

COLLECTIVE AGREEMENT

between

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

and

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

April 1, 1996 - March 31, 1998

L-1

APPENDIX 3 - SALARY SCHEDULE
APPENDIX 4 - SUPERIOR CONDITIONS
APPENDIX 5 - LOCAL PROVISIONS

between

CAMPBELLFORD MEMORIAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

FULL TIME AND PART TIME

April 1, 1996 - March 31, 1998

L-2

INDEX

APPENDIX 3 - SALARY SCHEDULE L-3

APPENDIX 4 - SUPERIOR CONDITIONS..... L-4

APPENDIX 5 - LOCAL PROVISIONS..... L-6

ARTICLE A - RECOGNITION..... L-6

ARTICLE B - MANAGEMENT FUNCTIONS..... L-6

ARTICLE C - COMMITTEES AND REPRESENTATIVES..... L-7

 Nurse Representatives L-7

 Grievance Committee..... L-7

 Negotiating Committee..... L-7

 Hospital-Association Committee..... L-7

ARTICLE D - SCHEDULING REGULATIONS..... L-8

 Extended Tours L-10

ARTICLE E - VACATIONS (EARNED LEAVE)..... L-11

 Vacation Pay L-12

ARTICLE F - PAID HOLIDAYS L-12

ARTICLE G - BULLETIN BOARDS..... L-13

ARTICLE H - MISCELLANEOUS L-13

ARTICLE I - SICK LEAVE..... L-13

ARTICLE J - LEAVE OF ABSENCE..... L-14

ARTICLE K - PREPAID LEAVE L-14

ARTICLE L - NURSE ABUSE L-14

ARTICLE M - WORKERS' COMPENSATION AND REINSTATEMENT..... L-14

MEMORANDUM OF UNDERSTANDING

 Scrub Dresses L-16

MEMORANDUM OF UNDERSTANDING

 Job Sharing L-17

L-3

APPENDIX 3 - SALARY SCHEDULE

FULL TIME NURSES- MONTHLY AND HOURLY RATES

CAMPBELLFORD MEMORIAL HOSPITAL

	JAN. 1, 1996		APRIL 1, 1997	
	Monthly	Hourly	Monthly	Hourly
<u>Registered Nurse</u>				
Start	2915.25	17.94	2973.75	18.30
After 1 Year	3061.50	18.84	3123.25	19.22
After 2 Years	3183.38	19.59	3246.75	19.98
After 3 Years	3350.75	20.62	3417.38	21.03
After 4 Years	3516.50	21.64	3586.38	22.07
After 5 Years	3683.88	22.67	3757.00	23.12
After 6 Years	3891.88	23.95	3969.88	24.43
After 7 Years	4099.88	25.23	4181.13	25.73
After 8 Years	4307.88	26.51	4394.00	27.04
After 9 Years	4517.50	27.80	4608.50	28.36
<u>Graduate Nurse</u>				
Start	2814.32	17.32	2871.38	17.67
After 1 Year	2958.58	18.21	3019.25	18.58
After 2 Years	3078.30	18.94	3139.50	19.32
After 3 Years	3309.47	20.37	3376.75	20.78
After 4 Years	3439.91	21.17	3508.38	21.59
<u>Head Nurse</u>				
Start	3115.74	19.17	3178.50	19.56
After 1 Year	3267.78	20.11	3334.50	20.52
After 2 Years	3393.85	20.89	3462.88	21.31
After 3 Years	3568.83	21.96	3640.00	22.40
After 4 Years	3738.01	23.00	3812.25	23.46
After 5 Years	3912.72	24.08	3991.00	24.56
After 6 Years	4128.27	25.40	4210.38	25.91
After 7 Years	4345.29	26.74	4431.38	27.27
After 8 Years	4565.57	28.10	4657.25	28.66
After 9 Years	4788.17	29.47	4884.75	30.06

ti-4

APPENDIX 4 - SUPERIOR C**FULL TIME**

1. A nurse classified as a Head Nurse, who **has less** than one (1) year of continuous service **in** the classification as of December **31st**, shall receive a vacation **calculated at one and two-thirds (1-2/3)** days per month **for** each completed month of service **in the** classification. **with** pay, at the **regular straight time hourly rate**. Where **the** Head Nurse is a new employee in her **first** year of employment, she shall be advanced one (1) week's vacation entitlement, if so requested, **after six (6) months' service with the Hospital**.
2. A nurse classified as a Head Nurse who **has one (1) year** or more of continuous service **In** the classification as of December **31st of any year**, shall be entitled to a vacation of twenty (20) working days **with** pay, **at her regular straight time hourly rate**.
3. A nurse classified as a Head Nurse who has **completed** seven (7) years of continuous service **in the** classification, or twelve (12) years of continuous service **with the Hospital** as of December **31st** of any year, shall be entitled to a vacation of **twenty-five (25) working days with pay at her regular straight time hourly rate**, **Notwithstanding the foregoing**, nurses employed after August **11, 1982**, shall become entitled to **twenty-five (25) working days with pay** following **the** completion of twenty (20) years of continuous service **as of December 31st** of any year.
4. **A nurse who has completed twelve (12) years or more of continuous service, as of December 31st of any year**, shall be entitled to a vacation of **twenty-five (25) working days with pay at her regular straight time hourly rate**. **Notwithstanding the foregoing, nurses employed after August 11, 1980, shall receive vacation as set out in Article 16.**

PART TIME

1. Effective for the vacation time earned to December **31, 1980**, and subsequent vacation years, a regular part-time nurse who **has a minimum** of one (1) year of continuous **service**, shall be granted **three (3) weeks** vacation **time off annually**. Vacation pay on **earnings to December 31st**, shall **be** paid at four (4%) percent for the first two hundred (200) hours of work, and **six (6%) percent thereafter** for part-time nurses.

In the year following completion of six hundred (600) hours, a nurse will be granted four (4) weeks vacation time off annually, **with** vacation pay at **eight (8%) percent** of earnings.

L-5

In the year following completion of twenty-four hundred (2400) tours, a nurse will be granted five (5) weeks vacation time off annually, with vacation pay at ten (10%) percent of earnings.

L-6

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 Head Nurse, or 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 this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) To maintain order, discipline and efficiency; and to establish and from time to time alter, reasonable rules and regulations to be observed by the nurses. Such 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,
- (b) To direct the working forces and to decide on the number of nurses needed by the Hospital at any time, and to decide on the use of new or improved or changed methods and equipment.

L-7

- (c) To hire, discharge, rehire, transfer, promote, demote, layoff, suspend or otherwise discipline nurses, provided that a claim of unjust promotion, demotion, transfer, layoff or suspension or a claim that a nurse has been discharged or disciplined unjustly, may be the subject of a grievance and dealt with as hereinafter provided,

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 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.

L-8

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 hours shall be scheduled off between tour changes, without consent,
- (c) Schedules will be posted no less than fourteen (14) days in advance and will cover a minimum period of four (4) weeks,
- (d) No split shifts.
- (e) Nurses will not normally be scheduled to work more than seven (7) consecutive days,
- (f) No less than six (6) consecutive tours 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.
- (h) No split days off shall be scheduled unless by mutual consent (full-time only).
- (i) There shall be an equitable distribution of shift work assigned to nurses in any unit of the Hospital (full-time only).
- (j) 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).
- (k) 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).

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 hours 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).

L-9

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, 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 31st and January 1st.

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, 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 31st and January 1st.

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

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:

- 1) Such weekend has been worked by the nurse to satisfy specific days off, requested by such nurse; or
- 2) Such nurse has requested weekend work; or
- 3) Such weekend is worked as a result of an exchange of shifts with another nurse,
- 4) A weekend is denned 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. This process will take the form of a scheduling committee consisting of equal numbers from the Association and the Hospital,

D.6 Applies to part-time nurses only:
All regular part time nurses, on an equitable basis and provided the nurse is qualified to perform the available work, shall be scheduled up to their committed hours before any casual part time nurses are utilized.

L-10

When regular part time nurses have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part time nurses based on seniority and provided the nurse is qualified to perform the available work. All of the above is subject to the following:

- (i) The commitment for regular part time Nurses shall be forty-five (45) hours in a two (2) week period, as designated 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) Nurses must submit their availability to work in accordance with existing Hospital practice.

D.7 Having regard for the efficient operation of the Hospital and the requirements of patient care, where all other things are equal, the Hospital will endeavour to distribute shifts among casual part-time nurses on an equitable basis.

D.8 Extended Tours

- (1) Extended hours 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.
- (2) 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

L-11

(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;

(3) 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.

E - 11 E

E.1 For the purpose of calculating eligibility, the vacation year shall be the calendar year.

E.2 Where a Head Nurse is a new employee in her first year of employment, she shall be advanced one week's vacation entitlement, if so requested, after six (6) months' service with the Hospital.

E.3 Nurses requests for a vacation period shall be forwarded to Nursing Office by April 15th, for the period of May 15 to September 15th of each year. Vacation schedules shall be posted by May 15th of each year. Vacation requested to be taken after September 15th shall be requested at least three (3) weeks prior to the period of vacation, and shall be posted and finalized seven (7) days after the request has been submitted. These approved vacation schedules shall not be changed unless mutually agreed to by the nurse and the Hospital.

Where two or more nurses request the same period of vacation, and the Hospital is unable for the number of nurses off at the same time, then seniority of the nurses concerned shall be the deciding factor,

E.4 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,

L-12

- E.5 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.7 below. Vacation may commence on any day of the week. Vacation requests will not be unreasonably denied.
- E.6 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 (paid-time only).
- E.7 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.8 A nurse may take up to five (5) days of her vacation in single days.

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	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,

L-13

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,

ARTICLE I - SICK LEAVE

- I.1 Applies to full-time nurses only:

Nurses claiming sick pay benefits will observe the following procedures:

- (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,

L-14

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 (he Association shall be submitted to the Hospital in writing, by the President of the Local Association of 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 seven (7) 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.

AR 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, with the nurse's consent, 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 Local President of the names of all nurses who go off work due to a work related injury or when an employee goes on LTD.

L-15

- 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 Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

DATED AT CAMPBELLFORD THIS 5th DAY OF June 1999.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Russ D.

C. Dever ONA

Jan. Spurrill

My. Nelson

Alfred Lamberson

L-16

MEMORANDUM OF UNDERSTANDING

between

CAMPBELLFORD MEMORIAL HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

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

DATED AT CAMPBELLFORD, Ontario, this 15th day of June 1999.

ON BEHALF OF CAMPBELLFORD
MEMORIAL HOSPITAL

ON BEHALF OF THE ONTARIO
NURSES' ASSOCIATION

[Signature]

[Signature]

[Signature]
[Signature]

[Signature]

L-17

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between

CAMPBELLFORD ~~MEMORIAL~~ HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

The Parties will meet during the term of this Collective Agreement to develop guidelines for job sharing.

DATED AT CAMPBELLFORD, Ontario, this 25th day of June 1999.

ON BEHALF OF CAMPBELLFORD
MEMORIAL HOSPITAL

ON BEHALF OF THE ONTARIO
NURSES' ASSOCIATION

Russ D...

La d

Kelly ...

CO Debra ...

Janice ...

Allyson ...