

FULL-TIME

SOURCE	O.N.A.		
EMP.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	12		
NO. REEMPLOYEES	li		

COLLECTIVE AGREEMENT

between

RED LAKE MARGARET **COCHENOUR** MEMORIAL **HOSPITAL**  
(hereinafter called the "Hospital")

and

ONTARIO NURSES' ASSOCIATION  
(hereinafter called the "Association")

EXPIRY: MARCH 31, 1991

OCT 13 1988

605403

Signed at Ced Lake, Ontario this 20 day of July, 1988

FOR THE HOSPITAL

ONTARIO NURSES' ASSOCIATION

July 15/88 [Signature]  
July 15/88 Christina Dent D.O.N.  
July 27/88 [Signature]  
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\_\_\_\_\_  
\_\_\_\_\_

Evelyn Burke, E.R.O.  
[Signature]  
[Signature]  
[Signature]  
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APPENDIX 3

RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL

FULL-TIME SALARIES

APRIL 1, 1988

O.R./PHARMACY NURSE,  
INSERVICE CO-ORDINATOR/  
OCCUPATIONAL HEALTH NURSE  
AND CHARGE NURSE

	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.07	\$2774.37
1 Year	17.72	2879.23
2 Years	17.97	2919.77
3 Years	18.26	2967.62
4 Years	18.65	3030.56
5 Years	18.98	3084.22
6 Years	19.38	3148.62
7 Years	19.81	3218.83

REGISTERED NURSE

Start	\$15.85	\$2575.55
1 Year	16.45	2673.38
2 Years	16.71	2715.06
3 Years	17.01	2763.67
4 Years	17.39	2825.96
5 Years	17.73	2881.64
6 Years	18.12	2944.28
7 Years	18.55	3013.88

GRADUATE NURSE

Start	\$15.46	\$2511.67
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FULL-TIME SALARIES

APRIL 1, 1989

O.R./PHARMACY NURSE,  
INSERVICE CO-ORDINATOR/  
OCCUPATIONAL HEALTH NURSE  
AND CHARGE NURSE

REGULAR STRAIGHT  
TIME HOURLY RATE

MONTHLY RATE

Start	\$17.41	\$2829.86
1 Year	18.34	2980.00
2 Years	18.60	3021.96
3 Years	18.90	3071.49
4 Years	19.35	3144.21
5 Years	19.69	3199.88
6 Years	20.10	3266.69
7 Years	20.55	3339.54
8 Years	20.86	3389.63

REGISTERED NURSE

Start	\$16.17	\$2627.06
1 Year	17.03	2766.95
2 Years	17.29	2810.09
3 Years	17.60	2860.40
4 Years	18.04	2931.93
5 Years	18.40	2989.70
6 Years	18.80	3054.69
7 Years	19.24	3126.90
8 Years	19.53	3173.80

GRADUATE NURSE

Start	\$15.77	\$2561.90
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FULL-TIME SALARIES

APRIL 1, 1990

O.R./PHARMACY NURSE,  
INSERVICE CO-ORDINATOR/  
OCCUPATIONAL HEALTH NURSE  
AND CHARGE NURSE

	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$18.11	\$2943.05
1 Year	19.07	3099.20
2 Years	19.34	3142.84
3 Years	19.66	3194.35
4 Years	20.12	3269.98
5 Years	20.48	3327.88
6 Years	20.91	3397.36
7 Years	21.37	3473.12
8 Years	21.69	3525.22
9 Years	22.02	3578.10

REGISTERED NURSE

Start	\$16.81	\$2732.14
1 Year	17.71	2877.63
2 Years	17.98	2922.49
3 Years	18.31	2974.82
4 Years	18.76	3049.21
5 Years	19.13	3109.29
6 Years	19.55	3176.88
7 Years	20.01	3251.98
8 Years	20.31	3300.75
9 Years	20.62	3350.26

GRADUATE NURSE

Start	\$16.40	\$2664.38
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APPENDIX 4

RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL

SUPERIOR CONDITIONS

1. The dues deducted will be forwarded to the Association each month together with a list indicating the Social Insurance Number and name of the nurses on whose behalf such deductions have been made. The Hospital agrees to provide the Association with all current addresses for all employees in the bargaining unit.

APPENDIX 5

APPENDIX

on

LOCAL ISSUES

BETWEEN:

RED LAKE MARGARET **COCHENOUR** MEMORIAL HOSPITAL  
(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 sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by the Red Lake Margaret **Cochenour** Memorial Hospital save and except the Director of Nurses and those persons above the rank of Director of Nurses, the Assistant Director of Nurses, persons regularly employed for less than twenty-four (**24**) hours per week and students employed during summer vacation.

ARTICLE B - DEFINITIONS

- B.1** The word "nurses" when used in this Agreement, shall mean persons included in the above-described bargaining unit.
- B.2** "Supervisor" or "Immediate Supervisor" when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE C - MANAGEMENT FUNCTIONS

- C.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 express 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 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 assignment, 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) discuss with the Association, 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.

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

#### ARTICLE D - COMMITTEES AND REPRESENTATIVES

##### D.1 Nurse Representatives

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

##### D.2 Grievance Committee

The Hospital will **recognize** a Grievance Committee of three (3) nurses to attend grievance meetings.

##### D.3 Negotiating Committee

The chartered Local shall elect a Negotiating Committee not to exceed three (3) nurses which shall represent full-time and part-time nurses.



**D.4**            Hospital-Association Committee

The composition of the said Committee shall consist of two (2) full-time nurses and one (1) part-time nurse who shall be appointed to act on behalf of the Local Association. The number of Hospital representatives on the Committee shall not exceed the number of Association representatives.

ARTICLE E - INTERVIEW OF NEW EMPLOYEES

**E.1**            Interview of new employees will take place during the nurses' orientation period.

ARTICLE F - SENIORITY LISTS

**F.1**            Revised seniority lists shall be supplied semi-annually, by February 15th and September 15th.

ARTICLE G - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

**G.1**            Leave of absence for Association business shall be given without pay up to an aggregate maximum of forty (40) working days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than two (2) nurses in total from both the full-time and part-time bargaining units shall be absent on such leave at the same time. It is agreed that leave for Association business means the combined leave for both full-time and part-time bargaining units.

ARTICLE H - SCHEDULING - HOURS OF WORK

**H.1**            Rest Periods

An employee shall be permitted rest periods in an area made available by the Hospital.

**H.2**            Scheduling

A full-time nurse will receive premium pay as provided in Article 14.03 for all hours worked on a fourth and additional, if any, 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 the result of an exchange of shifts with another nurse.

### H.3 Scheduling Objectives

The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules for nurses working 7.5 hour tours:

- (a) at least one weekend off in three;
- (b) no split shifts;
- (c) a nurse will be scheduled off work for not less than three (3) consecutive days at either Christmas or New Year's season, except in areas which are not normally required to work on weekends and statutory holidays;
- (d) the request list for time off at either Christmas or New Year's will be posted by October 1st. Nurses will make such requests by October 15th. Scheduled time off at Christmas or New Year's will be posted by November 1st. If there is a dispute seniority will prevail. For purposes of H.3 (d) **only**, seniority will mean the combined seniority in either the full-time or part-time bargaining unit. Time off at Christmas will mean all shifts on December 24th, 25th and 26th. Time off at New Year's will mean all shifts on December 31st, January 1st and 2nd;
- (e) nurses will not normally be scheduled to work more than seven (7) consecutive days;
- (f) the scheduling objectives may not-operate during the period December 15th to January 15th;
- (g) no less than forty-eight (48) hours shall be scheduled off between tour changes;
- (h) no split days off;
- (i) schedules will be posted one month in advance;
- (j) where a nurse normally rotates on at least two (2) of the three (3) tours of duty, at least fifty percent (50%) of her tours shall be scheduled on the day tour.

### H.4 Extended Tours Participation

All full-time and part-time nurses falling within the bargaining unit will, as a condition of employment, be required to work twelve (12) hour tours on a rotating basis in accordance with the units' posted schedules except in areas that normally do not work extended tours.

#### Hours of Work

The hours of work on an extended tour will normally be from 0800 to 2000 hours and from 2000 to 0800 hours. Should a seven and one-half (7½) hour tour be scheduled, the normal tour hours will be:

0800 - 1600;  
1600 - 2400; or  
2400 - 0800

#### Shift Alterations

To deal with unusual circumstances which result in a disruption of normal scheduling such as Christmas/New Year period, the Hospital shall have the right to revert the unit back to the standard three (3) tour arrangement for a maximum four (4) week period.

#### Scheduling

- (i) Nurses on the twelve (12) hour tours will not be scheduled to work more than four (4) consecutive days and shall be scheduled off every second (2nd) weekend. Nurses shall receive premium pay as provided in Article 14.03 for all hours worked on the fifth (5th) and subsequent extended tour, and second (2nd) and subsequent weekend, save and except where the nurse involved requests such work or such work results from a change of shift with another nurse.
- (ii) A weekend for nurses working extended tours shall be defined as at least sixty (60) consecutive hours off.
- (iii) Articles H.3 (b), H.3 (c), H.3 (d), H.3 (f), H.3 (g), H.3 (h), H.3 (i) and H.3 (j) also apply to nurses working extended tours.

Discontinuation - A compressed work week may be discontinued on any unit when:

- (i) seventy percent (70%) of the affected nurses indicate by secret ballot; or
- (ii) the Hospital, because of

- (a) adverse effects on patient care,
- (b) inability to provide a workable staffing schedule

states its intention to discontinue the compressed work week in the schedule.

In any event, written notice advising the other party of one party's wish to discontinue the compressed work week must be given at least six (6) weeks prior to the date such party wishes to return to work as set out in the Collective Agreement.

#### H.5

Each nurse will notify the Hospital, in writing, at the time of hire and by April 1st and October 1st of each year if she wishes to have her name included on a list of nurses available to work additional shifts. Each nurse will indicate any restrictions. Such lists will be up-dated on a monthly basis. Nurses will not be required to add their names to such list. Nurses may withdraw their names or have their names added, at any time, by advising the Hospital, in writing, of such requests. All shifts in addition to those shifts that are assigned to full-time nurses and regular part-time nurses in accordance with the time schedule shall be equitably distributed amongst only those members of the part-time bargaining unit who have indicated a desire to work extra shifts. Notwithstanding job-sharing arrangements, job-sharers will be considered members of the part-time bargaining unit for purposes of this Article. This will be done in the following manner. Shifts shall be assigned in rotation in decreasing order of seniority, first to the casual nurses and then to the regular part-time nurses. Once each casual nurse and regular part-time nurse has been assigned one shift in accordance with this procedure, the procedure will be repeated. If each part-time nurse has been called and no one is available to work that particular shift, the Hospital may then contact the full-time nurses in decreasing order of seniority. Where a nurse has declared her availability and has been assigned for a shift and prior to working the shift becomes no longer available and so informs the Hospital, she shall be deemed to have worked that shift for the purpose of the equal distribution of shifts set out above. Should a nurse not be at work or at home when the Hospital is attempting to assign her such a shift, she shall be deemed to have worked that shift for the purpose of the equal distribution of shifts set out above. The Hospital shall keep a record of shifts so assigned and of the time and date of the phone call or verbal request made to each nurse. This record shall be made reasonably accessible to nurse representatives.

ARTICLE I - PAID HOLIDAYS

I.1 A full-time nurse shall be entitled to the following eleven (11) **recognized** holidays per year:

<b>New</b> Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Easter Monday
Dominion Day	Christmas Day
August Civic Holiday	Boxing Day
2nd Monday in February	

Effective April 1, 1989, the 2nd Monday in June will **be** added.

I.2 Lieu Days

Lieu days as provided in Article 15.04 and 15.05 shall be scheduled at a mutually agreeable **time**.

I.3 A tour that begins or **ends during** the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour. For purposes of this clause the holiday shall be deemed to be from **0800** hours on the holiday to **0800** hours the following day.

I.4 The Hospital will post by February **15th** of each year a list of the number of lieu days each nurse has accumulated.

ARTICLE J - VACATIONS

J.1 All full-time nurses shall be entitled to vacation with pay based on length of continuous service as of their anniversary date.

J.2 The Hospital will post by February **15th** of each year a list of each nurses' vacation entitlement.

J.3 The Hospital will post **by** February **15th** of each year the vacation request list identifying the number of nurses who will be off at any one **time**.

J.4 Vacation **may** be taken **at** any **time** of year and the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates.

J.5 Nurses shall **be** given preference with respect to their vacation period in accordance with seniority. For purposes of Article **J.5 Only**, seniority shall mean the

combined seniority in either the full-time or part-time bargaining unit.

- J.6 Vacation preference will be submitted by the nurse to the Director of Nursing in writing.
- J.7 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report- for work following vacation.
- J.8 Vacation **time** requests are to be submitted in writing to the Director of Nursing by the **31st** of March of each year.

#### ARTICLE K - BULLETIN BOARDS

- K.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 and submitted to the Hospital Administrator for approval prior to being posted, and such approval shall not be unreasonably withheld.

#### ARTICLE L - EQUIVALENT TIME OFF

- L.1 Overtime as provided in Article **14.09** of the Full-Time Collective Agreement, where a nurse chooses equivalent time off, such time will be taken within ninety (**90**) days from date earned.

#### ARTICLE M - PREPAID LEAVE

- M.1 One nurse may be absent at any one time as provided in Article **11.11 (c)**. For purposes of this Article, this number shall mean from the full-time and part-time bargaining units combined.

#### ARTICLE N - JOB-SHARING

The parties mutually agree to implement job-sharing. The Hospital shall not arbitrarily or unreasonably refuse to implement job-sharing.

- N.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis. Job-sharing arrangements will be limited to one (**1**) **full-time** job-shared arrangement. This arrangement will be open for review one (**1**) year following date of implementation of the job-shared arrangement.

- N.2 Total hours worked by the job-sharers shall equal or (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses, the Charge Nurse of the Unit and the Director of Nurses.
- N.3 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- N.4 Each job-sharer may exchange shifts with her partner, subject to the approval by the Charge Nurse and/or the Director of Nurses, as well as with other nurses as provided by the Collective Agreement.
- N.5 The job-sharers involved will have the option, subject to the approval of the Charge Nurse or the Director of Nurses, 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.
- N.6 Job-sharers are not required to cover their partner during sick leave or vacation.
- N.7 All other provisions covering job-sharing are contained in the Central Part-Time Agreement.

N.8 Implementation

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.

- N.9 An incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- N.10 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 the full-time position or reverting to her former position. If she does not continue full-time, the position must be posted according to the Collective Agreement.

N.11 Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days written notice giving

