse(s) involved.
  - (i) The Hospital will endeavour to schedule nurses working eight (8) hour tours to work either days and evenings or days and nights.
  - (j) Where mutual benefits are to be gained for the nurse and the Hospital, the Hospital will consider a request by a nurse for permanent afternoon or

night arrangement. It is understood that any such arrangements will annually require a minimum of four (4) weeks day shift.

In scheduling this period eight (8) weeks' notice shall be provided to the nurse with due consideration being given to the nurse's preferred choice of timing.

Either the nurse or the Hospital may, with good reason, discontinue the permanent shift arrangement.

#### **G.05**      Extended Tour Scheduling

Introduction and discontinuation of a compressed work week (extended tour).

- (a) A compressed work week shall be introduced into any unit when:
  - i) eighty (80%) percent of the nurses in the unit so indicate by secret ballot; and
  - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably, arbitrary manner.
- (b) A compressed work week may be discontinued in any unit when:
  - i) fifty (50%) percent 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,

states its intention to discontinue the compressed work week in the schedule.

- (c) When notice of discontinuation is given by either party in accordance with **G.05 (b)** (above), then

- i) the parties shall meet within two (2) weeks of the giving of notice to review the requests for discontinuation; and
  - ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (d) Nurses on the compressed work week (extended tour) arrangement shall be entitled to forty-five (45) minutes of unpaid meal period.
  - (e) Nurses working the compressed work week shall receive every second (2nd) weekend off unless otherwise agreed to between the nurse and the Hospital.
  - (f) Nurses working extended tours will not be scheduled to work more than four (4) consecutive tours (i.e., four (4) extended tours or a combination of extended tours and regular tours.)
  - (g) The Hospital shall ensure that each nurse is scheduled off duty at least every second (2nd) weekend. The weekend shall be defined as a fifty-six (56) hour period following the completion of the Friday day shift until the commencement of the Monday day shift.

The Hospital will schedule the nurses to receive every second weekend off where the nurses agree to work extended tours on the weekends worked.

**G.06** Weekend Premium

The premium provided for in Article 14.15 ~~(14.14 P/T)~~ shall be paid for each hour worked between 2330 hours Friday and 2330 hours Sunday. JH

- G.07** A nurse will be paid premium payment for the eighth (8th) and subsequent consecutive days worked until a day off is scheduled.

ARTICLE H EARNED BENEFITS

- H.01** The nurse shall give the following minimum notice to the Department/Unit Manager that they will not be reporting for duty by reason of sickness.

0700 hours - one and one-half (1½) hour  
 0730 hours - one and one-half (1½) hour  
 0900 hours - two (2) hours  
 1000 hours - two (2) hours  
 1100 hours - two (2) hours  
 1530 hours - three (3) hours  
 1930 hours - four (4) hours  
 2330 hours - three (3) hours

**H.02** A nurse shall advise the Hospital of the approximate length of time required for time off work due to illness and/or disability, and will also notify the Hospital of her expected date of return to duty. Any change in the expected dates of return will similarly be notified.

**H.03** Modified Work

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

(b) When it has been medically determined that an employee is unable to **return to** the full duties of her position due to a disability, the Hospital will notify and meet with the staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

(c) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE I - VACATIONS

**I.01** For the purpose of calculating vacations and eligibility, the fiscal year shall be from June **1st** of any year to May **31st** of the following year.

**I.02** (a) Nurses may take vacation from June **1st** to May **31st**. Only with prior written approval of the Head Nurse can a vacation be taken between December **15th** and January **15th**.

(b) Vacations shall be scheduled by the **Employer** in a manner which **recognizes** seniority in each department and/or unit. In cases of conflict, hospital seniority will govern.

- (c) Listings of vacation entitlement will be posted in each department and/or unit by February 15th.
- (d) Prime vacation period shall be considered June 15th to September 15th.
- (e) Nurses with a three (3) week or four (4) week vacation entitlement may elect to request:
  - i) total vacation entitlement at any one time prior to June 15th and subsequent to September 15th;
  - ii) three (3) weeks vacation only between the date of June 15th and September 15th.
  - iii) one (1) week of vacation may be taken in single days provided that the request is submitted to the Head Nurse for approval, prior to the posting of the time schedule, wherever possible.
- (f) Nurses may request their vacation in conjunction with statutory holidays if they so desire. For the period June 15th to September 15th, such requests will be limited to one statutory holiday only. Such requests shall not be unreasonably denied.
- (g) Nurses may elect to request vacation entitlement in single weeks or consecutively, subject to the requirements of I.02(f)
- (h) Vacation requests for the entire vacation year must be indicated by March 15, and vacation schedules shall be posted in each department and/or unit by May 1st and shall not be changed unless mutually agreed upon by the Employer and the nurse.
- (i) If requested by the nurse the Hospital shall schedule the weekend prior to and endeavour to schedule the weekend following a nurse's vacation as a weekend off.
- (j) Separate vacation quotas will be provided for Bargaining Unit nurses.

## I.03

Vacation pay will be paid to each nurse on the pay date immediately preceding her vacation, providing she has completed the necessary request form at least two (2) weeks in advance.

ARTICLE-J - LEAVE OF ABSENCE

J.01 Leave of absence for Association business will be granted pursuant to the following conditions:

- . (1) provided that a written request is **made to** the Director of Personnel two (2) weeks in advance.
- (2) that not more than two (2) nurses from the same department or unit shall be absent on such leave at the same **time**.
- (3) such leave shall not exceed the aggregate maximum of sixty (60) days during any calendar year for all nurses.

J.02 In accordance with Article 11.11 of the Central Agreement, Prepaid Leave will be granted to a maximum of (10) nurses at any one time with no more than one(1) nurse off from any area at any one time.

ARTICLE K - BULLETIN BOARD

K.01 The Hospital will provide three (3) lockable glass bulletin boards for the purpose of posting notices regarding meetings and other Association matters. All such notices **must** be signed by a member of the Association Executive and a copy provided to the Director of Personnel. The Hospital will provide the Local Association with a key.

Notices of Union **meetings** may be posted on department bulletin boards provided they are posted no earlier than five (5) days prior to the date of the meeting and removed no later than the day after the meeting.

ARTICLE L - PAID HOLIDAYS

L.01 The following paid holidays will be **recognized:**

- |                        |                      |
|------------------------|----------------------|
| New Year's Day         | <b>Labour Day</b>    |
| 2nd Monday in February | Thanksgiving Day     |
| Good Friday            | Christmas <b>Day</b> |
| Easter Monday          | Boxing Day           |

Victoria Day  
 Canada Day (July 1)  
 Civic Holiday'

Nurse's Birthday

- L.02** If a nurse works on one of the above holidays or one of the above holidays occurs on a nurse's regular day off, or during her vacation period, the nurse will **receive** an additional day off in lieu thereof at a time mutually agreed to by the nurse and the Hospital. The lieu day shall not be scheduled as a single day off unless requested by the nurse.
- L.03** When a nurse is scheduled to work the Saturday and Sunday in conjunction with a paid holiday which falls on the Friday or the Monday, the Hospital will endeavour to schedule her to work on the paid holiday, and conversely, if a nurse is scheduled to be off on the Saturday and Sunday, the Hospital will endeavour to schedule her **off** on the paid holiday. If the latter is not possible, or the nurse agrees otherwise, a lieu day shall be scheduled at a **time** mutually agreed to by the nurse and the Hospital.
- L.04** Where a nurse is entitled to a lieu day under Articles **15.04** or **15.05** of the Central Agreement, such lieu day must be taken within thirty (**30**) days before or after the holiday, with mutual agreement between the nurse and her immediate supervisor.

ARTICLE M - MISCELLANEOUS

- M.01** Where nurses are taking continuing education courses applicable to work, the Hospital will make every reasonable effort to modify the nurse's work schedule to accommodate the courses.
- M.02** A substitute uniform will be made readily available to nurses in case of accident (i.e. blood stains, **emesis**, etc.).
- M.03** The Hospital will commence a direct deposit banking payroll system no later than December **1, 1992** in the event that a majority of employees in all bargaining units at the Hospital support such a system. On each pay **day**, each nurse will be provided with an **itemized** statement of her wage, hours and deductions.
- M.04** Any regular earnings omitted on a pay cheque in excess of one (**1**) hour's pay, which is not caused by the nurse's

error, shall be paid to the nurse within **three (3)** working days from the **time** of issuance.

**M.05**

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,

Dated at Weston Ontario, this 13<sup>th</sup> day of May, 1993

FOR THE EMPLOYER

\_\_\_\_\_  
Franca Hoda  
\_\_\_\_\_  
Dr. Ingell  
\_\_\_\_\_  
K. O'Neil

FOR THE ASSOCIATION

\_\_\_\_\_  
Shirley Jones R.N.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
M. Handley R.N.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Esther Handley ERO



LETTER OF UNDERSTANDING

between

HUMBER MEMORIAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

This letter of understanding will be attached to and form part of the collective agreement.

Master Rotations

The parties agree that a scheduling committee will be established consisting of at least three (3) representatives of the Association and three (3) representatives of the Hospital. The purpose of this committee will be to consider scheduling on a unit by unit basis. Prior to the implementation or modification of master rotations, the nurses on the affected units will be consulted, The committee will meet no later than December 1, 1992.

Dated at Wheaton h i s Ontario 13th d a y o f May, 1993

FOR THE EMPLOYER

FOR THE ASSOCIATION

\_\_\_\_\_  
Marcia Hoda  
\_\_\_\_\_  
Dr. Inyell  
\_\_\_\_\_  
L. Q. Insp

\_\_\_\_\_  
Shirley James R.N.  
\_\_\_\_\_  
Blanca  
\_\_\_\_\_  
Mrs. V. Rodolago R.N.  
\_\_\_\_\_  
Stacy R.N.  
\_\_\_\_\_  
Esther Handet ERO

LETTER OF UNDERSTANDING

between

HUMBER MEMORIAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

This letter of understanding is attached to and forms part of the collective agreement.

Re: Parking

The Hospital will continue its policy of paid parking which currently is on the basis of the following rates:

Seven Dollars and Fifty Cents (\$7.50) every two (2) weeks or Fifteen Dollars (\$15.00) per month.

Prior to any changes in these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the **Association-Hospital** Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

Dated at Weston, Ontario this 13th day of May 1993.

FOR THE HOSPITAL

\_\_\_\_\_  
\_\_\_\_\_  
Tranica Hoda  
\_\_\_\_\_  
Dr. Inyall  
\_\_\_\_\_  
RNSJ

FOR THE ASSOCIATION

Shirley James RN  
\_\_\_\_\_  
Alison  
\_\_\_\_\_  
M. B. Wenzel RN  
\_\_\_\_\_  
SAquid  
\_\_\_\_\_  
Esther Hendel ERO