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TERM.	92	03	31
No. OF EMPLOYEES	106		
NOMBRE D'EMPLOYÉS	106		

PART-TIME

COLLECTIVE AGREEMENT

Between

ST. JOSEPH'S HEALTH CENTRE OF LONDON
(Hereinafter called the "Hospital")

and

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

NOV - 4 1992

EXPIRY: 31 March, 1993

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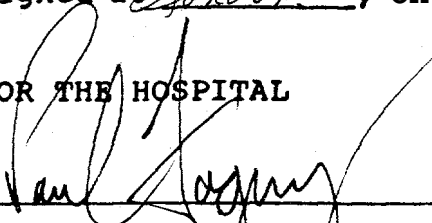
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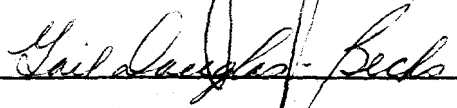
ARTICLE 23 - LAYOFF DISPUTE

23.01 The parties have agreed to submit their dispute concerning Employers' proposal #5 with regards to layoff procedures to binding interest arbitration in accordance with the Hospital Labour Disputes Arbitration Act. It is understood that this Agreement will be amended to incorporate new or amended provisions that may result from the arbitration award.

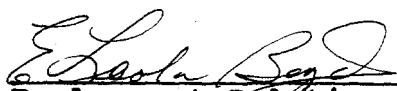
Signed at London, Ontario, this 26 day of August, 1992.


FOR THE HOSPITAL






FOR THE ASSOCIATION



Employment Relations Officer




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APPENDIX 3SALARY SCHEDULE

Regular and Casual Part-Time Nurses shall be compensated for their services in accordance with the following salary grid:

	<u>Charge Nurse</u>	<u>Registered Nurse</u>	<u>Graduate Nurse</u>
<u>Effective April 1, 1991</u>			
Start	17.41	16.81	16.23
1 Year	18.35	17.71	17.06
2 Years	18.75	18.10	17.42
3 Years	19.62	18.97	18.21
4 Years	20.42	19.74	18.89
5 Years	21.19	20.51	19.57
6 Years	21.99	21.28	20.33
7 Years	22.77	22.05	21.07
8 Years	23.56	22.82	21.81
9 Years	24.35	23.59	22.54
<u>Effective October 1, 1991</u>			
Start	17.41	16.81	16.23
1 Year	18.35	17.71	17.06
2 Years	18.75	18.10	17.42
3 Years	19.62	18.97	18.21
4 Years	20.69	20.00	19.13
5 Years	21.45	20.77	19.82
6 Years	22.25	21.54	20.57
7 Years	23.30	22.56	21.56
8 Years	24.35	23.59	22.54
9 Years	25.41	24.62	23.52
<u>Effective April 1, 1992</u>			
Start	17.41	16.81	16.23
1 Year	18.35	17.71	17.06
2 Years	19.12	18.46	17.76
3 Years	20.15	19.49	18.70
4 Years	21.22	20.51	19.62
5 Years	22.24	21.54	20.55
6 Years	23.58	22.82	21.80
7 Years	24.88	24.10	23.03
8 Years	26.21	25.38	24.26
9 Years	27.53	26.67	25.49

APPENDIX 4

SUPERIOR CONDITIONS

(if any)

APPENDIX V
LOCAL PROVISIONSARTICLE 1 - RECOGNITION

- A1.01 The Employer recognizes the Association as the exclusive bargaining agent for all lay registered and graduate Nurses employed by it in a nursing capacity at St. Joseph's Hospital and St. Mary's Hospital at London, Ontario, save and except Nursing Managers, persons above the rank of Nursing Managers, Nurse in Charge Central Supply, Occupational Health Nurse, and Nurses covered by the subsisting Collective Bargaining Agreement made between the Employer and the Association respecting full-time Nurses. This Agreement shall apply to such nurses in respect of whom the Employer recognizes the Association as the exclusive Bargaining Agent as aforesaid. The term Nurse(s) or Employee(s) as hereinafter used shall be deemed to apply to the said Nurses within the Bargaining Unit as aforesaid.
- A1.02 Where the term "Hospital" is used throughout this entire Collective Agreement, it shall mean both St. Joseph's Hospital, St. Mary's Hospital, and all outlying clinical areas where nurses are employed by St. Mary's Hospital or St. Joseph's Hospital in a nursing capacity.

ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS

- A2.01 The Association acknowledges that 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 machines, tools, 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 Employer's patients and the public:

- (c) To make, alter and enforce reasonable rules and regulations to be observed by the Nurses:
- (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to assign nurses to shifts and to increase and decrease working forces.
- (e) It is understood that the Employer will exercise their rights in a fair and consistent manner.

A2.02 The powers and authority given under this Article will not be exercised in violation or breach of this Agreement or any of the provisions thereof.

ARTICLE 3 - DEFINITIONS OF PART-TIME NURSES

A3.01 In accordance with Article 2.04 of the Part-Time Collective Agreement the following:

The Employees covered by this Agreement shall be divided into two classifications designated "Regular Part-Time Nurses" and "Casual Part-Time Nurses"; a Regular Part-Time Nurse is defined as a nurse who signs and files with the Employer through its Patient Service Office a written undertaking and agreement to work the following minimum number of shifts and at the following specified times and who works his or her scheduled shifts, as required and scheduled by the Employer, within the following limitations namely:

- (a) Four (4) weekends, in any twelve (12) week period but in no case shall the nurse be required to work more than two (2) consecutive weekends or parts thereof; and where an employee is scheduled to be on duty for three (3) consecutive weekends, the employee will be paid premium payment in accordance with Article 14.03 of the Central Agreement for the weekend shifts worked on the third (3rd) weekend and each successive weekend until she is scheduled for an off-duty weekend.

- (b) A minimum of two (2) shifts, as required and scheduled by the Employer, in each week. For the purposes of this Article, a week is defined as the period 0700 hours Monday of each week and continuing to the completion of the shift commencing 2300 hours on the following Sunday. Part-time nurses who wish to work in excess of a minimum of two (2) shifts per week shall indicate their desire in writing to their Nursing Manager so that said nurses may be scheduled in excess when there is work available; however, it is understood and agreed that this clause does not require the Hospital to schedule a regular part-time nurse for any excess shifts available and;
- (c) Works a Paid Holiday shift (as hereinbefore defined), as required and scheduled by the Employer, on one (1) of the two following periods of Paid Holidays, either Christmas Day and Boxing Day or New Year's Day, and works a Paid Holiday shift (as hereinbefore defined), as required and scheduled by the Employer, on three (3) of the following Paid Holidays, namely, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day and Remembrance Day. If any of the above mentioned Paid Holidays are proclaimed for a day other than the actual calendar date thereof, only the said day so proclaimed will be recognized as a Paid Holiday in lieu of the said actual calendar date thereof; if any doubt is entertained by the Employer as to whether or not any such Paid Holiday has been proclaimed for a day other than the actual calendar date thereof, the decision of the Employer as to the date to be observed as the Paid Holiday shall be conclusive and binding on the parties hereto.
- (d) Additional shifts shall be offered to the regular part-time nurses assigned to the unit, up to their commitment, before being offered to casual nurses, Regular part-time nurses who wish to be considered for such additional shifts shall so indicate to their Nurse Manager in writing on a periodic basis as stipulated by the Hospital. The Hospital shall endeavour to assign such additional shifts as equitably as possible. It is recognized that the Hospital shall not be required to assign any

hours which may result in overtime premium payment.

- A3.02 A Casual Part-Time Nurse is defined in Article 2.04.
- A3.03 A nurse desiring a change of category will file with the Employer, through its Patient Service Office, a request in writing to be transferred to the other classification and the appropriate written undertaking and agreement and on acceptance of the application by the Employer, the nurse will thereafter be classified accordingly.

RTI 4 - REPRESENTATION

- A4.01 The Association may appoint or elect Representatives from the Full-time and Part-time Bargaining Units to represent nurses in the Bargaining Units.
- A4.02 The Employer shall allow new employees, at the time of their orientation, thirty (30) minutes to meet with an Association Representative at a time and place mutually agreed upon. The Association Representative may collect the initial membership fee from orientees.
- A4.03 Part-time nurses shall be represented by the established Committees as outlined in the Full-time Agreement.
- A4.04 The Health Centre shall provide the Association with copies of all job postings and successful candidates on a monthly basis.
- A4.05 Requests for leave shall be filed in writing signed by the Association Representative two weeks prior to the period of the leave requested. The Employer will consider applications with less notice in emergency cases.

ARTICLE 5 - BULLETIN BOARDS

- A5.01 The Employer will provide bulletin board space for the purpose of posting notices regarding meetings and other matters pertaining to the Association and its members. All such notices must be signed by an Officer of the Association prior to being posted.

I 6 - SENI L STS

- A6.01 The seniority list will be compiled effective February 1st and August 1st and will be posted March 1st and September 1st of each year.
- A6.02 The seniority list will contain the accumulated seniority hours and the last date of hire into the Health Centre.

ARTICLE 7 - PAID HOLIDAYS

- A7.01 The following are the Paid Holidays which will be observed for the purpose of this Agreement, namely:
- New Year's Day - January 1
 3rd Monday in February
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day - July 1
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day - November 11
 Christmas Day - December 25
 Boxing Day - December 26
- A7.02 Nurses shall be paid premium pay in accordance with Articles 14 and 15, as may be appropriate, for all hours worked between 0000 hours and 2400 hours on the days so listed in A7.01.
- A7.03 Where an employee is scheduled to be off duty on a holiday weekend the Employer will normally schedule her off duty on the holiday. e.g. Monday or Friday. Likewise if a nurse is scheduled to work on a holiday weekend she shall normally be scheduled to work on the holiday. This Article shall not apply to Christmas Day, Boxing Day or New Year's Day.
- A7.04 (a) A blank Christmas and new Year's Preference Sheet will be posted in each unit no later than September 8th in each year and each employee in the unit shall indicate whether she wants to be scheduled off over Christmas or over new Year's, by October 8th of each year. The schedule reflecting Christmas and New Year's time will be posted by November 8th of each year.

- (b) The Employer shall schedule each employee off duty for five (5) consecutive days at either Christmas or New Year's. Time off at Christmas shall include December 24th, commencing at 0700 until 0700 December 27. Time off at New Year's shall include December 31 commencing at 0700 until 0700 January 2 of any year.
- (c) In units where extra staff can be scheduled off at Christmas or New Year's allowing some nurses to have both off then the nurses with the most bargaining unit seniority in the Unit will be granted time off, subject to remaining staff having the necessary skill and experience to meet the essential needs of patient care for that Unit. This provision shall not be exercised in an arbitrary manner.
- (d) The terms of this Article A7.04 do not apply to those employees working in units where they are not normally scheduled to work on Saturdays and Sundays or Paid Holidays.
- (e) The terms and provisions of this Article shall not apply to any employee covered by this Agreement who is scheduled to be off duty both Christmas and New Year's Day.

ARTICLE 8 - VACATIONS

A8.01 Leave of absence without pay in lieu of vacation shall be granted to each regular part-time nurse on the same basis as the full-time nurse.

A8.02 The Hospital will post by March 1st a vacation sheet in each unit to cover the period from May 15th to November 15th in each year and each nurse employed in the unit should indicate prior to March 31st her preference for that vacation; in the event of conflict, seniority shall govern. The vacation schedule shall be confirmed by May 1st. Any remaining schedule shall be confirmed by November 1st. Any remaining time for vacation in prime time (May 15 to November 15) shall thereafter be granted on a first come first serve basis.

The Hospital will post by September 1st a vacation sheet in each unit to cover the period from November 15th to May 15th in each year and each nurse employed in the unit should indicate prior to October 1st her preference for that vacation; in the

event of conflict, seniority shall govern. The vacation schedule shall be confirmed by November 1st. Any remaining time for vacation in prime time (November 15 to May 15) shall thereafter be granted on a first come first serve basis. Where more employees have indicated the same period of time than the Hospital can reasonably grant preference for the choice of vacation period shall be given to employees having the most seniority.

A8.03 An employee voluntarily transferring from one unit to another unit shall notify her nursing manager in the new unit of her vacation preference. The Employer shall use its best endeavour to accommodate the employee.

ARTICLE 9 - SCHEDULING

- A9.01 (a) Employees covered by this Agreement will not be scheduled or required to work more than four (4) shifts in any work week except with the consent of the employee.
- (b) Rest periods shall be taken at a time or times as scheduled or specified by the Employer.
- A9.02 (a) Schedules of six (6) weeks will be posted two (2) weeks prior to the commencement of the period covered by the schedule.
- (b) An employee wishing to change her scheduled shift shall submit the request in writing to her Nursing Manager co-signed by the employee who agrees to work the shift at least forty-eight (48) hours prior to the commencement of the shift. Consideration will be given with less on an emergency basis. Such request shall not be unreasonably denied. It is understood that such change in posted time scheduled initiated by the nurse and approved by the Employer shall not result in overtime payment for either of the nurses involved.
- A9.03 A minimum of forty-eight (48) hours off duty shall be scheduled between a change of shifts following night shift.
- A9.04 It is understood that for a nurse working the standard 7.5 hour tour a weekend off consists of fifty-five and three-quarter (55 3/4) consecutive

hours off work during the period 1500 hours Friday until 0700 hours on the following Monday.

For nurses working extended tours a weekend off consists of **seventy-two** (72) consecutive hours off duty between 0700 Friday and 0700 Tuesday following.

A9.05

The Hospital will endeavour to permit part-time nurses presently regularly working the same shift on a permanent basis to continue to do so, conditional upon the same being approved by the Assistant Executive Director-Patient Services; the Hospital reserves the right to require any employee, normally working a permanent shift, to work other shifts for purposes of re-orientation or otherwise; the Hospital will give consideration to all applications from employees requesting that they be assigned on a regular basis to any shift. Such applications shall be in writing and submitted to the Assistant Executive Director-Patient Services. Where the application of an employee has been accepted to work continuously on one shift, the arrangements may be terminated at any time by the Employer and the nurse required to work other shifts for purposes of reorientation or otherwise.

A9.06

In the event of proposal changes to the current master schedule in each unit, the Employer will notify the President of the Local Association in advance and agrees to meet with the Association to discuss the matters if the Association requests.

A9.07

In accordance with Article 14.10 of the Full-time Agreement and Article 14.09 of the Part-time Agreement, the evening shift shall be defined as either 1500 hours to 2300 hours or 1530 hours to 2330 hours and the night shift shall be defined as either 2300 hours to 0700hours or 2300 hours to 0730 hours, or such other hours, depending on the normal starting time of the day shift in the unit.

ARTICLE 10 - TOURS

A10.01 (1) A longer daily tour (extended tour) 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 unreasonably arbitrary manner.
- (2) A longer daily tour (extended tour) 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 because of
 - i) adverse effects on patient care,
 - ii) inability to provide a workable staffing schedule, states its intention to discontinue the longer daily tour (extended tour) in the schedule.
- (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 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 11 - SCHEDULING GENERAL

All.01

Self-Scheduling

- (a) Self-scheduling will occur when schedules are totally created by the staff and subsequently approved by the Employer.
- (b) Self-scheduling, including scheduling regulations, shall comply with all of the provisions of the Full-time and Part-time Collective Agreements in all respects.
- (c) Self-scheduling will be reviewed with the Association prior to implementation in any particular unit.
- (d) Prior to discontinuing self-scheduling on any units, the Hospital will meet with the Association, and give the Association six (6) weeks' notice of discontinuation.

ARTICLE 12 - PRE-PAID LEA

A12.01 The number of nurses eligible to participate in the prepaid leave plan in any given year will be no more than twenty-four (24) full-time nurses and twenty-four (24) part-time nurses and not more than one (1) per unit except in units of more than thirty (30) full-time and part-time nurses combined, in which case there may be no more than two (2).

ARTICLE 13 - JOB SHARING**A13.01** Job Sharing

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.

A13.02 Coverage

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.

A13.03

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.

A13.04

Implementation

- (a) 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.
- (b) 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.
- (c) 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.

A13.05

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.

ARTICLE 14 - MISCELLANEOUS

- A14.01 Nurses working in specialty units/areas where scrub gowns and/or lab coats are provided at no cost to the nurse will continue to have such service provided by the Hospital at no cost to the nursing staff working in said areas/units and such practice will not be discontinued without sixty (60) days' notice to the Association and discussion at the Hospital-Association Committee.
- A14.02 The established pay period for all employees covered by this Agreement shall begin on Sunday at 0000 hours and extend for two full calendar weeks until Saturday at 2400 hours.

ARTICLE 15 . EI WORK

- A15.01
- (a) 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.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
 - (c) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

LETTER OF UNDERSTANDING

Between :

ST. JOSEPH'S HEALTH CENTRE OB LONDON

And:

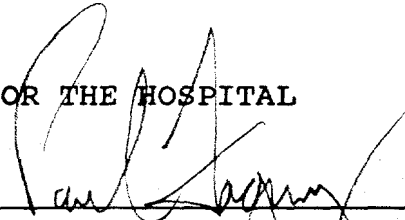
ONTARIO NURSES' ASSOCIATION

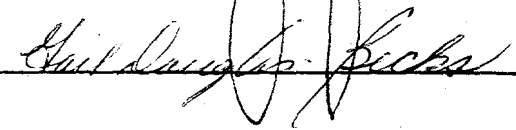
Reference: Article 14 - Job Sharing

Extra shifts will be offered, first to Regular Part-time, second to Casual Part-time and third to Regular Part-time Job Sharers, subject to Article A3.01 (e) of the Part-time Agreement.

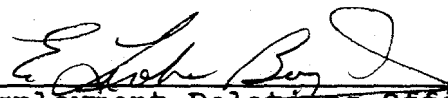
Signed this 3 day of July , 1992.

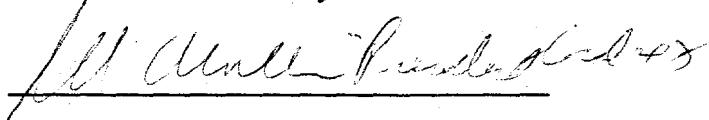
FOR THE HOSPITAL

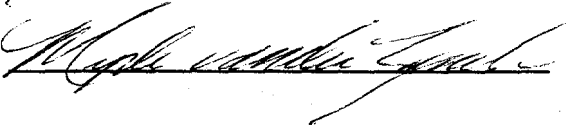




FOR THE ASSOCIATION



Employment Relations Officer




LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTH CENTRE OF LONDON

And:

ONTARIO NURSES' ASSOCIATION

The Hospital agrees that it will create a paid rest period for nurses working four (4) hour shifts.

Signed this 31 day of August, 1992.

FOR THE HOSPITAL

Paul Haggarty
Paul Haggarty - Secy

FOR THE ASSOCIATION

Employment Relations Officer

J. J. Walsh President
Walter Smith Secy

