

**COLLECTIVE AGREEMENT**

Between:

**CARLETON PLACE AND DISTRICT MEMORIAL HOSPITAL**  
(Hereinafter referred to as "the Hospital")

And:

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

Expiry Date: March 31<sup>st</sup>, 2018

**APPENDIX 3 – SALARY SCHEDULE**

**APPENDIX 5 – LOCAL PROVISIONS**

Between:

**CARLETON PLACE AND DISTRICT MEMORIAL HOSPITAL**

And:

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**APPENDIX 3 – SALARY SCHEDULE**FULL-TIME, REGULAR PART-TIME, CASUAL PART-TIMEHOURLY RATESRegistered Nurse

	<b>Effective April 1, 2016</b>	<b>Effective April 1, 2017</b>
Start	\$31.45	\$32.21
1 Year	\$31.91	\$32.36
2 Years	\$32.45	\$32.90
3 Years	\$34.04	\$34.52
4 Years	\$35.65	\$36.15
5 Years	\$37.66	\$38.19
6 Years	\$39.68	\$40.24
7 Years	\$41.72	\$42.30
8 Years	\$44.68	\$45.31
25 Years	\$45.47	\$46.11

**APPENDIX 5 – LOCAL PROVISIONS**

**ARTICLE A – RECOGNITION AND DEFINITIONS**

A.1 Full-time

The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Carleton Place and District Memorial Hospital in Carleton Place, save and except Supervisors, persons above the rank of Supervisor and nurses regularly employed for not more than twenty-four (24) hours per week.

Part-time

The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Carleton Place and District Memorial Hospital in Carleton Place, regularly employed for not more than twenty-four (24) hours per week, save and except Supervisors and persons above the rank of Supervisor.

A.2 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

A.3 "Administrator" where used in this Agreement shall mean the Chief Executive Officer of the Carleton Place and District Memorial Hospital.

**ARTICLE B – MANAGEMENT RIGHTS**

B.1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively with the Hospital, and shall remain 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, efficiency and discipline;
- (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall, and suspend or otherwise discipline employees provided that a claim by an employee that she has been discharged, suspended or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees;
- (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management, not specifically modified elsewhere in this Agreement.

- B.2 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

### **ARTICLE C – COMMITTEES AND REPRESENTATIVES**

C.1 The Parties agree that Union representatives and committee members as provided for in Article 6, may be either full-time or part-time. It is understood that the total number of nurses as Union representatives or committee members shall not exceed the following:

- (a) Union representatives - There shall be three (3) union representatives, one (1) of whom shall be a part-time nurse, and no more than two (2) shall be from any one area.
- (b) Grievance Committee - There shall be a Grievance Committee of not more than two (2) nurses, representing the nurses in the bargaining units, no more than one (1) shall be from any one Unit. The Bargaining Unit President will be one of the members of the Grievance Committee.
- (c) Hospital-Association Committee - There shall be a Hospital-Association Committee composed of the Bargaining Unit President and two (2) members representing the bargaining unit, one (1) shall be part-time, and three (3) members representing the Hospital.
- (d) Negotiating Committee - There shall be a Negotiating Committee composed of the Bargaining Unit President and two (2) members, one (1) shall be part-time.
- (e) Professional Development Committee – There shall be a Professional Development Committee composed of the Bargaining Unit President or designate and two (2) members of the Association one (1) shall be part-time and two (2) representatives of the Hospital one of whom shall be the Chief Nursing Officer or designate and one human resources representative or designate.
- (f) Joint Health and Safety Committee - The Hospital will recognize one bargaining unit member of the Joint Health and Safety Committee. When a regular member is not available, the member may be replaced by an alternate, appointed by the Union.

C.2 Union representatives, committee members and Association officers will be responsible for supplying their supervisors with information as to time off as required by the terms of this Agreement.

C.3 Association Interview

The interview period provided for in Article 5.06 will be scheduled during the employee's orientation period.

C.4 Committees and Representatives

If a Bargaining Unit President attends joint Employer-Union meetings outside of regularly scheduled hours in the discharge of her duties as Bargaining Unit President, time and one half (1½ x) regular straight time hourly rate will be provided for time spent beyond seventy five (75) hours in a pay period, to be taken in time off or payment.

**ARTICLE D – SENIORITY LIST**

D.1 The seniority list, as provided for in Article 10, will be filed with the Association and posted on the Association bulletin board on or before February 1st and August 1st of each year.

**ARTICLE E – LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS**

E.1 As provided for in the Central Agreement, the cumulative total leave of absence for Association business shall be thirty (30) days, including both full-time and part-time employees, during the calendar year and subject to the following conditions:

- (a) Requests for such leave shall be submitted in writing at least four (4) weeks in advance of the requested leave, except in cases of emergency;
- (b) No more than two (2) employees shall be absent at any one time;
- (c) No more than one (1) employee shall be absent from one area at any one time.

E.2 Local Coordinator Leave

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in E.1 above.

**ARTICLE F – HOURS OF WORK - SCHEDULING**

F.1 Schedules shall be posted at least four (4) weeks in advance and shall cover at least a six (6) week period.

Requests for time off or scheduling adjustments to the posted schedule must be submitted in writing to the immediate supervisor at least three (3) weeks in advance of the posting of the schedule in which the requested time off occurs, except in cases of emergency. In cases of emergency, the Nurse must make her request at the earliest possible date.

Nurses may request an exchange of scheduled shifts of duty provided such requests are submitted, in writing to the immediate supervisor, co-signed by the

nurses and are approved by the immediate supervisor or designate. It is understood that such exchanges of shifts shall not result in overtime payment.

- (a) The normal daily tours for seven point five (7.5) hours shall be:

DAYS	0700 – 1500 hours
EVENINGS	1500 – 2300 hours
NIGHTS	2300 – 0700 hours

- (b) The normal daily tours for eleven point two five (11.25) hour extended tours shall be:

DAYS	0700 -1900 hours
NIGHTS	1900 - 0700 hours

## F.2 Identification of a Weekend Off

- (a) A weekend is defined as a fifty-six hour period from 1500 hours Friday until 2300 hours Sunday for employees who regularly work 7.5 hour tours.
- (b) A weekend is defined as a fifty-six hour period from 1900 Friday until 0700 Monday for employees working extended tours of eleven point two five (11.25) hours.
- (c) The Hospital will schedule nurses to provide one (1) weekend off in two (2) weeks for full-time nurses and three (3) weekends off in six (6) for part-time nurses. If a nurse is required to work on a third consecutive weekend, the nurse will be paid in accordance with Article 14 for all hours worked on that 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 the result of an exchange of shifts with another nurse which has been approved by the immediate supervisor.

F.3 Where nurses work a mixture of regular and extended tours, such nurses shall not work more than four such consecutive shifts. If a fifth (5<sup>th</sup>) mixed shift is worked, the nurse shall be paid premium pay as per Article 14 for each shift worked until the nurse is given a day off.

F.4 At least sixteen (16) hours off shall be scheduled between regular seven point five (7.5) hour shifts, and at least forty-eight (48) hours off shall be scheduled following the completion of night shifts. When a nurse is changing from one tour to a different tour, the nurse will have sixteen (16) hours off between changes in tours, unless otherwise mutually agreed between the nurse and the immediate supervisor. A breach of this article will result in premium pay in accordance with Article 14.03.

There will be a period of not less than eleven point two five (11.25) hours off following the completion of an extended tour shift. There will be a period of forty-



eight (48) hours off following the completion of a night shift. There will be no split shifts scheduled.

Where the nurse does not receive the requisite hours off as referenced above, premium pay will be paid for all hours worked on the nurse's next shift.

The first forty five (45) minutes of breaks shall be paid. The next forty-five (45) minutes of breaks in total shall be unpaid.

F.5 Seven point five (7.5) hour schedules may provide for more than five (5) consecutive shifts of work, but not more than seven (7) consecutive shifts of work without a day off, unless otherwise mutually agreed between the nurse and the immediate supervisor.

F.6 Where a nurse earns time in lieu of overtime and the nurse chooses the equivalent time off, as provided for in Article 14, such time off will be taken within sixty (60) days following the date on which the overtime was worked, at a mutually agreeable time between the nurse and the immediate supervisor.

F.7 Scheduling of Overtime Shifts

When overtime shifts become available, overtime shifts will be offered to all Nurses on the unit. Nurses will be called in descending order of seniority, according to the following process once all part-time nurses have been scheduled seventy five (75) hours.

Full-time Unit Nurses  
Part-time Unit Nurses  
Casual Unit Nurses  
Nurses who are qualified from other units

F.8 Proposed master rotations will be developed by each Manager in consultation with the nurses on the unit.

(a) Master rotations will not be changed without discussion with the Union and the nurses on the unit. Such agreement will not be unreasonably withheld. All master rotation changes will be provided to the Bargaining Unit President prior to providing it to the Unit nurses.

Such agreement will be secured by a secret ballot vote of the nurses. Where two (2) part-time nurses share a full-time position in a job sharing arrangement, the regular part-time nurses in the job sharing arrangement will be entitled to one (1) vote. The vote must equal or exceed eighty (80%) percent of the nurses on the unit on a master rotation for the master rotation to be changed.

(b) Where a master rotation schedule is changed due to a permanent long-term layoff or the addition of new full-time positions, the nurses on the affected unit will be provided with 90 days' notice that their master rotation may be amended.

Where a master rotation schedule is changed pursuant to the above, individual schedule/rotations will be selected by seniority. Where the master rotation contains a job sharing arrangement, the seniority of the two

regular part-time nurses sharing the full-time position will be added together and divided by 2 to determine the seniority to be used for the awarding of the rotations.

- (c) Individual lines on a master rotation shall not be changed without prior discussion between the nurse affected and the immediate supervisor. Where a nurse has complained to their Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Union.

F.9 Full-time nurses employed who are not normally scheduled to work permanent afternoons or nights will continue to be provided with at least 50% day tours.

## **ARTICLE G – INNOVATIVE SCHEDULING**

### G.1 Standby

- (a) Scheduled standby assignments will be distributed equitably among the nurses in any unit utilizing standby.
- (b) Standby assignments will be posted as soon as possible following the posting of the schedule. Nurses shall be permitted to exchange their standby assignments provided their requests for changes in assignments are submitted in writing and co-signed by the nurse willing to exchange assignments.
- (c) A nurse shall not be scheduled for standby on her regularly scheduled weekends off or on vacation unless agreed to by the nurse.
- (d) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse.
- (e) Where a nurse has been called in from standby and worked the hours after 2400 hours, such nurse will not be required to work the next day shift unless done by mutual agreement between the nurse and the hospital.
- (f) The Employer will provide pagers for use by nurses who are on standby.

### G.2 Introduction/Discontinuation of Extended Tours

#### (a) Implementation

Scheduling of extended tours will be implemented on a trial basis when the Hospital and the Union agree.

- i) Eighty percent (80%) of the full-time and regular part-time employees in the unit must indicate by secret ballot vote conducted by the Union and the Hospital.
- ii) The Hospital agrees to provide the space on the unit to conduct the vote. The parties agree to establish principles for conducting the vote.

iii) The Hospital agrees to conduct joint Hospital and Union meetings with the employees prior to the secret ballot to explain both the process and the implications of the scheduling initiative. A copy of a draft unit schedule will be provided to the employees at this meeting.

(b) Discontinuation

Such tours may be discontinued when:

i) The Hospital discontinues extended tours based on the following:

- 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 extended tours in the schedule;

ii) Written notice is provided by the Union to the Employer;

iii) Fifty percent (50%) of the nurses in the unit have voted to discontinue extended tours.

(c) The parties shall meet within two (2) weeks of the giving of notice to review the discontinuance. Where it is determined that the extended tours will be discontinued, affected nurses shall be given ninety (90) days' notice of the amended schedule. Such ninety (90) days' notice shall follow the meeting between the parties.

G.3

Scheduling Regulations for Extended Shifts

(a) No more than three (3) consecutive extended shifts shall be scheduled without a day off. All employees shall receive premium payment for a fourth consecutive and subsequent shift until the employee receives a day off.

(b) Employees working extended shifts shall be scheduled off every other weekend; if an employee is required to work on a second subsequent and consecutive weekend she or he shall receive premium payment as set out in Article 14.03 of the central agreement for all hours worked on such subsequent and consecutive weekends worked until she or he receives a weekend off, save and except where:

i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or,

ii) such employee has requested weekend work in writing. Discontinuance of such request will be provided in writing by the employee; or,

iii) such weekend is worked as the result of an exchange of shifts with another employee.

(c) A weekend off shall be defined as sixty (60) consecutive hours scheduled off duty following the completion of the Friday day tour.

- (d) Employees shall be allowed to exchange tours subject to Article F.1.
- (e) The maximum number of extended tours worked in any given seven (7) day period shall be five (5) and an employee shall not be required to work more than seven (7) days in a two week period. If an employee is required to work in excess of the above, she or he shall receive premium payment as set out in Article 14.03 for all such hours worked until she or he is given time off.

G.4 Introduction/Discontinuance of 2D/2N

- (a) Such Extended shifts shall be introduced into any unit when,
  - i) eighty percent (80%) of the full time nurse in the unit who vote so indicate by secret ballot, and,
  - ii) the Hospital agrees to implement the 2D/2N Extended shifts; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Such Extended shifts may be discontinued in any unit when:
  - i) fifty percent (50%) of the full time nurses in the unit 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 2D/2N extended shifts.
- (c) When written notice of discontinuance 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 discontinuance; and
  - ii) where it is determined that the 2D/2N Extended shifts will be discontinued, affected nurses shall be given ninety (90) days' notice before the schedules are so amended.
  - iii) Such ninety (90) days' notice shall follow the meeting between the parties referred to in part (i) above.

## G.5 Scheduling Regulations for 2D/2N Extended Shifts

- (a) Employees who are working a 2D/2N schedule shall be scheduled to work 4 extended shifts comprised of consecutive two day shifts and two night shifts followed by five days off.
- (b) If an employee works a fifth consecutive shift she or he will be paid time and one-half for the first four hours and double time for the remaining hours.
- (c) Employees will not be scheduled to work more than three consecutive weekends. If a nurse works a fourth weekend or a portion of a weekend, she or he will be paid as per the provisions of Article 14 and local provisions on overtime.
- (d) Employees will be scheduled three (3) weekends off in a nine (9) week schedule. Employees will receive premium pay for all weekend hours in excess of six (6) weekends off in a nine (9) week schedule.
- (e) In order to ensure 1950 paid hours per year, an employee will be scheduled additional shifts of 11.25 hours on the master rotation which will not incur premium pay and which will be split between days and nights. The nurse may request vacation or paid holidays for these shifts.
- (f) Employees will be granted either Christmas or New Years off on a rotating basis.
- (g) Paid Holidays will be incorporated into the rotation.
- (h) All other scheduling provisions of Article F shall apply, including:
  - i) posting of schedules except that the Unit schedule shall be for a nine (9) week period;
  - ii) a request for change in posted schedules;
  - iii) time off at Christmas and New Years;
  - iv) part time availability and additional shifts.
- (i) A weekend is defined as a minimum of sixty (60) hours commencing with the end of the Friday day Extended shift and ends with the commencement of the Monday day shift.
- (j) Job sharers will not be scheduled to work 2D/2N unless both job sharers agree to work this schedule.

## G.6 Job Sharing

The Association and the Hospital agree to implement a Job Sharing arrangement. This arrangement shall be limited to two (2) positions. However, this may be increased by mutual agreement of the parties.

The Hospital or the Association may terminate the Agreement with six (6) weeks

written notice.

This Memorandum will be up-dated and changed to incorporate any amendments to the Collective Agreement.

The employees involved in job sharing are covered by the provisions of the Part-time Collective Agreement, except those which are modified as listed below:

- (a) The employer shall deduct from each job sharer's pay, and remit to the Association each month, an amount equal to the regular monthly part-time dues designated by the Association.
- (b) Each job sharer will accumulate seniority according to the Part-time Collective Agreement.
- (c) Job sharing shall be initiated by the incumbent of a full-time position who wishes to enter into such an arrangement and shall require the approval of the Hospital.
  - i) If approved, the full-time employee wishing to share her position may do so without having her or his 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.
  - ii) It is understood and agreed that the arrangement is for a trial period of three (3) months where the Hospital will determine if the arrangement can work satisfactorily. Within this period either employee may return voluntarily, or be returned by the Hospital, to her or his former position.
  - iii) Where two (2) full-time employees on one unit wish to job share one (1) position, neither half will be posted provided this would create one (1) full-time position to be posted and filed in accordance with the Collective Agreement.
- (d) The normal weekly hours of work for the job shared position shall be 18.75 hours when averaged out over a six week period. Each employee will not be scheduled to work more than one-half of the normal weekly hours of work, unless mutually agreed otherwise.
- (e) Schedules shall conform with the Full-time Collective Agreement which sets out scheduling regulations.
- (f) The division of the scheduled shifts shall be determined by mutual agreement of the two employees and the Nurse Manager.
- (g) Except under extenuating circumstances, job sharers are expected to cover for their partners for absences not expected to exceed fourteen (14) calendar days due to illness or accident or other leave of absence. Job sharers will be required to cover for each other during vacation, unless mutually agreed otherwise.
- (h) If one of the job sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining

employee will revert to her or his former status. If the remaining employee was previously full-time the shared position will become her or his position. If the remaining employee was previously part-time and there is no part-time position available on the same Unit, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

## **ARTICLE H – CHRISTMAS SCHEDULING**

H.1 Requests for time off at Christmas and New Year's must be submitted no later than October 1<sup>st</sup> and the Christmas\New Year's schedule shall be posted no later than November 1<sup>st</sup> of each year.

A nurse shall normally be scheduled off for Christmas or New Year's alternating from year to year. In the event that nurses may be granted additional time off during the Christmas and the New Year's periods, time off will be granted to the nurse that has requested time off in writing, based on seniority.

The scheduling requirements listed in Article F will be waived by the Union between December 15<sup>th</sup> and January 15<sup>th</sup> in order to allow the Hospital to develop a schedule that allows all nurses to receive five (5) consecutive days off at either Christmas or New Year's. The foregoing shall not apply in those areas where the nurse scheduled to work Monday to Friday and scheduled off on paid holidays.

Nurses requesting fewer than five (5) days off must submit the request in writing to the Manager, no later than October 1<sup>st</sup>. The rotation for the Christmas and New Year's period shall be posted no later than November 1<sup>st</sup> of each year.

## **ARTICLE I – PART TIME SCHEDULING**

I.1 (a) Regular Part-time Commitment

A regular part-time nurse must be available if required by the Hospital and her commitment shall include all of the following conditions:

- i) to work three (3) weekends in six (6). For the purpose of weekend work, the Hospital shall determine and designate which weekends that will be scheduled.
- ii) to work at least six (6) seven point five (7.5) hour shifts per pay period;
- iii) for nurses working extended tours, the nurse will work a minimum of four (4) eleven point two five (11.25) hour shifts per pay period, but not less than nine (9) eleven point two five (11.25) hour shifts in six (6) weeks.
- iv) to work two (2) tours (i.e. days\evenings, days\nights, evenings\nights);

- v) to work either December 24, 25 and 26 or December 30, 31 and January 1;
- vi) to work on alternate paid holiday periods each year as identified in (v) above;
- vii) is available to be scheduled fifty-two (52) weeks per year minus their vacation entitlement but weeks must include either July or August.

I.2 Availability

- a) Part time nurses will provide availability for shifts to be scheduled to work, on specific days in the next six (6) week scheduling period, at least two (2) weeks prior to the posting of the schedule.

Additional shifts that become available after the schedule is posted will be offered based on seniority on an equitable basis within the pay period as follows to:

- i) Regular part time nurses on the unit
- ii) Regular part time 2 nurses on the unit
- iii) Casual nurse from the Unit

- b) A Part time nurse that declares their availability for any shift and later becomes unavailable for work will notify the Hospital with twenty four (24) hours notice.

I.3 Distribution of Part-time Work

- (a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time employees are utilized.
- (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional shifts to regular part-time nurses on the unit on the basis of seniority, prior to offering shifts to casual employees, subject to the following:
  - i) Nurses who wish to be considered for additional shifts must indicate their availability in the manner prescribed by the Hospital;
  - ii) A shift will be deemed to be offered whenever a call is placed;
  - iii) It is understood that the Hospital will not be required to offer shifts which would result in overtime premium pay;
  - iv) When a regular part-time nurse accepts an additional shift, the nurse must report for that shift unless arrangements satisfactory to the hospital are made;



- v) Provided they are qualified, nurses may submit their availability to work additional shifts to more than one unit, if to do so is in accordance with existing hospital practice.

I.4 Additional shifts that become available after the schedule has been posted will be offered based on seniority on an equitable basis within the pay period to regular part-time nurses on the unit who have indicated their availability, then to regular part-time nurses in other areas of the hospital who have provided their availability, then to casual nurses according to their seniority and availability.

I.5 Where a part-time nurse(s) is scheduled to work less than a normal shift (7.5 hours), Article F in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of shifts of less than 7.5 hours to a reasonable level.
- (b) No part-time nurse will be scheduled to work solely on shifts which are less than 7.5 hours in any pay period, except where such arrangements are agreed to by the nurse.
- (c) If a nurse works in excess of the scheduled (requested) hours on a short shift the nurse shall receive overtime premium of time and one half (1 ½) times the regular straight time hourly rate for the excess hours only.

I.6 Regular Part Time 2 Category

A Regular Part Time 2 nurse must be available if required by the Hospital and the commitment shall include all of the following conditions:

- i) Scheduled to work three (3) weekends in six (6) weeks. For the purposes of weekend work, the Hospital will determine the designated weekends for part time nurses on every six (6) week scheduling period.
- ii) The nurse will be expected to work a minimum of one extended tour, eleven point two five (11.25) hours in a two (2) week pay period in addition to the designated weekend shift(s) in the six (6) week scheduling period. The weekend shift(s) will be scheduled first prior to weekday shift(s) being scheduled.
- iii) The nurse will work two (2) tours day/evening or day /nights.
- iv) To be available to work shift(s) during the period of December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup> or December 30<sup>th</sup>, 31<sup>st</sup> and January 1<sup>st</sup>, each year. This period will alternate each year.
- v) Available to be scheduled fifty-two (52) weeks per year minus their vacation entitlement, but available weeks must include a minimum of four weeks during July and August.

**ARTICLE J – REASSIGNMENT GUIDELINES**

J.1 Floating Guidelines

The parties agree that in the event that a nurse is required to float from the nurse's unit to another unit for any hours, the following order will apply providing first that patient care needs are being met.

- (a) Volunteers
- (b) The least senior nurse on the unit, regardless of the nurse's status and based on the nurse's qualifications.

Staff not required to float include:

- (c) Any nurse who is new to the Hospital, for a period of three (3) calendar months from date of hire. Registered Nurses are required to work on their home unit for a period of three (3) months from their date of hire before being included in the floating guidelines.
- (d) Any nurse who is acting as a preceptor.

**ARTICLE K – VACATIONS**

K.1 The vacation year shall run from April 1<sup>st</sup> to March 31<sup>st</sup>. The date for determining vacation entitlement shall be the employee's anniversary date.

K.2 (a) It is understood that the Hospital will give consideration to the employee's preference as to the timing of her vacation, but of necessity, the Hospital must reserve the right to the final decision for the scheduling of vacation.

The vacation request list for the period of April 1<sup>st</sup> to September 30<sup>th</sup> shall be posted by February 1<sup>st</sup> and shall be removed on March 1<sup>st</sup>.

The Hospital will not entertain any changes to the vacation list once it has been removed and until the finalized list is posted on May 15<sup>th</sup>. All vacation periods will be arranged with the immediate employee manager, or her designate, with consideration given to the employee's preference on a seniority basis and to the needs of the area.

For vacation periods outside of the months of April to September employees must submit their request (4) four weeks prior to the posting of the schedule in which that vacation request falls.

(b) A week for the purpose of vacation is defined as Monday to the following Sunday.

A nurse may utilize up to three (3) weeks of vacation during the period June 15 – September 15 with two (2) of those weeks falling in the prime vacation months of July and August.

Additional weeks of vacation may be scheduled if the staffing requirements of the unit permit.

K.3 Subject to the requirements of K.2, a nurse wishing to change scheduled vacation may be permitted to do so. However, it is agreed that such nurse will not be

permitted to displace another nurse who had previously received approval for vacation for the same period of time.

Where a nurse notifies the Manager of their request to change or cancel scheduled vacation, the nurse shall be advised of the status of such request within two (2) weeks of notifying the Manager.

All vacation requests including requests to change or cancel scheduled vacation shall be submitted in writing, to the nurse's Manager.

- K.4 Vacations may not be accumulated from one year to the next and must be completed by March 31<sup>st</sup>, however, the employee may request consideration from the Executive Director who may permit the employee to carry over up to five (5) days of vacation into the next vacation year. Such permission shall not be unreasonably withheld.

**ARTICLE L – PAID HOLIDAYS**

- L.1 For the purposes of Article 15 of the Central Collective Agreement, the following are the paid holidays:

New Year's Day	Civic Holiday
Family Day (3 <sup>rd</sup> Monday in Feb)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Easter Monday	Christmas Day
Canada Day	Boxing Day

- L.2 A shift 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 shift.

- L.3 When a full-time nurse is entitled to a lieu day as provided for in the Collective Agreement Article 15, such lieu day will be scheduled at a mutually agreeable time within forty-five (45) days prior to and following the paid Holiday. Failing mutual agreement, the lieu day may be scheduled by the immediate supervisor as per Article I.4.

- L.4 A nurse may accumulate three (3) lieu days. All nurses are encouraged to take their lieu days. Once three (3) days have been exceeded, the nurse will meet with his/her manager to mutually schedule such excess days off.

In the event it is not possible to schedule time off, such excess days will be paid out.

**ARTICLE M – BULLETIN BOARDS**

- M.1 The Hospital shall provide bulletin board space for the purpose of posting Association notices. All such notices must be approved by the Bargaining Unit President or designate.

**ARTICLE N – DUES DEDUCTION LIST**

- N.1 This list shall contain the following information: Social Insurance Number, name, status (i.e. - full-time or part-time), new hires and terminations.

**ARTICLE O – PREPAID LEAVE PLAN**

- O.1 For the purposes of Article 11, of the Central Collective Agreement the maximum number of nurses, including both full-time and part-time, that may be absent at any one time under the Prepaid Leave Plan shall be one (1).

**ARTICLE P – PAY DAY**

- P.1 Pay day for employees covered by this Agreement shall be on alternate Fridays and shall be by direct deposit.

**ARTICLE Q – RETURN TO WORK**

- Q.1 The Employer will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury and who are in receipt of LTD.

There will be a designated Return to Work Group comprised of Occupational Health, the Unit Manager, the nurse, the Union and Human Resources or designate as required.

- Q.2 When it has been medically determined that a nurse 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 nurse's return to suitable work.

- Q.3 The Hospital agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

- Q.4 The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The Parties will undertake to provide a safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) A nurse participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.

- (c) A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
- (d) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (e) In order to return a worker with a disability to their pre-injury job appropriate accommodation may include, but is not limited to, modifications to the job or work station, reorganization of the work, provision of additional staff, and/or retraining of the worker in order to perform the essential duties of the pre-injury job or alternative suitable work that may become available.

Q.5 Return to Work Plan

When it has been medically determined that a nurse is ready to return to work the Hospital and the Union will meet with the affected nurse and the manager to create and recommend a return to work plan. The Plan will include developing and recommending strategies for;

- (a) Integrating accommodated workers back into the workplace
- (b) Educating employees about the legal, personal, organizational aspects of disabled workers to work
- (c) In creating a return to work plan, the Hospital, the Union and the manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to the:
  - i) Original position
  - ii) Original unit
  - iii) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement
  - iv) Alternate positions outside the original unit
- (d) In creating a return to work plan, the committee will consider the nurse's abilities and accommodation needs and if she/he is unable to return to work in accordance with Article (f) above, the committee will identify any positions in the Hospital in which the nurse may be accommodated.
- (e) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such nurse will remain on the list of nurses requiring permanent accommodation provided under Article (b) vii) until appropriate permanent accommodation has been offered.

- (f) The parties recognize that more than one (1) nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with Articles (f), (g) and (h) above, they must balance additional factors including in no particular order:
  - i) skills, ability and experience
  - ii) ability to acquire skills
  - iii) path of least disruption in the workplace
  - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce
  - v) seniority
- (g) When more than one nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in Articles (f), (g), (h) and (i) are relatively equal, seniority shall govern.
- (h) The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.

## **ARTICLE R – VIOLENCE IN THE WORKPLACE**

### R.1 (a) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that they or another person is at risk of physical and or psychological injury will be condoned in the workplace. Any nurse/employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

### (b) Violence Policies and Procedures

The Employer agrees to develop, in consultation with the joint health and safety committee or health and safety representative, formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, and support to nurses who have faced violence. The policy and procedures shall be part of the nurse's health and safety policy and written copies shall be provided to each nurse at time of hire.

Prior to implementing any changes to these policies, the Employer agrees to consult with the Union and the Joint Health and Safety Committee (JHSC).

### (c) Notification to the Union

The Employer will notify the JHSC and Union in writing of all incidents related to violence within four (4) days. For critical injuries the Employer will notify the JHSC and the Union immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

(d) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff. The Employer, in conjunction with the JHSC, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

(e) Staffing Levels to deal with Potential Violence

The Employer agrees that, where there is a risk assessment to ensure appropriate safety measures and staffing levels are in place.

(f) Training

The Employer agrees to provide training and information, developed in consultation with the JHSC, on the violence prevention and harassment policies and programs, and on prevention of violence to all employees. This training will be done during a new nurse's orientation and updated on an annual basis for all nurses.

(g) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support that are available to help nurses recover from such incidents.

(h) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the nurse's personal property, such as eyeglasses, contact lenses or other prosthesis, etc ripped uniforms, personal clothing, as a result of being assaulted while performing work.

The nurse will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period.

R.2 Staffing Levels to deal with Patient Handling Hazards

The Employer agrees that, where there is a risk of injury due to patient handling hazards, as determined by an Employer risk assessment conducted with a worker member of the JHSC selected by the worker members on the JHSC, an adequate level of trained nurses, as identified by the risk assessment, must be present.

R.3 WSIB Surcharge Rebate Info

The Employer shall provide the Joint Health and Safety Committee with all information about surcharges and/or rebates from WSIB under their NEER program.



SIGNING PAGE

DATED AT Carleton Place, ONTARIO, THIS 17<sup>th</sup> DAY OF November, 2016.

**FOR THE EMPLOYER:**

'Kevin Latimer'

'Jennifer Lindsay'

'Laura Scissons'

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**FOR THE UNION:**

'Anita Henson'  
Labour Relations Officer

'Mark Gormley'

'Karine Merkley'

\_\_\_\_\_

Between:

**CARLETON PLACE AND DISTRICT MEMORIAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Self Scheduling

Where the parties agree to the use of self-scheduling for full-time or part-time nurses on a unit, the following will apply:

Eighty percent (80%) of the full-time or regular part-time nurses on the unit must indicate by secret ballot their willingness to participate prior to commencement of a trial of self-scheduling. This vote will be conducted by the Union and Management on the Unit.

A trial of self-scheduling shall run for a six (6) month period after which full-time or regular part-time nurses will indicate by eighty (80%) percent vote, by secret ballot their willingness to continue using self scheduling.

When a group of nurses adopts self-scheduling as a trial or on a permanent basis, all nurses in the group on the unit will be required to participate in self-scheduling.

Employees participating in self-scheduling shall be responsible for scheduling their hours of work, including paid holidays and lieu days.

The completed schedule shall be submitted to the Manager or designate of the Unit for review and approval, to ensure that appropriate coverage is maintained, at least two (2) weeks in advance of the required posting time. The Manager must approve the schedule and such approval shall not be unreasonably withheld.

Self-scheduling, including all scheduling guidelines, shall comply with all the provisions of the Collective Agreement in all respects.

The parties will agree to all guidelines related to self-scheduling prior to the implementation of self-scheduling on any unit.

- i) Cancellation of the self-scheduling by either the Hospital or the Union shall be with ninety (90) days written notice to the other.
- ii) The cancellation of self-scheduling by the Hospital will not be for reasons which are arbitrary, discriminatory or in bad faith.
- iii) Self-scheduling may be discontinued in a unit when fifty percent (50%) of the nurses in the group on the unit so indicate by secret ballot. This vote will be conducted by the Union and Management on the Unit.

Self Scheduling Guidelines

### Fixed Rules

While self scheduling is in place there will be a facilitator assigned that will coordinate the process. Members wishing to facilitate must submit their names in writing to the Manager and copy the Union. The facilitator assigned will be rotated based on the number of members willing to facilitate the Self Scheduling process.

The self scheduling rotation must adhere to the following:

- 1) All members' rotations will comply with the Collective Agreement scheduling provisions.
- 2) The rotation will not result in any additional costs to the Employer including pre scheduling of overtime premium.
- 3) The final approval of the rotation will be done by the Manager.
- 4) The entire group of Nurses must agree to self scheduling for a period of not less than six (6) months by secret ballot vote, as per the Collective Agreement.
- 5) The rotation must cover all the Unit's staffing needs.
- 6) The finalized rotation will be posted in accordance with the time lines in the Collective Agreement.
- 7) Job Share positions will not be included in Self Scheduling, because the Job Sharing position should follow a full time schedule /rotation.

### Scheduling Requirements

- 1) The facilitator will be required to identify the available shifts to be self scheduled. The number of days, shifts and weekend shifts will be identified that require coverage. A chart will be created identifying the shifts to be covered to ensure staff have selected the required number of shifts designated to be covered.
- 2) There will be equal distribution of all available hours as entire shifts including shift work and weekend hours as required e.g. a full extended shift will be scheduled, not portions of the extended shift.
- 3) The nurses self scheduling will select their work hours on a rotational basis.
- 4) The nurses will have their weekends designated and will be required to pick up weekend shifts on their designated weekends, prior to other staff being required to be scheduled weekend hours.
- 5) Available weekend shifts will be self scheduled by nurses, and a minimum of two shifts must be scheduled on the weekend (minimum of two entire shifts) if the shifts are required to be covered.
- 6) Staff will pick their hours in a designated time frame or at a group meeting.
- 7) The Unit's self scheduling staffing requirements will include all known leaves, vacation and requests for time off.
- 8) The selection of shifts will be based on a six (6) week rotation unless otherwise agreed to by the parties.
- 9) All nurses will select the assigned shifts based on their employment commitment prior to additional shifts being assigned.
- 10) Once the required shifts have been assigned and approved by the Manager, staff may arrange changes /switches to the finalized rotation.
- 11) Extra shifts will be assigned as per the Collective Agreement.

DATED AT Carleton Place, ONTARIO, THIS 17<sup>th</sup> DAY OF November, 2016.

**FOR THE EMPLOYER:**

'Kevin Latimer'

'Jennifer Lindsay'

'Laura Scissons'

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**FOR THE UNION:**

'Anita Henson'  
Labour Relations Officer

'Mark Gormley'

'Karine Merkley'

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**CARLETON PLACE AND DISTRICT MEMORIAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Excess Hours of Work

The Parties agrees that the Employer may exceed the hours of work limitations set out in Section 17(1) (b) of the Employment Standards Act (ESA), 2000, but only for the following purpose and to the following extent:

- (a) The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule over a standard of a six (6) week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time Nurses or two hundred and twenty five hours (225) hours in a six (6) week period. Part time Nurse's will be scheduled no more than seventy five (75) hours in two weeks period.
- (b) The Union agrees to average such scheduled hours over the same six (6) week period for the purpose of determining the Nurse's entitlement, if any, to overtime pay under Section 22 of the Act. This agreement does not apply to any combination of hours which includes hours not on the master rotations or schedules. Nothing in this agreement would disentitle Nurses to ESA overtime for any additional hours worked that week. Nothing else in this agreement affects a Nurse's rights under Section 22.
- (c) The master rotations or schedules referred to above must be approved by the Union and the Nurses working in the relevant Unit at the time the rotation or schedule is introduced.
- (d) The Union agrees that Nurses may be asked to work more than their regular scheduled hours in a work day despite the limits set out in Section 18 (1), (2), (3) and (4) of the Act. Each Nurse has the right to refuse the request to work beyond the limits in Section 18 (1) (2) and (3) and (4) subject to the emergency provisions of Section 19 of the Act.
- (e) The Union agrees that a Nurse may be asked to work hours which provide less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceeds 13 hours. Each Nurse has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (f) The Union agrees that Nurses may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than forty eight (48) hours in a week, up to a limit of sixty (60) hours in a

week. Each Nurse has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.

With the exception of allowing the averaging of weekly hours for the purpose of determining the Nurse's entitlement, if any, to overtime pay under Section 22 of the Act this agreement shall not be interpreted to disentitle a Nurse to any other premium payment under any other provision of the Collective Agreement.

DATED AT Carleton Place, ONTARIO, THIS 17<sup>th</sup> DAY OF November, 2016.

**FOR THE EMPLOYER:**

'Kevin Latimer'

'Jennifer Lindsay'

'Laura Scissons'

\_\_\_\_\_

**FOR THE UNION:**

'Anita Henson'  
Labour Relations Officer

'Mark Gormley'

'Karine Merkley'

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**CARLETON PLACE AND DISTRICT MEMORIAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Time off between Scheduled shift

The Parties agree that in following Units, there are scheduled shift(s) which may result in reduced time off between scheduled shift(s) in accordance with Articles F.4. The Unit(s) that may be impacted include the Operating Room, Ambulatory Care, Post Anesthesia Care Unit and Telemedicine.

In these above noted Units, the Nurses may not be provided with sixteen (16) hours off between scheduled shifts in accordance with Article F.4, which the staff have agreed to be acceptable.

In the Emergency Department and on the Medical /Surgical Units that have extended tour eleven point five (11.25) hours Schedules, nurses are usually provided with twelve (12) hours off between scheduled shifts. Nurses in these Units will be provided with no less that twelve (12) hours between any normally scheduled shifts.

The Employer agrees to provide the Union with copies of the Schedules for these Units upon request and if there are any proposed Schedule changes for these Units.

DATED AT Carleton Place, ONTARIO, THIS 17<sup>th</sup> DAY OF November, 2016.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

'Kevin Latimer'

'Anita Henson'  
Labour Relations Officer

'Jennifer Lindsay'

'Mark Gormley'

'Laura Scissons'

'Karine Merkley'

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