

SOURCE	Ona		
FFS.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	15		
NO. IN FULL-TIME	51		

COLLECTIVE AGREEMENT

BETWEEN :

West Haldimand General Hospital

(hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: 31 March, 1991

FEB - 9 1990

0579404

APPENDIX 3 - SALARY SCHEDULE

FULL-TIME NURSES MONTHLY RATES

Registered Nurse

	April 1, 1988	April 1, 1989	April 1, 1990
Level 1 - Start	\$2575.55	\$2627.06	\$2732.14
Level 2 - After 1 Year	2673.38	2766.95	2877.63
Level 3 - After 2 Years	2715.06	2810.09	2922.49
Level 4 - After 3 Years	2763.67	2860.40	2974.82
Level 5 - After 4 Years	2825.96	2931.93	3049.21
Level 6 - After 5 Years	2881.64	2989.70	3109.29
Level 7 - After 6 Years	2944.28	3054.69	3176.88
Level 8 - After 7 Years	3013.88	3126.90	3251.98
Level 9 - After 8 Years		3173.80	3300.75
Level 10 - After 9 Years			3350.26

Graduate Nurse

Level 1 - Start	\$2498.28	\$2548.24	\$2650.17
Level 2 - After 1 Year	2594.23	2685.03	2792.43
Level 3 - After 2 Years	2635.89	2728.14	2837.27
Level 4 - After 3 Years	2684.56	2778.52	2889.66
Level 5 - After 4 Years	2746.60	2849.59	2963.57
Level 6 - After 5 Years	2803.68	2908.82	3025.17
Level 7 - After 6 Years	2864.93	2972.36	3091.25
Level 8 - After 7 Years	2934.54	3044.59	3166.37
Level 9 - After 8 Years		3090.26	3213.97
Level 10 - After 9 Years			3262.08

APPENDIX 3 - SALARY SCHEDULE

FULL-TIME NURSES MONTHLY RATES

Instructor

	April 1, 1988	April 1, 1989	April 1, 1990
Level 1 - Start	\$2842.01	\$2898.85	\$3014.80
Level 2 - After 1 Year	2945.14	3048.22	3170.15
Level 3 - After 2 Years	2985.86	3090.36	3213.97
Level 4 - After 3 Years	3031.68	3137.79	3263.30
Level 5 - After 4 Years	3097.42	3213.57	3342.11
Level 6 - After 5 Years	3148.91	3266.99	3397.67
Level 7 - After 6 Years	3211.56	3331.99	3465.27
Level 8 - After 7 Years	3281.17	3404.21	3540.38
Level 9 - After 8 Years		3455.27	3593.48
Level 10 - after 9 Years			3647.38

Team Leader

Level 1 - Start	\$2639.26	\$2692.05	\$2799.73
Level 2 - After 1 Year	2741.43	2837.38	2950.88
Level 3 - After 2 Years	2781.71	2879.07	2994.23
Level 4 - After 3 Years	2830.31	2929.37	3046.54
Level 5 - After 4 Years	2894.17	3002.70	3122.81
Level 6 - After 5 Years	2948.45	3059.02	3181.38
Level 7 - After 6 Years	3011.11	3124.03	3248.99
Level 8 - After 7 Years	3080.70	3196.23	3324.08
Level 9 - After 8 Years		3244.17	3373.94
Level 10- After 9 Years			3424.55

APPENDIX 4

SUPERIOR CONDITIONS

The fact that the parties have agreed to include the Superior Conditions contained in this Appendix is without prejudice to either party's rights to any other superior provisions which are maintained in force as a result of the O'Shea interest arbitration award dated October 23, 1981.

AWARD & CURRENT
COLLECTIVE AGREEMENT

COLLECTIVE AGREEMENT OCTOBER 1, 1978
TO SEPTEMBER 30, 1980

Article 5 - Note

8.03 Each month, the Hospital will provide the Association with a list of names of nurses from whom deductions are made. The list will include the social insurance number of each nurse, the names of nurses who have terminated or have been hired and those on leave of absence in excess of one (1) month.

Full-time

APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Hospital save and except Head Nurses and persons above the rank of Head Nurses.
- A-2 The word "Nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- A-3 The expression "immediate supervisor" when used in this Agreement shall mean the Head Nurse or the first supervisory level excluded from the bargaining unit.

ARTICLE B - ASSOCIATION SECURITY

- B-1 The interview of newly hired nurses as provided for in Article 5.06 shall take place during the orientation period. The scheduling of such interview is to be arranged between the Hospital and the Association.

ARTICLE C - MANAGEMENT RIGHTS

- C-1 The Association acknowledges that the Management of the Hospital and the direction of working forces are retained 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 claim of discharge or discipline without just cause may be the subject of a grievance and be dealt with as hereinafter provided:

- (c) determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service, and the location of work:
- (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 and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.

C-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE D - REPRESENTATION AND COMMITTEES

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. Representatives and committee members in total are as follow:

D-1 Nurse Representatives

There shall be not more than three (3) Nurse Representatives.

D-2 ce Committee

This committee shall be composed of not more than three (3) nurses.

D-3 Negotiating Committee

This committee shall be composed of not more than three (3) nurses.

D-4 Hospital-Association Committee

This committee shall be composed of not more than *three* (3) nurses and not more than three (3) Hospital representatives. Each party may have alternates to replace a member from time to time.

ARTICLE E - SENIORITY LIST

E-1 A seniority list as provided for in article 10.02 will be compiled during January and July of each year, and will be posted on the Association bulletin board.

ARTICLE F - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

F-1 Leave of absence for Association business as provided for in Article 11.02 shall be granted as requested provided six (6) weeks notice is given to the Hospital, where possible.

It is agreed that not more than two (2) nurses shall be absent on such leave at the same time

ARTICLE G- HOURS OF WORK

Scheduling

G-1 The Hospital agrees to the following conditions in the formulation of working schedules:

- (a) at least two (2) weekends off in five (5). A nurse will receive premium payment as provided for in Article 14.03 for all hours worked on a fourth consecutive and subsequent 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 a result of an exchange of shifts with another nurse.

It is understood that a weekend consists of at least fifty-six (56) hours off work during the period following the completion of the Friday tour. A tour belongs to the day on which it begins,

- (b) schedules shall be posted no less than twenty-eight (28) days in advance. Once posted, this schedule shall not be changed without the nurse being notified. Requests for change in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange days off or tours. Such change in tour initiated by a nurse and approved by the Hospital shall not result in overtime payment. Such exchanges can occur between full-time and part-time nurses on the same unit:
- (c) at least four (4) days off will be scheduled in each two (2) week period. No nurse will be scheduled to work more than seven (7) consecutive days except by mutual consent:
- (d) no less than two (2) consecutive tours shall be scheduled off between tour changes except by mutual consent, and, six (6) consecutive

tours **off** following night duty after a full rotation of same:

- (e) these scheduling objectives may be waived between December 15th and January 15th so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's, Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day, The employer shall advise each nurse of these days four (4) 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;
- (f) lieu time off as provided for in Article 14.09 shall be scheduled at a mutually agreeable time within sixty (60) days of time being earned,

ARTICLE H - PAID HOLIDAYS

H-1 With reference to Article 15.01, the designated holidays shall be as follows:
New Year's Day
Second Monday in February (Effective April 1, 1989)
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

H-2 Lieu days as provided for in Article 15.05 shall be scheduled with regular days off, or, at the request of the nurse added to her vacation in the following manner :

- (a) Lieu days can be taken in prime vacation time if the total number of days does not exceed twenty-one (21) days. This applies to Canada Day, Civic Holiday, Labour Day. It is not a prerequisite for a nurse to have used up all vacation time before using a lieu day,

- (b) At other than prime vacation time up to three (3) lieu days may be added to vacation in accordance with Hospital Policy. This does not apply to Thanksgiving and the holidays listed in G-1 (e). In order to use the above options in (a) and (b), a nurse must request such additions of lieu days at the same time as vacation is requested.
- (c) Requests to change scheduled lieu days shall be submitted in writing,
- (d) Lieu days will otherwise be taken within 30 days of the actual holiday,

H-3 It is understood and agreed that a nurse commencing the tour of duty at 2300 hours immediately prior to a holiday shall be paid at the rate as provided for in Article 15.05. it is further understood and agreed that the nurse commencing the tour of duty at 2300 hours falling on the day of the statutory holiday shall be paid at her regular straight time rate of pay for the entire tour.

ARTICLE I - VACATIONS

- I-1 The cut off date for determining vacation entitlement shall be June 30 in any year.
- I-2 It is understood and agreed that the Hospital will give every consideration to the nurse's preference as to the timing of her vacation. In the event of a conflict between nurses, the Hospital will endeavour to apply seniority, but of necessity, the Hospital must reserve the right to the final decision as to the scheduling of vacations.

ARTICLE J - MISCELLANEOUS

- J-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding Association business: The Association may post notice of meetings on bulletin boards in the unit conference rooms.
- J-2 The Hospital shall continue to provide scrub dresses and laboratory coats, where the Hospital requires they be worn,
- J-3 In reference to Article 18.03, nurses shall notify the Director of Nurses of such changes.

J-4 In reference to Article 11.11 (c) - Prepaid Leave Plan it is agreed that one (1) nurse (full-time or part-time) from each nursing unit, to a maximum of three (3), should be allowed off at any one time.

Dated at Hagersville, Ontario, this 8th day of January, 1989
RB

FOR THE HOSPITAL

FOR ONTARIO NURSES' ASSOCIATION

<u>Myna Cooper N.S.N.</u>	<u>Brenda Brown F.R.N.</u>
<u>Michael S. Park E.D.</u>	<u>Elizabeth Regan</u>
<u>[Signature] A.A.</u>	<u>Judith Harris Reg N.</u>
<u>Nancy L. Armstrong S.R.G.</u>	<u>Eleanor Parsons Reg N.</u>

Part-time

COLLECTIVE AGREEMENT

5798

:

West Haldimand General Hospital

(hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: 31 March, 1991

— APPENDIX 3 - SALARY SCHEDULE

PART-TIME NURSES HOURLY RATES

Registered Nurses

	April 1, 1988	April 1, 1989	April 1, 1990
Starting Salary	\$15.85	\$16.17	\$16.81
After 200 tours	16.45	17.03	17.71
400	16.71	17.29	17.98
600	17.01	17.60	18.31
800	17.39	18.04	18.76
1000	17.73	18.40	19.13
1200	18.12	18.80	19.55
1400	18.55	19.24	20.01
1600		19.53	20.31
1800			20.62

Graduate Nurses

	April 1, 1988	April 1, 1989	April 1, 1990
Starting Salary	\$15.37	\$15.68	\$16.31
After 200 tours	15.96	16.52	17.19
400	16.22	16.79	17.46
600	16.52	17.10	17.78
800	16.90	17.54	18.24
1000	17.25	17.90	18.62
1200	17.63	18.29	19.02
1400	18.06	18.74	19.49
1600		19.02	19.78
1800			20.07

APPENDIX 4

SUPERIOR CONDITIONS

The fact that the parties have agreed to include the Superior Conditions contained in this Appendix is without prejudice to either party's rights to any other superior provisions which are maintained in force as a result of the O'Shea interest arbitration award dated October 23, 1981.

AWARD & CURRENT
COLLECTIVE AGREEMENT

COLLECTIVE AGREEMENT OCTOBER 1, 1978
TO SEPTEMBER 30, 1980

Article 5 - Note

8.03 Each month, the Hospital will provide the Association with a list of names of nurses from whom deductions are made. The list will include the social insurance number of each nurse, the names of nurses who have terminated or have been hired and those on leave of absence in excess of one (1) month.

Part-time

APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Hospital save and except Head Nurses and persons above the rank of Head Nurses.
- A-2 The word "Nurses" when used throughout this Agreement shall mean persons included in the above Described bargaining unit.
- A-3 The expression "immediate supervisor" when used in this Agreement shall mean the Head Nurse or the first supervisory level excluded from the bargaining unit,

ARTICLE B - ASSOCIATION SECURITY

- B-1 The interview of newly hired nurses as provided for in Article 5.06 shall take place during the orientation period. The scheduling of such interview is to be arranged between the Hospital and the Association.

ARTICLE C - MANAGEMENT RIGHTS

- C-1 The Association acknowledges that the Management of the Hospital and the direction of working forces are retained 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 be dealt with as hereinafter provided:

- (c) determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service, and the location of work;
- (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 and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.

C-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement,

ARTICLE D - REPRESENTATION AND COMMITTEES

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. Representatives and committee members in total are as follow:

D-1 Nurse Representatives

There shall be not more than three (3) Nurse Representatives.

D-2 Grievance Committee

This committee shall be composed of not more than three (3) nurses.

D-3 Negotiating Committee

This committee shall be composed of not more than three (3) nurses.

D-4 Association Committee

This committee shall be composed of not more than three (3) nurses and not more than three (3) Hospital representatives. Each party may have alternates to replace a member from time to time.

ARTICLE E - SENIORITY LIST

E-1 A seniority list as provided for in article 10.02 will be compiled during January and July of each year, and will be posted on the Association bulletin board.

ARTICLE F - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

F-1 Leave of absence for Association business as provided for in Article 11.02 shall be granted as requested provided six (6) weeks notice is given to the Hospital, where possible.

It is agreed that not more than two (2) nurses shall be absent on such leave at the same time.

ARTICLE G - HOURS OF WORK

Scheduling

- G-1 The Hospital agrees to the following conditions in the formulation of working schedules:
- (a) at least one (1) weekend off in three (3). A nurse will receive premium payment as provided for in Article 14.03 for all hours worked on a fourth consecutive ant! subsequent 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 a result of an exchange of shifts with another nurse.
- It is understood that a weekend consists of at least fifty-six (56) hours off work during the period following the completion of the Friday tour. A tour belongs to the day on which it begins.
- (b) schedules for regular part-time nurses will be posted no less than twenty-eight (28) days in advance. Once posted, this schedule shall not be changed without the nurse being notified. Part-time nurses will not have tours added to their established schedule without their consent. Requests for change in posted time schedules must be submitted in writing ant! co-signed by a nurse willing to exchange days off or tours. Such change in tour initiated by a nurse and approved by the Hospital shall not result in overtime payment. Such exchanges can occur between full-time and part-time nurses on the same unit:
 - (c) no nurse will be scheduled to work more than four (4) consecutive days except by mutual consent;

- (d) these scheduling regulations may be waived between December 15th and January 15th so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. The off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day. The Employer shall advise each nurse of these days four (4) 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;
- (e) a nurse shall have a minimum of twelve (12) hours off from the completion of work to the start of work, except *by mutual consent*;
- (f) a nurse shall have at least thirty-two (32) hours off after completion of night shift, except *by mutual consent*;
- (g) the hospital will endeavour to pre-schedule shifts for regular part-time nurses on each unit on an equitable basis.

G-2 Part-time Availability

Nurses employed on a regular part-time basis shall be available to work as required by the Hospital on the following basis:

- (a) eleven (11) calendar months of the year which must include two (2) of the following three (3) months; December, July, August;
- (b) at least two (2) weekends in six (6);
- (c) two (2) tours per week;
- (d) December 24, 25 and 26 or December 31 and January 1;
- (e) four (4) additional recognized holiday weekends during the year;

G-3 Casual Part-time Availability

Casual part-time nurses will declare on a bi-weekly basis their availability for work on specified days for the next two-week period. A casual part-time nurse who declares herself available for any tour and later becomes unavailable for work shall notify the Hospital as soon as this change in circumstances becomes known.

ARTICLE H - AID HOLIDAYS

H-1 With reference to Article 15.01, the designated holidays shall be as follows:

New Year's Day
Second Monday in February (Effective April 1, 1989)
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

H-2 It is understood and agreed that a nurse commencing the tour of duty at 2300 hours immediately prior to a holiday shall be paid at the rate as provided for in Article 15.05. It is further understood and agreed that the nurse commencing the tour of duty at 2300 hours falling on the day of the statutory holiday shall be paid at her regular straight time rate of pay for the entire tour,

ARTICLE I - VACATIONS

I-1 The cut off date for determining vacation entitlement shall be June 30 in any year.

I-2 It is understood and agreed that the Hospital will give every consideration to the nurse's preference as to the timing of her vacation, In the event of a conflict between nurses, the Hospital will endeavour to apply seniority, but of necessity, the Hospital must reserve the right to the final decision as to the scheduling of vacations.

I-3 Vacation pay for part-time nurses shall be given on the first pay period in July of any year.

ARTICLE J - MISCELLANEOUS

J-1 The hospital will provide bulletin board space for the purpose of posting notices regarding Association business. The Association may post notice of meetings on bulletin boards in the unit conference rooms.

- J-2 The Hospital shall continue to provide scrub dresses and laboratory coats, where the Hospital requires they be worn,
- J-3 In reference to Article 17.03, nurses shall notify the Director of Nurses of such changes,
- J-4 In reference to Article 11.11 (c) - Prepaid Leave Plan it is agreed that one (1) nurse (full-time or part-time) from each nursing unit, to a maximum of three (3), shall be allowed-off at any one time.

D ted at Hagersville, Ontario, this 8th day of

January, 1989.

FOR THE HOSPITAL

FOR ONTARIO NURSES' ASSOCIATION

Myrna Cooper U.O.N.

Michael S. Park E.D.

[Signature] A.A.

Nancy L. Armstrong SRA.

[Signature] E.C.

[Signature] Reg N.

Judith Hays Reg N.

Elaine Parsons Reg N.