

FULL-TIME

COLLECTIVE AGREEMENT

SOURCE	ONWA		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	20		
NOMBRE D'EMPLOYÉS	20		

Between:

ALEXANDRA MARINE AND GENERAL HOSPITAL  
(hereinafter referred to as "the Hospital")

And:

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

EXPIRY: March 31, 1998

ALEXA01.F98

05959(06)

Signed at London, Ontario this 17<sup>th</sup> day of June, 1998.

FOR THE HOSPITAL

[Signature]

[Signature]

Rose Marie Forbes

\_\_\_\_\_

FOR THE ASSOCIATION

Donna Alexander  
Employment Relations Officer

Louise Glen

Kathie Kelly

[Signature]

Paul Guel

APPENDIX 1 - Grievance Form to be inserted here.

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY

ASSESSMENT COMMITTEE - CHAIRPERSONS

1. **Lynne Taylor**  
Vice President  
Patient Services  
Queensway-Carleton Hospital  
Ottawa
2. **Mrs. Patricia Lang**  
Vice-President, Academic  
Georgian College  
Barrie
3. **Ms. Louise Lemieux-Charles**  
Asst. Prof. & Program Director  
HMRU, Dept. of Health Admin.  
Faculty of Medicine  
University of Toronto  
Toronto
4. **Ms. Patricia Mandy**  
Vice President, Community Health  
Hamilton Health Sciences Centre  
Hamilton
5. **Mrs. Maxine Pastirik**  
Niagara College of Applied Arts  
& Technology  
Welland
6. **Ms. Darlene Steven**  
Associate Professor  
School of Nursing  
Lakehead University  
Thunder Bay
7. **Pat Hall**  
Principal Chair  
Seneca College  
Toronto
8. **Ms. Donna Tremblay**  
Dean, Health Sciences  
Sault College of Applied Arts  
& Technology  
Sault Ste. Marie

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## APPENDIX 3

## SALARY SCHEDULES

Full-time registered **staff** nurses and full-time graduate nurses shall be compensated for their services in accordance with the following salary grid:

Effective April 1, 1997

		<u>Registered Nurse</u>	<u>Unit Leader Operating Room Nurse</u>	<u>Graduate Room Nurse</u>
start	Monthly	2973.55	3106.16	2819.41
	Hourly	18.30	19.11	17.35
1 Year	Monthly	3122.73	3255.33	2963.61
	Hourly	19.22	20.03	18.24
2 Years	Monthly	3247.05	3379.64	3086.27
	Hourly	19.98	20.80	18.99
3 Years	Monthly	3417.77	3550.37	3252.02
	Hourly	21.03	21.85	20.01
4 Years	Monthly	3586.83	3719.43	3419.452
	Hourly	22.07	22.89	21.04
5 Years	Monthly	3757.56	3890.15	3586.83
	Hourly	23.12	23.94	22.07
6 Years	Monthly	3969.72	4102.31	3792.36
	Hourly	24.43	25.25	23.34
7 Years	Monthly	4181.88	4314.47	3996.23
	Hourly	25.73	26.55	24.59
8 Years	Monthly	4394.04	4526.63	4198.45
	Hourly	27.04	27.86	25.84
9 Years	Monthly	4607.85	4740.45	4402.32
	Hourly	28.36	29.17	27.09

APPENDIX 4

SUPERIOR CONDITIONS

FULL-TIME

Central  
Agreement  
Reference

- 5.05 The Hospital shall provide the local Association with a list of newly hired nurses, nurses on unpaid leaves of absence, and terminations: this list will contain information as to the classification, address, Social Insurance Number, date of employment and salary rate. In providing such lists, the Employer will include deletions (including terminations), and additions from the previous month.
- 14.01 If an employee is required to work overtime or previously unscheduled work on any one of the paid holidays, she shall be paid at the rate of double time and one-half (2 1/2) her regular rate of pay for all time so worked, with a minimum guarantee of four (4) hours at her regular straight time hourly rate.
- 16.01 Nurses who have completed one (1) or more years of continuous employment with the Hospital on April 30<sup>th</sup> of any year, shall be entitled to three (3) weeks' vacation with pay.
- 16.01 Nurses who have completed two (2) or more years of continuous employment with the Hospital on April 30<sup>th</sup> of any year shall be entitled to four (4) weeks' vacation with pay.
- 18.05 **Pre-employment** and annual health examinations will be scheduled by the Hospital. These examinations will include chest x-ray and/or tests for tuberculosis, tetanus and polio, as specified in Clause 56 of the General Regulations under the Public Hospital Act.
- Nurses who contract staphylococcus infection in the Hospital shall receive full medical treatment, medication and **hospitalization** at the expense of the Hospital where not covered under Workers' Compensation and where not covered under the other provisions of this Agreement.

Central  
Agreement  
Reference

- 19.09 Education Bonuses - The Hospital will pay educational bonuses if utilized by the nurse in the Hospital as follows:
- (a) Special Clinical Preparation of three months or more. Nursing Unit Administration Course and any other course approved by the Hospital - \$15.00 per month.
  - (b) One year University certificate or Diploma in Nursing -\$30.00 per month.
  - (c) Bachelor of Science Nursing -\$40.00 per month.

It is agreed by the parties hereto that before a nurse shall be entitled to an educational bonus she must make known at the time of hiring any additional preparation she has beyond the basic preparation for registration. This exception is not applicable to nurses who, during their employment with the Hospital, have obtained additional preparation that qualified her for an educational bonus.



**APPENDIX 5**

**LOCAL ISSUES**

**ARTICLE A - RECOGNITION**

- A-1 This Agreement shall apply to all registered and graduate nurses employed in a nursing capacity by the Alexandra Marine and General Hospital at Goderich, save and except Head Nurses and those above the rank of Head Nurse and persons regularly **employed** for not more than twenty-four (24) hours per week.
- A-2 The Employer **recognizes** the Association as the exclusive bargaining agent for all employees for whom the Association has been certified or voluntarily **recognized** as bargaining agent.

**ARTICLE B - MANAGEMENT RIGHTS**

- B-1 The Association acknowledges that it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:
- (a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses, provided the same are not inconsistent with the provisions of this Agreement.
  - (b) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to assign nurses to shifts and to increase and decrease working forces, provided that a claim of discipline or suspension, or a claim by a nurse that she has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided;
  - (c) to determine the number and location of the Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well-being of the Hospital patients and the public.
- B-2 These rights shall not be exercised in a manner inconsistent with this Agreement.

**ARTICLE C - COMMITTEES AND REPRESENTATIVES**

- C-1 The Local Committees as referred to in Article 6 of the Central Agreement, shall be limited to the following number of representatives:
- (a) five (5) nurses as Nurse Representatives, selected from five (5) different areas of the Hospital as listed below:
    - 1. First Floor
    - 2. 2 West
    - 3. 2 East
    - 4. Emergency, Operating Room
    - 5. Department of Psychiatry
  - (b) A Negotiating Committee of two (2) full-time nurses and two (2) part-time nurses.
  - (c) A Grievance Committee of three (3) nurses.
  - (d) A Hospital-Association Committee of up to five (5) nurse representatives from the five (5) areas as listed in a) above.
  - (e) One (1) nurse representative on the Accident Prevention - Health and Safety Committee.

**ARTICLE D - ASSOCIATION INTERVIEW**

- D-1 The interview period as provided for in Article 5.06 will be scheduled during the nurse's orientation period.

**ARTICLE E - SCHEDULING**

- E-1 The Hospital agrees that it will not require a nurse to work a schedule of more than seven (7) consecutive calendar days without her consent.
- E-2 Shift schedules shall be posted except in cases of emergency, two (2) weeks in advance and shall cover a four (4) week period. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting, with a written reply given to the nurse within a week of the submission, or sooner, if possible.
- E-3 There will be no less than a period of two (2) consecutive shifts between tours worked by a nurse without the consent of such nurse.

- E-4 In any two (2) week period at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split by mutual consent.
- E-5 (a) The night shift shall be the first shift of the day.
- (b) A weekend shall be defined as fifty-six (56) consecutive hours off between 15:15 hours on Friday and 07:15 hours on Monday. If working the night shift, a weekend shall be from 0715 hours on Friday to 2315 hours on Sunday.
- E-6 The Hospital shall ensure each nurse every other weekend off. Should a nurse be required to work three (3) or more weekends in succession, she shall be paid premium pay as set out in Article 14.03 for all hours worked on the third (3rd) and subsequent consecutive weekend until a weekend off is scheduled. This shall apply 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 exchanging shifts with another nurse.
- E-7 A nurse who rotates shall not be scheduled to work more than two (2) consecutive weeks on evenings or night shifts at one time. Nurses presently employed on permanent evenings or night shifts shall not be required to rotate.
- E-8 The Hospital will endeavour, in the case of nurses required to rotate, to schedule as far as reasonably possible, so that fifty percent (50%) of the working time is on day shift, over three (3) nursing schedules.
- E-9 When in the opinion of the Hospital, circumstances are such that the regular schedule cannot be adhered to, the Director of Nurses and the nurses concerned shall attempt to arrange a mutually satisfactory time table. In the event of a disagreement regarding schedule of working hours in such cases, the Director of Nurses shall make the **final** decision, subject to an individual nurse's right to grieve.
- E-10 Requests for exchanges in posted time schedules must be submitted in writing, must be approved by the Hospital, and must be co-signed by the nurse who is willing to exchange days off or tours worked. It is understood that such exchange in tour initiated by the nurse and approved by the Hospital shall not result in overtime payment.
- E-11 No graduate nurse shall be in a charge position over an Ontario Registered Nurse.

- E-12 Each nurse shall be scheduled off at least **five (5)** consecutive days at either Christmas or New Year's alternating on a yearly basis. Christmas shall be defined as Christmas Eve Day commencing at **07:15** hours, Christmas Day, and Boxing Day. New Year's shall be defined as New Year's Eve Day commencing at **07:15** hours and New Year's Day. No vacation shall be granted by the Hospital between December **15th** and January **15th** in order to grant such days off. If a conflict between two or more nurses occurs in time off at either Christmas or New Years, the resolution shall be decided by the Hospital based on seniority. This clause will not apply to employees who normally work the Monday to Friday shifts only.
- E-13 (a) Standard Day - for overtime purposes and for application under **14.10** of the Central Collective Agreement the standard day for all nurses covered by the Agreement shall be defined as a twenty-four (**24**) hour period beginning at:
- 23:15 - 07:15 -Night Tour  
07:15 - 15:15 - Day Tour  
15:15 - 23:15 -Evening Tour
- (b) For purposes of application of Article **14.15**, the hours of the weekend definition shall be from **23:15** hours Friday to **23:15** hours Sunday.
- E-14 The Administrative Supervisor on duty will arrange for transportation if required for an emergency call.
- E-15 Registered nurses can request to work either
- (a) days/evenings or days/nights, or
- (b) permanent evenings or permanent nights
- E-16 Full time nurses accumulating approved overtime under Article **14.09** of the Central Collective Agreement and who elect to take time off in lieu, must take the time off at a time mutually agreed to between the nurse and the Hospital, or be paid out within one hundred and twenty (**120**) days of it being earned.

**ARTICLE F - SENIORITY LISTS**

- F-1 The Hospital will provide the Association with three (**3**) copies of the seniority list as provided for in Article **10.02** of the Central Agreement in October and April.

**ARTICLE J - BULLETIN BOARDS**

J-1           The Hospital shall provide bulletin boards for the use of the Association, which bulletin boards shall be designated as “Association Bulletin Boards”. The Association may post notice of meetings on the Hospital bulletin boards on each unit. There shall be one (1) bulletin board for each locker room.

**ARTICLE K - PREPAID LEAVE PLAN**

K-1           In accordance with Article 11.11 of the Collective Agreement one (1) full time nurse may enter the plan each year.

**ARTICLE L - MODIFIED WORK/BACK TO WORK PROGRAMME**

- L-1           (a)     The Hospital will notify the President of the Local Nurses’ Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- (b)     When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses’ Association and a member of the Local Executive to discuss the circumstances surrounding the employee’s return to suitable work.
- (c)     The Hospital agrees to provide the employee with a copy of the Workers’ Compensation Board Form 7 at the same time as it is sent to the Board.

**ARTICLE M - MISCELLANEOUS**

M-1           Nurses who are currently provided with scrub uniforms shall continue the practice during the life of this Agreement. (Operating Room, Delivery Room and Emergency Department).

M-2           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** It is understood and agreed that insofar as any provision of this Article is specifically in conflict with any provisions of the Appendix 5 Full-time and Appendix 5 Part-time Collective Agreement, the provisions of this Article shall prevail.
- N-2** Only full-time positions shall be considered for job sharing between two nurses.
- N-3** The Hospital has the right to designate and increase or decrease the full-time positions eligible to be deemed job sharing positions. For discussion purposes only the Hospital and the Association agree to discuss the number of positions that will be job shared.
- N-4** If a full-time nurse wishes to job share her position, and the Hospital agrees to designate such position a job sharing position, the full-time nurse will be assigned such job sharing position and the remaining vacant position will be posted and filled in accordance with Article 10.06 of the Central Collective Agreement.
- N-5** When the Hospital designates a vacant full-time position to be considered a job sharing position, such position shall be posted and filled in accordance with Article 10.06 of the Central Collective Agreement.
- N-6** A nurse assigned a job sharing position will be covered by the provisions of the Part-time Collective Agreement, except for scheduling.
- N-7** The nurses sharing a job sharing position shall both be considered as Regular Part-time staff.
- N-8** If a nurse assigned a job sharing position successfully applied for a part-time or full-time position, or is terminated in accordance with the existing Part-time Collective Agreement, and the Hospital decides to continue such job sharing position, the remaining nurse shall remain assigned to said job sharing position and the vacant job sharing position will be posted in accordance with the posting provisions. 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 assuming the full-time position or remaining regular part-time. If she does not assume the full-time position the full-time position shall be posted in accordance with the Collective Agreement.
- N-9** For scheduling purposes only, the Hospital will schedule a job sharing position as a full-time position. The schedule of both partners shall be the equivalent of one full-

time position. The position in question shall generally be shared on an equal basis between the two partners. Both partners must inform the Head Nurse who will be working the predetermined schedule according to the posting policies for schedules.

- N-10 A job sharer's vacant hours of work resulting from vacation, leave of absences or sick leave will be offered by the Hospital, to the remaining nurse assigned that job sharing position. If the remaining nurse agrees to work all or part of such hours, there will be no premium payments owed for such hours worked. If the Hospital is unable to contact the remaining nurse or such nurse is unable to work the vacant hours, the Hospital will schedule such hours in accordance with the Part-time Agreement.
- N-11 A job sharing position will be scheduled by the Hospital to work either the Christmas Holiday or the New Year's Holiday. The partners shall alternate working said holidays and inform the Hospital of whom is available for the scheduled holiday each year.
- N-12 The job sharers will be entitled to vacation time as per the Part-time Collective Agreement. The job sharers agree to cover up to two weeks of each other's vacation during June 15 to September 15.
- N-13 The Hospital or the Association shall have the option of cancelling the agreement with a 60 day notice. A meeting will be held between the parties within fifteen (15) days to review reasons for discontinuation.
- N-14 With each job sharing position, the Hospital will assess the position after three (3) months to see if there are any problems **from** a patient care, economic or scheduling perspective. If there are no problems, the schedule will continue for an additional three (3) months and this position shall be **re-evaluated** after six (6) months to determine whether or not the position should continue.
- N-15 If, after a six (6) month period, the Hospital wishes to terminate a job sharing agreement, it may do so upon advance written notification (sixty (60) days) to the nurses and the Association. If this occurs, the position will revert to a full-time position and the former full-time incumbent shall be granted the option of returning to full-time. In the event that she is not interested, then the position shall be posted according to the requirements under the Collective Agreement.

If, after a six (6) month period, both nurses who take part in the job sharing position wish to terminate the agreement, they may do so upon written notification (sixty (60) days) to the Hospital and the Association. When this occurs, the former incumbent will have the option of returning to her full-time position, if she so desires. If she does not desire to do so, then the position shall be posted according to the Collective Agreement.

ARTICLE 0 - INTRODUCTION OR DISCONTINUATION OF EXTENDED TOURS

- O-1
- (a) Extended tours shall be introduced into any unit when:
    - i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot, and
    - ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - (b) Extended tours may be discontinued in any unit when:
    - i) sixty-five percent (65%) of the nurses in the unit so indicate by secret ballot; or
    - ii) the Hospital because of:
      - 1) adverse effects on patient care, or
      - 2) inability to provide a workable **staffing** schedule, or
      - 3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the extended tours in the schedule.
  - (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
    - i) the parties shall meet within four (4) 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.
  - (d) The Local Association will be informed of the results of the secret ballot within seven (7) days.