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Wage EFF.	91	04	01
TERM.	93	03	31
No. OF EMPLOYEES	92		
NOMBRE D'EMPLOYÉS	df		

5912

part-time

COLLECTIVE AGREEMENT

Between

**PEMBROKE GENERAL HOSPITAL
(Hereinafter referred to as "the Hospital**")**

And

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

Expiry: 31 March, 1993

SEP 24 1992

0591205

APPENDICES

to the

PART-TIME COLLECTIVE AGREEMENT

between

**PEMBROKE GENERAL HOSPITAL
(Hereinafter called the "Hospital")**

and

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

Expiry: March 31, 1993

APPENDIX 3 - SALARY SCHEDULE PART-TIME NURSE - HOURLY RATES

START	AFTER 1500 HOURS,	AFTER 3000 HOURS	AFTER 4500 HOURS	AFTER 6000 HOURS	AFTER 7500 HOURS	AFTER 9000 HOURS	AFTER 10500 HOURS	AFTER 12000 HOURS	AFTER 13500 <u>HOURS</u>
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REGISTERED NURSE

Effective April 1, 1991

16.81	17.71	18.10	18.97	19.74	20.51	21.28	22.05	22.82	23.59
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Effective October 1, 1991

16.81	17.71	18.10	18.97	20.00	20.77	21.54	22.56	23.59	24.62
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Effective April 1, 1992

16.81	17.71	18.46	19.49	20.51	21.54	22.82	24.10	25.38	26.67
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GRADUATE NURSE

Effective April 1, 1991

16.27	17.15	17.55	18.39	19.17	19.91	20.67	21.44	22.19	22.94
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Effective October 1, 1991

16.27	17.15	17.55	18.39	19.42	20.16	20.92	21.94	22.94	23.94
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Effective April 1, 1992

16.27	17.15	17.90	18.89	19.92	20.91	22.17	23.44	24.68	25.93
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INFECTION CONTRO CU IONA EA NURSE

Effective April 1, 1991

17.93	18.86	19.26	20.17	20.94	21.74	22.54	23.33	24.14	24.96
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Effective October 1, 1991

17.93	18.86	19.26	20.17	21.22	22.02	22.81	23.87	24.96	26.05
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Effective April 1, 1992

17.93	18.86	19.62	20.72	21.76	22.83	24.17	25.50	26.85	28.22
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The hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13% in lieu of fringe benefits,
(9% for nurses who are members of the Hospital's Pension Plan).

APPENDIX 4

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

Clause #	
Central	
Agreement	Applicable Clause from
(Part-time)	Existing Collective Agreement

15 Note Casual Part-time Nurses

16.01 If a nurse works on a holiday as designated in the full-time agreement, she shall be paid at time and one-half her regular straight time hourly rate for all hours worked on such holiday. Where in addition, she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse), she shall receive two times her regular straight time hourly rate for such additional hours worked.

Part-Time Nurses

16.03 The provisions of the Employment Standards Act shall cover entitlement to holiday pay for designated holidays.

APPENDIX 5

To The

COLLECTIVE AGREEMENT

Between

PEMBROKE GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And

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

PART-TIME UNIT

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

Letter of Understanding - Modified Work

PEMBROKE GENERAL HOSPITAL

OPERATED BY

THE GREY SISTERS OF THE IMMACULATE CONCEPTION

The Pembroke General Hospital is owned and operated by the Grey Sisters of the Immaculate Conception who strive to instill an essential Christian charity in the Hospital that is all-pervasive and dynamic. As such, service to the individual patient rendered directly through the medical and nursing staffs and indirectly through the auxiliary corps which includes all other workers in the Hospital including employees and management shall be seen as influenced, inspired and motivated by the love of God for HIS creatures which all should try to imitate in their service to the patients and to one another.

The parties agree and understand that the foregoing does not form a part of the Collective Agreement nor does it in any way subject itself to the provisions of the Collective Agreement that follows.

ARTICLE A - RECOGNITION

- A.1 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated December 3, 1973, and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Association as the exclusive Collective Bargaining Agent of all lay part-time registered and graduate nurses engaged in a nursing capacity, save and except head nurses, and persons above the rank of head nurse.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation within the rights of Management.
- B.2 Without limiting the generality of the foregoing, Management's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed

by its nurses, and the right to discipline or dismiss nurses for just cause.

- (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
- (c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, layoff, recall, suspend, retire employees and select employees for positions not covered by this Agreement, provided that a claim by a nurse that she has been discharged, suspended, or disciplined without just cause may become the subject of a grievance and may be dealt with as herein provided.
- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.
- (e) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

B.3 The Hospital agrees that in exercising its rights as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

- C.1 At least one (1) part-time nurse shall be on the following committee:
 - (a) Association-Hospital
 - (b) Grievance
 - (c) Negotiating
- C.2 There may be up to eight (8) nurse representatives to cover both full-time and part-time nurses.
- C.3 If a nurse representative is transferred from one area to another, such nurse shall continue to be recognized by the Hospital as a representative for the period of her term for all matters except if transferred to a managerial position.

- C.4 The Hospital will arrange with the President of the local Association or her designate for interview time with newly hired nurses.

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

- D.1 In requesting leave of absence days for association business, the Association shall, where possible:
- a) provide notice of at least one (1) week unless circumstances do not permit;
 - b) provide that no more than three (3) part-time nurses request such leave at any one time, conditional upon such nurses not being from the same duty area of the Hospital;
 - c) provide that the total number of days in any one calendar year for such leave for all nurses not exceed twenty-five (25).

ARTICLE E - HOURS OF WORK - SCHEDULING

- E.1 Extended Hours - A longer daily tour may be introduced by the Hospital with the approval of the local Association, in accordance with Article 13.01.
- E.2 The work schedule shall be posted ten (10) days in advance of going into effect. Where practicable regularly scheduled days off shall be consecutive and nurses shall have at least one (1) weekend in two (2) weeks off duty. Unless under circumstances beyond the reasonable control of the Hospital a nurse shall not be required to work more than seven (7) consecutive days without receiving a day off.
- E.3 A nurse may be permitted to exchange her regularly scheduled days off with another nurse of her same category provided that such request is submitted in writing to the Assistant Director of Nursing for approval and co-signed by the nurse willing to exchange days off or tour of duty. The Hospital will endeavour to accommodate such requests.
- E.4 Consideration shall be given by the Hospital to nurses who request to work on permanent afternoon or night shifts.
- E.5 Unless in circumstances which are beyond the reasonable control of the Hospital a nurse shall have at least sixteen (16) hours off between shifts. If such circumstances do not prevail then a nurse shall be paid at overtime rates of pay for all hours worked during the aforementioned

period.

- E.6 Nurses will receive at least five consecutive days off during the Christmas and New Years period which shall include either Christmas or New Years Day. The Hospital may at its discretion waive all other scheduling requirements during this period.
- E.7 The criteria for establishing the normal staffing pattern shall not be affected by the presence of nursing students.

ARTICLE F - PAID HOLIDAYS

- F.1 The following shall be recognized as paid holidays:

New Year's Day	Dominion Day
Third Mon. in Feb.(or	August Civic Holiday
Heritage Day if so proclaimed)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day

Effective April 1, 1989, Remembrance Day (November 11) shall be recognized as a paid holiday.

- F.2 A shift that begins or ends during the twenty-four (24) hour period of the above holidays, where the major portion 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 The period during which vacations may be taken shall be from January 16 to December 15 except in special circumstances agreeable to the Hospital.
- G.2 The amount of vacation time shall be calculated in accordance with tours of service and shall be on the same basis as vacation time for full-time nurses.
- G.3 In drawing up vacation schedules, it is recognized that work requirements must be given full consideration and that the Employer shall be entitled to determine the time when a nurse shall take vacation. Subject to this, the Employer shall endeavour to meet the wishes of the individual nurse, and in cases where vacation periods requested conflict, preference will be given to the nurse who, within the nursing unit in question, has the most seniority in the Hospital.

- G.4 Vacation pay for nurses shall be paid by the Hospital on or about March 1 in each year (commencing March 1, 1989).
- G.5 Vacation schedules will be posted by May 1, of each year.

ARTICLE H - GENERAL

- H.1 Seniority lists shall be posted in January.
- H.2 The Hospital will provide a Bulletin Board near the rear entrance of the Hospital for the purpose of posting Association notices.
- Prior to posting of information, such information other than notices of meetings shall be approved by the Executive Director and by an officer of the Association. The Association shall be responsible for removing outdated notices.
- H.3 Where any provision of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this Agreement conform to the law.
- H.4 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Executive Director of the Hospital and the recording secretary of the Association unless as otherwise specified herein.
- H.5 Wherever the word "Supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit.
- H.6 Where used in this Agreement, the term "Executive Director" shall be interpreted to mean the Administrator of the Hospital or her delegate.
- H.7 The retirement date for all nurses shall be the first of the month following the date on which the nurse reaches the normal retirement age or she may continue to work on a month to month basis at the discretion of the Hospital,
- H.8 The Hospital will issue a deposit advice to the nurses every second Thursday together with a pay statement as to deductions made,
- H.9 The Hospital will supply the Union with a copy of the Workers' Compensation Board Form 7 for all nurses off work due to a work related injury for which there is lost time or a medical claim, and a copy of the Pembroke General

Hospital Incident report for all other work related injuries. Once a month the Hospital will supply the Union with a list of nurses who are on Long Term Disability.

ARTICLE I - PREPAID LEAVE PLAN

I.1 The number of nurses that may be absent at one (1) time on a prepaid leave of absence is one (1) full-time and one (1) part-time, conditional upon such nurses not being from the same duty area of the Hospital.

Dated at Pembroke on this 20 day of February 1999.

FOR THE HOSPITAL

S.A. Schultz

Carmel Harrington

Maureen Morris

[Signature]

FOR THE ASSOCIATION

Colleen G. Knight

[Signature]

[Signature]

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MEMORANDUM OF AGREEMENT

Between

PEMBROKE GENERAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Modified Work

The parties agree that a modified/light/alternate work program committee will develop a policy and procedure to follow when an injured nurse returns to work on modified/light/alternate work. The Hospital will notify the local executive members to discuss the back to work program for the nurse. It is understood that the local executive will be able to contact an Ontario Nurses' Association representative for more information.

Dated at Pembroke this 20 day of February 1992.

FOR THE HOSPITAL

S.A. Schultz

James Harrington

Maureen Morris

[Signature]

FOR THE ASSOCIATION

[Signature]

[Signature]

Shawn Armstrong

Danielle Thmo
