

SOURCE	Union		
Wage Eff.	88	04	01
TERM.	9,	03	31
No. OF EMPLOYEES	251		
NOMBRE D'EMPLOYÉS	251		

Full-time

COLLECTIVE AGREEMENT

BETWEEN

GREY-BRUCE **REGIONAL** HEALTH CENTRE
 (hereinafter referred to as "**the** Hospital")

- and -

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

EXPIRY: March 31 1991

MAY 28 1990

0565504

Dated at Owen Sound, Ontario this day of 20 March 1990 .

FOR THE HOSPITAL

G. P. ...

B. ...

M. ...

M. ...

FOR THE UNION

Esther Landst ERO.

Lisa McKay President

John Lubinski

APPENDIX 3

SALARY SCHEDULE

FULL-TIME

Effective	<u>April 1/88</u>		<u>April 1/89</u>		<u>April 1/90</u>	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
<u>Registered Nurse</u>						
Start	15.85	2575.55	16.17	2627.06	16.81	2732.14
After 1 year	16.45	2673.38	17.03	2766.95	17.71	2877.63
After 2 years	16.71	2715.06	17.29	2810.09	17.98	2922.49
After 3 years	17.01	2763.67	17.60	2860.40	18.31	2974.82
After 4 years	17.39	2825.96	18.04	2931.93	18.76	3049.21
After 5 years	17.73	2881.64	18.40	2989.70	19.13	3109.29
After 6 years	18.12	2944.28	18.80	3054.69	19.55	3176.88
After 7 years	18.55	3013.88	19.24	3126.90	20.01	3251.98
After 8 years			19.53	3173.80	20.31	3300.75
After 9 years					20.62	3350.26
<u>Graduate Nurse</u>						
Start	14.97	2431.85	15.26	2480.49	15.88	2579.71
After 1 year	15.52	2522.01	16.06	2610.28	16.71	2714.69
After 2 years	15.67	2545.62	16.21	2634.72	16.86	2740.11
After 3 years	15.87	2578.96	16.43	2669.22	17.08	2775.99
After 4 years	16.16	2625.50	16.76	2723.96	17.43	2832.92
After 5 years	16.39	2663.08	17.00	2762.95	17.68	2873.47
After 6 years	16.64	2703.46	17.26	2804.84	17.95	2917.03
After 7 years			17.52	2846.91	18.20	2957.94
After 8 years					18.47	3002.30
After 9 years						
<u>Nurse Clinician</u>						
Start	17.43	2833.11	17.78	2889.77	18.49	3005.35
After 1 year	18.10	2940.72	18.73	3043.65	19.48	3165.39
After 2 years	18.38	2986.57	19.02	3091.10	19.78	3214.74
After 3 years	18.71	3040.04	19.36	3146.44	20.14	3272.30
After 4 years	19.13	3108.56	19.85	3225.12	20.64	3354.13
After 5 years	19.51	3169.80	20.24	3288.67	21.05	3420.22
After 6 years	19.93	3238.71	20.68	3360.16	21.51	3494.57
After 7 years	20.40	3315.27	21.17	3439.59	22.01	3577.18
After 8 years			21.48	3491.18	22.34	3630.83
After 9 years					22.68	3685.29

O. R. CO-ORDINATOR

	<u>April 1/89</u>		<u>April 1/90</u>	
	Hourly	Monthly	Hourly	Monthly
Start	17.55	2852.39	18.26	2966.48
After 1 year	18.49	3004.27	19.23	3124.45
After 2 years	18.78	3051.11	19.53	3173.16
After 3 years	19.12	3106.82	19.88	3229.97
After 4 years	19.59	3183.40	20.37	3310.74
After 5 years	19.98	3246.13	20.78	3375.98
After 6 years	20.41	3316.69	21.23	3449.36
After 7 years	20.89	3395.10	21.73	3530.91
After 8 years	21.21	3446.02	22.05	3583.86
After 9 years			22.39	3637.62

FULL-TIME

APPENDIX 4

SUPERIOR CONDITIONS

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

(Previous) ARTICLE 18 - SICK LEAVE

Clause **18.03** and **18.09** as they apply to -

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

12.03 1. Maximum accumulation **130** days at date of transfer to **HOODIP.**

2. The Employer will pay to the nurse or her personal representatives fifty percent (**50%**) of her accumulated sick leave, which fifty percent (**50%**) shall not exceed sixty-five (**65**) days on normal retirement or death, or after five (**5**) years' consecutive service if her employment is terminated for any other reason.

19.09

9.07

Educational Allowance

In addition to the salaries indicated in this Agreement, the Employer will pay the monthly Educational **Allowances** as set forth hereunder to all nurses who are covered by this Agreement, subject to the following conditions:

- (a) The degree or certificate held must be a requirement of the job currently being performed.
- (b) Proof of the degree or certificate from a School of **recognized** standing must be submitted by the nurse to the Employer.
- (c) Payment of the allowance shall commence at the start of the **first** full pay period following proof of the standing.

Monthly Educational Allowance:

C.H.A. Nursing Unit Administration Course or **recognized** post graduate course in nursing specialties **\$15.00** per month

One year University diploma in nursing specialties **\$40.00** per month

Bachelor's Degree in Nursing **\$80.00** per month

Master's Degree in Nursing **\$120.00** per month

FULL-TIME

APPENDIX 5

APPENDIX ON LOCAL ISSUES

ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Employer **recognizes** the Association as the sole and exclusive bargaining agent for all full-time Registered and Graduate Nurses engaged in nursing care in the Hospital, save and except Head Nurses, persons above the rank of Head Nurse, and other persons excluded by Certificate of the Ontario Labour Relations Board dated February **25, 1975**.
- A-2 The word "nurses", when used throughout this Agreement, shall mean persons included in the above-described bargaining unit.
- A-3 "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The Association recognises that the management of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer, 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 Employer 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 just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and highest standard of service, job rating or 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 Employer 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 and enforce **and** alter from time to time reasonable rules and regulations to be observed by the nurses. **The** Employer will advise the Association of any change of rules and regulations.

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

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 Nurse Representatives

There shall be eighteen **(18)** nurse representatives in the Hospital. There shall be no more than one **(1)** representative from any unit. The Association will provide the Hospital **with** a current list of names of representatives and the area that they represent.

C-2 Negotiating Committee

There shall be a Negotiating Committee composed of four **(4)** representatives: one **(1)** of whom may be a part-time nurse.

C-3 Grievance Committee

There shall **be** a Grievance Committee composed of three **(3)** representatives; one **(1)** of whom may be a part-time nurse.

C-4 Hospital-Association Committee

This Committee shall be composed of four **(4)** representatives of **the** Association, and four **(4)** representatives of the Hospital. The membership of the Committee may be extended by mutual consent.

ARTICLE D - ASSOCIATION INTERVIEW

D-1 The Association interview as provided for in Article **5.06** will be scheduled by the Hospital during a nurse's probationary period.

ARTICLE E - SENIORITY

E-1 The seniority list as provided for in Article **10.02** will be filed with the Association in February and August of each year.

ARTICLE F - ASSOCIATION LEAVE FOR **ASSOCIATION** BUSINESS

F-1 Leave of absence for Association business shall be given up to an aggregate total of **450** hours provided a minimum of two **(2) weeks'** notice is given to the Hospital where possible. It is agreed that not more than four **(4)** nurses shall be absent on such leave at the same time and no more than two **(2)** of these four **(4)** nurses shall be from the **work area, subject** to the right of the employer to operate the Hospital in an efficient manner.

ARTICLE G - SCHEDULING - HOURS OF **WORK**

G-1 The rest periods as provided for in Article **13.01 (b)** shall be scheduled by the Hospital in each half of their scheduled tour. The Hospital shall ensure that designated locations **away** from the ward will be provided for employees on all **shifts** for use during relief periods and meal periods.

G-2 A nurse will receive premium pay as provided for in Article **14.03** 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 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.

G-3 A nurse who elects to take time off in lieu of payment for overtime as **provided for** in Article **14.09** must do so within a period of thirty-five **(35)** consecutive days of the date on which she worked overtime. The scheduling of the time off will be by mutual agreement between the nurse and her immediate supervisor. The employee may request that lieu time be used instead of scheduled vacation within the time period. Such request shall not unreasonably denied. If the time off cannot be scheduled within the said time period, the nurse will be paid for the time.

Scheduling

- (a) The Employer shall ensure each employee every third weekend off.
- (b) Employees will not be required to work more than seven **(7)** consecutive days.
- (c) The regular schedule shall provide for a minimum of twenty-four **(24)** hours between the starting time of one **(1)** scheduled **s** **h** **i** **f** **t** and the starting time of the next scheduled **shift** when changing shifts, except in situations **beyond** the control of the Employer.
- (d) The regular schedule shall provide for a minimum of forty-seven **(47)** hours time off when the tour of duty is changed following night duty.
- (e) A nurse will be scheduled off work for not less than five **(5)** consecutive days at either Christmas or New Year's season on an alternating basis. The Christmas holiday will include Christmas Eve, Christmas Day and Boxing Day. The New Year's holiday will include New Year's Eve and New Year's Day. The normal scheduling conditions shall be waived to accommodate this special arrangement between December **15th** and January **8th**.
- (f) Requests for exchanges in posted time schedules must be submitted in writing and co-signed by the nurses willing to exchange days or tour of duty and must be approved by the Patient Care Manager or her designate.
- (g) Scheduling arrangements in lieu of the above may be made upon agreement of an employee or group of employees and the Employer.
- (h) There shall be no split shifts.
- (i) Master schedules **will** be maintained subject to the provisions of **G-4(k)** and **G-4(e)**. Schedules shall be posted two **(2) weeks** in advance and shall cover the period of the master schedule. Advance requests for specific days off shall be submitted to the Patient Care **Manager** at least two **(2) weeks** in advance of the day requested.
- (j) It is understood that a weekend consists of **fifty-six (56)** consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day **shift**.

(k) When the Hospital plans major alterations to existing master schedules or develops new ones, then such alterations or new rotations shall be brought to the attention of the staff on the unit involved before **implementation** so that they can review, discuss and **where** mutually agreed make modifications. Where there is no mutual agreement, the Hospital reserves the right to **make** a final decision.

G-5

(a) Extended tours **shall** be introduced into any unit when:

(i) eighty percent (**80%**) of the nurses in the unit so indicate by secret ballot, and

(ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.

(b) A compressed work week **may** be discontinued in any unit when:

(i) fifty percent (**50%**) of the nurses in the unit so indicate by secret ballot; or

(ii) the Hospital, **because** of

(1) adverse effects on patient care:

(2) inability to provide a workable staffing schedule: or

(3) the **Hospital** wishes to do so for other reasons **which are** neither unreasonable nor arbitrary,

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

(c) When notice of discontinuation is given by either party in **accordance with** paragraph (b) above, then:

(i) the parties shall meet within two (**2**) weeks of the giving of notice to review the request for discontinuation; and

(ii) 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.

- (d) The following regulations shall govern the scheduling of **work for** nurses working a compressed work week:
 - (i) The Employer shall ensure each employee every second **(2nd) weekend** off.
 - (ii) Employees shall not be required to work more than four **(4)** consecutive days.
 - iii) All other scheduling regulations which apply to nurses working the regular daily tour as provided in **Article G-4(c) to (k)** inclusive.

ARTICLE H - VACATIONS

H-1 For vacation purposes, the twelve **(12)** month period of January **1st** to December **31st** following shall be the period used each year for establishing vacation entitlement and **computing** vacation pay.

H-2 The following scheduling regulations shall apply:

- (a) It is understood and agreed that vacation weeks are not necessarily continuous, however, the Employer will accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the right of the Employer to operate the Hospital in an efficient manner, which **may** require restrictive vacation scheduling during the summer months of July and August.
- (b) Vacation preferences will be submitted by the nurse to the Patient Care Manager in writing and approved vacations posted as follows:
 1. For the months of January, February and March preferences submitted by October **1st** and posted by November **1st**;
 2. For the **months** of April up to and including September, preferences submitted by February **1st** and posted by March **1st**;
 3. For the months of October, November and December, preferences submitted by August **1st** and posted by September **1st**.

If no preference is submitted by a nurse, her vacation period will be allotted by the Director of Nursing, in consultation with the Patient Care Manager, on the basis of departmental convenience only.

(c) Nurses shall be given preference with respect to their vacation periods in accordance with seniority, subject to (b) above.

(d) Vacations will be granted in the year following the year they are earned. However, in consideration of newly employed nurses, and subject to the provisions of Article 16.01, a nurse may be granted earned vacation in her initial year of employment plus first full year of employment in advance of this condition. It is further understood that if the vacation is taken in advance in this situation, it will reduce the amount of vacation time available in the following year.

ARTICLE I - PAID HOLIDAYS

I-1 For purposes of Article 15.01 the following shall be the designated days:

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

Note: The Employer agrees that, for the year 1989 only, April 3rd (the first Monday in April) be designated as the twelfth paid holiday.

I-2 A nurse who is entitled to a lieu day as provided for in Article 15.05, the lieu day will be taken on a day to be arranged between the nurse and the Employer. A nurse may accumulate to a maximum of three (3) lieu days.

I-3 A nurse who is entitled to a day as provided for in Articles 15.04 (a) and (b), the day will be taken on a day to be arranged between the nurse and the Employer.

I-4 Where a regular shift commences the night prior to a designated holiday and continues into the holiday or where a regular shift commences on a designated holiday and continues into the next day, the employee shall be paid for work performed as follows:

(i) Where the majority of hours worked falls within the holiday, all hours worked in the shift shall be, for payment purposes, considered to be the holiday;

(ii) where the majority of hours worked falls outside the holiday, all hours worked in the shift shall be paid for at straight time rates.

ARTICLE J - BULLETIN BOARDS

J-1 The Hospital will provide bulletin board space for the use of the Association. All notices that the Association wishes to post on the **said** bulletin boards must be submitted to the Director of Personnel or her appointee for approval prior to posting. Approval will not be unreasonably withheld.

ARTICLE K - SICK LEAVE

K-1 Any employee who, because of injury or sickness, is unable to report for work must notify the Department Supervisor well in advance of or at least one **(1)** hour prior to the start of the shift, if possible.

ARTICLE L - PRE-PAID LEAVE

L-1 The number of nurses eligible to participate in the pre-paid leave plan in any given year will be no more than a total of twenty-two nurses from the full-time and **part-time** bargaining units combined. Not more than one nurse per unit shall be permitted to go on **pre-paid** leave except on units where there are more than thirty **full-time** and part-time nurses combined, in which case there shall be no more than two.

ARTICLE M

M-1 The Hospital will provide the Association's Local President with a **computerized** print-out of all members of the Bargaining Unit. The Association agrees to pay the full cost of the print-out on a quarterly basis. The following information will be provided quarterly:

1. Employee's name
2. Date of hire
3. Job Classification
4. Full-time or Part-time status
5. Area of Work
6. Date of Retirement or Termination.

ARTICLE N - JOB SHARING

N-1 If the Hospital agrees to a job-sharing arrangement pursuant to Article **20.01** of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing **requests** with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharer shall equal one **(1)** full-time position. The division of these hours on the schedule **shall** be determined by mutual agreement between **the** two **(2)** nurses and the Head Nurse of the Unit.
3. The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
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. Coverage
 - (a) It is **expected that** both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - (b) Vacation, Maternity Leave, and other leaves pursuant to Article **11** of the Central **Full-time and Part-time Agreements:**

In the event that one member of the **job-sharing** arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

7. 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 Agreements.

- a. Any 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.
9. 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 a part-time position for which **she** is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety **(90)** days' **notice**. Upon receipt of such notice a meeting shall **be held** between the parties within fifteen **(15)** days to **discuss** the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or **arbitrary**.

MEMORANDUM OF SETTLEMENT

Between

GREY BRUCE REGIONAL HEALTH CENTRE

- and -

ONTARIO NURSES' ASSOCIATION

Re: Nurse Clinicians

1. Nurse Clinicians will be paid ten percent (**10%**) above rates set out for Registered Nurses, as made effective in the Collective Agreement.
2. This rate is retroactive to July **6, 1987**. The difference between this rate and salary actually paid to Nurse Clinicians will be paid.
3. Increases to the Nurse Clinician salary schedule shall be retroactive and apply to all Nurse Clinicians in the bargaining unit as of **July 6, 1987** on the basis of each hour paid to them from July **6, 1987** to the date the salary rates are increased. Such retroactive pay shall be paid out within three (**3**) pay periods (approximately six (**6**) weeks) of the date on which the salary rates are increased. Any new Nurse Clinicians hired since July **6, 1987** shall be entitled to a pro rata adjustment to their remuneration from the **date** of their employment. The Hospital shall be responsible to contact in writing at their last known addresses, any employees who have left the employment of the **Hospital** and/or the Nurse Clinician unit since July **6, 1987** to advise them of their entitlement to any retroactive adjustment within fifteen (**15**) days following the signing of the Letter of Understanding. Such Nurse Clinicians will have a period of thirty (**30**) days after the mailing of the notice in which to claim such **adjustments**, and not thereafter.
3. Individuals will be paid at the level on the new Nurse Clinician salary grid which is closest to but not less than their current salary.
4. All issues agreed to during the course of local negotiations are in **effect**. These issues are as follows:
 - (a) The Hospital will commence dues deduction on the first regular dues **deduction** pay period following the signing of the Letter of Understanding. Failing the signing of the Letter of Understanding dues deduction will commence January **1, 1988**.

- (b) Nurse Clinicians, **who** on November **12, 1987**, have completed one **(1)** 'year of full-time continuous service shall continue to receive four **(4)** weeks of vacation with four **(4)** weeks' of pay while employed as Nurse Clinicians.
- (c) The Hospital will continue to pay one hundred percent **(100%)** of the billed premium towards coverage under the long-term disability portion of the Plan (**HOODIP** or an equivalent plan) for eligible employees who were **Nurse** Clinicians on November **12, 1987**. Such payment will commence on the first day of the first month following the signing of this Letter of Understanding and will continue while the nurse is employed as a Nurse Clinician.
- (d) Hours of work will be scheduled by the Director of Nursing. Requests for changes in scheduled hours of work, vacations, **leaves** of absence and lieu time will be submitted **in** advance for approval by the Director of Nursing,
- (e) For purposes of **seniority**, nurse clinicians shall be credited with seniority from date of last hire.

LETTER OF AGREEMENT

BETWEEN

THE GREY BRUCE REGIONAL HEALTH CENTRE

AND

ONTARIO NURSES' ASSOCIATION

The parties agree to implement a five (5) week master rotation for the Crisis Team as follows:

1. The employee will be scheduled to work **180** hours in the five (5) week rotation.
2. The employee will schedule **7.5** hours of flex-time in the five (5) week rotation to accommodate outpatient appointments.
3. All of the above hours (**187.5**) will be paid at the regular straight time rate of pay.
4. All other overtime provision in the Collective Agreement will apply.
5. During the five (5) week period of the master rotation, if the total **7.5** hours of flex-time is not required for outpatient appointments, the employee will have the choice of working the additional hours on the Saturday and Sunday evening shifts of weeks **4/5**, or, using accumulated vacation time or lieu time for worked paid holidays or overtime to **supplement** paid hours to **187.5**.
6. In the event that the flex-time cannot be worked due to illness, the time will be paid as sick time.
7. The Health Centre may discontinue the schedule at its discretion.

FOR THE UNION

Esther Luedtke

FOR THE HEALTH CENTRE

G. P. [Signature]

B. [Signature]

N. [Signature]