

COLLECTIVE AGREEMENT

Between:

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

And:

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

Expiry Date: March 31, 2011

**APPENDIX 3 - SALARY SCHEDULE
APPENDIX 5 - LOCAL PROVISIONS**

Between:

CARLETON PLACE AND DISTRICT MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Expiry Date: March 31, 2011

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APPENDIX "3 "**SALARY SCHEDULE****FULL-TIME, REGULAR PART-TIME, CASUAL PART-TIME****HOURLY RATES****Registered Nurse**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.92	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.13	\$35.15
6 Years	\$34.91	\$35.96	\$37.04
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44

Graduate Nurse

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$27.16	\$27.97	\$28.81
1 Year	\$26.90	\$27.70	\$28.54
8 Years	\$26.96	\$27.77	\$28.60
25 Years	\$26.47	\$27.27	\$28.09

APPENDIX "5"

LOCAL PROVISIONS

ARTICLE A - RECOGNITION AND DEFINITIONS

A.1 Full-time

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

Part-time

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

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

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

ARTICLE B - MANAGEMENT RIGHTS

B.1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively with the Hospital, and shall remain with the Hospital, except as specifically limited by this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

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

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

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 The parties agree that union representatives and committee members as provided for in Article 6, may be from either the full-time or part-time bargaining unit, and shall represent both bargaining units. It is understood that the total number of employees as union representatives or committee members shall not exceed the following:

- (a) Union representatives - There shall be three (3) union representatives, two (2) of whom shall be part-time employees and of whom no more than two (2) shall be from any one area.
- (b) Grievance Committee - There shall be a Grievance Committee of not more than two (2) employees, representing both bargaining units, of whom no more than one (1) shall be from any one area.
- (c) Hospital-Association Committee - There shall be a Hospital-Association Committee composed of three (3) members representing both bargaining units of the Association, of whom no more than two (2) shall be from any one area, and three (3) members representing the Hospital.
- (d) Negotiating Committee - There shall be a Negotiating Committee composed of three (3) employees, two (2) of whom shall be part-time employees and of whom no more than two (2) shall be from any one area.
- (e) Professional Development Committee – There shall be a Professional Development Committee composed of two (2) members of the Association one of whom shall be the Bargaining Unit President or designate and two (2) representatives of the Hospital one of whom shall be the Chief Nursing Officer or designate and one human resources representative or designate.
- (f) Occupational Health and Safety Committee

The Hospital will recognize one bargaining unit member of the Joint Occupational Health and Safety Committee. When a regular member is not available, she/he may be replaced by an alternate, appointed by the Union.

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

C.3 Association Interview

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

ARTICLE D - SENIORITY LIST

- D.1 The seniority list, as provided for in Article 10.02, will be filed with the Association and posted on the Association bulletin board on or before February 1st and August 1st of each year.

ARTICLE E - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

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

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

E.2 Local Coordinator Leave

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

ARTICLE F - HOURS OF WORK - SCHEDULING

- F.1 Schedules shall be posted at least two (2) weeks in advance and shall cover at least a one (1) month period.

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

Employees may request an exchange of scheduled tours of duty provided such requests are submitted, in writing to the immediate supervisor, co-signed by the employees and are approved by the immediate supervisor. It is understood that such changes shall not result in overtime payment.

F.2 Identification of a Weekend Off

- (a) A weekend is defined as a fifty-six hour period from 1500 hours Friday until 2300 hours Sunday for employees who regularly work 7.5 hour shifts.
- (b) The Hospital will schedule employees so as to provide one (1) weekend off in two (2) weeks for full-time employees and three (3) weekends off in six (6) for part-time employees. If an employee is required to work on a third consecutive weekend, she will be paid in accordance with Article 14.03 for all hours worked on that weekend, save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- ii) such employee has requested weekend work; or
- iii) such weekend is worked as the result of an exchange of tours with another employee which has been approved by the immediate supervisor.

F.3 Where employees work a mixture of regular and extended shifts, such employees shall not work more than four such consecutive shifts. If a fifth (5th) mixed tour is worked, the employee shall be paid premium pay as per Article 14.03 for each shift worked until the employee is given a day off.

F.4 At least sixteen (16) hours off shall be scheduled between tours, and at least forty-eight (48) hours off shall be scheduled following the completion of night tours, when changing another tour, unless otherwise mutually agreed between the employee and her immediate supervisor. A breach of this article will result in premium pay in accordance with Article 14.03.

F.5 Schedules may provide for more than five (5) consecutive tours of work, but not more than seven (7) consecutive tours of work without a day off, unless otherwise mutually agreed between the employee and her immediate supervisor.

F.6 The scheduling conditions listed in Article F may be waived between December 15 and January 15 so that all employees who have requested will receive five (5) consecutive days off at either Christmas or New Year's. The foregoing shall not apply in those areas where employees do not normally work on weekends and paid holidays.

For the purposes of this schedule, Christmas shall include December 24, 25 and 26 and New Year's shall include December 31 and January 1.

Requests for time off at Christmas and New Year's must be submitted no later than October 15 and the Christmas\New Year's schedule shall be posted no later than November 15 of each year.

An employee shall normally be scheduled off for Christmas and New Year's in alternating years.

F.7 Where an employee chooses equivalent time off, as provided for in Article 14.09, such time off will be taken within forty-five (45) days following the date on which the overtime was worked, at a mutually agreeable time between the employee and her immediate supervisor.

F.8 (a) Regular Part-time Commitment

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

- i) to work two (2) weekends in four (4);
- ii) to work at least three (3) tours per week;

- iii) to work two (2) tours (i.e. days\evenings, days\nights, evenings\nights);
 - iv) to work either December 24, 25 and 26 or December 30, 31 and January 1;
 - v) to work on alternate paid holidays except as in (iv) above;
 - vi) to work eleven (11) months of the year, including July or August.
- (b)
- i) the employee will declare on a bi-weekly basis her availability for work on specified days of the next two week period;
 - ii) an employee who declares herself available for any tour and later becomes unavailable for work shall notify the Hospital with twenty-four (24) hours notice, except in an emergency.

F.9 Distribution of Part-time Work

- 1) All regular part-time employees in a unit will be scheduled up to their committed hours by seniority before any casual part-time employees are utilized.
- 2) When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time employees on the unit on the basis of seniority, prior to offering tours to casual employees, subject to the following:
 - i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
 - ii) A tour will be deemed to be offered whenever a call is placed;
 - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
 - iv) When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made;
 - v) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice.

F.10 Proposed master rotations will be developed by each Manager in consultation with the employees on the unit.

F.11 Standby

- 1. Scheduled standby assignments will be distributed equitably among the employees in any unit utilizing standby.

2. Standby assignments will be posted as soon as possible following the posting of tours of duty schedule. Employees shall be permitted to exchange their standby assignments provided their requests for changes in assignments are submitted in writing and co-signed by the employee willing to exchange assignments.
3. An employee shall not be scheduled for standby on her regularly scheduled weekends off or on vacation unless agreed to by the employee.
4. Standby will not be scheduled on a night before a scheduled day tour unless otherwise agreed to by the employee.
5. Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the next day tour unless she does so by mutual agreement between the employee and the hospital.
6. The Employer will provide pagers for use by employees who are on standby.

F.12 Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours), Article F in its entirety applies except as amended by the following:

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

F.13 Introduction/Discontinuance of Extended Tours

- (a) Such tours shall be introduced into any unit when,
 - i) eighty percent (80%) of the employees in the unit who vote so indicate by secret ballot, and,
 - ii) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Such tours may be discontinued in any unit when:
 - i) fifty percent (50%) of the employees in the unit who vote so indicate by secret ballot; or
 - ii) the Hospital because of
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the extended tours in the schedule.

- (c) When written notice of discontinuance is given by either party in accordance with paragraph (2) above, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance; and
 - ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
 - iii) Such sixty days' notice shall follow the meeting between the parties referred to in part (i) above.

F.14 Scheduling Regulations for Extended Tours

- (a) No more than three (3) consecutive extended tours shall be scheduled without a day off. All employees shall receive premium payment for a fourth consecutive and subsequent tour until the employee receives a day off.
- (b) Employees working extended tours shall be scheduled off every other weekend; if an employee is required to work on a second subsequent and consecutive weekend she or he shall receive premium payment as set out in Article 14.03 of the central agreement for all hours worked on such subsequent and consecutive weekends worked until she or he receives a weekend off, save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or,
 - ii) such employee has requested weekend work in writing. Discontinuance of such request will be provided in writing by the employee; or,
 - iii) such weekend is worked as the result of an exchange of tours with another employee.
- (c) A weekend off shall be defined as sixty (60) consecutive hours scheduled off duty following the completion of the Friday day tour.
- (d) Employees shall be allowed to exchange tours subject to Article F.1.
- (e) The maximum number of extended tours worked in any given seven (7) day period shall be five (5) and an employee shall not be required to work more than seven (7) days in a two week period. If an employee is required to work in excess of the above, she or he shall receive premium payment as set out in Article 14.03 for all such hours worked until she or he is given time off.

F.15 Introduction/Discontinuance of 2D/2N Tours

- (a) Such tours shall be introduced into any unit when,
 - i) eighty percent (80%) of the full time employees in the unit who vote so indicate by secret ballot, and,

- ii) the Hospital agrees to implement the 2D/2N tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Such tours may be discontinued in any unit when:
- i) fifty percent (50%) of the full time employees in the unit who vote so indicate by secret ballot; or
 - ii) the Hospital because of
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the 2D/2N tours.
- (c) When written notice of discontinuance is given by either party in accordance with paragraph (2) above, then:
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance; and
 - ii) where it is determined that the 2D/2N tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
 - iii) Such sixty days' notice shall follow the meeting between the parties referred to in part (i) above.

F.16

Scheduling Regulations for 2D/2N Tours

- (a) Employees who are working a 2D/2N schedule shall be scheduled to work 4 extended tours comprised of consecutive two day shifts and two night shifts followed by five days off.
- (b) If an employee works a fifth consecutive shift she or he will be paid time and one-half for the first four hours and double time for the remaining hours.
- (c) Employees will not be scheduled to work more than three consecutive weekends. If a nurse works a fourth weekend or a portion of a weekend, she or he will be paid as per the provisions of Article 14 and local provisions on overtime.
- (d) Employees will be scheduled three (3) weekends off in a nine (9) week schedule. Employees will receive premium pay for all weekend hours in excess of six (6) weekends off in a nine (9) week schedule.
- (e) In order to ensure 1950 paid hours per year, an employee will be scheduled additional shifts of 11.25 hours on the master rotation which will not incur premium pay and which will be split between days and nights. The nurse may request vacation or paid holidays for these shifts.
- (f) Employees will be granted either Christmas or New Years off on a rotating basis.

- (g) Paid Holidays will be incorporated into the rotation.
- (h) All other scheduling provisions of Article F shall apply, including:
 - i) posting of schedules except that the Unit schedule shall be for a nine (9) week period;
 - ii) a request for change in posted schedules;
 - iii) time off at Christmas and New Years;
 - iv) part time availability and additional shifts.
- (i) A weekend is defined as a minimum of sixty (60) hours commencing with the end of the Friday day shift and ends with the commencement of the Monday day shift.
- (j) Job sharers will not be scheduled to work 2D/2N unless both job sharers agree to work this schedule.

F.17

Job Sharing

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

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

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

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

- (a) The employer shall deduct from each job sharer's pay, and remit to the Association each month, an amount equal to the regular monthly part-time dues designated by the Association.
- (b) Each job sharer will accumulate seniority according to the Part-time Collective Agreement.
- (c) Job sharing shall be initiated by the incumbent of a full-time position who wishes to enter into such an arrangement and shall require the approval of the Hospital.
 - i) If approved, the full-time employee wishing to share her position may do so without having her or his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
 - ii) It is understood and agreed that the arrangement is for a trial period of three (3) months where the Hospital will determine if the arrangement can work satisfactorily. Within this period either

employee may return voluntarily, or be returned by the Hospital, to her or his former position.

iii) Where two (2) full-time employees on one unit wish to job share one (1) position, neither half will be posted provided this would create one (1) full-time position to be posted and filed in accordance with the Collective Agreement.

(d) The normal weekly hours of work for the job shared position shall be 18.75 hours when averaged out over a six week period. Each employee will not be scheduled to work more than one-half of the normal weekly hours of work, unless mutually agreed otherwise.

(e) Schedules shall conform with the Full-time Collective Agreement which sets out scheduling regulations.

(f) The division of the scheduled tours shall be determined by mutual agreement of the two employees and the Nurse Manager.

(g) Except under extenuating circumstances, job sharers are expected to cover for their partners for absences not expected to exceed fourteen (14) calendar days due to illness or accident or other leave of absence. Job sharers will be required to cover for each other during vacation, unless mutually agreed otherwise.

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

F.18 Full-time nurses employed as at December 4, 2000, who are not normally scheduled to work permanent afternoons or nights will continue to be provided with at least 50% day tours.

F.19 If the bargaining unit president attends joint employer-union meetings outside of her regularly scheduled hours in the discharge of her duties as bargaining unit president, she shall receive time and one half (1 ½ x) her regular straight time hourly rate for time spent, in time or money.

ARTICLE G - VACATION

G.1 The vacation year shall run from April 1st to March 31st. The date for determining vacation entitlement shall be the employee's anniversary date.

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

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

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

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

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

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

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

- G.3 Subject to the requirements of G.2, an employee wishing to change her scheduled vacation may be permitted to do so. However, it is agreed that such employee will not be permitted to displace another employee who had previously scheduled her vacation in accordance with G.2. Where an employee notifies the employee manager of her request to change scheduled vacation, the employee shall be advised of the status of such request within two (2) weeks of notifying the employee manager.

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

ARTICLE H - PAID HOLIDAYS

- H.1 For the purposes of Article 15.01 of this Agreement, the following are the paid holidays in the Central Agreement:

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

- H.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.

H.3 When a full-time employee is entitled to a lieu day as provided for in Article 15, such lieu day will be scheduled at a mutually agreeable time within forty-five (45) days of the date on which the holiday was observed. Failing mutual agreement, within two (2) weeks after the date on which the holiday was observed, the lieu day will be scheduled by the immediate supervisor.

H.4 An employee may accumulate three (3) lieu days. All employees are encouraged to take their lieu days. Once three (3) days have been exceeded, the employee will meet with his/her manager to mutually schedule such excess days off.

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

ARTICLE I - BULLETIN BOARDS

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

ARTICLE J - DUES DEDUCTION LIST

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

ARTICLE K - PREPAID LEAVE PLAN

K.1 For the purposes of Article 11.11, the maximum number of employees, including both full-time and part-time, that may be absent at any one time under the Prepaid Leave Plan shall be one (1).

ARTICLE L - PAY DAY

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

ARTICLE M - WORKERS' COMPENSATION AND REINSTATEMENT

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

M.2 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.

M.3 The Hospital agrees to provide 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.

ARTICLE N - VIOLENCE IN THE WORKPLACE

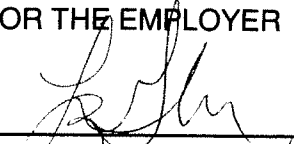
- N.1
1. The Hospital and the Association recognize that any form of verbal, physical, sexual, racial or other abuse is not acceptable. Any employee who believes a situation to be abusive shall complete an Employee Incident Report. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every effort to correct the abusive situation.
 2. The parties agree that if an incident involving abusive behaviour by a patient towards an employee occurs, such action will be recorded and reviewed by the Occupational Health & Safety Committee.
 3. The Hospital will reimburse for damages to an employee's personal property incurred during an abusive behaviour incident, such as broken eyeglasses, torn uniforms, and personal clothing, etc. The incident must be the result of a documented assault while performing his/her duties. Such documentation will include a clear statement of events and incurred damages as per Hospital unusual occurrence form and will be submitted to the immediate supervisor at the time of the incident. The employee must submit his/her claim to the Hospital within seven (7) days after the incident, unless it is not possible to do so within that period of time.
 4. The Employer recognizes that there is a potential for violence/abuse against Nurses in the workplace and will make every reasonable effort to reduce the potential for such violence/abuse.

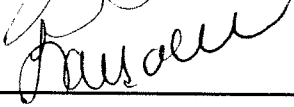
The Employer agrees to work with the Union in developing violence avoidance/reduction programs and in providing support to victims of violence.

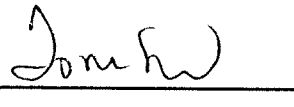
SIGNING PAGE

DATED AT Carleton Place, Ontario, this 29 day of August, 2008.


FOR THE EMPLOYER




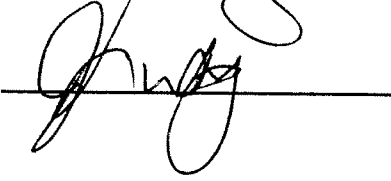




FOR THE UNION



Labour Relations Officer




**LETTER OF UNDERSTANDING
(PILOT TRIAL)**

Between:

CARLETON PLACE AND DISTRICT MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Part-Time Without Rotation Commitment

The Parties agree to a trial period of three (3) months starting with the commencement of placing an incumbent in the position. The Parties agree to meet within thirty (30) days following the three (3) month trial period to assess the trial.

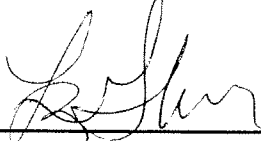
A part-time without rotation nurse may be scheduled tours according to their availability, after the Regular Part-Time nurses have been scheduled their commitment. The commitment shall include the following conditions:

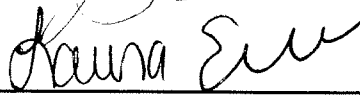
- i) PT without rotation nurses will declare availability four (4) weeks in advance of the posted schedule covering a six (6) week period. When PT without rotation nurses do not submit availability prior to this period, they shall be scheduled as per Hospital requirements, up to their PT without rotation commitment.
- ii) PT without rotation nurses will be scheduled available weekend tours before being assigned Monday to Friday tours.
- iii) PT without rotation nurses have committed to be available as per the following. (Overtime will be applicable based on hours performed in excess of the scheduled tour (over 11.25 or over 7.5).
 - 1. 7.5 hour tour unit – four (4) tours in a pay period
 - 2. 11.25 hour tour unit – three (3) tours in a pay period
 - 3. Mixed tour unit – two (2) 11.25 hour tours and one (1) eight (8) hour tour in a pay period.
- iv) When scheduling the commitment of PT without rotation the Hospital will schedule as close to thirty (30) hours in a pay period as possible and will include the following conditions:
 - i. to work three (3) weekends in six (6);
 - ii. to work at least two (2) tours per week;
 - iii. to work two (2) tours (i.e. days/evenings, days/nights, evenings/nights).

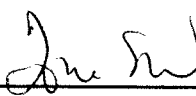
- v) To work December 24th, 25th and 26th or December 30th, December 31st, and January 1st as required.

DATED AT Carleton Place, Ontario, this 29th day of August 2008.


FOR THE EMPLOYER




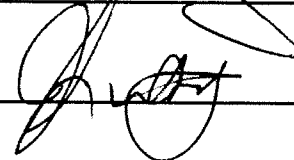




FOR THE UNION



Labour Relations Officer
 BUT



LETTER OF UNDERSTANDING

Between:

CARLETON PLACE AND DISTRICT MEMORIAL HOSPITAL


And:

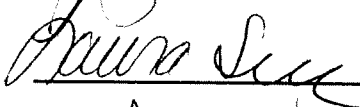
ONTARIO NURSES' ASSOCIATION


The Employer will explore a communications protocol for nurses, on site, but temporarily off the unit for scheduled breaks.

DATED AT Carleton Place, Ontario, this 29th day of August 2008.

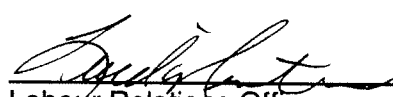
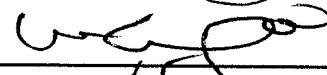
FOR THE EMPLOYER








FOR THE UNION


Labour Relations Officer




LETTER OF UNDERSTANDING

Between:

CARLETON PLACE AND DISTRICT MEMORIAL HOSPITAL

And:

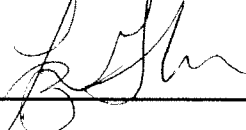
ONTARIO NURSES' ASSOCIATION

Re: Individual Special Circumstances

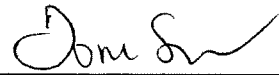
Individual Special Circumstance Agreements as set out in Article 13.05 will be reviewed and renewed annually.

DATED AT Carleton Place, Ontario, this 29th day of August 2008.

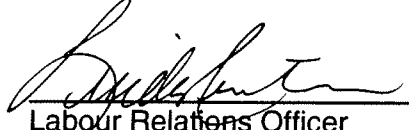
FOR THE EMPLOYER







FOR THE UNION



Labour Relations Officer
