

42 empl

1st.

SOURCE	Union		
WKS. SO EFF.	8	11	04 01
PERM.	9	3	03 31
No. OF EMPLOYEES	42		
NOMBRE D'EMPLOYES	50		

COLLECTIVE AGREEMENT

BETWEEN

DOUGLAS MEMORIAL HOSPITAL - FORT ERIE

AND

ONTARIO NURSES' ASSOCIATION

(PART-TIME)

EXPIRY DATE MARCH 31, 1993

ONTARIO MEMORIAL HOSPITAL
LIBRARY

FEB
REV -2 1995

ENTERED

10042(01)

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 St. Eves, Ontario, this 8 day of February, 1994.

FOR THE HOSPITAL

Barb Brown
J. Deler

FOR THE ASSOCIATION

Terri Kullip

Catherine Browne-Rodna

COLLECTIVE AGREEMENT

DOUGLAS MEMORIAL HOSPITAL - FORT ERIE

AND

ONTARIO NURSES' ASSOCIATION

(PART-TIME)

EXPIRY DATE MARCH 31, 1993

Signed at Fort Erie, Ontario this 8 day of February, 1998.

FOR THE HOSPITAL

Carol Brown
Gledelero

FOR THE ASSOCIATION

Jeri Kullips

Patricia Dwyer ERONA

ONA

GRIEVANCE REPORT

APPENDIX 1

ONA LOCAL

EMPLOYER

STEP

DATE SUBMITTED TO EMPLOYER

GRIEVOR

1.

2.

3.

DEPARTMENT

GRIEVANCE NUMBER

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE

SETTLEMENT REQUESTED

SIGNATURE OF GRIEVOR

SIGNATURE OF ASSOCIATION REPRESENTATIVE

EMPLOYER'S ANSWER

STEP

DATE:

ONE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

DATE RECEIVED BY LOCAL

EMPLOYER'S ANSWER

STEP

DATE:

TWO

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

DATE RECEIVED BY LOCAL

EMPLOYER'S ANSWER

STEP

DATE:

THREE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

DATE RECEIVED BY LOCAL

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE - CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons
- Nursing Assessment Committees - in the above named sector.

1. Dr. Alice Baumgart
school of Nursing
Queen's University
Kingston, Ontario
2. Miss Margaret Charters
Assistant Administrator
Nursing and Patient Care
Hamilton General Hospital
Hamilton, Ontario
3. Mrs. Roxy Edwards
Executive Director
Bruce Peninsula Health Serv.
Warton, Ontario
4. Dr. Josephine Flaherty
Principal Nursing Officer
Health and Welfare Canada
Ottawa, Ontario
5. Ms. Gwen Hefferman
Director of Nursing Education
Ottawa Civic Hospital
Ottawa, Ontario
6. Ms. Pat Kirkby
Dean, School of Health
Sciences and Human Services
Fanshawe College
London, Ontario
7. Ms. Louise Lemieux-Charles
Doctoral Candidate
Health Administration
London, Ontario
8. Mrs. Maxine Pastirik
Program Developer
Niagara College of Applied
Arts & Technology
Welland, Ontario
9. Dr. Lucille Peszat
Canadian Centre for Stress
and Well Being
Toronto, Ontario
10. Mrs. Helen Taylor
Health Care Consultant
M.I. Administrative Serv. Ltd.
Scarborough, Ontario
11. Ms. Judy Tiivel
Co-ordinator
Nursing Computer Project
Toronto Western Hospital
Toronto, Ontario
12. Ms. Kathleen Webb
Director of Nursing
Humber Memorial Hospital
Weston, Ontario

...

APPENDIX 3 - SALARY SCHEDULEPART-TIME NURSESClassification - Assistant Head NurseEffective April 1, 1991

	<u>Hourly</u>
Start	17.24
After 1 Year	18.16
After 2 Years	18.56
After 3 Years	19.45
After 4 Years	20.24
After 5 Years	21.03
After 6 Years	21.82
After 7 Years	22.61
After 8 Years	23.40
After 9 Years	24.19

Effective October 1, 1991

Start	17.24
After 1 Year	18.16
After 2 Years	18.56
After 3 Years	19.45
After 4 Years	20.51
After 5 Years	21.30
After 6 Years	22.80
After 7 Years	23.13
After 8 Years	24.19
After 9 Years	25.24

Effective April 1, 1992

Start	17.24
After 1 Year	18.16
After 2 Years	18.93
After 3 Years	19.98
After 4 Years	21.03
After 5 Years	22.04
After 6 Years	23.40
After 7 Years	24.71
After 8 Years	26.03
After 9 Years	27.34

Classification - Registered NurseEffective April 1, 1991Hourly

Start	16.81
After 1 Year	17.71
After 2 Years	18.10
After 3 Years	18.97
After 4 Years	19.74
After 5 Years	20.51
After 6 Years	21.28
After 7 Years	22.05
After 8 Years	22.82
After 9 Years	23.59

Effective October 1, 1991

Start	16.81
After 1 Year	17.71
After 2 Years	18.10
After 3 Years	18.97
After 4 Years	20.00
After 5 Years	20.77
After 6 Years	21.54
After 7 Years	22.56
After 8 Years	23.59
After 9 Years	24.62

Effective April 1, 1992

Start	16.81
After 1 Year	17.71
After 2 Years	18.46
After 3 Years	19.49
After 4 Years	20.51
After 5 Years	21.54
After 6 Years	22.82
After 7 Years	24.10
After 8 Years	25.38
After 9 Years	26.67

Classification - Graduate NurseEffective April 1, 1991

	<u>Hourly</u>
Start	16.22
After 1 Year	17.09
After 2 Years	17.48
After 3 Years	18.31
After 4 Years	19.06
After 5 Years	19.78
After 6 Years	20.54
After 7 Years	21.28
After 8 Years	22.02
After 9 Years	22.77

Effective October 1, 1991

Start	16.22
After 1 Year	17.09
After 2 Years	17.48
After 3 Years	18.31
After 4 Years	19.31
After 5 Years	20.03
After 6 Years	20.79
After 7 Years	21.77
After 8 Years	22.76
After 9 Years	23.75

Effective April 1, 1992

Start	16.22
After 1 Year	17.09
After 2 Years	17.82
After 3 Years	18.81
After 4 Years	19.80
After 5 Years	20.77
After 6 Years	22.03
After 7 Years	23.26
After 8 Years	24.50
After 9 Years	25.72

APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

PART-TIME

APPENDIX 5INDEX

	<u>PAGE</u>
Article A - Recognition And Definitions.....	54
Article B - Management Rights.....	54
Article C - Committees And Representatives.....	55
Article D - Seniority List.....	56
Article E - Leave Of Absence For Association Business.....	56
Article F - Hours Of Work - Scheduling.....	57
Article G - Paid Holidays.....	59
Article H - Vacations.....	60
Article I - Extended Tours.....	61
Article J - Job Sharing.....	62
Article K - Miscellaneous.....	64
Article L - Workers' Compensation.....	64
Letter Of Understanding - Article H-2	65

ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent for all registered and graduate nurses employed in a nursing capacity for not more than twenty-four (24) hours per week by Douglas Memorial Hospital in Fort Erie, save and except the Head Nurse, persons above the rank of Head Nurse.
- A-2 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- A-3 "Administrator" where used in this Agreement shall mean the Chief Executive Officer of Douglas Memorial Hospital in Fort Erie.

ARTICLE B - MANAGEMENT RIGHTS

- B-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, the Association acknowledges that 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 grievance and dealt with as hereinafter provided;
 - (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.

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.

FTI C - COMMITTEE AND REPRESENTATIVES

C-1 The parties agree that nurse representatives and committee members as provided for in Article 6, may be from either the full-time or part-time bargaining unit, and shall represent both bargaining units. It is understood that the total number of nurses as nurse representatives of committee members shall not exceed the following:

(a) Nurse Representatives

Six (6) Nurse Representatives, one (1) to represent each of the following areas:

	<u>Nurse Representatives</u>
Emergency - Day Care	1
Operating Room - Recovery Room	1
Medical/Surgical Floor	1
OBS/CCU	1
Paediatric/Chronic Care	1
Part-Time	1

In the event a Nurse Representative is not readily available in a designated area, a Nurse Representative from another area may substitute on a temporary basis.

(b) Grievance Committee

There shall be a Grievance Committee of not more than two (2) nurses, representing both bargaining units, of whom no more than one (1) shall be from any one area.

(c) Hospital-Association Committee

There shall be a Hospital-Association Committee composed of two (2) members representing both bargaining units of the Association, of whom no more than one (1) shall be from any one area, and two (2) members representing the Hospital.

(d) Negotiating Committee

There shall be a Negotiating Committee of not more than three (3) nurses, representing both bargaining units, of whom no more than one (1) shall be from any one area.

C-2 Association Interview

The interview period provided for in Article 5.06 will normally be scheduled during the nurse's orientation period.

The Hospital shall advise the Local President, or her designate, of the date, time and location for such interview at least one (1) week in advance.

ARTICLE D - SENIORITY LIST

D-1 The seniority list, as provided for in Article 10.02, will be filed with the Association and posted on the Association bulletin board on or before February 1st and August 1st of each year.

ARTICLE E - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

E-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 and subject to the following conditions:

- (1) Request for such leave shall be submitted in writing at least three (3) weeks in advance of the requested leave, except in cases of emergency;
- (2) No more than two (2) nurses shall be absent at any on time;
- (3) No more than one (1) nurse shall be absent from one area at any one time; and
- (4) The granting of such leave shall be subject to the staffing requirements of the Hospital; however, such requests shall not be unreasonably denied.

ARTICLE F - HOURS OF WORK - SCHEDULING

- F-1 (a) The Hospital will schedule nurses off for two (2) weekends in four (4). If a nurse is required to work a third consecutive weekend, she shall be paid in accordance with Article 14.03 for the third and subsequent weekend worked until a weekend off is scheduled, 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 has requested weekend work; or
 - (iii) such weekend is worked as the result of an exchange of tours with another nurse which has been approved by the immediate supervisor. Such requests shall not be unreasonably denied.
- (b) A nurse will not normally be scheduled to work more than seven (7) consecutive tours, unless otherwise mutually agreed between the nurse and her immediate supervisor.
- Should this regulation not be adhered to, a nurse will be paid premium payment as provided for in Article 14.03 for each consecutive tour worked after the seventh.
- (c) A weekend shall consist of fifty-six (56) hours starting no later than the end of the Friday evening shift and ending no sooner than the beginning of the Monday day shift, unless otherwise mutually agreed between the nurse and her immediate supervisor.
- (d) At least sixteen (16) hours off will be scheduled between shifts and at least forty-eight (48) hours off shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule, unless otherwise mutually agreed between the nurse and her immediate supervisor.
- (e) A nurse will not be required to change tours of duty more than once during the work week, unless otherwise mutually agreed between the nurse and her immediate Supervisor.

- (f) Nurses may request an exchange of scheduled tours of duty provided such requests are submitted, in writing to the immediate supervisor, co-signed by the nurses and are approved by the immediate supervisor. It is understood that such changes initiated by the nurse shall not result in overtime payment.
- (g) (i) A nurse will be scheduled off work for five (5) consecutive days off, at either Christmas or New Year's. The foregoing shall not apply in those areas where nurses do not normally work on weekends and paid holidays. The normal scheduling conditions listed in Article F-1 (except F-1 (g)) may be waived between the second Monday in December and the second Monday in January so that all nurses will receive five (5) consecutive days off at either Christmas or New Year's.
- (ii) For the purposes of this schedule, Christmas shall include Christmas Eve, Christmas Day and Boxing Day and New Year's shall include December 30th., December 31st., and January 1st.
- (iii) Should this regulation not be adhered to, a nurse will be paid premium payment as provided for in Article 14.03 for each day worked less than the five (5) days unless the nurse requests and is granted less than five (5) days off at either Christmas or New Year's.
- (iv) Whenever reasonably practical, a nurse shall be scheduled off for Christmas or New Year's in alternating years.
- (h) The day tour Monday is considered to be the commencement of the week.
- (i) Schedules shall be posted at least four (4) weeks in advance and will cover at least a four (4) week period.

F-2

Regular Part-Time commitment

Regular part-time nurse will make a written commitment to the Hospital and will be available, in accordance with Article 2.04, to be scheduled for work on the following basis:

- (i) to be available, as required, to work at least two (2) weekends in four (4);
- (ii) to be available, as required, to work a minimum of three (3) tours per week;
- (iii) to be available, as required, eleven (11) months of the year, including July, or August;
- (iv) to be available, as required, for work on five (5) paid holidays, except as in (v) below;
- (v) to be available, as required, to work either Christmas or New Year's as set out in Article F-1 (g);
- (vi) to be available, as required, to work two (2) tours (i.e. days/evenings, days/nights or evenings/nights); and
- (vii) if assigned to extended tours, to be available, as required, to work extended tours in the units where extended tours are in effect.

F-3 Nurses will be paid for actual hours worked when changing from daylight saving time to standard time and vice-versa.

- F-4
- (a) A nurse requesting steady afternoon or night tours will be given consideration if convenient to the Hospital to make such an arrangement.
 - (b) Prior to the termination of such arrangement, there will be a meeting with the nurse(s) involved and the President or her designate. Such meeting will occur at least eight (8) weeks prior to the termination of such arrangement to explain the reasons. A nurse(s) wishing to terminate such arrangement must notify the Hospital in writing at least six (6) weeks in advance.

ARTICLE G - PAID HOLIDAYS

G-1 For the purposes of Article 15.01 of this Agreement, the following are listed holidays in the Full-Time Agreement:

New Year's Day / January 1st
 2nd Monday in February
 Good Friday
 Easter Monday

Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day

Victoria Day
Canada Day / July 1st

Christmas Day -
December 25th
Boxing Day -
December 26th

- G-2 When a nurse is scheduled to work on a Saturday or Sunday, the Hospital will endeavour to schedule the nurse to work the Paid Holiday in conjunction with the weekend.
- G-3 (a) A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of the hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- (b) Nurse(s) working on the Extended Tours shall be paid for all actual hours worked on the paid holiday.

ARTICLE H - VACATIONS

- H-1 The vacation year shall run from January 5th to December 15th. The date for determining vacation entitlement for the vacation year shall be June 30th. The current practice of permitting nurses to receive vacation entitlement between January 5th and June 30th shall continue.
- H-2 It is understood that the Hospital will give consideration to the nurse's preference as to the timing of her vacation, but of necessity, the Hospital must reserve the right to the final decision for the scheduling of vacation.

The vacation request list, showing the nurse's vacation entitlement shall be posted by February 1st and shall be removed on March 1st.

The Hospital will not entertain any changes to the vacation list once it has been removed and until after the finalized list is posted on April 1st. All vacation periods will be arranged with the immediate supervisor, or her designate, with consideration given to the nurse's preference on a seniority basis and to the needs of the area.

Subject to the requirements of H-2, a nurse wishing to change her scheduled vacation may be permitted to do so. However, it is agreed that such nurse will not be permitted to displace another nurse who had previously scheduled her vacation in accordance with H-2.

- H-3 Vacations may not be accumulated from one year to the next and must be completed by December 15th.
- H-4 A nurse who splits her vacation must indicate her first choice in cases of conflict, seniority shall only apply once in a vacation year.
- H-5 A nurse may request her vacation pay in advance and the Hospital agrees to pay, subject to Article H-1 above. Such request must be made in writing four (4) weeks in advance of the vacation period.
- H-6 Vacation pay for all part-time nurses shall be made in the first pay period in July.
- H-7 Vacation pay shall be on a separate itemized cheque for each nurse.

ARTICLE I - EXTENDED TOURS

- I-1 This Article shall apply to the following areas:
 - (a) OBS - CCU;
 - (b) First Floor.
- I-2 Nurses will not work more than three (3) consecutive extended tours without days off. Should the nurse work the fourth and subsequent extended tour(s), she shall be paid premium pay in accordance with Article 14.03 for the fourth and subsequent extended tour(s) until a day off is scheduled.
- I-3 Extended tours shall be introduced into any unit when:
 - (a) (i) eight percent (80%) of the nurses in the unit so indicate by secret ballot, and
 - (ii) the Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonably arbitrary manner.
 - (b) A compressed work week 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 because of
 - (a) adverse effects on patient care,
 - (b) inability to provide a workable staffing schedule, or
 - (c) 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 (2) above, then:
 - (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

ARTICLE J - JOB SHARING

- J-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:
- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
 - (b) 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 of the Unit.
 - (c) The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
 - (d) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.

- (e) 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-2 Coverage for Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements.

A Job Sharer may choose to cover all or part of any of the above leave(s), the Unit Supervisor will be notified to book coverage.

J-3 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.
- (c) 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 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.

J-4 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.

ARTICLE K - MISCELLANEOUSK-1 Bulletin Boards

The Hospital will provide bulletin board space on each unit for the purpose of posting of 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.

K-2 Pre-Paid Leave Plan

Effective April 1, 1989, the number of nurses who may be absent at any one time on the pre-paid leave plan shall be no more than one (1) from the full-time bargaining unit.

K-3 The Hospital shall provide a total of two (2) beepers at no cost to the nurses for nurses who are required to be on call. Nurses shall assume responsibility for transferring the available beepers between those assigned to on call duty.

ARTICLE L - WORKERS' COMPENSATION

L-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 (whether or not the nurses are in receipt of WCB Benefits) and those on LTD by the 15th of each month.

L-2 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.

L-3 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.

LETTER OF UNDERSTANDING
BETWEEN
DOUGLAS MEMORIAL HOSPITAL
AND
ONTARIO NURSES' ASSOCIATION

REFERENCE: ARTICLE H-2 (Part-Time)

For the purposes of clarity, Part-Time nurses are entitled to vacation leave on the same basis as Full-Time nurses subject to Article 16.01. This letter is to be attached to the Collective Agreement.

FOR THE HOSPITAL

Leanne Brown

J. Condit

FOR THE ASSOCIATION

Jenni Phillips

Katherine Browne

Signed at Fort Erie, Ontario this 8 day of February, 199⁴.

FOR THE HOSPITAL

Carol Brown
Handley

FOR THE ASSOCIATION

Terri Miller

Lynne Lowerson