

SOURCE	ONIA
WAGES EFF.	93 04 01
TERM.	96 03 31
No. OF EMPLOYEES	7
NOMBRE D'EMPLOYÉS	89

**COLLECTIVE AGREEMENT**

- between -

**HORNEPAYNE COMMUNITY HOSPITAL**  
(hereinafter referred to as "the Hospital")

- and -

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

*090043*

**PART-TIME**

**EXPIRY MARCH 31, 1996**

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APPENDIX 3

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COMPENSATION - PART-TIME NURSES

INSERVICE CO-ORDINATOR

Effective April 1, 1993

Effective January 1, 1994

	<u>HOURLY</u>	<u>HOURLY</u>
START	\$18.22	\$18.51
1 YEAR	19.17	19.47
2 YEARS	20.01	20.31
3 YEARS	20.87	21.16
4 YEARS	22.14	22.43
5 YEARS	23.26	23.56
6 YEARS	24.60	24.90
7 YEARS	25.98	26.27
8 YEARS	27.34	27.64
9 YEARS	28.71	29.01

Effective January 1, 1995

Effective January 1, 1996

	<u>HOURLY</u>	<u>HOURLY</u>
START	\$18.81	\$19.11
1 YEAR	19.77	20.06
2 YEARS	20.61	20.90
3 YEARS	21.46	21.76
4 YEARS	22.73	23.03
5 YEARS	23.86	24.16
6 YEARS	25.19	25.49
7 YEARS	26.57	26.87
8 YEARS	27.94	28.24
9 YEARS	29.31	29.61

HORNEPAYNE COMMUNITY HOSPITAL  
COMPENSATION - PART-TIME NURSES

IST NURSE

Effective April 1, 1993

Effective January 1, 1994

	<u>HOURLY</u>	<u>HOURLY</u>
START	\$17.10	\$17.38
1 YEAR	18.00	18.28
2 YEARS	18.75	19.03
3 YEARS	19.78	20.06
4 YEARS	20.80	21.08
5 YEARS	21.83	22.11
6 YEARS	23.11	23.39
7 YEARS	24.39	24.67
8 YEARS	25.67	25.95
9 YEARS	26.96	27.24

Effective January 1, 1995

Effective January 1, 1996

	<u>HOURLY</u>	<u>HOURLY</u>
START	\$17.66	\$17.94
1 YEAR	18.56	18.84
2 YEARS	19.31	19.59
3 YEARS	20.34	20.62
4 YEARS	21.36	21.64
5 YEARS	22.39	22.67
6 YEARS	23.67	23.95
7 YEARS	24.95	25.23
8 YEARS	26.23	26.51
9 YEARS	27.52	27.80

HORNEPAYNE COMMUNITY HOSPITAL  
COMPENSATION - PART-TIME NURSES

GRADUATE NURSE

Effective April 1, 1993

Effective January 1, 1994

	<u>HOURLY</u>	<u>HOURLY</u>
START	\$16.46	\$16.73
1 YEAR	17.30	17.57
2 YEARS	18.05	18.32
3 YEARS	19.02	19.29
4 YEARS	20.01	20.28
5 YEARS	21.01	21.28
6 YEARS	22.22	22.49
7 YEARS	23.46	23.73
8 YEARS	24.69	24.96
9 YEARS	25.93	26.20

Effective January 1, 1995

Effective January 1, 1996

	<u>HOURLY</u>	<u>HOURLY</u>
START	\$16.99	\$17.26
1 YEAR	17.84	18.11
2 YEARS	18.59	18.86
3 YEARS	19.56	19.83
4 YEARS	20.54	20.81
5 YEARS	21.55	21.82
6 YEARS	22.76	23.03
7 YEARS	24.00	24.26
8 YEARS	25.23	25.50
9 YEARS	26.47	26.74

APPENDIX 4

NE COMMUNITY HOSPITAL

SUPERIOR CONDITIONS

1. Ambulance Escort

The Hospital will continue its present practice of paying the appropriate overtime rate for all hours over seven and one-half (7-1/2) hours that a nurse is assigned to provide patient care for a patient in transit, including hours spent in return travel, less eight (8) hours at straight time, for sleep, if an overnight stop is required.

2. Vacations (will apply to nurses hired prior to the date of ratification)

All part-time nurses shall be entitled to time off (without pay) based on length of continuous service as of March 31st in any year as follows:

- (a) Part-time nurses who have completed less than one (1) year of continuous service shall be entitled to vacation time off of 1.67 days per month of continuous service.
- (b) Part-time nurses who have completed one (1) or more years of continuous service shall be entitled to an annual vacation time off of four (4) weeks.
- (c) Vacation pay for part-time nurses who were employed by the Employer prior to the date of ratification shall be calculated on the following basis:
  - (i) A part-time nurse who has completed less than one year of continuous service shall receive vacation pay on a pro rata basis of eight percent (8%).
  - (ii) A part-time nurse who has completed one or more years of continuous service shall receive vacation pay of eight percent (8%).

3. Designated Holidays

The following shall be designated as holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday (1st Monday in August)	

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

**BETWEEN:**

**HORNEPAYNE COMMUNITY HOSPITAL**  
(hereinafter referred to as the "Employer")

**AND:**

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

PART-TIME

ARTICLE A • RECOGNITION

- A.1 The Hospital recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all graduate and registered nurses employed in a nursing capacity by Hornepayne Community Hospital in Hornepayne, Ontario, who are regularly employed for not more than twenty-four (24) hours per week, save and except the Director of Nursing, Assistant Director of Nursing and persons above the rank of Assistant Director of Nursing.

ARTICLE B • DEFINITIONS

- B.1 "Tour" is synonymous with the word "shift".

ARTICLE C • MANAGEMENT RIGHTS

- C.1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively with the Hospital, and shall remain with the Hospital except as specifically limited by this Agreement and, without restricting the generality of the foregoing, it is the exclusive function of the Hospital to:

- (a) maintain order, efficiency and discipline;
- (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall, 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

(c) establish, alter and enforce reasonable 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.

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

#### ARTICLE D - COMMITTEES AND REPRESENTATIVES

##### D.1 Nurse Representative

The Employer acknowledges the right of the employees to elect or appoint two (2) nurse representatives.

##### D.2 Grievance Committee

The Employer will recognize a Grievance Committee consisting of two (2) nurse representatives.

##### D.3 Negotiating Committee

The Employer will recognize a Negotiating Committee consisting of two (2) nurse representatives,

##### D.4 Hospital-Association Committee

The Employer will recognize a Hospital-Association Committee consisting of three (3) nurse representatives.

D.5 It is understood that one Grievance Committee, Negotiating Committee and Hospital-Association Committee as set out in this Article shall represent both the full-time and part-time bargaining units.

#### ARTICLE E - ASSOCIATION ~~AND~~ ERV ~~AND~~ W

E.1 The interview period provided for in Article 5.06 will normally be scheduled in the first month of the nurse's formal orientation period.

#### ARTICLE F - SENIORITY LIST

F.1 The seniority list shall be provided to the Association on or before April 1st and October 1st of each year.

## ARTICLE G - ARBITRATION BOARD HEARINGS

G.1 Arbitrations shall be heard at Hornepayne, Ontario, or at such other places as may be agreed upon by the Association and the Employer.

## ARTICLE H - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

H.1 As provided for in the Central Agreement, the cumulative total leave of absence for Association business shall be forty (40) days (including both full-time and part-time nurses) during the calendar year subject to the following conditions:

- (1) The Association will notify the Hospital in writing at least three (3) weeks in advance of the requested leave, where reasonably possible to.
- (2) No more than two (2) nurses shall be absent at any one time.
- (3) Such Leave will not be unreasonably denied.

## ARTICLE I - MISCELLANEOUS

I.1 The Hospital will provide a bulletin board for the purpose of posting notices by the Association. Such notices must be submitted to and approved by the Administrator or his designate, prior to posting. Such approval will not be unreasonably withheld.

## ARTICLE J - SCHEDULING

- J.1 Tours of duty schedules and days off will be posted at least four (4) weeks in advance.
- J.2 Except with the consent of the employee, the Employer will schedule at least one weekend off in three (3). A nurse will receive premium pay as provided in Article 14.03 for all hours worked on a third (3rd) consecutive 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 shifts with another nurse.
- J.3 At least two (2) consecutive tours of duty shall be scheduled off between tours of duty.



4 Nurses will be scheduled five (5) days off at either Christmas or New Year's. The scheduling of Christmas or New Year's off will be alternated from years to year so that a nurse who has Christmas off in one year will have New Year's off in the next year and vice versa.

J.5 A regularly scheduled part-time nurse shall make a commitment to be available to be scheduled as follows:

1. at least two tours per week on a 7.5 hour schedule or 33.75 hours in a pay period on a 11.25 hour schedule;
2. over either Christmas or New Year's;
3. at least two weekends in three (3);
4. during ten and three-quarter (10<sup>3</sup>/<sub>4</sub>) months of the year.

All other part-time nurses shall be casual.

J.6 The Employer will make every reasonable effort to schedule forty-eight (48) hours off to the nurse on the completion of night duty.

J.7 The scheduling of casual part-time nurses shall be governed by seniority.

J.8 (a) The Employer agrees to schedule regular part-time nurses according to their commitment on the posted schedule on that unit.

(b) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses provided that no nurse will exceed her commitment as a result of being offered such extra tours where there are regular part-time nurses who have not been offered their commitment of shifts.

(c) Where all regular part-time nurses have been given the opportunity to work up to their committed tours in that pay period, extra tours will then be offered to regular part-time nurses on the basis of seniority.

(d) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority.

#### ARTICLE K - VACATIONS

K.1 The vacation year is April 1st to March 31st of each year and the date for determining vacation entitlement is March 31st.

- K.2 Summer vacation time must be selected by April 15th. Vacation time schedules will be posted by May 31st and will not be changed following that time without the consent of the nurse, except in extenuating circumstances. The Director of Nursing may grant requests submitted other than in accordance with this clause.
- K.3 In the event of a conflict between two (2) nurses as to the timing of vacation, seniority shall govern. However, once a nurse has indicated a preferred vacation period, she may not then exercise her seniority rights to change the stated period.
- K.4 There shall be no carrying over of annual vacation. However, the Director of Nursing may authorize the carry over of up to one-half ( $\frac{1}{2}$ ) the annual entitlement.

#### ARTICLE L - DESIGNATED HOLIDAYS

- L.1 All part-time nurses shall be entitled to the following designated holidays:

New Year's Day - January 1  
2nd Monday in February  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day - July 1  
Civic Holiday (1st Monday in August)  
Labour Day  
Thanksgiving Day  
Christmas Day - December 25  
Boxing Day - December 26

- L.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.

#### ARTICLE M - PRE-PAID LEAVE PLAN

- M.1 Effective April 1, 1989 and with reference to the provisions of the central agreement one nurse from the Hospital (one from either of the full-time or part-time bargaining units, but not one from both) shall be eligible to enter the pre-paid leave plan each year.

The parties further agree that no more than one nurse from the Hospital may be absent on the pre-paid leave at any one time.

#### ARTICLE N - UNIFORM ALLOWANCE

- N.1 1. The Hospital shall provide a uniform allowance. Each part-time nurse shall receive a uniform allowance on a

2. The Hospital shall continue to provide scrub gowns and lab coats to those nursing areas that presently have them provided.

#### ARTICLE O - WORK RELATED INJURY

- O.1 1. The Hospital will inform the Association in writing within seventy-two (72) hours of receiving written notification from a nurse who has been assaulted while performing her work.

#### ART P - COM O 10 IF D WORK PROGRAMME

- P.1 1. 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 and those on LTD if requested to do so by the nurse/nurses affected.
2. Prior to any nurse returning to work on a modified/light/alternate work programme, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and members of the local executive to discuss a back to work programme for the nurse.
  3. The Employer agrees to supply the Union with a copy of the Workers' Compensation Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at the same time as it is sent to the Board. The Union shall be given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.

#### ARTICLE O - JOB SHARING

- Q.1 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:
1. Job sharing request with regard to full-time positions shall be considered on an individual basis.
  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 Director of Nursing.
  3. The above schedules shall conform with the scheduling provisions of the full-time collective agreement.
  4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.

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.

6. Coverage:

(a) 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 Director of Nursing must be notified to book coverage. Job sharers are not required to cover their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreement:

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

Implementation:

7. 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.

8. 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.

9. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to 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



UTTER OF UNDERSTANDIN

- between -

HORNEPAYNE COMMUNITY HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

The parties agree to introduce extended tours for a **three** (3) month trial period, which **may** be extended to a **six** (6) month trial period if the parties agree.

**The** following language shall govern the trial period. (see attached)

Following the six (6) month trial period, there shall be a second vote by the nurses to determine if extended tours will continue. 4.(a) on the attached document will determine the voting procedure.

The Employer will meet with the Association following the trial period to negotiate scheduling regulations if the extended tours continue after the trial period.

3.75 hour tours may be scheduled by mutual agreement between the employer and the nurses.

DATED AT Timmins, ONTARIO, THIS 20th DAY OF July, 1995.

FOR THE HOSPITAL

Cheryl P. Brown  
Lisa Verrino  
Nicole Halz

FOR THE ASSOCIATION

Una Cairney  
Judy Mac  
Donna Maden

.nenurses and the employer will co-operate to develop a schedule which will endeavour to meet the following criteria.

11.25 Hour Tours

- (1) No more than three (3) consecutive days or nights of work will be scheduled.
- (2) Every second weekend shall be scheduled off.
- (3) At least fifty percent (50%) of a nurse's tours will be scheduled on the day shift. The employer will grant requests for permanent night shifts.

(4) Introduction and discontinuation of extended tours:

a. Extended tours shall be introduced into any unit when seventy percent (70%) of the nurses in the unit so indicate by secret ballot.

b. Extended tours may be discontinued in any unit:

- i) when sixty percent (60%) of the nurses in the unit so indicate by secret ballot:
- ii) the Hospital because of:
  - 1. adverse effects on patient care
  - 2. inability to provide a workable staffing schedule
  - 3. where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary

states its intention to discontinue the compressed work week in the schedule.

c. When notice of discontinuation is given by either party in accordance with paragraph b. above, then:

- i) the parties shall meet within 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.