

**COLLECTIVE AGREEMENT**

**Between:**

**CAMPBELLFORD MEMORIAL HOSPITAL**  
(hereinafter referred to as the "Hospital")

**And:**

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

**Expiry Date: March 31, 2011**

**APPENDIX 3 - SALARY SCHEDULE**

**APPENDIX 5 - LOCAL PROVISIONS**

**Between:**

**CAMPBELLFORD MEMORIAL HOSPITAL**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Full-Time and Part-Time**

**Expiry Date: March 31, 2011**

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**APPENDIX "3"****SALARY SCHEDULES****Registered Nurse**

	<b>Effective <u>April 1, 2008</u></b>	<b>Effective <u>April 1, 2009</u></b>	<b>Effective <u>April 1, 2010</u></b>
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.92	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.13	\$35.15
6 Years	\$34.91	\$35.96	\$37.04
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44

**Graduate Nurse**

	<b>Effective <u>April 1, 2008</u></b>	<b>Effective <u>April 1, 2009</u></b>	<b>Effective <u>April 1, 2010</u></b>
Start	\$26.77	\$27.57	\$28.40
1 Year	\$27.15	\$27.96	\$28.80
2 Years	\$28.20	\$29.05	\$29.92
3 Years	\$28.88	\$29.75	\$30.64
25 Years	\$29.89	\$30.79	\$31.71

**Head Nurse**

	<b>Effective <u>April 1, 2008</u></b>	<b>Effective <u>April 1, 2009</u></b>	<b>Effective <u>April 1, 2010</u></b>
Start	\$29.56	\$30.45	\$31.36
1 Year	\$29.96	\$30.86	\$31.79
2 Years	\$30.40	\$31.31	\$32.25
3 Years	\$31.83	\$32.79	\$33.77
4 Years	\$33.34	\$34.34	\$35.37
5 Years	\$35.15	\$36.20	\$37.29
6 Years	\$37.00	\$38.11	\$39.25
7 Years	\$38.89	\$40.06	\$41.26
8 Years	\$37.90	\$39.04	\$40.21
25 Years	\$42.40	\$43.67	\$44.98

Unit Coordinator

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$30.15	\$31.05	\$31.98
1 Year	\$30.56	\$31.48	\$32.42
2 Years	\$31.03	\$31.96	\$32.92
3 Years	\$32.43	\$33.40	\$34.40
4 Years	\$33.85	\$34.87	\$35.92
5 Years	\$35.62	\$36.69	\$37.79
6 Years	\$37.39	\$38.51	\$39.67
7 Years	\$39.18	\$40.36	\$41.57
8 Years	\$41.79	\$43.04	\$44.33
25 Years	\$42.48	\$43.75	\$45.06

**APPENDIX "5"**

**LOCAL PROVISIONS**

**ARTICLE A – RECOGNITION**

- A.1 (a) The Hospital recognizes the Association as the sole bargaining agent for all registered and graduate nurses employed in a nursing capacity at Campbellford Memorial Hospital, Campbellford, save and except Nursing Supervisors and persons above the rank of Nursing Supervisor, and persons regularly employed for not more than twenty-four (24) hours per week.
- (b) The Hospital recognizes the Association as the sole bargaining agent for all registered and graduate nurses employed in a nursing capacity at Campbellford Memorial Hospital, Campbellford, for not more than twenty-four (24) hours per week, save and except Nursing Supervisors and persons above the rank of Nursing Supervisors.

(NOTE: The Hospital maintains that the Ontario Labour Relations Board inadvertently omitted the word "regular" in the scope clause, and the parties agree that should the Ontario Labour Relations Board indicate on request that "regular" should be included, it shall be added.)

- A.2 The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- A.3 The words "Immediate Supervisor" wherever used in this Agreement shall mean the Supervisor, to whom the nurse usually reports for duty.

**ARTICLE B - MANAGEMENT FUNCTIONS**

- B.1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer, and shall remain solely with the Employer, except as specifically limited by a provision of the Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) To direct the operation of the hospital in the best interest of the patients, the community and the employees, both within and outside the bargaining unit;
  - (b) To maintain order, discipline and efficiency;
  - (c) To establish and from time to time alter, reasonable policies, rules and regulations and any changes thereto shall be communicated to the nurses and the Association, and shall be posted on the Association bulletin boards;
  - (d) To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices;
  - (e) To determine, in the interest of efficient operation and highest standards of service, the hours of work, work assignments, methods of doing the work and the working establishment for any service;

- (f) To hire, assign, direct, discharge, retire, transfer, promote, demote, classify, layoff, recall, suspend or otherwise discipline nurses for just cause;
- (g) To instruct and direct nurses in their duties, responsibilities and conduct and to decide on the number of personnel needed by the hospital at any time;
- (h) To decide on the use of new or improved or changed methods, facilities, and equipment.

B.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

### **ARTICLE C - COMMITTEES AND REPRESENTATIVES**

C.1 (a) **Nurse Representatives**

There shall be a nurse representative from each of the three (3) different areas of the Hospital.

(b) **Grievance Committee**

The Grievance Committee shall be composed of not more than three (3) nurses.

(c) **Negotiating Committee**

The Negotiating Committee shall be composed of not more than three (3) nurses.

(d) **Hospital-Association Committee**

The Hospital-Association Committee shall be composed of three (3) representatives from each party.

(e) **Scheduling Committee**

The Scheduling Committee shall be composed of three (3) representatives from each party.

C.2 The Association interview for newly hired nurses shall be scheduled for a maximum of thirty (30) minutes during the nurse's orientation period. The Hospital shall advise the Association of the date, time and place for such interview, at least seven (7) days prior to the interview.

C.3 **Bargaining Unit President**

Where practicable, the Hospital will endeavour to schedule meetings during the Bargaining Unit President's (BUP) regular working hours.

Where the Hospital requests the attendance of the BUP at a meeting outside the BUP's regularly scheduled hours, the hospital agrees to pay the BUP at her regular straight time hourly rates for time spent attending such meetings outside her regularly scheduled hours to a maximum of twenty-four (24) hours in each calendar

year. Such hours paid for attendance of the BUP at a meeting outside the BUP's regularly scheduled hours will be invisible for purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).

## **ARTICLE D - SCHEDULING REGULATIONS**

D.1 The following scheduling regulations will apply:

- (a) A nurse is entitled to two (2) weekends off in any four (4) but the Hospital will endeavour to provide nurses with one (1) weekend off in two (2).
- (b) No less than two (2) consecutive tours shall be scheduled off between tour changes, without consent.
- (c) The Hospital will endeavour to provide a regular schedule for full-time nurses only. This will not detract from the Hospital's right to ultimately set schedules. Schedules will be posted no less than fourteen (14) days in advance and will cover a minimum period of eight (8) weeks. Requests for specific days off will be submitted in writing at least two (2) weeks in advance of posting this schedule. This does not preclude the Supervisor from considering requests submitted on short notice. A copy of the schedule will be provided to the Bargaining Unit President.
- (d) No split shifts.
- (e) Nurses will not normally be scheduled to work more than five (5) consecutive days.
- (f) No less than forty-eight (48) hours shall be scheduled off on a tour change from the night tour, unless otherwise mutually agreed.
- (g) Unless otherwise mutually agreed, there will be an equal distribution of standby duty with the option to change within areas where standby is required. If the need arises during the term of this agreement for a significant increase in standby occurrences, the parties will meet to discuss a Letter of Understanding.
- (h) The Hospital will endeavour to provide an equitable distribution of shift work assigned to nurses in any unit of the Hospital (full-time only).
- (i) A full-time nurse may not, without her consent, be required to change tours of duty more than once during a work week (full-time only). The Hospital will endeavour to schedule a full-time nurse to work days and one other shift, that is, days and evenings or days and nights.

In order to facilitate the creation of new full-time positions, the Hospital may introduce permanent shifts (i.e. night, evening or day shifts only) and staff such positions in accordance with Article 10.07 of the Collective Agreement.

Consideration will be given by the Hospital to a nurse who requests to work evening or nights on a permanent basis. If such request is accepted by the Hospital, the schedule will be dealt with according to Article D.5 (full-time only).

The Hospital may discontinue the permanent shift arrangement with sixty (60) days notice to the nurse. The Hospital reserves the right to require the nurse normally working a permanent shift to work other shifts for reasons which include refamiliarization and in-service.

**D.2** Requests for change in posted time schedules must be submitted prior to the exchange, in writing and co-signed by the nurse willing to exchange days or tour of duty initiated by the nurse and approved by the Hospital.

These exchanged tours will be deemed as worked when scheduling up to a Part Time Nurse's committed hours of work, as set out in Article D.6 (part-time only).

**D.3** A full-time nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's (unless the nurse requests otherwise) and except in areas which are not normally required to work on weekends and paid holidays. The Hospital shall endeavour to give time off over either Christmas or New Year's, on an alternating basis, so that nurses will not be required to work the same holiday from year to year, unless by request of the nurse or by mutual consent. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 10th. Time off at Christmas shall include December 24th, 25th and 26th, and time off at New Year's shall include December 31<sup>st</sup>, January 1<sup>st</sup> and January 2<sup>nd</sup> night tour.

Schedules showing such days off shall be posted by November 15th.

A regular part-time nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's (unless the nurse requests otherwise) and except in areas which are not normally required to work on weekends and paid holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 10th. Time off at Christmas shall include December 24th, 25th and 26th, and time off at New Year's shall include December 31<sup>st</sup>, January 1<sup>st</sup> and January 2<sup>nd</sup> night tour.

Schedules showing such days off shall be posted by November 15th.

Where it is possible for a nurse to have both Christmas and New Year's off in the same year, the Hospital will endeavour to schedule this opportunity on an equitable basis commencing with the most senior nurse provided those who remain are qualified to perform the available work. The intent of this article is to ensure that the opportunity of both holidays off is not provided to the same nurse year after year.

**D.4** A nurse will receive premium payment, as set out in Article 14.03 for all hours worked on a third (3rd) and a subsequent consecutive weekend, save and except where:

- i) Such weekend has been worked by the nurse to satisfy specific days off, requested by such nurse; or
- ii) Such nurse has requested weekend work; or
- iii) Such weekend is worked as a result of an exchange of shifts with another nurse.
- iv) A weekend is defined as being fifty-six (56) consecutive hours.

- D.5 Without detracting from the Hospital's ultimate right to set schedules, the Hospital agrees to consult with the Association respecting scheduling regulations through a special meeting of the Hospital-Association Committee for that purpose.
- D.6
- (a) The commitment for regular part time I category Nurses shall be forty-five (45) hours in a two (2) week period, as designated by the Hospital.
  - (b) The commitment for regular part-time II category Nurse will be as follows:
    - i) Is available for fifty-two (52) weeks per year minus his/her vacation entitlement; and
    - ii) Could be pre-scheduled a minimum of thirty (30) hours per month, which includes one (1) weekend (15 hours); and
    - iii) Is available to work either Christmas or New Year's period; and
    - iv) Is available to be pre-scheduled a minimum of forty-five (45) hours (which must include a minimum of one (1) weekend (15 hours) in either July or August); and
    - v) Submits additional availability in writing.
  - (c) Those nurses currently holding regular part time status shall continue to hold regular part time category I status.
  - (d) Any available category II regular part time positions shall be posted in accordance with the collective agreement.
- D.7 Applies to part-time nurses only:
- (a) All regular part-time category I nurses, provided the nurse is qualified to perform the available work, shall be scheduled up to thirty (30) hours in a two (2) week period in descending order of seniority.
  - (b) Once all available and qualified regular part-time category I nurses have been given the opportunity to work thirty (30) hours in a two (2) week period, the Hospital shall schedule in descending order of seniority up to their commitment.
  - (c) All regular part-time category II nurses, provided the nurse is qualified to perform the available work, shall be scheduled up to their commitment in descending order of seniority.
  - (d) Once all regular part-time category I and II nurses have been given the opportunity to work up to their commitment, the Hospital will offer additional hours to qualified regular part-time category I, prior to being offered to category II and job sharers in descending order of seniority on the following basis:
    - i) Nurses who wish to be considered for additional tours will indicate their availability in a manner determined 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, s/he must report for that tour unless arrangements satisfactory to the Hospital are made;
- v) Casual part time nurses will not be utilized before regular part time nurses have been given the opportunity to work in accordance with this article.

**Casual Part-Time Only:**

- a) Casual part time nurses may be offered any tours and may be scheduled up to two weeks in advance.
- b) Casual part time nurses who wish to be considered for any tour will indicate their availability, in a manner determined by the Hospital.
- (e) In circumstances where regular part-time employees, job sharers and casual part-time nurses are not available to perform the work at straight time non-premium rates, so that the work is considered overtime premium pay work for all available employees, the work shall first be offered to qualified full-time and part-time registered nurses capable of performing the work, on the basis of seniority, before it is offered to casual part-time registered nurses.

A tour will be deemed to be offered whenever a call is placed.

When a full-time or part-time nurse accepts an additional tour, she must report for that tour unless arrangements satisfactory to the Hospital are made.

**D.8**

**Extended Tours**

- (a) Extended tours shall be introduced into the Hospital when,
  - i) seventy (70%) percent plus one, of the nurses who vote so indicate by secret ballot, and
  - ii) the Hospital agrees to implement the extended tour, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) There will be a trial period of a minimum of four (4) months to assess the feasibility of the continuation of the extended tours. A vote will take place to determine the nurses' acceptance of the extended tours. Such tours shall continue when seventy percent (70%) plus one of the nurses voting so indicate.
- (c) Extended tours may be discontinued when:
  - i) seventy (70%) percent plus one, of the nurses who vote so indicate by secret ballot; or
  - ii) the Hospital because of

- A) adverse effects on patient care,
- B) inability to provide a workable staffing schedule, or
- C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the compressed work week in the schedule;

- (d) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
  - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) where it is determined that the extended tour will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

**D.9**

The introduction of job sharing arrangements will be subject to mutual agreement between the Association and the Hospital. The Hospital reserves the right to determine the number of job sharing arrangements. It is agreed that the following conditions will govern the arrangements:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Unit Supervisor and meet patient care needs.
- (c) The above schedules shall conform with the scheduling provisions of the full-time collective agreement.
- (d) Each job sharer may exchange shifts with her partner as well as with other nurses as provided by the collective agreement.
- (e) The two (2) nurses and the Unit Supervisor will determine by mutual agreement which partner works on scheduled paid holidays. Job sharers shall only be required to work the number of paid holidays that one full-time nurse would be required to work in accordance to the full-time collective agreement.
- (f) Job sharers shall not be required to work any tour outside of the tours of the full-time position unless mutually agreed.

(g) Vacation, Maternity Leave, and Other Leaves Pursuant to Article 11 of the Central Full-Time and Part-Time Agreements

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be provided by the other job sharer unless otherwise permitted by the Manager.

For leaves of absences as above greater than 30 calendar days, the job sharer will be given the right of first refusal.

Implementation

(h) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the collective agreement.

(i) Any incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the collective agreement.

(j) If one of the job sharers leaves the arrangement her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or revert to regular part-time for which she is qualified to perform. If she does not accept the full-time position, such position will be posted in accordance with the collective agreement.

(k) Discontinuation

Either party may discontinue a job sharing arrangement with sixty (60) days notice. Upon receipt of such notice, a meeting shall be held between the parties to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable and arbitrary.

D.10 Unit Weekend Schedule

The introduction of a unit weekend schedule will be subject to mutual agreement between the Association and the Hospital. The Hospital reserves the right to determine the number of unit weekend positions. The initial unit weekend schedule will be on a trial basis for a period of up to six (6) months, subject to review by the Association and the Hospital before confirmation.

1. The implementation of a unit weekend schedule will be in accordance with Article 13.04.
2. The weekend period for the unit weekend schedule will be Friday 0730 hours to Monday 2330 hours.
3. A unit weekend position will be posted in accordance with Article 10.06 or a unit weekend position with regard to full-time positions shall be considered on an individual basis.
4. During the trial period, the Hospital shall have the right to fill the (weekend

workers) vacancy on a temporary basis.

5. One (1) week of vacation (5 vacation days) may be deferred to the following year provided all deferred vacation is taken prior to March 31<sup>st</sup> of that year. All other vacation days will be paid out by December 31<sup>st</sup> of the current year.
6. Three (3) holiday lieu days may be carried over to the following year provided that all such deferred lieu days are taken prior to March 31<sup>st</sup> of that year. On discontinuation of this agreement, holiday lieu days shall be granted forty (40) days after the discontinuation date as arranged between the nurse and the Hospital or paid out.
7. Discontinuation

Either party may discontinue a unit weekend schedule with ninety (90) days notice. Upon receipt of such notice, a meeting shall be held between the parties to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

#### D.11

##### Regular part-time Weekend Position

Where the Hospital establishes a regular part-time position that is regularly scheduled to only work weekends (a weekend as defined in Article D.4), the following shall apply:

- (a) A nurse who accepts a regular part-time weekend position shall not be entitled to premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked.
- (b) The hospital may schedule the nurse to work shifts during the week for purposes of in-service education, performance evaluation, or such other purposes as deemed necessary by the Hospital.
- (c) Either party may give four (4) weeks notice to discontinue the weekend position.
- (d) It is understood that the part-time weekend position has no guarantee of hours and that assignment of weekend shifts to these positions shall be in accordance with the collective agreement, except as otherwise provided herein.

#### D.12

##### Mixed Tours

When less than seventy (70%) percent of the nursing staff in a particular unit vote as outlined in article D.8 in favour of extended tours by secret ballot, either the Hospital or the Association may approach the other and request that there be implemented in that particular nursing unit both extended tours and normal tours. Where both extended tours and normal tours are implemented in a nursing unit, nurses shall be scheduled to work either normal tours or extended tours, taking into consideration their individual preferences. Where the Hospital cannot reasonably accommodate individual preferences, bargaining unit seniority within the unit will determine which nurses get their preference.

To implement a mixed tour schedule requires 50% plus 1 vote of the registered nurses affected to commit themselves to working from within a mixed. Similarly, to

discontinue a mixed tour schedule requires a 50% plus 1 vote of the registered nurses affected.

It is understood and agreed that the vote referred to above refers to a combined vote of the Full-Time and Regular Part-time Category One nurses.

When scheduling of extended tours occurs on a unit that has voted for a mixed tour schedule, the scheduling regulations set out in Article D will continue to apply unless, prior to the introduction of a mixed tour schedule, the Hospital and the Association meet and agree to amend those scheduling regulations for nurses working on extended tours.

It is understood and agreed that management has the right to cancel a mixed tour schedule if, in its opinion, it is not seen to be efficient or effective, but the Hospital will discuss with the Association in advance any such cancellations.

When a normal tour position becomes available, it will be posted as a normal tour position. When an extended tour position becomes available, it will be posted as an extended tour position. Newly created positions will be posted as normal tours or extended tours according to the needs of the unit.

#### **ARTICLE E - VACATIONS (EARNED LEAVE)**

- E.1 For the purpose of calculating eligibility, the vacation year shall be the calendar year.
- E.2 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, but the final decision as to the scheduling of vacation remains with the Hospital, subject to the Hospital's requirement to maintain a qualified complement of nurses on each unit.
- E.3
- (a) i) Requests for vacation from June 1<sup>st</sup> to November 30<sup>th</sup> shall be submitted by April 15<sup>th</sup> of each year. In doing so, the nurse shall submit three (3) choices of vacation in order of preference in a manner determined by the Hospital;
  - ii) Requests for vacation from December 1<sup>st</sup> to May 31<sup>st</sup> shall be submitted by October 15<sup>th</sup> of each year. In doing so, the nurse shall submit three (3) choices of vacation in order of preference in a manner determined by the Hospital;
  - (b) A finalized vacation schedule will be posted by May 15<sup>th</sup> and November 15<sup>th</sup> of each year respectively, for the above vacation periods.
  - (c) By June 15<sup>th</sup> the Hospital will post a summer schedule for the period July 1<sup>st</sup> to September 10<sup>th</sup>.
- E.4 Where more nurses have indicated the same period of time than the Hospital can reasonably grant, then seniority will govern with respect to vacation requests submitted within the time limits in Article E.3. Vacations requested outside the time limits in Article E.3 will be granted within the time remaining for vacation on a first come first served basis and will be finalized and posted seven (7) days after the request has been received.

- E.5 Prior to leaving on vacation, nurses shall be notified of the date and time to report for work following vacation.
- If a nurse's schedule is posted prior to her leaving for vacation this provision shall have been satisfied.
- E.6 Vacations may be taken at any time of the year, except during the period December 15th through January 5th, when vacation will be granted at the discretion of the Hospital. All vacations will be subject to the limitations of Article E.9 below. Vacation may commence on any day of the week. Vacation requests will not be unreasonably denied.
- E.7 Vacation Pay
- (a) On receipt of a signed request by the full time nurse concerned, at least two (2) weeks prior to the commencement of her vacation, any pay which would normally be received during the vacation period would be advanced to the nurse immediately preceding the commencement of her vacation.
- (b) Vacation pay will be paid on a bi-weekly basis as set out in Article H.1 (part-time only).
- E.8 A nurse may defer up to one (1) week of vacation [five (5) vacation days] to the following year provided that all such deferred vacation days be taken prior to March 31st of that year.
- E.9 A nurse may take her vacation in single days except during the summer period of June 15 to September 10 as provided in article E.10.
- E.10 A nurse shall not request more than three (3) calendar weeks of vacation during the summer period of June 15 through to September 10. A nurse may request that some of these days be granted as single days or a combination of days to a maximum of five (5) days. Special consideration to waive the above may be requested in writing to the Chief Nursing Officer or designate and will be considered.
- E.11 Subject to the Hospital's approval, nurses with the same qualifications, skill and ability, wishing to exchange vacation periods after they have been posted shall submit such requests in writing to their Manager. Whenever possible, the nurse shall give such notice two (2) weeks in advance of the posting of the schedule that is involved. Such mutual exchange of vacation periods shall not result in overtime compensation to either of the nurses.

#### **ARTICLE F - PAID HOLIDAYS**

- F.1 The following shall be recognized as holidays:
- |                                     |                             |
|-------------------------------------|-----------------------------|
| January 1 (New Year's Day)          | July 1 (Canada Day)         |
| (3rd Monday in February) Family Day | Civic Holiday               |
| Good Friday                         | Labour Day                  |
| Easter Monday                       | Thanksgiving Day            |
| Victoria Day                        | December 25 (Christmas Day) |
| 2nd Monday in June                  | December 26 (Boxing Day)    |

- F.2 For nurses entitled to a lieu day, such lieu day shall be granted forty (40) days before or after the date on which the holiday was observed, to be taken on a day to be arranged between the nurse and the Hospital (full-time only).
- F.3 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- F.4 Unless approved by the Manager, employees will not be permitted to alter an approved vacation day to a Statutory holiday and/or lieu day.

### **ARTICLE G - BULLETIN BOARDS**

- G.1 The Hospital will provide at least two (2) spaces on bulletin boards, one of which will be located centrally by the cafeteria, upon which the Association may post notices of Association meetings and other Association activities. All such notices must be signed by a member of the Association's executive and a copy provided to the administrator prior to being posted.

### **ARTICLE H – MISCELLANEOUS**

- H.1 Pay stubs will be available to all Nurses on a bi-weekly basis. Direct pay deposits will be completed on Thursdays commencing at 1:00 p.m. of every second week.
- H.2 A seniority list shall be posted by the Hospital on May 1st and December 1st of each year. The list shall remain posted for a period of sixty (60) calendar days.
- H.3 A binder labelled Ontario Nurses' Association will be placed in each nursing unit and shall contain the current collective agreement, the constitution of the Association and a listing of the officers and nurse representatives of the local association.

It is expressly understood that such binder shall be at the cost of the Association and provided to the Hospital by the Association. Further, it is understood that Nurses shall only be able to consult such binder at times other than regular working hours.

- H.4 **Banked Lieu Time (Full-time only):**

In accordance with Article 14.09, where a full-time nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay, and where the nurse has chosen equivalent time off, such time off must be taken within ninety (90) calendar days of being earned at a time to be arranged between the nurse and the Hospital. Lieu time will be accumulated from January 1<sup>st</sup> to December 31<sup>st</sup> of each year. The Operating Room will be able to bank lieu time. The Operating Room, and any other area affected by shut downs, will be able to carry seventy-five (75) hours into the next calendar year. Any banked time as of December 31<sup>st</sup> will be paid out by February 15<sup>th</sup> of each year by separate cheque.

- H.5 **Notification to Unsuccessful Job Applicants**

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing one (1) week prior to posting of the name of the successful candidate.

H.6 Full time nurses may be considered for temporary full-time vacancies on the same basis as regular part time nurses, in accordance with Article 10.07(d).

H.7 Professional Development

Professional development as outlined in Article 9 will be facilitated through the terms of reference and membership of the Hospital's Nursing Advisory Committee. Such term of reference shall be consistent with the professional development principles as outlined in Article 9.02.

H.8 Scrubs and Hoovers

The Employer shall continue the present practice of providing scrubs and/or hoovers at no cost to the nurse(s) who are assigned to and who work in the Surgical Suite.

**ARTICLE I - SICK LEAVE REPORTING**

I.1 Nurses will observe the following procedure:

- (a) Nurses taken ill or suffering an accident during working hours will notify their Supervisor before the nurse leaves her duties.
- (b) When illness or accident takes place at a time other than a nurse's normal working hours, the nurse will endeavour to notify the Supervisor on duty as soon as possible, and in any case, not later than one (1) hour prior to the time at which the nurse would normally report for duty on the day tour, and three (3) hours prior to the time at which the nurse would report for duty on the afternoon or night tour.

**ARTICLE J - LEAVE OF ABSENCE**

J.1 Leave of absence for Association business shall be granted up to a cumulative total of all staff of fifty (50) days during the calendar year, provided adequate notice is given the Hospital. It is agreed that not more than two (2) nurses shall be absent at the same time.

J.2 Any requests for leave of absence by the Association shall be submitted to the Hospital in writing, by the Bargaining Unit President or her designate indicating the date(s) and the name(s) of the nurse(s) for whom the leave of absence is being requested.

Requests for leave of absence will be made at least five (5) calendar days in advance of the leave.

Notice of cancellation of the leave shall be made forty-eight (48) hours prior to the date of the proposed leave if the affected nurse is to be returned to her regular tour of duty for the day for which the leave was originally requested.

**J.3            Local Coordinator Leave**

It is understood that should a nurse be elected to the position of Local Co-ordinator the requirements of J.1 and J.2 will apply except that notwithstanding J.1, the Local Co-ordinator may request a leave of absence for Association business up to a maximum of twenty (20) days during each calendar year.

**ARTICLE K - PREPAID LEAVE**

- K.1            The Hospital agrees that the quota of nurses permitted on prepaid leave at one time is one (1) full-time nurse, one (1) regular part-time nurse and one (1) casual part-time nurse.

**ARTICLE L - NURSE ABUSE**

- L.1            The Hospital, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.

The Hospital will consider requests 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 M - WORKERS' COMPENSATION AND REINSTATEMENT**

- M.1            The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when an employee goes on LTD.
- M.2            When it has been medically determined that an employee is unable to return to her former position due to a permanent 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.
- M.3            The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board ("the Board") Form 7 at the same time as it is sent to the Board.

**ARTICLE N – BENEFITS****N.1            Retiree Benefits – Process for Advance Payment**

In accordance with Article 17.01 (h), a nurse, who retires early and until age sixty-five (65), who wishes to access semi-private, extended health and dental benefits must provide full premium payment at least three (3) months in advance of each month that the nurse wishes to receive access to these benefits.

Failure to remit full payment as required three (3) months in advance may result in the discontinuance of access to these benefits.

**N.2            Voluntary Part-Time Benefits - Process for Payment**

- (a) The Hospital agrees to provide regular permanent part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17 (semi private, extended health, dental). It is understood and agreed that the part-time nurses who participate will assume the full cost of the monthly premiums.
- (b) Any regular permanent part-time nurse who wishes to participate will provide payment of the benefit premiums through post-dated cheques provided on a yearly basis.
- (c) It is understood that any transaction would be dated the first of each and every month.
- (d) Such nurses may elect to opt in or out of the plans on an annual basis.
- (e) The Hospital will notify the Union each time the benefit costs are renegotiated by the Hospital.

### **ARTICLE O - VIOLENCE IN THE WORKPLACE**

- O.1 Violence shall be defined as an incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- O.2 The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health & Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
- O.3 The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- O.4 The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- O.5 The Hospital with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.
- O.6 The Hospital will consider requests 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 his or her work.

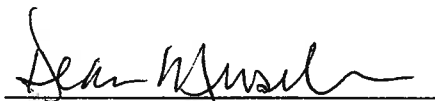
### **ARTICLE P - NEEDLE STICK AND SHARPS INJURIES**

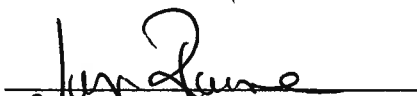
- P.1 The Hospital, in conjunction with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle

stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

DATED AT CAMPBELLFORD, Ontario, this 2nd day of March, 2009.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Dean Musclow


  
\_\_\_\_\_  
Jan Faine

  
\_\_\_\_\_  
Linda Bradshaw

FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer

  
\_\_\_\_\_  
Cathy Archer

  
\_\_\_\_\_  
Lisa Cagliostro

  
\_\_\_\_\_  
Jennifer Petherick