

SOURCE	CNA		
Wages EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS	110		

**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, 1996

FEB 26 1996

PEMBR01.C96

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**APPENDICES**

to the

**COLLECTIVE AGREEMENT**

Between

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

And

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

Expiry: 31 March, 1996

APPENDIX 3 - SALARY SCHEDULE (Pay Equity Adjusted Rates)MONTHLY & HOURLY RATES

START	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>	<u>AFTER 4 YEARS</u>	<u>AFTER 5 YEARS</u>	<u>AFTER 6 YEARS</u>	<u>AFTER 7 YEARS</u>	<u>AFTER 8 YEARS</u>	<u>AFTER 9 YEARS</u>
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REGISTERED NURSE, REGISTERED DISCHARGE PLANNING NURSEEffective April 1, 1993Monthly

2778.75	2925.00	3046.88	3214.25	3380.00	3547.38	3755.38	3963.38	4171.38	4381.00
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Hourly

17.10	18.00	18.75	19.78	20.80	21.83	23.11	24.39	25.67	26.96
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Effective January 1, 1994Monthly

2824.25	2970.50	3092.38	3259.75	3425.50	3592.88	3800.88	4008.88	4216.88	4426.50
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Hourly

17.38	18.28	19.03	20.06	21.08	22.11	23.39	24.67	25.95	27.24
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Effective January 1, 1995Monthly

2869.75	3016.00	3137.88	3305.25	3471.00	3638.38	3846.38	4054.38	4262.38	4472.00
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Hourly

17.66	18.56	19.31	20.34	21.36	22.39	23.67	24.95	26.23	27.52
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Effective January 1, 1996Monthly

2915.25	3061.50	3183.38	3350.75	3516.50	3683.88	3891.88	4099.88	4307.88	4517.50
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Hourly

17.94	18.84	19.59	20.62	21.64	22.67	23.95	25.23	26.51	27.80
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APPENDIX 3 - SALARY SCHEDULE (Pay Equity Adjusted Rates)

MONTHLY & HOURLY RATES

START	AFTER <u>1 YEAR</u>	AFTER <u>2 YEARS</u>	AFTER <u>3 YEARS</u>	AFTER <u>4 YEARS</u>	AFTER <u>5 YEARS</u>	AFTER <u>6 YEARS</u>	AFTER <u>7 YEARS</u>	AFTER <u>8 YEARS</u>	AFTER <u>9 YEARS</u>
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INFECTION CONTROL NURSE, OCCUPATIONAL HEALTH NURSE

Effective April 1, 1993

2963.00	3114.88	3238.07	3417.59	3585.51	3760.09	3977.45	4193.17	4412.18	4636.20
18.23	19.17	19.93	21.03	22.06	23.14	24.48	25.80	27.15	28.53

Effective January 1, 1994

3011.52	3163.34	3286.43	3465.97	3633.77	3808.32	4025.64	4241.31	4460.30	4684.35
18.53	19.47	20.22	21.33	22.36	23.44	24.77	26.10	27.45	28.a3

Effective January 1, 1995

3060.03	3211.79	3334.78	3514.35	3682.04	3856.55	4073.83	4289.44	4508.43	4732.50
18.83	19.76	20.52	21.63	22.66	23.73	25.07	26.40	27.74	29.12

Effective January 1, 1996

3108.55	3260.24	3383.14	3562.73	3730.31	3904.78	4122.02	4337.58	4556.56	4780.65
19.13	20.06	20.82	21.92	22.96	24.03	25.37	26.69	28.04	29.42

APPENDIX 3 - SALARY SCHEDULE (Pay Equity Adjusted Rates)MONTHLY & HOURLY RA

START	AFTER <u>1 YEAR</u>	AFTER <u>2 YEARS</u>	AFTER <u>3 YEARS</u>	AFTER <u>4 YEARS</u>	AFTER <u>5 YEARS</u>	AFTER <u>6 YEARS</u>	AFTER <u>7 YEARS</u>	AFTER <u>8 YEARS</u>	AFTER <u>9 YEARS</u>
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GRADUATE NURSEEffective April 1, 1993

2688.04	2832.25	2953.65	3115.89	3282.66	3443.44	3647.97	3854.39	4056.25	4260.08
16.54	17.43	18.18	19.17	20.20	21.19	22.45	23.72	24.96	26.22

Effective January 1, 1994

2732.05	2876.31	2997.75	3160.00	3326.85	3487.61	3692.17	3898.63	4100.49	4304.33
16.81	17.70	18.45	19.45	20.47	21.46	22.72	23.99	25.23	26.49

Effective January 1, 1995

2776.06	2920.36	3041.86	3204.11	3371.04	3531.78	3736.37	3942.88	4144.74	4348.57
17.08	17.97	18.72	19.72	20.74	21.73	22.99	24.26	25.51	26.76

Effective January 1, 1996

2820.08	2964.42	3085.97	3248.22	3415.22	3575.94	3780.57	3987.13	4188.98	4392.82
17.35	18.24	18.99	19.99	21.02	22.01	23.27	24.54	25.78	27.03

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

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Clause # Central Agreement (Full-time)	Applicable Clause From Existing Collective Agreement
10.04 Note	11.07 Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances: <ul style="list-style-type: none"><li>(a) Annual Vacation</li><li>(b) When in receipt of illness allowance up to but not including any long-term disability allowance.</li><li>(c) When in receipt of Workers' Compensation Board payments for a period of up to three (3) calendar months.</li><li>(d) When on leave of absence with pay.</li><li>(e) When on leave of absence without pay for a period of one (1) month or less.</li></ul>

**APPENDIX 4**

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

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

**FULL-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 full-time registered and graduate nurses engaged in a nursing capacity, save and except head nurses, persons above the rank of head nurse and persons regularly employed less than the standard number of hours as specified herein.

**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 There shall be an Association-Hospital Committee composed of four (4) nurses (at least one (1) of whom is part-time) and up to four (4) representatives of the Hospital.
- C.2 There shall be a Grievance Committee of not more than three (3) nurses (at least one (1) of whom is part-time).
- C.3 There shall be a Negotiating Committee of not more than four (4) nurses (at least one (1) of whom is part-time.)

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The Hospital agrees to continue with its normal scheduling of staff during this period of time.

- C.4 There may be up to eight (8) nurse representatives to cover both full-time and part-time nurses.
- C.5 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.6 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) full-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 - HEDI

- 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.

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- E.3 A nurse will receive premium pay for all hours worked on a second consecutive and subsequent 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 shifts with another nurse.
- E.4 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 Executive Director - Patient Services or her designate 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.5 Consideration shall be given by the Hospital to nurses who request to work on permanent afternoon or night shifts.
- E.6 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.7 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.8 Where a nurse elects equivalent time off for overtime, it shall be taken at a mutually agreeable time, according to current Hospital policy.
- E.9 The criteria for establishing the normal staffing pattern shall not be affected by the presence of nursing students.
- E.10 Where nurses work both day/night shifts or day/evening shifts, the percentage of day shifts should be at least fifty per cent (50%).

**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 nurse who works on a holiday may elect to take a lieu day off, such day to be granted within sixty (60) days of the date on which the holiday is observed.

F.3 When a holiday falls within a nurse's vacation or on a scheduled day off, a lieu day off shall be selected by agreement between the Employer and the nurse.

F.4 The Hospital may designate another day to be celebrated as the paid holiday (subject to legislative requirements) if the paid holiday falls on a Saturday or Sunday and in so doing shall designate another day and notify employees at least ten days in advance.

F.5 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 For the period between December 15 and January 16, the Employer will endeavour to honour advance vacation, leave of absence or lieu time off requests by seniority on a rotating basis. Such request for vacation, leave of absence or lieu time off must be submitted in writing by November 1st of each year.

G.2 The vacation entitlement determination date in any year shall be January 1.

G.3 In drawing up vacation schedules, it is recognized that work requirements must be given full consideration and that the Hospital shall be entitled to determine the

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time when a nurse shall take vacation. Subject to **this**, the Hospital 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 schedules will be posted by May 1, of each year.
- G.5 The Hospital will experiment with providing vacation pay prior to the nurse's vacation period provided a nurse gives the Hospital notice in writing of one month prior to the commencement of such vacation period.
- G.6 A nurse who is absent for at least four (4) months in a vacation year on maternity or adoption leave may request to carry over up to five (5) days of her vacation to the next vacation year. Such request will be considered by the Hospital if submitted with her request for maternity leave.

**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 with the understanding that notice will not be in conflict with Hospital values.
- 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 WORKERS' COMPENSATION AND RE-INSTATEMENT

- 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) a work related injury, and/or
  - b) 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 local union with a copy of the Workers' Compensation Board Form 7 for lost time or medical claims and a copy of the Pembroke General Hospital incident report for all other work related situations including assault, at the same time as it is sent to the Board.
- d) The Hospital will consider a request for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

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.

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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

C. Harrington

M. Morris

J. Galbraith

FOR THE ASSOCIATION

C. Enright

D. Renaud E.R.O.

Sharon Armstrong

D. Thomas

PEMBR01.F96



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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**

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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 Executive Director - Patient Services or her designate 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 For the period between December 15 and January 16, the Employer will endeavour to honour advance vacation, leave of absence or lieu time off requests by seniority on a rotating basis. Such request for vacation, leave of absence or lieu time off must be submitted in writing by November 1st of each year.
- 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 with the understanding that notice will not be in conflict with the Hospital values.
- 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 WORKERS' COMPENSATION AND RE-INSTATEMENT

- 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) a work related injury, and/or
  - b) 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 local union with a copy of the Workers' Compensation Board Form 7 for lost time or medical claims and a copy of the Pembroke General Hospital incident report for all other work related situations including assault, at the same time as it is sent to the Board.
- d) The Hospital will consider a request for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

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.

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 18 day of October 1995

FOR THE HOSPITAL

S. H. Schultz

Sandra Keon

M. [Signature]

[Signature]

FOR THE ASSOCIATION

[Signature]

Angela Nelson

Sharon Armstrong

M. [Signature]



**APPENDIX 6**

**NOTIFICATION OF IMPROPER WORK ASSIGNMENT  
AVIS D'ATTRIBUTION INCORRECTE DE TRAVAIL**

DATE/TIME OF OCCURRENCE \_\_\_\_\_ DATE TO EMPLOYER \_\_\_\_\_  
 DATE/HEURE DE L'INCIDENT \_\_\_\_\_ DATE DE NOTIFICATION À L'EMPLOYEUR \_\_\_\_\_

AGENCY \_\_\_\_\_ WARD \_\_\_\_\_ SHIFT \_\_\_\_\_  
 ORGANISME \_\_\_\_\_ SERVICE \_\_\_\_\_ ÉQUIPE \_\_\_\_\_

TYPE OF CARE \_\_\_\_\_ BED CAPACITY \_\_\_\_\_ PATIENTS  \_\_\_\_\_  
 TYPE DE SOINS \_\_\_\_\_ Nbre de LITS \_\_\_\_\_ Nbre de PATIENTS  \_\_\_\_\_

STAFFING \_\_\_\_\_ USUAL STAFFING' \_\_\_\_\_  
 EFFECTIF PRÉSENT \_\_\_\_\_ EFFECTIF NORMAL \_\_\_\_\_

I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

Nous, soussignés, croyons que l'on nous a attribué une tâche qui ne permettait pas de fournir les soins voulus aux patients pour les raisons indiquées. (Joindre une brève description de la tâche et du problème.)

To correct **this** problem, I/we recommend:

Pour corriger la situation, nous recommandons:

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED \_\_\_\_\_

NOM/TITRE DU SUPERVISEUR IMMÉDIAT QUI A ÉTÉ AVISÉ: \_\_\_\_\_

DATE/TIME OF NOTIFICATION \_\_\_\_\_  
 DATE/HEURE À LAQUELLE IL A ÉTÉ AVISÉ \_\_\_\_\_

RESPONSE/ACTION \_\_\_\_\_  
 RÉACTION/INTERVENTION \_\_\_\_\_

Signature of Complainant(s): \_\_\_\_\_

Signature des plaignant(s): \_\_\_\_\_

I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses' concerns, the association may consider these issues under the professional responsibility clause.

Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Nous demandons par conséquent au président de la section locale ou au comité exécutif de porter la question devant le CAO. Si ces démarches n'aboutissent pas, l'association pourrait considérer ces questions sous le régime des dispositions liées à la responsabilité professionnelle.




Ontario Nurses' Association  
September 1992

Association des infirmiers et infirmières de l'Ontario  
septembre 1992

Employer Copy  
Copie de l'employeur

Signed this 18 day of October 1995

For the Employer

S.A. Schultz  
\_\_\_\_\_  
Sandia Kwon  
\_\_\_\_\_  
M. Mansour  
\_\_\_\_\_  


For the Union

M. G. G. G.  
\_\_\_\_\_  
Lynda Kelson  
\_\_\_\_\_  
Sharon Armstrong  
\_\_\_\_\_  
M. G. G. G.