

COLLECTIVE AGREEMENT

between

RIVERSIDE HEALTH CARE FACILITIES INC.  
(at Emo Health Centre (Emo))  
(at LaVerendrye General Hospital (Fort Frances))  
(at Rainy River Health Centre (Rainy River))  
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: MARCH 31, 2020

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**APPENDIX 3**

RIVERSIDE HEALTH CARE FACILITIES INC.  
 (at Emo Health Centre (Emo))  
 (at LaVerendrye General Hospital (Fort Frances))  
 (at Rainy River Health Centre (Rainy River))

REGISTERED NURSE			
	Effective April 1, 2018		Effective April 1, 2019
Start	\$32.66		\$33.23
1 Year	\$32.81		\$33.39
2 Years	\$33.36		\$33.94
3 Years	\$35.00		\$35.62
4 Years	\$36.66		\$37.30
5 Years	\$38.72		\$39.40
6 Years	\$40.80		\$41.52
7 Years	\$42.89		\$43.64
8 Years	\$45.94		\$46.75
25 Years	\$46.76		\$47.57
GRADUATE NURSE			
Start	\$31.23		\$31.78
1 Year	\$31.38		\$31.93
2 Years	\$32.50		\$33.07
INSTRUCTORS			
Start	\$36.14		\$36.77
1 Year	\$35.92		\$36.55
2 Years	\$36.06		\$36.69
3 Years	\$37.87		\$38.53
4 Years	\$39.60		\$40.29
5 Years	\$41.77		\$42.50
6 Years	\$43.94		\$44.71
7 Years	\$46.14		\$46.95
8 Years	\$49.44		\$50.31
25 Years	\$50.32		\$51.20
STAFF HEALTH NURSE			
Start	\$33.45		\$34.04
1 Year	\$33.65		\$34.24
2 Years	\$34.20		\$34.80
3 Years	\$35.95		\$36.58
4 Years	\$37.64		\$38.30
5 Years	\$39.74		\$40.44
6 Years	\$41.81		\$42.54
7 Years	\$43.96		\$44.73
8 Years	\$47.11		\$47.93
25 Years	\$47.92		\$48.76
RN FIRST ASSIST (RNFA)			
Start	\$37.88		\$38.54
1 Year	\$38.08		\$38.75
2 Years	\$38.69		\$39.37

3 Years	\$40.59		\$41.30
4 Years	\$42.52		\$43.26
5 Years	\$45.02		\$45.81
6 Years	\$47.30		\$48.13
7 Years	\$49.77		\$50.64
8 Years	\$53.30		\$54.23
25 Years	\$54.22		\$55.17

**APPENDIX 4**

RIVERSIDE HEALTH CARE FACILITIES INC.  
(at Emo Health Centre (Emo))  
(at LaVerendrye General Hospital (Fort Frances))  
(at Rainy River Health Centre (Rainy River))

SUPERIOR CONDITIONS

1. Association Security

Dues deduction listings provided in Article 5.05 shall include the address of such nurse.

## **ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by Riverside Health Care Facilities Inc., at Emo Health Centre, in the Town of Emo, at LaVerendrye General Hospital, in the Town of Fort Frances and at Rainy River Health Centre, in the Town of Rainy River, save and except the Director of Services, Nurse Manager and persons above the rank of Nurse Manager.

## **ARTICLE B – MANAGEMENT RIGHTS**

- B.1 The Association recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by the express provisions of this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive right 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. The Hospital will discuss with the Association any changes to the said rules and regulations.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE C – DEFINITIONS**

- C.1 The word "nurses" when used in this Agreement shall mean persons included in the above-described bargaining unit.
- C.2 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- C.3 The word "site" when used in this Agreement shall mean Emo Health Centre, LaVerendrye General Hospital and Rainy River Health Centre.

- C.4 A commitment is the predetermined hours of the position for which the part-time nurse has successfully applied.
- C.5 The regular part-time nurses must be available to be scheduled for work at least:
- (a) an average of two (2) shifts per week;
  - (b) one (1) weekend in three (3);
  - (c) either Christmas Day or the following New Year's Day, subject to Article I.3 (b);
  - (d) five (5) recognized holidays during the year other than Christmas or New Year's;
  - (e) eleven (11) months of the year.

The Hospital shall not schedule a regular part-time nurse in excess of her or his commitment without the consent of the nurse.

#### **ARTICLE D – COMMITTEES AND NURSE REPRESENTATIVES**

- D.1 The Hospital will recognize six (6) Nurse Representatives, who may be full-time or part-time nurses, elected or appointed by the Association, one (1) of whom will be from Emo Health Centre and one (1) of whom will be from Rainy River Health Centre.
- D.2 The Hospital will recognize one (1) Grievance Committee of four (4) nurses covering the full-time and part-time bargaining units, one (1) of whom will be from Emo Health Centre and one (1) of whom will be from Rainy River Health Centre.
- D.3 The Hospital shall recognize a Negotiating Committee not to exceed five (5) nurses, at least one (1) of whom will be full-time and at least one (1) of whom will be part-time and at least one (1) of whom will be from Emo Health Centre and at least one (1) of whom will be from Rainy River Health Centre. In addition to the five (5) paid committee members, the Hospital will recognize one (1) unpaid observer.
- D.4 The Hospital-Association/Professional Development Committee shall consist of four (4) nurses. The number of Hospital Representatives on the Committee shall not exceed the number of Association Representatives. Association representation will include at least one (1) representative from Emo Health Centre and at least one (1) representative from Rainy River Health Centre. The Association and the Hospital may request the attendance of another Association Representative or Hospital Representative in accordance with the items on the Agenda.
- D.5 The Bargaining Unit President/designate will identify to the Hospital which committee members require payment under Article 6.03 (e) at each Hospital-Association Committee meeting.

## **ARTICLE E – INTERVIEWS**

- E.1 Interview of new nurses by a Union Representative will take place during the orientation period, if possible. Otherwise, such interviews will be held before the completion of the new nurse's probationary period.

The Hospital shall notify the President of the Bargaining Unit or her or his designate of the names of newly employed nurses prior to their starting date in order that the President or her or his designate may arrange with the Hospital for a time for the Association interview.

## **ARTICLE F – ARBITRATION HEARINGS**

- F.1 Arbitrations shall be heard at Fort Frances, Ontario, or at such other places as may be agreed upon by the parties.

## **ARTICLE G – SENIORITY LISTS**

- G.1 Seniority lists will be posted at each site and copies will be given to the bargaining unit on or before February 15th and August 15th in each year.

Any objection by a nurse to the accuracy of their seniority must be made in writing to the Human Resources Department within thirty (30) calendar days of the date the lists were posted or within thirty (30) calendar days of the time the list ought reasonably to have come to the attention of the nurse.

## **ARTICLE H – ASSOCIATION LEAVE**

- H.1 Leave of absence for Association business shall be given up to an aggregate maximum of ninety (90) working days during any calendar year, provided adequate notice is given to the Hospital. It is agreed that not more than five (5) nurses shall be absent on such leave at the same time. It is also agreed that the aggregate of ninety (90) days shall be an aggregate for both full-time and part-time bargaining units. If there is a request for five (5) nurses to be absent from the Hospital at one time and the Director of Nursing decided that five (5) nurses from the Hospital cannot have leave because of staffing considerations, then the Director of Nursing will notify the Association of this fact and the Association will designate which nurse(s) shall be given leave.
- H.2 The Hospital will grant a leave of absence, without pay, to the Local Co-ordinator to attend Association functions, provided that the total number of days does not exceed thirty-five (35) working days off in one (1) calendar year. There shall be no loss of service and seniority during such leave of absence. Leave under this provision shall be in addition to the Association leave provided in Article H.1.



### H.3 Payment for Bargaining Unit President

It may become necessary for the Hospital management to meet with the Bargaining Unit President or designate to discuss matters arising out of the administration of the Collective Agreement as well as other labour management issues.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President or designates' scheduled hours of work, then the Hospital will compensate the Bargaining Unit President or designate for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President or designates' straight time hourly rate. Such payment, however, shall not exceed a cumulative total of ten (10) 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 or designate 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 or designates' next payroll cheque, subject to all applicable taxes.

## **ARTICLE I – SCHEDULING**

- I.1 The night shift will be the first shift of the day.
- I.2 Full-time and regular part-time nurses will receive premium pay as provided 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 the result of an exchange of shifts with another nurse.
- I.3 The Hospital will formulate working schedules in accordance with the following objectives:
- (a) no split shifts;
  - (b) the Hospital will endeavour to schedule nurses off work for not less than six (6) consecutive days and shall schedule them off work for at least five (5) consecutive days at either Christmas or New Year's (to include New Year's Eve Day and New Year's Day) season, except in areas in which nurses are not normally required to work on weekends and statutory holidays. However, a nurse may request to be scheduled off work for less than six (6) consecutive days. The other scheduling regulations and objectives will not be operative during the period of December 15<sup>th</sup> to January 15<sup>th</sup>. Vacation may not be taken between December 24<sup>th</sup> and January 1<sup>st</sup> unless the nurse is

subject to departmental closure in which case the nurse can take lieu days, vacation, lay-off or time off without pay.

Within each nursing unit, the Hospital will endeavour to assign time off over Christmas and New Year's in accordance with this clause on an alternating basis from one (1) year to the next unless the nurse offers otherwise and the Nurse Manager agrees.

If a nurse transfers onto a unit/site prior to the Christmas time off list being posted, this clause will apply to her or him. If a nurse transfers onto a unit/site after the Christmas time off list has been posted, this clause will apply to her or him except that she or he will receive the time off at Christmas or New Year's which remains available after filling the requests of the other nurses on the unit/site.

For Emo Health Centre and Rainy River Health Centre, Christmas to include Christmas Eve Day, Christmas Day and Boxing Day. For LaVerendrye General Hospital, Christmas to include Christmas Day and Boxing Day and the Hospital will endeavour to include Christmas Eve Day;

- (c) full-time nurses will not be scheduled for more than seven (7) consecutive days;
- (d) no less than twenty-four (24) hours shall be scheduled off between tour changes;
- (e) four (4) days off in fourteen (14), two (2) of which must be consecutive;
- (f) the Hospital will endeavour to provide for at least one (1) period of four (4) or more consecutive days off in a month and will provide for at least one (1) period of three (3) consecutive days off in a month;
- (g) a nurse who normally rotates shall be scheduled a greater percentage of shifts on the day shift than on either the evening or night shifts, except with the consent of the nurse;
- (h) the Hospital will endeavour to schedule two (2) weekends off in four (4);
- (i) full-time and regular part-time nurses will be scheduled off the following shifts on a weekend:

#### Regular Tours

Saturday and Sunday day, evening and night shifts and the Monday night shift.

#### Extended Tours

Saturday and Sunday day and night shifts and the Monday night shift.

- (j) a weekend is worked when a nurse works more than four (4) hours on the weekend as defined in Article I.3 (i). Nurses who accept a call-in for a Monday night shift will not be considered to have worked a weekend;

- (k) weekend premium will be applied to the forty-eight (48) hours worked between 2330 hours Friday to 2330 hours Sunday;
  - (l) regular part-time nurses will not be scheduled to work more than four (4) consecutive tours without the consent of the nurse unless the nurse is temporarily replacing in a full-time position in which case I.4 (b) will apply;
  - (m) schedules will be posted by the 1<sup>st</sup> of each month to cover the following month.
- I.4
- (a) Any violation of the scheduling regulations found in Article I.3, except (f) and (g), will entitle a full-time nurse to premium pay as provided in Article 14.03, for all hours worked during the first forty-eight (48) hours of the change or non-compliance.
  - (b) Any violation of the scheduling regulations found in Article I.3, except (e), (f), (g) and (h), will entitle a regular part-time nurse to premium pay as provided in Article 14.03, for all hours worked during the first forty-eight (48) hours of the change or non-compliance.
- I.5 The Hospital shall endeavour to schedule no less than forty-eight (48) hours off after nights.
- I.6 Procedure for a Nurse Exchanging a Shift with Another Nurse
- Requests for a change in a scheduled shift from a nurse may be granted at the discretion of the Nurse Manager. The nurse requesting the change will be required to arrange a suitable replacement from among the other full-time or scheduled part-time nurses and she or he will advise the Nurse Manager of the name of her or his replacement when making such request.
- I.7
- (a) All regular part-time nurses in a unit/site will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized. Committed hours are the predetermined hours of the position for which the nurse has successfully applied.
  - (b) When regular part-time nurses on the unit/site have been given the opportunity to work up to their committed hours, the Hospital will endeavour to offer additional tours to regular part-time nurses on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
    - (i) it is understood and agreed that all available hours of work including temporary, occasional and vacancies not requiring posting will be offered to regular part-time nurses within a site prior to offering any work to other regular part-time and casual nurses within Riverside Health Care Facilities Inc.;
    - (ii) nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
    - (iii) a tour will be deemed to be offered whenever a call is placed;

- (iv) it is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
- (v) 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;
- (vi) provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit/site;
- (vii) additional tours shall be offered to job-sharers only after those tours have been offered and not accepted by regular part-time nurses in accordance with Article S.1.

I.8 Nurses who volunteer and are willing to work at an alternate site will be provided with an orientation to that site provided the site has identified the need for additional staff and the nurse has indicated in writing to Human Resources their desire for availability for other sites. All nurses will be paid for all time spent in attendance for such orientation. The Hospital will not refuse nurses the opportunity to work at an alternative site, subject to Article I.7 (b) (i) above. Nurses can withdraw their request at any time to become effective at the end of the posted schedule. It is expected that a nurse who voluntarily completes the orientation will be available for work at that site.

I.9 The parties agree that a Scheduling Committee will be developed consisting of at least three (3) representatives of the Association and three (3) representatives of the Hospital. The purpose of this Committee will be to develop, if possible, master rotations on a unit by unit basis. Prior to the implementation or modification of master rotations, the nurses on the affected units will be consulted.

**ARTICLE J – PAID HOLIDAYS**

J.1 Effective 2001, the following twelve (12) days are recognized as paid holidays by the Hospital:

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

J.2 The lieu day for full-time nurses shall be scheduled off within ninety (90) days of the holiday at a mutually agreed upon time.

J.3 Notwithstanding Article J.2, a full-time nurse may accumulate not more than six (6) lieu days, which may be taken at a mutually agreeable time or added to her or his vacation.

J.4 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

- J.5 Requests for lieu days off will be made in writing on the required form and submitted to the Nurse Manager in advance of the requested lieu day. The nurse making the request will indicate on the required form the date in which she or he requires a response from the Nurse Manager regarding the outcome of her or his request, followed by a written response, if required. Requests for lieu days shall not be unreasonably denied.

## **ARTICLE K – VACATIONS**

- K.1 For part-time nurses, the vacation year for the purposes of calculating vacation allowance shall be from May 1<sup>st</sup> of one year to April 30<sup>th</sup> of the next year.
- For full-time nurses, the vacation year for the purposes of calculating vacation entitlements will be the nurses' anniversary date.
- K.2 All full-time nurses shall be entitled to vacation with pay based on length of continuous service as of their anniversary date.
- K.3 Vacation pay and vacation time off for part-time nurses shall be based on the vacation year.
- K.4 (a) Full-time nurses may take vacation any time during the twelve (12) months following their anniversary date. Part-time nurses may take vacation any time during the twelve (12) months following May 1<sup>st</sup>. Nurses will normally take at least five (5) days of vacation at any one time. Vacation time off during prime vacation period, June 15<sup>th</sup> to September 15<sup>th</sup>, will be limited to four (4) weeks. Selection of vacation periods will be subject to the Hospital's requirements as to the sufficient availability of staff. Vacation quotas will not be unduly restrictive.
- (b) A nurse may take five (5) days of vacation in single days, however, single vacation days cannot be requested on the vacation list process, Article K.5 (a), for the periods of June 15<sup>th</sup> to September 15<sup>th</sup>, December 24<sup>th</sup> to January 1<sup>st</sup> and the week of March Break.
- K.5 (a) Vacation request lists to cover the total vacation year (May 1<sup>st</sup> to April 30<sup>th</sup>) will be posted February 15<sup>th</sup> in each year and will remain up until March 15<sup>th</sup>. This list will show the amount of vacation available to be taken. Vacations requested on this list will be granted in accordance with seniority. If a nurse wishes seniority to apply to her or his vacation request(s), she or he must write her or his request(s) on the list and complete a vacation request form. Vacation lists showing the granted vacations shall be posted no later than April 15<sup>th</sup> and shall remain posted for the year.
- (b) Once a nurse has been granted vacation based on her or his seniority, she or he shall not use her or his seniority to change her or his vacation time.
- (c) Vacation requests made other than by the vacation request list shall be granted on a first come basis subject to vacation granted through the list process. Nurses will endeavour to submit their request in writing at least four (4) weeks in advance of the requested time. The nurse making the request will indicate on the required form the date in which she or he requires a

written response from the Nurse Manager regarding the outcome of her or his request. Requests shall not be unreasonably denied.

(d) If a nurse has vacation already granted and she or he transfers to another unit/site, the Hospital shall make every effort to honour the granted vacation.

K.6 Full-time nurses are entitled to receive their vacation pay immediately prior to the commencement of their vacation period. A request for vacation pay in advance of vacation must be made in writing at least three (3) weeks in advance.

K.7 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation. If such notification has not occurred prior to the nurse's last day of work, she or he will contact her or his Nurse Manager to confirm the date and time she or he is to return to work.

K.8 For vacation purposes, all part-time nurses shall be eligible for one (1) month time off without pay, provided the part-time nurse has been in the employ of the Hospital for one (1) or more years as at April 30<sup>th</sup>. Part-time nurses with less than one (1) year as at April 30<sup>th</sup> shall be eligible to receive time off without pay based on three (3) calendar days for each full month of employment prior to April 30<sup>th</sup> to a maximum of thirty (30) days.

Part-time nurses in receipt of vacation pay in excess of eight percent (8%) shall be entitled to an additional week of vacation time off without pay for each two percent (2%) vacation pay above eight percent (8%).

K.9 Vacation pay for regular part-time nurses will be paid at the time vacation is taken.

#### **ARTICLE L – BULLETIN BOARDS**

L.1 The Hospital will provide a separate bulletin board at each site for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by a member of the Association Executive and upon request by the Hospital, must be submitted to the Chief Executive Officer or her or his designate for approval prior to being posted and such approval shall not be unreasonably withheld. It is understood that the bulletin board will be used by both the full-time and part-time bargaining units.

#### **ARTICLE M – PAY DAYS**

M.1 Pay days shall be every second Friday. When such pay day falls on a paid holiday, the day prior shall become the pay day.

#### **ARTICLE N – NOTICE OF TERMINATION**

N.1 Subject to Article 16.02, a nurse will endeavour to give as much advance notice of termination of her or his employment as possible.

**ARTICLE O – TIME OFF IN LIEU OF OVERTIME**

- O.1 Where a full-time or regular part-time nurse chooses equivalent time off for overtime as provided in Article 14.09, such time off must be taken at a mutually agreeable time or payment in accordance with Article 14.09 shall be made. A nurse may accumulate no more than seventy-five (75) hours at a time.
- O.2 A part-time nurse working in a full-time interim position may choose equivalent time off for overtime as provided in Article 14.09. Such time off must be taken at a mutually agreeable time while in the interim position. Any remaining time will be paid in accordance with Article 14.09 at the conclusion of the interim position.

**ARTICLE P – PRE-PAID LEAVE**

- P.1 The number of nurses allowed off at one time under the Pre-Paid Leave Plan in Article 11.11 shall be a total of five (5) from a combination of the full-time and part-time bargaining units. In year five (5) of the Plan, only one (1) nurse at a time may be absent on this leave from any one (1) unit at the LaVerendrye General Hospital site and one (1) nurse from each of the Emo Health Centre site and the Rainy River Health Centre site.

**ARTICLE Q – MODIFIED WORK**

- Q.1 The Hospital will notify the President of the Bargaining Unit in writing of the names of all nurses who go off work due to a work related injury or when a nurse is off with a long-term disability in excess of six (6) months.
- Q.2 When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Labour Relations Officer and a member of the Local Executive to determine a suitable return to work program for the nurse.
- Q.3 The Hospital agrees to provide the nurse and the Association with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is being sent to the Board.

**ARTICLE R – EXTENDED TOURS**

- R.1 The parties agree that the provisions of all the other Articles of this Collective Agreement shall apply to those nurses working extended tours, except as amended or modified by this Article.
- R.2 Introduction and Discontinuation of Extended Tours
  - (a) Extended tours shall be introduced into any unit when:
    - (i) seventy-five percent (75%) of the nurses so indicate by secret ballot;
    - and

- (ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
  - (i) seventy-five percent (75%) of the nurses in the unit so indicate by secret ballot; or
  - (ii) the Hospital because of
    - (1) adverse effects on patient care, or
    - (2) inability to provide a workable staffing schedule, or
    - (3) a wish to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue extended tours.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above:
  - (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 extended tours will be discontinued, affected nurses shall be given eight (8) weeks' notice before the schedules are so amended.

R.3 Participation

All full-time and part-time staff falling within the bargaining units will be required to participate.

R.4 Suggestions and Complaints

During the trial period(s), the parties agree to meet at the Local level to discuss suggestions and complaints concerning extended tours in an effort to adopt or resolve them to the satisfaction of the Hospital and the nurses.

R.5 Hours of Work

- (a) Relief staff may be scheduled to work all or part of an extended tour depending on the Hospital's staffing requirements.
- (b) At the Emo Health Centre site and Rainy River Health Centre site, normal tour hours for extended tours will be from 0715 to 1915 and 1915 to 0715. Should a seven and one-half (7 ½) hour tour be scheduled, the normal tour hours will be:
  - 0715 –1515;
  - 1515 – 2315; or
  - 2315 – 0715.



At the LaVerendrye General Hospital site, normal tour hours for extended tours 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.

Prior to altering the starting or finishing time in a unit/site or introducing different shifts, the President of the Bargaining Unit shall be notified and the nurses in the unit/site consulted for input and comments as per the requirements of Article 13.03.

R.6 Meal and Rest Periods

Normally, meal and rest period times will be scheduled as follows:

two (2) rest periods; and

two (2) meal periods, of which half (1/2) of one (1) will be compensated.

R.7 Scheduling

The following regulations shall govern the scheduling of work for full-time and regular part-time nurses working extended tours:

- (a) The Hospital shall schedule each nurse every second weekend off; a nurse shall receive premium pay as outlined in Article 14.03 for all hours worked on a second consecutive and subsequent weekend, subject to Articles I.2 (a), I.2 (b) or I.2 (c).
- (b) The Hospital will endeavour to provide that a nurse who normally rotates shall be scheduled to work at least fifty percent (50%) of her or his work tours on day shift averaged over the rotation.

R.8 Nurses will not be required to work more than three (3) consecutive extended tours; if a nurse works on four (4) or more consecutive extended tours, she or he shall receive premium pay as provided in Article 14.03 until she or he receives a day off.

**ARTICLE S – JOB-SHARING**

S.1 The introduction of job-sharing arrangements will be subject to mutual agreement between the Association and the Hospital. Once an arrangement has been agreed upon, the vacancy or vacancies to be posted will be filled in accordance with Article 10.06 of the Collective Agreement. Each job-sharing arrangement will be on a trial basis for a period of up to six (6) months, subject to review by the Association and the Hospital before confirmation. It is agreed that the following conditions will govern the arrangements.

- (a) Job-sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the sole right to determine the appropriateness of such arrangements which shall include the number of

job-sharers and percentage split of the full-time position. Such determination shall not be arbitrary or unreasonable.

- (b) Total hours worked by the job-sharers shall equal one (1) full-time position. The division of these hours and the resulting scheduled shifts on the schedule shall be determined by mutual agreement between the nurses with approval of the Director of Nursing or her or his designate. Job-sharers shall not be required to work any tours outside of the tours of the full-time position unless mutually agreed to by the nurse(s) and the Hospital. The nurses shall submit their proposed individual work schedules to the Hospital for approval at least three (3) weeks prior to the posting of the schedule.
- (c) The above schedules shall conform with the full-time scheduling provisions of the Collective Agreement.
- (d) The job-sharers together shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (e) It is agreed that job-sharers will make reasonable efforts to cover each other's incidental absences. Prior to notifying the Hospital that neither job-share partner is available, the job-sharer must contact their partner to cover the absence. The Hospital will arrange the necessary coverage where such reasonable efforts do not result in coverage of these absences.

It is further agreed that job-sharers shall cover each other's scheduled absences including vacation.

In the event that one (1) member of the job-sharing arrangement goes on extended absence, the other job-sharer should be prepared to cover the absent partner's shifts. However, for an absence in excess of one (1) month or where the covering nurse experiences circumstances which prevent her or him covering the extended absence, the coverage will be provided by the Hospital. This will not prevent the Hospital asking the covering nurse to work some of the available shifts.

- (f)
  - (i) Each job-sharer may exchange shifts with her or his partner, as well as with other nurses as provided by the Collective Agreement.
  - (ii) Job-sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on days when neither job-share partner is scheduled or when staffing needs continue to exist after the conditions of Article 1.7 have been satisfied and where such would not result in premium pay.
- (g) 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, however, the other half of the job-shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- (h) If one of the job-sharers leaves the arrangement, the remaining nurse shall have the option of going full-time or having the other portion of the shared position posted. If there is no successful applicant to the position, the shared

position must revert to a full-time position. The remaining nurse will again be given the option of continuing the full-time position or taking another regular part-time position based on her or his seniority and her or his ability to perform the available work within a reasonable orientation period. If she or he does not accept the full-time position, it must be posted according to the Collective Agreement.

- S.2 The Hospital or the Association may discontinue the job-sharing arrangement with sixty (60) days' written notice. The nurses involved will be included in the discussions. Upon receipt of such notice, a meeting shall be held within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. Should the arrangement be discontinued or changed, the job-sharer(s) will have the option of reverting back to their previous position(s) or to an equivalent position in their previous status based on the nurse's seniority and her or his ability to perform the available work within a reasonable orientation period or to a regular part-time position based on the nurse's seniority and her or his ability to perform the available work within a reasonable orientation period.

#### **ARTICLE T – MISCELLANEOUS**

- T.1 Nurses who are re-assigned, subject to Article I.8, to an alternate site will be paid their straight time hourly rate for all time spent in transit to and from their home site in excess of their scheduled shift.
- T.2 All vacancies will be posted on the same day on all site bulletin boards recognized under the Collective Agreement. The Hospital will forward to the President of the Bargaining Unit copies of job-postings on the day they are posted.
- 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. The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.
- T.3 Any Bargaining Unit nurse who retires and wishes to participate in the Benefit Plan as outlined in Article 17.01 (h) will be billed on a monthly basis by the Hospital one (1) month in advance. 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.
- T.4 The Hospital will provide the bargaining unit with a locked space and/or filing cabinet at LaVerendrye General Hospital.

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

- U.1 The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report this to the Immediate Supervisor who will make every reasonable effort to rectify the abusive situation.
- U.2 Where incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee.

U.3            The Hospital will pay for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her or his work. Such payment will not result in double payment under existing benefit plans. The nurse will endeavour to present her or his claim to the Hospital within seven (7) days after the event.

DATED at Fort Frances, Ontario, this 11<sup>th</sup> day of October, 2018.

FOR THE HOSPITAL

\_\_ "Jason Marchand" \_\_\_\_\_

\_\_ "Kailey Curtis" \_\_\_\_\_

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FOR THE ASSOCIATION

\_\_ "Michele Martin" \_\_\_\_\_

\_\_ "Joyce Pennarun" \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.  
(at Emo Health Centre (Emo))  
(at LaVerendrye General Hospital (Fort Frances))  
(at Rainy River Health Centre (Rainy River))  
(hereinafter referred to as the "Hospital")

AND:

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

RE: TEMPORARY VACANCIES

The parties agree that full-time nurses are able to apply for temporary vacancies in accordance with Article 10.07 (d) of the Central Collective Agreement.

Nurses will indicate their interest through the request for transfer process. Requests will be considered subject to the ability to fill the subsequent vacancies created by the initial vacancy. The Hospital has the right to limit the number of full-time nurses for a temporary vacant position and subsequent vacancies to two (2).

Consideration will be given first to applicants at the site of the vacancy.

This arrangement will be on a trial basis for the life of this Collective Agreement.

DATED at Fort Frances, Ontario, this 11<sup>th</sup> day of October, 2018.

FOR THE HOSPITAL

\_\_\_ "Jason Marchand" \_\_\_\_\_

\_\_\_ "Kailey Curtis" \_\_\_\_\_

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FOR THE ASSOCIATION

\_\_\_ "Michele Martin" \_\_\_\_\_

\_\_\_ "Joyce Pennarun" \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.  
(at Rainy River Health Centre (Rainy River))  
(hereinafter referred to as the "Hospital")

AND:

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

RE: ALTERNATE HOURS OF WORK

In order to better manage patient care, optimize human resources and provide optimal working conditions, the parties agree to the following:

1. The parties agree to the hours of work outlined in the attached Master Rotation.
2. In addition to the normal hours for extended tours as per Article R.5 (b) of the Collective Agreement, the tour of 0800 – 2000 hours will be added for the Rainy River Site only.
3. Further, the parties agree to meet to discuss scheduling changes and/or hours of work with any and all changes to the hours of operation at the site.

DATED at Fort Frances, Ontario, this 11<sup>th</sup> day of October, 2018.

FOR THE HOSPITAL

\_\_ "Jason Marchand" \_\_\_\_\_

\_\_ "Kailey Curtis" \_\_\_\_\_

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FOR THE ASSOCIATION

\_\_ "Michele Martin" \_\_\_\_\_

\_\_ "Joyce Pennarun" \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.  
(at Emo Health Centre (Emo))  
(at LaVerendrye General Hospital (Fort Frances))  
(at Rainy River Health Centre (Rainy River))  
(hereinafter referred to as the "Hospital")

AND:

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

RE: JOB-SHARERS – ARTICLE I.7 (b) (vii)

Article I.7 (b) (vii) does not apply to the following nurse who was in a job-sharing arrangement prior to October 4, 2000:

Laurie Brown

DATED at Fort Frances, Ontario, this 11<sup>th</sup> day of October, 2018.

FOR THE HOSPITAL

\_\_\_"Jason Marchand"\_\_\_\_\_

\_\_\_"Kailey Curtis"\_\_\_\_\_

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FOR THE ASSOCIATION

\_\_\_"Michele Martin"\_\_\_\_\_

\_\_\_"Joyce Pennarun"\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.  
(at Emo Health Centre (Emo))  
(at Rainy River Health Centre (Rainy River))  
(hereinafter referred to as the "Hospital")

AND:

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

RE: REGISTERED NURSE 0.8 FTE POSITION – EMO HEALTH CENTRE AND RAINY RIVER HEALTH CENTRE

In an effort to recruit and retain experienced nurses and continue to provide quality patient care, the parties agree WITHOUT PREJUDICE AND PRECEDENT to the creation of a 0.8 FTE position between the Emo Health Centre and the Rainy River Health Centre on the following basis:

1. The provisions of the Collective Agreement shall apply to the position except as amended by this agreement.
2. Travel between sites will be the responsibility of the nurse, unless subject to Article T.1.
3. The Rainy River Health Centre will be designated as the home base for the purposes of vacation, requests for time off, lay-off, recall or any other provision dealing with seniority rights.
4. The Hospital will endeavour to schedule consecutive shifts at one (1) site.

DATED at Fort Frances, Ontario, this 11<sup>th</sup> day of October, 2018.

FOR THE HOSPITAL

\_\_\_ "Jason Marchand" \_\_\_\_\_

\_\_\_ "Kailey Curtis" \_\_\_\_\_

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FOR THE ASSOCIATION

\_\_\_ "Michele Martin" \_\_\_\_\_

\_\_\_ "Joyce Pennarun" \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.  
(at LaVerendrye General Hospital (Fort Frances))  
(hereinafter referred to as the "Hospital")

AND:

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

**RE: REGISTERED NURSE – INPATIENT UNIT – 10 HOUR TOUR**

WHEREAS, the Hospital has established a 10 hour tour for the Inpatient Unit OBS Speciality at LaVerendrye General Hospital, the parties agree all provisions of the Collective Agreement shall apply except as amended by this agreement.

1. Hours of Work

A regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of the thirty-seven and one-half (37.5) minutes of unpaid meal time.

Monday to Thursday – 0730 to 1730.

2. Meals and Rest Periods

During the tour a nurse shall be entitled to, subject to the exigencies of patient care:

(a) a total of thirty-seven and one-half (37.5) minutes of unpaid meal time.

(b) a total of thirty-seven and one-half (37.5) minutes of rest periods.

3. Scheduling

A nurse shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a nurse work more than four (4) consecutive tours, the nurse shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5<sup>th</sup>) and subsequent tours until time off is scheduled.

4. Shift Premiums

A nurse working a ten (10) hour tour shall be paid shift premium at the rate of the current Collective Agreement for all hours worked between 1530 – 0730 hours.

5. Overtime (Subject to Article 14)

A nurse working a ten (10) hour tour, shall be paid overtime at the rate of time and one-half the nurses' regular straight time hourly rate for all work performed in excess of 9.375 paid hours in a twenty-four (24) hour period.

6. Paid Holidays

A nurse working a ten (10) hour tour shall be paid as per Article 15, noting that a nurse working a ten (10) hour tour shall receive twelve (12) days off to consist of seven and one-half (7 ½) hours each.

7. Trial Period

The parties agree that the ten (10) hour tour will be implemented for a trial period, not to exceed six (6) months from the date of commencement of this tour. The trial period may, with the agreement of both parties, be extended for an additional period as determined by the parties.

During the trial period, the program will be evaluated by the parties in order to ascertain the effectiveness of the ten (10) hour tour.

8. Discontinuation of Extended Tour

The ten (10) hour tour may be terminated at any time during the trial period if deemed unsatisfactory by either party.

The extended tour may be discontinued when notice of discontinuation is given as the result of:

- (a) adverse affects on patient care, or
- (b) inability to provide a workable staffing schedule, or
- (c) a wish to do so for other reasons which are neither unreasonable nor arbitrary.

When notice of discontinuation is given in accordance with the paragraph above:

- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (b) where it is determined that the extended tour will be discontinued, the affected nurse(s) shall be given eight (8) weeks' notice before the schedules are so amended.

DATED at Fort Frances, Ontario, this 11<sup>th</sup> day of October, 2018.

FOR THE HOSPITAL

\_\_\_"Jason Marchand"\_\_\_\_\_

\_\_\_"Kailey Curtis"\_\_\_\_\_

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FOR THE ASSOCIATION

\_\_\_"Michele Martin"\_\_\_\_\_

\_\_\_"Joyce Pennarun"\_\_\_\_\_

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