

COLLECTIVE AGREEMENT

Between:

**ARNPRIOR & DISTRICT MEMORIAL HOSPITAL
(Hereinafter referred to as the "Hospital")**

And:

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

Expiry Date: March 31, 2004

ENTERED

ARNPR01.C04

APPENDIX 3 - SALARY SCHEDULE
(Hourly rate)

START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS	8 YEARS
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RE NURSE

April 1, 2001

21.12	21.95	23.10	24.25	25.40	26.83	28.26	29.71	31.45
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April 1, 2002

21.75	22.61	23.80	24.97	26.16	27.64	29.11	30.60	32.71
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April 1, 2003

22.44	23.33	24.56	25.77	27.00	28.52	30.04	31.58	33.75
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APPENDIX 3 - SALARY SCHEDULE

PART-TIME NURSE - HOURLY RATES

START	AFTER 1500 HOURS	AFTER 3000 HOURS	AFTER 4500 HOURS	AFTER 6000 HOURS	AFTER 7500 HOURS	AFTER 9000 HOURS	AFTER 10500 HOURS	AFTER 12000 HOURS	AFTER 13500 HOURS
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REGISTERED NURSE

April 1, 2001

21.12	21.95	23.10	24.25	25.40	26.83	28.26	29.71	31.45
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April 1, 2002

21.75	22.61	23.80	24.97	26.16	27.64	29.11	30.60	32.71
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April 1, 2003

22.44	23.33	24.56	25.77	27.00	28.52	30.04	31.58	33.75
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The hourly salary rate inclusive of the percentage in lieu of fringe benefits shall be calculated in accordance with the following formula:
Applicable straight time hourly rate + applicable %

APPENDIX 4

SUPERIOR CONDITIONS

MEMORANDUM OF AGREEMENT DATED JAN. 20, 1983

Clause #
Central
Agreement
Full-time

Applicable clause from existing collective
agreement

10.04 Note: Nurses presently enjoying the accumulation of seniority for greater periods shall continue to receive such seniority benefits while employed by the Hospital.

13.04 Seniority shall be accumulated in the following circumstances:

(c) When on sick leave or Worker's Compensation in which case seniority will continue to accumulate for the length of coverage.

12.02 Nurses with a sick leave bank established December 31, 1982 shall on termination, discharge or death be entitled to a cash payout of 50% of her unused sick leave credits.

APPENDIX 4

SUPERIOR CONDITIONS

MEMORANDUM OF AGREEMENT DATED JAN. 20, 1983

Clause #
Central
Agreement Applicable clause from existing collective agreement
Part-time

- 15.08 Note: 23.02 When a nurse works on a holiday she shall receive premium pay at the rate of two and one-half (2 1\2) times for the first seven and one-half (7 1\2) hours worked on such holiday.
- 23.04 A nurse who does not work on a holiday shall receive holiday pay provided she has worked at least twelve (12) days during the four **(4) weeks** immediately preceding the holiday.

APPENDIX 5

to the

COLLECTIVE AGREEMENT

Between

ARNPRIOR AND DISTRICT MEMORIAL HOSPITAL
(Hereinafter referred to as the "Hospital")

And

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

COMBINED FULL-TIME AND PART-TIME

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ARTICLE A - RECOGNITION

- A.1 The employer recognizes the Association as the exclusive bargaining agent for all registered nurses and all nurses with a temporary certificate of registration employed by the Arnprior and District Memorial Hospital and The Grove Nursing Home, at Arnprior engaged in a nursing capacity, save and except Head Nurses, persons above the rank of Head Nurse, Co-ordinator of Education/Special Projects, and Occupational Health/Infection Control Co-ordinator.
- A.2 The Employer recognizes the Association as the exclusive bargaining agent for all registered nurses and all nurses with a temporary certificate of registration employed by the Arnprior and District Memorial Hospital and The Grove Nursing Home, at Arnprior engaged in a nursing capacity who are employed part-time save and except Head Nurses, persons above the rank of Head Nurse, Co-ordinator of Education/Special Projects, and Occupational Health/Infection Control Co-ordinator.

Note: Temporary certificate of registration replaces graduate nurse.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association recognizes and acknowledges that the management of the Employer's operations and direction of the nurses are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, lay-off, and retire employees and to discipline, suspend or discharge any nurse for just cause, provided, subject to Article 7.06, that a claim by a nurse that she has been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses;
 - (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of nurses to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the provisions of this agreement.
 - (e) Management rights will be exercised in a manner consistent with the collective agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

- C.1 The following shall represent both full-time and part- time bargaining units:
 - 1. Negotiating Committee- 3 members
 - 2. Grievance Committee- up to 3 members
 - 3. Labour Management Committee - up to three (3) one of whom shall be part- time
 - 4. Nurse Representatives 1 - Central
 - 1 - North
 - 1 - ER/OR
 - 1 -Grove

- C.2 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Administrator or his designate and the Bargaining Unit President of the Association.

- C.3 A representative of the Association shall be given the opportunity to interview each new nurse within their regular working hours without loss of pay for a maximum of fifteen (15) minutes. Such interview will be scheduled into the regular orientation at a time agreeable to the Hospital and the Association. The purpose of this meeting is to acquaint the new nurse of her responsibilities and obligations to the Association. The Hospital/Grove will provide advanced notice and the schedule of orientation to the association, the association will provide to the Hospital/Grove the name of the association representative who will be attending. The Hospital/Grove and the ONA representative will schedule a time during the orientation for the interview.

- C.4 Professional Development Committee

The employer shall recognize a joint committee of two (2) union representatives and two (2) employer representatives who will meet to develop and implement guidelines which govern this committee. The union representatives will be chosen by ONA membership.

ARTICLE D - LEAVE FOR ASSOCIATION BUSINESS

- D.1 Leave for Association business will not total more than thirty (30) working days per year and no more than two persons shall be granted leave at any one time. Requests for such leave are to be given to the Administrator or his designate at least twenty (21) calendar days in advance, if possible. There shall be a limit of one nurse from the Grove Nursing Home at anyone time.

ARTICLE E - HOURS OF WORK - SCHEDULING

(Refers to full-time unless specifically indicated otherwise)

- E.1 Schedules shall be posted including standby on the bulletin boards at least four (4) weeks in advance.

E.2 The Hospital shall make every effort to schedule hours of work in accordance with the following principles:

- (a) Schedules shall provide for two days off each week. In any two week period, at least two (2) consecutive days off must be scheduled. The remainder may be split.
- (b) Up to seven (7) consecutive days of work may be scheduled.
- (c) Schedules shall provide for at least one (1) weekend off in two (2)
- (d) At least once in six (6) weeks a weekend shall consist of three (3) days including Saturday and Sunday.
- (e) Every possible effort shall be given to provide Friday as part of the weekend for those nurses working the afternoon or night shifts, immediately preceding the weekend.
- (9) Every possible effort shall be given to provide at least forty-eight (48) hours off between completion of the night shift and commencement of the day shift.
- (g) Every possible effort shall be given to provide an equal number of weeks on days as on the evening and/or night shifts.
- (h) A nurse may not be required to change tours of duty more than once during a work week.

E.3 Full-Time/Part-time

- (a) Requests for changes prior to the posting of the work schedule shall be submitted in writing at least ten (10) days in advance of the posting if possible.
- (b) Requests for shift switches or changes to the work schedule once it has been posted, must be submitted in writing to the box outside the Manager's/Director of Care's door. When a nurse has requested to switch shifts, the name of the nurse willing to switch will be provided, it being understood that such change shall not result in additional cost to the employer.

The employer will respond to the request for changes after the schedule is posted as soon as possible. Requests will not be unreasonably denied.

After the switch has been approved in a case where the nurse calls in sick the employer shall find a replacement.

E.4 Full-Time/Part-Time

A nurse may be granted permanent evening or night tour upon request when a vacancy occurs. Nurses presently employed on specific tours on a permanent basis will not be rotated without their consent.

E.5 Premium payment of time and one half (1 ½) shall be paid to a nurse as follows:

(a) Full-Time

For all work performed after working seven (7) consecutive tours without two (2) days off until such days off are granted.

(b) Full-time/Regular Part-time

For all work performed on her second consecutive and subsequent weekend worked, 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.

(c) A regular part-time nurse with a primary rotation at either the Hospital or the Grove, who chooses to make herself/himself available for weekend work at the non-primary site shall not be paid premium pay as per (b) above.

E.6 Full-Time/ Part-Time

The working schedule, including standby, shall be posted on the bulletin boards at least four (4) weeks in advance. Requests for changes to the working schedule prior to posting shall be submitted in writing at least ten (10) days in advance of the posting, if possible.

E.7 Full-time/Regular Part-time

Any standby, overtime and call-back time shall, as far as practically possible, be divided equally among nurses qualified and willing to perform the work. In the event the Employer is unable to obtain sufficient personnel who are willing and qualified to perform such work, the Employer shall have the right to schedule nurses qualified to perform the work.

E.8 Nurses shall not be required to be on standby on their normal days off.

E.9 Full-Time/Regular Part-Time

- i) The Hospital, when possible, will schedule weekends off from the completion of the Friday day tour to the commencement of the Monday day tour for nurses who are not on permanent shifts.
- ii) Every possible effort shall be given to provide Friday as part of the weekend for those nurses working the afternoon or night shifts, immediately preceding the weekend.

E.10 Full-Time/Part-Time

For purposes of Article 14.15, the weekend premium shall be paid from 2330 Friday to 2330 Sunday.

E.11 Full-Time/Part-Time

For the purposes of Article 14.10 the hours for the normal seven and one-half hour tours are:

Day Shift	- 0730 - 1530
Evening Shift	- 1530 - 2330
Night Shift	- 2330 - 0730

E.12 Full-Time/Part-Time

Where a nurse elects equivalent time off for callback in accordance with Article 14.09, such time Will be taken within sixty (60) days at a mutually agreeable time.

ARTICLE E - HOURS OF WORK - SCHEDULING (PART-TIME)

E.13 (a) Unit master rotations will as far as possible provide for an equal number of shifts worked. Whenever a new master rotation is developed nurses will choose by seniority.

(b) Prior to the posting of the work schedule as per E.6, additional available shifts will be assigned on an equitable basis of seniority, availability and those qualified to do the work.

(c) After the posting of the work schedule, additional shifts will be offered by seniority, availability, and those qualified to do the work.

E.14 Regular Part-Time Nurses agree to be available for work, as follows:

1. For two (2) of three (3) shifts scheduled, the foregoing shall not apply to nurses who have elected to work one (1) of the scheduled tours as of November 22, 1979;

2. For at least four (4) weeks during July and August inclusive as relief for full-time vacation periods.

3. For one (1) weekend out of two (2);

4. For either Christmas Day or New Year's Day including Christmas Eve and New Year's Eve;

5. Should a nurse fail to be available according to the aforementioned requirements, the Employer shall not be required to schedule her as provided in Article E.15.

E.15 (a) Regular part-time nurses working in a hospital unit will be scheduled up to

their commitment per the master schedule

- (b) Regular part-time nurses will declare their availability for additional tours ten (10) days in advance of the posted schedule. If the regular part-time nurses become unavailable they will notify the Unit Manager/Director of Care twenty-four (24) hours in advance unless it is impossible to do so,
- (c) After the schedule has been posted additional tours will be offered to regular part-time nurses by seniority and availability provided the nurse is qualified to do the work.
- (d) Casual part-time nurses may be employed on a relief or call-in basis. A casual nurse must declare her/his availability ten (10) days prior to the posted schedule in writing to the Unit Manager/Director of Care. If a casual nurse becomes unavailable she must notify the Unit Manager/Director of Care twenty-four (24) hours in advance unless it is impossible to do so.
- (e) A nurse who makes herself/himself available at the secondary site will be considered as casual at that site.
- (f) Call-ins for additional tours at "The Grove" will be offered by seniority. Vacation coverage at "The Grove" will be scheduled equitable amongst the regular part-time nurses.

E.16 When a regular part-time nurse is scheduled to work a weekend adjacent to a paid holiday and a part-time nurse is to be called to work that holiday, the nurse working the weekend shall be given the opportunity to work the holiday, providing she has the necessary skills. Seniority does not apply in this situation.

ARTICLE F - PAID HOLIDAYS

F.1 (a) Full-time nurses shall receive the following holidays without loss of pay:

New Years Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
July 1	Boxing Day

F.2 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

F.3 Unless mutually agreed otherwise, all nurses shall receive five (5) or more consecutive days off at either Christmas or New Year's.

- (a) This time off shall be scheduled on an alternating basis from year to year.

- (b) A nurse may exchange her holiday time off with another nurse by mutual agreement.
- (c) When possible to provide both holidays off to some nurses, it shall be done on a seniority basis.
 - i) For purposes of this article New Year's shall be deemed to refer to New Year's Eve and New Year's Day and Christmas Day shall be deemed to refer to Christmas Eve and Christmas Day.
 - ii) Christmas Eve and New Year's Eve will be deemed to begin at 1530 hours for those nurses who work Monday to Friday day shift.
- (d) Should a scheduling problem arise it shall be resolved on the basis of seniority, unless mutually agreed otherwise.
- (e) A nurse will not be entitled to premium pay for working consecutive weekends if this is a result of scheduling to accommodate the holiday period (December 15 – January 15).

F.4 Full-time only

Lieu days off as provided in Article 15 shall be taken at a mutually agreeable time. **Up to five (5) days may be accumulated.**

ARTICLE G -VACATION

G.1 The vacation year shall be from July 1st of one calendar year to June 30th in the following calendar year.

G.2 The Employer agrees to post a notice not later than February 1st whereon nurses can signify their first and alternate choice of vacation schedule **for the entire year**. It is hereby agreed that nurses shall signify their choice not later than March 15th. The approved vacation list for nurses shall be posted by April 15th.

It is further understood and agreed that nurses shall not be allowed to schedule their vacations between December 15 of one year and January 2 of the following year. Except for Christmas and New Year's Seasons, vacation leave shall be granted at a time agreeable to both parties.

In the event that there is a conflict as to the selection of vacation periods as between individual nurses, the Employer shall, where possible, grant the choice to the most senior nurse in the work unit provided that such nurse has complied with the requesting procedure.

G.3 Full-time only

A nurse may carryforward for one (1) year any unused portion of vacation credits up to a maximum of two (2) weeks. Any vacation credits in excess of two (2) weeks will be assigned at a mutually agreeable time at the end of the vacation year.

G.4 Part-time

The Hospital agrees to schedule the hours of work in order to provide periods of time during which nurses can take vacations. This scheduling shall provide time off as follows:

Less than 600 tours of service	3 weeks
600 or more but less than 2800 tours of service	4 weeks
2800 or more but less than 4600 tours of service	5 weeks
4600 or more tours of service	6 weeks

G.5 Part-time

Vacation pay shall be paid twice a year the last pay days in June and December, on a separate pay cheque.

ARTICLE H - RETIREMENT AND TERMINATION

- H.1 The date of retirement for nurses shall be on the last day of the month in which the nurse turns sixty-five (65) years of age. The nurse's employment may be extended by the Employer for a period not to exceed one (1) year at a time.
- H.2 When employment is terminated by the nurse she shall give at least two (2) weeks' notice in writing. Where it is necessary for a nurse to terminate employment due to illness, accident, or death in the family, then she shall give notice as soon as possible to the Employer and the ordinary time limits for notice of termination may be waived.

ARTICLE I - GENERAL

- I.1 The fee for parking charged members of the bargaining unit will be on par with other Hospital employees. Changes to the fee must reflect changes in the cost of providing parking services and may only be implemented following discussion at the Hospital-Association Committee, and upon giving six (6) weeks notice to employees.
- I.2 The Employer shall provide space on a bulletin board upon which the Association shall have the right to post notices of interest to its members.
- I.3 Seniority lists shall be posted on May 1st and November 1st of each year.
- I.4 For each occasion of illness the nurse shall be required to report as soon as reasonably possible such illness but no later than four (4) hours before

commencement of the scheduled shift (one hour before the day shift), unless impossible to do so.

Any nurse who has been absent due to illness shall further be required to report her intention to return to work naming a specific date if possible, before she actually returns.

I.5 Any discrepancies found in a nurse's pay cheque are to be reported to her Supervisor within four (4) weeks of date of issue. Any corrections to be made will be done in the subsequent pay period.

I.6 Before any special circumstances or innovative scheduling is implemented the Union and the Employer will meet to discuss guidelines and individual circumstances.

I.7 The Employer will pay the Bargaining Unit President/Local Coordinator or designates at her/his regular straight time hourly rate for all time spent attending meetings as requested by the employer outside his/her regularly scheduled hours.

I.8 Full-time nurses will be considered for temporary full-time vacancies on the same basis as regular part-time nurses.

I.9 Mentoring Assignment

Nurses wishing to be considered for a mentorship assignment under article 9.08 (c) of the Central Agreement, will indicate such interest in writing to the unit manager, including a resume.

The employer will provide details of what experience is required to meet the needs of the nurse being mentored. This will be in writing and will identify the duration of the assignment and expectations of the mentor, as well as a reporting process for meeting the learning needs.

I.10 Nurses wishing to orientate in other units may submit a written request to the employer. If approved, this orientation will be paid time at the nurse's regular hourly rate or applicable overtime rate.

J - PREPAID LEAVE OF ABSENCE

J.1 The number of full-time nurses that may be absent at any one time on prepaid leave of absence is one (1).

J.2 The number of part-time nurses that may be absent at one time on prepaid leave of absence is one (1).

ARTICLE K - JOB SHARING

K.1 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.

The two (2) nurses in the job sharing arrangement will indicate on the work schedule the shifts each is working five (5) days prior to the posting date of the schedule.

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. Job Share partners may pick up additional tours as per their full-time line as indicated on the posted scheduled days off. They will be offered additional tours on these days off as per the local agreement E.13. If the employer has offered additional tours to Regular part-time as per E.13 and there is still need for coverage, the additional tours may be offered to the job share partner who is not working that day.

Job sharers presently in place in Emergency will continue as per past practice for scheduling additional tours, however future job sharers will be scheduled as above for additional tours.

7. 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.

8. Implementation

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

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.

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.

9. 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

ARTICLE L - WORK RELATED INJURY OR ILLNESS

- L.1
- (a) The Hospital will notify the local president of the names of all employees who go off work due to a work related injury or when an employee goes on LTD. The Hospital will provide to the Union a monthly list of all employees on modified work programs at the beginning of each month.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Labour Relations Officer of the Ontario Nurses' Association and the local president to discuss the circumstances surrounding the employee's return to suitable work.
 - (c) The Hospital agrees to provide the Union and the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board, provided the employee has given a written authorization as provided on the form that is attached to the Form 7.
- L.2
- When a nurse presents a physician's certificate for modified work, the employer will:
- (i) Meet with the nurse and an ONA representative to review the restrictions.
 - (ii) Set up a program for a safe return to work which meets the restrictions indicated on the physician's return to work certificate.

Should the nurse need further modification or accommodation of a permanent nature the employer will meet and discuss such accommodation with the Union.

ARTICLE M - VIOLENCE

- M.1 The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the work place. Any employee who alleges the situation to be abusive shall complete an incident report.
- M.2 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee.

The parties further agree that suitable subjects for discussion at the Labour Management Committee will include aggressive residents.
- M.3 The Employer shall notify the Union within three days of any employee who allegedly has been assaulted while performing her or his work. The employee may choose to have her or his name remain confidential. Updated statistics on numbers of staff allegedly assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.
- M.4 The Hospital, will consider a nurse's request for reimbursement for damages incurred to the nurse's personal property as a result of being assaulted while performing her work. Personal property includes eye glasses, ripped uniforms, personal clothing and watches up to a fifty dollars (\$50.00) value, but excluding jewellery.

DATED at Arnprior , Ontario this 25th day of March, 2003.

FOR THE HOSPITAL

K.A. Tondy
Betty Christie
Patricia McKeon

FOR THE ASSOCIATION

M. J. McKeon
 Labour Relations Officer
Janie Perry
Judy Kuehler