

SOURCE	P.N.A.		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	84		
NOMBRE D'EMPLOYÉS	A.B.		

COLLECTIVE AGREEMENT

BETWEEN

THE WOMEN'S CHRISTIAN ASSOCIATION OF LONDON,
Operator of Parkwood Hospital
(hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: 31 March, 1991

Dated at London Ontario, this 6th day of June, 1988.

FOR THE HOSPITAL

Janet A. Brown
Brod Hollister

FOR THE ASSOCIATION

Marsha Palmer
Employment Relations Officer
Suri Lakato
Julia Haggerty
March Lowry

APPENDIX 3

SALARY SCHEDULE

NURSI EDUCATION INSTRUCTOR

	<u>April 1, 1988</u>	<u>April 1, 1989</u>	<u>April 1, 1990</u>
Start	2814.12	2870.40	2985.22
1	2920.58	3022.80	3143.71
2	2966.41	3070.23	3193.04
3	3019.19	3124.86	3249.85
4	3087.67	3203.46	3331.60
5	3147.53	3265.56	3396.18
6	3217.13	3337.77	3471.28
7	3292.30	3415.76	3552.39
8		3467.00	3605.68
9			3659.77

REGISTERED NURSE

	<u>April 1, 1988</u>	<u>April 1, 1989</u>	<u>April 1, 1990</u>
Start	2575.55	2627.06	2732.14
1	2673.38	2766.95	2877.63
2	2715.06	2810.09	2922.49
3	2763.67	2860.40	2974.82
4	2825.96	2931.93	3049.21
5	2881.64	2989.70	3109.29
6	2944.28	3054.69	3176.88
7	3013.88	3126.90	3251.98
8		3173.80	3300.75
9			3350.26

NON-REGISTERED GRADUATE

	<u>April 1, 1988</u>	<u>April 1, 1989</u>	<u>April 1, 1990</u>
Start	2498.28	2548.25	2650.18
1	2592.83	2683.58	2790.92
2	2633.11	2725.27	2834.28

APPENDIX 4

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

2.02 NOTE 1.01 (b) "Non-Registered Graduate Nurse is defined as a nurse who is a graduate of a program recognized by the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario, or is eligible for registration in the Province of Ontario. A nurse shall be reimbursed as a registered nurse from the date of issue on her certificate of competence, provided this certificate of competence is presented to the Director of Nursing of the Hospital. Certificate must be presented while in the employ of Parkwood Hospital, London.

5 NOTE 4.01 The Employer will deduct, as a condition of employment, from each employee in the Bargaining Unit, an amount equivalent to such monthly dues as are uniformly levied upon all members in accordance with the Constitution and By-Laws of the Association, which deductions will be made from the first regular deduction date following employment. The amount of such dues shall be as certified to the Employer by the Association from time to time. The amounts so deducted shall be remitted by the Employer to the Association before the fifteenth (15) day of the month following the month in which such deductions were made, unless otherwise required pursuant to the governing law.

The Employer shall when remitting such sums provide the Association with the address and Social Insurance Number of new employees on the first deduction along with a list of those employees added to or deleted from the preceding month's list, accompanied by the reason for the change in each case.

The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

19.09 NOTE 19.01

For the classification of Charge Nurse, Assistant Head Nurse and Staff Education Instructor, the following education increments shall be paid in addition to the employee's regular rate of pay:

- (a) Nursing Unit Administration Course (CHA and CNA)
 - \$15.00 per month
- (b) One (1) year University Diploma in Nursing
 - \$40.00 per month
- (c) Bachelor of Nursing Science
 - \$80.00 per month
- (d) Master of Nursing Science
 - \$120.00 per month

APPENDIX 5

A P P E N D I X

TO THE

COLLECTIVE AGREEMENT

BETWEEN:

THE WOMEN'S CHRISTIAN ASSOCIATION OF LONDON,
Operator of Parkwood Hospital

AND:

ONTARIO NURSES' ASSOCIATION

ARTICLE	A	RECOGNITION
	B	MANAGEMENT RIGHTS
	C	ASSOCIATION COMMITTEES AND REPRESENTATIVES
	D	SENIORITY LIST
	E	REST PERIODS
	F	HOURS OF WORK AND OVERTIME
	G	SCHEDULING
	H	ASSOCIATION LEAVE
	I	SICK LEAVE
	J	PAID HOLIDAYS
	K	VACATIONS
	L	BULLETIN BOARDS
	M	PREPAID LEAVE PLAN

FULL-TIME

ARTICLE A - RECOGNITION

A-1 The Employer recognizes the Association as the sole Bargaining Agent for all Registered and Graduate Nurses employed by Parkwood Hospital, London, in a nursing capacity, save and except Head Nurses, persons above the rank of Head Nurse, persons regularly employed for not more than twenty-four (24) hours per week and employees covered by subsisting Collective Agreement.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association acknowledges that it is the exclusive function of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and location of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Employer's Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well-being of the patients, staff and the visiting public;
- (c) To make, alter and enforce reasonable rules and regulations to be observed by the employees;
- (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees and to assign employees to shifts and to increase and decrease working forces provided that a claim of discriminatory promotion, demotion or transfer or claim that an employee who has completed the probationary period within the Bargaining Unit has been discharged without reasonable cause, may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (e) It is understood that these provisions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

ARTICLE C - ASSOCIATION COMMITTEES AND REPRESENTATIVES

NURSE REPRESENTATIVES

C-1 The Employer will recognize seven (7) Nurse Representatives.

NEGOTIATING COMMITTEE

C-2 The Employer will recognize a Negotiating Committee of not more than three (3) nurses who are employed by the Hospital. These nurses will not be expected to report for duty on the day negotiations are held.

GRIEVANCE COMMITTEE

C-3 The Employer will recognize a Grievance Committee of three (3) nurses which will be either full-time or part-time employees of the Hospital. The purpose of the committee is to attend grievance meetings as herein provided for both the full-time and part-time bargaining units.

HOSPITAL - ASSOCIATION COMMITTEE

C-4 There shall be a Hospital - Association Committee comprised of three (3) representatives of the Association and an equal number of representatives from the Hospital. At least one (1) representative of the Association will be a member of the part-time bargaining unit.

ASSOCIATION INTERVIEW

C-5 Opportunity will be provided to a representative of the Association to interview newly employed nurses during their probationary period. The Association interview will be scheduled at a time and place mutually convenient to the Hospital and Nurse Representative.

ARTICLE D - SENIORITY LIST

D-1 The seniority list shall be compiled by March 31 and September 30 of each year.

ARTICLE E - REST PERIODS

E-1 The current practice regarding Meal Breaks and Rest Periods will continue,

ARTICLE F - HOURS OF WORK AND OVERTIME

F-1 A nurse will receive premium payment as determined by the Central Committees for all hours worked on a fourth 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; 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,

ARTICLE G - SCHEDULING

G-1 Work schedules shall take into account the following provisions;

- (a) four **(4)** days off shall be scheduled in a two **(2)** week period,
- (b) two (2) consecutive days off at a time shall be scheduled unless otherwise mutually agreed.
- (c) scheduling shall provide for not more than seven **(7)** days between days off.
- (d) the Employer will provide at least forty-eight **(48)** hours of notice of change of schedule.
- (e) requests by employees for changes in schedules must be submitted in writing and co-signed by an employee willing to exchange and approved by the Director of Nursing, her designee or other Hospital authority. It is understood that such changes shall not result in overtime payment.
- (f) The employer will endeavour to schedule two **(2)** weekends off in four **(4)** and will guarantee one weekend off in four (4).
- (g) a period of no less than two **(2)** consecutive tours off shall be scheduled between a change of tour and at least six **(6)** consecutive tours **(i.e. 2**

days) shall be scheduled following scheduled night tours.

(h) the foregoing provisions (G-1 (a) through (g) inclusive) shall be waived during the period from mid-December to mid-January (two rotations i.e. four weeks) in order to facilitate scheduling of time off for Christmas Day and New Year's Day.

ARTICLE H - ASSOCIATION LEAVE

H-1 Leaves of Absence for Association business will be granted **up** to a total of thirty (30) days each calendar year, provided two weeks' notice is given to the Hospital and provided not more than four (**4**) nurses are absent at one time and no more than one (1) nurse from a unit shall be off at a time. Should additional leave or more than one (1) nurse per unit, be requested by the Association, it shall not be unreasonably denied.

ARTICLE I - SICK LEAVE

I-1 Nurses shall notify the Director of Nursing, or her designee at least one (1) hour prior to the commencement of her shift that she will not be reporting for duty by reason of illness.

The nurse shall notify the Director of Nursing, or her designee of her intention to report for duty following a period of sick leave; such notice to be given as far in advance as possible prior to the commencement of the nurse's shift to the Director of Nursing or her designee.

I-2 The Employer will calculate the amount of unused sick leave credits in each nurse's bank as of March 31st of each year and notify each nurse of these credits by April 30th of the same year.

ARTICLE J - PAID HOLIDAYS

J-1 The Employer will recognize the following paid holidays:

- | | |
|------------------|----------------------------|
| New Year's Day | Third Monday in February |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day |
| Civic Holiday | Labour Day |
| Thanksgiving Day | Remembrance Day, Effective |
| | April 1, 1989 |
| Christmas Day | Boxing Day |

The Third Monday in February shall be replaced by "Heritage Day" when and if proclaimed by Legislation.

- J-2 Where possible, paid holidays will be taken on the days they are observed. Where this is not possible, paid holidays will be scheduled, at a mutually agreeable time, within thirty (30) calendar days before or after the holiday.

ARTICLE K - VACATIONS

- K-1 For the purpose of calculating vacations, the vacation year shall be from April 1, of any given year, to March 31st of the following year. Vacations earned in one (1) year will be taken in the following year.
- K-2 Vacation schedules shall be posted by May 15th annually, provided the requests for vacation are received by the Director of Nursing by March 31st. If the schedule is not posted and a nurse wishes to enquire as to the date and time of her return to work, this information may be obtained through nursing office.
- Nurses requesting vacation in January, February and/or March of any year shall submit their request for vacation to the Director of Nursing no later than October 15th of the preceding year.
- K-3 The Hospital will give every consideration to the nurses' preference as to the timing of their vacation. In the event of a conflict between nurses, seniority will govern provided the nurse has submitted her request for vacation to the appropriate authority prior to the deadline date set out in Article K-2.

ARTICLE L - BULLETIN BOARDS

- L-1 The Employer will provide one (1) Bulletin Board at the Hospital and one (1) Bulletin Board at Western Counties Wing in an area presently established for the purpose. It is understood that such Bulletin Boards are to be used solely for purposes pertaining to the Association and its members. It is further understood that all such notices must be signed by an Officer of the Association and must be submitted to the Director of Employee Relations, or his designee, for approval before posting.

ARTICLE M - PREPAID LEAVE PLAN

- M-1 Pre-Paid Leave Plan - The number of nurses off at any one time shall be either 1 Full-time Nurse or 1 Part-time Nurse in accordance with the Central Memorandum of Agreement.

LETTER OF UNDERSTANDING

Between:

THE WOMEN'S CHRISTIAN ASSOCIATION
Owners and Operators

OF

PARKWOOD HOSPITAL

And :

ONTARIO NURSES' ASSOCIATION

Re: JOB SHARING

The parties agree that Job Sharing is implemented on a trial basis.

The terms and conditions of Job Sharing shall be discussed at Hospital - Association meetings.

Dated at London, Ontario, this 6th day of &- 1988.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Janet E Brown
Frank Hollister

Masha Kelen
Employment Relations Officer
Jeri Labate
Julia Waggert
Sarah Lowery

LETTER OF UNDERSTANDING

Between:

THE WOMEN'S CHRISTIAN ASSOCIATION
Owners and Operators

OF

PARKWOOD HOSPITAL

And :

ONTARIO NURSES' ASSOCIATION

The current practice of the Hospital is to have permanently assigned shifts.

Should the Hospital decide to eliminate the permanent shift practice, it will discuss it with the Association.

It is understood and agreed that the elimination of permanent shifts shall be done in a reasonable manner.

The current practise of the Hospital is that nurses have two (2) weekends in four (4) off. Should the Hospital find it necessary to change this practise, it will discuss this with the Association.

Dated at London, Ontario, this 6th day of June , 1988.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Janel E. Brown

Masha Palmer
Employment Relations Officer

Frank Hallister

Suzi Labate

Julia Haggerty

Dorah Sawney