

SOURCE	Hanson		
EFF.	38	04	01
TERM.	91	03	31
No. OF EMPLOYEES	221		
Full NOMBRE D'EMPLOYÉS	L.W.		

FULL-TIME

COLLECTIVE AGREEMENT

ORIGINAL SIGNED DOCUMENT

BETWEEN :

THE SALVATION ARMY GRACE HOSPITAL (Windsor)
 (hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: 31 March, 1991

GRACE02.C-S

SEP 20 1990

ARTICLE 22 - DURATION

22.01

This Agreement shall continue in effect until 1991 and shall remain in effect from year to year thereafter unless either party give the other party written notice of termination or desire to amend the Agreement.

22.02

Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

22.03

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to so.

22.04

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 23

23.01

Attached hereto and forming part of this Agreement are the following appendices:

Appendix 1 - ONA Grievance Form

Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons

Appendix 3 - Salary Schedule

Appendix 4 - Superior Conditions - If Any

Appendix 5 - Appendix of Local Provisions

Signed at Windsor, Ontario this 10th day of July, 1990

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]

ONTARIO NURSES' ASSOCIATION

[Signature]
Employment Relations Officer
[Signature]
[Signature]

COLLECTIVE AGREEMENT

BETWEEN

THE SALVATION ARMY GRACE HOSPITAL (WINDSOR)
(hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: 31 March, 1991

*
ARTICLE 21 - DURATION

- 21.01 This Agreement shall continue in effect until 1991 and shall remain in effect from year to year thereafter unless either party give the other party written notice of termination or desire to amend the Agreement.
- 21.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 21.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to so.
- 21.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 22

- 22.01 Attached hereto and forming part of this Agreement are the following appendices:

Appendix 1 - ONA Grievance Form

Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons

Appendix 3 - Salary Schedule

Appendix 4 - Superior Conditions - If Any

Appendix 5 - Appendix of Local Provisions

Signed at Windsor, Ontario this 10th day of July, 1990

FOR THE HOSPITAL

[Signature]
Jan Bull
Pat Robertson

ONTARIO NURSES' ASSOCIATION

[Signature]
Employment Relations Officer
Jane Addison
Bwalchuk

APPENDIX 1
O.N.A. GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION

GRIEVANCE REPORT



ONA LOCAL EMPLOYER
 GRIEVOR
 DEPARTMENT GRIEVANCE NUMBER

STEP	DATE SUBMITTED TO EMPLOYER
1.
2.
3.

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE

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SETTLEMENT REQUESTED

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SIGNATURE OF GRIEVOR

SIGNATURE OF ASSOCIATION REPRESENTATIVE

STEP ONE

EMPLOYER'S ANSWER

.....

.....

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

.....

STEP TWO

EMPLOYER'S ANSWER

.....

.....

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

.....

STEP THREE

EMPLOYER'S ANSWER

.....

.....

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

.....

DATE RECEIVED BY LOCAL

DATE RECEIVED BY LOCAL

DATE RECEIVED BY LOCAL

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE - CHAIRPERSONS

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE - CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons - Nursing Assessment Committees - in the above named sector.

1. Dr. Alice Baumgart
School of Nursing
Queen's University
Kingston, Ontario
2. Ms. Margaret Charters
Assistant Administrator
Nursing and Patient Care
Hamilton General Hospital
Hamilton, Ontario
3. Mrs. Roxy Edwards
Executive Director
Bruce Peninsula Health Serv.
Wiarton, Ontario
4. Dr. Josephine Flaherty
Principal Nursing Officer
Health and Welfare Canada
Ottawa, Ontario
5. Mrs. Gwen Hefferman
Director of Nursing
Ottawa Civic Hospital
Ottawa, Ontario
6. Ms. Pat Kirkby
Dean, School of Health
Sciences and Human Serv.
Fanshawe College
7. Ms. Louise Lemieux-Charles
Doctoral Candidate
Health Administration
London, Ontario
8. Mrs. Maxine Pastirik
Program Developer
Niagara College of Applied
Arts & Technology
Welland, Ontario
9. Dr. Lucille Peszat
Canadian Centre for Stress
and Well Being
Toronto, Ontario
10. Mrs. Helen Taylor
Health Care Consultant
M.I. Administrative
Services Ltd.
11. Ms. Judy Tiivel
Co-ordinator
Nursing Computer Project
Toronto Western Hospital
Toronto, Ontario
12. Ms. Kathleen Webb
Director of Nursing
Humber Memorial Hospital
Weston, Ontario

APPENDIX 3

SALARY SCHEDULE

SALARY SCHEDULE

FULL-TIME SALARIES

<u>EFFECTIVE</u>	<u>APRIL 1/88</u>	<u>APRIL 1/89</u>	<u>APRIL 1/90</u>
<u>Non-Registered Nurse</u>			
Start	2502.35	2552.40	2654.50
1 Year	2599.78	2690.77	2798.40
2 years	2641.45	2733.90	2843.26
3 years	2690.06	2784.21	2895.58
4 years	2753.56	2856.82	2971.10
5 years	2814.82	2920.38	3037.20
6 years	2870.51	2978.15	3097.28
7 years	2940.10	3050.35	3172.36
8 years		3096.11	3219.95
9 years			3268.25
<u>Registered Nurse</u>			
Start	2575.55	2627.06	2732.14
1 Year	2673.38	2766.95	2877.63
2 years	2715.06	2810.09	2922.49
3 years	2763.67	2860.40	2974.82
4 years	2825.96	2931.93	3049.21
5 years	2881.64	2989.70	3109.29
6 years	2944.28	3054.69	3176.88
7 years	3013.88	3126.90	3251.98
8 years		3173.80	3300.75
9 years			3350.26
<u>Assistant Head Nurse</u>			
Start	2655.52	2708.63	2816.98
1 Year	2759.49	2856.07	2970.31
2 years	2802.54	2900.63	3016.66
3 years	2852.54	2952.38	3070.48
4 years	2920.62	3030.14	3151.35
5 years	2976.27	3087.88	3211.40
6 years	3041.73	3155.79	3282.02
7 years	3112.73	3229.46	3358.64
8 years		3277.90	3409.02
9 years			3460.16

SALARY SCHEDULE

FULL-TIME SALARIES

<u>EFFECTIVE</u>	<u>APRIL 1/88</u>	<u>APRIL 1/89</u>	<u>APRIL 1/90</u>
<u>Head Nurse</u>			
Start	2785.66	2841.37	2955.02
1 Year	2895.58	2996.93	3116.81
2 years	2945.57	3048.66	3170.61
3 years	2999.76	3104.75	3228.94
4 years	3069.56	3184.67	3312.06
5 years	3130.82	3248.23	3378.16
6 years	3201.82	3321.89	3454.77
7 years	3279.77	3402.76	3538.87
8 year		3453.80	3591.95
9 years			3645.83

SALARY SCHEDULE

PART-TIME SALARIES

<u>EFFECTIVE</u>	<u>APRIL 1/88</u>	<u>APRIL 1/89</u>	<u>APRIL 1/90</u>
<u>Non-Registered Nurse</u>			
Start	15.40	15.71	16.34
1 ye:	16.00	16.56	17.22
2 year	16.26	16.82	17.50
3 ye:	16.55	17.13	17.82
4 years	16.95	17.58	18.28
5 years	17.32	17.97	18.69
6 years	17.66	18.33	19.06
7 years	18.09	18.77	19.52
8 years		19.05	19.82
9 years			20.11

Registered Nurse

Start	15.85	16.17	16.81
1 year	16.45	17.03	17.71
2 years	16.71	17.29	17.98
3 years	17.01	17.60	18.31
4 years	17.39	18.04	18.76
5 years	17.73	18.40	19.13
6 years	18.12	18.80	19.55
7 years	18.55	19.24	20.01
8 years		19.53	20.31
9 years			20.62

Assistant Head Nurse

Start	16.34	16.67	18.34
1 year	16.98	17.58	18.28
2 years	17.25	17.85	18.56
3 years	17.55	18.17	18.90
4 years	17.97	18.65	19.39
5 years	18.32	19.00	19.76
6 years	18.72	19.42	20.20
7 years	19.16	19.a7	20.67
8 years		20.17	20.98
9 years			21.29

Head Nurse

Start	17.14	17.49	18.18
1 year	17.82	18.44	19.18
2 years	18.13	18.76	19.51
3 years	18.46	19.11	19.87
4 years	18.89	19.60	20.38
5 years	19.27	19.99	20.79
6 years	19.70	20.44	21.26
7 years	20.18	20.94	21.78
8 years		21.25	22.10
9 years			22.44

APPENDIX 4

SUPERIOR CONDITIONS

SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause #

Central Award Applicable Clause from existing Collective
(Full-time) Agreement 1978 - 1980

5.05 NOTE 8.04 The Hospital will also include reference to any change in a nurse's category and/or classification.

10.04 NOTE 11.07 Accumulation of Seniority

Seniority shall be retained and shall continue to accumulate when a nurse is absent from work under the following circumstances:

(a) Absence due to illness or injury compensable under the provisions of The Workers' Compensation Act;

(b) When on leave of absence with pay.

This benefits applies to those employed on or before October 23, 1981.

12.02

16.01
5.

Upon termination of employment, a nurse with the following years of continuous service with the Hospital shall be paid her unused amount of sick leave accumulation at the following rates:

Two years	- 25%
Three years	- 33%
Four years	- 40%
Five years	- 50%

except in the following cases:

(a) If the nurse is discharged by the Hospital for just cause and such nurse is not reinstated through the grievance procedure;

(b) If the nurse leaves the employ of the Hospital without giving two (2) weeks notice in writing.

* maximum accumulation 130 days

*7 The estate of a nurse who dies while in the employ of the Hospital and who has at least two (2) continuous years of seniority shall

be entitled to receive the balance of his or her unused sick leave credits which have accrued as provided in paragraph 5 above to the maximum accumulation of 130 days.

18.05

17.02

A nurse shall have the privilege of having any examination performed by her family physician rather than by the physician designated by the Hospital, provided such examination is performed at no expense to the Hospital and provided the Hospital receives a written report of the result of such examination on the prescribed Hospital form within fourteen (14) days of a nurse's employment in the case of a new employee and in other cases, within thirty (30) days of the Hospital giving to the nurse notice that an examination is required.

19.09

SCHEDULE "A"

9.

Educational Increments

With effect from the 13th day of July, 1972, the following educational increments shall be applicable to all Registered Nurses and shall be in addition to the above schedules:

1. For Special Course of 3 months or more approved by Director of Nursing Service
• \$15 per month
2. For successful completion of Course in Nursing Unit administration (CHA/CNA) (Head Nurse and Assistant Head Nurse only) • \$15 per month
3. For a one year University Diploma or Certificate in Nursing - \$40 per month
4. For a Bachelor of Science Degree in Nursing - \$80 per month
5. **The** above increments will only be paid when a nurse is employed in a capacity which required the degree, diploma, certificate or special training referred to above.
6. Proof of the Degree or Certificate from a School of recognized standing must be submitted by the nurse to the **Hospital**.
7. A nurse possessing more than one degree, diploma or certificate shall be entitled only to the highest bonus provided in the schedule.

SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause # Central Award (Part-time)	Applicable Clause from existing Collective Agreement	

5.05 NOTE	8.04	The Hospital will also include reference to any change in a nurse's category and/or classification.
10.04 NOTE	11.07	<u>Accumulation of Seniority</u> Seniority shall be retained and shall continue to accumulate when a nurse is absent from work under the following circumstances: (a) Absence due to illness or injury compensable under the provisions of The Workers' Compensation Act; (b) When on leave of absence with pay. This benefit applies to those employed on or before October 23, 1981.
12.02	16.02	Any sick leave benefits accumulated by regular part-time nurses, and not utilized by November 30th, 1975, shall be frozen and not supplemented thereafter. Such sick leave benefits, if any, for each nurse now in the bargaining unit so affected may be utilized thereafter by her in accordance with the sick leave plan including any payout provisions, in effect from time to time at the Hospital covering full time nurses. All sick leave credits accumulated by a nurse while employed as a full time nurse under this and prior agreements, shall be retained and transferred with the nurse and may be utilized by her if she is reclassified from full time employment to part-time employment.
16.04 NOTE		It is understood that as of October 23, 1981 there were no casual part-time nurses employed.
17.05	17.02	A nurse shall have the privilege of having any examination performed by her family physician rather than by the physician designated by the Hospital, provided such examination is performed at no expense to the Hospital and provided the Hospital receives a written report of the result of such examination on the prescribed Hospital

form within fourteen (14) days of a nurse's employment in the case of a new employee and in other cases, within thirty (30) days of the Hospital giving to the nurse notice that an examination is required.

19.09

SCHEDULE "A"

9. Educational Increments

With effect from the 13th day of July, 1972, the following educational increments shall be applicable to all Registered Nurses and shall be in addition to the above schedules:

1. For Special Course of 3 months or more approved by Director of Nursing Service - \$15 per month
2. For successful completion of **Course** in Nursing Unit administration (CHA/CNA) (Head Nurse and Assistant Head Nurse only) - \$15 per month
3. For a one year University Diploma or Certificate in Nursing - \$40 per month
4. For a Bachelor of Science Degree in Nursing - \$80 per month
5. The above increments will only be paid when a nurse is employed in a capacity which requires the degree, diploma, certificate or special training referred to above.
6. Proof of the Degree or Certificate from a School of recognized standing must be submitted by the nurse to the Hospital.
7. A nurse possessing more than one degree, diploma or certificate shall be entitled only to the highest bonus provided in the schedule.

APPENDIX 5
APPENDIX OF LOCAL PROVISIONS

A P P E N D I X 5

TO THE
COLLECTIVE AGREEMENT

BETWEEN :

THE SALVATION ARMY GRACE HOSPITAL (Windsor)

- and -

ONTARIO NURSES' ASSOCIATION

Whereas the Hospital has recognized and **does** hereby recognize the Association as the lawful successor to Nurses' Association Grace Hospital, Windsor, **with** the same authority, rights and privileges as were granted to the latter by Certificate of the Ontario Labour Relations Board dated **the** 13th day of July, 1972.

THE PARTIES HERETO AGREE AS FOLLOWS:

- | | | |
|---------|---|--|
| ARTICLE | A | RECOGNITION |
| | B | DEFINITIONS |
| | C | MANAGEMENT RIGHTS |
| | D | ASSOCIATION COMMITTEES AND REPRESENTATIVES |
| | E | SENIORITY LIST |
| | F | VACATION |
| | G | LEAVE OF ABSENCE |
| | H | ASSOCIATION NOTICES |
| | I | SICK LEAVE |
| | J | TERMINATION OF EMPLOYMENT |
| | K | SCRUB GOWNS |
| | L | PAYROLL POLICIES |
| | M | STANDBY |
| | N | HOURS OF WORK |
| | O | MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE |
| | P | DESIGNATED HOLIDAYS |
| | Q | GENERAL |

ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses employed by The Salvation Army Grace Hospital (Windsor) at Windsor, engaged in nursing care, save and except Supervisors, and persons above the rank of Supervisor, Teachers, Health Nurse, Infection Control Officer, Nuclear Medicine Nurse, Social Worker and Librarian.
- A-2 The Hospital and the Association further acknowledges and agree that any registered or graduate nurse who is an officer of The Salvation Army shall not be included in the bargaining unit.

ARTICLE B - DEFINITIONS

- B-1 The term "nurse" is used to describe a registered or non-registered nurse, male or female in the employment of the Hospital in any classification in the bargaining unit.

ARTICLE C - MANAGEMENT RIGHTS

- C-1 The Association acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency and to make, alter and enforce **rules** and regulations to be observed by employees:
 - (b) Hire, retire, direct, classify, transfer, promote, demote: discipline, suspend and discipline for just cause: assign employees to shifts: increase and decrease the working forces: provided that a claim that an employee has been unjustly discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance and arbitration procedure: subject to Article 7.06,
 - (c) generally manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing to determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work procedures, the kinds and location of hospital equipment to be used: to **select control and direct** the use of all materials required in the operation of the Hospital: to determine the work and services

to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment services and facilities **as** may be deemed necessary in the interest of the safety and well-being of the Hospital patients and the public.

- C-2 Management will not exercise its rights or make or enforce regulations in a manner inconsistent with the provisions of this Agreement.

ARTICLE D - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- D-1 There shall be a Negotiating Committee of four (4) Association members.

- D-2 There shall be a Hospital Association Committee composed of 3 nurses. The number of Hospital representatives on the Committee shall not exceed the number of Association representatives.

- D-3 There shall be a Grievance Committee of three (3) Association members and one Nurse Representative from the area of the Hospital in which the grievance arose.

- D-4 There shall be seven (7) nurse representatives elected or appointed by the Association, one (1.) of whom shall represent each of the following hospital areas:

- 1 from O.R., and Recovery Room, Material Management
- 1 from Emergency, Surgical Day Care, and 1 North
- 1 from 5 South and C.C.U.
- 1 from 4th Floor
- 1 from 3A, 3B and Nursery
- 1 from I.C.U., Labour and Delivery and N.I.C.U.
- 1 from 2A, 2B and Renal Dialysis.

Not more than one (1) person will be designated as a representative from any one department.

- D-5 If a Nurse Representative is transferred from one area of the Hospital to another, such nurse shall continue to be recognized by the Hospital as the representative of the area from which **she** is transferred for a period of one (1) month unless she has been transferred to a Managerial position.

- D-6 The Hospital shall arrange with the Association a period of time to interview nurses during the orientation period **as** required in Clause 5.06. It is agreed that this interview will be conducted on a group basis (all new nurses hired being interviewed at one time) at the initial orientation programme, for a reasonable period

of time. The Hospital will furnish the Association with a list of the names and departments of all newly hired nurses. The Hospital reserves the right to have a representative of Hospital Management present during such interview and such right is recognized by the Association.

D-7 The President will be assigned duties on the day shift only.

ARTICLE E - SENIORITY LIST

Seniority lists of nurses covered by this Agreement showing institutional seniority as of December 31st and June 30th shall be posted by the Hospital on February 15th and August the 1st respectively. Separate lists for full time and part time nurses will be posted with 4 copies forwarded to the Association.

ARTICLE F - VACATION

F-1 Vacation Accrual

In determining a nurse's choice of vacation period, Institutional Seniority within the nursing unit shall govern unless otherwise agreed by the nurse concerned. In the event of a conflict in choice of vacation period, institutional seniority within a nursing unit shall prevail with respect only to vacation requests entered by a nurse within the time limit set out on the posted vacation list.

F-2 EARNED LEAVE AND DESIGNATED HOLIDAYS

- (a) For the purpose of calculating vacation entitlement and vacation pay, the vacation year shall be deemed to commence on May 1st of each year and to end on April 30th of the following year. "Vacation entitlement determination date" when used herein, shall mean April 30th of any year during an employee's period of employment.
- (b) Vacation requests will be submitted to the Supervisor by April 15th of each year and vacation time shall be posted by May 15th each year.

Vacation requests for any vacation time during the "March Break" will be submitted to the Supervisor by December 1st each year and vacation time shall be posted by December 15th each year.

F-3

It is understood and agreed that vacation weeks in excess of three (3) 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 based upon seniority subject to the right of the Hospital to operate the Hospital in an efficient manner. A nurse's vacation period can be broken into segments. The Hospital shall grant the utilization of single vacation days up to a maximum of five (5) provided that they are requested in writing, by the nurse, at least four (4) weeks in advance and providing that they are scheduled at a mutually agreeable time.

F-4

Vacation schedules shall be posted by May 15th annually. Prior to leaving on vacation, nurses shall be notified of the date on which to report for work following vacation.

F-5

Provided that the Hospital has not less than two weeks' notice of the date when a nurse's vacation commences, vacation pay shall be computed so that a nurse will receive the amount of vacation pay to which she is entitled pursuant to the terms of this Agreement, in a cheque issued immediately preceding commencement of vacation, if requested,

ARTICLE G - LEAVE OF ABSENCE

G-1

There shall be leaves of absence to an aggregate of sixty (60) days in a calendar year for the entire bargaining unit of which not more than twenty-five (25) days in a calendar year shall be taken by any one (1) member.

G-2

It is agreed that the Association shall not request leaves of absence for more than two (2) nurses at one time, and that the Association shall send a written request two (2) weeks in advance of the commencement of such leave of absence. However, the Hospital in its discretion, may grant a leave of absence for additional nurses, if the need arises.

ARTICLE H - ASSOCIATION NOTICES

H-1

The Hospital agrees to provide a segregated space on two (2) bulletin boards for the sole use by the Association. One of such bulletin boards shall be in the Nursing Office and the other in or near the main public area on the ground floor of the Hospital. Such notice shall be first submitted to the Hospital Administrator (or her designate) for approval.

H-2 There shall be no distribution or posting by nurses of advertising or political matter on the Hospital's property or on the Hospital's time, except as herein provided. It is understood, however, that distribution of the O.N.A. Newsletter will be permitted on the basis that such newsletters will be placed in an area where they will be available to be picked up by members of the Association.

ARTICLE I - SICK LEAVE

I-1 A record of all unused illness allowance will be kept by the Hospital and all nurses will be advised once a year by March 31st of the amount of sick leave to her credit as of the previous year end.

I-2 A nurse who does not report her illness or absence to the Nursing Office at least three (3) hours prior to the commencement of an afternoon or night shift and at least one (1) hour prior to the commencement of the day shift, must provide to the Director of Nursing or designate, a satisfactory explanation as to why such notice could not be given.

ARTICLE J - TERMINATION OF EMPLOYMENT

J-1 Nurses covered by this Agreement shall give to the Hospital not less than two (2) calendar weeks' written notice of intention to resign.

J-2 Except in cases of discharge for just cause, the Hospital shall give a nurse two (2) calendar weeks' notice of termination, and the Hospital shall give Head Nurses four (4) weeks' notice of termination.

ARTICLE K - SCRUB GOWNS

K-1 The Hospital shall supply at its expense for each full time nurse working in the O.R., PAR, Labour and Delivery, N.I.C.U. three (3) scrub gowns in each twelve (12) month period. Part time nurses working in these areas shall be supplied with two (2) scrub gowns in each twelve (12) month period if they are regularly scheduled to work three (3) or four (4) days in a five (5) day work period and one (1) scrub gown if they are regularly scheduled to work one (1) or two (2) days in a five (5) day work period on these areas. Any additional scrub gowns required by a nurse working in these areas shall be supplied by her at her own expense.

ARTICLE L - PAYROLL POLICIES

L-1 Payroll Policies

Pay cheques are to be issued every second Thursday, including written particulars of changes in increments or changes in deductions from a nurse's pay all contained in a sealed envelope. A Head Nurse or her delegate shall pick up pay cheques from the Personnel Office and issue them to nurses working 0700 - 1500 hours or 1500 - 2300 hours shifts. The night supervisor will distribute pay cheques to nurses working 2300 -0700 hours. Nurses on a day off may pick up cheques from Personnel Office after 1300 hours on Thursday.

ARTICLE M - STANDBY

M-1 The Hospital will make every attempt to distribute standby duty equitably among nurses who are prepared to accept standby duty.

ARTICLE N - HOURS OF WORK

N-1 There shall be a rest period during each half of a full shift worked at times designated by the Hospital.

N-2 Scheduling Regulations

- (a) The work week will be scheduled to provide for not more than six (6) consecutive days of work without days off and to provide eight (8) days off in each 28 day period. In any two week period at least two consecutive days off must be scheduled unless otherwise agreed by the nurse or nurses concerned. Overtime will be paid for work on the seventh and subsequent consecutive shift.
- (b) Tours of duty schedules shall be posted two weeks in advance and shall cover not less than a four week period. Requests for specific days off are to be submitted in writing at least two weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty, initiated by the nurse and approved by the Hospital shall not result in overtime compensation or payment.
- (c) There shall be a period of not less than sixteen (16) hours off between a change of shift except

where a nurse agrees to a shorter period of time. Split hours will not be scheduled unless by mutual consent. The Hospital will make every possible effort to schedule forty-eight (48) hours off after a period of regularly scheduled night duty. Overtime will be paid for any shift commencing in the 16 hours and 48 hours stated above.

- (d) The Hospital guarantees that Head Nurses and Assistant Head Nurses will receive at least one week-end off in two and full-time General Duty Nurses at least two week-ends off in four and part-time General Duty Nurses at least one weekend off in three. Should a nurse be required to work on such days off, she will receive premium pay as specified in Article 14.03 of the Central portions of the Collective Agreement for all hours worked on a second consecutive and subsequent consecutive week-end in the case of a Head Nurse or Assistant Head Nurse, and for all hours worked on a third consecutive and subsequent consecutive week-end in the case of a full-time registered nurse save and except where:

- (i) such week-end has been worked by the nurse to satisfy specific days off requested by such nurse: or
- (ii) such nurse has requested week-end work: or
- (iii) such week-end is worked as a result of an exchange of shifts with another nurse.

- (e) It is understood that a weekend consists of at least 56 consecutive hours off between the last shift worked on Friday and the first shift worked on Monday.

If a nurse requests that her weekend be defined as other than the period between the last shift worked on Friday and the first shift worked on Monday, the 56 hour period shall be applicable to the weekend as defined.

- (f) Nurses who work rotating shifts shall be scheduled a minimum of four (4) weeks on the day shift and a maximum of two (2) weeks on either of the other two (2) shifts in any six (6) week period. This clause shall not apply to a nurse who, at her own request and with the consent of the Hospital, works one shift on a permanent basis.

- (g) The above scheduling requirements will be waived during the period between December 20th and January 8th to facilitate the giving of at least five (5) consecutive days off at either Christmas or New Year's.

ARTICLE O - MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE

O-1 Malpractice and Professional Liability Insurance

The Hospital agrees to provide adequate insurance at its expense to cover nurses in the event of a legal action brought against a nurse or nurses for malpractice or negligence in the performance of any duties which are in the course of her employment with the Hospital.

ARTICLE P - DESIGNATED HOLIDAYS

- P-1 The following shall be recognized as designated holidays for full-time nurses:

New Years Day	Labour Day
2nd Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

Effective the 1989 calendar year, Easter Monday will be recognized as an additional designated holiday.

- P-2 If a holiday listed above is proclaimed on a day other than the traditional calendar day, the day proclaimed by the appropriate governmental authority will be recognized as the holiday.

- P-3 Lieu days shall be at a time mutually agreeable to the Hospital and the nurse.

- P-4 Insofar as it is possible to do so and still maintain the efficient operation of the Hospital, the Hospital will do its best to equally distribute paid holidays off among all nursing staff.

- P-5 For the purpose of holiday pay entitlement only and for no other purpose, it is agreed that the tour which begins at 2300 hours on the day preceding a paid holiday and which ends at 0700 hours on the paid holiday shall be deemed to be work performed on a paid holiday for the full period of that tour.

P-6 The Hospital will schedule nurse who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or a Friday).

If a nurse is scheduled off on a paid holiday, (if a Monday or a Friday), then the Hospital will schedule the attached weekend off also.

ARTICLE Q - GENERAL

Q-1 General staff meetings will be scheduled at the request of either party. Notice of such meetings shall be posted one week in advance.

ARTICLE R - EXTENDED TOURS

- R-1 (1) Extended tours 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) fifty percent (**50%**) of the nurses in the unit so indicate by secret ballot, or
 - (b) the Hospital serves notice of its desire to discontinue extended tours because of
 - (i) adverse effects on patient care,
 - (ii) inability to provide a workable staffing schedule, or
 - (iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then
- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance in an attempt to resole identified problems, and

- (b) where it is determined that the extended tours are to be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

- R-2 The relief periods outlined in Article 13.02 of the Central portion of the Collective Agreement may be three (3) short breaks, or one (1) short break with one (1) long break.
- R-3 In order to equate seventy-five (75) hours per pay-period, there will be one (1) day scheduled at seven and one-half (7-1/2) hours exclusive of an unpaid one-half (1/2) hour meal period.
- R-4 Nurses shall not be required to work more than three (3) consecutive extended tours.
- R-5 Nurses working extended tours will be scheduled every second weekend off and will receive premium pay for all hours worked on the second consecutive and subsequent weekend save and except where:
 - (i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse:
 - (ii) Such nurse has requested weekend work; or
 - (iii) Such weekend is worked as a result of an exchange of shifts with another nurse.
- R-6 Part-time nurses working extended tours will not be scheduled to work more than two (2) different shift rotations in any two (2) week period.
- R-7 For the purpose of Article F-3, the utilization of single vacation days will be modified to three (3) extended tours instead of five (5) normal daily tours.
- R-8 For the purpose of holiday pay entitlement only and for no other purpose, it is agreed that the tour which begins at 1900 hours on the day preceding a paid holiday and which ends at 0700 hours on the paid holiday shall be deemed to be work performed on a paid holiday for the full period of that tour.
- R-9 All provisions in this Appendix 5 of Local Issues will apply to nurse working extended tours unless expressly amended above.

ARTICLE S - PREPAID LEAVE PLAN

S-1 There shall not be greater than three (3) employees off at any time, with no more than one' (1) individual off from any one (1) nursing unit.

APPENDIX "A"

Between :

THE SALVATION ARMY GRACE HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

The following is a list of the "Nursing Units" as referred to in the attached Agreement between the parties:

1 North and Chronic Care	3 B
2 North	Intensive Care Unit
2 A	Dialysis Unit
2 B	4 A
Coronary Care Unit	4 B
Operating Room	4 s
Recovery Room	5 s
Case Room	Emergency
Nursery and Neo-natal	out Patient 'Surgery
3 A	C.S.R.