

ISSUANCE	Assoc.		
EFF.	96	04	01
TERM.	98	03	31
NO. OF EMPLOYEES	70		
NOMBRE D'EMPLOYÉS	A H		

COLLECTIVE AGREEMENT

Between

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

and

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

**EXPIRY:** March 31, 1998

12454 (01)

APPENDIX 3SALARY SCHEDULE - FULL-TIMEMONTHLY AND HOURLY RATES

Occupational Health/Infection Control Co-ordinator  
Staff Development Co-ordinator  
ASSISTANT HEAD NURSE

Effective	<u>April 1, 1997</u>	
	<u>Monthly</u>	<u>Hourly</u>
Start	3071.67	18.90
1 Year	3228.86	19.87
2 Years	3354.20	20.64
3 Years	3527.13	21.71
4 Years	3701.61	22.78
5 Years	3874.04	23.84
6 Years	4088.81	25.16
7 Years	4307.34	26.51
8 Years	4525.86	27.85
9 Years	4746.09	29.21

**APPENDIX 3**

**SALARY SCHEDULE - FULL-TIME**

**MONTHLY AND HOURLY RATES**

**REGISTERED NURSE**

Effective	<b><u>April 1, 1997</u></b>	
	<b><u>Monthly</u></b>	<b><u>Hourly</u></b>
Start	2973.55	18.30
1 Year	3122.73	19.22
2 Years	3247.05	19.98
3 Years	3417.77	21.03
4 Years	3586.83	22.07
5 Years	3757.56	23.12
6 Years	3969.72	24.43
7 Years	4181.88	25.73
8 Years	4394.04	27.04
9 Years	4607.85	28.36

**APPENDIX 3**

SALARY SCHEDULE - FULL-TIME

MONTHLY AND HOURLY RATES

GRADUATE NURSE

Effective	<u>April 1, 1997</u>	
	<u>Monthly</u>	<u>Hourly</u>
Start	2755.87	16.96
1 Year	2885.98	17.76
2 Years	3019.31	18.58
3 Years	3181.28	19.58

**APPENDIX 3**

SALARY SCHEDULE - PART-TIME

HOURLY RATES

REGISTERED NURSE

Effective April 1, 1997

Hourly

Start	18.30
1 Year	19.22
2 Years	19.98
3 Years	21.03
4 Years	22.07
5 Years	23.12
6 Years	24.43
7 Years	25.73
8 Years	27.04
9 Years	28.36

GRADUATE NURSE

Effective April 1, 1997

Hourly

Start	16.96
1 Year	17.76
2 Years	18.58
3 Years	19.58

**APPENDIX 3**

**SALARY SCHEDULE - PART-TIME**

**HOURLY RATES**

Occupational Health/Infection Control Co-ordinator  
Staff Development Co-ordinator  
ASSISTANT HEAD NURSE

Effective	<u>April 1, 1997</u> <u>Hourly</u>
Start	18.90
1 Year	19.87
2 Years	20.64
3 Years	21.71
4 Years	22.78
5 Years	23.84
6 Years	25.16
7 Years	26.51
8 Years	27.85
9 Years	29.21

**APPENDIX 4**

**SUPERIOR CONDITIONS - FULL-TIME**

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.

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APPENDIX 5

LOCAL ISSUES

**BETWEEN**

GROVES MEMORIAL COMMUNITY HOSPITAL  
[hereinafter referred to as the "Hospital"]

**- AND -**

ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Union"]

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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 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 Hospital recognizes the Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses engaged to work less than five (5) full tours on the average week, engaged in a nursing capacity by the Groves Memorial Community Hospital, save and except Head Nurses and persons above the rank of Head Nurse.
- 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, layoff, 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 provision 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 five (5) nurse representatives, one (1) each from the following areas of the Hospital:

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

Part-Time nurses under this Agreement will be represented in accordance with the provisions of Article C.

### 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 up to an aggregate maximum for all full-time nurses of fifty (50) days during any calendar year, provided adequate notice is given to the Hospital. It is agreed that not more than two (2) full-time nurses shall be absent on such leave at the same time.

D-2 Leave of absence for Association business shall be given up to an aggregate maximum for all part-time nurses of twenty (20) days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than one (1) part-time nurse shall be absent on such leave at one time.

ARTICLE E - HOURS OF WORK - SCHEDULING

E-I 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 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.

E-3

Full-Time Only

- (a) The Hospital shall ensure each nurse at least every second weekend *Off*.
- (b) Nurses will not be required to **work** more than seven (7) consecutive days except by mutual consent.
- (c) **A** nurse shall not be required to work with less than three (3) tours of duty *off* between the completion of one (1) tour and the start of the next tour when changing tours.
- (d) **A** nurse shall not be required to work with less than six (6) tours of duty *off* when the tour of duty is changed following night duty.
- (e) A nurse shall receive not less than five (5) consecutive days off at either Christmas or New Year's 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 may 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) 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.
- (g) Nurses will be paid premium pay as provided for in Article 14.03 for any work performed in violation of **(a)**, **(b)**, **(c)**, **(d)**, and **(e)** ~~of~~ this clause.
- (h) A weekend off shall be defined as fifty-six (56) consecutive hours off work from the last shift worked on Friday until the first shift worked on Monday.

E-4

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.

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E-5 Nurses employed on a regular part-time basis shall be available to work as follows:

1. For at least three (3) tours per week;
2. For three (3) shifts of duty;
3. For two **(2)** weekends (Saturday and Sunday) in every four (4) week period;
4. For either Christmas (December 24, 25 and 26) or New Year's (December 31, January 1 and 2).

NOTE: Nurses currently on staff and who currently only work two **(2)** shifts shall continue to be allowed to do **so**.

E-6 The schedule shall provide for a minimum of ~~two~~ **(2)** tours off from the completion of one tour and the commencement of the next tour unless otherwise agreed to by the nurse.

E-7 A full-time 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-8 The Hospital shall schedule each part-time nurse every second weekend off. Should a part-time nurse work on her scheduled weekend off, she shall receive premium payment as provided in Article 14.03 for all hours worked on such weekend save and except where:

- i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
- ii) such nurse has requested weekend work, or

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- iii) such weekend is worked as a result of an exchange of shifts with another nurse.
- E-9
- (a) In accordance with Article **14.10** Full-Time, **14.09** Part-Time the defined hours of a night and evening shift are as follows:  
  
Evening shift - 1530 - 2330 hours  
Night shift - 2330 - 0730 hours
  - (b) In accordance with Article **14.15** Full-Time, **14.14** Part-Time the 48 hour weekend period will be from 2330 hours Friday until 2330 hours Sunday.
- E-70
- 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 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	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
2nd Monday in February	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

F-2 Lieu days as provided for in Article 15.05, for full-time nurses, 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 When a full-time 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.

F-4 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.

ARTICLE G -VACATIONS

FULL-TIME

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. All vacations earned as of April 30th must be completed prior to the following April 30th. Vacations will not normally be scheduled between December 15th and January 15th except in those areas where it is practicable to do so.

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.

#### PART-TIME

- G-1 A nurse will receive not less than three (3) weeks annual vacation in the period from January 15th to December 15th inclusive.
- G-2 Preference for vacation time will be submitted by the nurse to the Immediate Supervisor, in writing, by March 30th and schedules will be posted by April 30th.
- G-3 Nurses shall be given preference with respect to vacation time in accordance with seniority subject to G-2 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 notices 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 10.20 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

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.

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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 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).

## ARTICLE M -WORKERS' COMPENSATION BOARD

- M-1
1. The Hospital will notify the President of the local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
  2. Prior to any nurse returning to work on the Modified Work Program, the Hospital will notify and meet with the nurse, and, with the nurse's consent, a representative of the Ontario Nurses' Association and/or member of the

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executive to discuss the circumstances surrounding the employee's return to suitable work.

3. The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

#### ARTICLE N - NURSE ABUSE

N-1 The Hospital with the nurse's consent, will inform the Local Association Representative, within twenty-four **(24)** hours, of any nurse who has reported an assault while performing her work. Such

information shall be submitted in writing to the Association as soon as possible.

N-2 The Hospital will reimburse the nurse for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as result of being assaulted while performing her **work**.

#### ARTICLE O - UNIFORMS

O- 1 The Hospital shall continue its present practice to provide and launder scrub uniforms, caps and lab coats in areas as required by the Hospital.

#### ARTICLE P - GENERAL

P-1 On termination of employment, on the initial request by the nurse, the Employer will provide to the nurse a signed statement indicating the following:

1. Term of Employment - Start and termination dates.
2. Seniority/Service in terms of years and/or hours.
3. Areas of assignment.

SIGNING PAGE

SIGNED AT FERGUS, ONTARIO THIS 22nd DAY OF December, 1999.

FOR THE EMPLOYER:

Carlton Finner

[Signature]

\_\_\_\_\_

\_\_\_\_\_

FOR THE ASSOCIATION:

[Signature]  
Labour Relations Officer

Brenda Collins

[Signature]

\_\_\_\_\_

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LETTER OF UNDERSTANDING

Between

GROVES MEMORIAL COMMUNITY HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

**RE: Parking**

The Employer agrees to meet with the Local Association prior to implementing a fee for parking.

Signed at Fergus, Ontario, this 22nd day of December, 1999.

FOR THE HOSPITAL:

Carolyn Fleming

[Signature]

\_\_\_\_\_

\_\_\_\_\_

FOR THE ASSOCIATION:

[Signature]  
Labour Relations Officer

[Signature]

Donna Ashton

\_\_\_\_\_