

PART-TIME

SOURCE	Hosp.		
Wages	91	04	01
EFF.	93	03	31
NO. OF EMPLOYEES	17		
NOMBRE D'EMPLOYÉS	SD		

COLLECTIVE AGREEMENT

between

GERALDTON DISTRICT HOSPITAL INC.
(hereinafter called the "Hospital")

and

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

EXPIRY: MARCH 31, 1993

0832102

APPENDIX 3GERALDTON DISTRICT HOSPITAL INC.SALARY SCHEDULEPART-TIMEREGISTERED NURSE

	<u>April 1, 1991</u>	<u>October 1, 1991</u>	<u>April 1, 1992</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
Start	16.81	16.81	16.81
1 year	17.71	17.71	17.71
2 years	18.10	18.10	18.46
3 years	18.97	18.97	19.49
4 years	19.74	20.00	20.51
5 years	20.51	20.77	21.54
6 years	21.28	21.54	22.82
7 years	22.05	22.56	24.10
8 years	22.82	23.59	25.38
9 years	23.59	24.62	26.67

GRADUATE NURSE

Start	16.63	16.63	16.63
1 year	16.88	16.88	16.88
2 years	17.24	17.24	17.58

HEAD NURSE/HOME CARE CO-ORDINATOR

Start	19.12	19.12	19.12
1 year	20.79	20.79	20.79
2 years	21.44	21.44	21.87
3 years	22.65	22.65	23.26
4 years	23.33	23.63	24.24
5 years	24.11	24.41	25.32
6 years	24.85	25.15	26.65
7 years	25.53	26.12	27.91

APPENDIX 4

GERALDTON DISTRICT HOSPITAL INC.
(in the Hospital in Geraldton)

SUPERIOR CONDITIONS

1. (a) A casual part-time nurse who on September 24, 1987 has completed **less** than four (4) years of equivalent service shall receive six percent (6%) of her gross salary for work performed.
- (b) A casual part-time nurse who on September 24, 1987 has completed four (4) years of equivalent service but less than fifteen (15) years of equivalent service shall receive seven percent (7%) of her gross salary for work performed.
2. A nurse will **be** paid time and one-half for an ambulance trip if the time required for the total trip is in excess of the nurse's regular shift. It is understood that the nurse will **be paid** as if she completed her return in the most expeditious manner available.

*Should be removed
no longer applicable*

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN :

GERALDTON DISTRICT HOSPITAL INC.
(in the Hospital in Geraldton)
(hereinafter called the "Hospital")

AND:

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

PART-TIME

ARTICLE A - RECOGNITION

- A. 1 The Hospital recognizes the Association as the sole and exclusive bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by Geraldton District Hospital Inc. in Geraldton, Longlac and Nakina, regularly employed for not more than twenty-four (24) hours per week, save and except supervisors and persons above the rank of supervisor.
- A. 2 The word "nurses" when used in this Agreement shall mean persons included in the bargaining unit as set out in A.1 above and who work in the Hospital in Geraldton.
- A. 3 "Supervisor" or "immediate supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- A. 4 "Administrator" where used in this Agreement shall mean the Chief Executive Officer of the Geraldton District Hospital Inc.
- A. 5 "Director of Nursing" where used in this Agreement shall mean the Assistant Chief Executive Officer, Patient Care Services.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association recognizes that the management of the Geraldton District Hospital Inc. and the direction of the working force are fixed exclusively with the Hospital and shall remain with the Hospital, except as specifically limited by the provisions of this Agreement and, 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, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of suspension, discipline or discharge without just cause may be the subject of a grievance and be dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and high standards of service, hours of work, job rating and classification, 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, enforce and alter from time to time, reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- C.1 The parties agree that nurse representatives and committee members as provided for in the Central Agreement may be from either the full-time or part-time bargaining unit and shall represent both bargaining units.

The Hospital shall recognize the following representatives and committee members:

(a) Nurse Representatives

Two (2) nurse representatives, one to represent each of the following groups:

Full-time Nurses (Hospital) - one (1) representative.

Part-time Nurses (Hospital) - one (1) representative.

(b) Grievance Committee

Two (2) nurses, one (1) of whom is full-time and one (1) of whom is part-time.

(c) Negotiating Committee

Four (4) nurses, one (1) of whom is full-time from the Hospital, one (1) of whom is part-time from the Hospital, one (1) from Home Care and one (1) from the Nakina Clinic.

(d) Hospital-Association Committee

Two (2) representatives of the Association and an equal number of representatives from the Hospital.

C.2 Association Interview

The interview period provided for in the Central Agreement will normally be scheduled during the newly employed nurse's orientation period. The Hospital will notify the Local Association of the date and time of the newly hired nurse's orientation period and the interview times shall be mutually agreed.

ARTICLE D - LEAVE OF ABSENCE

D.1 Association Business

As provided for in the Central Agreement, the cumulative total leave of absence for Association business for the Hospital in Geraldton, the Home Care Programme and the Nakina Clinic shall not exceed forty (40) days (including both full-time and part-time nurses) during the calendar year, subject to the following conditions:

- (a) request for leave shall be made in writing at least three (3) weeks prior to the commencement of the leave, except in unusual circumstances;

- (b) no more than two (2) nurses shall be given leave at the same time;
- (c) the granting of the leave may be affected by staffing requirements for the time of the requested leave. The Director of Nursing may then limit the number of nurses absent at one time to no more one (1) nurse from a unit or work area. Such limitation shall not be unreasonably exercised.

D.2 The number of nurses that may be absent from the Hospital on pre-paid leave at one time shall be one (1) full-time and one (1) part-time.

ARTICLE E - MISCELLANEOUS

E.1 Bulletin Boards

The Hospital will provide the Association with bulletin board space for the posting of notices pertaining to items of interest to the bargaining unit members. Prior to posting such notices, the Association will submit the notices to the Chief Executive Officer, or his designate, for approval. Such approval will not be unreasonably withheld.

E.2 Payment of Wages

The Hospital agrees that wages will be paid on a regular bi-weekly basis every second Friday. When a paid holiday falls on that day, wages will be paid one day in advance.

E.3 Seniority Lists

The seniority list as provided for in the Central Agreement will be posted twice ~~per~~ ^{PER} year by April 1st and October 1st.

E.4 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 or illness (whether or not the nurses are in receipt of W.C.B. benefits) and those on L.T.D., in which there are nurses absent for such reasons, by the 15th of each month.

E.5 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

- Language
- see attached

discuss the circumstances surrounding the employee's return to suitable work.

- E. 6 ^{10/2} 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 F - SCHEDULING OF HOURS

- F.1 The following scheduling regulations for the Hospital will be observed:
- (a) Nurses will not be scheduled to work more than seven (7) consecutive tours of work. Premium pay shall be paid for each subsequent consecutive tour worked in excess of seven (7) until one (1) day off is given.
 - (b) In any two (2) week period, at least four (4) days off must be scheduled. At least two (2) days off must be consecutive. The remaining two (2) days off may be split.
 - (c) ~~The~~ nursing schedule will be posted by the fifteenth day of the preceding month and will cover a one (1) month period. Requests for changes in posted time schedules must be submitted for approval in writing to the Director of Nursing, or her designate, and must be co-signed by the nurse willing to change days off or days of work.
 - (d) The Hospital will schedule one (1) weekend off in three (3) and will endeavour to schedule one (1) weekend off in two (2). A nurse will receive premium pay as outlined in the Central Agreement for all hours worked on a third and subsequent consecutive 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 requested weekend work; or
 - (iii) such weekend is worked as the result of an exchange of shifts with another nurse,
 - (e) A weekend shall consist of at least fifty-six (56) hours starting no later than the end of the Friday evening tour and ending no sooner than the beginning of the Monday day tour.

- (f) A nurse will be scheduled off work for not less than five (5) consecutive days off at either Christmas or New Year's. The foregoing shall not apply on those areas where nurses do not normally work on weekends and paid holidays. The scheduling regulations listed in Article F.1 other than F.1 (f) may be waived between December 15th and January 15th.

For the purposes of this clause, Christmas shall include December 24th, December 25th and December 26th and New Year's shall include December 31st and January 1st.

If more nurses request a specific time period than can have it, time will be scheduled so that nurses are given the opposite time to what they received the year before.

- (g) The Hospital will not schedule split tours.
- (h) No less than two (2) consecutive tours shall be scheduled off between tour changes, and at least forty-eight (48) hours will be scheduled off after night duty when changing to another tour. Except where the nurse agrees to such short change, premium pay will be paid for the first tour worked as the result of such short change,
- (i) Nurses will not be required to rotate on more than two (2) tours of duty, except in unusual circumstances.
- (j) Requests for specific days off must be submitted in writing no less than two (2) weeks in advance of the posting date of the schedule which covers the requested time off. Nurses will be advised in writing within five (5) days of receipt of the request whether or not the request is granted.

F.2 Nurses working in the Hospital, Home Care or the Nakina Clinic will not be scheduled to work in another section of the Employer's operation unless they so request it and the Hospital approves it.

F.3 The night shift shall be considered the first shift of the day.

F.4 Regular Part-time commitment

A regular part-time nurse shall make a written commitment to be available to be scheduled to work as follows:

- (i) at least two (2) tours (fifteen (15) hours for extended tour nurses) per week;
- (ii) over either Christmas or New Year's;
- (iii) at least one (1) weekend in two (2);
- (iv) during eleven (11) months of the year.

All other part-time nurses shall be casual.

ARTICLE G - VACATIONS

- G.1 The vacation year shall be from April 1st in any year to March 31st of the following year. The date for determining vacation entitlement shall be the March 31st prior to the vacation year.
- G.2 Subject to G.4 vacations may be taken at any time of the year and will be scheduled as follows:
- (i) vacation request lists including the amount of vacation owing to each nurse shall be posted in each area on April 1st of each year and remain posted until May 1st. Nurses will write their requests for vacation time off in the vacation year on the posted list. Vacation requests in the Hospital, Home Care and the Nakina Clinic areas will be separate from each other area. A list of approved vacations will be posted in each area no later than May 15th of each year. In cases of conflict, seniority will govern. It is understood that the Hospital may set reasonable limits regarding the number of nurses off on vacation at one time;
 - (ii) vacations requested on or after May 1st in any year will be granted on a first come basis. Vacation requests will be submitted in writing no later than six (6) weeks prior to the time requested, except in unusual circumstances. The Hospital will reply in writing within one (1) week of receipt of the request;
 - (iii) vacation may be commenced on any day of the week; and
 - (iv) vacations must be taken in periods of not less than five (5) consecutive working days.

- G.3 Vacations may not normally be accumulated from one (1) year to the next but must be taken each vacation year unless otherwise arranged with the immediate supervisor and the Chief Executive Officer.
- G.4 Vacation will only be granted during the Christmas and New Year's holiday period (December 15th to January 15th) provided the Hospital is adequately staffed during this period.
- G.5 Prior to leaving on vacation, a nurse shall be notified of the date and tour on which she will be required to report for work following her vacation or such information shall be on the posted schedule prior to leaving on vacation.
- G.6 Part-time vacation pay will be paid on a bi-weekly basis.
- G.7 Regular part-time nurses who have completed sufficient years of equivalent service to be entitled to more than four (4) weeks of vacation time off (in accordance with the full-time qualification levels in 16.01 Full-Time Central Agreement) will be entitled to the greater amount of vacation time off without pay (inclusive of the period provided in Article F.4 (iv)).

ARTICLE H - PAID HOLIDAYS

- H.1 In accordance with the Central Agreement, the following are designated as holidays:
- | | |
|-------------------------|------------------------|
| .New Year's Day | -Labour Day |
| '3rd Monday in February | .Thanksgiving Day |
| •Good Friday | •Easter Monday |
| .Remembrance Day | .Victoria Day |
| .Christmas Day | .Canada Day (July 1st) |
| •Boxing Day | .Civic Holiday |
- H.2 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- H.3 If a part-time nurse is scheduled to work the weekend of a paid holiday, the Hospital shall endeavour to schedule her to work the paid holiday.

states its intention in writing to the Association to discontinue extended tours.

- (b) When notice of discontinuation is given by either party in accordance with paragraph (a) above:
- (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 extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

I.4 Participation

All full-time and part-time nurses falling within the bargaining units on the unit will, as a condition of employment, be required to work extended tours on a rotating basis in accordance with the unit's posted schedules. This will not apply to any nurse who is scheduled to work permanent days or who is scheduled to work less than a full extended tour.

I.5 The terms and conditions of the Collective Agreement apply except as amended below:

(a) Hours of Work

An extended tour on a unit shall consist of twelve (12) hours and normal tour hours will be from 0730 to 1930 and 1930 to 0730. Should a seven and one-half (7½) hour tour be scheduled, the normal tour hours will be:

0000 - 0800
0800 - 1600
1600 - 0000

(b) Meal and Rest Periods

Normally, the paid and unpaid time will be scheduled as follows:

two (2) fifteen minute paid rest periods; and

two (2) thirty minute meal periods of which fifteen (15) minutes will be paid.

(c) Scheduling

J.3 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.

J.4 Each job-sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.

J.5 The job-sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

J.6 Coverage

It is expected that both job-sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.

J.7 Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

In the event that one (1) member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit Supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

J.8 Implementation

(a) 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 Agreements.

(b) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

J.9 If one (1) of the job-sharers leaves the arrangement, her position will be posted. If there is not successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or

reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation, it is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

DATED at Geraldton, Ontario, this day of , 1992.

FOR THE HOSPITAL

FOR THE ASSOCIATION

APPENDIX 4

GERALDTON DISTRICT HOSPITAL INC.
(Nakina Clinic)

SUPERIOR CONDITIONS

1. (a) A casual part-time nurse who on September 24, 1987 has completed less than four (4) years of equivalent service shall receive six percent (6%) of her gross salary for work performed.

(b) A casual part-time nurse who on September 24, 1987 has completed four (4) years of equivalent service but less than fifteen (15) years of equivalent service shall receive seven percent (7%) of her gross salary for work performed.
2. A nurse will be paid time and one-half for an ambulance trip if the time required for the total trip is in excess of the nurse's regular shift. It is understood that the nurse will be paid as if she completed her return in the most expeditious manner available.
3. Regular part-time nurses who currently receive holiday pay for five (5) holidays shall continue to receive these.

*should be deleted
no longer applicable*

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(Nakina Clinic)
(hereinafter called the "Hospital")

AND:

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

PART-TIME

ARTICLE: A - RECOGNITION

- A. 1 The Hospital recognizes the Association as the sole and exclusive bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by Geraldton District Hospital Inc. in Geraldton, Long Lac and Nakina, regularly employed for not more than twenty-four (24) hours per week, save and except supervisors and persons above the rank of supervisor.
- A. 2 "The word "nurses" when used in this Agreement shall mean persons included in the bargaining unit as set out in A.1 above and who work in the Nakina Clinic.
- A. 3 "Supervisor" or "immediate supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- A. 4 "Administrator" where used in this Agreement shall mean the Chief Executive Officer of the Geraldton District Hospital Inc.
- A. 5 "Director of Nursing" where used in this Agreement shall mean the Assistant Chief Executive Officer, Patient Care Services.

ARTICLE B - MANAGEMENT RIGHTS

B.1 The Association recognizes that the management of the Geraldton District Hospital Inc. and the direction of the working force are fixed exclusively with the Hospital and shall remain with the Hospital, except as specifically limited by the provisions of this Agreement and, 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, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of suspension, discipline or discharge without just cause may be the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, hours of work, job rating and classification, 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, enforce and alter from time to time, reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

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

ARTICLE C - ASSOCIATION COMMITTEES AND REPRESENTATIVES

C.1 The parties agree that nurse representatives and committee members as provided for in the Central Agreement may be from either the full-time or part-time bargaining unit and shall represent both bargaining units.

The Hospital shall recognize the following representatives and committee members:

(a) Nurse Representatives

One (1) nurse representative.

(b) Grievance Committee

Two (2) nurses, one (1) of whom is full-time and one (1) of whom is part-time.

(c) Negotiating Committee

Four (4) nurses, one (1) of whom is full-time from the Hospital, one (1) of whom is part-time from the Hospital, one (1) from Home Care and one (1) from the Nakina Clinic.

(d) Hospital-Association Committee

Two (2) representatives of the Association and an equal number of representatives from the Hospital.

C.2 Association Interview

The interview period provided for in the Central Agreement will normally be scheduled during the newly employed nurse's orientation period. The Hospital will notify the Local Association of the date and time of the newly hired nurse's orientation period and the interview times shall be mutually agreed.

ARTICLE D - LEAVE OF ABSENCE

D.1 Association Business

As provided for in the Central Agreement, the cumulative total leave of absence for Association business for the Hospital in Geraldton, the Home Care Programme and the Nakina Clinic shall not exceed forty (40) days (including both full-time and part-time nurses) during the calendar year, subject to the following conditions:

- (a) request for leave shall be made in writing at least three (3) weeks prior to the commencement of the leave, except in unusual circumstances;
- (b) no more than two (2) nurses shall be given leave at the same time;
- (c) the granting of the leave may be affected by staffing requirements for the time of the requested leave. The Director of Nursing may then limit the

number of nurses absent at one time to no more than one (1) nurse from a unit or work area. Such limitation shall not be unreasonably exercised.

D.2 The number of nurses that may be absent from Nakina Clinic on pre-paid leave at one time shall be one (1) nurse, whether full-time or part-time.

ARTICLE E - MISCELLANEOUS

E.1 Bulletin Boards

The Hospital will provide the Association with bulletin board space for the posting of notices pertaining to items of interest to the bargaining unit members. Prior to posting such notices, the Association will submit the notices to the Chief Executive Officer, or his designate, for approval. Such approval will not be unreasonably withheld.

E.2 Payment of Wages

The Hospital agrees that wages will be paid on a regular bi-weekly basis every second Friday. When a paid holiday falls on that day, wages will be paid one day in advance.

E.3 Seniority Lists

The seniority list as provided for in the Central Agreement will be posted twice ^A year by April 1st and October 1st.

E.4 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 or illness (whether or not the nurses are in receipt of W.C.B. benefits) and those on L.T.D., in which there are nurses absent for such reasons, by the 15th of each month.

*Language
see attached*

E.5 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.

E.6 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 F - SCHEDULING OF HOURS

- F.1 The following scheduling regulations will be observed::
- (a) Nurses will not be scheduled to work more than **five (5) days** in a row, Monday to Friday.
 - (b) The Clinic will be closed for appointments on Saturdays, Sundays and paid holidays.
 - (c) Schedules for the Nakina Clinic will be prepared by the immediate supervisor in consultation with the nurses, ~~who~~ may submit schedules for the supervisor's approval.

F.2 Nurses working in the Hospital, Home Care or the Nakina Clinic will not be scheduled to work in another section of the Employer's operation unless they so request it and the Hospital approves it.

F.3 The night shift shall be considered the first shift of the day.

F.4 Regular Part-time Commitment

A regular part-time nurse shall make a written **commitment** to be available to be scheduled to work as follows:

- (i) at least two (2) tours per week:
- (ii) over either Christmas or New Year's;
- (iii) during eleven (11) months of the year:

All other part-time nurses shall be casual.

F.5 Those nurses presently taking part in a job-sharing arrangement shall be entitled to continue in a job-sharing situation. If one of the job-sharers leaves the remaining nurse wishes to continue to job-share, the vacant position shall be posted in accordance with Article 10.06 Full-Time and 10.05 Part-Time of the Collective Agreement.

If the vacancy cannot be filled internally, the remaining nurse shall be offered the full-time position being shared prior to it being posted or advertised externally.

If she does not wish to work full-time, she shall be entitled to exercise her rights under the lay-off provisions of the Collective Agreement.

ARTICLE G - VACATIONS

- G.1 The vacation year shall be from April 1st in any year to March 31st of the following year. The date for determining vacation entitlement shall be the March 31st prior to the vacation year.
- G.2 Subject to G.4 vacations may be taken at any time of the year and will be scheduled as follows:
- (i) vacation request lists including the amount of vacation owing to each nurse shall be posted in each area on April 1st of each year and remain posted until May 1st. Nurses will write their requests for vacation time off in the vacation year on the posted list. Vacation requests in the Hospital, Home Care and the Nakina Clinic areas will be separate from each other area. A list of approved vacations will be posted in each area no later than May 15th of each year. In cases of conflict, seniority will govern. It is understood that the Hospital may set reasonable limits regarding the number of nurses off on vacation at one time;
 - (ii) vacations requested on or after May 1st in any year will be granted on a first come basis. Vacation requests will be submitted in writing no later than six (6) weeks prior to the time requested, except in unusual circumstances. The Hospital will reply in writing within one (1) week of receipt of the request;
 - (iii) vacation may be commenced on any day of the week; and
 - (iv) vacations must be taken in periods of not less than five (5) consecutive working days.
- G.3 Vacations may not normally be accumulated from one (1) year to the next but must be taken each vacation year unless otherwise arranged with the immediate supervisor and the Chief Executive Officer.
- G.4 Vacation will only be granted during the Christmas and New Year's holiday period (December 15th to January 15th) provided the Hospital is adequately staffed during this period.

- G.5 Prior to leaving on vacation, a nurse shall be notified of the date and tour on which she will be required to report for work following her vacation or such information shall be on the posted schedule prior to leaving on vacation.
- G.6 Part-time vacation pay will be paid on a bi-weekly basis.
- G.7 Regular part-time nurses who have completed sufficient years of equivalent service to be entitled to more than four (4) weeks of vacation time off (in accordance with the full-time qualification levels in 16.01 Full-Time Central Agreement) will be entitled to the greater amount of vacation time off without pay (inclusive of the period provided in Article 7.4 (iv)).

ARTICLE H - PAID HOLIDAYS

- H.1 In accordance with the Central Agreement, the following are designated as holidays:
- | | |
|------------------------|-----------------------|
| New Year's Day | Labour Day |
| 3rd Monday in February | Thanksgiving Day |
| Good Friday | Easter Monday |
| Remembrance Day | Victoria Day |
| Christmas Day | Canada Day (July 1st) |
| Boxing Day | Civic Holiday |
- H.2 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- E.3 If a part-time nurse is scheduled to work the weekend of a paid holiday, the Hospital shall endeavour to schedule her to work the paid holiday.

ARTICLE I - JOB-SHARING

If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- I.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis.
- I.2 Total hours worked by the job-sharer shall equal one (1) full-time position. The division of these hours on the

schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse on the Unit.

I.3 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.

I.4 Each job-sharer may exchange shifts with her partner, as well as with other *nurses* as provided by the Collective Agreement.

I.5 The job-sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

I.6 Coverage

It is expected that both job-sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.

I.7 Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

In the event that one (1) member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit Supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

I.8 Implementation

(a) 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 Agreements.

(b) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

I.9 If one (1) of the job-sharers leaves the arrangement, her position will be posted. If there is not successful

applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

DATED at Geraldton, Ontario, this day of , 1992.

FOR THE HOSPITAL

FOR THE ASSOCIATION

APPENDIX 4

GERALDTON DISTRICT HOSPITAL INC.
(Home Care Programme)

SUPERIOR CONDITIONS

1.
 - (a) A casual part-time nurse who on September 24, 1987 has completed less than four (4) years of equivalent service shall receive six percent (6%) of her gross salary for work performed.
 - (b) A casual part-time nurse who on September 24, 1987 has completed four (4) years of equivalent service but less than fifteen (15) years of equivalent service shall receive seven percent (7%) of her gross salary for work performed.

delete

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(Home Care Programme)
(hereinafter called the "Hospital")

AND:

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

PART-TIME

ARTICLE A - RECOGNITION

- A. 1 The Hospital recognizes the Association as the sole and exclusive bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by Geraldton District Hospital Inc. in Geraldton, Long Lac and Nakina, regularly employed for not more than twenty-four (24) hours per week, save and except supervisors and persons above the rank of supervisor.
- A. 2 The word "nurses" when used in this Agreement shall mean persons included in the bargaining unit as set out in A.1 above and who work in the Home Care Programme.
- A. 3 "Supervisor" or "immediate supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- A. 4 "Administrator" where used in this Agreement shall mean the Chief Executive Officer of the Geraldton District Hospital Inc.
- A. 5 "Director of Nursing" where used in this Agreement shall mean the Assistant Chief Executive Officer, Patient Care Services.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association recognizes that the management of the Geraldton District Hospital Inc. and the direction of the working force are fixed exclusively with *the* Hospital and shall remain with the Hospital, except as specifically limited by the provisions of this Agreement and, 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, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of suspension, discipline or discharge without just cause may be the subject of a grievance and be dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and high standards of service, hours of work, job rating and classification, 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, enforce and alter from time to time, reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- C.1 The parties agree that nurse representatives and committee members as provided for in the Central Agreement may be from either the full-time or part-time bargaining unit and shall represent both bargaining units.

The Hospital shall recognize the following representatives and committee members:

(a) Nurse Representatives

One (1) nurse representative.

(b) Grievance Committee

Two (2) nurses, one (1) of whom is full-time and one (1) of whom is part-time.

(c) Negotiating Committee

Four (4) nurses, one (1) of whom is full-time from the Hospital, one (1) of whom is part-time from the Hospital, one (1) from Home Care and one (1) from the Nakina Clinic.

(d) Hospital-Association Committee

Two (2) representatives of the Association and an equal number of representatives from the Hospital.

C.2 Association Interview

The interview period provided for in the Central Agreement will normally be scheduled during the newly employed nurse's orientation period. The Hospital will notify the Local Association of the date and time of the newly hired nurse's orientation period and the interview times shall be mutually agreed.

ARTICLE D - LEAVE OF ABSENCED.1 Association Business

As provided for in the Central Agreement, the cumulative total leave of absence for Association business for the Hospital in Geraldton, the Home Care Programme and the Nakina Clinic shall not exceed forty (40) days (including both full-time and part-time nurses) during the calendar year, subject to the following conditions:

- (a) request for leave shall be made in writing at least three (3) weeks prior to the commencement of the leave, except in unusual circumstances;
- (b) no more than two (2) nurses shall be given leave at the same time;
- (c) the granting of the leave may be affected by staffing requirements for the time of the requested leave. The Director of Nursing may then limit the

number of nurses absent at one time to no more than one (1) nurse from a unit or work area. Such limitation shall not be unreasonably exercised.

- D.2 The number of nurses that may be absent from Home Care on pre-paid leave at one time shall be one (1) nurse, whether full-time or part-time.

ARTICLE E - MISCELLANEOUS

E.1 Bulletin Boards

The Hospital will provide the Association with bulletin board space for the posting of notices pertaining to items of interest to the bargaining unit members. Prior to posting such notices, the Association will submit the notices to the Chief Executive Officer, or his designate, for approval. Such approval will not be unreasonably withheld.

E.2 Payment of Wages

The Hospital agrees that wages will be paid on a regular bi-weekly basis every second Friday. When a paid holiday falls on that day, wages will be paid one day in advance.

E.3 Seniority Lists

The seniority list as provided for in the Central Agreement will be posted twice ^A year by April 1st and October 1st.

- E.4 A nurse required to use her automobile for work will be compensated at the rate of thirty-six cents (36c) per kilometre. Effective April 1, 1992, increase the rate to thirty-nine cents (39c) per kilometre. Mileage distances will be calculated in accordance with the present practice.

- E.5 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 or illness (whether or not the nurses are in receipt of W.C.B. benefits) and those on L.T.D., in which there are nurses absent for such reasons, by the 15th of each month.

- E.6 *attached Lansing* 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.

- E.7 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 F - SCHEDULING OF HOURS

- F.1 The following scheduling regulations will be observed:
- (a) Nurses will only be scheduled to work day shifts, except in unusual circumstances.
 - (b) A nurse will not be scheduled to work for more than one (1) weekend in four (4). A nurse will receive premium pay as outlined in the Central Agreement for all hours worked on a third and subsequent consecutive weekend, save and except where:
 - (i) such weekend has been worked by a nurse to satisfy days off requested by such nurse; or
 - (ii) such nurse requested weekend work; or
 - (iii) such weekend is worked as the result of an exchange of shifts with another nurse.
 - (c) A weekend shall consist of at least fifty-six (56) hours starting no later than the end of the Friday evening tour and ending no sooner than the beginning of the Monday day tour.
 - (d) Nurses will not be scheduled to work more than seven (7) consecutive tours of work. Premium pay shall be paid for each subsequent consecutive tour worked in excess of seven (7) until one (1) day off is given.
 - (e) In any two (2) week period at least four (4) days off must be scheduled. At least two (2) days off must be consecutive. The remaining two (2) days off may be split.
 - (f) The nursing schedule will be posted by the fifteenth day of the preceding month and will cover a one (1) month period. Requests for changes in posted time schedules, must be submitted for approval in writing to the Director of Nursing, or her designate, and must be co-signed by the nurse willing to change days off or days of work.

- (g) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's. The foregoing shall not apply unless the nurse has been scheduled to work weekends and paid holidays over Christmas and/or New Year's. The scheduling regulations listed in Article F.1 (g) may be waived between December 15th and January 15th.

For the purposes of this clause, Christmas shall include December 24th, December 25th and December 26th and New Year's shall include December 31st and January 1st.

If more nurses request a specific time period than can have it, time will be scheduled so that nurses are given the opposite time to what they received the year before.

- (h) Requests for specific days off must be submitted in writing no less than two (2) weeks in advance of the posting date of the schedule which covers the requested time off. Nurses will be advised in writing, within five (5) days of receipt of the request, whether or not the request is granted.

F.2 Nurses working in the Hospital, Home Care or the Nakina Clinic will not be scheduled to work in another section of the Employer's operation unless they so request it and the Hospital approves it.

F.3 The night shift shall be considered the first shift of the day.

F.4 Regular Part-time Commitment

A regular part-time nurse shall make a written commitment to be available to be scheduled to work as follows:

- (i) at least two (2) tours per week;
- (ii) over either Christmas or New Year's;
- (iii) at least one (1) weekend in four (4);
- (iv) during eleven (11) months of the year;

All other part-time nurses shall be casual.

F.5 (i) Nurses are to be paid one (1) hour's pay per visit (includes charting and in-town travel time).

- (ii) Nurses will continue to be able to charge co-ordinating hours and administrative hours.
- (iii) It is the nurse's responsibility to get herself to the office to which she is usually assigned to begin her work day. Between town travel time during the nurse's work day will be compensated by the Hospital.
- (iv) A nurse who reports to work as scheduled shall receive a minimum of one (1) hour's pay.
- (v) A nurse shall receive at least sixteen (16) hours cancellation notice, otherwise she shall receive one (1) hour's pay.
- (vi) Part-time nurses shall be paid overtime for all hours worked in excess of seventy-five (75) hours in a two (2) week period.

ARTICLE G - VACATIONS

- G.1 The vacation year shall be from April 1st in any year to March 31st of the following year. The date for determining vacation entitlement shall be the March 31st prior to the vacation year.
- G.2 Subject to G.4 vacations may be taken at any time of the year and will be scheduled as follows:
 - (i) vacation request lists including the amount of vacation owing to each nurse shall be posted in each area on April 1st of each year and remain posted until May 1st. Nurses will write their requests for vacation time off in the vacation year on the posted list. Vacation requests in the Hospital, Home Care and the Nakina Clinic areas will be separate from each other area. A list of approved vacations will be posted in each area no later than May 15th of each year. In cases of conflict, seniority will govern. It is understood that the Hospital may set reasonable limits regarding the number of nurses off on vacation at one time;
 - (ii) vacations requested on or after May 1st in any year will be granted on a first come basis- Vacation requests will be submitted in writing on later than six (6) weeks prior

to the time requested, except in unusual circumstances. The Hospital will reply in writing within one (1) week of receipt of the request ;

(iii) vacation may be commenced on any day of the week; and

(iv) vacations must be taken in periods of not less than five (5) consecutive working days.

G.3 Vacations may not normally be accumulated from one (1) year to the next but must be taken each vacation year unless otherwise arranged with the immediate supervisor and the Chief Executive Officer.

G.4 Vacation will only be granted during the Christmas and New Year's holiday period (December 15th to January 15th) provided the Hospital is adequately staffed during this period.

G.5 Prior to leaving on vacation, a nurse shall be notified of the date and tour on which she will be required to report for work following her vacation or such information shall be on the posted schedule prior to leaving on vacation.

G.6 Part-time vacation pay will be paid on a bi-weekly basis.

G.7 Regular part-time nurses who have completed sufficient years of equivalent service to be entitled to more than four (4) weeks of vacation time off (in accordance with the full-time qualification levels in 16.01 Full-Time Central Agreement) will be entitled to the greater amount of vacation time off without pay (inclusive of the period provided in Article F.4 (iv)).

ARTICLE H - PAID HOLIDAYS

H.1 In accordance with the Central Agreement, the following are designated as holidays:

New Year's Day	Labour Day
3rd Monday in February	Thanksgiving Day
Good Friday	Easter Monday
Remembrance Day	Victoria Day
Christmas Day	Canada Day (July 1st)
Boxing Day	Civic Holiday

H.2 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday where the majority of

hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

- H.3 If a part-time nurse is scheduled to work the weekend of a paid holiday, the Hospital shall endeavour to schedule her to work the paid holiday.

ARTICLE I - JOB-SHARING

If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- I.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis.
- I.2 Total hours worked by the job-sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse on the Unit.
- I.3 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- I.4 Each job-sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- I.5 The job-sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- I.6 Coverage
- It is expected that both job-sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.
- I.7 Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

In the event that one (1) member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit Supervisor,

but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

I.8 Implementation

- (a) 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 Agreements.
- (b) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

I.9 If one (1) of the job-sharers leaves the arrangement, her position will be posted. If there is not successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

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DATED at Geraldton, Ontario, this day of , 1992.

FOR THE HOSPITAL

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN :

GERALDTON DISTRICT HOSPITAL INC.
(hereinafter called the "Hospital")

AND:

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

RE: THE APPLICATION OF ARTICLE 14.13 - FULL-TIME AND 14.12 - PART-TIME

The parties agree that the evening shift, including a 15 minute tag end for reporting purposes, ends at 0015. The parties further agree that so long as this circumstance continues to operate, a nurse leaving the Hospital at this normal end of shift time will not be entitled to claim under Article 14.13 Full-Time or 14.12 Part-Time of the Central Agreements.

A nurse who works overtime at the end of the evening shift would still be entitled to benefit under the above clauses.

DATED at Geraldton, Ontario, this day of , 1992.

FOR THE HOSPITAL

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(hereinafter called the "Hospital")

AND:

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

The parties agree that the following regular part-time nurses presently take part in the Hospital Group Benefit Programme (excluding pension) :

OK

Pauline Taphorn

These nurses will be entitled to remain in the benefit group on the following conditions:

1. The nurse is responsible for paying 100% of the billed premiums.
2. These premium payments must be paid to the Hospital in advance of the Hospital being required to pay the insurer, (The Hospital will advise the nurses of the due dates for premiums),
3. Failure to pay the Hospital by the required date will automatically terminate the benefit(s) at the end of the period for which the nurse has already paid.

DATED at Geraldton, Ontario, this day of , 1992.

TOR THE HOSPITAL

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(hereinafter called the "Hospital")

AND:

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

RE: CHANGEOVER FROM DAYLIGHT SAVING TIME TO STANDARD TIME AND VICE
VERSA

The parties agree that when the changeover from Standard Time to Daylight Saving Time occurs, the nurses working the shift when the change occurs shall be paid for seven and one-half (7½) hours for the regular (6½) tour. Similarly, when the changeover from Daylight Saving Time to Standard Time occurs, the affected nurses will be paid for seven and one-half (7½) hours for the regular (8½ hour) tour.

DATED at Geraldton, Ontario, *this* day of , 1992.

FOR THE HOSPITAL

FOR THE ASSOCIATION

