

6 18
MAY 1988

FULL-TIME

SOURCE	O.N.A.		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	14		
NOM. RE D'EMPLO.ÉS	EB		

COLLECTIVE AGREEMENT

between

GERALDTON DISTRICT HOSPITAL INC.
(hereinafter called the "Hospital")

and

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

EXPIRY: MARCH 31, 1991

MAY 13 1988

0832001

signed at Kensington, Ontario this 12th day of July, 1988

FOR THE HOSPITAL

ONTARIO NURSES' ASSOCIATION

[Signature]
Richard [unclear]
Richard [unclear]

Linda Kessler
[Signature]
Pauline [unclear]

APPENDIX 3

GERALDTON DISTRICT HOSPITAL INC.

SALARY SCHEDULE

FULL-TIME

APRIL 1, 1988

<u>REGISTERED NURSE</u>	<u>HOURLY</u>	<u>MONTHLY</u>
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
 <u>GRADUATE NURSE</u>		
Start	\$15.68	\$2547.48
 <u>HEAD NURSE/HOME CARE CO-ORDINATOR</u>		
Start	\$18.02	\$2928.66
1 Year	19.31	3138.28
2 Years	19.79	3216.26
3 Years	20.30	3298.99
4 Years	20.55	3339.44
5 Years	20.85	3387.37

APPENDIX 3

GERALDTON DISTRICT HOSPITAL INC.

SALARY SCHEDULE

FULL-TIME

APRIL 1, 1989

<u>REGISTERED NURSE</u>	<u>HOURLY</u>	<u>MONTHLY</u>
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

<u>GRADUATE NURSE</u>		
Start	\$15.99	\$2598.43
1 Year	16.23	2637.41

<u>HEAD NURSE/HOME CARE CO-ORDINATOR</u>		
Start	\$18.38	\$2987.23
1 Year	19.99	3248.12
2 Years	20.48	3328.83
3 Years	21.01	3414.46
4 Years	21.32	3464.66
5 Years	21.63	3514.39
6 Years	21.95	3567.11

APPENDIX 3

GERALDTON DISTRICT HOSPITAL INC.

SALARY SCHEDULE

FULL-TIME

APRIL 1, 1990

<u>REGISTERED NURSE</u>	<u>HOURLY</u>	<u>MONTHLY</u>
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

<u>GRADUATE NURSE</u>		
Start	\$16.63	\$2702.36
1 Year	16.88	2742.96
2 Years	17.13	2784.10

<u>HEAD NURSE/HOME CARE CO-ORDINATOR</u>		
Start	\$19.12	\$3106.72
1 Year	20.79	3378.05
2 Years	21.30	3461.98
3 Years	21.85	3551.04
4 Years	22.17	3603.25
5 Years	22.49	3654.97
6 Years	22.83	3709.64
7 Years	23.17	3765.28

APPENDIX 4

GERALDTON DISTRICT HOSPITAL INC.
(in the Hospital in Geraldton)

SUPERIOR CONDITIONS

1. Full-time nurses who on or before September 24, 1987 have completed fifteen (15) years of continuous service shall be entitled to an annual vacation of five (5) weeks.
2. A nurse will be paid time and one-half for an ambulance trip if the time required for the total trip is in excess of the nurse's regular shift. It is understood that the nurse will be paid as if she completed her return in the most expeditious manner available.

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(in the Hospital in Geraldton)
(hereinafter called the "Hospital")

AND :

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

FULL-TIME

ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by Geraldton District Hospital Inc. in Geraldton, Longlac and Naqina, save and except supervisors, persons above the rank of supervisor and persons regularly employed for not more than twenty-four (24) hours per week.
- A.2 The word "nurses" when used in this Agreement shall mean persons included in the bargaining unit as set out in A.1 above and who work in the Hospital in Geraldton.
- A.3 "Supervisor" or "immediate supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- A.4 "Administrator" where used in this Agreement shall mean the Chief Executive Officer of the Geraldton District Hospital Inc.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association recognizes that the management of the Geraldton District Hospital Inc. and the direction of the working force are fixed exclusively with the

Hospital and shall remain 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 suspension, discipline or discharge without just cause may be the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, hours of work, job rating and classification, 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 provisions of this Agreement.

ARTICLE C - ASSOCIATION COMMITTEES AND REPRESENTATIVES

C.1 The parties agree that nurse representatives and committee members as provided for in the Central Agreement may be from either the full-time or part-time bargaining unit and shall represent both bargaining units.

The Hospital shall recognize the following representatives and committee members:

(a) Nurse Representatives

Two (2) nurse representatives, one to represent each of the following groups:

Full-Time Nurses (Hospital) - one (1)

representative.

Part-Time Nurses (Hospital) - one (1)
representative.

(b) Grievance Committee

Two (2) nurses, one (1) of whom is full-time and one (1) of whom is part-time.

(c) Negotiating Committee

Four (4) nurses, one (1) of whom is full-time from the Hospital, one (1) of whom is part-time from the Hospital, one (1) from Home Care and one (1) from the Nakina Clinic.

(d) Hospital-Association Committee

Two (2) representatives of the Association and an equal number of representatives from the Hospital.

C.2 Association Interview

The interview period provided for in the Central Agreement will normally be scheduled during the newly employed nurse's orientation period. The Hospital will notify the Local Association of the date and time of the newly hired nurse's orientation period and the interview times shall be mutually agreed.

ARTICLE D - LEAVE OF ABSENCE

D.1 Association Business

As provided for in the Central Agreement, the cumulative total leave of absence for Association business for the Hospital in Geraldton, the Home Care Programme and the Nakina Clinic shall not exceed thirty (30) days (including both full-time and part-time nurses) during the calendar year, subject to the following conditions:

- (a) request for leave shall be made in writing at least three (3) weeks prior to the commencement of the leave, except in unusual circumstances;
- (b) no more than two (2) nurses shall be given leave at the same time;
- (c) the granting of the leave may be affected by staffing requirements for the time of the requested leave. The Director of Nursing may then

limit the number of nurses absent at one time to one (1) nurse. Such limitation shall not be unreasonably exercised.

D.2 The number of nurses that may be absent from the Hospital on pre-paid leave at one time shall be one (1) full-time and one (1) part-time.

ARTICLE E - MISCELLANEOUS

E.1 Bulletin Boards

The Hospital will provide the Association with bulletin board space for the posting of notices pertaining to items of interest to the bargaining unit members. Prior to posting such notices, the Association will submit the notices to the Chief Executive Officer, or his designate, for approval. Such approval will not be unreasonably withheld.

E.2 Payment of Wages

The Hospital agrees that wages will be paid on a regular bi-weekly basis every second Friday. When a paid holiday falls on that day, wages will be paid one day in advance.

E.3 Seniority Lists

The seniority list as provided for in the Central Agreement will be posted twice per year by April 1st and October 1st.

The initial seniority list will be provided within sixty (60) days of the effective date of the Collective Agreement.

ARTICLE F - SCHEDULING OF HOURS

F.1 The following scheduling regulations for the Hospital will be observed:

(a) Nurses will not be scheduled to work more than seven (7) consecutive tours of work. Premium pay shall be paid for each subsequent consecutive tour worked in excess of seven (7) until one (1) day off is given.

(b) In any two (2) week period, at least four (4) days off must be scheduled. At least two (2) days off must be consecutive. The remaining two (2) days off may be split.

- (c) The nursing schedule will be posted by the fifteenth day of the preceding month and will cover a one (1) month period. Requests for changes in posted time schedules must be submitted for approval in writing to the Director of Nursing, or her designate, and must be co-signed by the nurse willing to change days off or days of work.
- (d) The Hospital will schedule one (1) weekend off in three (3) and will endeavour to schedule one (1) weekend off in two (2). A nurse will receive premium pay as outlined in the Central Agreement for all hours worked on a third 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 requested weekend work; or
 - (iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (e) A weekend shall consist of at least fifty-six (56) hours starting no later than the end of the Friday evening tour and ending no sooner than the beginning of the Monday day tour.
- (f) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's. The foregoing shall not apply in those areas where nurses do not normally work on weekends and paid holidays. The scheduling regulations listed in Article F.1 other than F.1 (f) may be waived between December 15th and January 15th.

For the purposes of this clause, Christmas shall include Christmas Eve, Christmas Day and Boxing Day and New Year's shall include New Year's Eve and New Year's Day.

If more nurses request a specific time period than can have it, time will be scheduled so that nurses are given the opposite time to what they received the year before.

- (g) The Hospital will not schedule split tours.
- (h) No less than two (2) consecutive tours shall be scheduled off between tour changes, and at least forty-eight (48) hours will be scheduled off after

night duty when changing to another tour. Except where the nurse agrees to such short change, premium pay will be paid for the first tour worked as the result of such short change.

- (i) Nurses will not be required to rotate on more than two (2) tours of duty, except in unusual circumstances.
- (j) Requests for specific days off must be submitted in writing no less than two (2) weeks in advance of the posting date of the schedule which covers the requested time off. Nurses will be advised in writing within five (5) days of receipt of the request whether or not the request is granted.

F.2 Nurses working in the Hospital, Home Care or the Nakina Clinic will not be scheduled to work in another section of the Employer's operation unless they so request it and the Hospital approves it.

F.3 The night shift shall be considered the first shift of the day.

F.4 Where a nurse chooses equivalent time off as provided in Article 14.09, such time off must be taken at a mutually agreeable time within sixty (60) calendar days of the date the overtime was worked or payment in accordance with Article 14.09 shall be made.

ARTICLE G - VACATIONS

G.1 The vacation year shall be from April 1st in any year to March 31st of the following year. The date for determining vacation entitlement shall be the March 31st prior to the vacation year.

G.2 Subject to G.4 vacations may be taken at any time of the year and will be scheduled as follows:

- (i) vacation request lists including the amount of vacation owing to each nurse shall be posted in each area on April 1st of each year and remain posted until May 1st. Nurses will write their requests for vacation time off in the vacation year on the posted list. Vacation requests in the Hospital, Home Care and the Nakina Clinic areas will be separate from each other area. A list of approved vacations will be posted in each area no later than May 15th of each year. In cases of conflict, seniority will govern. It is understood

that the Hospital may set reasonable limits regarding the number of nurses off on 'vacation at one time;

- (ii) vacations requested on or after May 1st in any year will be granted on a first come basis. Vacation requests will be submitted in writing no later than six (6) weeks prior to the time requested, except in unusual circumstances. The Hospital will reply in writing within one (1) week of receipt of the request;
- (iii) vacation may be commenced on any day of the week; and
- (iv) vacations must be taken in periods of not less than five (5) consecutive working days.

G.3 Vacations may not normally be accumulated from one (1) year to the next but must be taken each vacation year unless otherwise arranged with the immediate supervisor and the Chief Executive Officer.

G.4 Vacation will only be granted during the Christmas and New Year's holiday period (December 15th to January 15th) provided the Hospital is adequately staffed during this period.

G.5 Prior to leaving on vacation, a nurse shall be notified of the date and tour on which she will be required to report for work following her vacation or such information shall be on the posted schedule prior to leaving on vacation.

ARTICLE H - PAID HOLIDAYS

H.1 In accordance with the Central Agreement, the following are designated as holidays:

New Year's Day	Labour Day
3rd Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

Effective for 1989, add Easter Monday.

H.2 When a nurse qualifies for lieu days, the lieu day shall be granted within the period of ninety (90) days following the holiday. Such lieu day shall be by

mutual agreement. If not mutually agreed, the nurse will be paid in accordance with the Central Agreement.

- H.3 A tour that begins or ends during the twenty-four (24) hour period of the **paid** holiday 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.
- H.4 The Hospital will endeavour to share time off on paid holidays equally among full-time nurses.
- H.5 A request for lieu days off must be requested in writing at least one (1) week in advance of the requested time off, except in unusual circumstances. The Hospital will respond in writing no later than five (5) days after submission of the request.

APPENDIX 4

GERALDTON DISTRICT HOSPITAL INC.
(Nakina Clinic)

SUPERIOR CONDITIONS

1. A nurse will be paid time and one-half for an ambulance trip if the time required for the total trip is in excess of the nurse's regular shift. It is understood that the nurse will be paid as if she completed her return in the most expeditious manner available.

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(Nakina Clinic)
(hereinafter called the "Hospital")

AND :

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

FULL-TIME

ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by Geraldton District Hospital Inc. in Geraldton, Longlac and Nakina, save and except supervisors, persons above the rank of supervisor and persons regularly employed for not more than twenty-four (24) hours per week.
- A.2 The word "nurses" when used in this Agreement shall mean persons included in the bargaining unit as set out in A.1 above and who work in the Nakina Clinic.
- A.3 "Supervisor" or "immediate supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- A.4 "Administrator" where used in this Agreement shall mean the Chief Executive Officer of the Geraldton District Hospital Inc.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association recognizes that the management of the Geraldton District Hospital Inc. and the direction of the working force are fixed exclusively with the

Hospital and shall remain 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 suspension, discipline or discharge without just cause may be the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, hours of work, job rating and classification, 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 provisions of this Agreement.

ARTICLE C - ASSOCIATION COMMITTEES AND REPRESENTATIVES

C.1 The parties agree that nurse representatives and committee members as provided for in the Central Agreement may be from either the full-time or part-time bargaining unit and shall represent both bargaining units.

The Hospital shall recognize the following representatives and committee members:

(a) Nurse Representatives

One (1) nurse representative.

(b) Grievance Committee

Two (2) nurses, one (1) of whom is full-time and one (1) of whom is part-time.

(c) Negotiating Committee

Four (4) nurses, one (1) of whom is full-time from the Hospital, one (1) of whom is part-time from the Hospital, one (1) from Home Care and one (1) from the Nakina Clinic.

(d) Hospital-Association Committee

Two (2) representatives of the Association and an equal number of representatives from the Hospital.

C.2 Association Interview

The interview period provided for in the Central Agreement will normally be scheduled during the newly employed nurse's orientation period. The Hospital will notify the Local Association of the date and time of the newly hired nurse's orientation period and the interview times shall be mutually agreed.

ARTICLE D - LEAVE OF ABSENCE

D.1 Association Business

As provided for in the Central Agreement, the cumulative total leave of absence for Association business for the Hospital in Geraldton, the Home Care Programme and the Nakina Clinic shall not exceed thirty (30) days (including both full-time and part-time nurses) during the calendar year, subject to the following conditions:

- (a) request for leave shall be made in writing at least three (3) weeks prior to the commencement of the leave, except in unusual circumstances;
- (b) no more than two (2) nurses shall be given leave at the same time;
- (c) the granting of the leave may be affected by staffing requirements for the time of the requested leave. The Director of Nursing may then limit the number of nurses absent at one time to one (1) nurse. Such limitation shall not be unreasonably exercised.

D.2 The number of nurses that may be absent from Nakina Clinic on pre-paid leave at one time shall be one (1) nurse, whether full-time or part-time.

ARTICLE E - MISCELLANEOUS

E.1 Bulletin Boards

The Hospital will provide the Association with bulletin board space for the posting of notices pertaining to items of interest to the bargaining unit members. Prior to posting such notices, the Association will submit the notices to the Chief Executive Officer, or his designate, for approval. Such approval will not be unreasonably withheld.

E.2 Payment of Wages

The Hospital agrees that wages will be paid on a regular bi-weekly basis every second Friday. When a paid holiday falls on that day, wages will be paid one day in advance.

E.3 Seniority Lists

The seniority list as provided for in the Central Agreement will be posted twice per year by April 1st and October 1st.

The initial seniority list will be provided within sixty (60) days of the effective date of the Collective Agreement.

ARTICLE F - SCHEDULING OF HOURS

F.1 The following scheduling regulations will be observed:

- (a) Nurses will not be scheduled to work more than five (5) days in a row, Monday to Friday.
- (b) The Clinic will be closed for appointments on Saturdays, Sundays and paid holidays.
- (c) Schedules for the Nakina Clinic will be prepared by the immediate supervisor in consultation with the nurses, who may submit schedules for the supervisor's approval.

F.2 Nurses working in the Hospital, Home Care or the Nakina Clinic will not be scheduled to work in another section of the Employer's operation unless they so request it and the Hospital approves it.

F.3 The night shift shall be considered the first shift of the day.

F.4 Where a nurse chooses equivalent time off as provided

in Article 14.09, such time off must be taken at a mutually agreeable time within sixty (60) calendar days of the date the overtime was worked or payment in accordance with Article 14.09 shall be made..

F.5 Those nurses presently taking part in a job-sharing arrangement shall be entitled to continue in a job-sharing situation. If one of the job-sharers leaves and the remaining nurse wishes to continue to job-share, the vacant position shall be posted in accordance with Article 10.06 Full-Time and 10.05 Part-Time of the Collective Agreement.

If the vacancy cannot be filled internally, the remaining nurse shall be offered the full-time position being shared prior to it being posted or advertised externally.

If she does not wish to work full-time, she shall be entitled to exercise her rights under the lay-off provisions of the Collective Agreement.

ARTICLE G - VACATIONS

G.1 The vacation year shall be from April 1st in any year to March 31st of the following year. The date for determining vacation entitlement shall be the March 31st prior to the vacation year.

G.2 Subject to G.4 vacations may be taken at any time of the year and will be scheduled as follows:

(i) vacation request lists including the amount of vacation owing to each nurse shall be posted in each area on April 1st of each year and remain posted until May 1st. Nurses will write their requests for vacation time off in the vacation year on the posted list. Vacation requests in the Hospital, Home Care and the Nakina Clinic areas will be separate from each other area. A list of approved vacations will be posted in each area no later than May 15th of each year. In cases of conflict, seniority will govern. It is understood that the Hospital may set reasonable limits regarding the number of nurses off on vacation at one time:

(ii) vacations requested on or after May 1st in any year will be granted on a first come basis. Vacation requests will be submitted in writing no later than six (6) weeks

prior to the time requested, except in unusual circumstances. The Hospital will reply in writing within one (1) week of receipt of the request;

(iii) vacation may be commenced on any day of the week; and

(iv) vacations must be taken in periods of not less than five (5) consecutive working days.

G.3 Vacations may not normally be accumulated from one (1) year to the next but must be taken each vacation year unless otherwise arranged with the immediate supervisor and the Chief Executive Officer.

G.4 Vacation will only be granted during the Christmas and New Year's holiday period (December 15th to January 15th) provided the Hospital is adequately staffed during this period.

G.5 Prior to leaving on vacation, a nurse shall be notified of the date and tour on which she will be required to report for work following her vacation or such information shall be on the posted schedule prior to leaving on vacation.

ARTICLE H - PAID HOLIDAYS

H.1 In accordance with the Central Agreement, the following are designated as holidays:

New Year's Day	Labour Day
3rd Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

Effective for 1989, add Easter Monday.

H.2 When a nurse qualifies for lieu days, the lieu day shall be granted within the period of ninety (90) days following the holiday. Such lieu day shall be by mutual agreement. If not mutually agreed, the nurse will be paid in accordance with the Central Agreement.

H.3 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday 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.

- H.4 The Hospital will endeavour to share time off on paid holidays equally among full-time nurses.
- H.5 A request for lieu days off must be requested in writing at least one (1) week in advance of the requested time off, except in unusual circumstances. The Hospital will respond in writing no later than five (5) days after submission of the request.

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN:

GERALDTON DISTRICT HOSPITAL INC.
(Home Care Programme)
(hereinafter called the "Hospital")

AND :

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

FULL-TIME

ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by Geraldton District Hospital Inc. in Geraldton, Longlac and Nakina, save and except supervisors, persons above the rank of supervisor and persons regularly employed for not more than twenty-four **(24)** hours per week.
- A.2 The word "nurses" when used in this Agreement shall mean persons included in the bargaining unit as set out in A.1 above and who work in the Home Care Programme.
- A.3 "Supervisor" or "immediate supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- A.4 "Administrator" where used in this Agreement shall mean the Chief Executive Officer of the Geraldton District Hospital Inc.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association recognizes that the management of the Geraldton District Hospital Inc. and the direction of the working force are fixed exclusively with the

Hospital and shall remain 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 suspension, discipline or discharge without just cause may be the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, hours of work, job rating and classification, 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 provisions of this Agreement.

ARTICLE C - ASSOCIATION COMMITTEES AND REPRESENTATIVES

C.1 The parties agree that nurse representatives and committee members as provided for in the Central Agreement may be from either the full-time or part-time bargaining unit and shall represent both bargaining units.

The Hospital shall recognize the following representatives and committee members:

- (a) Nurse Representatives
One (1) nurse representative.
- (b) Grievance Committee

Two (2) nurses, one (1) of whom is full-time and one (1) of whom is part-time.

(c) Negotiating Committee

Four (4) nurses, one (1) of whom is full-time from the Hospital, one (1) of whom is part-time from the Hospital, one (1) from Home Care and one (1) from the Nakina Clinic.

(d) Hospital-Association Committee

Two (2) representatives of the Association and an equal number of representatives from the Hospital.

C.2 Association Interview

The interview period provided for in the Central Agreement will normally be scheduled during the newly employed nurse's orientation period. The Hospital will notify the Local Association of the date and time of the newly hired nurse's orientation period and the interview times shall be mutually agreed.

ARTICLE D - LEAVE OF ABSENCE

D.1 Association Business

As provided for in the Central Agreement, the cumulative total leave of absence for Association business for the Hospital in Geraldton, the Home Care Programme and the Nakina Clinic shall not exceed thirty (30) days (including both full-time and part-time nurses) during the calendar year, subject to the following conditions:

- (a) request for leave shall be made in writing at least three (3) weeks prior to the commencement of the leave, except in unusual circumstances;
- (b) no more than two (2) nurses shall be given leave at the same time;
- (c) the granting of the leave may be affected by staffing requirements for the time of the requested leave. The Director of Nursing may then limit the number of nurses absent at one time to one (1) nurse. Such limitation shall not be unreasonably exercised.

D.2 The number of nurses that may be absent from Home Care on pre-paid leave at one time shall be one (1) nurse, whether full-time or part-time.

ARTICLE E - MISCELLANEOUS

E.1 Bulletin Boards

The Hospital will provide the Association with bulletin board space for the posting of notices pertaining to items of interest to the bargaining unit members. Prior to posting such notices, the Association will submit the notices to the Chief Executive Officer, or his designate, for approval. Such approval will not be unreasonably withheld.

E.2 Payment of Wages

The Hospital agrees that wages will be paid on a regular bi-weekly basis every second Friday. When a paid holiday falls on that day, wages will be paid one day in advance.

E.3 Seniority Lists

The seniority list as provided for in the Central Agreement will be posted twice per year by April 1st and October 1st.

The initial seniority list will be provided within sixty (60) days of the effective date of the Collective Agreement.

E.4 **A nurse** required to use her automobile for work will be compensated at the rate of forty-five cents (45¢) per mile. Mileage distances will be calculated in accordance with the present practice.

Effective April 1, 1988 - 47¢ per mile;
Effective April 1, 1989 - 49¢ per mile.

ARTICLE F - SCHEDULING OF HOURS

F.1 The following scheduling regulations will be observed:

(a) Nurses will only be scheduled to work day shifts, except in unusual circumstances.

(b) A nurse will not be scheduled to work for more than one (1) weekend in four (4). A nurse will receive premium pay as outlined in the Central Agreement for all hours worked on a third and subsequent consecutive weekend, save and except where:

(i) such weekend has been worked by a nurse to satisfy days off requested by such nurse;

or

- (ii) such nurse requested weekend work; or
 - (iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (c) A weekend shall consist of at least fifty-six (56) hours starting no later than the end of the Friday evening tour and ending no sooner than the beginning of the Monday day tour.
- (d) Nurses will not be scheduled to work more than seven (7) consecutive tours of work. Premium pay shall be paid for each subsequent consecutive tour worked in excess of seven (7) until one (1) day off is given.
- (e) In any two (2) week period at least four (4) days off must be scheduled. At least two (2) days off must be consecutive. The remaining two (2) days off may be split.
- (f) The nursing schedule will be posted by the fifteenth day of the preceding month and will cover a one (1) month period. Requests for changes in posted time schedules, must be submitted for approval in writing to the Director of Nursing, or her designate, and must be co-signed by the nurse willing to change days off or days of work.
- (g) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's. The foregoing shall not apply unless the nurse has been scheduled to work weekends and paid holidays over Christmas and/or New Year's. The scheduling regulations listed in Article F.1 (g) may be waived between December 15th and January 15th.

For the purposes of this clause, Christmas shall include Christmas Eve, Christmas Day and Boxing Day and New Year's shall include New Year's Eve and New Year's Day.

If more nurses request a specific time period than can have it, time will be scheduled so that nurses are given the opposite time to what they received the year before.

- (h) Requests for specific days off must be submitted in writing no less than two (2) weeks in advance of the posting date of the schedule which covers

the requested time off. Nurses will be advised in writing within five (5) days of receipt of the request whether or not the request is granted.

F.2 Nurses working in the Hospital, Home Care or the Nakina Clinic will not be scheduled to work in another section of the Employer's operation unless they so request it and the Hospital approves it.

F.3 The night shift shall be considered the first shift of the day.

F.4 Where a nurse chooses equivalent time off as provided in Article 14.09, such time off must be taken at a mutually agreeable time within sixty (60) calendar days of the date the overtime was worked or payment in accordance with Article 14.09 shall be made.

F.5 (i) Nurses are to be paid one (1) hour's pay per visit (includes charting and in-town travel time).

(ii) Nurses will continue to be able to charge co-ordinating hours and administrative hours.

(iii) It is the nurse's responsibility to get herself to the office to which she is usually assigned to begin her work day. Between town travel time during the nurse's work day will be compensated by the Hospital.

(iv) A nurse who reports to work as scheduled shall receive a minimum of one (1) hour's pay.

(v) A nurse shall receive at least sixteen (16) hours cancellation notice, otherwise she shall receive one (1) hour's pay.

ARTICLE G - VACATIONS

G.1 The vacation year shall be from April 1st in any year to March 31st of the following year. The date for determining vacation entitlement shall be the March 31st prior to the vacation year.

G.2 Subject to G.4 vacations may be taken at any time of the year and will be scheduled as follows:

(i) vacation request lists including the amount of vacation owing to each nurse shall be

posted in each area on April 1st of each year and remain posted until May 1st. Nurses will write their requests for vacation time off in the vacation year on the posted list. Vacation requests in the Hospital, Home Care and the Nakina Clinic areas will be separate from each other area. A list of approved vacations will be posted in each area no later than May 15th of each year. In cases of conflict, seniority will govern. It is understood that the Hospital may set reasonable limits regarding the number of nurses off on vacation at one time;

- (ii) vacations requested on or after May 1st in any year will be granted on a first come basis. Vacation requests will be submitted in writing no later than six (6) weeks prior to the time requested, except in unusual circumstances. The Hospital will reply in writing within one (1) week of receipt of the request;
- (iii) vacation may be commenced on any day of the week; and
- (iv) vacations must be taken in periods of not less than five (5) consecutive working days.

G.3 Vacations may not normally be accumulated from one (1) year to the next but must be taken each vacation year unless otherwise arranged with the immediate supervisor and the Chief Executive Officer.

G.4 Vacation will only be granted during the Christmas and New Year's holiday period (December 15th to January 15th) provided the Hospital is adequately staffed during this period.

G.5 Prior to leaving on vacation, a nurse shall be notified of the date and tour on which she will be required to report for work following her vacation or such information shall be on the posted schedule prior to leaving on vacation.

ARTICLE H - PAID HOLIDAYS

H.1 In accordance with the Central Agreement, the following are designated as holidays:

New Year's Day
3rd Monday in February
Good Friday
Victoria Day
Dominion Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Effective for 1989, add Easter Monday.

- H.2 When a nurse qualifies for lieu days, the lieu day shall be granted within the period of ninety (90) days following the holiday. Such lieu day shall be by mutual agreement. If not mutually agreed, the nurse will be paid in accordance with the Central Agreement.
- H.3 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday 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.
- H.4 The Hospital will endeavour to share time off on paid holidays equally among full-time nurses.
- H.5 A request for lieu days off must be requested in writing at least one (1) week in advance of the requested time off, except in unusual circumstances. The Hospital will respond in writing no later than five (5) days after submission of the request.

LETTER OF UNDERSTANDING

between

GERALDTON DISTRICT HOSPITAL INC.

and

ONTARIO NURSES' ASSOCIATION

RE: The Application of Article 14.13 Full-Time, 14.12 Part-Time

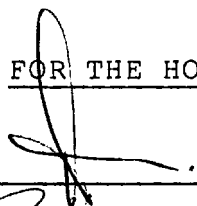
The parties agree that the evening shift, including a 15 minute tag end for reporting purposes, ends at 0015. The parties further agree that so long as this circumstance continues to operate, a nurse leaving the Hospital at this normal end of shift time will not be entitled to claim under Article 14.13 Full-Time or 14.12 Part-Time of the Central Agreements.

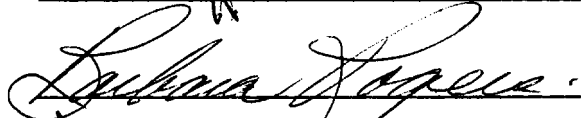
A nurse who works overtime at the end of the evening shift would still be entitled to benefit under the above clauses.

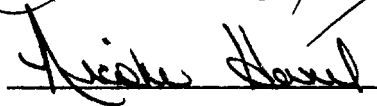
SIGNED at Geraldton, Ontario, this 12th day of July, 1988.


FOR THE HOSPITAL


FOR THE ASSOCIATION

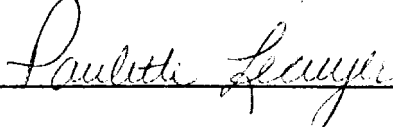












LETTER OF UNDERSTANDING

between

GERALDTON DISTRICT HOSPITAL INC.

and

ONTARIO NURSES' ASSOCIATION

The parties agree that the following regular part-time nurses presently take part in the Hospital Group Benefit Programme (excluding pension):

Mae Wilson
Roberta Beyer
Pauline Taphorn

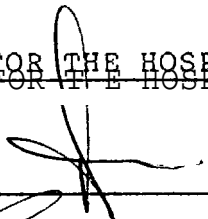
These nurses will be entitled to remain in the benefit group on the following conditions:

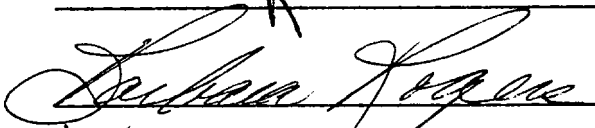
1. The nurse is responsible for paying 100% of the billed premiums.
2. These premium payments must be paid to the Hospital in advance of the Hospital being required to pay the insurer. (The Hospital will advise the nurses of the due dates for premiums).
3. Failure to pay the Hospital by the required date will automatically terminate the benefit(s) at the end of the period for which the nurse has already paid.

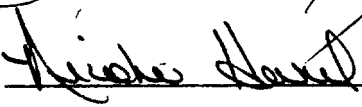
SIGNED at Geraldton, Ontario, this 12th day of July, 1988.


~~FOR THE HOSPITAL~~
~~FOR THE HOSPITAL~~

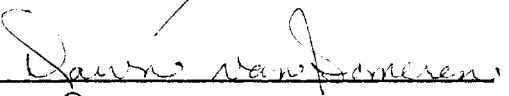
FOR THE ASSOCIATION














LETTER OF UNDERSTANDING

between

GERALDTON DISTRICT HOSPITAL INC.

and

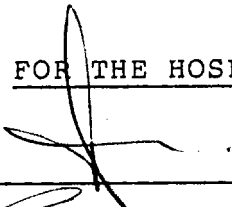
ONTARIO NURSES' ASSOCIATION

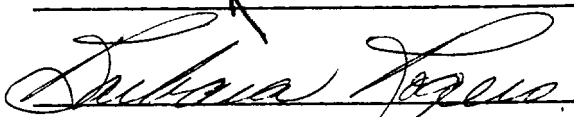
RE: Changeover from Daylight Saving Time to Standard Time and
Vice Versa

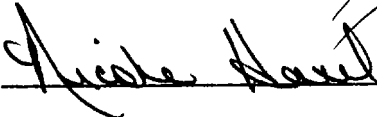
The parties agree that when the changeover from Standard Time to Daylight Saving Time occurs, the nurses working the shift when the change occurs shall be paid for seven and one-half (7 1/2) hours for the regular (6 1/2 hour) tour. Similarly, when the changeover from Daylight Saving Time to Standard Time occurs, the affected nurses will be paid for seven and one-half (7 1/2) hours for the regular (8 1/2 hour) tour.

SIGNED at Geraldton, Ontario, this 12th day of July 1988.

FOR THE HOSPITAL







FOR THE ASSOCIATION

