

SOURCE	ONA		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	34		
NOMBRE D'EMPLOYÉS	34		

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COLLECTIVE AGREEMENT

BETWEEN

THE WEST NIPISSING GENERAL HOSPITAL  
(hereinafter referred to as the "Hospital")

AND

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

FULL-TIME

Expiry: March 31, 1991

1991 13 000

02608103

Signed at Sudbourn Falls, Ontario this 22 day of August 1988

FOR THE HOSPITAL

ONTARIO NURSES' ASSOCIATION

\_\_\_\_\_

Carole Ann Priddle,

Jyllette S. Lewis

Janice Evans,

S. Roussel.

H.A. Moore

Whapleu

Marie-Claire D'Amico

Renee Pilon

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COMPENSATION - FULL-TIME NURSES

		<u>Effective</u> <u>April 1/88</u>	<u>Effective</u> <u>April 1/89</u>	<u>Effective</u> <u>April 1/90</u>
<u>SENIOR TEAM LEADER</u> <u>AND R.N.A. SCHOOL</u>				
Start	- Monthly	2656.88	2710.02	2818.42
	- Hourly	16.37	16.70	17.37
1 Years	- Monthly	2774.77	2871.89	2986.77
	- Hourly	17.08	17.68	18.39
2 Years	- Monthly	2827.54	2926.50	3043.56
	- Hourly	17.40	18.01	18.73
3 Years	- Monthly	2901.14	3002.68	3122.79
	- Hourly	17.88	18.51	19.25
4 Years	- Monthly	2991.62	3103.81	3227.96
	- Hourly	18.40	19.09	19.85
5 Years	- Monthly	3068.17	3183.23	3310.56
	- Hourly	18.91	19.62	20.40
6 Years	- Monthly		3230.98	3360.22
	- Hourly		19.91	20.71
7 Years	- Monthly			3410.62
	- Hourly			21.02
<u>REGISTERED NURSE</u>				
Start	- Monthly	2575.55	2627.06	2732.14
	- Hourly	15.85	16.17	16.81
1 Year	- Monthly	2673.38	2766.95	2877.63
	- Hourly	16.45	17.03	17.71
2 Years	- Monthly	2715.06	2810.09	2922.49
	- Hourly	16.71	17.29	17.98
3 Years	- Monthly	2763.67	2860.40	2918.82
	- Hourly	17.01	17.60	
4 Years	- Monthly	2825.96	2931.93	3049.21
	- Hourly	17.39	18.04	19.13
5 Years	- Monthly	2881.64	2989.70	3109.29
	- Hourly	17.73	18.40	19.13
6 Years	- Monthly	2944.28	3054.69	3176.88
	- Hourly	18.12	18.80	19.55
7 Years	- Monthly	3013.88	3126.90	3251.98
	- Hourly	18.55	19.24	20.01
8 Years	- Monthly		3173.80	3300.76
	- Hourly		19.53	20.31
9 Years	- Monthly			3350.27
	- Hourly			20.62

APPENDIX 3

COMPENSATION - FULL-TIME NURSES (continued)

		<u>Effective</u> <u>April 1/88</u>	<u>Effective</u> <u>April 1/89</u>	<u>Effective</u> <u>April 1/90</u>
<u>GRADUATE NURSE</u>				
Start	- Monthly	2496.09	2546.01	2647.85
	- Hourly	15.37	15.68	16.31
1 Year	- Monthly	2592.58	2683.32	2790.65
	- Hourly	15.96	16.52	17.18
2 Years	- Monthly	2634.74	2726.96	2836.04
	- Hourly	16.22	16.79	17.46

APPENDIX OF SUPERIOR BENEFITS

FULL-TIME

- A-1 List of names submitted in Article 5.05 will include the addresses of nurses to be provided semi-annually.
- A-2 In calculating vacation entitlement for nurses, continuous service accumulated at St. Jean de Brebeuf Hospital by nurses who accepted employment with the Hospital on July 16, 1977, shall be included.

APPENDIX OF LOCAL ISSUES

FULL-TIME

ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed by the West Nipissing General Hospital at Sturgeon Falls engaged on a full-time basis in a nursing capacity save and except head nurses, persons above the rank of head nurses.
- A-2 The word "nurses" when used in this Agreement shall mean persons included in the above described bargaining unit.
- A-3 The phrase "Immediate Supervisor" when used throughout this Agreement shall mean Co-ordinator or designee, or in her absence, the day, evening or night supervisor.
- A-4 "Local Association" refers to the Local of the Ontario Nurses' Association at the West Nipissing General Hospital; namely, Local 178.

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- B-1 The Association acknowledges that it is the function of the Employer:-
- 1) to maintain order, discipline and efficiency, and to establish and from time to time alter reasonable rules and regulations governing the conduct of nurses. Such reasonable rules and regulations and any changes thereto shall be communicated to the nurses and the Association, and shall be posted on all bulletin boards;
  - 2) to direct the working forces and to decide on the number of nurses needed by the Hospital at any time and to decide on the use of new or improved or changed methods and equipment;
  - 3) to hire, discharge, retire, transfer, promote, demote, suspend or otherwise discipline nurses, provided that a claim of unjust promotion, demotion, transfer, lay-off, or suspension or a claim that a nurse has been discharged or

disciplined unjustly may be the subject of a grievance dealt with as herein provided.

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

#### ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 Nurses' Representatives

There will be three (3) nurse representatives from the nurses in either bargaining unit.

C-2 Negotiating Committee

There will be a local negotiating committee of up to three (3) nurses from the nurses in either bargaining unit.

C-3 Grievance Committee

There will be a grievance committee of three (3) nurses from the nurses in either bargaining unit.

C-4 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of three (3) representatives of the Association from the nurses in either bargaining unit and three (3) representatives of the Hospital.

C-5 Association Interview

The Association will be allowed to interview newly employed nurses during the Hospital's general orientation.

- C-6 The Hospital will provide the Association with a list of all newly hired nurses and their classification, within two (2) weeks of hire.

#### ARTICLE D - HOURS OF WORK'

- D-1 There shall be a rest period during each one-half (½) tour.

- D-2 . When a replacement is needed to allow the nurse to take this rest period and her meal break, the immediate supervisor or her designee shall assign a replacement at the beginning of the tour. If the nurse so assigned is unable to replace, the immediate supervisor or her designee must be notified.

ARTICLE E - SCHEDULING REGULATIONS

- E-1 Schedules will be posted two (2) weeks in advance and shall cover a six (6) week period.
- E-2 (a) Requests for specific days off must be submitted in writing at least two (2) weeks in advance of posting of the schedule.
- (b) Requests for change in posted time schedules must be submitted in writing to the Co-ordinator or designee 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. Such change shall not be unreasonably withheld.
- E-3 The following scheduling regulations will apply:
- (a) at least every third (3rd) weekend off.
- (b) no less than two (2) consecutive tours (16 hours) shall be scheduled off between tour changes.
- (c) no split shifts.
- (d) a nurse shall not be scheduled to work more than seven (7) consecutive tours.
- (e) no less than six (6) consecutive tours (48 hours) shall be scheduled off on a tour change from the night tour, unless otherwise mutually agreed.
- (f) (i) a nurse shall rotate on two (2) shifts only, unless otherwise mutually agreement. Individual tour preferences shall be assigned according to departmental seniority.
- (ii) when a nurse normally rotates, fifty percent (50%) of her tours shall be scheduled on the day tour whenever possible, according to seniority on a rotating basis.
- (g) nurses shall not be scheduled single days off, unless absolutely necessary.
- E-4 (a) A nurse will receive premium pay for all hours worked on a third (3rd) and subsequent weekend save and except where:

- (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 a result of an exchange of tours with another nurse.

(b) Definition of a Weekend

It is understood that a weekend off, Saturday and Sunday, will consist of at least sixty-four (64) consecutive hours off work, unless otherwise mutually agreed.

- E-5
- (a) A nurse will be scheduled off work for not less than six (6) consecutive days at either Christmas or New Year's unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and paid holidays.
  - (b) Time off at Christmas shall include Christmas Eve day, Christmas day and Boxing Day; time off at New Year's shall include New Year's Eve day, New Year's Day and January 2nd, unless otherwise mutually agreed.
  - (c) Written **requests** for time off at either Christmas or New Year's must be submitted by October 1st, and the finalized schedule shall be posted by November 1st.
  - (d) The normal scheduling provisions may be waived to accommodate this special arrangement between December 15th and January 15th. In the event that these dates split a weekend, the whole weekend will be included.
  - (e) Seniority shall prevail for granting time off at Christmas or New Year's.

E-6 Any violation of E-3 (b), (c), (d), (e), (g), and E-5 (a) shall result in premium payment.

ARTICLE F - PAID HOLIDAYS

F-1 The following holidays shall be recognized:

New Year's Day	Civic Holiday
January 2nd	Labour Day
2nd Monday in February	Thanksgiving Day
Good Friday	Christmas Day

Victoria Day  
Dominion Day

Boxing Day

Effective April 1, 1989 -- 3rd Monday in June

- F-2 Lieu days shall be granted within sixty (60) days after the date on which the holiday was observed to be taken on a day mutually agreed between the nurse and her immediate supervisor.
- F-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.
- F-4 (i) A nurse scheduled off on a holiday weekend shall have the paid holiday included with her weekend off.
- (ii) If the nurse works the holiday weekend, she shall also work the paid holiday, unless otherwise mutually agreed.

#### ARTICLE G - VACATIONS

- G-1 The vacation year for the purpose of entitlement shall be the calendar year.
- G-2 (i) Vacation schedules shall be posted by February 15th of each year. Vacation time shall be requested by March 15th. A finalized vacation request list shall be posted by April 15th.
- (ii) A nurse may select from vacation not booked on a first come first served basis. Such request must be submitted in writing at least two (2) weeks in advance of posting the schedule (Article E-1), whenever possible.
- (iii) The first three (3) weeks of vacation may be allotted to a nurse on a consecutive basis and the fourth and succeeding weeks of vacation, if any, at a mutually agreeable time.
- (iv) Vacation must be taken before December 21st of each year, unless otherwise mutually agreed.
- G-3 Should a nurse desire in advance cheques which would be paid during her vacation period, a request must be submitted to the Payroll Department two weeks in advance of the commencement of the vacation.

- G-4 The Hospital shall schedule **as** a weekend off the weekend prior to a nurse's vacation and the weekend following her vacation unless waived by the nurse.
- G-5 Prior to leaving on a vacation nurses shall be notified of the date and time on which to report for work following vacation.
- G-6 In the event of conflict with regard to scheduling of vacation, seniority shall prevail.

#### ARTICLE H - SENIORITY LIST

- H-1 Seniority lists shall be posted every six (6) months, January and July.

#### ARTICLE I - ASSOCIATION LEAVE

- I-1 Leave of absence for Association business shall be given to an aggregate maximum for all nurses of fifty (50) 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 J - BULLETIN BOARDS

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

#### ARTICLE K - ORIENTATION'

- K-1 Newly hired nurses shall have an orientation program which would include a minimum of:
- (a) one (1) day orientation to the Hospital.
  - (b) three (3) days orientation on day shift in the area she shall be assigned. Two (2) shifts orientation on evenings or nights whichever tour she is assigned.

#### ARTICLE L - PRE-PAID LEAVE PLAN'

- 1 At least one (1) full-time nurse shall be allowed off at a time.

LETTER OF UNDERSTANDING

BETWEEN

WEST NIPISSING GENERAL HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

RE: JOB SHARING

The parties agree to investigate the feasibility of job sharing at the Hospital-Association Committee by April 1, 1989.

If feasible, the parties agree to implement job sharing guidelines on a trial basis, should the opportunity arise.

DATED AT STURGEON FALLS, ONTARIO, THIS 22 DAY OF August, 1988.

FOR THE HOSPITAL

FOR THE ASSOCIATION

\_\_\_\_\_  
Judith S. Denis  
S. Kussel

Dehaper  
Rene Pilon

Constance Ann Prindle  
Gisela Evans  
H. A. Marino  
Marie Claire Ferris  
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