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#### COLLECTIVE AGREEMENT

between

ST. JOSEPH'S GENERAL HOSPITAL PETERBOROUGH, ONTARIO

and

ONTARIO NURSES' ASSOCIATION

FULL-TIME

Expiry: March 31, 1991



## FULL-TIME MONTHLY SALARIES

### ST. JOSEPH'S GENERAL HOSPITAL, PETERBOROUGH

## Registered Nurs

	April 1, 1988		April 1, 1989		April 1, 1990	
	Monthly	<u>Hourly</u>	Monthly	<u>Hourly</u>	Monthly	<u>Hourly</u>
<u>Head Nurse</u>						
Base 1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years	2787.10 2891.42 2930.32 2978.91 3043.11 3096.01 3160.07 3231.04	17.15 17.79 18.03 18.33 18.73 19.05 19.45 19.88	2842.84 2992.62 3032.88 3083.17 3157.23 3212.11 3278.57 3352.20 3402.49	17.49 18.42 18.66 18.97 19.43 19.77 20.18 20.63 20.94	2956.55 3112.32 3154.19 3206.50 3283.52 3340.59 3409.71 3486.29 3538.59 3591.67	18.19 19.15 19.41 19.73 20.21 20.56 20.98 21.45 21.78 22.10
<u>tered</u> se						
Base After 1 year After 2 years After 3 years After 4 years After 5 years After 6 years After 7 years After 8 years After 9 years	2575.55 2673.38 2715.06 2763.67 2825.96 2881.64 2944.28 3013.88	15.85 16.45 16.71 17.01 17.39 17.73 18.12 18.55	2627.06 2766.95 2810.09 2860.40 2931.93 2989.70 3054.69 3126.90 3173.80	16.17 17.03 17.29 17.60 18.04 18.40 18.80 19.24 19.53	2732.14 2877.63 2922.49 2974.82 3049.21 3109.29 3176.88 3251.98 3300.75 3350.26	16.81 17.71 17.98 18.31 18.76 19.13 19.55 20.01 20.31 20.62
Graduate Nurse						
Base After 1 year After 2 years After 3 years After 4 years After 5 years After 6 years After 7 years After 8 years After 9 years	2505.06 2601.17 2642.83 2691.44 2753.56 2809.24 2871.89 2941.49	15.42 16.01 16.26 16.56 16.94 18.52 17.67 18.10	2555.16 2692.21 2735.33 2785.64 2856.82 2914.59 2979.59 3051.80 3097.57	15.72 16.57 16.83 17.14 17.58 17.94 18.34 18.78	2657.37 2799.90 2844.74 2897.07 2971.09 3031.17 3098.77 3173.87 3221.47 3269.79	16.35 17.23 17.51 17.83 18.28 18.65 19.07 19.53 19.82 20.12

#### APPENDIX 4

#### ST. JOSEPH'S GENERAL HOSPITAL, PETERBOROUGH

#### EDUCATIONAL INCREMENTS

#### Full-time

The Hospital will recognize the successful completion of post-basic training on the following basis:

Baccalaureate degree in Nursing ...... \$80.00 per month

Master's Degree in Nursing ...... \$120.00 per month

The Hospital will also recognize successful completion of post-graduate courses in nursing specialties of three (3) months or more duration, and related correspondence courses sponsored by the Canadian Hospital Association such as Nursing Unit Administration by the payment of fifteen (\$15.00) dollars per month, provided such course is effectively utilized by the nurse in her regular work.

The Hospital may also recognize successful completion of post-basic courses in nursing specialties of less than three (3) months duration by the payment of ten (\$10.00) dollars per month, provided such course is effectively utilized by the nurse in her regular work.

#### Part-time

The Hospital will recognize the successful completion of post-basic training provided such training is effectively utilized by the nurse in her regular work on the following basis:

Baccalaureate degree in Nursing ...... \$3.70 per tour

The Hospital will also recognize successful completion of post-basic courses in nursing specialities of three (3) months or more duration, and related correspondence courses sponsored by the Canadian Hospital Association, such as Nursing Unit Administration, by the payment of seventy cents (70¢) per tour, provided such course is effectively utilized by the nurse in her regular work.

# SICK LEAVE TERMINATION PROVISION IN EFFECT PRIOR TO HOODIP (1981)

#### Settlement or Termination

After five (5) years of continuous service with the Hospital in a position covered by this Agreement, a nurse, on termination, will receive a cash settlement of 50% of her unused sick credits up to a maximum of sixty (60) days. Such settlement shall be based on her current salary rate.

#### **APPENDIX**

to

#### COLLECTIVE AGREEMENT

BETWEEN :

ST. JOSEPH'S GENERAL HOSPITAL PETERBOROUGH, ONTARIO (hereinafter referred to as the "Hospital")

AND:

ONTARIO NURSES' ASSOCIATION (hereinafter referred to as the "Association") (Full-time)

#### ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the exclusive collective bargaining agent of all lay personnel, employed at St. Joseph's General Hospital at Peterborough, as registered or graduate nurses, save and except those who:
  - (a) are classified as supervisors or coordinators or above the rank of supervisor or coordinator, or
  - (b) are exercising managerial functions, or
  - (C) are regularly employed for not more than three (3) tours per week, or
  - (d) are or will be regularly employed for not more than three (3) tours per week but are engaged on a temporary or interim basis for more than three (3) tours per week, or
  - (e) not engaged in a nursing capacity.
- A.2 Where the words "Executive Director" appear, it is understood that his designated representative may be substituted in lieu thereof.
- A.3 Where the word "Director" appears, it is understood that this is the Director of Nursing Service or her designated representative.

A.4 "Head Nurse" shall mean a Head Nurse in the following areas:

2B, 2D, 3D, Intensive Care Unit, Emergency Unit, Surgical Suite, Central Supply Room, 3rd Medical and 4D.

#### ARTICLE B - RIGHTS AND FUNCTIONS OF THE HOSPITAL ADMINISTRATION

- B.1 The Association acknowledges that it is the exclusive function of the Hospital Administration to:
  - (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, transfer, classify, promote, demote, discipline or suspend nurses provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that a nurse has been discharged, disciplined or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided:
  - (c) to manage the Hospital.
  - (d) make and alter from time to time, reasonable rules and regulations to be observed by the nurses.
- B.2 These rights shall be exercised in a manner consistent with this Agreement.

#### ARTICLE C - COMMITTEES AND REPRESENTATIVES

# C.1 rse R atives (6.01)

One (1) nurse representative for each of the following floors, departments or areas: 2B, 3rd Medical, 2D, 3D, 4D, Surgical Suite, Central Supply Room and Emergency Unit, Intensive Care Unit; one nurse representative for the Head Nurses and two nurse representatives for the part-time nurses.

# C.2 Negotiating Committee (6.03)

The representatives on the Negotiating Committee shall consist of not more than four (4) representatives covered by the Full-time and Part-time Collective Agreements, one of whom shall be a part-time nurse.

# C.3 Grievance Committee (6.01)

The representatives on the Grievance Committee shall consist of up to four (4) nurses.

# C.4 (6.02)

#### Association-Hospital Committee

An Association-Hospital Committee shall consist of up to three (3) representatives of each of the parties. Composition of this Committee may be varied by the consent of the parties.

# C.5 <u>Interview</u> (5.06)

The Hospital agrees to provide, once a month, a time period during which all nurses hired into positions covered by this Collective Agreement since the date of the last previous such meeting, may meet with an officer of the Association or nurse representative to interview such nurses.

#### ARTICLE D - SCHEDULING - HOURS OF WORK

#### D.1 Normal Working Hours

(a) The Hospital will schedule nurses (save and except nurses in the Surgical Suite and the Surgical Day Care Unit) on a three (3) tour basis and, subject to such changes as may be required by the Hospital, the starting and stopping time will be as follows:

> 0715 to 1515 hours 1515 to 2315 hours 2315 to 0715 hours

- (b) It is understood that changes in starting and stopping times of more than forty-five (45) minutes may be made only with the consent of the nurse or nurses involved.
- (c) No nurse shall, except in an emergency or by agreement between two nurses, be scheduled to work more than one full tour in three.

#### D.2 Rest Periods

There will be two rest periods and one lunch period in each tour, the time for such periods for each nurse to be determined by her supervisor.

#### D.3 Days Off

(a) The Hospital will make every reasonable effort to schedule days off for nurses on the basis of two days at each time, and so arrange schedules so that no nurse will work for more than seven (7) consecutive days without two (2) days off. Of the

- four (4) days off in a two (2) week period, at least two (2) must be consecutive. Split days will be kept to a minimum.
- (b) The Hospital will schedule at least one week-end off in two. In the event a nurse is not scheduled one weekend off in two the nurse will be paid for the second and any subsequent consecutive weekends of duty in accordance with Article 14.03.
- (c) A period of at least sixteen (16) consecutive hours off shall be scheduled between a change of tours. Split tours will not be scheduled and paid holidays shall not be used to change tours.
- (d) For a nurse who is continuously assigned to the night shift i.e. a nurse who does not rotate her tours on days, evenings and nights, a weekend shall mean the shift which presently commences at 2315 hours on Friday and Saturday nights.
- (e) With the exception of those nurses in the Surgical Suite and the Surgical Day Care Unit, who shall be entitled to four (4) consecutive days off, the Hospital will provide, no less than five (5) consecutive days off over Christmas or New Year's for each nurse, to include either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day.
- (f) The shift commencing at 2315 hours or in the case of compressed work week at 1915 hours shall be the first shift of the day.
- (g) If a nurse is required to work six or seven consecutive night tours, she shall receive forty-eight (48) hours off duty, unless otherwise agreed.
- (h) A weekend consists of fifty-six (56) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Sunday night shift or following completion of the Friday evening shift until commencement of the Monday day shift.

## D.4 <u>Tour Assignment</u>

The Hospital agrees there will be no arbitrary or discriminatory assignment of personnel in the nursing services to particular tours. It is recognized, however, by both parties that the Hospital must be efficiently staffed at all times and therefore the above commitment will in no way preclude the employment of personnel who would be unavailable at other than particular times and cannot be replaced.

D.5 If a nurse is scheduled to work more than seven (7) consecutive tours without two (2) days off, she shall be compensated in accordance with Article 14.03 for the tours additional to the seven (7) consecutive days until granted two (2) days off.

#### D.6 Compressed Work Week

(a) The a n s time of the Extended Tour will be:

0715 to 1915 1915 to 0715

#### (b) Lunch and Rest Periods

Nurses will receive three (3) rest periods and one meal period.

#### (c) Paid Holidays

Nurses working the majority of hours on a holiday shall receive payment in accordance with Article 15.05 for hours worked on such holiday. Such lieu days may be accumulated and taken as time off on the basis of equivalent hours. No more than two (2) extended tours may be taken consecutively.

#### (d) Scheduling

- (i) No more than three (3) consecutive days will be scheduled without days off unless otherwise agreed.
- (ii) Every second weekend will be scheduled off.

# (e) Introduction & Discontinuation of Compressed Work Week

The compressed work week will be initiated or discontinued where seventy percent (70%) of the nurses who are or would be participating in a particular unit so requested by secret ballot.

A trial period for a compressed work week shall be at least six (6) months duration. The parties will jointly evaluate the compressed work week after three (3) months, and there shall be a vote at the conclusion of six (6) months.

If the initial compressed work week is continued beyond the initial trial period, a joint evaluation process will continue on an ongoing basis, according to the following criteria. The Association-Hospital Committee shall be responsible for the joint evaluation process.

The criteria for assessment shall include:

- review of standard of patient care
- medication errors
- incident reports
- absenteeism
- overtime
- scheduling incidents and problems incurred with relief staff
- attendance at inservice education sessions in on duty and off duty time
- turnover rate and reasons
- individual evaluations
- tabulation of comments from patients, physicians and other hospital departments
- D.7 Nursing schedules shall cover a four (4) week period and be posted at least two weeks in advance. Requests for changes to the master will be submitted two (2) weeks prior to posting.

#### ARTICLE E - VACATIONS

- E.1 Nurses shall be entitled to vacation with pay based on (16.01) length of continuous service as of July 1st in any year.
- E.2 The Hospital will give every consideration to the preference of time at which nurses wish to take their vacations.
  - (a) Where conflict arises, Hospital seniority in each unit will govern.
  - (b) The weekend prior to a nurse's vacation shall be scheduled as a weekend off where possible.
  - (c) The Hospital agrees that quotas shall not be unduly restrictive. Such quotas shall not include members absent on leaves of absence for purposes other than vacation
- E.3 Vacation pay will be calculated on the basis of each nurse's regular monthly salary at the time of taking her vacation, save and except where a percentage of earnings is used.

All requests for vacations between June 1 and September 30 will be submitted prior to April 1st of each year in writing or by filling in the appropriate blocks on the vacation time sheet. Vacation schedules will be posted by May 15. All other requests will be submitted in writing at least one month in advance.

#### ARTICLE F - PAID HOLIDAYS

F.1 The following paid holidays shall be recognized:

(15.01)

New Year's Day Good Friday Easter Monday 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 1st Monday in June. Thereafter the holiday will be the second Monday in February.

- F.2 When a nurse is scheduled off on a paid holiday which occurs on a Monday or a Friday, she shall be scheduled off the Saturday and Sunday in conjunction with such holiday.
- F.3 When a holiday falls during the vacation period of the nurse or on a scheduled day off, such nurse shall receive another scheduled day off.
- F.4 (a) Requests for lieu days should be submitted at least two (2) weeks prior to the schedule being posted.
  - (b) All Nurses may accumulate three (3) lieu days which may be taken concurrently as days off or added to her vacation, at a mutually agreeable time.
  - (c) Lieu days off shall be taken within thirty (30) days prior to or sixty (60) days following the holiday. The taking of lieu days shall be at a mutually agreeable time. Lieu days not taken within the prescribed time limits will be paid on the pay period next falling.

#### ARTICLE G - BULLETIN BOARDS & SENIORITY LIST

G.1 The Hospital shall provide three (3) bulletin boards upon which the Association shall have the right to post notices of meetings and such other items as may be of interest to the nurses, such notices to be approved by the Executive Director before posting.

These boards will be located:

- 1. Outside the nurses' locker room on the basement floor of the "A" Wing and,
- 2. In the cafeteria.
- 3. Operating Room Department

Each bulletin board shall provide a suitable area in size, designated for the exclusive use of the Association.

Notices posted on these boards by the Hospital shall be deemed to have been posted within the meaning and provisions of this Agreement.

#### ARTICLE H - PAYCHEQUES

H.1 Pay periods will be of two weeks' duration, terminating with the tour commencing prior to 2359 hours every second Sunday. Pay for this period will be deposited to the employee's bank account by 1000 hours on the Thursday following the end of the pay period. Pay statements will be distributed from 1300 hours on pay day.

Pay cheques for employees not on direct deposit will be issued from 1300 hours on Thursday, except pay cheques for employees no working the day shift on pay day will be available between 0700 and 1630 hours.

The direct deposit system will be mandatory for those employees joining the staff after January 31, 1988>

H.2 Nurses who will be absent on vacation on pay day may request an advance cheque prior to proceeding on vacation. Such request must be made in writing on the approved form to the Department Head at least three weeks before vacation.

#### ARTICLE I - ASSOCIATION LEAVE

I.2 Not more than two (2) nurses from each floor, area or (11.02) unit shall be considered for any one period of time for leave of absence for Association business.

## TICLE J - RETIREMENT

J.1 The normal retirement age for nurses shall be sixty-five (65). Upon notifying the Association, the Hospital may however, at its sole discretion, continue to employ on a month to month basis any nurse after she has attained retirement age.

#### ARTICLE K - MISCELLANEOUS

- K.1 The Hospital shall not require nurses to wear caps. The wearing of caps shall be optional.
- K.2 The Hospital shall submit to the Association a quarterly account of the monies owed to the Hospital for Association days. Such account shall be directed to the Treasurer of the Local Association who will remit the full amount to the Hospital within sixty (60) days.

#### ARTICLE L - PREPAID LEAVE

L.1 In accordance with Article 11.11 (c) the number of nurses that may be absent at any one time shall be one per unit.

Dated at Peterborough, Ontario,	this <u>20</u> day 1988.
FOR THE HOSPITAL	FOR THE ASSOCIATION
Jan V. Doster	1. M. Muson
Leada Danaldson	Chyota

#### LETTER OF UNDERSTANDING

#### **BETWEEN**

ST. JOSEPH'S GENERAL HOSPITAL PETERBOROUGH, ONTARIO

AND

#### ONTARIO NURSES' ASSOCIATION

#### FULL-TIME

The parties hereby agree further to Article A - Recognition as follows:

the deletion of "including teachers" will become null and void, should the Hospital at anytime decide to hire teachers.

DATED AT PETERBOROUGH, ONTARIO THIS 20 DAY OF 1988.

FOR THE HOSPITAL

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#### LETTER OF UNDERSTANDING

#### BETWEEN

ST. JOSEPH'S GENERAL HOSPITAL PETERBOROUGH, ONTARIO

**AND** 

#### ONTARIO NURSES' ASSOCIATION

Presently ICU & 2B schedules do not comply with D.1 (d) PT & D.3 FT. The parties will meet through the Association-Hospital Committee to discuss new or revised schedules, if possible.

DATED AT PETERBOROUGH, ONTARIO THIS \_\_\_\_\_, 1988.

FOR THE HOSPITAL

FOR ONTARIO NURSES' ASSOCIATION

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C. Van CAJITO

#### LETTER OF UNDERSTANDING

#### BETWEEN

# \$T. JOSEPH'S GENERAL HOSPITAL PETERBOROUGH, ONTARIO

#### AND

#### ONTARIO NURSES' ASSOCIATION

Whereas the parties agree to implement job sharing with the initial job sharing on any given unit to be on a six (6) month (3 rotations) trial basis.

The parties therefore agree to the following terms and conditions of job sharing:

- Job sharing requests with regard to full-time positions shall be considered on an individual unit basis and the Hospital shall reserve **the** right to determine the appropriateness of such arrangements.
- Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions must be posted and selection based on the criteria set out in the collective agreement. An incumbent full-time nurse wishing to share her position, may request to do so without having her half of the position posted. However, the other half of the job shared position must be posted and the selection based on the criteria set out in the collective agreement.
- 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 will revert to a full-time position. The remaining nurse will have the option of continuing in the full-time position. If she does not continue full-time, the position must be posted in accordance with the collective agreement.
- Posted schedules for the job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. Such schedule shall conform with the scheduling provisions of the full-time collective agreement.
- Total hours worked by the two job sharers shall be equal to one full-time position. The schedule will be determined by the Hospital with consultation between the two nurses and the Head Nurse.

In consultation with the Head Nurse, each job sharer may request an exchange of shifts with her partner as well as with other nurses in accordance with the collective agreement.

#### 7. Leave of Absence:

#### (a) <u>Illness</u>

It is expected that both job sharers will be prepared to cove each other's incidental illness. If, for any reason, one cannot cover the other, the Head Nurse or Nursing Supervisor must be notified to book coverage.

#### (b) Vacation, Maternity Leave, Etc.:

In the event that one member of the job sharing arrangement goes on a leave of absence, the coverage will be negotiated with the Head Nurse, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

8. The continuation or termination of the agreement will be completely at the discretion of the hospital.

DATED AT PETERBOROUGH, ONTARIO THIS 20 DAY OF June 1988.

harguerte bonroelyte

FOR THE HOSPITAL

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FOR ONTARIO NURSES' ASSOCIATION

m. Masin

Julie