

SOURCE	ONA
EFF.	96/04/01
TERM.	98/03/31
NO. OF EMPLOYEES	40
NUMBERS	JF

COLLECTIVE AGREEMENT

Between

THE LISTOWEL MEMORIAL HOSPITAL
(Hereinafter called the "Hospital")

- and -

ONTARIO NURSES ASSOCIATION
(Hereinafter called the "Union")

EXPIRY: March 31, 1998

[Faint, illegible text]

LISTO01.C98

12148(02)

DATED AT *Lustoul*, Ontario, this *23rd* day of *June*, 1998.

FOR THE HOSPITAL

[Signature]

Albeta Vanduyden

FOR THE UNION

[Signature]
_____ *Employment Relations Officer*

[Signature]

[Signature]

[Signature]

APPENDIX 3

SALARY SCHEDULES

Effective April 1, 1997

		<u>Registered Nurse</u>	<u>Graduate Nurse</u>
Start	Monthly	2973.55	2721.62
	Hourly	18.30	16.75
1 Year	Monthly	3122.73	
	Hourly	19.22	
2 Years	Monthly	3247.05	
	Hourly	19.98	
3 Years	Monthly	3417.77	
	Hourly	21.03	
4 Years	Monthly	3586.83	
	Hourly	22.07	
5 Years	Monthly	3757.56	
	Hourly	23.12	
6 Years	Monthly	3969.72	
	Hourly	24.43	
7 Years	Monthly	4181.88	
	Hourly	25.73	
8 Years	Monthly	4394.04	
	Hourly	27.04	
9 Years	Monthly	4607.85	
	Hourly	28.36	

APPENDIX 4

SUPERIOR BENEFITS

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

Clause #
Central Award Applicable Clause from existing Collective
 Agreement 1978-1980

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

(Applies to Part-time only)

16.05 19.01 Casual nurses employed as of October 23, 1981 at The Listowel Memorial Hospital, shall continue to receive six percent (6%) vacation pay while employed by the hospital.

APPENDIX 5
LOCAL PROVISIONS
TO THE
COLLECTIVE AGREEMENT

BETWEEN:

THE LISTOWEL MEMORIAL HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

ARTICLE	A	RECOGNITION AND DEFINITIONS
	B	MANAGEMENT RIGHTS
	C	UNION REPRESENTATIVES AND COMMITTEES
	D	SENIORITY LIST
	E	LEAVE OF ABSENCE FOR UNION BUSINESS
	F	HOURS OF WORK - SCHEDULING
	G	PAID HOLIDAYS
	M	VACATION
	I	BULLETIN BOARDS
	J	MISCELLANEOUS
	K	JOB SHARING
	L	VIOLENCE IN THE WORKPLACE
	M	CLASSIFICATION - PART-TIME NURSES

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 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.
- A-4** "Regularly employed by the Hospital for less than the regular hours per week" shall be deemed to include permanent and temporary part-time staff, who may work on a full-time basis for a pre-determined period, and to exclude nurses covered by the Agreement between the Parties hereto covering full-time nurses.

ARTICLE B - MANAGEMENT RIGHTS

- B-1** The Union 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 Union 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 - UNION REPRESENTATIVES AND COMMITTEES

C-1 Nurse Representatives

There shall be three (3) nurse representatives as follows, and they shall represent both full-time and part-time employees:

- Surgery and Paediatrics - one
- Medicine and Chronic Area - one
- O.R. and OBS - one

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-Union Committee

The Hospital-Union 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 Union Interview

The Union 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 UNION BUSINESS

E-1 Leave of absence for Union 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 Union 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 Union, 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 Union 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 (applies to full-time only)
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:

- (a) such weekend has been worked by the 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 the result of an exchange of shift with another nurse.

F-5

- (a) For the purpose of Article 14.10, the defined hours:
 - i) of the evening shift shall be from 1500 hours to 2300 hours;
 - ii) of the night shift shall be from 2300 hours to 0700 hours.
- (b) For the purpose of Article 14.15 the parties agree to a forty-eight (48) hour period between 2300 hours Friday and 2300 hours Sunday.

F-6

Scheduling Regulations

- (a) The Employer shall ensure every full-time employee at least two (2) weekends off in four (4).

The Employer shall ensure each part-time employee every second weekend off unless mutually agreed between the nurse and the Hospital.
- (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. 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.
- (i) For the purpose of scheduling, a weekend is defined as any period of fifty-six (56) consecutive hours during the period following completion of the Friday day tour until commencement of the Monday day tour.

ARTICLE G - PAID HOLIDAYS

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

New Year's Day (January 1)
 3rd Monday in February (Heritage Day if so proclaimed)
 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)

G-2 (applies to full-time only)
 Lieu days off shall be scheduled within sixty (60) days of the date on which the holiday is observed, in conjunction with a scheduled weekend off unless requested otherwise by the nurse.

G-3 (a) When a nurse is scheduled off on a weekend to which a holiday is attached, the Hospital will endeavour to schedule the nurse off on the holiday.

- (b) When a nurse is scheduled to work on a weekend to which a holiday is attached, the Hospital will schedule the nurse to work on the holiday, if required.

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.
- Requests for vacations submitted after April 1st will be considered on a first come first served basis.
- If no preference is submitted by a nurse by October 1st, her vacation period will be allotted by the Head Nurse on the basis of departmental convenience only.
- Nurses will be able to carry over five (5) days of vacation into the first quarter of the subsequent year.
- H-4 Nurses shall be given preference with respect to their vacation periods in accordance with full-time or part-time seniority, provided their preference is submitted to the Head Nurse by April 1st.
- 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 (applies to full-time only)
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 (applies to full-time only)
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.

H-8 Regular part-time nurses shall be entitled vacation time off annually on the following basis.

- (a) A minimum of one (1) year of employment ... 3 weeks
- (b) After three (3) years but less than fifteen (15) years of employment ... 4 weeks
- (c) After fifteen (15) years but less than 25 years of employment 5 weeks
- (d) After twenty-five (25) years of employment 6 weeks

H-9 (applies to part-time only)
Vacation pay shall be added to the daily rate at the end of each pay 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 Union matters. All such notices must be signed by a member of the Union executive.

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.

J-3 Modified Work

- (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.

- J-4 The Hospital will reimburse the nurse for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, or personal clothing, as a result of being assaulted while performing her work.
- J-5 (applies to part-time only)
Nurses shall give at least two (2) weeks' written notice of intention to resign, except in the case of extenuating circumstances.

ARTICLE K - JOB SHARING

- K-1 It is agreed that a full-time job may be shared by two Registered Nurses on the following basis:
- (a) Job sharing requests are considered on an individual basis and the Hospital shall reserve the right to determine the appropriateness and the number of such arrangements:
 - (b)
 - i) When the job share is posted, both halves are posted and selection of candidates is based on the criteria set out in the Collective Agreement. If either party discontinues the job sharing agreement, the position may be posted **as** a full-time position or the vacant half may be posted as a job share.
 - ii) When an incumbent wishes to share a full-time position, it may be done through the posting of one half of the position **as** a job share. If the job sharer resigns or wishes to discontinue the job share, the position reverts to the incumbent **as** a full-time position or may be posted again as a job share at the request of the incumbent. Selection of candidates is based on criteria set out in the Collective Agreement.
- K-2 Scheduling
- (a) All job sharers are treated **as** regular part-time employees and are subject to the provisions of the part-time Collective Agreement.
 - (b) Posted schedules for the job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. The scheduling should conform to the scheduling provisions of the full-time Collective Agreement.
 - (c) Total hours worked by the job sharers will equal one full-time position. The division of the hours will be determined by mutual agreement between the two nurses and the Head Nurse of the unit.

- (d) Job sharers may exchange shifts with the partner or with any other R.N. as provided for in the Collective Agreement.
- (e) Job sharers will be asked to work hours outside the tours of a full-time position only when the work has first been offered to the casual part-time nurses and regular part-time nurses.
- (f) The Hospital will handle coverage requirements as situations arise. When absence of one partner is long term, the time that results will be offered first to the partner and then to the casual part-time nurses.

IC-3 Holidays/Vacation

- (a) Job sharers are entitled to unpaid vacation time as provided to regular part-time workers. The job sharers agree to cover up to a maximum of two (2) weeks of each other's vacation during the months of July and August. Job sharers agree not to request vacation for the same period of time in July or August.
- (b) The job sharers have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions in the Collective Agreement.

K-4 Miscellaneous

- (a) Parties to this agreement have the option to cancel the agreement with ninety (90) days' written notice. Parties meet within fifteen (15) days of notice to discuss reasons. Discontinuation will not be unreasonable or arbitrary.
- (b) Issues arising out of this agreement will be dealt with at a Hospital/Union meeting.

ARTICLE L - VIOLENCE IN THE WORKPLACE

- L-1 The Hospital agrees to develop a Hospital-wide policy on Violence in the Workplace with the participation of a Union Representative, during the term of this Collective Agreement.

ARTICLE M - CLASSIFICATION - REGULAR PART-TIME NURSES - SCHEDULING

- M-1 Regular part-time nurses shall make their commitment in writing to the Hospital to be available for work on the following basis:

- (a) available to work forty-eight (**48**) weeks of the year, unless entitled to five or **six** weeks' vacation.
 - (b) Every other weekend.
 - (c) As scheduled on any tour, either
 - i) December 25 and 26, or
 - ii) December 31 and January 1
 - (d) at least two (2) seven and one-half (7 1/2) hour tours per week.
- M-2
- (a) All regular part-time nurses in a unit will be scheduled up to their commitment hours by seniority before any casual part-time nurses are utilized.
 - (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
 - i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
 - ii) A tour will be deemed to be offered whenever a call is placed;
 - iii) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay;
 - iv) When a regular part-time nurse accepts an additional tour, she must report for that tour unless arrangements satisfactory to the hospital are made;
 - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice.