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PART-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

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.
- 6. 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.
- 8. 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.

APPENDIX 3 - SALARY SCHEDULE

PART-TIME NURSES - HOURLY RATE

Start	After 200 Tours	After 400 Tours	After 600 Tours	After 800 Tours	After 1000 Tours	After 1200 Tours	After 1400 Tours	After 1600 Tours	After 1800 Tours	
Registered Staff Nurse										
April 1	., 199 <u>1</u>									
16.81	17.71	18.10	18.97	19.74	20.51	21.28	22.05	22.82	23.59	
October 1, 1991										
16.81	17.71	18.10	18.97	20.00	20.77	21.54	22.56	23.59	24.62	
April 1	., 1992									
16.81	17.71	18.46	19.49	20.51	21.54	22.82	24.10	25.38	26.67	

The hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%

APPENDIX 4

SUPERIOR CONDITIONS AWARDED BY THE CENTRAL ARBITRATION AWARD

DATED OCTOBER 23, 1981

Clause #
Central Contract
(Part-time)

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 leave of absence.

15 - Note Casual Part-time Nurses

17.02 (a) A nurse who is required to work on a paid holiday (referred to above) shall be paid at the rate of time and one-half (1 1\2) her regular salary.

Part-time Nurses

17.02 (a)..... and in addition she will receive holiday pay in accordance with the Employment Standards Act.

16 - Note <u>Casual Nurses</u>

- 18.01 Vacation pay shall be based on tours worked since date of hire.
- 0 200 tours four percent 4% of gross earnings
- 200 600 tours six percent (6%) of gross earnings
- 600 or more eight percent (8%) of gross earnings

19 - Note Schedule A

Wages - Part-time Nurses

(Dollars Per Tour)

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")

PART-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 part-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 **ImmediateSupervisor**, 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 by 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 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 inconsistant with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

- C.1 The Hospital will recognize one (1) part-time Nurse Representative.
- C.2 The Hospital will recognize one (1) 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 without pay 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.

ARTICLE E - HOURS OF WORK - SCHEDULING

- E.1 Part-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.
 - (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 Christmas and New Year's period. Such mutual exchange of a tour of duty shall not result in overtime compensation to either of the nurses involved.
 - (e) 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 unless mutually agreed to otherwise, 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.
 - (f) Part-time nurses have a commitment to work at least two (2) weekends in four (4) weeks.
 - (g) The nurses may elect to work one of the following rotations; day\evening, day\night or evening and night, according to seniority or unless mutually agreed otherwise.
- E.2 A weekend off for nurses shall consist of a minimum of fifty-six (56) consecutive hours 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 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 The amount of vacation time off shall be calculated in accordance with time worked since date of hire based on vacation allowance as per the full-time collective agreement.
- Vacation schedules will be posted by May 15 of each G.2 (a) year and requests for vacation times should be submitted in writing to the Director of Nursing by The Hospital will endeavour to April 30. 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: this meaning a request for two weeks vacation will give a two weekend entitlement, 3 weeks vacation a three weekend entitlement, etc. and such request for vacation for weeks with this weekend entitlement may be taken at any time of the year from January 1st to December 31st in accordance with the Collective Agreement.
 - (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 (1) vacation year to the next except with the permission of the Director of Nursing.

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

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 40 , 1992
FOR THE HOSPITAL	FOR THE ASSOCIATION
Haudel	Carnel harborel R. Crawford Linder Marin

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