

**LOCAL APPENDICES TO THE  
COLLECTIVE AGREEMENT**

Between:

**KEMPTVILLE DISTRICT HOSPITAL**  
(hereinafter referred to as "the Hospital")

And:

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

**Expiry Date: March 31, 2023**

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**APPENDIX 3 – SALARY SCHEDULE****FULL-TIME, REGULAR PART-TIME, CASUAL PART-TIME****Hourly Rates**

Note: Nurses holding a Temporary Class Certificate of Registration will be paid at the start rate

**Registered Nurse**

Step	April 1, 2021	April 1, 2022
Start	<b>\$33.90</b>	<b>\$34.24</b>
1 Year	<b>\$34.06</b>	<b>\$34.40</b>
2 Years	<b>\$34.62</b>	<b>\$34.97</b>
3 Years	<b>\$36.34</b>	<b>\$36.70</b>
4 Years	<b>\$38.05</b>	<b>\$38.43</b>
5 Years	<b>\$40.19</b>	<b>\$40.59</b>
6 Years	<b>\$42.36</b>	<b>\$42.78</b>
7 Years	<b>\$44.52</b>	<b>\$44.97</b>
8 Years	<b>\$47.69</b>	<b>\$48.17</b>
25 Years	<b>\$48.53</b>	<b>\$49.02</b>

**Assistant Head Nurse**

Step	April 1, 2021	April 1, 2022
Start	<b>\$35.93</b>	<b>\$36.29</b>
1 Year	<b>\$36.09</b>	<b>\$36.45</b>
2 Years	<b>\$36.64</b>	<b>\$37.01</b>
3 Years	<b>\$38.45</b>	<b>\$38.83</b>
4 Years	<b>\$40.30</b>	<b>\$40.70</b>
5 Years	<b>\$42.37</b>	<b>\$42.79</b>
6 Years	<b>\$44.57</b>	<b>\$45.02</b>
7 Years	<b>\$46.85</b>	<b>\$47.32</b>
8 Years	<b>\$50.20</b>	<b>\$50.70</b>
25 Years	<b>\$51.08</b>	<b>\$51.59</b>

**Team Leader**

Step	April 1, 2021	April 1, 2022
Start	<b>\$35.25</b>	<b>\$35.60</b>
1 Year	<b>\$35.42</b>	<b>\$35.77</b>
2 Years	<b>\$36.02</b>	<b>\$36.38</b>
3 Years	<b>\$37.79</b>	<b>\$38.17</b>
4 Years	<b>\$39.57</b>	<b>\$39.97</b>
5 Years	<b>\$41.80</b>	<b>\$42.22</b>
6 Years	<b>\$44.05</b>	<b>\$44.49</b>
7 Years	<b>\$46.30</b>	<b>\$46.76</b>
8 Years	<b>\$49.59</b>	<b>\$50.09</b>
25 Years	<b>\$50.45</b>	<b>\$50.95</b>

## **APPENDIX 4 – LOCAL PROVISIONS**

### **ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for nursing learners, all registered and graduate nurses engaged on a full-time or part-time basis in nursing care by Kemptville District Hospital, save and except Nurse Manager and persons above the rank of Nurse Manager. The Hospital is under no obligation to hire nursing learners.
- A.2 The word "nurses" when used in this Agreement shall mean persons included in the above-described bargaining unit.
- A.3 "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

### **ARTICLE B – MANAGEMENT FUNCTIONS**

- B.1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
  - (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
  - (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE C – COMMITTEES AND REPRESENTATIVES**

### C.1 Nurse Representatives

The Hospital will recognize four (4) nurse representatives from the following areas: Inpatient Units (2), ER (1), Surgical Care (1).

### C.2 Grievance Committee

The Hospital will recognize a Grievance Committee of three (3) nurses to attend grievance meetings as provided herein. This committee shall consist of executives of the Association and nurse representatives and a minimum of at least one (1) member of the executive as required.

### C.3 Negotiating Committee

There shall be a Negotiating Committee composed of three (3) nurses, one (1) of whom shall be a part-time nurse.

### C.4 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of two (2) representatives of the Association, one (1) of whom shall be the Bargaining Unit President and two (2) representatives of the Hospital, one (1) of whom shall be the Chief Nursing Officer or her designate. The membership of this Committee may be expanded by mutual consent, and advance notice shall be given.

### C.5 Professional Development Committee

There shall be a Professional Development Committee comprised of three (3) members of the Association, one of whom shall be the Bargaining Unit President, and three (3) members of the Hospital, one of whom shall be a Nurse Manager.

C.6 The Hospital will endeavour to hold joint Hospital/Union meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled tour. When such Hospital/Union meetings are scheduled outside of the Bargaining Unit President's regularly scheduled hours, the hours will be banked or paid at straight time rates. Accumulated hours will be taken at a mutually agreed upon time or paid out within the calendar year earned.

The Hospital will endeavour to schedule all meetings when the Bargaining Unit President works a day shift and further, the Hospital shall endeavour to replace the Bargaining Unit president for the Scheduled meeting.

## **ARTICLE D – LEAVE OF ABSENCE**

### D.1 Leave of Absence - Association Business

Leave of absence for Association business as provided for in Article 11.02 shall be given for up to an aggregate maximum of fifty-five (55) working days per calendar year, provided that two (2) weeks' notice is given to the Hospital except in extenuating circumstances. It is agreed that not more than one (1) nurse shall be absent from the Inpatient Units and not more than one (1) nurse shall be absent from

ER and not more than one (1) nurse shall be absent from Surgical Care on such leave at one time, ensuring the Bargaining Unit executive representatives are not included in these ratios, and provided the total number of nurses absent at any one time is no more than three (3). Additional requests for leave will not be unreasonably denied. When a bargaining unit member is elected Local Coordinator the parties agree any requests for leave to attend to essential duties of the role are not part of the aggregate fifty-five (55) working days.

- D.2 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 at the request of the Employer outside her or his regularly scheduled hours.

## **ARTICLE E – HOURS OF WORK**

### **E.1 Rest Periods**

There shall be two (2) rest periods in each tour, the duration of the rest periods as set out in Article 13.01 (b). The rest periods may be taken consecutively upon approval by the Hospital.

### **E.2 Accumulated Overtime and Premium Paid Hours**

- (a) The equivalent time off for accumulated overtime hours for full-time nurses as provided for in Article 14.09 shall be scheduled by mutual agreement. All accumulated overtime hours that have not been taken by March 1st and September 1st respectively, will be paid out by the end of those months.
- (b) Where a part-time nurse has worked and accumulated approved hours for which she or he is entitled to be paid overtime pay such part-time nurse shall have the option of banking the overtime hours to a maximum equivalent to seventy-five (75) hours.

The equivalent time off for accumulated overtime hours for part-time nurses may be used as granted time off equivalent to a shift. All accumulated overtime hours that have not been taken by March 1st and September 1st respectively, will be paid out by the end of the pay period in those months.

### **E.3 Consecutive Weekend Premium**

A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and additional, if any, consecutive and subsequent 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 a result of an exchange of tours with another nurse.

It is understood that a weekend consists of fifty-six (56) consecutive hours off work following the completion of the Friday day tour to commencement of the Monday day tour.

E.4

Scheduling Objectives

(a) General

i) Proposed master rotations will be developed by each Manager in consultation with the staff of the unit. The consultation shall include scheduling objectives and will include input for changes that will impact the majority of nurses.

ii) Copies of all master schedules and changes shall be sent to the Bargaining Unit President.

The Hospital agrees to discuss and provide drafts of all changes and proposed new master schedules with the Bargaining Unit President or her designate prior to implementation.

iii) Schedules for nurses will be posted at least six (6) weeks in advance covering at least a six (6) week period. The Summer schedule will be posted by May 1<sup>st</sup>, and cover the period from June 15<sup>th</sup> to Labour Day.

iv) 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. In any event, if approved by the Hospital, it is understood that:

1. Such exchange shall be done within two pay periods of the requestor's original shift;

2. Affected nurses will not be eligible for overtime or premium payments arising directly as a result of working the exchanged tour of duty, where such overtime or premiums would not otherwise have been applicable for the nurse originally scheduled to work the tour of duty;

3. In the event that one of the nurses is no longer available to fulfil the exchange, the obligation to work the shift remains with the nurse who accepted the exchanged shift; and,

4. Where the skill requirements of the position are met, approval of such exchanges shall not be unreasonably denied.

v) No split tours.

vi) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.

vii) Nurses shall have at least (2) weekends off in four (4) unless they accept additional shift(s).

(b) Christmas/New Year's Scheduling

In order to enable all nurses to receive five (5) consecutive days off at either Christmas or New Year's, during the four weeks which include December 15 to January 15, the master rotation may be suspended. If requested, time off at Christmas shall include December 24, 25 and 26, and time off at New Year's shall include December 31 and January 1. A nurse may request in writing to receive less than five (5) consecutive days off.

By September 15<sup>th</sup>, the Hospital will post the shifts worked by the nurses during the Christmas/New Year's period of the previous year by the deadline listed in the Long Term Vacation Planning calendar, nurses shall submit their request for Christmas or New Year's off.

In addition, where a unit of nurses wishes to self schedule over the Christmas and New Year's period, such schedule will conform with the collective agreement and will be submitted first to the Bargaining Unit executive who will forward it to the Hospital for approval by the submission deadline established in G.3 (b) i). The Hospital shall confirm the schedule or provide the amended schedule by the approval/denial deadline established in G.3 (b) i).

Unless otherwise agreed, the Hospital will endeavour to grant nurses the Christmas or New Year's period off, on an alternating basis from year to year in their work unit. Where conflict occurs, the preference will be granted on a seniority basis. Nurses shall not be required, but may elect to use vacation, accumulated overtime or LOA in order to receive five consecutive days off. The request must be received in writing.

When extra time off is available during the period defined as Christmas or New Years in Article E.4(b), it shall be offered in descending order of seniority to those nurses who have been scheduled to work those shifts provided the requirement of a reasonable staffing mix is met.

Working Christmas is defined as working a maximum of two shifts between the hours of 07:00 on December 24<sup>th</sup> and 19:00 on December 26<sup>th</sup>. New Year's is defined as working at a minimum, shift(s) between the hours of 19:00 on December 31<sup>st</sup> and 07:00 January 2<sup>nd</sup>.

After the Christmas schedule has been approved, if a nurse is granted a position where such nurse is replacing another nurse, she shall be required to assume the Christmas or New Year's schedule of the replaced nurse.

This provision shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.



(c) 7.5 Hour Tours

- i) Schedules for nurses may provide for more than five (5) consecutive tours of work, but not more than seven (7) consecutive tours of work without tours off as long as four (4) tours off are scheduled each fourteen (14) tours. In any two (2) week period at least two (2) consecutive tours off must be scheduled.
- ii) A nurse shall receive a minimum of forty-eight (48) hours off between the completion of the night tour and the commencement of a day or evening tour. If the nurse does not receive such time off, the latter tour shall be paid at the premium rate.
- iii) A nurse shall receive a minimum of twelve (12) hours off between the completion of an evening tour and the commencement of the day tour. If the nurse does not receive such time off, the latter tour shall be paid at a premium rate.

(d) 11.25 Hour Tours

- i) Employees will not work more than three (3) consecutive tours. If an employee works more than three (3) extended tours in a row, the employee will receive premium pay in accordance with article 14.03.
- ii) Where nurses work hybrid schedules, they will not be required to work more than 2 regular tours and 2 extended tours or 3 regular tours and 1 extended tour, without a day off. In the event these maximums are exceeded, the nurse will be paid at the premium rate until she receives a day off.
- iii) A nurse shall receive a minimum of forty-eight (48) hours off between the completion of the night tour and the commencement of a day or evening tour. If the nurse does not receive such time off, the latter tour shall be paid at the premium rate.
- iv) A nurse shall receive a minimum of twelve (12) hours off between the completion of an evening tour and the commencement of the day tour. If the nurse does not receive such time off, the latter tour shall be paid at a premium rate.

## E.5

(a) Regular Part-time Employees

Must be available as required by the Hospital and as follows:

- 1. Available to work two (2) weekends in four (4).
- 2. Available to work as scheduled:
  - (a) Any two tours between the hours of 07:00 on December 24<sup>th</sup> to 19:00 on December 26<sup>th</sup>, or
  - (b) December 31<sup>st</sup> and January 1<sup>st</sup>.
- 3. Available to work at least two (2) tours per week.

## E.6

Distribution of Additional Tours(a) General

- i) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- ii) All available tours will be offered to regular part-time nurses by seniority.
- iii) A tour shall be deemed to be offered whenever a call is placed if the required tour is within forty-eight (48) hours of its commencement; if the required tour is over forty-eight (48) hours, the Hospital will wait twenty-four (24) hours from time of offer for the employee to respond.
- iv) It is understood that the hospital will not be required to offer tours which would result in overtime or premium pay.

(b) Sequence for Offering Additional Tours to Part-Time Nurses

Additional tours shifts will be offered to nurses in descending order of seniority, as per the following sequence provided that necessary skill mix requirements are met:

- i) Regular part-time nurses on the Unit, including job sharers on days that neither job sharer is scheduled to work.
- ii) Qualified nurses that hold a casual position on the Unit.

(c) Sequence for Offering Additional Tours Resulting in Overtime and Premium Pay

Additional tours resulting in nurses being at overtime or premium rate will be offered in descending order of seniority, as per the following sequence provided that necessary skill mix requirements are met:

- i) Regular part-time nurses on the Unit, including job sharers on day that neither job sharer is scheduled to work.
- ii) Full-time nurses on the Unit.
- iii) Qualified nurses that hold a casual position on the Unit.

(d) Process for Offering All Additional Tours (Outside Long-Term Vacation Planning Process)

There will be two (2) processes for offering additional tours – Advance Booking and Short-Notice Booking.

i) Advance Booking

1. Every Tuesday at 12:00 hrs, the Central Scheduling Office (CSO) will send a list of tours that need to be filled to all RNs to their KDH email address.
2. RN's will have twenty-four (24) hours from when the email is sent to identify which tours they are available for based on any restrictions they have identified, and will be deemed accepted as per paragraph three (3) below.
3. After the deadline, and by end of day on Wednesday, the CSO will confirm any assigned tours by seniority in accordance with Article E.6 of the Collective Agreement to applicable RNs through KDH email. Should their availability change due to extenuating circumstances, the RN has until 7:00 a.m. (Thursday) to notify the CSO which shifts they cannot accept, which will result in them not being assigned the shifts identified.
4. Unfilled tours will be reoffered the following Tuesday as per this process unless staff need to be booked more immediately, in which case RNs will be contacted as per the short notice booking process below.
5. RNs will be required to check and use their KDH email as part of this process if they wish to be offered additional tours. In circumstances where RNs temporarily cannot access their KDH email, they may contact the CSO directly to find out what additional tours are available, and make alternate arrangements to communicate with the CSO in the interim until they can access KDH email. In these circumstances, RNs and CSO will be expected to abide by the timelines in the advanced booking process.

(ii) Short Notice Booking

1. Where there are additional tours that need to be filled on short notice outside of the advanced booking process, the CSO will contact nurses individually to offer them additional tours as per current practice. It is understood that these tours may occur within a short or long timeframe (e.g., short notice vacation requests, short sick leaves, unexpected absences, workload, etc.)
2. These tours will be offered to RNs in accordance with Article E.6, unless they are expressly unavailable (e.g., off on sick leave, have indicated they do not want to be called, etc.).

E.7 Introduction and Discontinuation of Extended Tours

(a) Extended tours shall be introduced for all nurses when:

- i) eighty percent (80%) of the full-time nurses and eighty percent (80%) of the part-time nurses in the affected unit so indicate by secret ballot; and

- ii) the Hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours may be discontinued in any event when:
  - i) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
  - ii) the Hospital wishes to do so because of:
    - A. adverse effects on patient care;
    - B. inability to provide a workable staffing schedule;
    - C. other reasons which are neither unreasonable nor arbitrary.
- (c) When written notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
  - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (d) There will be an ongoing evaluation of the extended tour program.

It is understood that the implementation of extended tours will be on a trial period for six (6) months. At the completion of the trial period a second vote will be taken in accordance with E.8 (a).

**ARTICLE F – PAID HOLIDAYS**

F.1 The Hospital agrees to recognize the following paid holidays:

New Year's Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 <sup>st</sup> )	Boxing Day

F.2 In accordance with Article 15.06, the lieu day shall be scheduled on a day that is mutually agreeable between the nurse and her manager/delegate. Such day may be taken between fifteen (15) days before the holiday and sixty (60) days after the holiday.

F.3 Where a Regular Part-time Nurse is scheduled to work or works on the weekend adjacent to a paid holiday, and work is available on the paid holiday, the Regular Part-time nurse already scheduled for or working the weekend will be offered the first opportunity to work the paid holiday. Provided the requirement of a reasonable staffing skill mix is met, the offer will be made on the basis of seniority if there is

more than one Regular Part-Time nurse scheduled on or working the holiday weekend.

**ARTICLE G – VACATIONS**

G.1 Full-time nurses will be entitled to vacation with pay based on all of their service with the hospital since their last date of hire in accordance with G.3.

G.2 Part-time nurses will be entitled to vacation time off in accordance with G.3 based on all of their service with the hospital since their last date of hire. For the purpose of this article, one year of full-time service equals 1500 hours of part-time service and vice versa.

Less than 4500 hours - 3 weeks

4,500 but less than 21,000 hours - 4 weeks

21,000 hours but less than 33,000 hours - 5 weeks

33,000 but less than 42,000 hours - 6 weeks

42,000 hours or more - 7 weeks

G.3 (a) General Provisions

i) Vacations may be taken at any time of the year in accordance with the provisions below. The Hospital will endeavour to accommodate the wishes of the nurse with respect to their choice of vacation dates, subject to the needs of the Hospital. Requests for time off will not be unreasonably denied.

ii) Vacation requests must be submitted in writing to the Nurse Manager or designate in accordance with article G.3 (b) and (c).

iii) Single vacation days may be granted by the Hospital when requested by a nurse.

iv) Vacation credits may not be carried over from one vacation year to the next except with the permission of the Chief Nursing Officer. Such permission shall not be unreasonably denied.

v) A nurse may request an advance of a maximum of 37.5 hours of vacation from the Hospital. The approval of such requests is at the discretion of the Hospital.

Should the nurse resign from his or her employment with a negative vacation balance, the amount owing will be deducted from their final pay cheque. Where there are insufficient funds available, the Hospital and the nurse will agree to a repayment arrangement in writing.

Where the Hospital initiates the termination of an employee with a negative vacation balance under this provision, the Hospital and the nurse will agree to a repayment arrangement in writing. The Hospital

will not make any deductions from the Employee's pay without their written consent.

The amount to be deducted and/or repaid to the Hospital, will be disclosed in a timely manner to the nurse in writing before any deductions or repayments are made.

- vi) The parties agree that, upon request, regular part-time employees may access accumulated funds from their vacation bank once per year, in addition to the normal December payment, except in extenuating circumstances.

Written request must be made to payroll at least three (3) weeks in advance of the application pay day.

(b) Long-Term Vacation Planning

- i) For the purpose of enabling long-term vacation planning the vacation year has been divided into four (4) periods. The table below identifies these periods and the deadline for staff to submit their requests for vacation, and for the Hospital to approve or deny the vacation as requested.

Vacation Period	Submission Deadline	Approval/Denial Deadline
June 1 <sup>st</sup> – September 30 <sup>th</sup>	March 1 <sup>st</sup>	March 31 <sup>st</sup>
October 1 <sup>st</sup> – January 31 <sup>st</sup> (Excl. Dec 15 to January 15 <sup>th</sup> )	July 1 <sup>st</sup>	July 31 <sup>st</sup>
December 15 <sup>th</sup> – January 15 <sup>th</sup>	October 6 <sup>th</sup>	October 31 <sup>st</sup>
February 1 <sup>st</sup> – May 31 <sup>st</sup>	November 1 <sup>st</sup>	December 5 <sup>th</sup>

- ii) Vacation requests submitted by the above deadlines will be granted on the basis of seniority, notwithstanding requests for one or more weeks off will receive priority over lesser periods (excluding the period from December 15<sup>th</sup> to January 15<sup>th</sup>). A week is defined as a period of seven (7) consecutive days as identified by the nurse in his or her vacation request.

Notification of the approval or denial of vacation requests shall be provided in writing in accordance with the deadlines set out in (i) above. Electronic forms will be returned in an electronic format.

- iii) Nurses will be contacted by the CSO by Hospital email in advance of the approval/denied deadline to be offered all available tours by seniority.

Nurses will respond in writing within five (5) calendar days with a confirmation of tours that they are available to work.

The CSO will confirm any assigned tours by seniority within the approval/denial deadline as set out in G.3 (b) i).

- iv) During the months of July and August the nurse may be approved a maximum of two weeks of vacation, which may be taken together or separately.
- v) Long-Term Vacation requests received past the identified submission deadline in G.3 (b) i) will not be considered for that period until after the approval/denial deadline, giving priority to those requests submitted on-time.

c) Short-Notice Vacation Requests

The following applies to short notice vacation requests and requests for vacation outside of the long-term vacation planning provisions above.

- i) The nurse must submit their vacation request to their Nurse Manager or designate at least two (2) weeks in advance of the commencement of the requested leave. This period of time may be waived by the Hospital in extenuating circumstances. Request submissions with less than two (2) weeks' notice must be submitted directly to the Nurse Manager or Vice President for review.
- ii) Vacation requests will be granted on a first come first serve basis. In the event of a conflict seniority will govern.
- iii) Short term vacation requests made in advance of the posted schedule shall be approved or denied no later than the posted schedule date.

Short term vacation requests made after the posted schedule shall be approved or denied in writing once offers have been made as per the process in Article E.6(d). Request for time off will not be unreasonably denied.

Tours that become available through Article G.3 (c) will be offered by seniority to all nurses in compliance with the process of for offering additional tours in E.6.

**ARTICLE H – GENERAL**

- H.1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters.
- H.2 In the event that the Hospital reports a nurse to the College of Nurses, it will send concurrently to the nurse, a copy of the completed "Employer Report form".

**ARTICLE I – SENIORITY LISTS**

- I.1 Seniority lists as provided for in Article 10.02 shall be filed by the Hospital with the Association by February 28<sup>th</sup> covering the period to the end of the last pay period in January and August 31<sup>st</sup> covering the period to the end of the last pay period in July.

**ARTICLE J – INTERVIEW**

- J.1 The Hospital will notify any unsuccessful candidate for an ONA internal job posting by phone and if not contacted personally, by letter, email or text, immediately following the decision being made.
- J.2 The interview period as provided for in Article 5.06 shall be scheduled by the Union so as to take place during the nurse's orientation period.
- J.3 A new employee will provide availability to complete their departmental orientation within six (6) weeks of their date of hire.

**ARTICLE K – PREPAID LEAVE PLAN**

- K.1 The number of nurses who may be absent at any one time under the prepaid leave program is one (1).

**ARTICLE L – JOB SHARING**

- L.1 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:
  - (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
  - (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the manager of the Unit.
  - (c) The above schedules shall conform with the scheduling provisions of the Collective Agreement.
  - (d) Each job sharer may exchange tours with her partner, as well as other nurses as provided by the Collective Agreement.
  - (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- L.2 Coverage
  - (a) It is expected that both job sharers will cover each other's incidental illnesses/absences. If, because of unavoidable circumstances, one cannot cover the other, the unit manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - (b) Vacation, Pregnancy and Parental Leaves 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, the coverage will be negotiated with the manager of the unit, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

L.3 Implementation

- (a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
- (b) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified provided there is a vacant permanent part-time position available. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

L.4 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 M – DISABILITY AND RETURN TO WORK**

M.1 The Hospital will provide to the Bargaining Unit President a monthly list of all employees on modified work programs at the beginning of each month.

The employer will notify the Bargaining Unit President of the names of the employees who are in receipt of LTD.

The employer will notify the Bargaining Unit President of the names of employees who are off on WSIB.

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

M.3 The Hospital agrees to provide the employee with a copy of the WSIB Form 7 at the same time as it is sent to the Board.

**ARTICLE N – SAFE AND HEALTHY ENVIRONMENT**

N.1

(a) Definition of Violence

The Employer agrees it will comply with all requirements under the Occupational Health and Safety Act and in consultation with the Joint Health and Safety Committee have policies and/or practices in place that address violence prevention, the management of violent situations and support to employees who have faced workplace violence. These policies will be communicated to all employees and managers.

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate manager who will take every reasonable effort to rectify the situation.

(b) The parties agree that if incidents involving aggressive client action occur, such action will be documented, using the Employee Incident Report, and forwarded to Occupational Health Service.

(c) Notification to the Union

The Employer shall notify the Joint Health and Safety Committee (JHSC) and the Union immediately in the event that a person is killed or critically injured, and for all other incidents of violence in writing as soon as possible, but within four (4) days in accordance with the Occupational Health and Safety Act and its associated regulations. Such notices will contain all of the information as prescribed in section 5 of Ontario Regulation 67/93 — Healthcare and Residential Facilities.

(d) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the employee's personal property in the performance of their workplace duties, such as eyeglasses, contact lenses or other prosthesis, ripped uniforms, personal clothing, etc. as a result of being assaulted while performing his/her work as documented in the employee incident form.

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

N.2

(a) The Hospital, in consultation with the Joint Health and Safety Committee, agrees to develop and implement policies, procedures and programs pertaining to the provision of a safe and healthy workplace. The aforementioned include, but are not limited to, Violence Prevention in the Workplace Program, Exposure of Employee to Blood or Body Fluids protocol, Respiratory Protection Program and Minimal Lift Policy.

(b) The Hospital agrees to support the Joint Occupational Health and Safety Committee and its Terms of Reference, Structure and Function.

(c) Critical incident stress debriefing shall be made available to nurses.

(d) WSIB Surcharge/Rebate Information

The Employer shall provide the JHSC with any and all information about surcharges and/or rebates from WSIB under their NEER and/or Rate Framework program in a timely manner.

N.3 The parties to this Agreement are committed to maintaining a safe and healthy working environment that is free from discrimination and harassment. For the purposes of this Agreement, personal or workplace harassment is:

- Oral, written or physical behaviour or visual display that, when viewed objectively, is of a bullying, intimidating, or abusive nature; or
- Oral, written or physical behaviour or visual display that, when viewed objectively, is persistent, and which the instigator knows or ought reasonably to know, creates an intimidating or hostile working environment.

The reasonable exercise of administrative authority does not of itself constitute personal or workplace harassment. Administrative authority will not be exercised in any way that constitutes personal or workplace harassment. Communication of assessments, either positive or negative, arising from the exercise of overall work performance evaluation does not of itself constitute personal or workplace harassment.

In all dealings with the Hospital on matters of personal or workplace harassment, members, whether complainants, respondents or witnesses, have the right to be represented or accompanied by someone of their choosing.

The parties to this Agreement consider harassment as described in the Hospital's Violence and Harassment Prevention in the Workplace policy (the "Policy") to be a serious offence which violates fundamental human rights, personal dignity and integrity.

## **ARTICLE O – PAY DAYS AND BENEFITS**

O.1 The Hospital will pay its registered nurses by direct deposit every second Thursday.

### **O.2 Voluntary Part-Time Benefits**

- (a) The Hospital agrees to provide regular part-time nurses with the option of participating in the group health and welfare benefit programs set out in Article 17 of the central agreement, with the exception of Group Life Insurance, Group AD&D and Long Term Disability, subject to the terms and conditions of the plan and any enrolment requirements. It is understood and agreed that participating regular part-time nurses will pay the full amount (100%) of the monthly premiums, plus applicable taxes.
- (b) Part-time nurses must regularly work a minimum of twenty-two and one half (22 1/2) hours per pay period to be eligible to enrol in the health and welfare benefits.
- (c) Current regular part-time nurses may enrol, without evidence of insurability, by no later than June 30, 2006. If a current regular part-time nurse elects to enrol subsequent to that date, she/he will be subject to the terms and conditions of the benefit plans for late enrollees.

- (d) Newly hired part time nurses, subsequent to the date referenced in (c), will be eligible to enrol subject to normal enrolment provisions.
- (e) Participating part-time nurses will be invoiced for premium payments directly from the benefit carrier.
- (f) The Hospital shall notify the Union of the benefit costs to part-time nurses each time the benefit costs are renegotiated by the Hospital.
- (g) All terms and conditions with respect to benefit plans, carriers, and substitutions will be in accordance with Article 17 of the collective agreement.

**ARTICLE P – ELECTRONIC GRIEVANCE FORMS**

- P.1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- P.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- P.3 Electronic grievances will be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.
- P.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- P.5 The Union undertakes to get a copy of the electronic version signed by the grievor and submit it to the Human Resources department.
- P.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.

DATED AT \_\_\_\_\_ ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING**

**Between**

**KEMPTVILLE DISTRICT HOSPITAL (the “Hospital”)**

**And**

**ONTARIO NURSES' ASSOCIATION (the “Union”)**

**Re: Innovative Unit Schedule Full-time RN Rotation – Emergency Unit & Inpatient Unit**

The Parties hereto understand and agree to the following terms and conditions concerning the rotation for full-time RNs on the Emergency Unit and Inpatient Unit.

For affected RNs:

1. Full-time RNs will be scheduled on a two (2) day/ two (2) night rotation (twelve (12) hour tours) with five (5) days off.
2. Full-time RNs will be scheduled to work no more than four (4) tours in a row. If a RN works a fifth (5<sup>th</sup>) and successive tour, he/she will be eligible for premium pay as per the premium pay provisions of Article 14.01 (a) of the central agreement.
3. The Hospital will schedule full-time RNs so as to provide two (2) weekends off and two (2) weekends on. If a full-time RN works a third (3<sup>rd</sup>) consecutive weekend or a portion of a weekend, he/she will be paid as per the premium pay provisions of Article 14.15 of the central agreement.
4. Statutory holidays will be incorporated in the rotation in order to provide full-time RNs with five (5) consecutive days off. The placement of the statutory holidays will be determined by the mutual agreement of the Hospital and the nurse. These Statutory holidays will be based on an eight (8) hour shift.
5. Nurses will be scheduled for an additional twelve (12) hour shift once every six (6) weeks.
6. All other scheduling provisions contained in Article 14 of the central agreement and Article E of the local agreement will be honoured.
7. This Letter of Understanding shall not apply to any full-time RNs who normally work Monday to Friday and/or permanent evening or night shifts only and are not normally scheduled to work on paid holidays.

DATED AT \_\_\_\_\_ ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING**

**Between**

**KEMPTVILLE DISTRICT HOSPITAL (the "Hospital")**

**And**

**ONTARIO NURSES' ASSOCIATION (the "Union")**

**Re: Position Request Book**

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The Parties hereto understand and agree to the following terms and conditions concerning the establishing of a Position Request Book.

1. The Hospital will retain a Request Book in the Human Resources office, where nurses can indicate their request to be considered an applicant for vacancies on units or as part of the posting process.
2. The nurse shall have the sole responsibility for keeping requests current on a semi-annual basis.
3. The nurse shall fill in the Request Book in writing and during normal Human Resources office hours only. The Human Resources department shall not take any responsibility to fill in the book on behalf of any nurse via phone calls, emails, or any other such method.
4. The Request Book shall not replace the current requirements outlined in the posting procedure.
5. The sole obligation of the Human Resources department is to review the Request Book at the time of a posting and to include the nurses' name on the list of applicants if appropriate.
6. As per the normal posting process, the Nurse Manager shall contact those nurses who meet the established posting criteria using current contact information on file.
- 7.

DATED AT \_\_\_\_\_ ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

FOR THE EMPLOYER

FOR THE UNION

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