

39 empl.

SOURCE	Union		
WAGES	910401		
TERM.	930331		
No. OF EMPLOYEES	39		
NOMBRE D'EMPLOYÉS	39		

**FULL-TIME COLLECTIVE AGREEMENT**

between

**HAWKESBURY AND DISTRICT GENERAL HOSPITAL  
(Hereinafter referred to as the "Hospital")**

and

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

*Expiry: March 31, 1993*

FEB -2 1995

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APPENDIX 3 - SALARY SCHEDULE

FULL-TIME NURSE - HOURLY & MNF \_\_\_\_\_

	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
START	1 YR.	2 YRS.	3 YRS.	4 YRS.	5 YRS.	6 YRS.	7 YRS.	8 YRS.	9 YRS.

EFFECTIVE APRIL 1, 1991

ASSISTANTS

18.22	19.31	19.85	20.92	21.89	22.80	23.77	24.74	25.60	26.47
2960.75	3137.88	3225.63	3399.50	3557.13	3705.00	3862.63	4020.25	4160.00	4301.38

EDUC. COUNSELLOR & PSYCHIATRIC NURSE COUNSELLOR

18.10	19.12	19.60	20.56	21.60	22.34	23.20	24.07	24.92	25.76
2941.25	3107.00	2185.00	3341.00	3510.00	3630.25	3770.00	3911.38	4049.50	4186.00

REGISTERED NURSE

16.81	17.71	18.10	18.97	19.74	20.51	21.28	22.05	22.82	23.59
2732.17	2877.67	2941.67	3083.33	3208.33	3333.33	3458.33	3583.33	3708.33	3833.33

GRADUATE NURSES

16.23	17.11	17.50	18.38	19.05
2637.38	2780.38	2843.75	2986.75	3096.13

2

APPENDIX 3 - SALARY SCHEDULE

FULL-TIME NURSE - HOURLY & MONTHLY RATES

EFFECTIVE OCTOBER 1, 1991

ASSISTANTS

18.22	19.31	19.85	20.92	22.18	23.10	24.06	25.31	26.47	27.62
2960.75	3137.88	3225.63	3399.50	3604.25	3753.75	3909.75	4112.88	4301.38	4488.25

EDUC. COUNSELLOR & PSYCHIATRIC NURSE COUNSELLOR

18.10	19.12	19.60	20.56	21.88	22.62	23.48	24.64	25.76	26.89
2941.25	3107.00	3185.00	3341.00	3555.50	3675.75	3815.50	4004.00	4186.00	4369.63

REGISTERED NURSE

16.81	17.71	18.10	18.97	20.00	20.77	21.54	22.56	23.59	24.62
2732.17	2877.67	2941.67	3083.33	3250.00	3375.00	3500.00	3666.67	3833.33	4000.00

GRADUATE NURSE

16.23	17.11	17.50	18.29	19.85
2637.38	2780.38	2843.75	2972.13	3063.13

APPENDIX 3 - SALARY SCHEDULE

FULL-TIME NURSE - HOURLY RATES

<u>START</u>	<u>AFTER</u> <u>1 YR.</u>	<u>AFTER</u> <u>2 YRS.</u>	<u>AFTER</u> <u>3 YRS.</u>	<u>AFTER</u> <u>4 YRS.</u>	<u>AFTER</u> <u>5 YRS.</u>	<u>AFTER</u> <u>6 YRS.</u>	<u>AFTER</u> <u>7 YRS.</u>	<u>AFTER</u> <u>8 YRS.</u>	<u>AFTER</u> <u>9 YRS.</u>
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EFFECTIVE APRIL 1, 1992

ASSISTANTS

18.22	19.31	20.25	21.50	22.75	23.95	25.49	27.04	28.48	29.92
2960.75	3137.88	3290.63	3493.75	3696.88	3891.88	4142.13	4394.00	4628.00	4862.00

EDUC. COUNSELLOR & PSYCHIATRIC NURSE COUNSELLOR

18.10	19.12	19.99	21.13	22.44	23.45	24.87	26.31	27.71	29.12
2941.25	3107.00	3248.38	3433.63	3646.50	3810.63	4041.38	4275.38	4502.88	4732.00

REGISTERED NURSE

16.81	17.71	18.46	19.48	20.51	21.53	22.82	24.10	25.38	26.66
2732.17	2877.67	3000.00	3166.67	3333.33	2500.00	3708.33	3916.67	4125.00	4333.33

GRADUATE NURSE

16.23	17.11	17.84	18.88	19.53
2637.38	2780.38	2900.00	3068.00	3174.00

APPENDIX 4

SUPERIOR CONDITIONS AWARDED BY THE CENTRAL ARBITRATION BOARD

DATED OCTOBER 23, 1981

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Clause #  
Central

Applicable Clause From Existing Collective Contract  
(Full-time) Agreement

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- |            |       |  |
|------------|-------|--|
| 5 Note     | 7.01  | The dues deducted will be forwarded to the Association each month together with a list showing names and Social Insurance Numbers of the nurses on whose behalf such deductions have been made. In addition, the Hospital will provide the address of a nurse once upon hiring.  |
| 10.04 Note | 12.05 | Nurses presently enjoying the accumulation of seniority for greater periods shall continue to receive such seniority benefits while employed by the Hospital.<br><br>(a) Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:<br><br>(ii) when in receipt of Workmen's Compensation Board payments for a period up to twelve (12) calendar months;   |
| 12.02      | 22.04 | The Hospital agrees to cash out on 12.03 termination of the nurses' employment, available sick leave credits up to a maximum of one hundred and fifty days (150) at the nurse's per diem rate of pay on termination as follows:<br><br>(a) One hundred percent (100%) of all sick leave credits in her bank accumulated up to December 31, 1972 and remaining in her bank shall be paid out.<br><br>(b) All sick leave credits in her bank accumulated since January 1, 1973 and unused shall be paid out as follows:<br><br>(i) after twenty (20) consecutive years of service in the Hospital - 100% |

(ii) after fifteen (15) consecutive years of service in the Hospital - 80%

(iii) after ten (10) consecutive years of service in the Hospital - 60%

(iv) less than ten (10) consecutive years of service in the Hospital - 50%

For nurses hired subsequent to November 23, 1979 this provision shall be amended to read - after five (5) consecutive years of service with the Hospital - fifty percent (50%).

16 Note      20.01      Nurses who presently enjoy better vacation benefits shall continue to receive such better benefits while employed by the Hospital.

(c) All full-time Head Nurses and Supervisors and the Inservice Co-ordinator shall be entitled to vacation with pay based on length of continuous service as of their anniversary date, as follows:

(i) Less than twenty years of continuous service - an annual vacation of four (4) weeks with pay at their regular rate.

(ii) More than twenty years of continuous service - an annual vacation of five (5) weeks with pay at their regular rate.

19.09      24.07      Nurses shall receive recognition for educational preparation:

(a) For a course in Nursing Unit Administration (CHA\CNA) -\$15.00 monthly

(b) For a one year university certificate or diploma in nursing -\$40.00 monthly

(e) For a Bachelor's Degree -\$80.00 monthly

Staff Registered nurses hired after November 23, 1979 shall receive the above educational allowances when utilizing the additional preparation in the position held.

APPENDIX 5

To The

COLLECTIVE AGREEMENT

Between

HAWKESBURY AND DISTRICT GENERAL HOSPITAL  
(hereinafter referred to as the "Hospital")

And

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

FULL-TIME UNIT

- Article A - Recognition
- Article B - Management Function
- Article C - Association Representation
- Article D - Leave of Absence - Association Business  
(Local)
- Article E - Hours of Work - Scheduling
- Article F - Paid Holidays
- Article G - Vacation
- Article H - General

ARTICLE A - RECOGNITION

- A. 1        The Hospital recognizes the Association as the exclusive bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity at the Hawkesbury and District General Hospital save and except the Director of Nursing, Unit Coordinator and persons above the rank of Director of Nursing and part-time nurses.
- A. 2        The word "nurses" when used in this agreement shall mean persons included the above-described Bargaining Unit.

ARTICLE B - MANAGEMENT RIGHTS

- B. 1        The Association recognizes that the Management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off and recall, suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hour of work, work assignment, methods of doing the work, and the working establishment for the service;
  - (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
  - (e) discuss with the Association, make, enforce and alter from time to time reasonable rules and



regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

- C.1 The Hospital will recognize nurse representatives as elected or appointed by the Local Association, up to a maximum of seven (7).
- C.2 There will be a Grievance Committee of three (3) nurses.
- C.3 There will be a Negotiating Committee not to exceed three (3) nurses which shall represent full-time and part-time nurses.
- C.4 There will be a Hospital-Association Committee composed of three (3) representatives from the Association and three from the Hospital.
- C.5 The Hospital will arrange with the President of the local Association or her designate the scheduling of interviews with newly hired nurses.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL)

- D.1 Leave of absence for local Association business shall be given to an aggregate maximum of forty-five (45) working days during any calendar year provided:
- (a) Five days is given to the Hospital.
  - (b) Not more than three (3) nurses shall be absent on such leave at the same time.
  - (c) Not more than one (1) nurse from a specialty area (ie. OR, ER, Special Care) will be absent on such leave at the same time.
- D.2 Prepaid Leave Plan

The number of nurses that may be absent at any one time will be 2 per unit (i.e. 2 nurses on the east wing, 2 nurses on the west wing, 2 nurses on the north wing, 2 nurses on the E.R. O.R. unit).

ARTICLE E - HOURS OF WORK - SCHEDULING

E.1 The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules:

- (a) one (1) week-end off in two (2);
- (b) no split shifts;
- (c) a nurse will be scheduled off work for not less than six (6) consecutive days at either Christmas or New Year's season except in areas which are not normally required to work on weekends and paid holidays;
- (d) nurses will not normally be scheduled to work more than six (6) consecutive days. A nurse will receive premium pay for all hours worked on the seventh and subsequent tours except where:
  - i) such tour has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such tour is worked as the result of an exchange of shifts with another nurse.
- (e) the scheduling objectives may be waived during the period December 20 to January 5;
- (f) no less than twenty-four (24) hours shall be scheduled off between tour changes;
- (g) schedules will be posted two (2) weeks in advance;
- (h) subject to staffing requirements, a nurse who is not normally scheduled to work steady afternoons or nights will work at least 50% of her time on the day shift;

Full time nurses working on rotation will only work days and evenings or days and nights unless mutually agreed otherwise.

- (i) subject to staffing requirements, a nurse will not be scheduled to work more than two weeks consecutively on nights unless she is assigned on nights at her own convenience;

- (j) a nurse will not normally be required to change her tour of duty more than once in a one week period;
- (k) four (4) days off shall be scheduled every fourteen (14) days. In any two week period at least two (2) consecutive days off must be scheduled. The remaining two days off may be split by mutual consent.
- (1) the normal meal periods shall be as follows:
  - Lunch between 11:30 and 13:30
  - Diner between 17:30 and 18:45.

E.2 A full-time nurse will receive premium pay according to 14.03 for all hours worked on third and additional, if any, consecutive and subsequent weekends, save and except where:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.

E.3 Overtime

Lieu time off will be granted within ninety (90) days after the date on which the premium payment is earned unless otherwise mutually agreed.

Lieu time off shall not be accumulated beyond 75 hours.

E.4 Operating Room nurses shall not be assigned to other than day tours, Monday through Friday, when work is not available in the Operating Room unless otherwise mutually agreed. Nurses may be required to work in another department, if the nurses are unable to mutually agree then it will be done on a rotating basis starting with the most junior nurse.

E.5 Extended Tours

- (1) Extended tours shall be introduced into any unit when:

- (a) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
  - (b) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (2) Extended tours may be discontinued in any unit when:
- (a) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
  - (b) the Hospital because of:
    - (i) adverse effects on patient care;
    - (ii) inability to provide a workable staffing schedule:
- states its intention to discontinue the extended tours in the schedule.
- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - (b) where it is determine that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (4) The following regulations shall govern the scheduling of work for nurses working extended tours:
- (a) the Employer shall endeavour to ensure each employee every second weekend off:
  - (b) Employees will not normally be required to work more than four (4) consecutive days:
  - (c) all other scheduling regulations which apply to nurses working the regular daily tour as provided in Article E.1 and E.2 inclusive.

- E.6 The following is for information purposes only and shall not constitute in any way a guarantee of a minimum number of hours per tour. It is generally recognized that at the Hawkesbury General Hospital the normal day shall be separated in 3 shifts. The first shift shall begin at 23:30 hours and the last shift shall finish at 23:30 hours.

ARTICLE F - PAID HOLIDAYS

- F.1 The designation of holidays under Article 15.01 is as follows:

New Year's Day  
January 2nd  
2nd Monday in Feb. or Heritage Day if proclaimed  
Good Friday  
Victoria Day  
Canada Day (July 1st)  
Civic Holiday (August)  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

- F.2 Lieu days off shall be scheduled at a mutually agreeable time.
- 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.

ARTICLE G - VACATION

- G.1 All full-time staff shall be entitled to vacation with pay based on length of continuous service as of their anniversary date.
- G.2 (a) Vacation may be taken at any time during the calendar year except between December 20 and January 4 of the following year. A nurse may carry five (5) days of her\his vacation into the first quarter of the next vacation year. Selection of vacation periods will be in accordance with seniority and subject to the Hospital's requirements as to the sufficient availability of staff. Vacation quotas shall not

be unduly restrictive and vacations shall not be unreasonably withheld. The Hospital will endeavour to grant time off to at least one full-time and one part-time nurse simultaneously per unit (E.R., O.R., Special Care, West Wing, Paediatrics, East Wing, Obstetrics, North Wing).

- (b) Vacation preferences will be submitted by the nurse to the Immediate Supervisor in writing by March 31. The Hospital shall post an approved vacation schedule for each unit by April 30.
- (c) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- (d) A nurse may receive her vacation pay prior to the commencement of her vacation if requested in writing at least two (2) weeks prior to the commencement of her vacation.
- (e) If a nurse requests that her vacation be split she shall not be required to take her vacation days consecutively.

#### ARTICLE H - GENERAL

- H.1 Seniority lists shall be posted by the Hospital in the month of January (and in July if requested by the Association) and a copy will be sent to the local Association.
- H.2 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by a member of the Association executive and submitted to the Director of Personnel for approval prior to being posted and such approval shall not be unreasonably withheld.
- H.3
  - (a) The Hospital shall pay its nurses every second Thursday.
  - (b) The Hospital shall pay its nurses by cheque, bank deposit or under envelope and the following information shall be inscribed thereon; initials of the wage-earner, date of the pay period, deductions made, and the number of working hours both regular and overtime. The cumulative salary

and deductions since the beginning of the calendar year should also be included.

- c) In the event of any omission of \$25.00 or more on a nurse's pay cheque due to an error on the part of the Employer, the Employer shall endeavour to make any correction within 3 days of the issuance of her regular pay day.

H.4 This Agreement will be translated in french and a copy will be issued to all nurses now employed and as employed in either french or english.

The cost of the translation and the printing will be paid on an equal basis by the Hospital and the Association.

Both the french and english versions of this agreement shall be recognized as the official texts.

ARTICLE I - WORKER'S COMPENSATION AND REINSTATEMENT

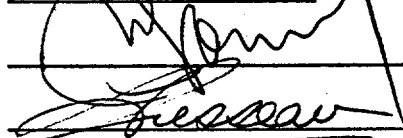
I.1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury or when a nurse goes on to Long Term Disability.

I.2 Prior to any nurse returning to work on a Modified Work Program, the Hospital will notify and meet with the nurse and the applicable Ontario Nurses' Association Health and Safety Representative to discuss the circumstances surrounding the employee's return to suitable work.

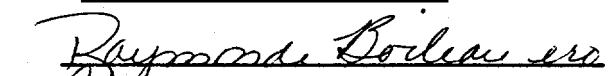
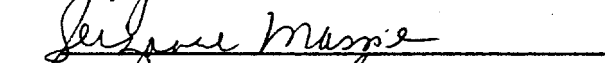
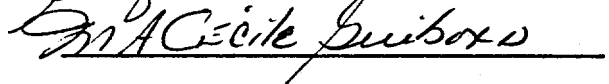
I.3 The Hospital agrees to provide the local president with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

Dated at Holt, Ont., this 19 day of Sept 1994.

FOR THE HOSPITAL

  
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FOR THE ASSOCIATION

  
  
  
\_\_\_\_\_  
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LETTER OF INTENT

Between

HAWKESBURY DISTRICT HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

The parties agree to establish an Ad Hoc Committee to study the concept of self-scheduling.

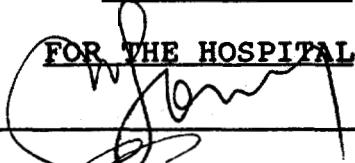
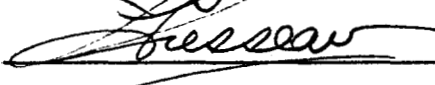
The committee shall establish guidelines which are in accordance with the terms and conditions of the Collective Agreement. Those guidelines will be submitted to both parties for perusal.

If an agreement is reached and it is possible, an attempt will be made to test the concept.

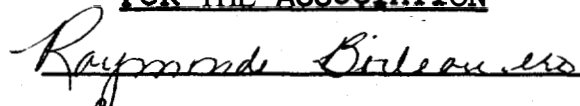
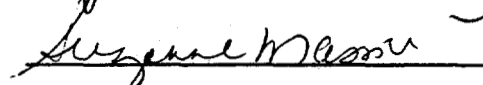

It is understood that this Letter of Intent is for a limited time only and shall become null and void on March 31, 1993.

Dated at H6K, Ont. this 19 day of Sept, 1994.

**FOR THE HOSPITAL**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE ASSOCIATION**

  
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LETTER OF INTENT

Between

HAWKESBURY GENERAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

JOB SHARING

If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. 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 Head Nurse of the Unit.
3. The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
6. Coverage:
  - (a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) 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 negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

7. 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 Agreements.
8. 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.
9. 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 reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

