

SOURCE	CWA		
EFF.	08	09	01
TERM.	01	03	31
No. Of EMPLOYEES	132		
NOMBRE D'EMPLOYÉS	132		

COLLECTIVE AGREEMENT

BETWEEN

OSHAWA GENERAL HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

FULL-TIME

Expiry: March 31, 1991

01-06-30/91

Signed at Oshawa, Ontario this 20th day of Oct, 1988

FOR THE HOSPITAL

17 1000
Therrell
117 504

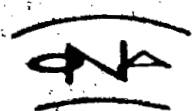
ONTARIO NURSES' ASSOCIATION

Donald



ONTARIO NURSES' ASSOCIATION

GRIEVANCE REPORT



ONN LOCAL

EMPLOYER

GRIEVOR

GRIEVANCE
NUMBER

DEPARTMENT

STEP

DATE SUBMITTED TO EMPLOYER

1.

2

3

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE

SETTLEMENT REQUESTED

SIGNATURE
OF GRIEVOR

SIGNATURE OF
ASSOCIATION REPRESENTATIVE

STEP

EMPLOYER'S ANSWER

DATE:

ONE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE



DATE RECEIVED BY LOCAL

EMPLOYER'S ANSWER

DATE:

STEP

TWO

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE



DATE RECEIVED BY LOCAL

EMPLOYER'S ANSWER

DATE:

STEP

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.
Wiarton, 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 Services 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

OSHAWA GENERAL HOSPITAL

	<u>Effective</u> <u>April 1, 1988</u>		<u>Effective</u> <u>April 1, 1989</u>		<u>Effective</u> <u>April 1, 1990</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
<u>Assistant Head Nurse</u>						
Start	2660.11	16.37	2713.31	16.70	2821.73	17.36
After 1 Year	2763.55	17.01	2860.13	17.60	2974.52	18.30
After 2 Years	2801.66	17.24	2899.76	17.84	3015.79	18.56
After 3 Years	2860.64	17.60	2960.72	18.22	3079.31	18.95
After 4 Years	2905.73	17.88	3014.67	18.55	3135.14	19.29
After 5 Years	2968.35	18.27	3079.66	18.95	3202.86	19.71
After 6 Years	3031.20	18.65	3144.79	19.35	3270.59	20.13
After 7 Years	3100.69	19.08	3216.88	19.80	3345.61	20.59
After 8 Years			3265.13	20.09	3395.74	20.90
After 9 Years					3446.68	21.21

Registered Nurse See Article 19.01 (a)

Graduate Nurse

Start	2481.10	15.27	2530.72	15.57	2631.84	16.20
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OSHAWA GENERAL HOSPITAL

APPENDIX 4

SUPERIOR CONDITIONS

ACCUMULATION OF SENIORITY

1. The following provisions apply to nurses employed prior to October 23, 1981.
 - (a) When a nurse is granted a leave of absence she shall accumulate seniority for the first three (3) months of a granted leave of absence.
 - (b) Seniority shall accumulate during a maternity leave of not more than six (6) months and during adoption leave for up to three (3) months duration.
 - (c) A nurse shall accumulate seniority if she is absent from work for a period of nine (9) months or less because of sickness or accident.

2. PREPARATION ALLOWANCE

Allowances for additional education preparation where such additional skills are used directly in employment shall be paid according to the following:

Special Clinical Course - \$ 4.60 bi/w.
3 or more months - (\$10.00 mo.)

Course in Nursing Unit - \$ 6.90 bi/w.
Administration (C.H.A.)(C.N.A.) - (\$15.00 mo.)

A University Certificate or - \$18.41 bi/w.
Diploma in Nursing - (\$40.00 mo.)

A Baccalaureate Degree - \$36.82 bi/w.
- (\$80.00 mo.)

APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

ARTICLE A - RECOGNITION

A.01 The Employer recognizes the Association as the bargaining agent of all full time registered and graduate nurses employed in nursing care by the Employer, save and except Head Nurses and persons above the rank of Head Nurse.

ARTICLE B - RESERVATION OF MANAGEMENT RIGHTS

B.01 Subject only to the provisions of this Agreement, the Association acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, transfer, classify, promote, demote or discipline nurses, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a nurse has been discharged, suspended or disciplined without just cause, may be subject to a grievance and be dealt with as provided herein;
- (c) administer and manage all the affairs of the Hospital; and
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses.

ARTICLE C - ASSOCIATION REPRESENTATION

C.01 Nurse Representatives

One (1) full-time representative from each nursing unit and one nurse representative representing bargaining unit members for all non-nursing units. Any full-time representative may act temporarily on behalf of another full-time unit representative who is absent.

C.02 Negotiating Committee

Not more than four (4) nurses representing both full-time and part-time.

03 Grievance Committee

Not more than three (3) nurses representing both full-time and part-time.

C.04 Association-Hospital Committee

Up to three (3) representatives of each of the parties.

C.05 Association Leave

The number of nurses on Association leave will not normally exceed:

- (a) three at any one time;
- (b) one from any nursing unit; and
- (c) ninety (90) days in each calendar year.

ARTICLE D - SCHEDULING

- D.01 (a) Not more than seven (7) consecutive days of work will be scheduled without the nurse's consent. In any two (2) week period within the schedule, at least two (2) consecutive days off will be scheduled. Split days will be kept to a minimum.
- (b) The Employer will endeavour to schedule so as to provide that a nurse will have at least one weekend off after working two successive weekends. If a nurse is required to work a third consecutive and subsequent weekend(s), she will receive premium payment **as** defined in the Central Agreement for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:
- (a) Such weekend has been worked by a 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.
- (c) Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period.
- (d) In the event of a change in shift schedule that is requested in writing by a nurse and co-signed by a suitable exchange nurse which is submitted to and

approved by the Employer, such exchange is not to result in overtime payment or any other additional compensation.

- (e) There shall be no less than sixteen (16) hours (two shifts) off between shift changes and a minimum of forty-eight (48) hours following the night shift rotation unless the nurse consents otherwise.
- (f) A91 nurses shall be available to rotate on shift as required by the Employer. Individual requests to work a specific shift may be granted by the Employer, but only for such period as are practicable, having regard to staffing requirements.
- (g) The scheduling provisions of this section may be waived during the period December 15th to January 15th. Nurses will **be** scheduled off on either Christmas or New Year's. Christmas for purposes of this Article shall be deemed to be Christmas Eve (evening and night) as well as Christmas Day, and similarly in the case of New Year's.
- (h) A weekend shall be Saturday and Sunday plus at least one (1) shift off at the start or end of the weekend.

Notwithstanding the first sentence of this paragraph, the weekend for all nurses assigned to the night shift shall be Friday and Saturday nights only.

- (i) Requests for specific shifts, days off or other scheduling shall be made in writing at least two (2) weeks prior to the posting of the schedules. Once **a** schedule is posted, other scheduling changes should be requested in writing two (2) weeks prior to the date in question. Such requests shall not be unreasonably denied.

D.02 The current practice with respect to a rest period during each half shift will be continued.

D.03 Time off in lieu of overtime payment will be granted. A limit of 60 days will apply after which payment will be made.

D.04 Extended Tours

- (1) Extended tours shall be introduced into any unit when:

- i) eighty 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 unreasonable or arbitrary manner.
- (2) 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;
 - (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.
- (3) 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.

(4) Scheduling

The following scheduling provisions shall apply to all nurses working extended tours:

1. No more than three (3) consecutive extended tours shall be scheduled.
2. At least eleven hours' time off will be scheduled between shifts, unless mutually agreed otherwise.
3. A weekend is defined as a minimum of fifty-six (56) hours commencing at the completion of the Friday day shift.

4. The Hospital will not schedule split shifts.
5. A nurse may not be required to change tours of duty more than once a week, unless mutually agreed upon otherwise.
6. The Hospital will provide at least every second (2nd) weekend off.

If a nurse is required to work a second consecutive and subsequent weekend(s), she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- (a) Such a weekend has been worked by a 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 with another nurse.
- (5) When less than eighty percent (80%) of the nursing staff in a particular nursing unit vote as outlined in Article (1) in favour of extended tours by secret ballot, the Association may approach the Hospital and ask them to consider the implementation of the combination of extended tour and short tours in a particular nursing unit. The parties must meet to discuss the implementation of combination schedules.

ARTICLE E - VACATIONS

- E.01 All nurses shall be entitled to vacation with pay based on length of continuous service as of June 30th in any year.
- E.02 It is understood and agreed that the Employer will give every consideration to the preference of time at which nurses wish to take their vacations, Where conflict in vacation time arises, seniority within the working unit will be the deciding factor but of necessity the Employer must reserve the final decision as to the scheduling of vacations. Seniority for purposes of this clause is defined as hospital seniority and not length of service in the assigned working unit.
- E.03 Requests for vacation during the period July 1st to December 31st must be submitted by March 1st. Schedules

for this period shall be posted by April 15th. Requests for vacation during the period January 1st to June 30th must be submitted by September 15th. Schedules for this period shall be posted by October 15th.

- E.04 Nurses may exercise their seniority rights only once in the vacation year to obtain their requested vacation of two or more weeks.
- E.05 A nurse may take up to five (5) days of her vacation in single days.
- E.06 Where changes in scheduled vacations are permitted by the Hospital, a senior nurse will not be permitted to bump a more junior nurse who's vacation has been previously scheduled.
- E.07 Nurses shall be scheduled the weekend off either before or after vacation of one or more weeks.
- E.08 Accumulation of Vacations
- (a) Vacations may not be accumulated from one vacation year to another.
 - (b) Vacations earned in more than one year may not routinely be taken consecutively.
 - (c) The Employer will give consideration to requests for advanced, earned vacations and consecutive vacations provided that the terms of Hospital Vacation Policy are maintained.
- E.09 Requests for vacation time will not **be** unreasonably denied.

ARTICLE F - PAID HOLIDAYS

F.01 Paid holidays are:

- New Year's Day
- February Day (second Monday)
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

Effective April 1, 1989, the 12th paid holiday shall be the third Friday in September in 1989 and thereafter shall be Easter Monday.

F.02 Paid lieu days shall be scheduled off at a mutually agreeable time within sixty (60) days following the holiday.

ARTICLE G - BULLETIN BOARDS

- G.01 (a) The Employer will provide bulletin boards upon which the Association shall have the right, subject to the prior approval of the Personnel Director to post notice of meetings, general meeting minutes, and such other notices as may be of interest to the nurses.
- (b) The location of these boards will be:
- (1) Cafeteria area (the new exit from the Cafeteria),
 - (2) Nurses' locker room.
 - (3) A small space should be provided on each nursing unit with the mutual agreement of the Head Nurse and the Association.
- (c) The Cafeteria area bulletin board will include a locked plexiglass fronted notice box, with a key for the Association.

ARTICLE H - SENIORITY

H.01 The seniority list will be revised at the beginning of January and June.

ARTICLE I - JOB SHARING

- I.01 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 requests 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 Head Nurse of the Unit.

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 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.

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

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 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.

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 Agreements.
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 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.

ARTICLE J - PREPAID LEAVE

- J.01 No more than twenty (20) nurses from the full-time and nine (9) nurses from the part-time bargaining unit may be away on prepaid leave at any one time and no more than one (1) per unit may be absent at any one time.

Dated at Oshawa, Ontario on this 20th day of October, 1989.

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]
[Signature]

FOR ONTARIO NURSES' ASSOCIATION

[Signature]
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