

SOURCE	O.N.A.		
EFF.	88	04	01
TERM.	91	03	31
NO. OF EMPLOYEES	18		
NOM. DE D'EMPLOYES	li		

FULL-TIME

COLLECTIVE AGREEMENT

between

LISTOWEL MEMORIAL HOSPITAL  
(Hereinafter called the "Hospital")

and

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

EXPIRY: 31 March, 1991

OCT 13 1988

0606903

DATED AT \_\_\_\_\_, Ontario, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1988

FOR THE HOSPITAL

\_\_\_\_\_  
*J. Kelly*  
\_\_\_\_\_  
*M. J. Smith*  
\_\_\_\_\_  
*J. Kelly*  
\_\_\_\_\_

FOR ONTARIO NURSES' ASSOCIATION

\_\_\_\_\_  
*E. L. Boyd*  
\_\_\_\_\_  
*J. J. Boyd Reg. N.*  
\_\_\_\_\_  
*Gertrude Stearns Reg. N.*  
\_\_\_\_\_  
*Judy Dale Reg. N.*  
\_\_\_\_\_

APPENDIX 3

SALARY SCHEDULE

SALARY SCHEDULE AND CLASSIFICATION - FULL-TIME

REGISTERED NURSE

	<u>April 1, 1988</u>		<u>April 1, 1989</u>		<u>April 1, 1990</u>	
	<u>MONTHLY</u>	<u>HOURLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
Start	2575.55	15.85	2627.06	16.17	2732.14	16.81
1 yr.	2673.38	16.45	2766.95	17.03	2877.63	17.71
2 yrs	2715.06	16.71	2810.09	17.29	2922.49	17.98
3 yrs	2763.67	17.01	2860.40	17.60	2974.82	18.31
4 yrs	2825.96	17.39	2931.93	18.04	3049.21	18.76
5 yrs	2881.64	17.73	2989.70	18.40	3109.29	19.13
6 yrs	2944.28	18.12	3054.69	18.80	3176.88	19.55
7 yrs	3013.88	18.55	3126.90	19.24	3251.98	20.01
8 yrs			3173.80	19.53	3300.75	20.31
9 yrs					3350.26	20.62

NON-REGISTERED GRADUATE NURSE

	<u>April 1, 1988</u>		<u>April 1, 1989</u>		<u>April 1, 1990</u>	
	<u>MONTHLY</u>	<u>HOURLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
	2357.30	14.50	2404.45	14.79	2500.63	15.39

APPENDIX 4

SUPERIOR BENEFITS

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

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5.05 NOTE      7.01      The Hospital will include a nurse's address once  
upon first remittance of dues.

LOCAL PROVISIONS

A P P E N D I X 5

TO THE

COLLECTIVE AGREEMENT  
FULL-TIME

BETWEEN :

THE LISTOWEL MEMORIAL HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

ARTICLE	A	RECOGNITION AND DEFINITIONS
	B	MANAGEMENT RIGHTS
	C	ASSOCIATION REPRESENTATIVES AND COMMITTEES
	D	SENIORITY LIST
	E	LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS
	F	HOURS OF WORK - SCHEDULING
	G	PAID HOLIDAYS
	H	VACATION
	I	BULLETIN BOARDS
	J	MISCELLANEOUS

## ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged on a full-time basis in nursing care by The Listowel Memorial Hospital, save and except Head Nurses and persons above the rank of Head Nurse.
- A-2 The word "nurses", when used in 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 recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall, and suspend or otherwise discharge or discipline nurses, provided that a claim of discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine, in the interest of efficient operation and high standards of service, **job** rating, and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
  - (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
  - (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

B-2

These rights shall not be exercised in a manner inconsistent with the provision of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATIVES AND COMMITTEES

C-1 Nurse Representatives

There shall be three (3) nurse representatives as follows:

Surgery and Pediatrics	-1
Medicine and Chronic Area	-1
O.R. and OBS	-1

C-2 Negotiating Committee

There shall be a Negotiating Committee composed of three (3) nurses, one (1) of whom shall be a part-time nurse,

C-3 Grievance Committee

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

C-4 Hospital-Association Committee

The Hospital-Association Committee shall be composed of three (3) nurses, one (1) of whom may be a part-time nurse and three (3) representatives of the Hospital, one (1) of whom shall be the Director of Nursing, or her appointee, The membership of this Committee may be expanded by mutual consent.

C-5 Association Interview

The Association interview as provided for in Article 5.06 shall take place on the Employer's premises during each employee's probationary period.

ARTICLE D - SENIORITY LIST

D-1 The seniority list as provided for in Article 10.02 shall be compiled in January and July of each year.

ARTICLE E - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

E-1 Leave of absence for Association business shall be given up to an aggregate maximum for all employees of forty (40) days during any calendar year, provided adequate notice is given. It is agreed that not more than two (2) nurses shall be absent on such leave at the same time.

E-2 If the Association leave days fall on scheduled days off, then alternate days off will be scheduled by the Hospital provided two (2) weeks' notice has been given.

ARTICLE F - HOURS OF WORK - SCHEDULING

F-1 The current practices for rest periods during each tour will be continued.

F-2 Compressed Work Week:

(a) Subject to mutual agreement between the Parties, a Compressed Work Week may be introduced in areas of the Hospital where, by secret ballot conducted by the Association, at least eighty-five percent (85%) of the nurses in any unit indicate a desire to have a Compressed Work Week.

(b) A Compressed Work Week shall be discontinued with no **less** than thirty (30) days notice:

(i) by secret ballot conducted by the Association where, in excess of fifty percent (50%) of the nurses in any unit express a desire to discontinue a Compressed Work Week, or

(ii) by the Hospital when it is uneconomical or inefficient.

F-3 Compensating time off as provided for in Article 14. (in lieu of overtime) shall be scheduled at a mutually agreeable time.

F-4 A nurse will receive premium pay as provided for in Article 14, for all hours worked on a third consecutive and subsequent consecutive weekend save and except where:

(i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or

(ii) such nurse has requested weekend work; or

(iii) such weekend is worked as the result of an exchange of shift with another nurse.

F-5 An afternoon or night shift shall be any shift which commences or ends between 1900 and 0200 hours.



Scheduling Regulations

- (a) The Employer shall ensure each employee at least 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 shift and the starting time of the next scheduled shift, when changing shifts except in an emergency. It is understood and agreed that the minimum hours between the starting times for the O.R. staff scheduled to work in other units shall be not less than eighteen (18) hours.
- (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 the Christmas or New Year's season. Definition of Christmas to include Christmas Eve, Christmas Day and Boxing Day. Definition of New Year's season to 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 15th.  
  
It is understood and agreed by the parties that Christmas and New Year's Eve referred to will include the day off, commencing no later than 0700 hours of the day involved. This scheduling regulation may be waived by mutual agreement between the Employer and the individual nurse involved.
- (f) Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days or tour of duty.
- (g) Schedules shall be posted no later than fourteen (14) days in advance and shall cover a six (6) week period.
- (h) No split shifts shall be scheduled.

## ARTICLE G - PAID HOLIDAYS

G-1 The following shall be recognized as paid holidays:

New Year's Day	Canada Day
3rd Monday in February (Heritage Day if <b>so</b> proclaimed)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
(Effective Mar. 27/89)	Remembrance Day
<b>Victoria Day</b>	Christmas Day
	Boxing Day

G-2 Lieu days off shall be granted within sixty (60) days of the date on which the holiday is observed to be taken on a day to be arranged between the nurse and the Hospital.

G-3 A nurse entitled to a day as provided for in Article 15, shall have such a day off scheduled at a mutually agreeable time.

## ARTICLE H - VACATION

H-1 Vacation entitlement shall be calculated as at May 31st in any year.

H-2 It is understood and agreed that vacations are not necessarily continuous. However, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the needs of the Hospital and on the basis of the convenience of the Nursing Department.

H-3 Vacation preferences will be submitted by the nurse to the Head Nurse, in writing, by April 1st, and vacation schedules will be posted by April 15th. If no preference is submitted by a nurse, her vacation period will be allotted by the Director of Nursing in consultation with the Head Nurse on the basis of departmental convenience only.

H-4 Nurses shall be given preference with respect to their vacation periods in accordance with seniority.

H-5 The vacation period shall be from January 15th to November 30th and all vacations earned as at May 31st must be completed prior to November 30th. If, due to extenuating circumstances, a nurse desires vacation between November 30th and January 15th, such special requests must be submitted to the Director of Nursing for consideration.

H-6

The Hospital will endeavour, subject to staffing requirements, to grant each nurse who commences a vacation period on a Monday the preceding weekend off.

H-7

The Hospital will endeavour, subject to the staffing and scheduling requirements, to schedule vacation for two (2) nurses from the same unit at the same time during the vacation period.

#### ARTICLE I - BULLETIN BOARDS

I-1

The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and notices otherwise restricted to Association matters. All such notices must be signed by a member of the Association executive and submitted to the Hospital Administrator for approval prior to being posted.

#### ARTICLE J - MISCELLANEOUS

J-1

"Local Association" refers to Nurses' Association, The Listowel Memorial Hospital, Local 119, Ontario Nurses' Association.

J-2

Prepaid Leave Plan - The number of nurses off at any one time shall be one (1) full-time and one (1) part-time nurse.