

FULL-TIME COLLECTIVE AGREEMENT

Between

GLENGARRY MEMORIAL HOSPITAL (Hereinafter referred to as the "Hospital")

And

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

Expiry: April 1, 1993

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APPENDIX 2 _ LIST OF CHAIRPERSONS

PROFESSIONAL RESPONSIBILITY NURSING ASSESSMENT COMMITTEE

- 1. Dr. Alice Baumgart School of Nursing Queen's University Kingston, Ont.
- 2. Ms. Margaret Charters Assistant Administrator Nursing & Patient Care Hamilton Civic Hospital Hamilton, Ont.
- 3. Mrs. Roxy Edwards Executive Director Bruce Peninsula Health Services Wiarton, Ont.
- 4. Dr. Josephine Flaherty Principal Nursing Officer Health & Welfare Canada Ottawa, Ont.
- 5. Mrs. Gwen Hefferman Dir. of Education Ottawa Civic Hospital Ottawa, Ont.
- Ms. Patricia Kirby Dean, School of Health Sciences & Human Services Fanshawe College London, Ont.

- 7. Ms.Louise Lemieux-Charles Doctorate Candidate Health Administration London, Ont.
- a. Ms. Maxine Pastirik
 Program Developer
 Niagara College of Applied
 Arts & Technology
 Welland, Ont.
- 9. Dr. Lucille Peszat Canadian Centre for Stress and Well Being Toronto, Ont.
- 10. Mrs. Helen Taylor Health Care Consultant M.I. Administrative Services Ltd. Scarborough, Ont.
- 11. Ms. Judy Tiivel Co-ordinator, Nursing Computer Project Toronto Western Hospital
- 12. Ms. Kathleen Webb Director of Nursing Humber Memorial Hospital Weston, Ont.

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APPENDIX 3 - SALARY SCHEDULE

FULL-TIME NURSES - MONTHLY RATE

Start	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.	After 6 Yrs.	After 7 Yrs.	After 8 Yrs.	After 9 Yrs.
Registered Staff Nurse									
<u>April 1, 1991</u>									
2732.17	2878.67	2941.67	3083.33	3208.33	3333.33	3458.33	3583.33	3708.33	3833.33
16.81	17.71	18.10	18.97	19.74	20.51	21.28	22.05	22.82	23.59
<u>October 1, 1991</u>									
2732.17	2877.67	2941.67	3083.33	3250.00	3375.00	3500.00	3666.67	3833.33	4000.00
16.81	17.71	18.10	18.97	20.00	20.77	21.54	22.56	23.59	24.62
<u>April 1, 1992</u>									
2732.17	2877.00	3000.00	3166.67	3333.33	3500.00	3708.33	3916.67	4125.00	4333.33
16.81	17.71	18.46	19.49	20.51	21.54	22.82	24.10	25.38	26.67

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APPENDIX 4

SUPERIOR CONDITIONS AWARDED BY THE CENTRAL ARBITRATION AWARD

DATED OCTOBER 23, 1981

Clause a Central (Full-t:	Contract	Applicable Clause From Existing Collective Agreement
5	- Note	7.01 The dues deducted will be forwarded to the Association each month together with a list of names of the nurses on whose behalf deductions have been made including Social Insurance Numbers. In addition, the Hospital will provide the address of a nurse once upon hiring. This list shall indicate the nurses on leaves of absence.
10.04	- Note	11.03 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
		(a) When in receipt of illness allowance up to but not including any long term disability allowance;
		(b) when in receipt of Workers' Compensation Board payments for a period of up to twelve (12) calendar months:
		(c) when on leave of absence with pay;
		(d) when on an approved unpaid leave of absence not exceeding thirty (30) continuous calendar days.
20.07		Nurses shall receive recognition for educational preparation as follows:
		(a) For a course in nursing unit administration (CHA\CNA) - \$15.00 monthly;
		(b) For a one (1) year university certificate or diploma in nursing - \$40.00 monthly;

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(C) For a Bachelor's Degree - \$80.00 monthly.

Staff Registered Nurses hired after January 7, 1980 shall receive the above education allowances when utilizing the additional preparation in the position held.

APPENDIX 5

To The

COLLECTIVE AGREEMENT

Between :

GLENGARRY MEMORIAL HOSPITAL (hereinafter referred to as the "Hospital")

And:

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

FULL-TIME UNIT

Article A - Recognition Article B - Management Functions Article C - Association Representation Article D - Leave of Absence - Association Business (Local) Article E - Hours of Work - Scheduling Article F - Paid Holidays Article G - Vacation Article H - General Article I - Prepaid Leave

ARTICLE A _ RECOGNITION

- 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 Glengarry Memorial Hospital, save and except supervisors and persons above the rank of supervisor.
- A.2 The word "nurses" when used in this Agreement shall mean persons in the above described bargaining unit.
- A.3 "Supervisor" or "Immediate Supervisor", when used in this Agreement will mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT FUNCTIONS

- 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 this Agreement, and without restricting bv the foregoing, generality of the 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 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) to determine in the interest of efficient operation and high standards of service, job rating and classifications, the hours of work, work assignments, 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 provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

- C.1 The Hospital will recognize three (3) Nurse Representatives.
- C.2 The Hospital will recognize one Grievance Committee for both the full-time and part-time Bargaining Units, of three (3) nurses.
- C.3 There shall be a Negotiating Committee to represent both the full-time and part-time bargaining units. Such committee shall be composed of not more than three (3) nurses, one (1) of whom shall be a part-time nurse. The Hospital-Committee shall be composed of an equal number of representatives.
- C.4 There shall be an Hospital-Association Committee composed of two (2) representatives of the Association and an equal number of representatives from the Hospital.
- C.5 The Hospital will arrange with the President of the local Association or her designate the scheduling of interviews with newly hired nurses.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL)

- D.1 Leave of absence for Association business for both fulltime and part-time units shall be given to an aggregate maximum of thirty (30) days during the calendar year, provided that a notice is given the Hospital.
- D.2 It is agreed that not more than one (1) nurse per unit and not more than two (2) nurses in total shall be absent on such leave at the same time, such members shall be an aggregate total of both full-time and parttime nurses.

ARTICLE E - HOURS OF WORK - SCHEDULING

E.1 The Hospital shall endeavour to establish and maintain the following scheduling objectives:

- (a) Regularly scheduled days off shall be consecutive unless otherwise mutually agreed and nurses shall receive at least one (1) weekend off in two (2) weeks.
- (b) The schedule, under normal circumstances, may provide for up to a maximum of seven (7) consecutive days of work prior to days off, as long as four (4) days off are scheduled every fourteen (14) days.
- (c) Work schedules shall be posted at least two (2) weeks in advance of going into effect and shall cover a minimum period of four (4) weeks. For the month of July the schedule will be posted by June 15th and for the month of August the schedule will be posted by July 15th.
- (d) Subject to approval by the Director of Nursing or her designate, nurses within the same classification may be allowed to trade days off on their own provided that such request is submitted in writing to the Director of Nursing and signed by the nurses involved in the change. This provision shall also apply during the Christmas and New Year period. Such mutual exchange of a tour of duty shall not result in overtime compensation to either of the nurses involved.
- (e) The period of two (2) consecutive tours off shall be scheduled between change of tours and at least twenty-four (24) hours time off shall be scheduled following night duty. A nurse shall have at least fifteen and one-half (15 1\2) hours off between shifts. If such circumstances do not prevail then they shall be paid at the overtime rate of pay for all hours worked in the aforementioned period unless the circumstances giving rise to less hours off between shifts is beyond the reasonable control of the Hospital.
- (f) Nurses will receive at least five (5) consecutive days off during the Christmas or New Year's period which shall include either Christmas Day or New Year's Day and it is understood that the other scheduling regulations referred to herein may be waived between December 15th and January 10th so as to accommodate this provision.

- (g) The nurses may elect to work one of the following rotations: day/evening, day/night or evening and night, according to seniority.
- E.2 Full time nurses shall receive premium pay as provided in Article 14.03 for all hours worked on a third consecutive and subsequent weekend save and except where:
 - (a) such a weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
 - (b) such nurse has requested weekend work; or
 - (c) such weekend is worked as a result of exchange in shifts with another nurse.
- E.3 Any lieu time for overtime shall be scheduled at a mutually agreeable time.
- E.4 A weekend off for nurses shall consist of a minimum of fifty-sin (56) consecutive hour8 off work during the period following completion of the nurse's Friday shift until the commencement of the nurse's Monday shift, unless otherwise mutually agreed.

ARTICLE F • PAID HOLIDAYS

F.1 The Hospital recognizes the following as paid holidays:

New Year's Day 2nd Mon. in Feb. (or Heritage Day if proclaimed) Good Friday Victoria Day Canada Day Civic Holiday Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day 3rd Monday in June

F.2 Lieu days off shall be granted at a time mutually agreed to between the Director of Nursing and the nurse. If no agreement is reached the nurse shall be paid for the holiday.

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- F.3 When a holiday falls during a scheduled vacation period an additional day off with pay may be added to the vacation period or some other mutually agreeable time.
- F.4 If a holiday falls during a nurse's scheduled day off, she shall receive another day off with pay in lieu of the holiday at some time mutually agreed to between the Director of Nursing and the nurse.
- F.5 A shift that begins or ends during the twenty-four (24) hour period of the above holiday, where the majority of time worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

ARTICLE G - VACATION

- G.1 Full-time nurses shall be entitled to vacation with pay based on length of continuous service as of the beginning of the vacation year.
- G.2 (a) Vacation schedules will be posted by May 15 of each year and requests for vacation times should be submitted in writing to the Director of Nursing by April 30. 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. Vacation once earned may be taken at anytime of the year.
 - (b) Nurses shall be given preference with respect to their vacation periods in accordance with seniority.
 - (c) Vacation credits may not be carried over from one vacation year to the next except with the permission of the Director of Nursing or designate.
- G.3 Nurses may, upon giving one (1) week's notice prior to the pay day preceding her vacation, receive her annual vacation pay before leaving on her vacation.

ARTICLE H - GENERAL

- H.1 Seniority lists shall be posted during the months of January and July.
- H.2 It shall be the duty of the nurse to notify the Hospital promptly of any change in address. If a nurse fails to do this, the Hospital will not be responsible for

failure of a notice sent by registered mail to reach such a nurse.

- **H.3** The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by a member of the Association Executive.
- **H.4** Any regular earnings omitted on a paycheque greater than one (1) hour's pay, which is not caused by the nurse's error, shall be paid to the nurse within three working days from the time of issuance provided the nurse returns the cheque for re-issue.
- H.5 (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.
 - (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.

ARTICLE I - PREPAID LEAVE

I.1 Effective April 1, 1989, not more than one (1) nurse may be absent at any one time on prepaid leave. This total includes both the full-time and part-time units.

DATED at Alexandria, Ont., this 23 day of April <u>_, 199み.</u>

FOR THE HOSPITAL

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