

**APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

DEEP RIVER AND DISTRICT HOSPITAL
(Hereinafter referred to as “the Hospital”)

And:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “the Association”)

Expiry: March 31, 2014

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APPENDIX 3 - SALARY SCHEDULE

Hourly Rates

Classification - Registered Nurse

	<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
Start	29.36	30.17
1 Year	29.79	30.61
2 Years	30.29	31.12
3 Years	31.78	32.65
4 Years	33.28	34.20
5 Years	35.15	36.12
6 Years	37.04	38.06
7 Years	38.94	40.01
8 Years	41.70	42.85
25 Years	42.44	43.61

Graduate Nurse

	<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
Start	28.22	29.00
1 Year	28.60	29.39
2 Years	29.21	30.01
3 Years	30.59	31.43
4 Years	30.91	31.76
5 Years	33.90	34.83
6 Years	35.75	36.73
7 Years	37.56	38.59
8 Years	39.15	40.23
25 Years	39.84	40.94

Nurse Educator, Nurse Clinician, Infection Control/Occupational Health Nurse, Clinical Leader

	<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
Start	30.81	31.66
1 Year	31.29	32.15
2 Years	31.78	32.65
3 Years	33.34	34.26
4 Years	34.95	35.91
5 Years	36.97	37.99
6 Years	38.88	39.95
7 Years	40.88	42.00
8 Years	43.80	45.00
25 Years	44.57	45.80

Nurse Practitioner

	<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
Start	38.16	39.21
1 Year	38.73	39.80
2 Years	39.37	40.45
3 Years	41.31	42.45
4 Years	43.26	44.45
5 Years	45.71	46.97
6 Years	48.15	49.47
7 Years	50.62	52.01
8 Years	54.21	55.70
25 Years	55.17	56.69

APPENDIX 4 – SUPERIOR CONDITIONS**SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD
DATED OCTOBER 23, 1981**

<p>Clause # Central Agreement Full-time</p>	<p>Applicable clause from existing Collective Agreement (expiry date March 31, 1991)</p>
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<p>10.04 NOTE</p>	<p>11.03</p>	<p>Seniority shall be defined as length of unbroken service of a nurse with Deep River and District Hospital including all service with its predecessor the Deep River Hospital during the period of time when it was owned and operated by Atomic Energy of Canada Limited. It shall only be used as a factor in cases of promotions, demotions, lay-offs, recalls, transfers, vacation preferences, and preference of shift where such may be required. Service with Atomic Energy of Canada shall not be included in the determination of any monetary or monetary related benefits.</p>
<p>14.11 NOTE</p>	<p>16.09</p>	<p>Costs of taxi fares shall be provided or a nurse who provides her/his own transportation to return from Petawawa, or any other drop off point, to Deep River shall be reimbursed at the current hospital approved rate per mile for the round trip in lieu of taxi fare.</p> <p>A taxi fare and meal petty cash fund shall be made available to nurses to draw from before leaving on an ambulance trip.</p>
<p>19.09</p>	<p>22.07</p>	<p>Where the Hospital considers that additional educational preparation is required for a job then such preparation shall be paid for according to the following scale:</p> <ul style="list-style-type: none"> - Special Courses and/or Nursing Unit Administration \$15.00 monthly - 1 Year's University Diploma \$40.00 monthly - Bachelor of Science Degree (Nursing) \$80.00 monthly - Master's Degree (Nursing) \$120.00 monthly <p>In the calculation of a nurse's basic rate of pay, the above additional allowance shall not be taken into account.</p>

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14.10 NOTE	16.09	<p>Costs of taxi fares shall be provided or a nurse who provides her/his own transportation to return from Petawawa, or any other drop off point, to Deep River shall be reimbursed at the current hospital approved rate per mile for the round trip in lieu of taxi fare.</p> <p>A taxi fare and meal petty cash fund shall be made available to nurses to draw from before leaving on an ambulance trip.</p>
15. NOTE	17.03	A part-time nurse who works on the day a paid holiday is observed, shall be entitled to receive pay at the rate of time and one-half (1½) for all hours worked on the paid holiday.
	17.06	Notwithstanding Article 17.03 and 17.04, where a part-time nurse is assigned to relieve a full-time position for a minimum three (3) week period, the nurse shall qualify for any statutory holidays that fall within such period.
	17.04	A part-time nurse who does not work on the day on which a paid holiday is observed shall receive no payment for such day and the percentage added to the nurse's daily rate of pay shall be deemed to take into account payment for this day.
18.09	22.07	<p>Where the Hospital considers that additional educational preparation is required for a job then such preparation shall be paid for according to the following scale:</p> <ul style="list-style-type: none"> - Special Courses and/or Nursing Unit Administration \$15.00 monthly - 1 Year's University Diploma \$40.00 monthly - Bachelor of Science Degree (Nursing) \$80.00 monthly - Master's Degree (Nursing) \$120.00 monthly <p>In the calculation of a nurse's basic rate of pay, the above additional allowance shall not be taken into account.</p>

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A - RECOGNITION

- A.1 By virtue of the Certificates issued by the Ontario Labour Relations Board, dated August 9, 1974 and the accompanying decision with respect to the composition of the Bargaining Units, the Hospital recognizes the Association as the exclusive bargaining agent of all its Registered and Graduate Nurses who are engaged in a nursing capacity, save and except the Director of Nursing, the Head Nurse on the Medical and Surgical wards and persons above those ranks.

ARTICLE B – MANAGEMENT RIGHTS

- B.1 Except as specifically abridged, delegated, granted or modified by the Agreement, all the rights, powers, and authority of Management are retained by the Hospital and remain exclusively and without limitation within the rights of management.
- B.2 Without limiting the generality of the foregoing, the Hospital's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies, and practices, to be observed by its nurses, and the right to discipline or dismiss nurses for just cause.
 - (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards, and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
 - (c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend nurses and also to select nurses for positions not covered by this Agreement provided a claim of unjust discipline, dismissal or suspension is subject to grievance.
 - (d) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.
- B.3 The Hospital agrees that in exercising its rights, as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

- C.1 Each party shall have three (3) representatives on the Hospital-Association Committee.
- C.2 The Hospital shall recognize a negotiating committee of not more than four (4) Association members, at least one (1) of whom will be a part-time representative.

- C.3 The Association may appoint or otherwise select Association officers, four (4) of which shall assist nurses in presenting grievances.
- C.4 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.5 The Hospital will notify the Bargaining Unit President (BUP) or designate of each new hire and the nurse's start date. The Bargaining Unit President or designate may schedule thirty (30) minutes with the new hire at a time that is convenient to the BUP and employee at any time during the probationary period. The usual notification for union meetings need not apply to this article.
- C.6 Professional Development Committee
- The Hospital shall recognize a joint committee of three (3) Union representatives and three (3) employer representatives who will meet to develop and implement guidelines which govern this committee. The union representatives will be chosen by the ONA membership. The Professional Development Committee shall meet on a quarterly basis, dates to be determined at the beginning of each calendar year.

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

- D.1 In requesting leave of absence days for local association business, the Association shall:
- (a) Provide written notice of at least one (1) week unless circumstances do not permit.
 - (b) Provide that not more than three (3) nurses at any one time request such leave, conditional upon these nurses not being from the same area of the Hospital.
 - (c) Provide that the total number of days in any one (1) calendar year for such leave for all nurses not exceed forty-five (45) days.
 - (d) Should a member become the Local Coordinator as specified in Article 11.02 of the Central Agreement, the employer will grant an additional twenty-five (25) days leave for this position. Should additional days be required by the Local Coordinator, the parties will meet to re-negotiate.
- D.2 Nurses may request an unpaid leave of absence for the purpose of professional development, relevant to their nursing practice at the Hospital. e.g. ACLS, TNCC, ENPC, PALS. Such requests shall not be unreasonably denied.
- D.3 Local Coordinator Leave
- The Hospital agrees to grant leaves of absence, without pay, to an employee elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she/he may require fulfilling the duties of the position.

- D.4 The Employer will pay the Bargaining Unit President/Local Coordinator or designate at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours.

ARTICLE E – SCHEDULING PROVISIONS

- E.1 The first shift in any day shall be deemed to be the day shift for purposes of scheduling.
- E.2 Subject to the Hospital's approval, nurses within the same classification may be allowed to trade days off on their own, providing that such a request is submitted in writing to the Hospital in advance of the change and mutually signed by the nurses involved. Such trade of shift is to be completed within four (4) weeks of the date of first shift traded. Requests for trades outside the four (4) weeks period will be considered on an individual basis.
- E.3 The Hospital will post a six (6) week schedule two (2) weeks in advance of its effective date.
- E.4 Except during a disaster (e.g. Code Orange), premium shifts will be offered by seniority to employees capable of performing the available work in the following order:
- (a) Part-time employees whose combined scheduled and worked hours are less than seventy five in the pay period.
 - (b) Part-time and Full-time employees as a combined group

Notwithstanding the foregoing, an employee will not be offered a "double shift" until the second shift has been offered to all nurses who are not in a "double shift" situation.

- E.5
- (a) A nurse who works extended tours shall have a minimum of twelve (12) hours off from the completion of one scheduled tour to the next scheduled tour, including any additional tour(s). If the nurse does not receive that minimum number of hours off, the nurse will be paid premium in accordance with Article 14 of the Collective Agreement for all hours worked within the minimum hours required off.
 - (b) A nurse who works a mix of regular tours and extended tours shall have a minimum of twelve (12) hours off at the completion of the extended tour and the start of the regular tour, including any additional tour(s). If the nurse does not receive that minimum number of hours off, the nurse will be paid premium in accordance with Article 14 of the Collective Agreement for all hours worked within the minimum hours required off.
 - (c) A nurse will have a minimum of sixteen (16) hours off at the completion of a regular tour and the start of an extended tour, including any additional tour(s). If the nurse does not receive that minimum number of hours off, the nurse will be paid premium in accordance with Article 14 of the Collective Agreement for all hours worked within the minimum hours required off.

- (d) A nurse will have at least two (2) consecutive regular tours or sixteen (16) hours off between changes from one regular tour to another regular tour. If the nurse does not receive that minimum number of hours off, the nurse will be paid premium in accordance with Article 14 of the Collective Agreement for all hours worked within the minimum hours required off.
- (e) A nurse will have a minimum of forty-eight (48) hours off following the completion of a night shift. Where a nurse agrees to a shorter period of time, she will be entitled to be paid premium in accordance with Article 14 of the Collective Agreement for all hours worked on the next shift worked.

- E.6 Where a nurse elects to take paid time in lieu of overtime in accordance with Article 14.09 (full-time section), it shall be scheduled at a mutually agreed time between the Hospital and the nurse.
- E.7 For purposes of Article 14.15 the weekend premium shall be paid from 2330 hours Friday to 2330 hours Sunday.
- E.8 Prior to initiating innovative unit scheduling, weekend or individual special circumstances arrangements as per central language 13.03, 13.04 and 13.05 the employer will notify the Bargaining Unit President or designate and meet with the Union to discuss and develop any necessary guidelines that will govern the particular schedules.

ARTICLE F – 7.5 HOUR TOURS

- F.1 When a nurse is scheduled to work 7.5 hours the nurse will be entitled to premium for all hours worked in excess of the nurse's scheduled shift in accordance with Article 14.

Example: 7.5 hours scheduled – the nurse will receive overtime as per 14.01 (a) and (b) if the nurse works over the 7.5 hours.
- F.2 The schedule for full-time nurses shall provide for four (4) days off work in a fourteen (14) day period and in any two (2) week period, at least one (1) weekend off will be scheduled.
- F.3 The schedule for full-time nurses shall provide for a maximum of seven (7) consecutive days of work prior to days off. For hours worked on the eighth and subsequent days, a nurse shall be paid at the premium rate of pay for those hours until a day off is granted.
- F.4 For the purposes of 7.5 hour scheduling, a weekend off is defined as 2330 hours Friday until 0730 hours on Monday.

A nurse will receive premium pay for all hours worked on the second and subsequent consecutive weekend 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. Job sharers who choose to split their weekend will do so as an exchange of shifts.
- (d) the nurse is casual in which case the nurse will receive premium pay for all hours worked on the third and subsequent consecutive weekend.

F.5 Where practicable, a nurse who requests permanent evening or night shifts shall be granted such request. Where several nurses request such placement, and it is practicable for the Hospital to honour some but not all requests then the seniority rule shall apply.

F.6 For purposes of Article 14.10 the hours for the normal seven and one-half hour tours of work are:

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

ARTICLE G - EXTENDED TOURS – 11.25 HOURS

G.1 The parties agree to the following terms regarding implementation or discontinuance of extended tours:

- (a) The Hospital will meet with the Bargaining Unit President or designate to discuss the implementation of extended tours. Extended hour tours will be implemented in an area when at least 75% of the full-time and regular part-time nurses in that area vote in favour by secret ballot that they wish extended. The rotations on the schedule shall be assigned on the basis of seniority.
- (b) Extended hour tours will be discontinued at any time after six (6) months of the implementation of such tours. The Hospital will provide the Union with written notification of such discontinuation sixty (60) days prior to the discontinuation and will meet with the Union within fifteen (15) days of the notification to discuss the reasons. Discontinuation may be based on the following:
 - i) At least 50% of the nurses involved indicate in a secret ballot that they no longer wish to work extended tours; 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 or arbitrary, states its intention to discontinue the extended tour schedule.

G.2 Scheduling

- (a) The hours for the twelve (12) hour extended tour rotations are:

0730 -1930 - day shift
1930- 0730 - night shift

The day shift shall be the first shift of the day, unless otherwise agreed by the parties. Schedules will provide for 225 hours averaged over each six (6) week period for full-time nurses.

- (b) For the purposes of 11.25 hour extended tour scheduling, a weekend off is defined as 1930 hours Friday until 0730 hours on Monday.
- (c) At least every second weekend shall be scheduled off.

A nurse shall receive premium pay for all hours worked on a second and subsequent consecutive weekend save and except where:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work; or
- iii) such weekend is worked as the result of an exchange of shifts with another nurse. Job sharers who choose to split their weekend will do so as an exchange of shifts.
- iv) the nurse is casual in which case the nurse will receive premium pay for all hours worked on the third and subsequent consecutive weekend.

- (d) There will be no more than three (3) consecutive tours scheduled. Where a nurse works additional hours, the nurse shall be paid premium rates for the additional hours worked.
- (e) When a nurse is scheduled 11.25 hours, overtime applies to all hours worked in excess of the scheduled shift. For example: 11.25 hours scheduled – the nurse will receive overtime as per Article 14.01 (a) and (b) if the nurse works over the 11.25 hours.
- (f) A nurse who works extended tours shall have at least twelve (12) hours off between shifts. A nurse who works a mix of regular tours and extended tours, shall have at least twelve (12) hours off between an extended tour and a regular tour. A nurse will have at least sixteen (16) hours off between a regular tour and an extended tour. If such circumstances do not prevail, then the nurse shall be paid at premium rates of pay for all hours worked during the aforementioned period of twelve (12) or sixteen (16) hours.

There shall be at least two (2) consecutive tours off between a change of tour and at least forty-eight (48) hours off duty following tours of night duty, except where a nurse agrees to a shorter period of time. Where a nurse agrees to a shorter period of time, she shall be paid at the premium rate.

G.3 Lieu Days

With reference to Article 15.05 Note, if a full-time nurse takes a lieu day on an extended tour, the 3.75 hours may be made up from banked hours, vacation hours or taken as an unpaid leave of absence.

ARTICLE H – PART-TIME SCHEDULING

- H.1 (a) Unless otherwise designated, regular part-time nurses have a commitment of .4 FTE i.e. ninety (90) hours averaged over the six (6) week posted schedule of the unit. Regular part-time nurses shall be scheduled off at least every second weekend.

The above mentioned commitment shall not be construed as a guarantee of hours as per Article 13.01.

- (b) In the event a nurse has had a reduction of hours below her commitment, the nurse shall have priority for additional shifts up to her commitment in any unit for which the nurse has provided availability after the nurses on that unit have been scheduled to their commitment. Where more than one nurse has an entitlement to priority scheduling as described above, shifts will be provided to the nurses who have had a reduction of hours below their commitment, in order of seniority.
- (c) All regular part-time and casual staff must submit availability sheets two (2) weeks before the posting, i.e. four (4) weeks before the start date of the new schedule.

H.2 Part Tours (4 Hour Tours)

Where part-time nurses are scheduled to work less than a normal tour (7.5 hours) Article E, F and H in its entirety will apply except as amended by the following:

No regular part-time nurse will be scheduled to work solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are agreed to by the nurse.

The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level.

- H.3 Part-time Employees, in accordance with seniority and availability, who are scheduled to work the weekend adjacent to a holiday, will also be scheduled for the holiday. Part-Time Employees who work on the holiday weekend will be given, in order of seniority, first priority for additional work on the holiday. For clarity, this article does not amend the master rotation and applies only to *additional* shifts. Christmas and New Years are excluded; Easter weekend is included as a block of four (4) days standard tours and three (3) days extended tours.

H.4 Assignment of Additional Shifts

Available shifts will be assigned as follows:

- (a) Regular part-time will be assigned shifts in accordance with their part-time commitment included in the master rotation.
- (b) Regular part-time nurses who are in a position of less than 0.4 FTE, on request, are entitled to change their commitment to 0.4 FTE. Regular part-time nurses in positions of less than 0.4 FTE will be entitled to additional shifts up to a 0.4 FTE commitment prior to additional shifts being provided to regular part-time nurses that have a 0.4 FTE commitment.
- (c) Additional shifts that are known to be available will then be offered by the Hospital, within the unit, based upon the employees' stated availability, on the basis of seniority, up to full-time hours. Regular part-time will be scheduled before casuals.
- (d) Thereafter, any additional shifts on the schedule or otherwise will be offered first to regular part-time and then casual staff who are qualified and capable of performing the work on the unit, based on seniority and availability. Any remaining unfilled shifts will be offered to all other nurses who are capable of performing the work in order of seniority.
- (e) No shifts will be assigned by this process that result in the employee receiving premium pay when other employees are available to perform the work at straight time. When such tours are offered at premium rates, they shall be offered in accordance with Article E.4.
- (f) Regular part-time employees who request additional shifts on a unit other than their home unit will be scheduled as casuals on the alternate unit.
- (g) It is understood that the Hospital will not be required to offer additional shifts which would result in premium pay. Premium payment entitlements are defined in the scheduling provisions of the Collective Agreement, and the offering of additional shift(s) on a designated holiday is to follow the guidelines in Article H.3.
- (h) Job sharers may make themselves available for additional shifts on their scheduled day off. They will be called based on their part-time seniority in the Bargaining Unit.
- (i) Job sharers may be offered additional shifts even when their partner is working once the regular part-time and casual employees have been offered scheduled shifts as per H.4 (c) and (d).

ARTICLE I – STANDBY

- I.1 (a) It is understood that the Hospital shall provide a pager to any nurse on standby.
- (b) A full-time nurse will not be scheduled for standby on days off or vacation.
- (c) The Hospital shall notify the Local President or designate prior to initiating standby assignments on any unit.

ARTICLE J - PAID HOLIDAYS

J.1 For the purposes of this Agreement, the following shall be recognized as paid holidays:

January 1	July 1
Family Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday	December 25
Second Monday in June	December 26

J.2 Where a nurse is entitled to a lieu day in accordance with Article 15.04 or 15.05 (full-time), it will be taken within thirty (30) days prior to or after the actual date of the Statutory Holiday as per Article J.1. If a request for a lieu day is not granted by the employer the lieu day will be carried forward until such time as it can be taken. Request for time off in lieu will not be unreasonably denied. It is understood that should the employee not request time off in the allotted time it will be paid out.

J.3 A shift that begins or ends during the twenty-four (24) hour period of the above holidays, where the major portion of time worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift. Notwithstanding the foregoing, for "12 hour" extended tours, premium will be paid for the actual hours worked on the holiday.

J.4 Unless mutually agreed between the hospital and the nurse involved, nurses will receive five (5) consecutive days off during the Christmas and New Year's period.

Christmas must include either December 24 and 25 or December 25 and 26. New Year's must include December 31 and January 1. In order to schedule the aforementioned days off, during the four weeks which include December 15 to January 5, the weekend provisions of Articles F.4 and G.2 may be changed such that two weekends are scheduled off in the four week period. Any additional weekend worked during that period shall be paid at premium pay. The employee will not be scheduled for three weekends in a row including the weekend before and after the designated four (4) week period. Where an employee works on a third consecutive and subsequent weekend, the nurse shall be paid premium pay for all hours worked.

Full-time and part-time nurses will be granted these holiday periods on an alternating basis from year to year in their work unit.

Nurses who are not entitled to time off as mentioned above may be granted additional time off based on seniority if other nurses are available to work such time. It is agreed that any requests for additional time off shall be granted on a seniority basis.

Nurses may also be granted the opportunity to exchange shifts.

ARTICLE K - VACATIONS

K.1 The vacation year shall be from January 1 to December 31 and for the purpose of determining vacation entitlement and increased vacation entitlement. Where a nurse

becomes entitled to increased vacation during the vacation year the nurse shall be allowed the nurse's full vacation entitlement at any time in that vacation year and a nurse with less than one (1) year of service shall be allowed the nurse's full vacation entitlement in the appropriate vacation year. If a nurse terminates the nurse's services after having taken the nurse's vacation and prior to the full accrual of vacation credits the nurse shall be liable to the Hospital for repayment of any vacation time which was not earned by her/him.

K.2 A nurse shall submit the nurse's written request for a vacation period on or before April 1st of each year. The Hospital will endeavour to schedule vacations in accordance with K.3 and having regard to the efficient operation of the Hospital. When scheduling vacations, first preferences shall be given to full-time nurses.

K.3 Vacation Scheduling

- (a) Nurses will select their vacation preference by filling in the vacation preference sheet.
- (b) Vacation preference sheets will be posted by March 1 for the summer period, June 1 to September 15. The preference sheet must be completed by April 1.
- (c) Confirmation of the vacation schedule shall be posted by May 1 each year for the summer period, June 1 to September 15. Where two (2) or more nurses request the same period of vacation and the Hospital is unable to allow for the number of nurses being off at the same time then seniority of the nurses concerned shall be the deciding factor.
- (d) Requests for vacation submitted by the deadline as stated in (b) above will be given preference over requests submitted after the deadline.
- (e) Requests for individual vacation shifts will be considered after vacation requests of two (2) or more shifts.

K.4 Where practicable a nurse may receive the nurse's vacation in an unbroken period of three (3) weeks duration during the summer months (June 1 – September 15). If possible the employer will grant additional vacation if requested.

For part-time nurses, a week of vacation request is considered a week of vacation taken, regardless of the scheduled shifts in that period.

K.5 Requests for vacation outside the above vacation period will be considered on an individual basis on a first come-first served basis. In the event of a conflict between ONA nurses before the vacation is confirmed, seniority will govern.

Vacation requests submitted at times other than as referred to in Article K.3 will be provided with a written response in four (4) weeks of the submitted request.

Vacation will be granted subject to availability of staff.

K.6 A nurse may apply in writing to carry over up to ten (10) days of vacation entitlement into the subsequent vacation year provided such time is taken prior to March 31. Approval of such requests will not be unduly withheld.

- K.7 Vacation pay for part-time nurses shall be paid in December of each year covering earnings of the previous calendar year. Part-time nurses may request an additional vacation payout once per year in writing 3 weeks prior to the pay period for which it is required.
- K.8 A full-time nurse shall be entitled to receive the nurse's vacation pay prior to going on vacation providing that such request is made in writing to the Hospital at least two (2) weeks in advance of the vacation.

ARTICLE L- PREPAID LEAVE OF ABSENCE

- L.1 One (1) nurse may be absent at a time on prepaid leave of absence.

ARTICLE M - GENERAL

- M.1 The seniority list shall be posted by the Hospital in January and July of each year.
- M.2 The Hospital shall provide bulletin board space for the purpose of posting Association notices. All such notices except notices of meetings must be jointly approved by the Bargaining Unit President and the CEO or his/her designate.
- M.3 Nurses shall be paid by a deposit system at a bank of their choice through the Hospital. Nurses shall notify the Hospital in writing, ten (10) days prior to any pay period of any deposit change required. Statement of calculations will be issued bi-weekly notwithstanding conditions unforeseen and beyond the control of the Hospital, not later than the Thursday following the end of the pay period. At the choice of the employee, statements of calculations will be issued either in a sealed envelope or electronically. Nurses shall be notified in writing when receiving pay increases based on service progression.
- If there is an omission of more than twenty-five dollars (\$25.00), the nurse may request either that:
- (a) a payment in the amount be issued within 3 days or
 - (b) the amount be issued by direct deposit on his/her next pay.
- M.4 Nurses will endeavour to schedule all medical appointments during non working hours. Should this not be possible, and the nurse is required to travel at least ninety kilometres (90 km) from the Hospital for an appointment with a medical specialist, she may use sick time to a maximum of 11.25 hours per year. The hospital may require written confirmation of such appointment. The nurse may also use the 11.25 hours for such appointments for the nurse's spouse and/or child and/or parent. However, a request may be made for additional hours to be used for this limited purpose and the hospital shall assess the request on its own merits.
- M.5 Retiree Benefits – Process for Payment
- The retired nurse will provide payment of the premiums for retiree benefits either through monthly cheques or through a monthly preauthorized withdrawal process.

M.6 The parties agree that any unsuccessful bargaining unit member for a job posting will be notified, in writing, with a copy to the Bargaining Unit President, prior to posting the name of the successful candidate.

M.7 Electronic Grievance and Professional Responsibility Workload Reporting Form

- (a) The parties agree to use the electronic version of the O.N.A.Grievance Form at Appendix 1 of the Hospital Central Agreement. The parties agree to use the electronic version of the Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement.
- (b) The parties agree that hard copies of the electronic form(s) are valid for purposes of Article 7 and 8 of the Hospital Central Agreement.
- (c) The Union undertakes to get a copy of the electronic version signed by the grievor(s) and/or complainant(s) and provide a signed copy to the Hospital within a thirty (30) day period.
- (d) The parties agree the timely receipt of the electronic grievance document will be not be relied on as a preliminary argument should a grievance proceed to mediation or arbitration. The parties agree the timely receipt of the electronic Professional Responsibility Workload Report document will be not be relied on as a preliminary argument should the complaint proceed to mediation or Independent Assessment Committee hearing.

ARTICLE N - JOB SHARING

It is agreed that two nurses may share a full-time position subject to the agreement of all parties and provided that the following conditions are met:

N.1 Implementation

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

An incumbent full-time nurse wishing to share the nurse's position, may do so without having the nurse's 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.

N.2 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 defined as full-time, part-time, casual. 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.

N.3 Discontinuation

Either the Hospital and or the Union may discontinue the job sharing arrangement with ninety (90) days' written notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

N.4 All job sharers shall be treated as regular part-time employees and be subject to the provisions for regular part-time nurses except as modified herein.

N.5 Posted schedules for job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. Such schedules shall conform with the scheduling provisions for full-time nurses.

N.6 Total hours prescheduled to be worked by the job sharers shall be equal to one full-time position.

The division of scheduled shifts shall be determined by mutual agreement of the nurses and Management prior to the commencement of the schedule. However, all scheduled tours must be covered. Once the schedules are posted, the employees cannot make changes without the permission management in the area concerned.

N.7 Each job sharer may exchange shifts with the nurse's partner, as well as with other nurses as provided by the Collective Agreement.

N.8 Job sharers will have the right to determine between themselves which partner will work on a scheduled paid holiday, subject to the conditions of the Collective Agreement.

N.9 The job sharers will not be scheduled to work in total more paid holidays than would one full-time nurse unless mutually agreed otherwise.

N.10 Job sharers will be granted either the Christmas or New Year's period off pursuant to Article J of the Collective Agreement. When one job sharer works over Christmas, neither can be required to work over New Year's and vice-versa, unless mutually agreed otherwise.

N.11 It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the unit must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known.

Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central Agreement

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is able to cover the entire leave of absence the nurse must inform the supervisor in writing of his/her intention at the time the vacancy occurs. If the employee cannot cover for her or his partner, the vacancy will be posted.

N.12 No new job sharing requests will be granted on any unit once any notice of layoff has been provided to the Union until the notice period has expired.

ARTICLE O - MODIFIED WORK - FULL-TIME AND PART-TIME

- O.1 The Employer will provide to the Union, a monthly list of all ONA employees who are on a modified work program at the beginning of each month. The parties will meet regularly to discuss employees on a modified work program. The frequency of the meetings will be determined by the parties.
- O.2 When it has been medically determined that an employee is unable to return to the full duties of the nurse's 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 employee's potential return to suitable work in accordance with the *Ontario Human Rights Code*.
- O.3 The Hospital agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE P – INNOVATIVE SCHEDULING

P.1 Weekend Worker

A full-time nurse wishing to become a weekend worker as per article 13.04 of the Central Agreement will put such request(s) in writing to the Chief Nursing Officer, with a copy to the Union. If the Hospital and the Union agree to a weekend schedule, the parties will meet to negotiate how this schedule is to be introduced and any subsequent discontinuation.

Should the Hospital wish to create a full-time weekend worker position, the Hospital will notify the Union in writing. Should the Union agree to creating a weekend worker position the parties will meet to discuss how this affects the present schedules, part-time tours, discontinuation and in what manner the positions are to be filled.

P.2 Individual Special Circumstance Arrangements

The Hospital and the Union agree to implement individual special circumstance schedules pursuant to Article 13 of the Collective Agreement. The Hospital and the Union will establish a Letter of Understanding for all individuals approved to work Individual Special circumstance scheduling arrangements. The Letter of Understanding will be reviewed annually. The following conditions will apply:

- (a) The position(s) will be granted with the mutual approval of the Employer and the Union.
- (b) The Union and the Hospital agree that the additional hours created as a result of the granting of a Special Circumstance Arrangement, will be included in the discussion at the time the position is being created, to determine how the additional hours will be handled.
- (c) In the event the nurse takes an extended leave (i.e. greater than 60 days), the position will be posted as a temporary full-time position for the duration of the absence and be filled in accordance with the Collective Agreement Article 10.

- (d) It is agreed that Nurses in Special Circumstance positions are not entitled to declare their availability for extra available work. Where premium paid shifts are offered, Individual Special Circumstances Nurses may be called and offered the shift only after all other unit nurses have been offered the shift.
- (e) The Nurse is entitled to benefits as per the Collective Agreement. This will be included in the Letter of Understanding created for the individual nurse.

ARTICLE Q – SAFE & HEALTHY ENVIRONMENT

Q.1 The Hospital, in consultation with the Joint Health and Safety committee, as well as the Infection Control and Occupational Health Nurse(s), shall develop, establish and put into effect injury prevention and control measures, procedures, practices, equipment and training for the prevention and management of needlestick/sharps and musculoskeletal injuries.

The committee will have input in the selection and evaluation of devices with safety features to prevent such injuries. At least once a year the injury prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice. The Hospital shall provide training on the prevention and management of needlestick/sharps and musculoskeletal injuries during a new employee's orientation and to all employees at least annually.

The Joint Health and Safety Committee will review compliance with such injury prevention, practices, equipment and training during their physical inspection of the workplace.

Q.2 Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.

The Employer and the Union agree that if incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Joint Occupational Health & Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of nurses presented in that forum.

The Employer and the Union further agree that suitable subjects for discussion at the Hospital/Association Committee will include aggressive patients.

The Employer shall notify the Union in writing within five (5) days of any nurse who has suffered loss of hours of work as the result of assault while performing the nurse's work. The assaulted nurse may choose to have the nurse's name remain confidential. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Occupational Health & Safety Committee.

The Employer will consider requests for reimbursement for damages incurred to nurse's personal property such as eye glasses, contact lenses, other prosthesis, ripped uniforms, personal clothing, that occur as a result of patient action while performing the nurse's work. Such requests will not be unreasonably denied.

The nurse will endeavour to present the nurse's claim to the employer within seven (7) days after the event unless it was impossible for her/him to do so during this period.

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 to all employees at least biennially.

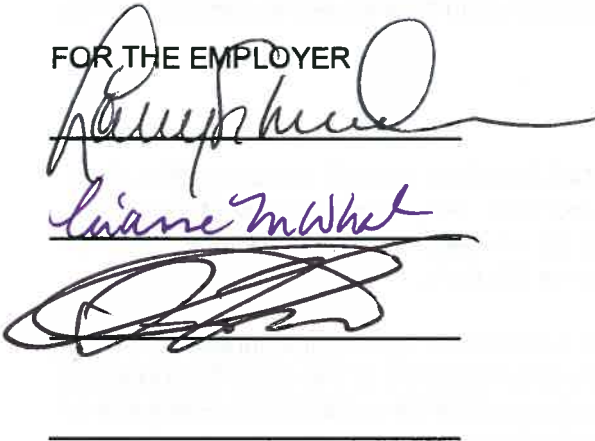
Immediate critical incident stress debriefing and post traumatic counseling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counseling sessions will be without loss of pay.

ARTICLE R – SUPERNUMERARY POSITIONS

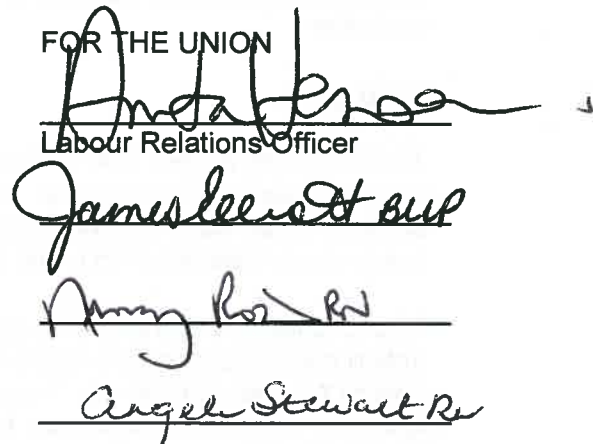
R.1 For clarity, the Hospital and the Union agree that all nurses hired into Supernumerary positions will have a Letter of Understanding created covering all provisions as outlined in the Collective Agreement related to Supernumerary Nurses.

Dated at Deep River, Ontario this 10th day of August, 2011

FOR THE EMPLOYER



FOR THE UNION



Labour Relations Officer

