

SOURCE	ONA		
Wages EFF.	91	04	01
TERM.	93	03	31
No. OF EMPLOYEES	86		
NOMERE D'EMPLOYÉS	86		

COLLECTIVE AGREEMENT

BETWEEN

THE WHITBY GENERAL HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

PART-TIME

April 1, 1991 - March 31, 1993

MAY 14 1992

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ARTICLE 20 - SUPERIOR CONDITIONS

20.01 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

It is, however, hereby confirmed that where such references are made to existing Superior Conditions that they refer to conditions existing prior to October 23, 1981.

ARTI 21 - DURATION

21.01 This Agreement shall continue in effect until March 31, 1993 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

21.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

21.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

21.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 22 - LIST OF APPENDICES

22.01 Attached hereto and forming part of this Agreement are the following appendices:

- Appendix 1 - O.N.A. Grievance Form
- Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons
- Appendix 3 - Salary Schedule
- Appendix 4 - Superior Conditions -If Any
- Appendix 5 - Appendix of Local Provisions

ARTICLE 23 - LAYOFF DISPUTE

23.01 The parties have agreed to submit their dispute concerning Employers' proposal #5 with regards to layoff procedures to binding interest arbitration in accordance with the Hospital Labour Disputes Arbitration Act. It is understood that this Agreement will be amended to incorporate new or amended provisions that may result from the arbitration award.

Signed at Whitby, Ontario, this 26 day of February, 1993.

FOR THE HOSPITAL

Saile Calder  
Gloria A. Tack  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

[Signature] RN  
BAA Brenda Murray  
Doreen Mednick OJA  
\_\_\_\_\_

LOCAL ISSUES

BETWEEN

THE WHITBY GENERAL HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

PART-TIME

April 1, 1991 - March 31, 1993

APPENDIX 3

Registered Nurse

	<u>April 1/91</u>	<u>October 1/91</u>	<u>April 1/92</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Monthly</u>
Start	16.81	16.81	16.81
After 1 year	17.71	17.71	17.71
After 2 years	18.10	18.10	18.46
After 3 years	18.97	18.97	19.49
After 4 years	19.74	20.00	20.51
After 5 years	20.51	20.77	21.54
After 6 years	21.28	21.54	22.82
After 7 years	22.05	22.56	24.10
After 8 years	22.82	23.59	25.38
After 9 years	23.59	24.62	26.67

Senior Team Leader

Start	17.70	17.70	17.70
After 1 year	18.59	18.59	18.59
After 2 years	19.01	19.01	19.38
After 3 years	19.91	19.91	20.46
After 4 years	20.73	21.00	21.54
After 5 years	21.54	21.81	22.62
After 6 years	22.35	22.62	23.96
After 7 years	23.14	23.68	25.29
After 8 years	23.97	24.78	26.66
After 9 years	24.77	25.85	28.00

Co-ordinator

Start	18.49	18.49	18.49
After 1 year	19.48	19.48	19.48
After 2 years	19.91	19.91	20.31
After 3 years	20.87	20.87	21.44
After 4 years	21.72	22.00	22.57
After 5 years	22.57	22.86	23.70
After 6 years	23.41	23.70	25.11
After 7 years	24.25	24.82	26.51
After 8 years	25.10	25.95	27.92
After 9 years	25.95	27.08	29.33

Graduate Nurse

Graduate nurses shall be paid at rates seventy dollars (\$70.00) less than the rates paid to Registered Nurses at equivalent levels on the grid.

APPENDIX 5ARTICLE A - RECOGNITION

- A. 1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Whitby General Hospital, regularly employed for not more than twenty-four (24) hours per week, save and except Nurse Managers, persons above the rank of Nurse Manager, Discharge planner and Staff Education Co-ordinator.
- A. 2 The word "nurses" when used in this Agreement shall mean persons included in the above-described bargaining unit.
- A. 3 Wherever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires. Where the singular is used, it may also be deemed to mean the plural.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association recognizes that the Management at the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain within the Hospital, except as specifically limited by 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, classify, transfer, promote, demote, lay off, re-call and suspend or otherwise discipline nurses provided that a claim by a nurse that she has been discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) establish, alter and enforce rules and regulations to be observed by the nurses;
  - (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of nurses required from time to time, the services to be performed, standards of performance of all employees, work assignments, the hours of work, and all other rights and responsibilities of Management, not specifically modified elsewhere in this Agreement.

- B.2 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE C - DEFINITION AND GRADUATE NURSES

- C.1 The pre-determined basis upon which the commitment to be available referred to in Article 2.04 requires that the regular part-time nurse comply with the following requirements:
- i) that she work a minimum of every other weekend; and
  - ii) that she be available to work at least two (2) different shifts.

ARTICLE D - ASSOCIATION SECURITY

- D.1 The interview of newly-hired nurses as required by Article 5.06 will take place during the Hospital's orientation period of a new employee and shall not exceed fifteen (15) minutes.
- D.2 Seniority for part-time nurses shall be based on hours worked from date of last hire. It is recognized that fifteen hundred (1500) hours worked equals one (1) year of full-time service.

ARTICLE E - REPRESENTATION AND I

E.1 Nurse Representatives

- (a) As provided for in Article 6.01 (a) there shall be five (5) nurse representatives, including full-time and part-time nurses, from different areas of the Hospital.

There shall be no more than one nurse representative for each unit with no more than two (2) representatives from any one area.

E.2 Grievance Committee

As provided for in Article 6.01 (b), there shall be a Grievance Committee composed of no more than three (3) nurses, including full-time and part-time nurses.

E.3 Negotiating Committee

As provided for in Article 6.03 (a), there shall be a Negotiating Committee composed of no more than three (3) nurses, including full-time and part-time nurses.

E.4 Hospital - Association Committee

As provided for in the Article 6.02 (a), in addition to the Local President, two (2) nurses may be appointed to act on behalf of the Local Association along with an equal number of representatives from the Hospital.

E.5 The Association will provide the Employer with the names of its representatives and any changes thereto.

E.6 A list of representatives of the Association will be posted on all units within the Hospital,

ARTICLE F - SENIORITY

F.1 The posting and filing with the Association of the seniority list for full-time/part-time nurses, as provided for in Article 10.02, shall be in September and March of each year. In addition, an up-to-date seniority list shall be provided wherever there is a lay-off in excess of five (5) consecutive tours. Lists shall be posted as well as one being filed with the Association.

ARTICLE G - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

G.1 When a written request as provided for in Article 11.02 is made by the Association, the Hospital will grant leaves of absence for Association business subject to the following limitations:

- i) The total number of days for all such leaves shall not exceed twenty-five (25) days per year inclusive of both full-time and part-time bargaining units.
- ii) No more than two (2) nurses shall be absent at any one time, except where otherwise provided for in this Collective Agreement,
- iii) No more than one (1) nurse from any one area shall be absent at any one time, except where otherwise provided for in this Collective Agreement.
- iv) The Association will provide the Hospital with four (4) weeks written notice of request for such leave,

ARTICLE H - HOURS OF WORK

H.1 The scheduling of the relief periods as provided for in Article 12.01(b) shall be the responsibility of the Employer, The two (2) relief periods may be combined into one (1) relief period by the Employer.



H.2

A meal period as provided for in Article 12.01 (a) (i) shall be scheduled away from her unit (except in the case of an emergency) during the nurse's tour.

H.3

### Scheduling Objectives

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules:

- (a) Nurses shall be scheduled off three (3) out of every six (6) weekends and no nurse shall be scheduled to work more than two (2) consecutive weekends. A nurse will receive premium payment, as defined in the Central Agreement for all hours worked on a third (3rd) and subsequent weekends save and except where:
  - i) A weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) a nurse has requested such weekend work; or
  - iii) a weekend is worked as the result of an exchange of shift with another nurse.
- (b) There shall be no split tours.
- (c) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season, except:
  - i) in areas which are not normally required to work on weekends and statutory holidays; or
  - ii) where less than five (5) consecutive days is mutually agreed by the nurse and the Hospital.

The scheduling objectives will not operate during the period December 15th to January 15th. However, the Hospital will make every effort to return nurses to their regular schedule as early as possible. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day, unless otherwise mutually agreed. The Hospital will post that schedule six (6) weeks prior to December 15th.

Nurses will be scheduled on a rotating basis to work Christmas or New Year's; subject to maintaining adequate and qualified staffing.

- (d) Nurses will not be scheduled to work more than seven (7) consecutive tours, unless mutually agreed to by the nurse and the Hospital.
- (e) Schedules will be posted two (2) weeks in advance for a six (6) week period.
- (f) Requests for changes in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange days off or tours. Such change in tour initiated by a nurse and approved by the Hospital shall not result in any overtime payment to either nurse. The Hospital will make every reasonable attempt to grant such request.
- (g) There shall be a minimum of sixteen (16) hours between changes of tour, unless the Hospital and nurse mutually agree otherwise.
- (h) The Hospital shall schedule at least forty-eight (48) hours off following the completion of a night tour, unless mutually agreed otherwise.
- (i) The day shift shall be the first shift of the day.

#### H.4 Weekends

A weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day or evening tour until the commencement of the Monday day tour.

#### H.5 Extended Tours

- (a) Extended tours shall be introduced into any unit when:
  - i) eighty percent (80%) in the unit so indicate by secret ballot; and
  - ii) the Hospital agrees to implement extended tours which agreement may not be withheld except for reasons including but not limited to:
    - economics
    - adverse effects on patient care
    - the Hospital's inability to provide a workable staffing schedule.

In no case shall the Hospital's agreement be arbitrarily or unreasonably withheld.

- (b) Extended tours may be discontinued in any unit when:

- i) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
- ii) the Hospital determines to do so for reasons including but not limited to:
  - economics
  - adverse effects on patient care
  - the Hospital's inability to provide a workable staffing schedule.

In no case shall the Hospital's determination be made in an arbitrary or unreasonable manner.

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

#### ARTICLE I - PAID HOLIDAYS

- I.1 The paid holidays provided for in Article 15.01 shall be the following:

New Year's Day (Jan. 1st)	2nd Monday in February
Good Friday	Victoria Day
2nd Monday in June	Canada Day (July 1st)
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day (Dec. 25th)
Boxing Day (Dec. 26th)	2nd Monday in November

- I.2 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, 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.

- I.3 Where a nurse is scheduled to work on a weekend which is in conjunction with a paid holiday which falls on a Friday or a Monday, she will be scheduled to work on the holiday where possible. Similarly, where a nurse is scheduled off work on a weekend which is in conjunction with a paid holiday which falls on a Friday or a Monday, she will be scheduled off on the holiday where possible.

ARTICLE J - VACATIONS

- J.1 (a) Vacations may be taken at any time within the vacation year (between June 1st and May 31st) except not between December 15 and January 15, that is mutually acceptable to the parties. Vacations are not cumulative and cannot be carried over to the next vacation year.
- (b) i) A vacation request form shall be posted in each unit by January 31 of each year. Each nurse should request her vacation by March 31. Requests for vacation shall be submitted in writing. Vacation schedules for the summer period should be posted by May 15th.
- ii) In the event of scheduling conflicts resulting from requests submitted in accordance with the provisions of Article J.1(b) (i), seniority shall govern.
- (c) All vacation requests made after March 31 shall be made in accordance with the following provisions:
- i) Such requests must be in writing and made at least four (4) weeks prior to the time when the vacation is required. Acknowledgement will be given within two (2) working days of such request, and a reply will be given within seven (7) days of such request.
- ii) In cases of conflict where a request is made after March 31, vacations will be scheduled on a first come/first serve basis.
- (d) Nurses shall be entitled to no more than three (3) consecutive weeks of vacation at one (1) time. (Exception: no more than two (2) consecutive weeks in July and August). Notwithstanding the foregoing, the Hospital agrees to give consideration to individual requests for more than three (3) weeks in special circumstances. Such requests shall not be unreasonably denied.
- (e) The present practice of limiting the number of nurses on vacation from a particular area at any one (1) time shall be continued as follows:
- i) Operating Room - not more than one (1) Registered Nurse both full-time and part-time;
- ii) Emergency - not more than two (2) Registered Nurses both full-time and part-time;

- iii) 3A and 3B - not more than two (2) full-time and two (2) part-time for a total of four (4) Registered Nurses from either unit;
- iv) 2A - up to two (2) Registered Nurses, including full-time and part-time, subject to the vacation scheduling of other employees on the unit.

Requests for vacation which exceed the limits specified above, shall be considered by the Hospital and subject to staffing requirements shall not be unreasonably denied.

- J.2 A week of vacation for part-time nurses shall be defined as the number of days which the nurse would have regularly worked during the week she is unavailable.
- J.3 When a nurse's schedule is changed while she is off work on vacation the Hospital shall endeavour to advise the nurse of such change.
- J.4 The Hospital agrees to provide a nurse with the weekend off preceding and immediately following a vacation period once during each year.
- J.5 Single vacation days or multiples thereof may be taken where requested in writing and approved by management. Such requests shall not be unreasonably denied.

#### ARTICLE K - BULLETIN BOARDS

- K.1 The Hospital will provide a bulletin board for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. The Hospital shall also provide space for the Association to post notices of meetings on the bulletin boards on each nursing unit/department. All such notices must be signed by a member of the Association executive and either the Executive Director, Assistant Executive Director Patient Services, or Director of Human Resources prior to being posted.

#### ARTICLE L - MISCELLANEOUS

- L.1 A copy of this Agreement, in a mutually agreed upon form, will be issued to each nurse now employed and as employed. The costs of the reproduction of the Collective Agreement shall be borne equally by the parties.

## L.2

Pre-paid Leave

The number of nurses that may be absent at any one time as provided for in Article 11.11 (c) will be one nurse per unit (inclusive of full-time and part-time bargaining units).

ARTICLE M - JOB-SHARING

## M.1

Purpose

The job sharing program has been developed to:

1. Provide part-time staff with a rotation which has regular, consistent hours.
2. Provide the Hospital with well qualified staff who are unable to make a full-time commitment,

## M.2

Introduction and Discontinuance

The introduction of a job sharing arrangement in a nursing unit will be subject to mutual agreement between the Association and the Hospital. However, the Hospital shall have the right to determine the number of job sharing arrangements on any unit at one time.

The initial job sharing arrangement will be trialed for a period of three (3) months and the experience reviewed by the Association and the Hospital. If, at the end of the three month period, the Hospital and/or nurse(s) wish to terminate a job sharing arrangement, it shall be terminated immediately. If this occurs, the position will revert to a full-time position and both nurses will revert to their former status.

Either party may discontinue the job sharing arrangement with sixty (60) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within 15 days to discuss the discontinuance. It is understood that at such meeting, reasons for the discontinuance will be provided.

## M.3

Procedure

1. Staff members seeking a job sharing position must submit a written application to the relevant nurse manager.
2. Vacancies resulting from the introduction or discontinuance of a job sharing arrangement shall be posted and filled in accordance with the provisions of paragraph 3 of Article 20.01 of the Part-time Collective Agreement and 20.03 of the Full-time Collective Agreement.

3. When a full-time nurse who occupies the position that is to be changed to a job sharing arrangement elects to be classified as a regular part-time nurse for that job sharing arrangement, her position will not be posted but the other regular part-time position constituting the job arrangement will be posted,
4. The job sharers will submit their mutually agreed upon schedule to the Nurse Manager six (6) weeks prior to the posting of the regular time sheet.
5. Should one job sharing partner transfer or terminate, the remaining partner shall continue her own schedule for a maximum of six (6) weeks from the effective date of the transfer or termination. The vacancy created will be posted. If no replacement partner is recruited, the remaining partner will have the option of continuing in the full-time position. If she does not wish to continue full-time, she will revert to regular part-time status.
6. Posted schedules for the job sharers shall be based on the schedule that would apply to a full-time nurse holding that position. Such schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
7. Total hours worked by the two (2) job-sharers shall be equal to one (1) full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two (2) nurses.
8. Each job-sharer may exchange shifts with her partner, as well as with other nurses, in accordance with the Collective Agreement.

It is further understood that with short notice exchanges, the Hospital will be notified.

9. As a general rule, job-sharers must be prepared to cover each others incidental illnesses and vacation. However, where one (1) job-sharer cannot cover the other shift, due to circumstances beyond her control, she shall notify the Nurse Manager or her designate and the Hospital shall assume responsibility for filling the shift.

In the event of one (1) job-sharer going on a leave of absence, the other job-sharer must be prepared to cover the absent partner's shifts, however, where the covering nurse can demonstrate special circumstances which prevent her from covering the

leave of absence, the Hospital will assume responsibility for covering the shifts.

10. Job-sharers will not be required to work in total more paid holidays than would one full-time nurse, unless mutually agreed otherwise.

M.4 Schedules will conform with Article H of the full-time Collective Agreement.

M.5 Each nurse in a job sharing arrangement will be scheduled off work for not less than (5) consecutive days at either Christmas or New Year's season subject to the exceptions set out in Article H.3 (c) (i) and (ii) of the full-time Collective Agreement.

ARTICLE N - OCCUPATIONAL HEALTH & SAFETY

N.1 The Hospital shall notify the Association, in writing, within three (3) working days of any nurse who has been assaulted or injured in the line of work,

Signed at Whitby, Ontario this 26 day of February 1992.

FOR THE HOSPITAL

Saile Calder  
Gloria A. Tuck  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

[Signature]  
Brenda Munay  
Beverly Breckin OWA  
\_\_\_\_\_  
\_\_\_\_\_



LETTER OF UNDERSTANDING

Between

WHITBY GENERAL HOSPITAL  
(Hereinafter referred to as the "Employer")

and

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

The parties agree to abide by the decision of the LOCAL Arbitration Board on the following issues:

Re: Modified Work

1. The Hospital will notify the President of the Local Association of the names of all nurses off work due to a work related injury (whether or not the nurse is in receipt of WCB Benefits) and those on LTD by the fifteenth (15) of each month.
2. Prior to any nurse returning to work on a modified/light/alternate work program, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and/or members of the local executive to negotiate a back-to-work program for the nurse.
3. The Employer agrees to supply the Union with a copy of the Workers' Compensation Form 7 (Employer's report of Accidental Injury or Industrial Disease) at least twenty-four (24) hours prior to it being sent to the Board. The Union shall be given an opportunity to meet with the Employer to discuss any errors or omissions found in the Form 7.
4. The Employer agrees that every employee who suffers illness or injury by an accident arising out of and in the course of employment (within the meaning of the Workers' Compensation Act), shall be reinstated in the position he or she held on the date of injury or illness, or provided with alternate employment of a nature and at earnings comparable to the employee's employment on that date. The Employer agrees further to modify the job, if necessary, to comply with the employee's capabilities.
5. On receiving notification from the Workers' Compensation Board that a worker is able to perform modified work, the Employer will pay the worker what he/she was receiving and temporary total benefits from the Workers' Compensation Board until such time as a suitable job is found for the worker.

DATED AT Whitby, Ontario this 26 day of February, 1991.

FOR  
WHITBY GENERAL HOSPITAL

Saile Calder  
Maria A. Mich  
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\_\_\_\_\_

FOR  
ONTARIO NURSES' ASSOCIATION

Allen <sup>R.N.</sup>  
Brenda C Murray  
Kennedy Medication A  
\_\_\_\_\_