

In witness whereof the parties hereto have executed this Collective Agreement,
this 118th day of JUNE, 1987.

FOR THE ASSOCIATION

M Schroeder, E.R.O.

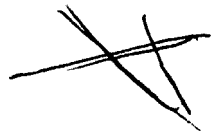
E Peter Schaefer

FOR THE HOSPITAL

[Signature]

[Signature]

[Signature]

OCCUPATIONAL CLASSIFICATIONS AND SALARY RATESSALARY (ON MONTHLY BASIS) AFTER PERIOD OF TIME WORKEDOccupational Classifications

Effective April 1, 1986

	<u>Start</u>	<u>1 Year</u>	<u>2</u>	<u>3 Years</u>	<u>4</u>	<u>5 Years</u>	<u>6</u>	<u>7 Years</u>
Nurse Clinician	\$2,722.22	\$2,762.32	\$2,805.76	\$2,855.89	\$2,917.15	\$2,970.61	\$3,035.21	\$3,106.50
Clinical Instructor & Public Health Nurse	2,646.49	2,687.70	2,730.02	2,780.14	2,841.41	2,893.76	2,960.59	3,030.76
Health Nurse	2,525.08	2,567.40	2,610.84	2,662.08	2,720.00	2,776.80	2,841.41	2,909.35
Registered Nurse	2,422.11	2,453.97	2,492.22	2,536.84	2,587.83	2,638.82	2,696.18	2,759.91
Non-registered Graduate	2,350.20	2,378.05	2,411.46	2,452.68	2,502.80	2,547.35	2,600.81	2,662.08

sp/REC863DC (2) (510)
March 16, 1987

OCCUPATIONAL CLASSIFICATIONS AND SALARY RATES

SALARY (ON MONTHLY BASIS) AFTER PERIOD OF TIME WORKED

Occupational Classifications

Effective April 1, 1987

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6</u>	<u>7</u>
Nurse Clinician	\$2,837.91	\$2,879.72	\$2,925.00	\$2,977.27	\$3,041.13	\$3,096.86	\$3,164.21	\$3,238.53
Clinical Instructor & Public Health Nurse	2,758.97	2,801.93	2,846.05	2,898.30	2,962.17	3,016.74	3,086.42	3,159.57
Health Nurse	2,632.40	2,676.51	2,721.80	2,775.22	2,835.60	2,894.81	2,962.17	3,033.00
Registered Nurse	2,525.05	2,558.26	2,598.14	2,644.66	2,697.81	2,750.97	2,810.77	2,877.21
Non-registered Graduate	2,450.08	2,479.12	2,513.95	2,556.92	2,609.17	2,655.61	2,711.34	2,775.22

sp/REC863DC (3) (51D)
March 17, 1987

APPENDIX 4

SUPERIOR CONDITIONS

Clause # Applicable Clause from the 1978-1980 Collective Agreement

5 Note 4.03 The Employer will supply the Association monthly with a list of nurses who during the preceding month have been newly employed, terminated or transferred in or out of the bargaining unit.

11 Note 13.05 (b) PATERNITY LEAVE - Paternity leave of absence without pay will be granted for a period of two (2) weeks. A request for such leave shall be in writing and shall be replied to in writing.

12.02 12.04 On termination of employment, and provided the nurse has completed two (2) years of continuous service, payment for half of the nurse's unused illness allowance credit will be made at the nurse's current straight time rate of pay. Leave without pay will not count in determining the two (2) year length of service.

19.09 Appendix "A" Bonus applicable for additional nursing qualifications in the following occupational classifications:

	<u>Registered Nurse</u>	<u>Public Health Nurse and Clinical Instructor</u>
CHA Nursing Unit Administration	15	15
1 Year University Baccalaureate Degree	15	40
Master's Degree	--	80
		120

FULL-TIME
LOCAL PROVISIONS

I N D E X

ARTICLE A RECOGNITION

ARTICLE B RESERVATION OF MANAGEMENT RIGHTS

ARTICLE C REPRESENTATION AND COMMITTEES

ARTICLE D SCHEDULING

ARTICLE E STAND-BY AND CALL BACK

ARTICLE F VACATIONS

ARTICLE G PAID HOLIDAYS

ARTICLE H LEAVE OF ABSENCE

ARTICLE I GENERAL

ARTICLE A - RECOGNITION

A-1 The Employer recognizes the Association as the sole bargaining agent of all registered and graduate nurses employed by the Employer at the Chedoke Division at Hamilton engaged in a nursing capacity, save and except head nurses; persons above the rank of head nurse, and persons regularly employed for less than thirty-seven and one-half (37-1/2) hours per week.

ARTICLE B - RESERVATION OF MANAGEMENT RIGHTS

B-1 , The Association acknowledges that it is the exclusive function of the Employer:

- (a) Generally to manage and operate its hospital in all respects and, without in any way restricting the generality of the foregoing, to determine the kinds, location and number of the Employer's establishments, - the services to be rendered, the methods, the work procedures, the kinds and locations of machines, instruments and equipment to be used; to select, control and direct the use of all materials and facilities required in the operation of the Employer's hospital; to schedule the work and services to be performed and provided, and to make, alter and enforce regulations governing the use of all material, facilities and services as may be deemed necessary in the interest of the safety and well-being of the Employer's patients in its hospital and the public.
- (b) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses, provided such rules and regulations are not inconsistent with the provisions of this Agreement. Prior to any changes in such rules and regulations, the Hospital will inform the Local of such changes and allow them to make representation.
- (c) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses; to assign nurses to shifts and tours and to increase and decrease the working forces, provided that a claim by any nurse of discriminatory retirement, transfer, demotion, discipline or a claim by any nurse that he or she has been discharged or suspended without just cause may become the subject of a grievance and be dealt with as hereinafter provided.

ARTICLE C - REPRESENTATION AND COMMITTEES

- C-1 In reference to Article 6.03 there shall be not more than four (4) nurses on the negotiating committee.
- C-2 In reference to Article 6.01 (b), there shall be not more than three (3) nurses on the grievance committee.
- C-3 In reference to Article 6.02 (a), there shall be three (3) nurses (one of whom may be a part-time nurse) and an equal number of hospital representatives.

C-4 In reference to Article 6.01 (a), there shall be nine (9) nurses to act as nurse representatives in the following zones: Wilcox, Holbrook, Evel and the Continuing Care Centre.

C-5 In reference to Article 5.06 such interview shall be at a time agreed upon by the Hospital and the Association.

ARTICLE - D - SCHEDULING

D-1 The hours of work shall be worked in accordance with shift schedules as determined by the Employer;

D-2 The Employer will post working schedules at least four (4) weeks in advance which shall accord with the following principles:

- (1) eight (8) days off in each four (4) week period.
- (2) the Hospital will schedule each nurse an average of one (1) weekend off in three (3) for each Master Rotation. Should a nurse be required to work more than an average of two (2) weekends in three (3), according to the Master Rotation, she shall be paid premium payment as outlined in Article 14.03. This overtime payment shall apply for every subsequent weekend worked until such weekend off is scheduled. This overtime payment shall not apply when:
 - (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 the result of an exchange of shifts or tours with another nurse.
- (3) not more than seven (7) consecutive working days shall be scheduled without days off except by mutual consent.
- (4) not less than two (2) tours off between changes in shift.
- (5) a nurse requesting afternoon or night shift on a permanent basis may at the discretion of the Employer be granted such request when a vacancy occurs. Any nurse working an afternoon or night shift on a permanent basis will be required to work at least two (2) weeks on day shift in any calendar year; the day shift being the day shift presently in effect on that ward or unit. Such two (2) week periods will be scheduled by the hospital with six (6) weeks notice to the nurse.
- (6) These scheduling regulations may be waived between December 15th and January 10th each year so that all nurses will receive a minimum of four (4) consecutive days off either Christmas or New Year's. Unless otherwise requested by the nurse, time off at

Christmas shall include December 24th, 25th and 26th, and time off at New Year's shall include December 31st and January 1st. The Employer shall advise each nurse of these days six (6) weeks in advance. This provision shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays. .

- (7) A nurse scheduled on a permanent night shift may receive her weekend on Friday and Saturday.
- (8) Premium payment as outlined in Article 14.03 will result for all work performed as a result of any violation of a scheduling regulation as outlined in Clauses D-2 (3), (4) and (6). A premium payment will not result from any scheduling change requested by a nurse.
- (9) The schedule may be altered and these principles temporarily suspended by the Employer in times of emergency or reasonable necessity;

- D-3 Requests by a nurse for change in his or her posted timeschedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty, initiated by the nurse and approved by the Employer, shall not result in overtime compensation or payment.
- D-4 A weekend consists of a minimum of 56 consecutive hours off work, beginning not later than 2330 hours on Friday.
- D-5 In reference to Article 14.09, such overtime hours worked may be taken at a mutually agreeable time within sixth (60) days of having worked the overtime.

ARTICLE E - STAND-BY AND CALL-BACK

- E-1 In the event that stand-by duty is required in any unit, the Hospital will endeavour to distribute stand-by duty on an equitable basis among the nurses of that unit.

ARTICLE F - VACATIONS

- F-1 For the purpose of calculating vacations and eligibility the vacation year shall be from May 1st of any year to April 30th of the following year.
- F-2 Vacations shall be allotted during the vacation year as stated in Clause F-1 above with the exception being that vacations may be allotted during the period December 15th to January 10th of any year by mutual consent.

Requests for vacation during the period December 15th to January 10th, which are made at the time vacation preference lists are posted, will be answered by March 15th.

The hospital will endeavour to ensure that all nurses requesting summer vacation between June 15th and September 15th will receive a maximum of two (2) weeks.

- F-3 A nurse shall be notified by the Hospital of the allotted period for his or her vacation not later than six (6) weeks prior to the scheduled commencement of his or her vacation.
- F-4 Seniority standing shall be a factor in scheduling vacation periods,
- F-5 The Hospital will endeavour to schedule so that a nurse will be given the weekend off immediately prior to or following her scheduled vacation where she is taking five (5) or more consecutive vacation days at a time;

ARTICLE G - PAID HOLIDAYS

- G-1 In reference to Article 15.01, the following paid holidays shall be recognized:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	

- G-2 Subject to Articles 15.04 and 15.05 of the Central Document, the lieu day off shall be granted within the period of thirty (30) days before to thirty (30) days after the paid holiday. The lieu day shall be granted on the tour requested by the nurse wherever possible. Requests for lieu days will be made at least seven (7) days in advance of the day requested, and the Hospital will provide a response to such request within three (3) days of receiving the request.

If a mutually agreeable day cannot be arranged, the Hospital will schedule the day off."

- G-3 The tour in which 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 H - LEAVE OF ABSENCE

H-1 In reference to Article 11.02, there shall be not more than five (5) nurses in total and not more than one (1) nurse from any one (1) unit absent at any one (1) time, and not more than an aggregate total of sixty (60) working days shall be involved in any one calendar year. The Association will provide two (2) week's notice in writing where possible in requesting such leaves.

ARTICLE I - GENERAL

I-1 In reference to Article 10.02, the seniority list shall be filed with the President of the Local Association in March and September of each year; At the same time, the Hospital will post a copy on the bulletin board near the nursing station on each unit.

I-2 The Hospital shall provide bulletin boards for the use of the Association in posting notices of the Association to its members. Such notices must have the approval of the Hospital prior to such posting.

I-3 The Employer agrees to launder uniforms without charge.

c1m/sp/REC87LC (5L)
July 8, 1986

This Local Provision Appendix is signed this 27th day
of OCTOBER; 1986.

It is agreed that all other appendices will continue in effect except as
modified by central negotiations and/or arbitration,

FOR THE ASSOCIATION

M. Schroeder, E.R.O.

Cosby

.....

.....

FOR THE HOSPITAL

.....

.....

.....

.....

c1m/REC1338TC

July 21, 1986

Chedoke-McMaster Hospitals

Operating Div.
CHEDOKE HO. , AL
Sanatorium Road, Hamilton
L8N 3Z5
(416) 388-0240

Box 2000, Station 'A', 1200 Main Street West, Hamilton, Ontario L8N 3Z5 (416) 521-2100

Operating Division
McMASTER UNIVERSITY
MEDICAL CENTRE
1200 Main Street West, Hamilton
L8N 3Z5
(416) 521-2100

PLEASE NOTE NEW TELEPHONE NUMBER FOR
CHEDOKE HOSPITAL DIVISION (416) 521-2100

July 21, 1986

Ms. Marianna Schroeder
Ontario Nurses' Association
883 Upper Wentworth, Suite 201
Hamilton, Ontario
L9A 4Y7

Dear Ms. Schroeder:

In reference to our Memorandum of Agreement on local issues, I am providing this letter of intent.

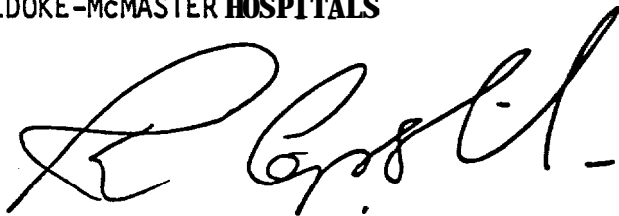
The Hospital undertakes during the course of the agreement, to meet with the local association with the goal of implementing on a trial basis on up to two (2) wards, a schedule providing either days/evenings or days/nights.

Details of such an arrangement will be worked out through the Hospital/Association Committee.

I trust this letter accurately reflects our agreement.

Sincerely yours;

CHEDOKE-McMASTER HOSPITALS



R. E. Capstick
Associate Director, Personnel Services

c1m/1341TC