

COLLECTIVE AGREEMENT

8 - samples.

SOURCE	ONA		
EFF.	93	04	01
TERM.	96	03	31
NO. OF EMPLOYEES	8		
NOMBRE EMPLOYÉS	80		

- between -

MANITOUWADGE GENERAL HOSPITAL
(hereinafter referred to as "the Hospital")

- and -

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

FULL-TIME

EXPIRY: MARCH 31, 1996

RECEIVED
SEP 21 1995
ERS

05987(05)

APPENDIX 3SALARY RATES - FULL-TIMEREGISTERED NURSESEffective April 1, 1993Effective January 1, 1994HOURLYMONTHLYHOURLYMONTHLY

START	\$17.10	\$2778.75	17.38	2824.25
1 YEAR	18.00	2925.00	18.28	2970.50
2 YEARS	18.75	3046.88	19.03	3092.38
3 YEARS	19.78	3214.25	20.06	3259.75
4 YEARS	20.80	3380.00	21.08	3425.50
5 YEARS	21.83	3547.38	22.11	3592.88
6 YEARS	23.11	3755.38	23.39	3800.88
7 YEARS	24.39	3963.38	24.67	4008.88
8 YEARS	25.67	4171.38	25.95	4216.88
9 YEARS	26.96	4381.00	27.24	4426.50

Effective January 1, 1995Effective January 1, 1996HOURLYMONTHLYHOURLYMONTHLY

START	\$17.66	\$2869.75	17.94	2915.25
1 YEAR	18.56	3016.00	18.84	3061.50
2 YEARS	19.31	3137.88	19.59	3183.38
3 YEARS	20.34	3305.25	20.62	3350.75
4 YEARS	21.36	3471.00	21.64	3516.50
5 YEARS	22.39	3683.38	22.67	3683.88
6 YEARS	23.67	3846.38	23.95	3891.88
7 YEARS	24.95	4054.38	25.23	4099.88
8 YEARS	26.23	4262.38	26.51	4307.88
9 YEARS	27.52	4472.00	27.80	4517.50

APPENDIX 3SALARY RATES • FULL-TIMEGRADUATE NURSEEffective April 1, 1993

	<u>HOURLY</u>	<u>MONTHLY</u>
START	\$16.42	\$2667.46
1 YEAR	17.30	2811.24
2 YEARS	17.67	2871.68
3 YEARS	19.03	3092.66
4 YEARS	20.03	3254.31
5 YEARS	21.04	3419.17
6 YEARS	22.51	3658.21
7 YEARS	23.55	3826.48
8 YEARS	24.78	4026.01
9 YEARS	26.03	4230.41

Effective January 1, 1994

	<u>HOURLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>	<u>MONTHLY</u>
START			16.68	2711.14
1 YEAR			17.57	2854.97
2 YEARS			17.94	2914.57
3 YEARS			19.30	3136.44
4 YEARS			20.30	3298.12
5 YEARS			21.31	3463.02
6 YEARS			22.78	3702.54
7 YEARS			23.82	3870.40
8 YEARS			25.05	4069.93
9 YEARS			26.30	4274.35

Effective January 1, 1995

	<u>HOURLY</u>	<u>MONTHLY</u>
START	\$16.95	\$2754.82
1 YEAR	17.84	2898.70
2 YEARS	18.20	2957.45
3 YEARS	19.57	3180.22
4 YEARS	20.57	3341.93
5 YEARS	21.58	3506.88
6 YEARS	23.06	3746.86
7 YEARS	24.09	3914.33
8 YEARS	25.32	4113.84
9 YEARS	26.57	4318.28

Effective January 1, 1996

	<u>HOURLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>	<u>MONTHLY</u>
START			17.22	2798.50
1 YEAR			18.11	2942.43
2 YEARS			18.46	3000.34
3 YEARS			19.84	3224.00
4 YEARS			20.84	3385.74
5 YEARS			21.85	3550.73
6 YEARS			23.33	3791.18
7 YEARS			24.36	3958.26
8 YEARS			25.59	4157.76
9 YEARS			26.84	4362.22

APPENDIX 4MANITOUWADGE GENERAL HOSPITALSUPERIOR I

1. (a) A full-time nurse in the employ of the Hospital on or before October 23rd, 1981, shall be entitled to vacation with pay based on length of continuous service as follows:
- i) Nurses who have less than one (1) year of continuous service shall be entitled to a vacation with pay at their regular rate of 1.75 days for each completed month of service not to exceed twenty-one (21) working days.
 - ii) Nurses who have completed one or more years of continuous service but less than twenty (20) years of continuous service shall receive an annual vacation of thirty (30) calendar days with pay at their regular rate.

Additional amount of vacation will be in accordance with the central agreement.

- (b) If a full-time nurse, hired by the Hospital on or before October 23rd, 1981, receives vacation pay based on a percentage of gross salary, the percentage entitlement will be as follows:

Thirty (30) calendar day entitlement - 8.2%

Five (5) week entitlement - 10%

2. Sick Leave

- (a) Sick leave means the period of time when a nurse is permitted to be absent from work with full pay due to sickness or accident rendering her unable to perform her regular duties as a nurse and not compensable under the Workers' Compensation Act.
- (b) Sick leave will be granted on the following basis:
- i) one and one-half (1½) days per month sick leave with pay cumulative from the date of hire.
 - ii) Any unused portion of sick leave will be cumulative up to a maximum of one hundred and fifty (150) days.
 - iii) Absence for sickness or accident compensable by the Workers' Compensation Board will not be charged against sick leave credits, and the nurse will continue to accumulate sick leave credits.

- iv) When sick pay is claimed, proof of sickness or accident will be furnished by a certificate from a duly qualified medical practitioner if requested by the Hospital.
 - v) A nurse will not be entitled to sick pay during a period of lay-off or leave of absence without pay or during a vacation period.
 - vi) Sick leave benefits will cease on termination of employment.
- (c) The Hospital will certify annually the number of sick leave credits accumulated by each nurse.
- (d) Only actual working days of a nurse will be charged against her sick leave credits.

3. Ambulance Escort

Nurses will be paid ambulance escort in accordance with Article 14:11 of the Central Agreement with the following addition.

If the ambulance trip extends beyond the regular shift of the nurse, the Hospital will pay the nurse time and one-half times her regular rate of pay until the nurse returns to Manitowadge.

APPENDIX 5

APPENDIX

on

LOCAL ISSUES

BETWEEN:

MANITOUWADGE GENERAL HOSPITAL
(Hereinafter called the "**Hospital**")

AND:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "**Association**")

FULL-TIMEARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by Manitouwadge General Hospital, save and except Head Nurses and those above the rank of Head Nurse, persons regularly employed for less than five (5) full tours per week and students employed during the school vacation.

ARTICLE B - MANAGEMENT 1

B-1 The Association recognizes that the management of the Hospital and the direction of the working forces are fixed 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, retire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge, suspension, or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
- (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, enforce, discuss with the Association and alter from time to time, reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

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

E : - SSOCIA REPRESENTATION

C-1 Nurse Representative

The Hospital will recognize two (2) Nurse Representatives, one (1) full-time and one (1) part-time.

C-2 Grievance Committee

The Hospital will recognize a Grievance Committee of three (3) nurses from the nurses in either Bargaining Unit.

C-3 Negotiation Committee

The Negotiation Committee shall consist of up to three (3) members from the nurses in either bargaining unit.

C-4 Hospital-Association Committee

The composition of the Hospital-Association Committee shall consist of at least two (2) nurses in either bargaining unit who shall be appointed to act on behalf of the local Association. The number of Hospital representatives on the Committee shall equal the number of Association representatives.

ARTICLE D - LEAVES OF ABSENCE

D-1 Unpaid leave of absence for sickness, injury or disability.

A nurse who has been on such leave of absence in excess of one (1) calendar month shall give the Hospital two (2) calendar weeks notice of her availability for work.

D-2 Leave of Absence - Association Business

Leave of absence for Association business shall be granted on the following conditions:

- (a) the cumulative total number of days shall not exceed 35;
- (b) a request for a leave shall be made in writing at least three weeks prior to the commencement of a leave, except in unusual circumstances. In unusual circumstances, if notice is given less than three weeks in advance, the nurse will assist in finding a replacement;
- (c) no more than two nurses shall be given leave at the same time,

ARTICLE E - HOURS OF WORK

E-1 Rest periods will be scheduled in each half of the shift as follows:

A.M. 45 minutes paid
P.M. 45 minutes unpaid

E-2 An afternoon or night shift shall be any shift which commences or ends between 1515 or 0715 hours.

E-3 The night shift will be considered the first shift of the day.

ARTICLE F - SCHEDULING REGULATIONSF-1 1. 7-1/2 HOUR TOURS

The Hospital will maintain the following scheduling objectives:

- (a) Schedules will be posted by the 15th of each month to cover at least the following four (4) week period.
- (b) Requests for time off must be submitted by the seventh (7) of the month before the **requested** month.
- (c) Requests for change in posted time schedules may be granted where such requests are submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty within seventy-

two (72) hours of the requested change, except in extenuating circumstances. The Hospital will respond to a request for such an exchange as soon as possible, but no later than seventy-two (72) hours from the receipt of such request.

- (d) Nurses will not be scheduled to work more than seven (7) consecutive days of work. Premium pay shall be paid for each subsequent consecutive day of work in excess of seven (7) until two (2) consecutive days off are given.
- (e) No less than sixteen (16) hours shall be scheduled off between tour changes or premium pay shall be paid for the first tour worked as a result of such short change.
- (f) At least forty-eight (48) hours off shall be scheduled on the completion of night duty or premium pay shall be paid for the next tour worked.
- (g)
 - i) at least every third (3rd) weekend shall be scheduled off.
 - ii) a nurse will receive premium pay for all hours worked on a third and additional, if any, consecutive and subsequent weekends save and except where:
 - 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 a result of an exchange of shifts with another nurse.
 - iii) Definition of a Weekend

A weekend being defined as at least fifty-six (56) consecutive hours from the completion of the Friday day shift until the beginning of the Monday shift.
- (h) No split shifts.
- (i) A nurse will be granted permanent evening or night tour when mutually agreeable.
- (j) The master scheduling rotation shall not be altered without first holding a meeting of the full-time nursing staff to discuss the proposed changes.

F-1 2. EXTENDED TOURS

A) Introduction and discontinuation of a compressed work week (Extended Tour)

(1) A compressed work week shall be introduced when:

- i) seventy percent (70%) of the nurses so indicate by secret ballot, and
- ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.

(2) A compressed work week may be discontinued when:

- i) seventy percent (70%) of the nurses so indicate by secret ballot:
- 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.

(3) When notice of discontinuation is given by either the nurses or the Hospital:

- 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, the nurses affected shall be given thirty (30) days notice before the schedules are so amended.

(B) Participation

All full-time, part-time and casual nurses falling within the bargaining units shall, as a condition of employment, be required to work extended tours on a rotation basis in accordance with the unit's posted schedule. This will not apply to any nurse who is scheduled to work permanent days or who is scheduled to work less than a full extended tour.

(C) Scheduling

- (1) Requests for time off must be submitted by the seventh (7th) of the month before the requested month.
- (2) Request for change in posted time schedules may be granted where such requests are submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty within seventy-two (72) hours of the requested change except in extenuating circumstances. The Hospital will respond to a request for such an exchange as soon as possible, but not later than seventy-two (72) hours from the receipt of such request.
- (3) At least forty-eight (48) hours off shall be scheduled on the completion of night duty.
- (4)
 - i) Every second weekend shall be scheduled off.
 - ii) A nurse will receive premium pay for all hours worked on a second consecutive and subsequent weekend save and except where:
 - 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 a result of an exchange of shifts with another nurse.
- (5) Schedules will be such that nurses will work fifty percent (50%) day tours and fifty percent (50%) night tours unless mutually agreed.
- (6) The night shift will be considered the first tour of the day (1915 hours to 0715 hours).
- (7) Evenings are defined as 1515 hours to 2315 hours and nights are defined as 2315 hours to 0715 hours.
- (8) Definition of a weekend:

A weekend being defined as at least sixty (60) consecutive hours from the completion of the Friday day shift until the beginning of the Monday shift.

- (9) Schedules will be posted by the 15th of each month to cover at least the following four (4) week period.
- (10) No split shifts.
- (11) A nurse will be granted permanent night tour when mutually agreeable.
- (12) The master rotation shall not be altered without first holding a meeting of the full-time nursing staff to discuss the proposed changes.
- (13) No more than three (3) consecutive twelve (12) hour tours of work will be scheduled.
- (14) No less than twelve (12) hours shall be scheduled off work following the completion of a tour and the commencement of next tour or premium pay shall result as outlined in Article 14.

- F-2
- (a) These scheduling regulations may be waived between December 15th and January 7th so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's.
 - (b) Time off over Christmas or New Year's will be alternated so that a nurse having Christmas off in the first year will have New Year's off in the next year and so on whenever possible. Time off at Christmas shall include Christmas Eve day, Christmas Day and Boxing Day, and time off at New Year's shall include December 31st, January 1st and January 2nd.
 - (c) The Hospital will make every effort to follow the master rotation over the Holiday period.
 - (d) Requests for time off over Christmas and New Year's must be in to the Director of Nursing by October 15th and a list of time off from December 15th to January 7th will be posted by November 15th. Once posted, no changes will be granted during this period unless the nurse finds a nurse to exchange with her and it is approved by the Hospital.
 - (e) 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-3 Time Off In Lieu Of Overtime

- (a) Where a nurse chooses lieu time for overtime instead of payment, such time off will be scheduled within six (6) months at a mutually agreeable time. Whenever possible, extensions will be granted.

- (b) Accumulated overtime may be taken in blocks of up to three (3) days in length combined with the taking of holiday lieu days, vacation days or days off.

ARTICLE G - PAID HOLIDAYS

G-1 The following holidays are recognized paid holidays:

New Year's Day - January 1	Labour Day
2nd Monday in February (Heritage Day when proclaimed)	Thanksgiving Day
Good Friday	Remembrance Day - November 11
Easter Monday	Christmas Day - December 25
Victoria Day	Boxing Day - December 26
Civic Holiday	Canada Day - July 1

G-2 The lieu day off for a holiday falling during a nurse's scheduled vacation period shall be scheduled at a mutually agreeable time.

G-3 Notwithstanding the Christmas and New Year's paid holidays, lieu days with pay for paid holidays may be accumulated and taken in blocks of two lieu days at a time.

Lieu days are to be taken at a mutually agreeable time in the following manner:

- i) During the calendar month in which it falls or:
- ii) During the two calendar months following the calendar month in which it falls.

G-4 0001 hours to 2400 hours of the above specified holidays will be paid at premium pay.

ARTICLE H - VACATIONS

H-1 The vacation entitlement date in any year shall be January 1.

H-2 Vacations may be taken at any time of the year and will be scheduled as follows:

- i) no vacation days may be taken prior to completion of six (6) months of continuous employment;
- ii) For July and August prime time vacation requests, a vacation request list shall be posted by March 7th. All nurses shall indicate their preference by May 1st of each year for vacation through to September 7th. A finalized vacation list shall be posted by June 1st of each year.

For "March Break" prime time vacation requests, such requests must be submitted to the Director of Nursing by January 15th. A finalized "March Break" vacation list shall be posted by January 31st.

Request for vacation other than July and August and March Break shall be in before the 7th of the month before the month of the request. The Hospital will respond as soon as possible, but no later than seventy-two (72) hours from receipt of such request.

- iii) a nurse may select from July and August vacation not booked as of May 1st on a first come first serve basis;
- iv) the Hospital will endeavour to accommodate the wishes of the nurses and vacation requests shall not be unreasonably denied. In the event of conflict between two nurses as to the timing of vacation, seniority will govern.

However, once a nurse has indicated a preferred vacation period she may not then exercise seniority rights to change the stated period;

- v) there shall be no carrying over of annual vacation. However, the Administrator may authorize the carrying over of up to one-half the entitlement;
- vi) prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation;
- vii) Thirty-seven and one-half (37-1/2) hours of vacation entitlement may be taken as single hours/days, alone or in conjunction with lieu days. The balance of vacation entitlement shall not be taken in more than four separate time periods within the vacation year.

H-3 The parties also agree to continue the current practice of combining the seniority list for purposes of vacation, and seniority will be the determining factor during the July, August and "March Break" vacation period.

ARTICLE I - SICK LEAVE

I-1 The Hospital will certify annually the number of sick leave credits accumulated by each nurse.

ARTICLE J - GENERAL

J-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by a member of the Association Executive.

J-2 Nurses will be paid once every two weeks.

J-3 Seniority lists shall be posted twice a year on June 30th and December 31st of each year.

ARTICLE K - PRE-PAID LEAVE PLAN

K-1 The Hospital agrees to allow at least one (1) nurse from the nurses in either bargaining unit off at one time.

ARTICLE L - ERS EI WORK PROGRAMME

- L-1 1. The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury and those on LTD if requested to do so by the nurse/nurses affected.
- 2. Prior to any nurse returning to work on a modified/light/alternate work programme, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and members of the local executive to discuss a back to work programme for the nurse.
- 3. The Employer agrees to supply the Union with a copy of the Workers' Compensation Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at the same time as it is sent to the Board. The Union shall be given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.

ARTICLE M - UNIFORM ALLOWANCE

M-1 The Hospital shall continue to provide scrub gowns and lab coats to those nursing areas that presently have them provided.

DATED AT Manitowishago, ONTARIO THIS 13 DAY OF Sept, 1995.

FOR THE HOSPITAL

Judith A. Harris
Don Bradell
Linda Lyman

FOR THE ASSOCIATION

Vna Caissey
Boley
Kelbrine

**NOTIFICATION OF IMPROPER WORK ASSIGNMENT
AVIS D'ATTRIBUTION INCORRECTE DE TRAVAIL**

APPENDIX 6

DATE/TIME OF OCCURRENCE DATE/HEURE DE L'INCIDENT _____		DATE TO EMPLOYER DATE DE NOTIFICATION À L'EMPLOYEUR _____	
AGENCY ORGANISME _____		WARD SERVICE _____	SHIFT ÉQUIPE _____
TYPE OF CARE TYPE DE SOINS _____		BED CAPACITY Nbre de LITS _____	PATIENTS (#) Nbre de PATIENTS (#) _____
STAFFING EFFECTIF PRÉSENT _____		USUAL STAFFING EFFECTIF NORMAL _____	

I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

Nous, soussignés, croyons que l'on nous a attribué une tâche qui ne permettait pas de fournir les soins voulus aux patients pour les raisons indiquées. (Joindre une brève description de la tâche et du problème.)

To correct this problem, I/we recommend: Pour corriger la situation, nous recommandons:

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED: NOM/TITRE DU SUPERVISEUR IMMÉDIAT QUI A ÉTÉ AVISÉ:

DATE/TIME OF NOTIFICATION
DATE/HEURE À LAQUELLE IL A ÉTÉ AVISÉ _____

RESPONSE/ACTION
RÉACTION/INTERVENTION _____

Signature of Complainant(s): Signature des plaignant(s):

I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses' concerns, the association may consider these issues under the professional responsibility clause.

Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Nous demandons par conséquent au président de la section locale ou au comité exécutif de porter la question devant le CAO. Si ces démarches n'aboutissent pas, l'association pourrait considérer ces questions sous le régime des dispositions liées à la responsabilité professionnelle.



Ontario Nurses' Association
September 1992

Association des infirmiers et infirmières de l'Ontario
septembre 1992

Employer Copy
Copie de l'employeur