

SOURCE	Hosp
EFF.	88/04/01
TERM.	91/03/31
No. OF EMPLOYEES	235
NOMBRE D'EMPLOYÉS	df

COLLECTIVE AGREEMENT

between

**HOTEL DIEU HOSPITAL
St.Catharines , Ontario**

and

ONTARIO NURSES' ASSOCIATION

Expires: March 31, 1991

MAR 12 1993

05800(04)

APPENDICES

TO THE

COLLECTIVE AGREEMENT

BETWEEN

HOTEL DIEU HOSPITAL, ST. CATHARINES
(hereinafter referred to as the "Hospital")

AND

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

Expiry: March 31, 1991

APPENDIX 3

TO THE

COLLECTIVE AGREEMENT

BETWEEN

HOTEL DIEU HOSPITAL, ST. CATHARINES
(hereinafter referred to as the "Hospital")

AND

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

Expiry: March 31, 1991

SALARY SCHEDULE - REGULAR FULL-TIME NURSES

Effective April 1, 1988

CLASSIFICATION	LEVEL 1 START	LEVEL 2 1 YEAR	LEVEL 3 2 YEARS	LEVEL 4 3 YEARS	LEVEL 5 4 YEARS	LEVEL 6 5 YEARS	LEVEL 7 6 YEARS	LEVEL 8 7 YEARS	LEVEL 9 8 YEARS	LEVEL 10 9 YEARS
CLINICAL INSTRUCTOR	2729.73	2848.26	2899.72	2954.57	3016.62	3075.18	3135.43	3194.15		
REGISTERED NURSE	2575.55	2673.38	2715.06	2763.67	2825.96	2881.64	2944.28	3013.88		
ELIGIBLE GRADUATE	2503.32	2598.64	2641.27	2688.98	2752.26	2808.96	2871.08	2940.36		
NON-ELIGIBLE GRAD	2451.27	2545.66	2588.11	2637.69	2700.70	2755.85	2817.81	2888.79		

Effective April 1, 1989

CLINICAL INSTRUCTOR	2784.32	2947.95	3001.21	3057.98	3129.74	3190.50	3253.01	3313.93	3363.64	
REGISTERED NURSE	2627.06	2766.95	2810.09	2860.40	2931.93	2989.70	3054.69	3126.90	3173.80	
ELIGIBLE GRADUATE	2553.39	2689.59	2733.71	2783.09	2855.47	2914.30	2978.75	3050.62	3096.38	
NON-ELIGIBLE GRAD	2500.30	2634.76	2678.69	2730.01	2801.98	2859.19	2923.48	2997.12	3042.08	

Effective April 1, 1990

CLINICAL INSTRUCTOR	2895.69	3065.87	3121.26	3180.30	3254.93	3318.12	3383.13	3446.49	3498.19	3550.66
REGISTERED NURSE	2732.14	2877.63	2922.49	2974.82	3049.21	3109.29	3176.88	3251.98	3300.75	3350.26
ELIGIBLE GRADUATE	2655.53	2797.17	2843.06	2894.41	2969.69	3030.87	3097.90	3172.64	3220.24	3268.54
NON-ELIGIBLE GRAD	2600.31	2740.15	2785.84	2839.21	2914.06	2973.56	3040.42	3117.00	3163.76	3211.22

SALARY SCHEDULE - REGULAR PART-TIME AND CASUAL NURSES

Effective April 1, 1988

CLASSIFICATION	LEVEL 1 START	LEVEL 2 1 YEAR	LEVEL 3 2 YEARS	LEVEL 4 3 YEARS	LEVEL 5 4 YEARS	LEVEL 6 5 YEARS	LEVEL 7 6 YEARS	LEVEL 8 7 YEARS	LEVEL 9 8 YEARS	LEVEL 10 9 YEARS
CLINICAL INSTRUCTOR	16.80	17.53	17.84	18.18	18.56	18.92	19.29	19.66		
REGISTERED NURSE	15.85	16.45	16.71	17.01	17.39	17.73	18.12	18.55		
ELIGIBLE GRADUATE	15.41	15.99	16.25	16.55	16.94	17.29	17.67	18.09		
NON-ELIGIBLE GRAD	15.08	15.67	15.93	16.23	16.62	16.96	17.34	17.78		

Effective April 1, 1989

CLINICAL INSTRUCTOR	17.14	18.14	18.47	18.82	19.26	19.63	20.02	20.39	20.70	
REGISTERED NURSE	16.17	17.03	17.29	17.60	18.04	18.40	18.80	19.24	19.53	
ELIGIBLE GRADUATE	15.71	16.55	16.82	17.13	17.57	17.93	18.33	18.77	19.05	
NON-ELIGIBLE GRAD	15.39	16.21	16.48	16.80	17.24	17.60	17.99	18.44	18.72	

Effective April 1, 1990

CLINICAL INSTRUCTOR	17.82	18.87	19.21	19.57	20.03	20.42	20.82	21.21	21.53	21.85
REGISTERED NURSE	16.81	17.71	17.98	18.31	18.76	19.13	19.55	20.01	20.31	20.62
ELIGIBLE GRADUATE	16.34	17.21	17.50	17.81	18.28	18.65	19.06	19.52	19.82	20.11
NON-ELIGIBLE GRAD	16.00	16.86	17.14	17.47	17.93	18.30	18.71	19.18	19.47	19.76

APPENDIX 4

TO THE

COLLECTIVE AGREEMENT

BETWEEN

HOTEL DIEU HOSPITAL, ST. CATHARINES
(hereinafter referred to as the "Hospital")

AND

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

SUPERIOR BENEFITS

BOTH FULL-TIME AND PART-TIME SECTIONS

APPLICABLE SECTION OF
THE COLLECTIVE AGREEMENT
AND ARTICLE NUMBER

PROVISION

5.05 Both Full-time and Part-time	NOTE	In addition to the information set forth in Article 5.05 of the Full-time and Part-time Sections of the Collective Agreement, the Hospital agrees to provide addresses, classifications and departments. This is consistent with the practice set forth in Article 7.01 (c) of the previous Collective Agreement.
16.01 Part-time only	NOTE	(a) Regular Part-time nurses on staff prior to October 23, 1981 will be granted a vacation pay in the amount of 8% of her earnings up to and including the last complete pay period prior to December 31st of any year. Such entitlement shall continue until such time as the Regular Part-time nurse has a vacation entitlement of 4 weeks at which time she shall be covered by Article 16.01 of the part-time section of the Collective Agreement. (b) Casual Part-time nurses on Casual Part-time staff prior to October 23, 1981 will be entitled to vacation pay based on 6% of her earnings up to and including the last complete pay period prior to December 31st of any year.
18.05 Full-time 17.05 Part-time		<u>Immunization</u> When considered necessary by the Hospital from time to time, but not over a reasonable objection by the Nurse involved, a Nurse may be given an immunization injection at the Hospital's expense, which may include injections for Poliomyelitis, Tuberculosis, Tetanus, Measles, German Measles, Mumps, Gammaglobulin, Flu, Small Pox, Typhoid, and Paratyphoid.

19.09 Full-time
18.09 Part-time

The Hospital will pay monthly education increments in addition to normal salary as stated below provided the qualifications are used in the performance of the Nurse's normal or assigned duties:

(a) For a recognized certificate, or successful completion of a recognized course of four (4) or more weeks duration but less than three (3) months, in Intensive Care Nursing and/or Coronary Care Nursing
..... \$ 10.00 per month

"Recognized" means recognized by the Hospital;

(b) for a course in Nursing Unit Administration (CHA/CNA)
..... \$ 15.00 per month

(c) For a one year university certificate or diploma in Nursing
..... \$ 40.00 per month

(d) For a Bachelor of Science Degree in Nursing
..... \$ 80.00 per month

(e) For a Master of Science Degree in Nursing
..... \$120.00 per month

APPENDIX 5

TO THE

COLLECTIVE AGREEMENT

BETWEEN

HOTEL DIEU HOSPITAL, ST. CATHARINES, ONTARIO
(hereinafter referred to as the "Hospital")

AND

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

ARTICLE A - RECOGNITION

ARTICLE B - MANAGEMENT RIGHTS

ARTICLE C - REPRESENTATIVES AND COMMITTEES

ARTICLE D - LEAVE OR ABSENCE - ASSOCIATION BUSINESS

ARTICLE E - ABSENCE

ARTICLE F - HOURS OF WORK

ARTICLE G - STANDBY

ARTICLE H - PAID HOLIDAYS

ARTICLE I - VACATIONS

ARTICLE J - MISCELLANEOUS

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Association as the bargaining agent of all lay Registered and Graduate Nurses employed as such by the Hotel Dieu, St. Catharines, Ontario save and except Head Nurses. and persons above the rank of Head Nurse.

This certificate is to be read subject to the terms of the decision of the Ontario Labour Relations Board in this matter. and accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision of the Board.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association acknowledges that it is the exclusive function of the Hospital to:

- a) maintain order, discipline, and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the Nurses, which rules and regulations are primarily designed to safeguard the interests of the patients in the Hospital;
- b) hire, transfer, promote, demote, discharge, suspend or discipline nurses, provided that a claim of discriminatory promotion, demotion, or transfer or a claim that a nurse has been suspended, discharged or disciplined without reasonable cause may be the subject of a grievance and may be dealt with as hereinafter provided;
- c) generally to operate the Hotel Dieu Hospital, St. Catharines in an effective manner consistent with the obligations of the Hospital to the general public in the community served; it being understood and agreed that the Hospital will retain all functions of Management inherent in it as an employer, save and except only such functions as are specifically modified or abridged by this Agreement;
- d) the Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Hospital has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement shall be the subject of a grievance.

B-2 The Hospital may make, and from time to time change, rules and regulations regarding operation of the Hospital. Before any new or changed rule is put into effect, there will be prior notice to and discussion with the Association.

ARTICLE C - REPRESENTATIVES AND COMMITTEES

C-1 Nurse Representatives

There shall be ten (10) nurse representatives from the Seventeen (17) areas of the Hospital. The seventeen (17) areas of the Hospital are as follows:

1C; 2C/Oncology; 3rd; 3C; 4th/4OR/4RR; 4C; ICU; 5OR/5RR; CAU/Day Surgery/Endoscopy; Emergency/Diabetic Education.

C-2 Grievance Committee

There shall be a Grievance Committee composed of no more than four (4) nurses.

C-3 Hospital-Association Committee

There shall be a Hospital-Association Committee composed of three (3) nurses (one of which may be a part-time nurse) and an equal number of the Hospital representatives.

C-4 Negotiating Committee

There shall be a Negotiating Committee composed of four (4) Association representatives.

C-5 The interview of newly hired nurse(s) as required by Article 5.06 (both full-time and part-time) will take place during the orientation period.

C-6 The president of the local Association may request steady day tour and the Hospital shall grant such request. It is understood that such schedule will require weekend rotation and that other nurses in the unit to which the President is assigned will be required to cover the President's evening and night tour without penalty to the Hospital.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

D-1 The leave of absence as set out in Article 11.02 of the full-time and part-time sections of the Collective Agreement shall be granted provided not more than four (4) nurses can be absent at any one time excepting that up to seven (7) nurses can be absent during the O.N.A. annual meeting; and not more than one (1) regular full-time and/or one (1) part-time nurse from any one nursing department at any one time. Effective April 1, 1987 the overall total leave will be increased to eighty (80) days in one (1) calendar year.

D-2 The President of the Local Association or her designate will provide written notice to the Assistant Executive Director, Patient Services at least two (2) weeks in advance of the desired leave days, setting out the names of the nurses and the purpose and duration of the leave. The requirement for two (2) weeks in advance notification may be lessened in emergency situations.

ARTICLE E - ABSENCE

- E-1 A nurse who is unable to attend work on her next regular scheduled tour due to disability is required to notify her immediate supervisor or designate at least one (1) hour prior to the beginning of the day tour and at least three (3) hours prior to the beginning of the afternoon and night tours. This requirement is waived for subsequent days of disability where a future return date or contact date has been established.

ARTICLE F - HOURS Of WORK

- F-1 A normal schedule shall consist of ten (10) tours in a two (2) week period. Schedules shall commence with the day tour on Monday and shall end with the night tour on Sunday.

- E-2 Should a nurse be recalled to duty during meal time, additional time shall be added later in the tour.

- F-3 Meal periods and relief periods as referred to in Article 13.01 (b) of the full-time and part-time sections of the Collective Agreement shall be scheduled by the Hospital.

F-4 Scheduling Procedures

The hospital agrees to the formation of an ongoing Scheduling Committee composed of representatives from the Association and the Hospital. It shall be the duty of this Committee to prepare perpetual rotating tour schedules which will best serve the Hospital, it's patients and employees. Such schedules shall be presented to the Assistant Executive Director, Patient Services and shall only be posted with her prior approval. In the event of the failure of the Scheduling Committee to produce an acceptable schedule, the Assistant Executive Director, Patient Services shall post a schedule.

E-5 Scheduling Limitations

- a) Schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split.
- b) A period of forty-eight (48) consecutive hours off shall be Scheduled on completion of a rotating night tour and sixteen (16) hours off between changes in other tours. Should these limitations not be adhered to, a nurse will be paid in accordance with Article 14.03 of the full-time and part-time sections of the Collective Agreement for time worked on the first tour of the posted schedule.

F-5 Scheduling Limitations (cont'd)

- c) One (1) weekend off in three (3) shall be scheduled and the off duty Weekend of a nurse on steady night tour shall commence at 2300 hours on Friday and end at 2300 hours on Sunday. A nurse shall be paid in accordance with Article 14.03 of the full-time and part-time sections of the Collective Agreement for hours worked on third and subsequent weekends and shall so continue until a weekend off is scheduled, save and except:
- 1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - 2) such nurse has requested weekend work; or
 - 3) such weekend is worked as the result of an exchange of shifts with another nurse.
- d) At least half **the** paid holidays or days off in lieu thereof shall be scheduled consecutively with a weekend off.
- e) These scheduling regulations may be waived between December 15th and January 5th **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** objective shall be that a nurse shall be scheduled off for Christmas one year and New Year's the next. The Hospital shall post a schedule of these days for four (4) weeks in advance. This provision shall not apply to any area where nurses normally work on Monday to Friday and are not normally scheduled to work on paid holidays.
- f) Scheduling of a day off on the day on which a paid holiday is observed shall ensure that distribution is as equitable as is reasonably practicable.
- g) When a nurse works a full overtime tour immediately following her full regularly scheduled tour the nurse may request her next regular scheduled tour off without pay where such tour falls on the calendar day **immediately** following her previous scheduled tour. The Unit Manager will consider the request subject to the efficient operation of the Hospital, and such request will not be unreasonably withheld.

F-6 Scheduling Regulations

- 1) The Assistant Executive Director, Patient Services, shall determine staffing requirements and the direction and distribution of staff.
- 2) **The** Assistant Executive Director, Patient Services, may grant permission to work evening or night tours on a permanent basis, consistent with **staffing** requirements.

F-6 Scheduling Regulations (cont'd)

- 3) **When** necessary system changes in perpetual rotating schedules are made, the finalized schedule shall be posted at least three (3) weeks in advance of their effective date,
- 4) A request for changes in posted schedules must be by mutual agreement, **co-signed** by the nurses concerned and **submitted** in writing to the Department Head for approval.

The provision set out in Article 14.02 of the full-time and part-time sections of the Collective Agreement shall **apply**.

F-7 Consistent with efficient operation, the Hospital will ensure that these Scheduling Procedures, Limitations and Regulations shall be applied on a fair and equitable basis.

F-8 Overtime

Lieu time off **as** provided for in Article 14.09 of the full-time section of the Collective Agreement shall be arranged by the Hospital and in doing **it**, will take into account the wishes of the nurse, subject to the efficient operation of the Hospital.

ARTICLE G - STANDBY.

G-1 There shall be equitable distribution of standby duties among those nurses who normally perform this work.

ARTICLE H - PAID HOLIDAYS

H-1 The following shall be recognized **as** paid holidays:

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

H-2 **For the purposes** of this Article, a paid holiday shall **commence at 2300 hours** on the day prior to the day on which the paid **holiday** is recognized and premium time shall be paid for work **performed** on such tour. Normal rate shall be paid in respect **to the tour** which **commences** at 2300 hours on the day **on** which the paid holiday is recognized.

- H-3 Lieu days as provided for in Article 15.05 of the full-time section of the Collective Agreement shall be scheduled by the Hospital within thirty (30) days prior to or succeeding such holiday and in doing it, will take into account the wishes of the nurse, subject to the efficient operation of the Hospital.
- H-4 When a nurse is entitled to a lieu day as provided for in Articles 15.04 (a) and 15.04 (b) of the full-time section of the Collective Agreement, the day will be scheduled by the Hospital within thirty (30) days prior to or succeeding such holiday and in doing it, will take into account the wishes of the nurse, subject to the efficient operation of the Hospital.
- H-5 A nurse who is scheduled off on a weekend to which a paid holiday is attached shall also be scheduled off on the paid holiday. Conversely, a nurse who is scheduled to work on the weekend to which a paid holiday is attached may be scheduled to work on the paid holiday if required by the efficient operation of the hospital.

NOTE: The above stated holidays in H-1 are recognized for the purposes of payment of part-time nurses who work on such days. The definition of a paid holiday is outlined in H-2.

ARTICLE I - VACATIONS

- I-1 For the purpose of computing vacation entitlement for full-time nurses, the vacation year shall commence on October 1st and end on September 30th.
- I-2 Vacation credits earned after October 1st shall be taken after January 1st of the following year.
- I-3 Vacation credits earned up to September 30th must be taken before December 15th of the same year.
- I-4 Vacation entitlement for regular part-time nurses as set out in Article 16.01 of the part-time section of the Collective Agreement will be based on service given to the Hospital as at the end of the vacation year, i.e. September 30th. Vacation pay for all part-time nurses shall be made in the first pay period in January of the following year. Vacation pay shall be on a separate itemized cheque for each nurse.
- I-5 If requested by a nurse vacation pay cheques will only be made available in advance if the nurse concerned will be absent on vacation on the next or subsequent consecutive pay days. The Hospital agrees that when pay cheques are made available under the above conditions, such cheques shall be for a regular two (2) week pay period.

- I-6 Vacation lists shall be posted not later than March 1st of each year and shall remain posted until April 1st in order to give nurses an opportunity to record vacation preferences. Vacation lists shall be withdrawn on April 1st and finalized vacation schedules posted not later than April 30th.
- I-7 Nurses shall be given preference with respect to vacation period in accordance with seniority. However, the Hospital reserves the right to determine the time and duration of vacation periods consistent with efficient operation of the Hospital.
- I-8 Requests for changes in vacation periods received after April 1st must be in writing, and submitted at least four (4) weeks prior to the commencement of the period requested. The granting of such requests will be determined by the hospital consistent with the efficient operation of the hospital.
- I-9 Before going on vacation, a nurse shall establish with her immediate supervisor the day on which she is scheduled to resume duty. In the event that this day is subsequently changed by the Hospital it shall be the Hospital's responsibility to notify the nurse accordingly.

ARTICLE J - MISCELLANEOUS

J-1 Payroll Policy

The Hospital will make pay cheques available to:

- a) A nurse on day tour or afternoon tour between the hours of 1400 and 1700 every second Wednesday;
- b) A nurse on night tour during her tour on every second Wednesday;
- c) A nurse off duty, on every second Wednesday and Thursday between the hours of 1400 and 1700 and again Thursday between the hours of 1000 and 1200;

provided that, in case of emergency, or a paid holiday being observed in the seven (7) calendar days prior to pay day, such pay may be delayed one day beyond the days specified above.

Pay cheques not picked up during the above stated hours will be made available between 1000 hours and 1100 hours and also 1400 hours and 1500 hours of each day during a non-pay week.

- J-2 In this Agreement, the term "immediate supervisor" shall mean the Unit Manager or other member of supervision to whom the nurse normally reports.
- J-3 The Hospital will endeavour to provide:
- a) adequate and separate change room with shower, wash and toiler facilities;
 - b) individual lockers;
 - c) adequate lounge facilities.
- J-4 Malpractice and Professional Liability Insurance
- The Hospital agrees to provide adequate insurance to cover nurses in the event of any legal action brought against a nurse or nurses in respect to their duties while in the employ of the Hospital.
- J-5 The Hospital shall provide bulletin boards for the use of the Association in a mutually agreed location.
- J-6 The Hospital shall supply the Association with revised seniority lists the last pay period in January and the last pay period in July indicating the nurse's name, department and seniority date.
- J-7 Where the hospital requires an employee to wear protective clothing in the performance of her duties the hospital will determine and provide such clothing.
- J-8 "Prepaid Leave"
- The prepaid leave provisions as set out in Article 11.11 of the full-time and part-time sections of the Collective Agreement shall apply provided the overall total does not exceed eleven (11) nurses at any one time and no more than one (1) at any one time in the following areas:
- | | |
|------------------------------------------------------|-----------|
| 1C, 2C, 3C, 4C, 3rd, 4th, Emergency, ICU, Dialysis - | 9 |
| 4OR, 4RR, 5OR, 5RR - | 1 |
| CAU, DSU, Oncology, Diabetic Education - | 1 |
| Total | <u>11</u> |
- K-1 The following clauses in Appendix 5 do not apply to regular part-time nurses: F-1, F-5a, F-8, H-1, H-2, H-3, H-4, I-1, I-5.
- L-1 The following clauses in Appendix 5 do not apply to casual part-time nurses: F-1, F-4, F-6, F-7, F-8, H-1, H-2, H-3, H-4, H-5, I-1, I-2, I-3, I-5, I-6, I-7, I-8, I-9.

Dated at St. Catharines, Ontario this 18th day of April
1988.

For the Association

Paul

Joe Porcino

Cheryl Hayes

Karen a Tol

Drubben

For the Hospital

James

Montague

McKinn