

SOURCE	O.N.A.		
EFF.	01	10	85
TERM.	31	03	86
No. OF EMPLOYEES	26		
NOMBRE D'EMPLOYÉS	26		

FULL TIME

COLLECTIVE AGREEMENT

between

GROVES MEMORIAL COMMUNITY HOSPITAL
(Hereinafter called the "Hospital")

and

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

EXPIRY: 31 March, 1986

0604001

~~8011 2 15001~~

Died at Fergus, Ontario this 5th day of November, 1985.

FOR THE HOSPITAL

C. Hoag

D. Wilkinson

A. E. Ferguson

FOR THE ASSOCIATION

M. McMeley

Donna Rendall

Hilley Hooper

Katherine Brown ERO. ONA

APPENDIX I
 SALARY SCHEDULE - FULL-TIME NURSES
 MONTHLY RATES

Effective October 1, 1984

CLASSIFICATION	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
Assistant Head Nurse								
Employee Health Nurse Infection Control Co- ordinator	2358.99	2391.44	2427.50	2468.35	2518.82	2564.47	2618.56	2679.83
Registered Staff Nurse	2283.28	2313.32	2349.38	2391.44	2439.51	2487.58	2541.65	2601.73
Graduate Nurse (Non Registered)	2116.24	2138.20	2184.74	2226.79				

APPENDIX 5APPENDIX OF LOCAL PROVISIONSARTICLE A • RECOGNITION AND DEFINITIONS

- A-1 The Hospital recognizes the Association **as** the sole **and** exclusive bargaining agent for all registered and graduate nurses engaged on a full-time basis in a nursing capacity by the Groves Memorial Community Hospital, **save** and except Head Nurses and persons above the rank of Head **Nurse**.
- A-2 The word "nurses" when used in this Agreement shall mean persons included in the above described bargaining unit.
- A-3 "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT FUNCTIONS

- B-1 The Association recognizes that the management of the Hospital **and** the direction of working forces are fixed exclusively in the Hospital and **shall** remain **solely** 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 discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided:
- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, 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 - NURSE REPRESENTATIVES AND ASSOCIATION COMMITTEE

C-1 Nurse Representatives

There shall be four (4) nurse representatives, one (1) each from the following areas of the Hospital:

1. Medical
2. Surgical
3. Obstetrical
4. Operating Room & Emergency.

C-2 Grievance Committee

There shall be a Grievance Committee composed of not more than three (3) nurses.

C-3 Negotiating Committee

There shall be a Negotiating Committee composed of not more than two (2) full-time nurses and one (1) part-time nurse.

C-4

Hospital-Association Committee

This Committee shall be composed of two (2) representatives of the Association, one (1) of whom shall be the President or designate in her **absence**, and **two (2)** representatives of the Hospital, one (1) of whom shall be the Director of Patient Care or her appointee, **The** membership of the Committee may be expanded by mutual consent.

C-5

Interview

The interview provision as provided for in Article 5.06 will be scheduled during the nurses' orientation period and the time and place will be designated by the **Hospital**.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

D-1

Leave of absence for Association business shall be given **up** to an aggregate maximum for all nurses of thirty-five (35) days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than two (2) nurses shall be absent on such leave at the same time.

ARTICLE E - HOURS OF WORK - SCHEDULING

E-1

Rest Periods and Meal Period

The rest periods and meal period **as** provided for in Articles 13.01(a)(i) and 13.01(b) will be scheduled at the discretion of the Hospital.

E-2

- (a) The Hospital shall ensure each nurse at least every third weekend off.
- (b) Nurses will not be scheduled to work more than seven (7) consecutive days except by mutual **consent**.
- (c) The schedule shall provide for a minimum of three (3) tours of duty off between the completion of one (1) scheduled tour and **the** start of the next scheduled tour when changing tour schedules except in an emergency.
- (d) The schedule shall provide for a minimum of six (6) tours of duty off when the tour of duty is changed following night duty.

(e) A nurse will be scheduled **off work** for— not **less** than five (5) consecutive days at either Christmas or New Year's season **unless** the nurse requests otherwise except in areas which **are not** normally required to **work** on weekends and paid holidays. **The normal** scheduling conditions shall be waived to accommodate this special arrangement between **December** 15th and January 15th. For the **purpose** of this Article, Christmas shall be defined as December 24th, 25th and 26th; and New Year's as December 31st, January 1st and 2nd.

(f) Schedules shall be posted **two** (2) weeks in advance and shall cover a four (4) **week** period. Requests for specific days off shall be submitted to the Head Nurse at least two (2) **weeks** in advance of the posting date.

(g) **Requests for** change in posted time schedules must **be** submitted in writing and co-signed by the **nurse** willing to **exchange days** or **tours** of duty. It is understood that such change in a tour of duty initiated by the nurse and approved by the Hospital shall not result in overtime payment to **any** of the nurses affected by such change.

(h) A nurse will be **paid premium pay** as provided **for** in Article 14.03 for any scheduling violation of (b), (c) and (d) of this clause.

E-3 Entitlement to lieu time **off**, as provided for in 14.09 shall be scheduled at a mutually acceptable time **as per past and present practice**.

E-4 A nurse will receive **premium pay** as provided for in Article 14.03 **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 has requested weekend work; **or**
- (iii) such weekend is **worked** as the **result** of an exchange of shifts with another nurse.

E-5 An afternoon or night tour shall be any tour-
which commences or ends between 1900 and 0200
hours.

ARTICLE F - PAID HOLIDAYS.

F-1 The following shall be recognized:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday.	

F-2 Lieu days as provided for in Article 15.05 shall
be taken within thirty (30) days of the date on
which the holiday **was** observed, on a day mutually
agreed upon between the nurse and the Hospital.

F-3 If a **nurse** is scheduled to work Saturday and
Sunday on a holiday weekend and if her services
are required by **the** Hospital she will be scheduled
to work on the holiday and, if a nurse is scheduled
off Saturday and Sunday and if her services are not
required by the Hospital she will be scheduled off
for the holiday.

F-4 When a nurse is entitled to a lieu day as provided
for in Articles 15.04(a) and 15.04(b) the day will
be scheduled at a mutually agreeable time.

F-5 If a **nurse** is scheduled off on a weekend, i.e.
Saturday and Sunday and a paid holiday falls on
a Monday, if she qualifies for the holiday as
set out in Article 15.02 she shall be given the
day off and paid for the holiday.

ARTICLE G - VACATIONS

G-1 The vacation year for the purpose of entitlement
shall be from May 1st in any one year to April
30th of the following year. The vacation period
shall be from January 15th to December 15th, and
all vacations earned as at April 30th must be
completed prior to December 15th of that year.

G-2 It is understood and agreed that vacation weeks
are not necessarily continuous, however, the
Hospital will endeavour to accommodate the wishes
of the nurses with respect to the choice of
vacation dates, subject to the right of the
Hospital to operate the Hospital in an efficient
manner.

G-3 Vacation preference will be submitted by the nurse to the Immediate Supervisor, in writing, by March 30th and vacation schedules will be posted by April 30th. **If** no preference is submitted by a nurse, her vacation period will **be** allotted by the Immediate Supervisor in consultation with the Director of Patient Care and on the basis of departmental convenience only.

G-4 **Nurses** shall be given preference with respect to their vacation periods in accordance with seniority, subject to **G-3** above.

ARTICLE H - SICK LEAVE

H-1 In order to qualify for sick leave, a nurse must notify her superior, or in her absence, the supervisor, as soon **as** possible, and at least one (1) hour prior to the beginning of the nurse's shift.

H-2 A nurse absent in excess of three (3) consecutive days should advise the Hospital of her expected date of return at least twenty-four (24) hours prior to returning to work. Should she fail to provide such notice, the Hospital may delay her actual return to **work** by one (1) scheduled tour.

ARTICLE I - BULLETIN BOARD

I-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by a member of the Association Executive and submitted to the Hospital Administrator for approval prior to being posted.

ARTICLE J - SENIORITY LIST

J-1 The seniority list as provided for in Article 10.02 will be compiled during the month of February and revised annually.

ARTICLE K - RETIREMENT AGE

K-1 The normal retirement age shall be sixty-five (65) years of age.

MEMORANDUM OF UNDERSTANDING
BETWEEN
GROVES MEMORIAL COMMUNITY HOSPITAL
AND
ONTARIO NURSES' ASSOCIATION

It is agreed by the parties to this Memorandum, that during negotiations for a Collective Agreement, there was a concern expressed by the Nurses in the matter of the scheduling of weekends off for the individual nurse.

The Hospital hereby states that it will endeavour to the best of its ability to continue its present practice of scheduling each nurse every second weekend off when it is practical to do so.

This commitment is not binding upon the Hospital and does not take precedence over the terms of the Collective Agreement. In the event that the Hospital is unable to fulfill this commitment at all times, the Association agrees that it will not be cause for an individual grievance by a nurse, nor cause for grievance by the Association.

SIGNED at Fergus , Ontario this 5th day of November 1985.

FOR THE HOSPITAL

G. Hoag

D. McKeown

A. J. Jones

FOR THE ASSOCIATION

M. McMeel

Donna Kendall

Terence BROOKER-DON

Shirley Hooper

PART TIME

COLLECTIVE AGREEMENT

between

GROVES MEMORIAL COMMUNITY HOSPITAL
(Hereinafter called the "Hospital")

and

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

EXPIRY: 31 March, 1986

Dated at Toronto, Ontario this 5th
day of November, 1985.

FOR THE HOSPITAL

C. Hoag

D. Williamson

A. Gussone

FOR THE ASSOCIATION

M. Schmele

Donna Bendall

Shirley Hooper

Katherine Moore E.R.O. O.N.A

APPENDIX I

SALARY SCHEDULE AND CLASSIFICATION

HOURLY RATES - PART-TIME

Effective October 1, 1984

CLASSIFICATION	Start	After 200 TOURS	After 400 TOURS	After 600 TOURS	After 800 TOURS	After 1000 TOURS	After 1200 TOURS	After 1400 TOURS
In Service Co-ordinator	14.52	14.73	14.94	15.19	15.48	15.78	16.12	16.49
Regular Part-time Registered Nurse	14.05	14.25	14.46	14.72	15.00	15.31	15.65	16.01
Regular Part-time Graduate Nurse (Non Registered)	13.02	13.23	13.45	13.71				
casual Part-time Registered Nurse	14.05							
Casual Part-time Graduate Nurse (Non Registered)	13.02							

APPENDIX 5APPENDIX OF LOCAL PROVISIONSARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The **Hospital** recognizes the Association as the sole **and** exclusive bargaining agent for all Registered and Graduate Nurses engaged to work less than five **(5) full** tours **on the average week**, engaged in a nursing capacity by the **Groves Memorial Community Hospital**, save and except Head Nurses and **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.

ARTICLE B - MANAGEMENT FUNCTIONS

- B-1 x The Association recognizes that the management of the Hospital and the direction of working **forces are** fixed exclusively in the Hospital **and** shall remain **solely** 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 discharge or discipline without **just** cause **may** be the subject of a grievance and **dealt** with as hereinafter provided;

- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, 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 - NURSE REPRESENTATIVES AND ASSOCIATION COMMITTEES

C-1 Part-time nurses under this Agreement will be represented in accordance with the provisions of Article C of the full-time Agreement.

C-2 Interview

The interview provision as provided for in Article 5.06 will be scheduled during the nurses' orientation period and the time and place will be designated by the Hospital.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

D-1 Leave of absence for Association business shall be given up to an aggregate maximum for all nurses of ten (10) days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than one (1) nurse shall be absent on such leave at one time.

ARTICLE E - HOURS OF WORK - SCHEDULING

E-1 Rest Periods and Meal Period

The rest periods and meal period as provided for in Articles 13.01(a) (i) and 13.01(b) will be scheduled at the discretion of the Hospital.

E-2 Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. Advance requests for specific days off shall be submitted to the Head Nurse at least two (2) weeks in advance of the posting date.

E-3 Nurses employed on a regular part-time basis shall be available to work as follows:

1. For at least three (3) tours per week;
2. for two (2) tours of duty:
3. for two (2) weekends (Saturday and Sunday) in every four (4) week period;
4. for either Christmas (December 24, 25 and 26) or New Year's (December 31, January 1 and 2).

E-4 The schedule shall provide for a minimum of two (2) tours off from the completion of one tour and the commencement of the next tour unless otherwise agreed to by the nurse.

E-5 An afternoon or night tour shall be any tour which commences or ends between 1900 and 0200 hours.

ARTICLE F - PAID HOLIDAYS

F-1 The following will be recognized:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday,	

F-2 If a nurse is scheduled to work Saturday and Sunday on a holiday weekend and if her services are required by the Hospital she will be scheduled to work on the holiday and, if a nurse is scheduled off Saturday and Sunday and if her services are not required by the Hospital she will be scheduled off for the holiday.

ARTICLE G - VACATION

- G-1 A nurse will receive not less than three (3) weeks annual vacation in the period from January 15th to December 15th inclusive.
- G-2 Preference for vacation time will be submitted by the nurse to the Immediate Supervisor, in writing, by March 30th and schedules will be posted by April 30th.
- G-3 Nurses shall be given preference with respect to vacation time in accordance with seniority subject to G-2 above.

ARTICLE H - SENIORITY LIST

- H-1 The seniority list as provided for in Article 10.02 will be compiled during the month of February and revised annually.

ARTICLE I - RETIREMENT AGE

- I-1 The normal retirement age shall be sixty-five (65) years of age.