

SOURCE	CNA	
EFF.	910401	
TERM.	930331	
No. OF EMPLOYEES	43	
NON-EMPLOYEE MEMBERS	81	

COLLECTIVE AGREEMENT

BETWEEN

**THE WEST NIPISSING GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")**

AND

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

PART-TIME

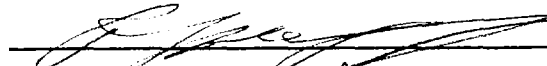
Expiry: March 31, 1993

AUG 3 - 1992
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0608804

DATED AT Sturgeon Falls Ont. THIS 15th Day of July 1992.

FOR THE HOSPITAL


Louise Philippe
Thérèse D-Rafleur

FOR THE ASSOCIATION

Carole Ann Peddole
Diane Chans
Sandra Spenser.

APPENDIX 3

COMPENSATION - PART-TIME NURSES

			Effective <u>April 1/91</u>	Effective <u>Oct. 1/91</u>	Effective <u>April 1/92</u>
<u>SENIOR TEAM LEADER AND R.N.A. SCHOOL</u>					
Start	-	Hourly	18.43	18.43	18.79
1 Year	-	Hourly	19.32	19.32	19.84
2 Years	-	Hourly	20.10	20.36	20.88
3 Years	-	Hourly	20.88	21.14	21.93
4 Years	-	Hourly	21.67	21.93	23.23
5 Years	-	Hourly	22.45	22.97	24.54
6 Years	-	Hourly	23.23	24.01	25.84
7 Years	-	Hourly	24.01	25.06	27.15
<u>REGISTERED NURSE</u>					
Start	-	Hourly	16.81	16.81	16.81
1 Year	-	Hourly	17.71	17.71	17.71
2 Year	-	Hourly	18.10	18.10	18.46
3 Years	-	Hourly	18.97	18.97	19.49
4 Years	-	Hourly	19.74	20.00	20.51
5 Years	-	Hourly	20.51	20.77	21.54
6 Years	-	Hourly	21.28	21.54	22.82
7 Years	-	Hourly	22.05	22.56	24.10
8 Years	-	Hourly	22.82	23.59	25.38
9 Years	-	Hourly	23.59	24.62	26.67

			<u>Effective</u> <u>April 1/91</u>	<u>Effective</u> <u>Oct. 1/91</u>	<u>Effective</u> <u>April 1/92</u>
<u>GRADUATE NURSE</u>					
Start	-	Hourly	16.31	16.31	16.31
1 Year	-	Hourly	17.18	17.18	17.18
2 Years	-	Hourly	17.46	17.46	17.80

APPENDIX 4

APPENDIX OF SUPERIOR BENEFITS

PART-TIME

- A-1 List of names submitted in Article 5.05 will include the addresses of nurses to be provided semi-annually.
- A-2 In calculating vacation entitlement for nurses, continuous service accumulated at St. Jean de Brebeuf Hospital by nurses who accepted employment with the Hospital on July 16, 1977, shall be included.

APPENDIX V

APPENDIX OF LOCAL ISSUES

PART-TIME

ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed by the West Nipissing General Hospital at Sturgeon Falls engaged to work less than five (5) full tours in the average week in a nursing capacity, save and except head nurses, persons above the rank of head nurses.
- A-2 The word "**nurses**" when used in this Agreement shall mean persons included in the above described bargaining unit.
- A-3** The phrase "Immediate Supervisor" when used throughout this Agreement shall mean Co-ordinator or designee or in her absence, the day, evening or night supervisor.
- A-4 "**Local Association**" refers to the Local of the Ontario Nurses' Association at the West Nipissing General Hospital; namely, Local 178.

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- B-1 The Association acknowledges that it is the function of the Employer:-
- (1) to maintain order, discipline and efficiency, and to establish and from time to time alter reasonable rules and regulations governing the conduct of nurses. Such reasonable rules and regulations and any changes thereto shall be communicated to the nurses and the Association, and shall be posted on all bulletin boards.
 - (2) to direct the working forces and to decide on the number of nurses needed by the Hospital at any time and to decide on the use of new or improved or changed methods and equipment;
 - (3) to hire, discharge, retire, transfer, promote, demote, suspend or otherwise discipline nurses, provided that a claim of unjust promotion, demotion, transfer, lay-off, or suspension or a claim that a nurse has been discharged or disciplined unjustly may be the subject of a grievance

dealt with as herein provided.

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

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 Nurses' Representatives

There will be three (3) nurse representatives from the nurses in either bargaining unit.

C-2 Negotiating Committee

There will be a local negotiating committee of up to three (3) nurses from the nurses in either bargaining unit.

C-3 Grievance Committee

There will be a grievance committee of three (3) nurses from the nurses in either bargaining unit.

C-4 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of three (3) representatives of the Association from the nurses in either bargaining unit and three (3) representatives of the Hospital.

C-5 Association Interview

The Association will be allowed to interview newly employed nurses during the Hospital's general orientation.

- C-6 The Hospital will provide the Association with a list of all newly hired nurses and their classification, within two (2) weeks of hire.

ARTICLE D - HOURS OF WORK

- D-1 There shall be a rest period during each one-half (1/2) tour.

- D-2 When a replacement is needed to allow the nurse to take this rest period and her meal break, the immediate supervisor or her designee shall assign a replacement at the beginning of the tour. If the nurse so assigned is unable to replace, the immediate supervisor or her designee must be notified.

ARTICLE E - SCHEDULING REGULATIONS

- E-1 (i) Schedules will be posted two (2) weeks in advance and shall cover a six (6) week period.
- (ii) Casual nurses shall not be prebooked if regular part-time nurses are available.
- E-2 (a) Requests for specific days off must be submitted in writing at least two (2) weeks in advance of posting the schedule.
- (b) Requests for change in posted time schedules must be submitted in writing to Co-ordinator or designee and co-signed by the nurse willing to exchange days or tours of duty. It is understood that such change in a tour of duty initiated by the nurse and approved by the Hospital shall not result in overtime payment to any of the nurses affected by such change. Such change shall not be unreasonably withheld.
- (c) Christmas/New Year's Time Off
- (i) A nurse will be scheduled off work for not less than six (6) consecutive days at either Christmas or New Year's unless the nurse requests otherwise, except 'in areas which are not normally required to work on weekends and paid holidays, or premium payment shall be paid in accordance with Article 14.
- (ii) Time off at Christmas shall include Christmas Eve day, Christmas Day and Boxing Day; time off at New Year's shall include New Year's Eve Day, New Year's Day and January 2nd.
- (iii) Written requests for time off at either Christmas or New Year's must be submitted by October 1st, and the finalized schedule shall be posted by November 1st.
- (iv) The normal scheduling provisions may be waived to accommodate this special arrangement between December 15th and January 15th. In the event that these dates split a weekend, the whole weekend will be included.
- (v) Seniority shall prevail for granting time off at Christmas or New Year's.
- E-3 A regular part-time nurse must agree to work a predetermined schedule and shall be available for work at least four (4) 7.5

hour or three (3) 11.25 tours per pay period.

E-4 Normal Daily Tours - 7-1/2 Hour Scheduling

(a) Week-ends

- (i) At least every third (3rd) weekend shall be scheduled off.
- (ii) A nurse will receive premium pay for all hours worked on a third (3rd) and subsequent weekend save and except where:
 - (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - (b) such nurse has requested weekend work, or
 - (c) such weekend is worked as a result of an exchange of tours with another nurse.

(iii) Definition of a Weekend Off

It is understood that a weekend off, Saturday and Sunday, will consist of at least sixty-four **(64)** consecutive hours off work, unless otherwise mutually agreed.

- (b) No less than two (2) consecutive tours (16 hours) shall be scheduled off between tour changes, or premium payment shall be paid in accordance with Article 14.
- (c) No split shifts shall be scheduled or premium payment shall be paid in accordance with Article 14.
- (d) A nurse shall not be scheduled to work more than seven **(7)** consecutive tours, or premium payment shall be paid in accordance with Article 14.
- (e) No less than six **(6)** consecutive tours **(48)** hours shall be scheduled off on a tour change from the night tour, unless otherwise mutually agreed, or premium payment shall be paid in accordance with Article 14.
- (f) (i) A nurse shall rotate on two (2) shifts only unless otherwise mutually agreed. Individual tour preferences shall be assigned according to departmental seniority.
- (ii) When a nurse normally rotates, fifty percent (50%) of her tours shall be scheduled on the day tour

whenever possible.

- (g) There shall be equal distribution of all available shifts according to seniority, unless otherwise mutually agreed.

E-5 Normal Daily Extended Tour - 11-1/4 Hour Scheduling

- (a) (1) Extended tours shall be introduced into any unit when:
 - (i) sixty-five percent (65%) 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 unreasonably arbitrary manner.
- (2) 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
 - (a) adverse effects of patient care
 - (b) inability to provide a workable staffing schedule

states its intention to discontinue the extended tour in the schedule.
- (3) When 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 compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (b) No more than three (3) consecutive tours shall be scheduled or premium payment shall be paid in accordance with Article 14.
- (c) At least two (2) consecutive days off shall be scheduled between regularly scheduled shifts or premium payment shall be paid in accordance with Article 14.

(d) Weekends

- (i) Every second weekend will be scheduled off.
- (ii) A nurse will receive premium pay for all hours worked on a second (2nd) and subsequent weekend save and except where:
 - (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - (b) such nurse has requested weekend work, or
 - (c) such weekend is worked as a result of an exchange of tours with another nurse.

(iii) Definition of a Weekend Off

It is understood that a weekend off will consist of at least sixty-four (64) consecutive hours off work from the Friday day shift **to** the Monday day shift.

- (e) Six (6) consecutive days off shall be scheduled in each **six** (6 week period, unless the nurse requests otherwise.

E-6 Nurses will not be scheduled to work any tour other than the normal daily 7-1/2 hour tour or the normal extended 11-1/4 hour tour without their consent.

ARTICLE F - PAID HOLIDAYS

F-1 The following holidays shall be recognized:

New Year's Day	Civic Holiday
January 2nd	Labour Day
2nd Monday in February	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
3rd Monday in June	
Canada Day - July 1	

F-2 Nurses shall be paid premium payment for all hours worked between 0001 hours and 2400 hours on a paid holiday.

F-3 7-1/2 Hour Scheduling

- (i) A nurse scheduled off on a holiday weekend shall have the paid holiday included with her weekend off.

- (ii) If the nurse works the holiday weekend, she shall also work the paid holiday, unless otherwise mutually agreed.

ARTICLE G • VACATIONS

- G-1 The vacation year for the purpose of entitlement shall be the calendar year.
- G-2 (i) Vacation schedules shall be posted by February 15th of each year. Vacation time shall be requested by March 15th. A finalized vacation request list shall be posted by April 15th.
 - (ii) A nurse may select from vacation not booked on a first come first served basis. Such request must be submitted in writing at least two (2) weeks in advance of posting the schedule (Article E-1), whenever possible.
 - (iii) The first three (3) weeks of vacation may be allotted to a nurse separately or on a consecutive basis and the fourth and succeeding weeks of vacation, if any, at a mutually agreeable time.
 - (iv) Vacation must be taken before December 21st of each year, unless otherwise mutually agreed.
- G-3 The Hospital shall schedule as a weekend off the weekend prior to a nurse's vacation and the weekend following her vacation, unless waived by the nurse.
- G-4 Prior to leaving on a vacation nurses shall be notified of the date and time on which to report for work following vacation.
- G-5 In the event of conflict with regard to scheduling of vacation, seniority shall prevail.

ARTICLE H • SENIORITY LIST

- H-1 Seniority lists shall be posted every six (6) months, January and July.

ARTICLE I - ASSOCIATION LEAVE

- I-1 Leave of absence for Association business shall be given to an aggregate maximum for all nurses of sixty (60) days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than two (2) nurses from one section shall be absent on such leave at the same time.

ARTICLE J - BULLETIN BOARDS

J-1 The Hospital will provide bulletin board space for the purpose of posting notices and other matters restricted to Association business. All such notices must be signed by a member of the Association executive.

ARTICLE K - ORIENTATION

K-1 Newly hired nurses shall have an orientation program which would include a minimum of:

- (a) one (1) day orientation to the Hospital.
- (b) three (3) days orientation on day shift in the area she shall be assigned as well as two (2) shifts orientation on the evening and/or night tour.

ARTICLE L - PRE-PAID LEAVE PLAN

L-1 At least one (1) part-time nurse shall be allowed off at a time.

ARTICLE M - JOB SHARING

M-1 The parties agree to implement job sharing under the following provisions:

1. Employees or the Employer may propose a job sharing scheme. Each request shall be considered on an individual basis and if agreed to by the Association and the Employer, it shall be implemented.
2. Full-time employees who enter into a **job** sharing scheme become members of the part-time bargaining unit and shall be covered by the terms of that agreement.
3. Such proposal shall be limited to splitting one (1) full-time position into two parts. The division of the full-time hours shall be determined by mutual agreement between the two nurses and the Co-ordinator of the Unit.
4. Job sharers may be called for additional unscheduled shifts only after all other regular part-time employees have been called.
5. Job sharers may exchange shifts with their partner, as well as with other nurses as provided for by the Collective Agreement.

6. Job sharers may be expected to cover each other for vacations. When job sharers replace each other for vacations, they shall not be counted in their nursing unit's established vacation quotas.

7. Implementation

(i) 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.

(ii) A full-time nurse wishing to share her position may do so without having her portion of the position posted. The remaining portion of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(iii) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the posted position, the remaining nurse will revert to her former status. If the remaining nurse was previously part-time, then the shared position would revert to a full-time position and be posted according to the Collective Agreement.

8. Discontinuation

(i) Either party may discontinue the job sharing arrangement with sixty (60) days notice.

(ii) Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuance.

ARTICLE N - MISCELLANEOUS

N-1 Make-up cheques for monies in excess of fifty dollars (\$50.00) will be provided as soon as possible after verification of the error.

ARTICLE O - WORKERS' COMPENSATION

O-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.