

SOURCE	DNIA	
EFF.	93	04/01
TERM.	96	03/31
No. OF EMPLOYEES	14	
NOMBRE D'EMPLOYÉS	14	

Part-time

COLLECTIVE AGREEMENT

BETWEEN:

THE SOUTH HURON HOSPITAL ASSOCIATION  
 (hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: 31 March, 1996

SOUTH01.P-S

05980005

PL1  
APPENDIX 3  
SALARY SCHEDULE

REGISTERED NURSE

Effective :

	<u>April 1 1993</u>	<u>January 1 1994</u>	<u>January 1 1995</u>	<u>January 1 1996</u>
Start	17.10	17.38	17.66	17.94
1 year	18.00	18.28	18.56	18.84
2 years	18.75	19.03	19.31	19.59
3 years	19.78	20.06	20.34	20.62
4 years	20.80	21.08	21.36	21.64
5 years	21.83	22.11	22.39	22.67
6 years	23.11	23.39	23.67	23.95
7 years	24.39	24.67	24.95	25.23
8 years	25.67	25.95	26.23	26.51
9 years	26.96	27.24	27.52	27.80

REGISTERED NURSE

Start	16.16	16.43	16.69	16.96
1 year	17.01	17.27	17.54	17.80

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APPENDIX 4

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

Clause # Central Award (Part-time)	Applicable Clause from existing Collective Agreement
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5 - NOTE 3.03	The Employer shall deduct from the first pay of each month, from the pay due to each nurse who is covered by this Agreement, a sum equal to the monthly Association dues of each nurse. The Association shall notify the Employer, in writing, of the amount of such dues from time to time. The Employer will send to the Association, monthly, by the fifteenth (15th) of the following month, its cheque for the dues so deducted, along with a list of the names of the nurses from whom the deductions were made. Such list shall show the name, address, classification, Social Insurance Number, and the amount of the deduction of each nurse.
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The Hospital shall provide the local Association with a specific list of newly hired nurses, nurses on unpaid leaves of absence, and terminations; this list will contain information as to the classification, date of employment and salary rate.

PL3  
A P P E N D I X  
TO THE  
COLLECTIVE AGREEMENT  
PART-TIME

BETWEEN:

THE SOUTH HURON HOSPITAL ASSOCIATION

AND

ONTARIO NURSES' ASSOCIATION

ARTICLE	A	RECOGNITION
	B	ASSOCIATION SECURITY
	C	MANAGEMENT RIGHTS
	D	COMMITTEES AND REPRESENTATIVES
	E	HOURS OF WORK AND OVERTIME
	F	SCHEDULING
	G	COMPENSATION
	H	EARNED LEAVE (VACATIONS)
	I	HOLIDAYS
	J	GENERAL
	K	SENIORITY
	L	PRE-PAID LEAVE PLAN
	M	JOB SHARING

**ARTICLE A - RECOGNITION**

- A-1 This Agreement shall apply to all registered and graduate nurses employed in a nursing capacity by The South Huron Hospital at Exeter, for not more than twenty-four (24) hours per week, save and except Supervisors and persons above the rank of Supervisor.
- A-2 The Hospital agrees to recognize the Ontario Nurses' Association as the sole collective bargaining agent for all nurses covered.

**ARTICLE B - ASSOCIATION SECURITY**

- B-1 The Association interview will take place during the nurse's probationary period. The Hospital will arrange a place and time for the said interview.

**ARTICLE C - MANAGEMENT RIGHTS**

- C-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) To 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

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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.

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

ARTICLE D - COMMITTEES AND REPRESENTATIVES

- D-1 There shall be no more than three (3) nurse representatives in the Hospital's employ on the various committees (one to be Chief Representative).
- D-2 Two (2) full-time (one (1) of whom may be a part-time nurse) nurses appointed to act on the Association Hospital Committee on behalf of the Local Association.
- D-3 A total of three (3) nurses may be absent from work at any one time on Association business providing that no more than two (2) nurses requesting such leave are from the same department or unit.

ARTICLE E - HOURS OF WORK AND OVERTIME

- E-1 Nurses who are unable to report for their regular scheduled shift shall give the Hospital three (3) hours' notice for evening and night shifts and one (1) hour's notice for the day shift.

ARTICLE F - SCHEDULING

- F-1 The Hospital agrees that it will not require a nurse to work a schedule of more than seven (7) consecutive days without her consent.
- F-2 In the case of regular part-time nurses, shift schedules shall be posted, except in cases of emergency, two (2) weeks in advance and shall cover a six (6) week period. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting with a reply to be made within a week or sooner if possible.
- F-3 There will be not less than a period of sixteen (16) consecutive hours between shifts worked by a nurse

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without the consent of such nurse. There shall not be less than thirty-six (36) hours scheduled off between the end of the night shift and the commencement of an evening or day shift.

F-4 When, in the opinion of the Hospital, circumstances are such that the posted schedule cannot be adhered to, Department Heads 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 Department Heads shall make the final decision.

F-5 Requests for change in posted time schedules must be submitted in writing with the date stated and co-signed by a nurse willing to exchange days off or tour. It is understood that such change in tour initiated by the nurse and approved by the Hospital shall not result in overtime payment.

F-6 No graduate nurse shall be in a charge position over an Ontario Registered Nurse.

F-7 The Hospital shall endeavour to schedule each nurse off at least four (4) days off at either Christmas or New Years. Christmas shall be defined as Christmas Eve, Christmas Day, and Boxing Day. New Year's shall be defined as New Year's Eve and New Year's Day. Vacations shall not be scheduled between December 15th and January 15th.

F-8 The Hospital will endeavour to schedule Part-time Nurses one (1) weekend off in every two (2) weeks.

Should a nurse be required to work two or more weekends in succession, she shall be paid at the premium rate (as defined in the Central Agreement) for the third consecutive and subsequent weekend worked save and except:

- 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.

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It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift,

A Nurse may request to work more weekends than one (1) in two (2).

- F-9 The Hospital agrees to assign a different member of staff to give the daily report to the oncoming shift and that the nurses, other than the one giving report, will not be required to remain for report.
- F-10 Should work subsequently become available on a shift for which a part-time nurse was cancelled, every effort shall be made to give such nurse the first opportunity to perform the available work.
- F-11 Nurses shall be paid weekend premium in accordance with Article 14.15 for each hour worked between 2300 hours Friday and 2300 hours Sunday.
- F-12 All available work at the time of scheduling will be equitably distributed among the regular part-time nurses. Following the posting of such schedule, any additional work will be offered to regular part-time nurses on the basis of seniority before any casual nurse is called in.

ARTICLE G - COMPENSATION

- G-1 Standard Day - For overtime purposes, the Standard Day for all nurses covered by this Agreement shall be defined as a twenty-four (24) hour period beginning at

2300 - 0700 - Night tour  
0700 - 1500 - Day tour  
1500 - 2300 - Evening tour.

- G-2 Whenever possible, a nurse voluntarily ceasing her employment will give the Hospital two (2) weeks' notice in writing.

ARTICLE H - EARNED LEAVE (VACATIONS)

- H-1 Part-time nurses will be paid their vacation pay in April of each year.



- H-2 All normal deductions made from nurse's pay will be made from the vacation pay.
- H-3 Part-time nurses shall be granted four weeks' leave of absence for vacation purposes. Leaves of absence of greater than four (4) weeks shall be granted to nurses who qualify for additional vacation.
- H-4 The Employer shall indicate to each nurse, in writing, the manner in which their vacation pay was calculated.
- H-5 Prior to leaving on vacation, regular part-time nurses shall be notified of the date and time on which to report for work following the vacation if the schedule has not been posted for such date.

ARTICLE I - HOLIDAYS

- I-1 Effective January 1, 1995, the recognized holidays for this Agreement shall be:

1. New Year's Day - January 1
2. Heritage Day - 3rd Monday in February
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day - July 1
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day - November 11
11. Christmas Day - December 25
12. Boxing Day - December 26

The Third Monday in February shall be replaced by "Heritage Day" when, and if, proclaimed by Legislation.

- I-2 When a nurse is scheduled off on a Saturday and Sunday, she shall be scheduled off the holiday which occurs on the Monday and/or Friday.

When a nurse is scheduled to work a Saturday and Sunday, she shall be scheduled to work the holiday which occurs on the Monday and/or Friday.

ARTICLE J - GENERAL

- J-1 The Hospital shall provide bulletin boards for the use of the Association, which bulletin boards shall be designated as "Association Bulletin Boards".
- J-2 A nurse, without jeopardizing her position or employment status, should be allowed to remove herself or refrain from becoming involved in a situation which, in her judgment, is incompatible with her conscience or preparation except in an emergency situation where the act of her withdrawal of service would place the patient's life in immediate danger.
- J-3 (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.
- J-4 Where the nurse's access roads are closed during inclement weather by the Department of Transportation or the police and the nurse is unable to reach the Hospital, she shall have the option of using a vacation day/lieu day or leave of absence without pay.
- J-5 The Hospital, with the nurse's consent, will inform the Local President within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Local President 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, or personal clothing, as a result of being assaulted while performing her work.

ARTICLE A - SENIORITY

K-1 Seniority lists will be supplied in January and July of each year.

ARTICLE L - PRE-PAID LEAVE PLAN

L-1 The number of nurses off work at any one time shall be one (1) full-time nurse and one (1) part-time nurse.

ARTICLE M - JOB SHARING

It is agreed that a full time job may be shared by two nurses on the following basis:

1. Job sharing requests with regard to full time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the appropriateness of such arrangements. 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. It is understood that there shall be no more than fifty percent (50%) of the full time positions job shared at any one time.
2. Where the job sharing arrangement arises out of the filling of a vacant full time position, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. An incumbent full time nurse wishing to share her position, may do so without having her half of the position posted. However the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
3. If one of the job sharers leaves the arrangement her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full time position. The remaining nurse will have the option of continuing in the full time position or another part-time position. If she does not continue full time, the position must be posted according to the Collective Agreement.

PL11

4. If more than one nurse desires to share her position, the decision of which job will be shared shall be based on seniority.
5. Posted schedules for the job sharers shall be based on the schedules that would apply to a full time nurse holding that position. Such schedule shall conform with the scheduling provisions of the full time Collective Agreement.
6. Total hours worked by the two job sharers shall be equal to one full time position. The division of these hours over the schedule shall be determined by mutual agreement between the two nurses and the Director of Nursing or her designee. This determination must be made before the schedule is posted. Job sharers shall not be required to work any tours outside the tours of the full time position, except in cases of emergency. These emergency hours will be paid at premium pay.
7. Each job sharer may exchange shifts with her partner, as well as with other nurses in accordance with the Collective Agreement.
  - a. The job sharers will have the right to determine which partner works on scheduled paid holidays.
9. Each job sharer is responsible for replacing her partner for an absence of less than sixty (60) calendar days. However, it is recognized that it may not always be possible in the case of short notice leave for illness or bereavement. In such cases, a job sharer will be called and will endeavour to replace her partner: however, the job sharer will have the option of declining such short notice calls.
10. Job sharers will be entitled to vacation time and pay and paid holidays as provided to regular part-time nurses. The job sharers agree to cover up to a maximum of two (2) weeks of each others vacation during the period of June 15 to September 15. Where the job sharing partner covers her partner's vacation, they shall not form part of any vacation quota.
11. Nurses will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be

PL12

required to work over New Year's and vice versa, unless mutually agreed otherwise.

12. Either party may discontinue the job sharing arrangement with sixty (60) days written notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. Such discontinuation shall not be unreasonable or arbitrary.
13. The job sharer(s) will have the right of reverting to regular part-time, if and when, this Agreement is changed or cancelled.
14. Job Sharers shall be treated as regular part-time nurses for all purposes under the Collective Agreement except scheduling.
15. Any issues arising out of the enforcement of this Agreement will be dealt with at an Association-Management Committee meeting.

PL13

LETTER OF UNDERSTANDING

BETWEEN:

THE SOUTH HURON HOSPITAL ASSOCIATION

- and -

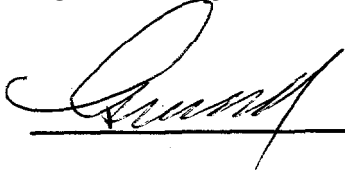
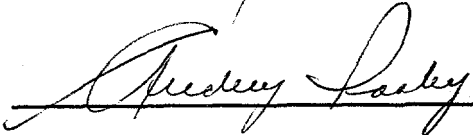
ONTARIO NURSES' ASSOCIATION

PART-TIME

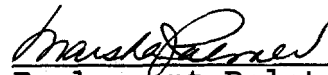
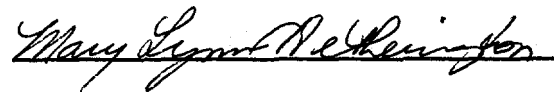
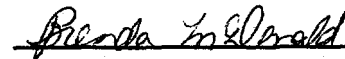
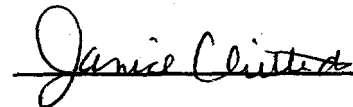
Further to Article 6.02 (b) of the Central Agreement, the parties hereby agree to defer the requirement to meet every two (2) months under this Article. The parties further agree to meet at the request of either party, as issues or concerns arise that require discussion or clarification.

DATED this 23rd day of August, 1995.

FOR THE HOSPITAL

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

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Employment Relations Officer  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

PL14

LETTER OF UNDERSTANDING

BETWEEN:

THE SOUTH HURON HOSPITAL ASSOCIATION

- and -

ONTARIO NURSES' ASSOCIATION

The parties agree to the following:

1. A Scheduling Committee composed of two (2) representatives of the Hospital and two (2) representatives of the Association will meet to attempt to formulate and implement a schedule which will provide for every second weekend off.
2. The Committee, in formulating schedules, will take into account shift preference and existing practice of shifts worked, as well as other scheduling requirements, in accordance with the Collective Agreement.
3. The Committee will also investigate any interest in converting to Extended Tours.

DATED this 23rd day of August, 1995.

FOR THE HOSPITAL

[Signature]

[Signature]

\_\_\_\_\_

\_\_\_\_\_

FOR THE ASSOCIATION

[Signature]  
Employment Relations Officer

[Signature]

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