

SOURCE	O.N.A.		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	23		
NOMBRE D'EMPLOYES	Full-time		

COLLECTIVE AGREEMENT

BETWEEN:

GROVES MEMORIAL COMMUNITY HOSPITAL
(hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: 31 March, 1991

NOV - 3 1989

0604003

Signed at Fergus, Ontario this 8th day of June, 1988⁹MS.

FOR THE HOSPITAL

[Signature]
Carolyn Hunter
[Signature]
J. E. Ferguson

ONTARIO NURSES' ASSOCIATION

Marsha Sosick (FRU)
Stepley Nielsen VP
Shirley Dugas
Anna Patton

ONTARIO NURSES' ASSOCIATION GRIEVANCE REPORT



ONA LOCAL
GRIEVOR
DEPARTMENT

EMPLOYER

GRIEVANCE
NUMBER

STEP DATE SUBMITTED TO EMPLOYER

- 1.
- 2.
- 3.

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE

SETTLEMENT REQUESTED

SIGNATURE OF GRIEVOR

SIGNATURE OF ASSOCIATION REPRESENTATIVE

STEP

EMPLOYER'S ANSWER

DATE:

ONE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE



DATE RECEIVED BY LOCAL

STEP

EMPLOYER'S ANSWER

DATE:

TWO

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE



DATE RECEIVED BY LOCAL

STEP

EMPLOYER'S ANSWER

DATE:

THREE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE



DATE RECEIVED BY LOCAL

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE - CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons - Nursing Assessment Committees - in the above named sector.

1. Dr. Alice Baumgart
School of Nursing
Queen's University
Kingston, Ontario
2. Miss Margaret Charters
Assistant Administrator
Nursing and Patient Care
Hamilton General Hospital
Hamilton, Ontario
3. Mrs. Roxy Edwards
Executive Director
Bruce Peninsula Health Serv.
Warton, Ontario
4. Dr. Josephine Flaherty
Principal Nursing Officer
Health and Welfare Canada
Ottawa, Ontario
5. Ms. Gwen Hefferman
Director of Nursing Education
Ottawa Civic Hospital
Ottawa, Ontario
6. Ms. Pat Kirkby
Dean, School of Health
Sciences and Human Services
Fanshawe College
London, Ontario
7. Ms. Louise Lemieux-Charles
Doctoral Candidate
Health Administration
London, Ontario
8. Mrs. Maxine Pastirik
Program Developer
Niagara College of Applied
Arts & Technology
Welland, Ontario
9. Dr. Lucille Peszat
Canadian Centre for Stress
and Well Being
Toronto, Ontario
10. Mrs. Helen Taylor
Health Care Consultant
M.I. Administrative Services Ltd.
Scarborough, Ontario
11. Ms. Judy Tiivel
Co-ordinator
Nursing Computer Project
Toronto Western Hospital
Toronto, Ontario
12. Ms. Kathleen Webb
Director of Nursing
Humber Memorial Hospital
Weston, Ontario

APPENDIX 3

SALARY SCHEDULE - FULL TIME NURSE

MONTHLY & HOURLY RATES

Assistant Head Nurse
Employee Health Nurse
Infection Control Co-ordinator

Effective	<u>April 1, 1988</u>		<u>April 1, 1989</u>		<u>April 1, 1990</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2660.54	16.373	2713.83	16.70	2822.30	17.368
After 1 Yr	2764.28	17.011	2861.03	17.606	2975.47	18.311
After 2 Yrs	2804.66	17.259	2902.82	17.864	3018.93	18.578
After 3 Yrs	2852.11	17.551	2951.93	18.166	3070.01	18.892
After 4 Yrs	2916.39	17.947	3025.75	18.620	3146.79	19.365
After 5 Yrs	2970.97	18.283	3082.38	18.968	3205.68	19.727
After 6 Yrs	3032.61	18.662	3146.33	19.362	3272.19	20.137
After 7 Yrs	3104.30	19.103	3220.71	19.820	3349.54	20.613
After 8 Yrs			3269.01	20.117	3399.77	20.922
After 9 Yrs					3450.77	21.236

Registered Staff Nurse

Start	2575.55	15.850	2627.06	16.167	2732.14	16.813
After 1 Yr	2673.38	16.452	2766.95	17.027	2877.63	17.708
After 2 Yrs	2715.06	16.708	2810.09	17.293	2922.49	17.985
After 3 Yrs	2763.67	17.007	2860.40	17.602	2974.82	18.307
After 4 Yrs	2825.96	17.391	2931.93	18.043	3049.21	18.764
After 5 Yrs	2881.64	17.733	2989.70	18.398	3109.29	19.134
After 6 Yrs	2944.28	18.119	3054.69	18.798	3176.88	19.550
After 7 Yrs	3013.88	18.547	3126.90	19.242	3251.98	20.012
After 8 Yrs			3173.80	19.531	3300.75	20.312
After 9 Yrs					3350.26	20.617

Graduate Nurse (Non-Registered)

Start	2387.02	14.689	2434.76	14.983	2532.15	15.582
After 1 Yr	2471.00	15.206	2557.22	15.737	2659.50	16.366
After 2 Yrs	2524.73	15.537	2612.82	16.079	2717.04	16.720
After 3 Yrs	2573.25	15.835	2663.03	16.388	2769.26	17.042

APPENDIX 4

SUPERIOR CONDITIONS

Previously existing conditions retained as provided for in the O'Shea interest arbitration award dated October 23, 1981 include the following:

(Previous) ARTICLE 23.01 - SICK LEAVE - as it applies to

(Current) ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY

- 12.03 (b)
1. Maximum accumulation 120 days as of effective date of transfer to **HOODIP**.
 2. On termination of employment for any reason other than discharge for cause, a nurse shall be paid at her then current rate of pay for fifty percent (50%) of her accumulated sick leave credit provided the nurse has completed seven **(7)** years of continuous service with the Hospital.

APPENDIX 5APPENDIX ON LOCAL PROVISIONSARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged on a full-time basis in a nursing capacity by the Groves Memorial Community Hospital, save and except Head Nurses and persons above the rank of Head Nurse,
- A-2 The word "nurses" when used in this Agreement shall mean persons included in the above described bargaining unit.
- A-3 "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT FUNCTIONS

- B-1 The Association recognizes that the management of the Hospital and the direction of 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, assign, retire, 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, 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 terms of this Agreement.

ARTICLE C - NURSE REPRESENTATION AND ASSOCIATION COMMITTEE

C-1 Nurse Representatives

There shall be four (4) nurse representatives, one (1) each from the following areas of the Hospital:

1. Medical
2. Surgical
3. Obstetrical
4. Operating Room & Emergency.

C-2 Grievance Committee

There shall be a Grievance Committee composed of not more than three (3) nurses.

C-3 Negotiating Committee

There shall be a Negotiating Committee composed of not more than two (2) full-time nurses and one (1) part-time nurse.

C-4 Hospital-Association Committee

This Committee shall be composed of two (2) representatives of the Association, one (1) of whom shall be the President or designate in her absence, and two (2) representatives from the Hospital, one (1) of whom shall be the Director of Patient Care or her appointee. The membership of the Committee may be expanded by mutual consent.

C-5 Interview

The interview provision as provided for in Article 5.06 will be scheduled during the nurses' orientation period and the time and place will be designated by the Hospital.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

D-1 Leave of absence for Association business shall be given to up to an aggregate maximum for all nurses of forth (40) days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than two (2) nurses shall be absent on such leave at the same time.

ARTICLE E - HOURS OF WORK - SCHEDULING

E-1 Rest Periods and Meal Period

The rest periods and meal period as provided for in Article 13.01 (a) and (b) will be scheduled at the discretion of the Hospital.

- E-2
- (a) The Hospital shall ensure each nurse every second weekend off.
 - (b) Nurses will not be scheduled to work more than seven (7) consecutive days except by mutual consent.
 - (c) The schedule shall provide for a minimum of three (3) tours of duty off between the completion of one (1) scheduled tour and the start of the next scheduled tour when changing tour schedules except in an emergency.
 - (d) The Schedule shall provide for a minimum of six (6) tours of duty off when the tour of duty is changed following night duty.
 - (e) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season, unless the nurse requests otherwise. This shall not apply to nurses who work in areas which are not normally required to work on weekends and paid holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 15th. For the purpose of this Article, Christmas shall be defined as December 24th, 25th and 26th; and New Year's as December 31st, January 1st and 2nd.
 - (f) Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. Requests for specific days off shall be submitted to the Head Nurse at least two (2) weeks in advance of the posting date.

- (g) Requests for a change in posted time schedules must be in writing and co-signed by the nurse willing to exchange days or tours of duty. It is understood that such change in a tour of duty initiated by the nurse and approved by the Hospital shall not result in overtime payment to any of the nurses affected by such change.
- (h) A nurse will be paid premium pay as provided for in Article 14.03 for any scheduling violation of (b), (c) and (d) of this clause.

E-3 Entitlement to lieu time off, as provided for in 14.09 shall be scheduled at a mutually acceptable time as per past and present practice.

E-4 A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second and subsequent consecutive 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 the result of an exchange of shifts with another nurse.

E-5 An afternoon or night tour shall be any tour which commences or ends between 1900 and 0200 hours.

E-6 1. A compressed work week shall be introduced into any unit when:

- (a) Eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
- (b) The Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

2. A compressed work week may be discontinued in any unit when:

- (a) Sixty percent (60%) of the nurses in the unit so indicate by secret ballot; or
- (b) By the Hospital, when the compressed work week
 - i) has adverse effects on patient care, or

- ii) results in inability to provide workable staffing schedule, or
 - iii) for other reasons which are neither arbitrary nor unreasonable.
3. When notice of discontinuation is given by either party'.then
- (a) The parties shall meet within two **(2)** weeks of the giving of notice to review the request for discontinuation; and
 - (b) Where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are **so** amended.

ARTICLE F · PAID HOLIDAYS

F-1 The following shall be recognized:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
2nd Monday in June	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

F-2 Lieu days as provided for in Article 15.05 shall be taken within thirty (30) days of the date on which the holiday was observed, on a day mutually agreed upon between the nurse and the Hospital.

F-3 If a nurse is scheduled to work Saturday and Sunday on a holiday weekend and if her services are required by the Hospital she will be scheduled to work on the paid holiday and, if a nurse is scheduled off on a weekend (i.e. Saturday and Sunday) in conjunction with a paid holiday which falls on a Monday she shall also be scheduled off on the holiday.

F-4 When a nurse is entitled to a lieu day as provided for in Articles 15.04 **(a)** and 15.04 **(b)** the day will be scheduled at a mutually agreeable time.

ARTICLE G - VACATIONS

- G-1 The vacation year for the purpose of entitlement shall be from May 1st in any one year to April 30th of the following year. The vacation period shall be from January 15th to December 15th, and all vacations earned as at April 30th must be completed prior to December 15th of that year.
- G-2 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the right of the Hospital to operate the Hospital in an efficient manner.
- G-3 Vacation preference will be submitted by the nurse to the Immediate Supervisor, in writing, by March 30th and vacation schedules will be posted by April 30th. If no preference is submitted by a nurse, her vacation period will be allotted by the Immediate Supervisor in consultation with the Director of Patient Care and on the basis of departmental convenience only.
- G-4 Nurses shall be given preference with respect to their vacation periods in accordance with seniority, subject to G-3 above.

ARTICLE H - BULLETIN BOARDS

- H-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notice must be signed by a member of the Association Executive and submitted to the Hospital Administrator for approval prior to being posted.

ARTICLE I - SENIORITY LIST

- I-1 The seniority list as provided for in Article 10.02 will be compiled during the month of February and revised annually.

ARTICLE J - RETIREMENT AGE

- J-1 The normal retirement age shall be sixty-five (65) years of age.

ARTICLE K - JOB SHARING (effective April 1, 1989)

The introduction of job sharing arrangements will be subject to mutual agreement between the Association and the Hospital. The initial job sharing arrangement will be on a trial basis for a period of up to six months, subject to review by the Association and the Hospital before confirmation. It is agreed that the following conditions will govern the arrangements.

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the sole right to determine the appropriateness of such arrangements. The Hospital shall not arbitrarily refuse job sharing requests.
2. Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two nurses with the approval of their Head Nurse. Job sharers shall not be required to work any tours outside of the tours of the full-time position unless mutually agreed.
3. The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
4. It is expected that both job sharers will be prepared to cover each other's incidental absences including vacations; however, if one job sharer is unable to cover the absence, the Hospital will attempt to provide the necessary coverage. When the job sharers cover for vacation, they will not be part of the vacation quota.

In the event that one member of the job sharing arrangement goes on extended absence, the other job sharer must be prepared to cover the absent partner's shifts; however, where the covering nurse can demonstrate special circumstances which prevent her covering the extended absence, the coverage shall be negotiated with the Head Nurse/Administrative Director of Patient Services.

5. The **job** sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
6. Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

7. An incumbent full-time nurse wishing to share her position may 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.
8. 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 must revert to a full-time position. The remaining nurse will have the option of continuing in the full-time or, if available, another part-time position for which she is qualified. If she does not continue full-time, the position must be posted according to the Collective Agreement.
9. Either the Hospital or the Association shall have the option of cancelling this Agreement after providing the other party with thirty (30) calendar days written notice. The job sharer(s) will have the option of reverting back to a regular part-time position should this agreement be cancelled or changed.

ARTICLE L - PREPAID LEAVE

In accordance with Article 11.11 (c) no more than two (2) nurses under either the Full-Time or Part-Time Collective Agreement shall be absent at any one time, and no more than one (1) nurse from any one unit (for the purpose of this clause the ER, OR and Medical Unit are considered one unit).

Dated at Fergus, Ontario this 8th day of June, 1989, *MS*

FOR THE HOSPITAL

L. John Clark
Carolyn Stewart
W. McMillan
J. H. Ferguson

FOR THE ASSOCIATION

Marsha Soziale (FRD)
Shirley Nielsen U.P.
Shirley Hooper
Donna Petras