

COLLECTIVE AGREEMENT

between

DRYDEN REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: JUNE 7, 2021

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**APPENDIX 3****DRYDEN REGIONAL HEALTH CENTRE**

<b>REGISTERED NURSE</b>			
	Effective April 1, 2020		Effective April 1, 2021
Start	\$33.56		\$33.90
1 Year	\$33.72		\$34.06
2 Years	\$34.28		\$34.62
3 Years	\$35.98		\$36.34
4 Years	\$37.67		\$38.05
5 Years	\$39.79		\$40.19
6 Years	\$41.94		\$42.36
7 Years	\$44.08		\$44.52
8 Years	\$47.22		\$47.69
25 Years	\$48.05		\$48.53
<b>GRADUATE NURSE</b>			
Start	\$31.27		\$31.58
<b>NURSE PRACTITIONER/RN (EC)</b>			
Start	\$57.11		\$57.69
1 Year	\$57.69		\$58.28
2 Years	\$58.25		\$58.83
8 Years	\$59.41		\$60.00
25 Years	\$60.60		\$61.20

**APPENDIX 4**

**DRYDEN REGIONAL HEALTH CENTRE**

**SUPERIOR CONDITIONS**

1. **Paid Holidays**

If a part-time nurse works on a designated holiday as per Article I.1 of Appendix 5, she or he shall be paid at time and one-half of the regular straight time hourly rate for all hours worked on such holiday. Where in addition, she or he is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse) she or he shall receive two times her or his regular straight time hourly rate for such additional hours worked.

2. **Health Programs**

Immunization - a nurse, upon request, may receive immunization at the Hospital's expense.

3. **Educational Allowance**

Salary recognition for additional preparation, the skills of which are utilized in the classification of employment of the nurse, will be provided as follows:

Special Course or N.U.A.	\$15.00 monthly.
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4. **Nurse Practitioner/RN (EC)**

The RN (EC) will be entitled to four (4) weeks vacation. Thereafter vacation entitlement will be in accordance with Article 16.

## **ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Association as the bargaining agent of all registered and graduate nurses employed at Dryden Regional Health Centre at Dryden, Ontario, save and except Nursing Co-ordinators and persons above the rank of Co-ordinator/Unit Manager.

## **ARTICLE B – DEFINITIONS**

- B.1 "Supervisor" or "Immediate Supervisor" when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

## **ARTICLE C – MANAGEMENT RIGHTS**

- C.1 The Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the nurse(s), which rules and regulations are primarily designed to safeguard the interests of the patients in the Hospital;
  - (b) hire, discharge, transfer, promote, demote, lay-off, suspend and otherwise discipline nurse(s) for cause provided that a claim of unjust promotion, demotion or transfer or a claim that a nurse(s) has been unjustly discharged or disciplined may be the subject of a grievance and may be dealt with as hereinafter provided.
- C.2 The Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

## **ARTICLE D – COMMITMENT OF REGULAR PART-TIME NURSES**

- D.1 Regular part-time nurses shall be available for work on the following basis:
- (a)
    - (i) nurses working 7.5 hour tours must be available for a pre-scheduling of at least eighteen (18) tours over a six (6) week period;
    - (ii) nurses working extended tours must be available for a pre-scheduling of at least twelve (12) tours over a six (6) week period;
  - (b) must be available for scheduling two (2) weekends in four (4);
  - (c) must be available for scheduling on six (6) paid holidays, including either Christmas or New Year's;
  - (d) must be available for scheduling two (2) shifts out of three (3) unless mutually agreed otherwise.

It is agreed that a nurse(s) availability for additional tours and/or overtime does not waive the nurse(s) right to premium payment provided under this agreement. It is

also agreed that a nurse(s) availability does not constitute a request that waives a premium under the Collective Agreement.

- D.2 The Hospital agrees to schedule the regular part-time nurses according to a fixed master rotation.

## **ARTICLE E – COMMITTEES AND REPRESENTATIVES**

E.1 Nurse Representative

The Hospital will recognize a Nurse Representative for each defined unit in the Hospital.

E.2 Grievance Committee

A Grievance Committee of not more than four (4) nurses employed by the Hospital. This will include the Chairperson or designate.

E.3 Negotiating Committee

A Negotiating Committee of not more than four (4) nurses employed by the Hospital.

E.4 Hospital-Association Committee

The Committee shall be composed of up to four (4) nurses to act on behalf of the Local Association and up to four (4) Nurse Representatives of the Hospital. The Bargaining Unit President or designate will identify to the Hospital which committee members require payment under Article 6.03 (e) at each Hospital-Association meeting.

E.5 Professional Development Committee

There shall be a Professional Development Committee composed of at least two (2) representatives of the Association and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.

E.6 Joint Occupational Health and Safety Committee

The Hospital will recognize one (1) bargaining unit nurse of the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she or he may be replaced by an alternate appointed by the Association.

E.7 Return to Work Committee

The Hospital and the Association are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful and physically and psychologically safe for them and valuable to the Hospital and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Association agree to co-operate in facilitating the return to work of disabled nurses. The Hospital and the Association agree that ongoing and timely communication by all participants is essential to the success of

the process. For the purposes of expediting communication, the Hospital and the Association agree that participants will use electronic communication where available.

Return to work issues will remain as a standing item at all Hospital-Association meetings.

#### **ARTICLE F – ARBITRATION HEARINGS**

F.1 Arbitrations shall be heard at Dryden, Ontario, or at such other places as may be agreed upon by the Association and the Hospital.

#### **ARTICLE G – POSTING OF CONFERENCES**

G.1 All conferences shall be posted in advance on bulletin boards to enable interested nurses to apply and selection shall be made from among these applications.

#### **ARTICLE H – ASSOCIATION BUSINESS**

H.1 Not more than two (2) nurses from any one unit and a maximum of four (4) nurses, including the President, shall be absent at any one time.

H.2 Revised copies of the seniority list will be posted on the Hospital's Intranet and supplied in an electronic copy to the Bargaining Unit President and Labour Relations Officer as of the first full pay period in January and July of each year.

H.3 The Hospital agrees to grant leaves of absence, without pay, to members of the Local Association who are elected to the Provincial positions, including that of Local Co-ordinator. The cumulative leave of absence for all nurses shall be sixty (60) days during the calendar year, subject to the following conditions:

- (a) The Association will give the Hospital as long a period of notice as possible and endeavour to provide a minimum of fourteen (14) days' notice. If the Hospital is given the above notice in a timely fashion, it will respond to the nurse involved within seven (7) days.
- (b) Not more than two (2) nurses from any one unit shall be absent on such leave at the same time.
- (c) At least two (2) Bargaining Unit Executives shall be granted leave for ONA Local executive meetings.

H.4 Payment for Bargaining Unit President

It may become necessary for the Hospital management to meet with the Bargaining Unit President in the capacity as Bargaining Unit President of the Association to discuss matters arising out of the administration of the Collective Agreement.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Hospital will

compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

To qualify for such payment, the Bargaining Unit President will submit, at the end of each month, a record of times and dates of these meetings to Human Resources. Payment will be issued on the Bargaining Unit President's next payroll cheque, subject to all applicable taxes. Notwithstanding the above, the Bargaining Unit President may, at the time of submitting the monthly record, request time off in lieu of payment, subject to the conditions for banking time as outlined in Article O.1.

## **ARTICLE I – PAID HOLIDAYS**

I.1 For the purposes of this Agreement, the following shall be recognized as paid holidays for full-time nurses:

New Year's Day	Family Day
Good Friday	Victoria Day
2 <sup>nd</sup> Monday in June	Canada Day (July 1 <sup>st</sup> )
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day (December 25 <sup>th</sup> )	Boxing Day (December 26 <sup>th</sup> )

I.2 (a) Full-time nurses will receive premium pay as provided in Article 14.03. Lieu days as provided in Article 15.04 and Article 15.05 shall be scheduled at a mutually agreeable time. Such nurses shall be allowed to accumulate a maximum of five (5) paid holidays to be taken at a mutually agreeable time. Accumulated days must be taken by the end of the fiscal year in which they are earned. Any days not taken within this time period will be paid out unless there is written approval from Human Resources.

Nurses will be able to utilize .5 of a lieu day or vacation day in conjunction with a full lieu day in order to have a full 11.25 hour tour off. If a nurse does not have more than one (1) full lieu day to her or his credit or 3.75 hours of vacation time, she or he will be able to use 3.75 hours of absent time in order to have a full 11.25 hour tour off.

(b) Nurses on stand-by duty on a paid holiday and required to work shall be paid premium pay as provided in Article 14.03 and be scheduled a lieu day at a mutually agreeable time.

(c) For the above holidays, the twenty-four (24) hour period of the holiday will be from 2330 hours the evening before the holiday until 2330 hours the evening of the holiday.



**ARTICLE J – VACATIONS**

- J.1 (a) The vacation entitlement determination date for full-time nurses shall be their nurse(s) seniority date.
- (b) All part-time nurses shall receive vacation pay calculated on a fiscal year basis to March 31<sup>st</sup>. Vacation pay will be received on each pay cheque in accordance with Article 16.01 of the Collective Agreement.

CLARITY NOTE: The parties agree the date of implementation will be January, 2017.

- J.2 No vacation days may be taken prior to completion of a nurse's probationary period or six (6) months continuous service with the Hospital, whichever is the lesser.
- J.3 A full-time nurse(s) shall be permitted to carry up to one (1) week of vacation to the next year. For anymore than one (1) week vacation, a request must be made, in writing, to the Chief Executive Officer or their designate.
- J.4 Part-time nurses will receive the vacation pay in one (1) lump sum on the first pay period in December or if requested, in writing, this lump sum will be paid during the pay period prior to their scheduled vacation. Such requests must be made at least two (2) pay periods in advance.

For those part-time nurses who work in excess of 1100 hours in the preceding year, the additional vacation pay will be paid on the first pay in February on a separate cheque.

NOTE: The Hospital agrees to continue with current practice of pay continuance during periods of vacation.

- J.5 The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital. Vacation time off during prime vacation period, June 15<sup>th</sup> to September 15<sup>th</sup>, will be limited to three (3) calendar weeks. In scheduling vacation requests, preference will be given in accordance with their seniority, provided the nurse exercises this right by the dates established below, after which time vacation requests will be scheduled on a first-come-first-serve basis. Requests for vacation will not be unreasonably denied. Nurses will make vacation requests as follows:
- (a) Requests for vacation time from February 1<sup>st</sup> to May 31<sup>st</sup> shall be submitted by November 1<sup>st</sup>. The Hospital shall deny vacation requests no later than December 15<sup>th</sup>. The final copy of the approved vacation schedule will be posted by January 15<sup>th</sup>.
- (b) Requests for vacation time from June 1<sup>st</sup> to September 30<sup>th</sup> shall be submitted by March 1<sup>st</sup>. The Hospital shall deny vacation requests no later than April 15<sup>th</sup>. The final copy of the approved vacation schedule will be posted by May 1<sup>st</sup>.
- (c) Requests for vacation time from October 1<sup>st</sup> to January 31<sup>st</sup> shall be submitted by July 1<sup>st</sup>. The Hospital shall deny vacation requests no later than August 15<sup>th</sup>. The final copy of the approved vacation schedule will be posted by September 1<sup>st</sup>.

- (d) Subject to the foregoing, vacation requests received after March 1<sup>st</sup>, July 1<sup>st</sup>, or November 1<sup>st</sup>, other than re-submissions of denied vacation, will be considered on the basis of date of receipt. In the event of a dispute, seniority will prevail. The Hospital will respond to the nurse within two (2) weeks.
- (e) Once a nurse has indicated a preferred vacation period, she or he may not exercise seniority rights to change this stated period. Posted vacation time shall not be changed without mutual consent of the nurses and the Hospital.
- (f) Vacation requests will not be denied when a nurse in one unit with less seniority who cannot perform the duties in another unit where a nurse with greater seniority has requested vacation and had been denied.

#### **ARTICLE K – MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE**

- K.1 The Hospital agrees to provide liability insurance to cover nurses in the event of any legal action brought against a nurse or nurses in the course of employment with the Hospital.

#### **ARTICLE L – BULLETIN BOARDS**

- L.1 The Hospital shall provide bulletin boards for the use of the Association that are located in the hallway outside of the cafeteria.

#### **ARTICLE M – CAFETERIA SERVICE**

- M.1 Cafeteria service or suitable substitute will be made available.

#### **ARTICLE N – SCHEDULING GUIDELINES**

- N.1 Normally, two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days.
- N.2 Tours of duty schedules shall be posted four (4) weeks in advance and shall cover a four (4) week period. Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. Such requests shall be subject to approval by the Hospital and shall not in any event result in additional cost to the Hospital.
- N.3 At least two (2) tours off shall be scheduled when tours of duty are changed, unless a mutually agreed upon exchange of tours is arranged between two (2) nurses.
- N.4 The Hospital agrees to discuss significant changes to a unit's master schedule with the Hospital-Association Committee and the unit involved. Only changes that in effect create a new rotation for a unit need be discussed. The Hospital will recognize

individual nurses seniority rights when filling a unit's master schedule, given that each rotation has the proper mix of skill and experience.

N.5 A nurse is entitled to at least two (2) weekends off in a four (4) week period. She or he shall be paid the premium pay as provided in Article 14.03 for all hours worked on a third and subsequent consecutive weekend, save and except where:

- (a) such weekend has been scheduled 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.

Definition of a Weekend

For the purpose of this section, a weekend shall be defined as a period of fifty-six (56) consecutive hours from the completion of the Friday day shift until the beginning of the Monday day shift.

N.6 Where a full-time nurse normally rotates on at least two (2) of the three (3) tours of duty or rotates on an extended tour schedule, at least fifty percent (50%) of her or his tours shall be scheduled on the day tour.

N.7 Where a nurse normally rotates on at least two (2) of the three (3) tours of duty, at least fifty percent (50%) of her or his tours shall be scheduled on the day tour.

N.8 A nurse requesting specific tours on a permanent basis shall be granted such request when possible.

N.9 Nurses will only be scheduled to work days/evenings or days/nights unless mutually agreed otherwise.

N.10 If a nurse accepts a casual shift, it will be her or his responsibility to work that shift unless the nurse is ill or the Hospital mutually agrees it will not be required. If, after the shift is accepted, the nurse decides she or he does not wish to work that shift, the nurse must follow the procedure for requesting absent time.

N.11 Regular Part-Time Scheduling

The Hospital agrees to schedule regular part-time nurses according to their commitment on the posted schedule.

Regular part-time nurses who wish to be pre-scheduled for additional tours over and above their commitment, must indicate their availability, in writing. This availability will remain valid until changed by the nurse.

When a regular part-time nurse accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made.

All regular part-time nurses will be scheduled on an equitable basis up to their commitment hours before any casual part-time nurses are utilized.

N.12 After Posting of the Schedule

- (a) When all regular part-time nurse(s) have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to nurse(s) on the basis of seniority, as follows:
  - (i) regular part-time nurse(s) at straight time;
  - (ii) casual part-time nurse(s) at straight time;
  - (iii) full-time nurse(s) who will be in overtime;
  - (iv) regular part-time nurse(s) who will be in overtime;
  - (v) casual part-time nurse(s) who will be in overtime.
- (b) A tour will be deemed to be offered whenever a call is placed.
- (c) It is understood that the Hospital will not be required to offer tours which would result in premium pay or subsequent shifts at premium pay.

N.13 Christmas/New Year's Scheduling

The master schedule from previous years will be maintained to be used in subsequent years.

The Hospital will endeavour to schedule a nurse off work for five (5) consecutive days but not less than four (4) consecutive days at either Christmas or New Year's in alternate years except in areas where nurses work Monday to Friday or unless mutually agreed to otherwise. For the purposes of this provision, job-sharers will be considered as regular part-time.

Nurse(s) who work in areas which normally are not scheduled to work on weekends or paid holidays may choose to utilize banked or vacation time during the holiday closure period. Vacation requests must be made, in writing, by September 1<sup>st</sup> of each year. Notwithstanding Article O, it is understood that vacation time may be converted to banked time, provided the nurse(s) submits the conversion request by November 1<sup>st</sup>. Nurse(s) who do not choose to utilize banked or vacation time may be reassigned to another department during the holiday closure period.

The scheduling provisions in Article N will be waived between December 15<sup>th</sup> and January 15<sup>th</sup> to provide for Christmas and New Year's scheduling.

Nurses will have the opportunity to self-schedule for the period December 15<sup>th</sup> to January 15<sup>th</sup>. It is understood that the scheduling guidelines in this provision will be followed.

For the purpose of self-scheduling, nurses will have until October 1<sup>st</sup> to work on the schedule. The Hospital will post the final schedule by November 1<sup>st</sup>.

## **ARTICLE O – EQUIVALENT TIME OFF**

- O.1 Overtime as provided in Article 14.09 where a full-time nurse chooses equivalent time off, such time off will be taken at a mutually agreeable time. A nurse can only have a maximum of seventy-five (75) hours in her or his bank at any time. Banked time must be taken within the fiscal year it is earned or it will be paid out unless there is written approval from Human Resources.

## **ARTICLE P – STANDBY**

- P.1 (a) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- (b) Scheduled standby assignments will be distributed equitably amongst the nurse(s) in any unit utilizing standby.
- P.2 Nurse(s) shall be permitted to exchange their standby assignments.
- P.3 (a) A full-time nurse(s) will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the nurse(s) and the Hospital.
- (b) When a full-time or part-time nurse(s) is scheduled for standby on a weekend, she or he is considered to be "working" the weekend for purposes of Article N.5.
- P.4 The Hospital will make available a pool of four (4) cell phones to those nurse(s) who are scheduled for standby. Once finished with the cell phone, the nurse(s) shall return such cell phone to the pool.
- P.5 Standby schedules will not be reassigned without consultation with the nurse(s) whose schedule is being changed.
- P.6 Where a nurse(s) has been called in from standby and worked the hours after 2400 hours, such nurse(s) will not be required to return to regular duties without at least eight (8) hours of time off before commencing the next shift and will be paid straight time for the full shift. However, if the Hospital is unable to provide eight (8) hours of relief between the end of the time that the nurse(s) left the Hospital and the start of the next regular shift, the nurse shall be paid time and one-half for the full shift.
- P.7 The Hospital will provide the nurse with forty-eight (48) hours' notice if standby is to be cancelled unless mutually agreed upon. If a nurse is cancelled with less than forty-eight (48) hours' notice, premium pay as per Article 14.03 shall apply to the first shift of the next schedule.
- P.8 A maximum of five (5) standby shifts in a twelve (12) week period are to be scheduled for Full Time Nurses and Part-Time Nurses.

**ARTICLE Q – EXTENDED TOURS**

Q.1 Introduction: Extended tours shall be introduced into any unit when:

- (i) a minimum percentage of the nurses on the unit indicate by secret ballot their acceptance of the extended tour arrangement. The percentage will be established by the Association and the Hospital will be notified of that percentage; and
- (ii) there is sufficient and suitable staffing complement available to enable the extended tour program and resultant work schedules to function; and
- (iii) the Hospital agrees to implement the extended tours. Such arrangement shall not be withheld in an unreasonable or arbitrary manner.

Q.2 Trial Period

The parties agree that extended tours will be introduced on a trial period basis on individual wards or units as mutually agreed and the individual trial period shall not exceed twenty-four (24) weeks. The parties agree to meet at the local level to evaluate the program after eight (8) and sixteen (16) weeks to ascertain the wishes of the Hospital and the nurses as to the continuation beyond the initial twenty-four (24) week trial period.

Q.3 Participation

All full-time and part-time nurses falling within the bargaining unit will, as a condition of employment, be required to work extended tours on a rotating basis in accordance with the unit's posted schedule.

Q.4 Hours of Work

- (a) Normal tour hours will be from 0730 to 1930 and 1930 to 0730. Should a seven and one-half (7 ½) hour tour be scheduled, the normal tour hours will be:

0730 - 1530;  
1530 - 2330; or  
2330 - 0730.

- (b) Scheduling of Meal Periods and Relief Periods

Regular tours:

- D fifteen (15) minutes paid – thirty (30) minutes unpaid – fifteen (15) minutes paid.
- E thirty (30) minutes unpaid – fifteen (15) minutes paid – fifteen (15) minutes paid.
- N fifteen (15) minutes paid – thirty (30) minutes unpaid – fifteen (15) minutes paid.

Extended Tours

D & N fifteen (15) minutes paid – thirty (30) minutes unpaid - fifteen (15) minutes paid – thirty (30) minutes (fifteen (15) minutes paid – fifteen (15) minutes unpaid).

Q.5 Scheduling

Nurses on extended tours will not be scheduled to work more than three (3) consecutive days or more than two (2) consecutive weekends and shall receive premium pay as provided in Article 14.03 for all hours worked on the fourth and subsequent extended tour or the third and subsequent consecutive weekend, save and except where the nurse involved requests such work or such work results from a change of shift with another nurse. It being understood that nurses will be scheduled off at least two (2) weekends in four (4).

Articles N.2, N.6, N.8 and N.9 also apply.

Definition of a Weekend

For the purpose of this section, a weekend shall be defined as a period of sixty (60) consecutive hours from the completion of the Friday day shift until the beginning of the Monday day shift.

Q.6 Shift Alterations

To deal with unusual circumstances which result in a disruption of normal scheduling such as Christmas/New Year period, the Hospital shall have the right to revert the unit back to the standard three (3) tour arrangement for a maximum four (4) week period.

Q.7 Discontinuation

Extended tours may be discontinued on any unit when:

- (i) the minimum percentage established by the Association indicate by secret ballot their wish to discontinue; or
- (ii) the Hospital states its intention to discontinue the extended tours in the schedule because of:
  - (1) adverse effects on patient care,
  - (2) inability to provide a workable staffing schedule,
  - (3) where the Hospital wishes to do so for other reasons which are neither arbitrary nor unreasonable.

It is agreed that should either party wish to discontinue the extended tours, a meeting will be held to discuss the matter prior to notice of termination being given.

In any event, written notice advising the other party of one party's wish to discontinue the extended tours must be given at least six (6) weeks prior to the date such party wishes to return to work as set out in the Collective Agreement.

**ARTICLE R – PRE-PAID LEAVE**

R.1 The number of nurses that may be absent at any one time as provided in Article 11.11 (c) will be one (1) full-time and one (1) part-time.

**ARTICLE S – JOB-SHARING**

The parties mutually agree to implement job-sharing. It is agreed that a full-time job will be shared by two (2) nurses on the following basis:

S.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the appropriate number and location of each shared position.

S.2 Total hours worked by the job-sharer shall equal one (1) full-time position. The schedule of this position will be mutually agreed between the Hospital and the two (2) nurses.

S.3 The above schedules shall conform with the full-time scheduling provisions of the Collective Agreement.

S.4 Each job-sharer may exchange shifts with her or his partner, as well as with other nurses as provided by the Collective Agreement.

S.5 Job-sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

S.6 Coverage

(a) It is expected that both job-sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.

Vacations, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Agreement

(b) In the event that one (1) member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit Supervisor but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

S.7 All other provisions covering job-sharing are contained in the Central Agreement.



S.8 Implementation

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

S.9 An 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.

S.10 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. If she or he does not continue full-time, the position must be posted according to the Collective Agreement.

S.11 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 T – MODIFIED WORK/RETURN TO WORK**

The Hospital and the Association recognize they have a joint responsibility under the Human Rights Code to attempt to accommodate the return to work of a nurse who is unable to perform all of the requirements of her or his position due to a disability.

There is a commitment and responsibility from both the Hospital and the Association to ensure that nurses disabled (whether permanently or temporarily) due to illness or injury are afforded available opportunities to return to work and/or participate in modified work programs, where appropriate.

The nurse shall meet with the Employee Health Services to determine the medical information required to be obtained from the nurse's physician. There is a commitment and responsibility of the nurse, at the earliest opportunity, to provide the Employee Health Services with this medical information regarding her or his ability to return to work and any restrictions.

T.1 The Hospital will notify the President of the Bargaining Unit on a quarterly basis of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D., S.T.D. (after thirty (30) days) or WSIB.

T.2 When it has been medically determined that a nurse(s) is ready to return to work, the Hospital will meet with the affected nurse and their Union Representative. The purpose of the meeting will be to determine the circumstances surrounding the nurse(s)' return to work and to create a return to work plan, if required.

T.3 The Hospital agrees to provide the nurse(s) with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board.

## **ARTICLE U – VIOLENCE IN THE WORKPLACE**

### U.1 (a) Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial, or other abuse which may cause physical or psychological injury or that gives a person reason to believe that she, he or another person is at risk of physical and/or psychological injury will be condoned in the workplace. Any nurse(s) who believes the situation to be abusive shall report this to the immediate Supervisor who will take every reasonable precaution to rectify the abusive situation.

### (b) Violence Policies and Procedures

The Hospital agrees to develop, in consultation with the Joint Health and Safety Committee or health and safety representative, formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, provision of legal counsel and support to nurse(s) who have faced violence. The policy and procedures shall be part of the nurse(s)' Health and Safety Policy and written copies shall be provided to each nurse(s) at time of hire.

Prior to implementing any changes to these policies, the Hospital agrees to consult with the Association and the Joint Health and Safety Committee.

### (c) Notification to the Association

The Hospital will notify the Joint Health and Safety Committee and the Association, in writing, of incidents related to violence where the nurse(s) became disabled or received medical aid within four (4) days. For critical injuries, the Hospital will notify the Joint Health and Safety Committee and the Association immediately and, in writing, within forty-eight (48) hours. Such notices will contain all of the information as prescribed in Section 5 of the Health Care Regulation.

### (d) Function of the Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Hospital agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff. The Hospital, in conjunction with the Joint Health and Safety Committee, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

### (e) Training

The Hospital agrees to provide training and education, developed in consultation with the Joint Health and Safety Committee, on the violence prevention and harassment policies and programs and on prevention of

violence to all nurse(s). This training will be done during a new nurse(s)' orientation and updated on an annual basis for all nurse(s).

(f) Support and Counselling

The Hospital and the Association recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

(g) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the nurse(s)' personal property, such as eyeglasses, contact lenses or other prosthesis, etc., ripped uniforms, personal clothing, as a result of being assaulted while performing her or his work.

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

(h) Violent Patient/Client

The Hospital and the Association recognize the Hospital's obligation under Section 25 (2) (h) to take every precaution reasonable to protect workers and 32.0.5 (3) of the Occupational Health and Safety Act to provide information, including personal information to a worker related to a risk of workplace violence from a person with a history of violent behaviour.

The Hospital in consultation with the Joint Health and Safety Committee or health and safety representative and the LHIN 14 Quality/Risk Management Section Committee shall develop an effective written measure and procedure to put in place a visible warning system for all staff who may be exposed to patients who have a history of violent behaviour. Such a system may include flagging measures such as:

- (i) information about individual patient triggers;
- (ii) pre-admitting checklist;
- (iii) computerized record (also on discharge) of history of violence;
- (iv) readily visible signage on the outside of the chart;
- (v) visible notation on the face sheet of the chart;
- (vi) signage for patient door rooms;
- (vii) signage at bedside if multiple occupancy room;
- (viii) wrist bands; and

- (ix) a method to communicate pertinent information about a transferred patient and associated visitor to the workers of a receiving department, another site or a community agency.

These measures and procedures will be re-evaluated annually in consultation with the Joint Health and Safety Committee/health and safety representative.

#### **ARTICLE V – PREMIUMS**

- V.1 For the purposes of Article 14.10 (shift premium), the evening shift is defined as the hours of work between 1530 and 2330 hours.
- V.2 For the purposes of Article 14.10 (shift premium), the night shift is defined as the hours of work between 2330 and 0730 hours.
- V.3 For the purposes of Article 14.15, the weekend premium is payable for all hours worked between Friday 2330 hours to Sunday 2330 hours.

#### **ARTICLE W – MISCELLANEOUS**

- W.1 Notification to Unsuccessful Job-Applicants

The parties agree that any unsuccessful candidate for an ONA job-posting will be notified, in writing, within one (1) week of the decision being made.

- W.2 Voluntary Part-Time Benefits – Process for Payment

The Hospital agrees to provide regular permanent part-time nurses with the option of voluntary participation in semi-private, extended health care and dental benefits. It is understood and agreed that the regular permanent part-time nurse who participates will assume the monthly premiums.

Any regular permanent part-time nurse who wishes to participate will provide payment of the premiums through a pre-authorized automatic transfer arranged through a local bank. Should there be any arrears for benefit premiums, the Hospital will notify the nurse that they have two (2) weeks to make the payment or benefit coverage will be cancelled.

It is understood that any transaction would be dated the first of each and every month. The Hospital will notify the Association of the benefit costs to regular permanent part-time nurses in January of each year and each time the benefit costs are re-negotiated by the Hospital.

W.3 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the Benefit Plan as outlined in Article 17.01 (h) of the Central Hospital Collective Agreement will provide payment of the premiums through a pre-authorized automatic transfer arranged through a local bank. Should there be any arrears for benefit premiums, the Hospital will notify the nurse that they have two (2) weeks to make the payment or benefit coverage will be cancelled.

It is understood that any transaction would be dated the first of each and every month. The Hospital will notify the Association of the benefit costs to retired nurses in January of each year and each time the benefit costs are re-negotiated by the Hospital.

W.4 Interview of New Nurse(s)

The time and place of the interview referred to in Article 5.06, shall be scheduled on Hospital premises and at a time mutually agreed by the Association and the Hospital. The Hospital will advise the Bargaining Unit President or designate of all nurse(s) to be interviewed prior to the interview.

W.5 Request for specific days off are to be submitted in writing prior to ONA call day as per the call day schedule every second Wednesday.

**ARTICLE X – ELECTRONIC GRIEVANCE FORMS**

X.1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).

X.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.

X.3 Electronic grievances may be sent, via e-mail, to the applicable Manager and copied to Human Resources or the identified designate.

X.4 The electronic signature of the Association Executive representative or Labour Relations Officer will be accepted as the original signature.

X.5 The Association undertakes to get a copy of the electronic version signed by the grievor.

X.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to Mediation or Arbitration.

**ARTICLE Y – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

Y.1 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.

- Y.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- Y.3 Electronic PRWRFs may be sent, via e-mail, to the applicable Manager or designate.
- Y.4 The electronic signature of the Association Executive representative or Labour Relations Officer will be accepted as the original signature.
- Y.5 The Association undertakes to get a copy of the electronic version signed by the nurse(s).
- Y.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

DATED at Dryden, Ontario, this 6<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

\_\_\_"Macy Warren"\_\_\_\_\_

\_\_\_"Chris Cormier"\_\_\_\_\_

\_\_\_"Siobain Moore"\_\_\_\_\_

\_\_\_"Angela Barr"\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

DRYDEN REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

AND:

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

RE: PAID LEAVE – LESS THAN 11.25 HOURS

The parties agree that:

1. A full-time nurse may utilize .5 of a statutory holiday or one (1) statutory holiday to allow for four (4) or eight (8) hours off at the beginning or end of an 11.25 hour tour, subject to the following conditions:
  - (a) The shift must be on the nurse’s original schedule (i.e., it cannot be a traded shift).
  - (b) Time off will be granted on a first-come-first-serve basis.
  - (c) The request must be submitted fourteen (14) days prior to the shift, whenever possible.
  - (d) Only one (1) nurse will be allowed off per shift throughout the Nursing Department.
  - (e) The request for time off will be approved, subject to the staffing requirements of the Hospital.

DATED at Dryden, Ontario, this 6<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

\_\_"Macy Warren"\_\_\_\_\_

\_\_"Chris Cormier"\_\_\_\_\_

\_\_"Siobain Moore"\_\_\_\_\_

\_\_"Angela Barr"\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

DRYDEN REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

AND:

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

RE: NURSE PRACTITIONER/RN (EC)/RN FAMILY HEALTH TEAM

The parties agree, without prejudice, that the Collective Agreement applies except as modified below:

1. Due to the nature of the work of the RN (EC) & RN, there will be flexible scheduling of hours in accordance with her or his workload. The RN (EC) & RN will adjust her or his schedule to compensate for the variation in that load. Any need for overtime compensation will be discussed with her or his Manager.
2. A normal work week shall consist of thirty-seven and one-half (37 ½) hours. Any hours worked in excess of seventy-five (75) hours bi-weekly will be taken as time in lieu at the rate of time and one-half at a time mutually agreeable to the RN (EC) & RN and her or his Manager. The RN (EC) & RN and her or his Manager will review the hours.
3. Scheduling of vacation will be at a time mutually agreed between the RN (EC) & RN and her or his Manager.

DATED at Dryden, Ontario, this 6<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

\_\_\_ "Macy Warren" \_\_\_\_\_

\_\_\_ "Chris Cormier" \_\_\_\_\_

\_\_\_ "Siobain Moore" \_\_\_\_\_

\_\_\_ "Angela Barr" \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

DRYDEN REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

AND:

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

RE: PICKING ROTATIONS WITHIN A DEPARTMENT

The parties agree that:

1. When a permanent rotation becomes vacant within a specific department, prior to the posting of the vacancy, other qualified members from within that department where the vacancy exists may pick the vacant rotation by order of seniority.
2. Only members of the same status may pick a vacant rotation. For example, full-time can only pick a full-time rotation and regular part-time can only pick a regular part-time rotation.

DATED at Dryden, Ontario, this 6<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

\_\_\_ "Macy Warren" \_\_\_\_\_

\_\_\_ "Chris Cormier" \_\_\_\_\_

\_\_\_ "Siobain Moore" \_\_\_\_\_

\_\_\_ "Angela Barr" \_\_\_\_\_

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## LETTER OF UNDERSTANDING

BETWEEN:

DRYDEN REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

AND:

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

### RE: INTRODUCTION AND DISCONTINUATION OF INNOVATIVE SCHEDULES

If the Hospital and the Association agree to Innovative Unit Scheduling pursuant to Article 13.03 of the Central Collective Agreement, the following conditions will apply:

1. Implementation

- (a) When eighty percent (80%) of the nurses on a unit indicate by secret ballot their willingness to participate in a master schedule that accommodates the Innovative Schedule, the Association and the Hospital will meet forthwith to arrange for such a trial.

The secret ballot will be conducted solely by the Association and the Association will post the results.

- (b) The resulting Innovative Schedule will be posted on the unit and filled by seniority amongst the full-time nurses on the unit. If a new position is created, it will be filled in accordance with Article 10.07 (a). The filling of such positions will not result in the lay-off or loss of hours of work of any full-time or regular part-time nurse.

- (c) A trial of the Innovative Schedule will run for a six (6) month period agreed upon by the parties. After three (3) months of the trial period, a meeting will be held with the unit, Hospital and the Association to evaluate the trial period and to make recommendations to improve the schedules, if needed. A further vote will be conducted on the unit at five and one-half (5 ½) months. Where the nurses in the positions agree and at least eighty percent (80%) of the nurses on the unit indicate their willingness to continue with the new master, the arrangement will continue.

2. Discontinuation

- (a) Either party may discontinue the Innovative Schedule with ninety (90) days' notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation.

It is understood that such discontinuation shall not be unreasonable or arbitrary.

- (b) Should the Innovative Schedule be discontinued, the nurses in these positions will revert back to their previous positions and the previous master rotation will be put in place.

DATED at Dryden, Ontario, this 6<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL

\_\_\_ "Macy Warren" \_\_\_\_\_

\_\_\_ "Siobain Moore" \_\_\_\_\_

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FOR THE ASSOCIATION

\_\_\_ "Chris Cormier" \_\_\_\_\_

\_\_\_ "Angela Barr" \_\_\_\_\_

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## LETTER OF UNDERSTANDING

BETWEEN:

DRYDEN REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

AND:

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

RE: SELF-SCHEDULING ON THE COMBINED UNIT (EAST UNIT)

The parties agree to enter into a self-scheduling arrangement based on the following conditions:

1. The Hospital will not be required to pay overtime rates for any hours worked by a nurse in excess of the normal hours where such excess hours are made necessary only to accommodate the transition to or from the self-scheduling arrangement. No penalty or premium payments resulting from the transition to or from the self-scheduling arrangement will be paid.
2. Any and all conditions and terms of the Collective Agreement, Appendices and Letter of Understanding between the Hospital and the Association shall remain in full force and effect except as amended by this Letter of Understanding.
3. Full-time and regular part-time nurses will be divided equally into three (3) groups.
4. Each group will schedule in different time slots coinciding with pay periods. These slots will be numbered 1, 2 and 3. Group A will begin self-scheduling in Slot 1, Group B in Slot 2 and Group C in Slot 3. Each group will advance to the next slot as indicated by the date at the top of the worksheet.
5. Each group must wait for their designated date to fill in their time to allow for the preceding group to make any necessary changes.
6. The number of shifts a nurse is to work in a two (2) week period will be flexible.
7. Full-time nurses will choose a total of forty (40) shifts in a twelve (12) week period. Regular part-time nurses will choose the number of shifts assigned to her or his position in the twelve (12) week period. After all nurses have completed the schedule, part-time nurses will be able to schedule additional shifts on an equitable basis, by seniority, to a maximum of twenty-four (24) shifts each. If additional shifts are still available, part-time nurses will be able to schedule additional shifts on an equitable basis, by seniority, up to full-time hours.
8. A nurse who wishes to work a majority of night shifts will be able to do so and must notify the facilitator in writing. Should the nurse decide to reverse this decision, the facilitator must be notified in writing.

9. A nurse should not work more than four (4) 11.25 hour shifts in a row. Special permission must be obtained from the Unit Manager to schedule more than four (4) shifts in a row. Premium pay shall not apply for any fourth and consecutive shift self-scheduled by the nurse, however, premium payment as stated in the Collective Agreement shall apply should a change in schedule by the Hospital result in a fourth and consecutive shift.
10. A minimum of five (5) full weekends in a twelve (12) week period are to be scheduled. Part-time nurses will schedule themselves to work two (2) full weekends in twelve (12) weeks during their initial selection. During the subsequent selections under #7 above, part-time nurses will select:
- (a) one (1) additional full weekend when they choose up to twenty-four (24) shifts, if available;
  - (b) one (1) additional full weekend if they choose up to thirty-two (32) shifts; and
  - (c) one (1) final full weekend if they choose up to full-time hours (forty (40) shifts in twelve (12) weeks).
- Selections under 10 (b) and (c) are subject to sufficient weekend shifts available and that these shifts shall be shared equitably amongst staff.
- It is understood that there may still be some weekend shifts available and that these shifts shall be shared equitably amongst the staff.
- Should staff self-schedule themselves for three (3) consecutive weekends, premium pay shall not apply.
- A full weekend is defined as Saturday and Sunday day shifts or Friday, Saturday and Sunday night shifts.
11. (a) Where possible, two (2) obstetrical nurse(s) will be scheduled per shift.
- (b) At least two (2) nurse(s) with at least three (3) years of experience will be scheduled per shift (may include obstretrical nurse(s)).
12. Schedules are to be completed a minimum of six (6) weeks in advance and posted in accordance with the Collective Agreement.
13. The facilitator(s) will be an ONA member appointed by ONA.

DATED at Dryden, Ontario, this 6<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

\_\_\_"Macy Warren" \_\_\_\_\_

\_\_\_"Chris Cormier" \_\_\_\_\_

\_\_\_"Siobain Moore" \_\_\_\_\_

\_\_\_"Angela Barr" \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

DRYDEN REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

AND:

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

RE: MENTOR SELECTION

In conjunction with Article 9.08 (c) and Appendix 7, the parties agree to the following selection process for nurse(s) interested in being assigned a formal mentorship role.

Before the commencement of a mentoring arrangement, a general notice re: Mentorship Program will be posted on the ONA Boards for seven (7) days. Nurse(s) interested in participating in the formal mentoring agreement will indicate their interest, in writing, to their Unit Manager.

The Hospital shall select and assign the mentor for a given mentoring relationship from the interested nurse(s). At the request of any nurse(s), the Unit Manager will discuss with any unsuccessful candidate ways in which she or he may be successful in the future.

It is understood that a nurse(s) can only be involved in one (1) mentorship arrangement at a time.

DATED at Dryden, Ontario, this 6<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

\_\_\_ "Macy Warren" \_\_\_\_\_

\_\_\_ "Chris Cormier" \_\_\_\_\_

\_\_\_ "Siobain Moore" \_\_\_\_\_

\_\_\_ "Angela Barr" \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

DRYDEN REGIONAL HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

AND:

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

RE: ARTICLE 10.08 (a) – SINGLE SHIFT REASSIGNMENT

In accordance with Article 10.08 (a), the parties agree to implement the following principles for single shift reassignment. The reassignment will be from the nurse(s)' home unit to any other unit as required by the Hospital for the period of time up to and including a single shift. Patient care requirements are the first priority.

Reassignment will occur bearing in mind the following principles:

1. The Hospital will reassign, where possible, qualified nurse(s) who come forward to volunteer.
2. The Hospital will reassign qualified staff nurse(s), who are oriented in the other unit, in the following sequence, on the basis of reverse seniority: casual, regular part-time and/or full-time.
3. The Hospital will not reassign the nurse(s) outside of their scope of practice unless they are reassigned with an experienced nurse(s) on the receiving unit.

DATED at Dryden, Ontario, this 6<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

\_\_\_ "Macy Warren" \_\_\_\_\_

\_\_\_ "Chris Cormier" \_\_\_\_\_

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