

COMBINED

COLLECTIVE AGREEMENT

Between

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

and

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

Expiry Date: March 31, 2011

APPENDIX 3**SALARY SCHEDULE****HOURLY RATES**

		START	1.000	2.000	3.000	4.000	5.000	6.000	7.000	8.000	25 YRS +
		0	200	400	600	800	1000	1200	1400	1600	ONLY
PSYCHIATRIC NURSE COUNSELOR/PALLIATIVE NURSE COUNS./DIABETIC NURSE/GERIATRIC NURSE/ INFECTION CONTROL NURSE COUNS.											
01.04.07	3%	\$ 28.93	\$ 29.46	\$ 29.97	\$ 31.75	\$ 33.09	\$ 34.97	\$ 36.91	\$ 39.11	\$ 41.58	\$ 42.3
01.04.08	3.25%	\$ 29.87	\$ 30.42	\$ 30.94	\$ 32.78	\$ 34.17	\$ 36.11	\$ 38.11	\$ 40.38	\$ 42.93	\$ 43.6
01.04.09	3%	\$ 30.77	\$ 31.33	\$ 31.87	\$ 33.77	\$ 35.19	\$ 37.19	\$ 39.25	\$ 41.59	\$ 44.22	\$ 45.0
01.04.10	3%	\$ 31.69	\$ 32.27	\$ 32.83	\$ 34.78	\$ 36.25	\$ 38.31	\$ 40.43	\$ 42.84	\$ 45.55	\$ 46.3
R.N.											
01.04.07	3%	\$ 26.80	\$ 27.20	\$ 27.65	\$ 29.01	\$ 30.38	\$ 32.10	\$ 33.81	\$ 35.55	\$ 38.07	\$ 38.7
01.04.08	3.25%	\$ 27.67	\$ 28.08	\$ 28.55	\$ 29.95	\$ 31.37	\$ 33.14	\$ 34.91	\$ 36.71	\$ 39.31	\$ 40.0
01.04.09	3%	\$ 28.50	\$ 28.92	\$ 29.41	\$ 30.85	\$ 32.31	\$ 34.13	\$ 35.96	\$ 37.81	\$ 40.49	\$ 41.2
01.04.10	3%	\$ 29.36	\$ 29.79	\$ 30.29	\$ 31.78	\$ 33.28	\$ 35.15	\$ 37.04	\$ 38.94	\$ 41.70	\$ 42.4
GRADUATE											
01.04.07	3%	\$ 24.40	\$ 25.37	\$ 26.78	\$ 26.05						
01.04.08	3.25%	\$ 25.19	\$ 26.19	\$ 27.65	\$ 26.90						
01.04.09	3%	\$ 25.95	\$ 26.98	\$ 28.48	\$ 27.70						
01.04.10	3%	\$ 26.73	\$ 27.79	\$ 29.33	\$ 28.53						
OCCUPATIONAL HEALTH NURSE											
01.04.07	3%	\$ 33.62	\$ 34.82	\$ 36.06	\$ 37.36	\$ 39.44				\$ 39.54	\$ 40.2
01.04.08	3.25%	\$ 34.71	\$ 35.95	\$ 37.23	\$ 38.57	\$ 40.72				\$ 40.82	\$ 41.5
01.04.09	3%	\$ 35.75	\$ 37.03	\$ 38.35	\$ 39.73	\$ 41.94				\$ 42.05	\$ 42.7
01.04.10	3%	\$ 36.83	\$ 38.14	\$ 39.50	\$ 40.92	\$ 43.20				\$ 43.31	\$ 44.0
NURSE PRACTITIONER											
01.04.07		\$ 30.69	\$ 31.92	\$ 33.58	\$ 35.24	\$ 36.92	\$ 39.00	\$ 41.09	\$ 43.19	\$ 46.17	\$ 47.0
01.04.08	3.25%	\$ 31.69	\$ 32.96	\$ 34.67	\$ 36.39	\$ 38.12	\$ 40.27	\$ 42.43	\$ 44.59	\$ 47.67	\$ 48.6
01.04.09	3%	\$ 32.64	\$ 33.95	\$ 35.71	\$ 37.48	\$ 39.26	\$ 41.48	\$ 43.70	\$ 45.93	\$ 49.10	\$ 50.0
01.04.10	3%	\$ 33.62	\$ 34.96	\$ 36.78	\$ 38.60	\$ 40.44	\$ 42.72	\$ 45.01	\$ 47.31	\$ 50.57	\$ 51.5
RN CHARGE NURSE											
01.04.07	3%	\$ 26.92	\$ 27.97	\$ 29.42	\$ 30.85	\$ 32.30	\$ 34.11	\$ 35.89	\$ 37.71	\$ 40.28	\$ 41.0
01.04.08	3.25%	\$ 27.79	\$ 28.88	\$ 30.38	\$ 31.85	\$ 33.35	\$ 35.22	\$ 37.06	\$ 38.94	\$ 41.59	\$ 42.4
01.04.09	3%	\$ 28.63	\$ 29.75	\$ 31.29	\$ 32.81	\$ 34.35	\$ 36.28	\$ 38.17	\$ 40.10	\$ 42.84	\$ 43.7
01.04.10	3%	\$ 29.49	\$ 30.64	\$ 32.23	\$ 33.79	\$ 35.38	\$ 37.36	\$ 39.31	\$ 41.31	\$ 44.12	\$ 45.0

APPENDIX 4

SUPERIOR CONDITIONS AWARDED BY THE CENTRAL ARBITRATION BOARD
DATED OCTOBER 23, 1981

Clause # Central Award (Full-time)	Applicable Clause From Existing Collective Agreement
5 Note	7.01 The dues deducted will be forwarded to the Union 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. <ul style="list-style-type: none"> (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> (a) One hundred percent (100%) of all sick leave credits in her or his bank accumulated up to December 31, 1972 and remaining in her or his bank shall be paid out. (b) All sick leave credits in her or his bank accumulated since January 1, 1973 and unused shall be paid out as follows: <ul style="list-style-type: none"> 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 Coordinator 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
 - (c) 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

LOCAL PROVISIONS

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ARTICLE A - RECOGNITION

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

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Union 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 Union 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 Union, 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 be exercised in a reasonable and in a consistent manner with the provisions of this Agreement.

ARTICLE C - UNION REPRESENTATION

- C.1 The Hospital will recognize Union representatives as elected or appointed by the Local Union, 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 Union and three (3) from the Hospital.
- C.5 The Hospital will arrange with the President of the local Union or her or his designate the scheduling of interviews with newly hired nurses.
- C.6 **Professional Development Committee**
Each party shall designate two (2) representatives. The committee will meet to develop and implement guidelines which will govern the operation of this committee.
- C.7 A nurse elected to the position of Bargaining Unit President at HGH shall be granted 10 days/year of leave, paid by the hospital. It is expected that these days will be entirely devoted to ONA/HGH businesses. Leave shall be scheduled as far in advance as possible. The nurse shall continue to accumulate service and seniority during every paid leave.

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

- D.1 Leave of absence for local Union business shall be given to an aggregate maximum of ninety (90) working days during any calendar year.

The Hospital recognizes that the ninety (90) days may be exceeded due to the role of the local coordinator and agree to accommodate such leave provided:
- (a) Five days notice is given to the Hospital. The union member will endeavour to provide two (2) weeks notice when possible.
 - (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 (i.e. OR, ER, East, Hemodialysis, Float, FBC, Palliative, ICU, Reserve Team, North, Mental Health, RESOURCE TEAM/OBS) will be absent on such leave at the same time.
- D.2 The employer will provide an office space within their existing locals (internal or external) shared amongst all unions. The booking of the space shall be done through the Human Resources Service.

D.3 Prepaid Leave Plan

The number of nurses that may be absent at any one time will be 1 per service (i.e. OR, ER, Hemodialysis, Float, LDRP, Palliative, ICU, Reserve Team, North, East, Mental Health)

D.4 Paid Professional Development Leave Days

Full –time and regular part-time nurses shall be entitled to up to three (3) paid professional development days per calendar year. Casual part-time nurses shall be entitled to up to three (3) paid professional development days per calendar year and must have worked at least six (6) shifts (or the equivalent of forty-five (45) hours) in the preceding ninety (90) days of the event. If the employee does not attend an education session paid by the Hospital, the employee must reimburse the registration fees to the employer, unless special circumstances occurred. The nurse shall provide the Hospital with as much notice as is practicable to ensure that replacement staff are provided. Also the Hospital will provide a prompt answer of acceptance or denial following the request of the nurse.

The nurse shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

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, unless requested in writing otherwise by the nurse, 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, unless requested by a nurse. 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 6.

- (f) No less than twenty-four (24) hours shall be scheduled off between tour changes unless mutually agreed otherwise.
- (g) Subject to staffing requirements, a nurse and who is not normally scheduled to work steady afternoons or nights will work at least 50% of her or his time on the day shift.
- (h) At least fifteen (15) hours time off when tours of duty are changed and at least forty-eight (48) hours time off following a period of night duty when tours of duty are changed. A nurse will receive premium pay for the next tour of duty if he/she does not get the fifteen (15) or forty-eight (48) hours between the tours. For the employees working extended tours, this clause may be waived if, at the request of the employee, she or he wants to work a shift in a 7.5 hours schedule unit.

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 (2) weeks consecutively on nights unless she or he is assigned on nights at her or his own convenience.
- (j) A nurse will not normally be required to change her or his tour of duty more than once in a one (1) week period unless requested in writing otherwise by the nurse.
- (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.
- (l) The normal meal periods shall be as follows:
 - lunch between 11:30 and 13:30
 - dinner between 17:30 and 18:45
- (m) Nurses working in a service where it is impossible to leave the premises of the hospital (i.e. ICU, LDRP), during meal breaks shall be provided at the time of the meal period with a hot meal.
- (n) It is understood that overtime is on a voluntary basis only. All efforts will be deployed in order to avoid overtime. In the event where the offer of an additional tour or part of a tour (4 hours or more) will result in premium payment, then the additional hours will be offered on a seniority basis. It is the responsibility of the nurses to advise the staffing / scheduling office to add or remove their name from the overtime list.

E.2

A 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.
- (d) A nurse receives overtime premium payment for a second consecutive tour of duty on a Friday night that extends into Saturday morning, that premium paid tour will not trigger a requirement for third or consecutive weekend premium for the immediately following weekend, provided that that weekend is a regularly scheduled weekend for the nurse. This provision does not constitute a waiver of consecutive or subsequent weekend premium in any other circumstance.

E.3 Time Off in Lieu of Overtime (Full-time and Part-time)

Where a nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e. where the applicable rate is time and one-half).

Lieu time off shall not be accumulated beyond seventy-five (75) hours.

Lieu days off are to be arranged in advance with the Hospital and may be taken concurrently with scheduled weekends off, vacation or at a mutually agreeable time. Such accumulated time off in lieu of overtime must be taken within the same budget year or no longer than ninety (90) days of the shift giving rise to the overtime accumulation if it exceeds March 31st. If not taken, payment will be made unless otherwise mutually agreed.

- 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 service 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 service when:
 - (a) Eighty percent (80%) of the nurses in the service 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 service when:
 - (a) Fifty percent (50%) of the nurses in the service 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 three (3) shifts.

E.7 It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift. (This is not applicable to extended tours.)

E.8 Work Scheduling

- (1) The master schedule of working hours and days of each Service shall be posted in a suitable place, and the master schedule for full-time and part-time employees can not be modified without the consent of the employee. Working schedules will be posted two (2) weeks in advance for a period of eight (8) weeks.

As of the date of ratification (February 19, 2007), all part-time employees currently employed at the hospital will have their present positions converted to full-time equivalents (FTEs) which shall constitute the normal hours of work for each position. Vacant or new part-time positions will be posted as FTEs.

- (2) Additional tours above the FTEs of part-time employees shall be offered singularly, to regular and/or temporary part-time employees not scheduled, according to their availability, by seniority within the service, and then on a hospital wide basis, prior to offering tours to casual nurses, subject to the following:
- (a) Regular and/or temporary part-time employees who wish to be considered for additional tours must indicate their availability in advance for a period of eight (8) weeks; in accordance with existing hospital practice.
 - (b) Regular and/or temporary part-time employees who do not give their availability to work according to article E8 (2.a) above, will be deemed not available for additional tours for the current period until otherwise changed by the employee.
 - (c) A tour will be deemed to be offered whenever a call is placed and deemed to be an opportunity to work and counted towards the availability of the employee, if refused by the employee.
 - (d) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay.
 - (e) When a nurse accepts a tour, she or he must report for that tour unless arrangements satisfactory to the hospital are made.
 - (f) Provided they are qualified, regular and/or temporary part-time nurses may submit their availability to work additional tours to more than one service, if to do so is in accordance with existing hospital practice.
 - (g) Additional shifts shall be offered in this order: to regular and/or temporary part-time nurses, laid-off nurses, casual nurses and job sharers in order of seniority.
 - (h) It is understood, that for the purposes of this article, the services will be defined as follows:
 - ER, OR, ICU, Mental Health, North, East, FBC Palliative Care, Reserve Team, Hemodialysis, RESOURCE TEAM/OBS.

- E.9
- (1) It is agreed that casual employees must provide the hospital by November 1st of each year with an availability for work either Christmas week or New Year's week.
 - (2) It is agreed that casual employees must provide by April 1st of each year an availability for work at least ten (10) days during the months of July and August.
 - (3) Casual part-time employees will declare, on a monthly basis, their availability for work for the following month.

- (4) A casual part-time employee shall notify the hospital as soon as a change becomes known.
- (5) A casual part-time employee with no availability to work during a period of six (6) months will be given the option to resign otherwise he/she will be terminated unless the employer agrees that there is a special circumstances.
- (6) Casual part-time employees who do not give their availability to work by the first of each month will be deemed not available for the current month until otherwise changed by the employee.

E.10 Prior to initiating weekend or individual special circumstance arrangements as per central language 13.04 and 13.05, the employer will notify and meet with the union to discuss and develop any necessary guidelines that will govern the particulars when introducing innovative scheduling.

E.11 When a nurse accepts to work overtime, therefore extending her shift to sixteen hours, or two twelve hour shifts, the employer accepts upon the request of the employee to replace her for her next scheduled shift.

E.12 Tours of Less Than 7.5 Hours

- (a) The hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) A paid rest period of fifteen (15) minutes will be granted during each half tour, provided the duration of each half tour is not less than three (3) hours.
- (c) Employees working tours comprised of less than 7.5 hours shall not be scheduled work more than six (6) consecutive days. Premium pay as per Article 14.03 will be paid for the seven (7) consecutive and subsequent days until a day off is scheduled.

E.13 Regular Part-time Status

- 1. In order to maintain, or to be considered for regular part-time status, the following requirements must be met:

The employee must be available, if required by the Hospital:

- A. To work one (1) weekend in two (2);
(If weekend work is required in that service)
- B. To work all three tours of duty (shifts) if required. **(Will be in effect for nurses hired after October 1, 2001)**

- 2. Failure to meet this commitment and to provide good and substantial reason for not doing so, save and except a pre-approved absence, may result in a transfer from regular part-time status to casual status.

E.14 Hemodialysis

The employer is the sole responsible party for the management (non clinical) of the Hemodialysis unit. The Union will discuss with the employer on matters arising from his labour relations or other relevant issues.

E.15 Flexible Hours

A flexible arrangement for the hours of work will apply by mutual consent between the hospital and the union so that the regular hours for a full-time nurse working flexible hours will not exceed seventy-five (75) hours per pay period, and for a part-time nurse working flexible hours, her hours will not exceed the FTE's that constitute her position per pay period. It is understood that for the purposes of this article, the services working flexible hours will be defined by the hospital.

E.16 Standby

- (a) The Hospital will notify the Local Coordinator/President or designate before initiating standby assignments on any unit. Employees scheduled for standby shall be provided with pagers.
- (b) The Hospital will distribute standby duties as equitably as possible amongst the full-time and part-time staff qualified to participate in the unit's standby duties. The standby assignment will be posted at the same time as the posted schedule.
- (c) Nurses shall be permitted to exchange standby assignments or find suitable replacement from nurses within the same unit who are qualified to assume standby duties. These changes will be submitted to the Director/delegate in writing and will be co-signed by involved nurses. Approval is required by the Director/delegate a minimum of 24 hours before the shift.
- (d) When a nurse on standby assignment is required to return to the Hospital between 1900 and 0700 hours and
 - i) works a minimum of four (4) hours; and
 - ii) works to 03:30 hours or beyond, and
 - ii) is scheduled for the next day shift

Such employee will not be required to work the day shift unless she or he does so by mutual agreement between the employee and the Hospital.

- (e) A nurse shall not be scheduled for standby duties on approved vacations, or regularly scheduled weekend off.
- (f) Notwithstanding (f) above in areas where nurses are regularly scheduled to work Monday to Friday, standby duties will be equitably assigned to those who are qualified to assume standby duties. The scheduled standby assignment may be on a regularly scheduled weekend off.

ARTICLE F - PAID HOLIDAYS

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

- New Year's Day
- January 2nd
- 3rd Monday in February Family Day
- 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 and shall be taken within thirty (30) days following the holiday.

F.3 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

F.4 Whenever a nurse is assigned to work on a weekend immediately preceding, or following the designated holiday he/she will also be scheduled to work the designated holiday.

F.5 For Christmas and New Year's Day, these holidays will be distributed on a seniority basis. In the case of a conflict, the Hospital will check the previous year's Holiday schedules to see who was off and those who were off will be expected to work.

Christmas and New Year's preferences will be produced according to the following timetable:

Posting by Oct.15 Request by Nov. 1st Authorization by Nov. 15

ARTICLE G - VACATION

G.1 (a) All full-time staff shall be entitled to vacation with pay based on length of continuous service as of their anniversary date.

(b) All part-time nurses are entitled to vacation time based on length of continuous service as of their anniversary date, on the same basis as full-time nurses.

G.2 (a) Vacation may be taken at any time during the calendar year except between December 20 and January 6 of the following year. Selection of vacation periods will be in accordance with seniority and article G.2 (b) 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. It is agreed that a nurse can take up to three (3) weeks in a row. The Hospital will endeavour to grant time off to at least one full-time and one part-time nurse simultaneously per service (ER, OR, Mental Health, North Wing, East Wing, FBC, Palliative Care, ICU, Reserve Team/EAST-NORTH, RESERVE TEAM/ER-ICU, Hemodialysis, Resource Team/Obs). If the Employer can grant more time off to his employees per service it will be grant by seniority from the combined most recent seniority list of full-time and part-time.

- (b) Nurses will submit their vacation request in advance, and Clinical Managers will advise the nurses of the granting of such requests in accordance with the following timetable:

Dec. 15 to Mar. 31	request by Oct. 1	Authorized by Nov. 1
Apr. 1 to June 14	request by Jan. 15	Authorized by Feb. 15
June 15 to Sept. 15	request by Mar. 31	Authorized by Apr. 30
Sept. 16 to Dec. 14	request by June 15	Authorized by Aug. 1

If the employees submit their vacation preferences within these timelines, seniority applies. Outside these timelines, the dates of request will determine the order of vacation confirmation (approval or refusal), not seniority.

In the case where vacation weeks overlap two (2) different periods, first day of vacation define the period.

- (c) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- (d) All regular part-time nurses shall receive their vacation pay on a separate itemized cheque annually at the end of May. If requested, a nurse may receive her vacation pay prior to the commencement of her vacation if she requests it in writing prior to May 15. This request must state the date when the employee wishes to be paid. It is understood that the payment date will not be later than September 30 or earlier than April 30. In addition to her or his regular pay slip, the employee will be notified in writing of the percentage received for vacation.
- (e) If a nurse requests that her or his vacation be split she or he shall not be required to take her or his vacation days consecutively.
- (f) Between June 15 and September 15 requests for single vacation days off will be considered. After vacation weeks have been assigned.
- (g) Upon written request, the hospital will consider to carry forward any unused portion of vacation credits up to a maximum of 37.5 hours. This portion must be taken within ninety (90) days of the nurse's vacation anniversary date. If not taken, payment will be made.

ARTICLE H - GENERAL

H.1 Seniority lists shall be posted by the Hospital January 31 and July 31 of each year and a copy will be sent to the local Union.

H.2 The Hospital will provide bulletin boards for the use of the Association. It is also agreed that the documents posted shall not be offensive and/or discriminatory to the Employer. The Hospital reserves the right to remove any item it finds unacceptable. The Union agrees that the bulletin boards shall be the only area where notices are posted, with the exception of meeting notices.

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. The pay will be deposited in respective bank of each employee.

(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 three (3) days of the issuance of her or his 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 Union.

Both the French and English versions of this agreement shall be recognized as the official texts.

H.5 The nurse will receive the hospital rate per kilometre for any travelling on behalf of the Hospital.

H.6 Vacancies

Full-time and part-time nurses may be considered for temporary full-time vacancies as per Article 10.06 (d) of the Central Agreement.

H.7 Notification to Unsuccessful Job Applicants

The parties agree than any unsuccessful candidate for ONA job posting will be notified, in writing, within one (1) week of the decision being made. Then three (3) working days after sending the letter, the name of the successful candidate is posted and if applicable the vacant position.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

- H.8 The employees will have the opportunity to take the CPR course either to get their certification or to get their recertification on the Employer premises or at a convenient location. The Employer will pay the cost of the CPR course to the employees. Time spent for the course should be paid to the employees at their regular salary rate. Proper replacement of employees on the unit will be provided if required.

ARTICLE I - MODIFIED WORK

- I.1 The Hospital will provide to the Union, a monthly list of all employees on modified work programs at the beginning of each month.
- I.2 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 staff representative of the Ontario Nurses' Association and the local representative and the employee to discuss the issue.
- I.3 If the employee requests it, the Hospital agrees to provide the Union and the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

I.4 **Modified Work/Return to Work Programs**

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 undertake to provide 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 her/his 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.

I.5 Musculoskeletal Injury Prevention and Control

- a) i) The hospital in consultation with the joint health and safety committee shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of workers;
- ii) at least once a year the musculoskeletal prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice;
- iii) the review and revision shall be done more frequently than annually if,
 - 1 the employer, on the advice of the joint health and safety committee or health and safety representative, if any, determines that such review and revision is necessary; or
 - 2 there is a change in circumstances that may affect the health and safety of a worker;
- iv) the Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and at least annually thereafter;
- v) the employer will conduct initial and on-going risk assessments to determine musculoskeletal prevention and control measures, procedures, practices, equipment and training;
- vi) the joint health and safety committee will review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace;
- vii) the JHSC will inspect an area that has frequent repetitive strain injuries as frequently as recommended by the JHSC, to review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training.

I.6 Needle Stick/Sharps Safety

- (a) i) where workers may be exposed to a bloodborne pathogen, the employer, with the input of workers throughout the institution through the joint health and safety committee, shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent actual or potential exposure;
- ii) the exposure control plan shall include a sharps injury log that contains detailed information including the type of device involved,

the manufacturer, brand and model, the department or work area where the exposure occurred and an explanation of how the incident occurred;

- iii) the assessment and exposure control plan shall be reviewed regularly by the joint health and safety committee and updated at least annually, to reflect changes in technology and practices that will help eliminate exposure to bloodborne pathogens. The employer shall ensure through the joint health and safety committee that the exposure control plan is accessible to and communicated to all employees;
- iv) the employer shall, in consultation with the joint health and safety committee, eliminate employee exposure or minimize it to the lowest feasible extent through the use of engineering controls. "Engineering controls" means controls that isolate or remove the bloodborne pathogens hazard from the workplace and include sharps with engineered sharps injury protection, needleless devices, and shielded needle devices. Where engineering controls will reduce employee exposure by removing, eliminating or isolating the hazard, they must be used;
- v) where exposure or the risk of exposure cannot be eliminated by the use of engineering controls, the employer shall use administrative controls to further reduce exposure or the risk of exposure to the lowest feasible extent;
- vi) where exposure or the risk of exposure cannot be eliminated by the use of engineering controls and administrative controls, the employer shall ensure the use of appropriate personal protective equipment;
- vii) in implementing the exposure control plan, the employer shall provide workers with mandatory interactive training through the health and safety committee, including educational programs to build awareness of the risks associated with bloodborne pathogens, and with information on the safest available alternative products and practices to eliminate these risks, including additional training for employees with no experience in handling human pathogens. Such training is to be provided on an ongoing basis in consultation with the joint health and safety committee;
- viii) the employer, through the joint health and safety committee, shall ensure the adoption of measures to ensure the timely provision of post-exposure medical attention to any employee who receives a sharps injury. The employer also shall ensure that a post-exposure protocol is accessible and is communicated to all employees;

ARTICLE J - NURSE ABUSE

- J.1 The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been assaulted while performing her or his work. Such information shall be submitted in writing to the Union as soon as possible.
- J.2 The Hospital will consider request 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 or his work.
- J.3 Violence Prevention and Control
- (a) The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.
 - (b) The hospital in consultation with the joint health and safety committee shall develop, establish and put into effect, violence prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.
 - (c) At least once a year the violence prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.
 - (d) The review and revision shall be done more frequently than annually if,
 - i) the employer, on the advice of the joint health and safety committee or health and safety representative, if any, determines that such review and revision is necessary; or
 - ii) there is a change in circumstances that may affect the health and safety of a worker.
 - (e) The Hospital will provide training on violence prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and at least annually thereafter.
 - (f) The employer will conduct initial and on-going risk assessments to determine violence prevention and control measures, procedures, practices, equipment and training.
 - (g) The joint health and safety committee will review compliance with violence prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.
 - (h) The JHSC will inspect an area affected by violence as frequently as recommended by the JHSC, to review compliance with violence prevention and control measures, procedures, practices, equipment and training.
 - (i) Immediate critical incident stress debriefing and posttraumatic counselling and legal counsel shall be made available for employees who have

suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

- (j) The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.
- (k) The Employer will post sign by all entrances and at each nursing station that state. Any type of verbal or physical abuse will not be tolerated and the perpetrator will be asked to leave the facility immediately.

ARTICLE K - 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. No new job sharing requests will be granted on any service once any notice of layoff has been provided to the Union until the notice period has expired.
2. Total hours worked by the job sharer shall equal one (1) full-time position. Therefore, each job sharer will work 50% of the full-time schedule. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the person responsible of the schedule.
3. That job sharers are considered regular part-time for all purposes under the Collective Agreement save and except scheduling provisions. The full-time scheduling provisions are applicable to job sharers.
4. Additional tours will be offered to regular part-time nurses and then to casual part-time nurses up to and above their commitment. If no one is available, then additional tours will be offered to job sharers.
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 staffing clerk 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 person responsible of the schedule, but it is hoped that the remaining

member of the position would be prepared to cover the leave of absence as much as possible. In the case of vacation, job sharer partners shall not request vacation at the same time.

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 or his 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.
- 9. 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 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 or he is qualified. If she or he 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.

ARTICLE L – REASSIGNMENT OF NURSES

The parties agree that in the event a nurse is required to be reassigned from her service to another service for a partial or a single shift, the process for reassignment will be as follows:

- a) ask for volunteers;
- b) casual nurses;
- c) the least senior nurse on the unit on that specific corresponding shift regardless of the status and based on qualification.

Signed at Hawkesbury, Ontario, this 20 day of November, 2008.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]

[Signature]

[Signature]

LETTER OF INTENT

Between

HAWKESBURY AND DISTRICT GENERAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

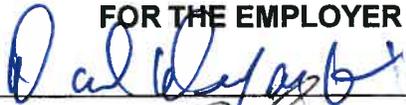
Part-time #2

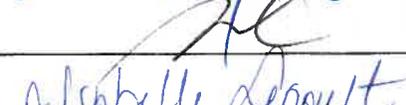
Is a nurse who

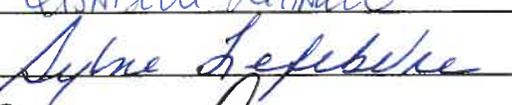
- i) is pre-scheduled a minimum of one (1) shift per week (0.2 FTE) per a 8-week rotation; and
- ii) in addition, is available to work (6 days) either Christmas period or New Year's period; and
- iii) is available to be pre-scheduled a minimum of 180 hours between June 15 and September 15, and
- iv) submits additional availability in writing including the number of shifts prepared to work in a pay period.

Signed at Hawkesbury, Ontario, this 20 day of November, 2008.

FOR THE EMPLOYER

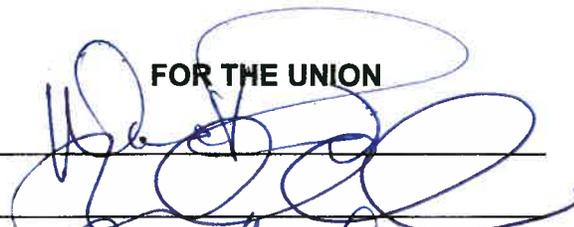


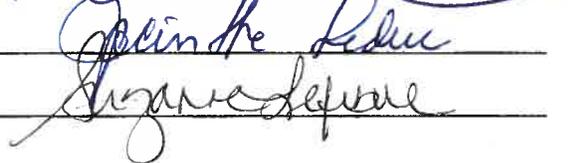






FOR THE UNION





LETTER OF INTENT

Between

HAWKESBURY AND DISTRICT GENERAL HOSPITAL

And

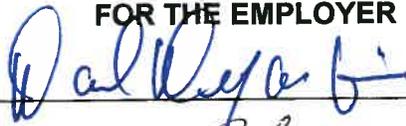
ONTARIO NURSES' ASSOCIATION

This offer is made on a without prejudice basis

In an effort to allow the maximum vacation request, the employer will be allowed to offer temporary summer full-time positions for the period of Mid-June to Mid-September of each year. Of these positions fifty (50) percent or more will be offered to existing nurses and the remaining (maximum of four (4)) will be offered to the nursing students who will complete their consolidation at the Hawkesbury and District General Hospital.

Signed at Hawkesbury, Ontario, this 20 day of November, 2008.

FOR THE EMPLOYER



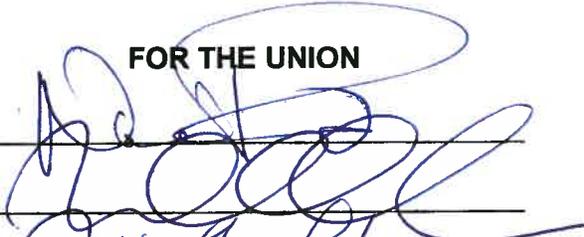
Re

Alshaballa Legault

Sylvie Leprieux

Jean Legendre

FOR THE UNION



Colin the Leader

Supervisor

LETTER OF INTENT

Between

HAWKESBURY AND DISTRICT GENERAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

The parties agree to discuss the charge nurse classification to be applicable to the team leader in Hemodialysis in the next three (3) months. It is understood that if there are any adjustment to be made to the hourly rate, it will be retroactive to December 1st, 2004.

Signed at Hawkesbury, Ontario, this 20 day of November, 2008.

FOR THE EMPLOYER

Dalwajabi
nl
Isabelle Renault
Syrene Lafontaine
Jean Leclerc

FOR THE UNION

[Signature]
Jacinte Leclerc
Benjamin Leclerc

LETTER OF INTENT

Between

HAWKESBURY AND DISTRICT GENERAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Retiree Benefits – Process for Payment

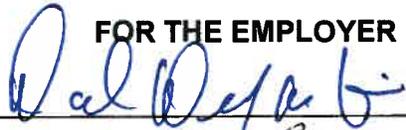
Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

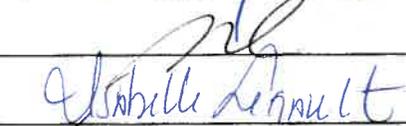
It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

Signed at Hawkesbury, Ontario, this 20 day of November, 2008.

FOR THE EMPLOYER

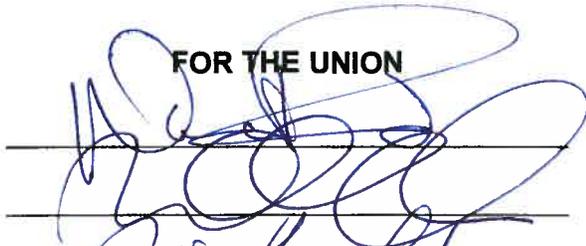


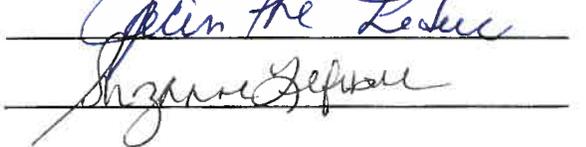






FOR THE UNION





ENTENTE

entre

**L'ASSOCIATION DES INFIRMIERS ET INFIRMIÈRES
DE L'ONTARIO, LOCAL 42**

et

**L'HÔPITAL GÉNÉRAL DE HAWKESBURY
AND DISTRICT GENERAL HOSPITAL INC.**

Objet : Erreur dans l'assignation de quarts des infirmiers(ères).

Considérant qu'une erreur dans l'assignation de quart, selon les dispositions de la convention collective et la disponibilité soumise par l'infirmière peut survenir;

Considérant la décision du tribunal "Davie" dans le cadre de l'arbitrage d'intérêt impliquant Sensenbrenner Hospital (Kapusksing) et l'A.I.I.O. (octobre 2002) reconnaissant le principe de remédier à une erreur dans l'assignation de quart en offrant à l'infirmière un quart en surplus;

Les parties conviennent de ce qui suit :

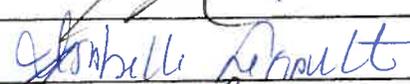
- 1.1 L'infirmière sera assignée en surplus selon les conditions suivantes :
 - 1.1.1 sur le service, sur le quart et au même taux (régulier ou majoré) que le quart réclame;
 - 1.1.2 selon la disponibilité de l'infirmière à une date mutuellement choisie à l'intérieur de quatre (4) semaines suivant une erreur ou la correction de l'erreur,
 - 1.1.3 si un besoin de remplacement survenait pendant que l'infirmière est en surplus selon la présente entente, ce quart lui sera offert et un autre quart lui sera assigné afin de compenser pour le quart réclamé;
- 1.2 Si l'Hôpital ne peut assigner un quart à l'intérieur de la période de quatre (4) semaines, alors l'infirmière sera rémunérée pour le quart réclamé.
- 1.3 Advenant que l'Hôpital contrevient à cette lettre d'entente en assignant l'infirmière qui est effectivement en surplus, à (exception du point 1.1.3, l'Hôpital convient de rémunérer le quart réclamé originalement plutôt que de réassigner l'infirmière en surplus.
- 1.4 La présente entente prévaut pour la durée de la convention collective expirant le 31 mars 2011. Les parties réexamineront la situation par la suite.

Cette entente est faite sous toute réserve et ne peut être considérée comme créant un précédent.

Signée à Hawkesbury, Ontario, le 20 novembre de l'année 2008

POUR L'EMPLOYEUR

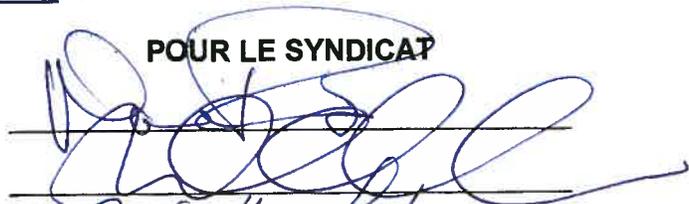


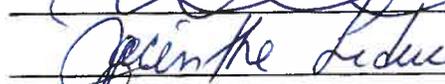


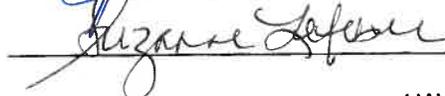




POUR LE SYNDICAT







ENTENTE

entre

**L'ASSOCIATION DES INFIRMIERS ET INFIRMIÈRES
DE L'ONTARIO, LOCAL 42**

et

**L'HÔPITAL GÉNÉRAL DE HAWKESBURY
AND DISTRICT GENERAL HOSPITAL INC.**

(En résolution d'une solution locale particulière)

Sans préjudice et précédent

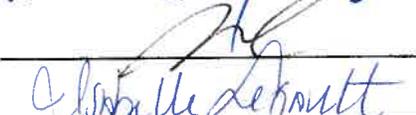
Afin d'améliorer la qualité de vie au travail, de favoriser la continuité des soins aux patients, d'assurer la dotation en personnel et de soutenir l'efficacité, les parties conviennent d'adopter pour l'équipe de réserve temps plein (*full time reserve team*) les paramètres d'horaires novateurs suivants :

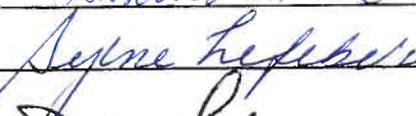
1. Cédule avec rotation J-S-N;
2. Aucune cédule avec trois rotations dans la même semaine;
3. L'article E1.h) ne s'applique pas;
4. Les cédules seront affichées deux (2) semaines d'avance pour une période couvrant quatre (4) à six (6) semaines;
5. Les autres paramètres de la convention collective s'appliquent.
6. Les membres de cette équipe peuvent être utilisés pour remplacer des absences dues à la maladie (dernière minute).

Signée à Hawkesbury, Ontario, le 20 novembre de l'année 2008

POUR L'EMPLOYEUR









POUR LE SYNDICAT





