

**APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

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

And:

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

Expiry: March 31st, 2020

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APPENDIX 3 – SALARY SCHEDULE

Hourly Rates

Classification - 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

	Effective April 1, 2018	Effective April 1, 2019
Start	\$31.40	\$31.95
1 Year	\$31.50	\$32.06
2 Years	\$32.17	\$32.74
3 Years	\$33.70	\$34.28
4 Years	\$34.05	\$34.65
5 Years	\$37.34	\$37.99
6 Years	\$39.38	\$40.07
7 Years	\$41.37	\$42.10
8 Years	\$43.13	\$43.88
25 Years	\$43.89	\$44.65

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

	Effective April 1, 2018	Effective April 1, 2019
<u>Start</u>	\$34.28	\$34.88
<u>1 Year</u>	\$34.47	\$35.07
<u>2 Years</u>	\$35.00	\$35.62
<u>3 Years</u>	\$36.73	\$37.37
<u>4 Years</u>	\$38.49	\$39.17
<u>5 Years</u>	\$40.72	\$41.43
<u>6 Years</u>	\$42.83	\$43.58
<u>7 Years</u>	\$45.01	\$45.80
<u>8 Years</u>	\$48.25	\$49.09
<u>25 Years</u>	\$49.10	\$49.96

Nurse Practitioner

	Effective April 1, 2018	Effective April 1, 2019
Start	\$49.15	\$50.01
1 Year	\$49.53	\$50.40
2 Years	\$49.97	\$50.84
3 Years	\$51.31	\$52.21
4 Years	\$52.63	\$53.55
5 Years	\$54.30	\$55.25
6 Years	\$55.96	\$56.94
7 Years	\$57.67	\$58.68
8 Years	\$60.11	\$61.16
25 Years	\$60.78	\$61.84

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

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

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

Clause # Central Agreement Part-time		Applicable clause from existing Collective Agreement (expiry date March 31, 1991)
14.10 NOTE	16.09	Costs of taxi fares shall be provided or a nurse who provides her/his own transportation to return from Petawawa, or any other drop off point, to Deep River shall be reimbursed at the current hospital approved rate per mile for the round trip in lieu of taxi fare. A taxi fare and meal petty cash fund shall be made available to nurses to draw from before leaving on an ambulance trip.
15. NOTE	17.03	A part-time nurse who works on the day a paid holiday is observed, shall be entitled to receive pay at the rate of time and one-half (1½) for all hours worked on the paid holiday.
	17.06	Notwithstanding Article 17.03 and 17.04, where a part-time nurse is assigned to relieve a full-time position for a minimum three (3) week period, the nurse shall qualify for any statutory holidays that fall within such period.
	17.04	A part-time nurse who does not work on the day on which a paid holiday is observed shall receive no payment for such day and the percentage added to the nurse's daily rate of pay shall be deemed to take into account payment for this day.
18.09	22.07	Where the Hospital considers that additional educational preparation is required for a job then such preparation shall be paid for according to the following scale: <ul style="list-style-type: none"> - Special Courses and/or Nursing Unit Administration \$15.00 monthly - 1 Year's University Diploma \$40.00 monthly - Bachelor of Science Degree (Nursing) \$80.00 monthly - Master's Degree (Nursing) \$120.00 monthly <p>In the calculation of a nurse's basic rate of pay, the above additional allowance shall not be taken into account.</p>

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A – RECOGNITION

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

ARTICLE B – MANAGEMENT RIGHTS

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

ARTICLE C – ASSOCIATION REPRESENTATION

C.1 Hospital Association Committee

Each party shall have three (3) representatives on the Hospital-Association Committee.

C.2 Negotiations Committee

The Hospital shall recognize a negotiating committee of not more than four (4) Association members, at least one (1) of whom will be a part-time representative.

C.3 Grievance Committee

The Association may appoint or otherwise select Association Officers, four (4) of which shall assist nurses in presenting grievances.

C.4 Union Orientation Meeting

The Hospital will notify the Bargaining Unit President (BUP) or designate of each new hire and the nurse's start date. The Bargaining Unit President or designate may schedule thirty (30) minutes with the new hire at a time that is convenient to the BUP and Nurse at any time during the probationary period. The usual notification for union meetings need not apply to this article.

C.5 Professional Development Committee

The Hospital shall recognize a joint committee of two (2) Union representatives and two (2) Employer representatives who will meet to develop and implement guidelines which govern this committee. The ONA union representatives will be chosen by the ONA membership. The Professional Development Committee shall meet on a quarterly basis, dates to be determined at the beginning of each calendar year.

C.6 Health and Safety Committee

The Hospital will recognize one bargaining unit member as a member of the Joint Health and Safety Committee. The Hospital will also recognize one member as the alternate to the Joint Health and Safety Committee that will replace the designate committee member when the regular member of the committee is not available. The alternate member to the Health and Safety Committee may be appointed by the Union.

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

D.1 In requesting leave of absence days for local association business, the Association shall:

- (a) Provide written notice of at least one (1) week unless circumstances do not permit.
- (b) Provide that not more than three (3) nurses at any one time request such leave, conditional upon these nurses not being from the same area of the Hospital.
- (c) Provide that the total number of days in any one (1) calendar year for such leave for all nurses not exceed sixty (60) days.

D.2 Nurses may request an unpaid leave of absence for the purpose of professional development, relevant to their nursing practice at the Hospital. e.g. ACLS, TNCC, ENPC, PALS. Such requests shall not be unreasonably denied.

D.3 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to a Nurse elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted thirty (30) days of such leave(s) as may be required to fulfil the duties of the position. Should additional days be required by the Local Coordinator in any calendar year, the Parties will meet to discuss the granting of additional days.

D.4 The Employer will pay the Bargaining Unit President, and any other designate Union representative including the Local Coordinator at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours.

ARTICLE E – SCHEDULING PROVISIONS

E.1 Master Rotations

- (a) Proposed master rotations will be developed by the Manager jointly with the scheduling committee. A copy of all master rotations will be provided to the Bargaining Unit President.
- (b) Where a master rotation is changed, the nurses on the affected unit will be provided with a minimum of ninety (90) days' notice that their master rotation will be amended.
- (c) Individual lines on a master rotation shall not be changed without prior discussion between the Manager or delegate and the nurse. Nurses may select their placement on a New Master Rotation on the basis of seniority and skills.
- (d) Unit nurses may submit a written request to the Nursing Office/Manager to move to a vacant rotation. Such requests must be submitted while the vacant position is posted.

E.2 The first shift in any day shall be deemed to be the day shift for purposes of scheduling.

E.3 Subject to the Hospital's approval, nurses within the same classification may be allowed to trade days off on their own, providing that such a request is submitted in writing to the Hospital in advance of the change and mutually signed by the nurses involved. Such trade of shift is to be completed within four (4) weeks of the date of first shift traded. Requests for trades outside the four (4) weeks period will be considered on an individual basis.

E.4 The Hospital will post a six (6) week schedule four (4) weeks in advance of the first day of the six (6) week schedule.

The Hospital will post the Schedule covering the Christmas and New Year's period by November 1 each year.

E.5 Except during a disaster (e.g. Code Orange), premium shifts will be offered by seniority to Nurses capable of performing the available work in the following order:

- (a) Part-time Nurses whose combined scheduled and worked hours are less than seventy five (75) hours in the pay period. The hours shall include all hours worked, including hours paid at premium as a result of the provisions in the Collective Agreement.
- (b) Nurses working in bargaining unit classifications other than Registered Nurse (i.e. Clinical Leader, Nurse Clinician, Infection Control, etc.) will not be scheduled or offered additional tours on any unit until all full-time and regular part-time Nurses on the unit have been given the opportunity to work.
- (c) All Nurses Part-time and Full-time who have worked seventy five (75) hours based on seniority, with the offer to full-time members then part-time members.

Notwithstanding the foregoing, a Nurse will not be offered a "double shift" until the second shift has been offered to all nurses who are not in a "double shift" situation regardless of the shift being paid at premium rates.

Nurses will not be called to work shift(s) when on scheduled vacation or Statutory Holidays.

- E.6
- (a) A nurse who works extended tours shall have a minimum of twelve (12) hours off from the completion of one scheduled tour to the next scheduled tour, including any additional tour(s). If the nurse does not receive that minimum number of hours off, the nurse will be paid premium in accordance with Article 14 of the Collective Agreement for all hours worked within the minimum hours required off.
 - (b) A nurse who works a mix of regular tours and extended tours shall have a minimum of twelve (12) hours off at the completion of the extended tour and the start of the regular tour, including any additional tour(s). If the nurse does not receive that minimum number of hours off, the nurse will be paid premium in accordance with Article 14 of the Collective Agreement for all hours worked within the minimum hours required off.
 - (c) A nurse will have a minimum of sixteen (16) hours off at the completion of a regular tour and the start of an extended tour, including any additional tour(s). If the nurse does not receive that minimum number of hours off, the nurse will be paid premium in accordance with Article 14 of the Collective Agreement for all hours worked within the minimum hours required off.
 - (d) A nurse will have at least two (2) consecutive regular tours or sixteen (16) hours off between changes from one regular tour to another regular tour. If the nurse does not receive that minimum number of hours off, the nurse will be paid premium in accordance with Article 14 of the Collective Agreement for all hours worked within the minimum hours required off.

- (e) A nurse will have a minimum of forty-eight (48) hours off following the completion of a night shift. Where a nurse agrees to a shorter period of time, she will be entitled to be paid premium in accordance with Article 14 of the Collective Agreement for all hours worked on the next shift worked.

A Nurse's availability for additional tours and/or overtime does not waive the Nurse's right to premium payment provided for under this Collective Agreement.

E.7 Reassignment /Cancellation

A partial or single shift reassignment pursuant to Article 10.08 (a) will be done in the following manner, the least senior nurse will be reassigned unless another nurse agrees to be reassigned.

Pursuant to Article 10.08 (a), the cancellation of a single or partial shift will be done on the basis of the least seniority nurse in the Unit.

- E.8 Full-time nurses may elect to take paid time in lieu of overtime in accordance with Article 14. Such time will be granted at a mutually agreed time between the Hospital and the nurse. Full Time Nurses will be entitled to bank a total amount of time in lieu of overtime to a maximum of seventy-five (75) hours. Any time in excess of seventy-five (75) hours will be paid out within the current pay period.

- E.9 For purposes of Article 14 the weekend premium shall be paid from 2330 hours Friday to 2330 hours Sunday.

- E.10 Prior to initiating innovative unit scheduling, weekend worker positions and/or individual special circumstances arrangements as per Article 13 of the Collective Agreement the employer will notify the Bargaining Unit President or designate and meet with the Union to discuss and develop any necessary guidelines that will govern the particular schedules. The Employer will also provide the Union with clarification of any changes in responsibilities/duties for any position(s) within the Bargaining Unit, prior to the changes taking effect.

ARTICLE F – SCHEDULING REGULATIONS 7.5 HOUR TOURS

- F.1 The normal daily shifts for seven point five (7.5) hours are:

DAYS	0730 – 1530 hours
EVENINGS	1530 – 2330 hours
NIGHTS	2330 – 0730 hours

- F.2 When a nurse is scheduled to work 7.5 hours the nurse will be entitled to premium for all hours worked in excess of the nurse's scheduled shift in accordance with Article 14.

Example: 7.5 hours scheduled – the nurse will receive overtime as per 14.01 (a) and (b) if the nurse works over the 7.5 hours.

F.3 The schedule for full-time nurses shall provide for four (4) days off work in a fourteen (14) day period and in any two (2) week period, at least one (1) weekend off will be scheduled.

F.4 The schedule for full-time nurses shall provide for a maximum of seven (7) consecutive days of work prior to days off. For hours worked on the eighth and subsequent days, a nurse shall be paid at the premium rate of pay for those hours until a day off is granted.

F.5 For the purposes of 7.5 hour scheduling, a weekend off is defined as 2330 hours Friday until 0730 hours on Monday.

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

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

F.6 Where practicable, a nurse who requests permanent evening or night shifts shall be granted such request. Where several nurses request such placement, and it is practicable for the Hospital to honour some but not all requests then the seniority rule shall apply.

F.7 For purposes of Article 14 the shift premium payment for the normal seven and one-half (7.5) hour shifts are paid on evening and night shifts as identified below:

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

ARTICLE G – EXTENDED TOURS – 11.25 HOURS

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

- (a) The Hospital will meet with the Bargaining Unit President or designate to discuss the implementation of extended tours. Extended hour tours will be implemented in an area when at least 75% of the full-time and regular part-time nurses in that area vote in favour by secret ballot that they wish extended. The rotations on the schedule shall be assigned on the basis of seniority.
- (b) Extended hour tours will be discontinued at any time after six (6) months of the implementation of such tours. The Hospital will provide the Union with written notification of such discontinuation sixty (60) days prior to the

discontinuation and will meet with the Union within fifteen (15) days of the notification to discuss the reasons. Discontinuation may be based on the following:

- i) At least 50% of the nurses involved indicate in a secret ballot that they no longer wish to work extended tours; or
- ii) the Hospital, because of:
 - A) adverse effects on patient care;
 - B) inability to provide a workable staffing schedule; or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable or arbitrary, states its intention to discontinue the extended tour schedule.

G.2 Scheduling Regulations Extended Tours

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

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

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

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

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

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse. Job sharers who choose to split their weekend will do so as an exchange of shifts.
 - iv) the nurse is casual in which case the nurse will receive premium pay for all hours worked on the third and subsequent consecutive weekend.
- (d) There will be no more than three (3) consecutive tours scheduled. Where a nurse works additional hours, the nurse shall be paid premium rates for the additional hours worked.

- (e) When a nurse is scheduled 11.25 hours, overtime applies to all hours worked in excess of the scheduled shift. For example: 11.25 hours scheduled – the nurse will receive overtime as per Article 14.01 (a) and (b) if the nurse works over the 11.25 hours.
- (f) A nurse who works extended tours shall have at least twelve (12) hours off between shifts. A nurse who works a mix of regular tours and extended tours, shall have at least twelve (12) hours off between an extended tour and a regular tour. A nurse will have at least sixteen (16) hours off between a regular tour and an extended tour. If such circumstances do not prevail, then the nurse shall be paid at premium rates of pay for all hours worked during the aforementioned period of twelve (12) or sixteen (16) hours.

There shall be at least two (2) consecutive tours off between a change of tour and at least forty-eight (48) hours off duty following tours of night duty, except where a nurse agrees to a shorter period of time. Where a nurse agrees to a shorter period of time, she shall be paid at the premium rate. A Nurse's availability for additional tours and/or overtime does not waive the Nurse's right to premium payment provided for under this Collective Agreement.

G.3 Lieu Days

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

ARTICLE H – PART-TIME SCHEDULING

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

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

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

H.2 Part Tours (4 Hour Tours)

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

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

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

H.3 Part-time Nurses, in accordance with seniority and availability, who are scheduled to work the weekend adjacent to a holiday, will also be scheduled for the holiday if coverage is required on a Holiday adjacent to the scheduled weekend. Part-Time Nurses who work on the holiday weekend will be given, in order of seniority, first priority for additional work on the holiday. For clarity, this article does not amend the master rotation and applies only to *additional* shifts that require coverage.

Christmas and New Years are excluded; The Easter weekend Holidays will be scheduled as a block of four (4) days regular tours to include the Holidays if coverage is required. For Nurses working extended tours the nurse will not be required to work more than the three (3) days extended tours.

H.4 Assignment of Additional Shifts

Available shifts will be assigned as follows:

- (a) Regular part-time will be assigned shifts in accordance with their part-time commitment included in the master rotation.
- (b) Additional shifts that are known to be available will then be offered to that Unit's nurses, first to qualified regular part time and then to casual nurses based on seniority and stated availability up to full-time hours.
- (c) Shift(s) that are scheduled on the Medical Unit Master Rotation that require coverage will be covered by that Medical Unit's regular part time nurses, then casual nurses, who are qualified and capable of performing the work based on seniority and availability.

If the shift(s) remains unfilled the shift will be offered first to regular part time and then to casual nurses from the other Unit, in accordance with the Collective Agreement, who are capable of performing the work in order of seniority.

- (d) No shifts will be assigned by this process that result in the Nurse receiving premium pay when other Nurse are available to perform the work at straight time. When such tours are offered at premium rates, they shall be offered in accordance with Article E.4.
- (e) Regular part-time Nurse who request additional shifts on a unit other than their home unit will be scheduled as casuals on the alternate unit.

- (f) It is understood that the Hospital will not be required to offer additional shifts which would result in premium pay. Premium payment entitlements are defined in the scheduling provisions of the Collective Agreement including all provisions as outlined in Articles E, F, G, and H.

The offering of additional shift(s) on a designated Paid Holiday will be in compliance with Article H.3.

- (g) Job sharers may make themselves available for additional shifts on their scheduled day off. They will be called and offered additional shifts based on their part-time seniority in the Bargaining Unit.
- (h) Job sharers may be offered additional shifts even when their partner is working once the regular part-time and casual Nurse have been offered additional shifts as per H.4 (c) and (d).

ARTICLE I – STANDBY

The parties agree that Standby may be used to provide Nursing resource support to staff scheduled to work when the Employer has provided the Bargaining Unit President written “Notice” of the need to schedule Nursing staff on Standby.

- I.1 (a) It is understood that the Hospital will contact Nurses based on the nurses preferred method of communication.
- (b) Nurses will not be scheduled standby on scheduled days off or vacation, without agreement of the parties.
- (c) Nurses on Standby will be paid in accordance with the Collective Agreement Article 14.

ARTICLE J – PAID HOLIDAYS

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

January 1	July 1
Family Day (third Monday in February)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday (Victoria Day)	December 25
November 11	December 26

The Employer will provide the Union with designated dates of the Paid Holidays annually by December 15 of the previous year.

J.2 Where a nurse is entitled to a lieu day in accordance with Article 15, it will be taken within thirty (30) days prior to or after the actual date of the Statutory Holiday as per Article J.1. If a request-for a lieu day is not granted by the employer the lieu day will be carried forward until such time as it can be taken. Request for time off

in lieu will not be unreasonably denied. It is understood that should the Nurse not request time off in the allotted time it will be paid out.

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

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

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

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

In the event that Nurses may be granted both Christmas and New Year's off in any year, such time will be granted to Nurses who have requested in writing both Holidays off on a rotational basis based on seniority, until all nurses have had the opportunity to have both Holidays off.

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

Nurses may also be granted the opportunity to exchange shifts once the Schedule has been finalized and required Holiday period has been assigned.

ARTICLE K – VACATIONS

K.1 The vacation year shall be from January 1 to December 31 and for the purpose of determining vacation entitlement and increased vacation entitlement. Where a nurse becomes entitled to increased vacation during the vacation year the nurse shall be allowed the nurse's full vacation entitlement at any time in that vacation year and a nurse with less than one (1) year of service shall be allowed the nurse's full vacation entitlement in the appropriate vacation year. If a nurse terminates the nurse's services after having taken the nurse's vacation and prior to the full accrual of vacation credits the nurse shall be liable to the Hospital for repayment of any vacation time which was not earned by her/him.

K.2 A Nurse may submit vacation requests any time during the year. Such vacation requests will be granted on a first come first serve basis. Vacation requests will be submitted on an appropriate Request for Leave Form or Leave Management System. Vacation requests submitted for a similar period of time will be granted based on seniority with first preferences given to full-time nurses.

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

Vacation will be granted subject to availability of staff.

K.3 Summer Period Vacation Scheduling

- (a) Nurses will select their vacation preference by filling in the vacation preference sheet.
- (b) Vacation preference sheets will be available by March 1 for the summer period of June 1 to September 15. The preference sheet must be completed by April 1.
- (c) Confirmation of the vacation being granted during the summer period as outlined in K.3 (b) will be posted on the schedule by May 1 each year. Where two (2) or more nurses request the same period of vacation and the Hospital is unable to allow for the number of nurses being off at the same time then seniority of the nurses concerned shall be the deciding factor in accordance with Article K.2.
- (d) Requests for vacation submitted by the deadline of April 1st will be given preference over requests submitted after the deadline.
- (e) Requests for individual vacation shifts off will be considered after vacation requests of two (2) or more shifts have been granted.

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

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

K.5 Any nurse may request a change to scheduled vacation, however changes must be mutually agreed to between the nurse and the Manager. Requests to reschedule or cancel vacation must be provided in writing to the Manager at least two (2) weeks prior to the posting of the schedule.

K.6 Once schedules are posted, if a nurse no longer desires their requested approved vacation, they may make themselves available to pick up shifts. Such nurses will be called for any shifts once all other available nurses have been offered such shifts.

If the nurse works hours during a period that vacation has been requested to be cancelled, the nurse will be paid straight time for hours worked and the vacation hours will be credited back to the nurse vacation bank.

- K.7 A nurse may apply in writing to carry over up to seventy-five (75) hours of vacation entitlement into the subsequent vacation year provided such vacation time is taken prior to March 31. Approval of such requests will not be unduly withheld.
- K.8 Vacation pay for part-time nurses shall be paid in December of each year covering earnings of the previous calendar year. The vacation pay will be paid by the second pay period of December. Part-time nurses may request an additional vacation payout throughout the year in writing by providing the employer with three (3) weeks' notice. The written request must identify the specific period of vacation pay being requested and must be made prior to the pay period for which it is required.
- K.9 A full-time nurse shall be entitled to receive the nurse's vacation pay prior to going on vacation providing that such request is made in writing to the Hospital at least two (2) weeks in advance of the vacation.

ARTICLE L – PREPAID LEAVE OF ABSENCE

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

ARTICLE M – INNOVATIVE SCHEDULING

M.1 Weekend Worker

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

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

M.2 Individual Special Circumstance Arrangements

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

- (a) The position(s) will be granted with the mutual approval of the Employer and the Union.
- (b) The Union and the Hospital agree that the additional hours created as a result of the granting of a Special Circumstance Arrangement, will be included in the discussion at the time the position is being created, to determine how the additional hours will be handled.

- (c) In the event the nurse takes an extended leave (i.e. greater than 60 days), the position will be posted as a temporary full-time position for the duration of the absence and be filled in accordance with the Collective Agreement Article 10.
- (d) It is agreed that Nurses in Special Circumstance positions are not entitled to declare their availability for extra available work. Where premium paid shifts are offered, Individual Special Circumstances Nurses may be called and offered the shift only after all other unit nurses have been offered the shift.
- (e) The Nurse is entitled to benefits as per the Collective Agreement. This will be included in the Letter of Understanding created for the individual nurse.

M.3

Job Sharing

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

- (a) Implementation

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

An incumbent full-time nurse wishing to share the nurse's position, may do so without having the nurse's half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

- (b) If one of the job sharers leaves the arrangement, the position will be posted. If there is no successful applicant to the position, the remaining Nurse will revert to their former status defined as full-time, part-time, or casual. If the remaining Nurse was previously part-time and there is no part-time position available on the same Unit, the nurse shall exercise layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

- (c) Discontinuation

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

- (d) All job sharers shall be treated as regular part-time Nurses and be subject to the provisions for regular part-time nurses except as modified herein.
- (e) Posted schedules for job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. Such schedules shall conform with the scheduling provisions for full-time nurses.

- (f) (i) Total hours prescheduled to be worked by the job sharers shall be equal to one full-time position.

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

- (ii) Each job sharer may exchange shifts with the nurse's partner, as well as with other nurses as provided by the Collective Agreement.
- (iii) Job sharers will have the right to determine between themselves which partner will work on a scheduled paid holiday, subject to the conditions of the Collective Agreement.
- (iv) The job sharers will not be scheduled to work in total more paid holidays than would one full-time nurse unless mutually agreed otherwise.
- (v) The job sharer position will be granted either the Christmas or New Year's period off pursuant to Article J of the Collective Agreement. When one job sharer works over Christmas, neither can be required to work over New Year's and vice-versa, unless mutually agreed otherwise.

M.4 It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the unit must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known.

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

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

M.5 No new job sharing requests will be granted on any unit once any notice of layoff has been provided to the Union until the notice period has expired.

ARTICLE N – SENIORITY LISTS

N.1 The seniority list shall be posted by the Hospital on March 1st and September 1st of each year.

ARTICLE O – SAFE & HEALTHY ENVIRONMENT

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

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

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

ARTICLE P – MODIFIED WORK INFORMATION – FULL-TIME AND PART-TIME

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

ARTICLE Q – VIOLENCE

- Q.1 Violence

The Employer 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.

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

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

The Employer shall notify the Joint Health and Safety Committee and the Union in writing immediately of any nurse who has suffered loss of hours of work as the result of assault while performing the nurse's work. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Occupational Health & Safety Committee.

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

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

The Hospital will provide training on violence prevention and control measures, procedures, practices and equipment to all Nurses during a new Nurse's orientation and to all Nurses at least biennially.

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

ARTICLE R – RETIREE BENEFITS

R.1 Retiree Benefits – Process for Payment

The retired nurse will provide payment of the premiums for retiree benefits either through monthly cheques or through a monthly preauthorized withdrawal process.

ARTICLE S – GENERAL

S.1 The parties agree that any unsuccessful bargaining unit member for a job posting will be notified, in writing, with a copy to the Bargaining Unit President, prior to posting the name of the successful candidate.

S.2 The Hospital shall provide a bulletin board space for the purpose of posting Association notices. All such notices except notices of meetings must be jointly approved by the Bargaining Unit President and the CEO or his/her designate.

S.3 Electronic Grievance and Professional Responsibility Workload Reporting Form

(a) The parties agree to use the electronic version of the O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement. The parties agree to use the electronic version of the Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement.

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

S.4 Nurses shall be paid by a deposit system at a bank of their choice through the Hospital. Nurses shall notify the Hospital in writing, ten (10) days prior to any pay period of any deposit change required. Statement of calculations will be issued bi-weekly notwithstanding conditions unforeseen and beyond the control of the Hospital, not later than the Thursday following the end of the pay period. Statements of calculations will be issued electronically, unless otherwise requested as per the Accessibility for Ontarians with Disabilities Act. Nurses shall be notified in writing when receiving pay increases based on service progression.

If there is an omission of more than twenty-five dollars (\$25.00), the nurse may request either that:

- (a) a payment in the amount be issued within 3 days or
- (b) the amount be issued by direct deposit on his/her next pay.

ARTICLE T – SUPERNUMERARY POSITIONS

T.1 For clarity, the Hospital and the Union agree that all nurses hired into Supernumerary positions will have a Letter of Understanding created ensuring the member is aware that they are covered by all applicable provisions as outlined in the Collective Agreement including any specifics related to Supernumerary Nurses.

ARTICLE U – NURSE PRACTITIONERS / RNEC

U.1 The Hospital will ensure that the full time Nurse Practitioner/RNEC will be scheduled a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal work week shall consist of thirty-seven and one half (37.5) hours.

U.2 While the parties recognize there is no assigned schedule for the Nurse Practitioner/RNEC, they will work hours to cover the Clinic hours. The Nurse Practitioner/RNEC will work flexible hours dependent on patient workload, within the clinic hours, and with prior agreement of the manager. The Nurse Practitioner/RNEC will adjust their schedule to compensate for the variations in that workload with prior agreement for the manager. Such flexible schedule will not

result in premium pay under the scheduling provisions contained in the Collective Agreement.

U.3

The Nurse Practitioner/RNEC who anticipates working in excess of seventy five (75) hours in the pay period will request the Manager's approval prior to working the excess hours. Hours worked in excess of seventy-five (75) hours in the pay period, in accordance with the Letter of Understanding for Excess Hours of work, may be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Nurse Practitioner/RNEC and their Manager, as per Article 14 of the Collective Agreement.

DATED AT DEEP RIVER, ONTARIO, THIS 14 DAY OF September, 2018.

FOR THE EMPLOYER

Janna Hotson

Michelle Robertson

FOR THE UNION

Marc Pandj
Labour Relations Officer

Dale Regan

James Elliott

Alana Hanley

LETTER OF UNDERSTANDING

Between:

DEEP RIVER AND DISTRICT HOSPITAL
(Hereinafter called the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")

Re: Excess Hours of Work

The Parties agree that the Employer may exceed the hours of work limitations set out in Section 17(1) (b) of the Employment Standards Act (ESA), 2000, but only for the following purpose and to the following extent:

- (a) The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule over a standard of a six (6) week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time Nurses or two hundred and twenty five hours (225) hours in a six (6) week period. Part time Nurse's will be scheduled no more than seventy-five (75) hours in two weeks period.
- (b) The Union agrees to average such scheduled hours over the same six (6) week period for the purpose of determining the Nurses entitlement, if any, to overtime pay under Section 22 of the Act. This agreement does not apply to any combination of hours which includes hours not on the master rotations or schedules. Nothing in this agreement would disentitle Nurses to ESA overtime for any additional hours worked that week. Nothing else in this agreement affects a Nurse's rights under ESA Section 22.
- (c) The master rotations or schedules referred to above must be approved by the Union and the Nurses working in the relevant Unit at the time the rotation or schedule is introduced.
- (d) The Union agrees that Nurses may be asked to work more than their regular scheduled hours in a work day despite the limits set out in ESA Section 18(1), (2), (3) and (4) of the Act. Each Nurse has the right to refuse the request to work beyond the limits in ESA Section 18(1), (2), (3) and (4) subject to the emergency provisions of Section 19 of the ESA.
- (e) The Union agrees that Nurse may be asked to work hours which provide less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceeds 13 hours. Each Nurse has the right to refuse the request, subject to the emergency provisions of Section 19 of the ESA.
- (f) The Union agrees that Nurses may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than forty eight (48) hours in a week, up to a limit of sixty (60) hours in a week. Each Nurse has

the right to refuse the request, subject to the emergency provisions of Section 19 of the ESA.

With the exception of allowing the averaging of weekly hours for the purpose of determining the Nurse's entitlement, if any, to overtime pay under Section 22 of the ESA this agreement shall not be interpreted to disentitle a Nurse to any other premium payment under any other provision of the Collective Agreement.

DATED AT DEEP RIVER, ONTARIO, THIS 14 DAY OF September, 2018.

FOR THE EMPLOYER

Janna Hotson

Michelle Robertson

FOR THE UNION

Marc Pandi
Labour Relations Officer

Dale Regan

James Elliott

Alana Hanley

LETTER OF UNDERSTANDING

Between:

DEEP RIVER AND DISTRICT HOSPITAL
(Hereinafter called the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")

Re: Scheduling

1. The parties agree that during the term of the Collective Agreement they will collaboratively meet to discuss parameters around scheduling.
2. There will be representation at these meetings of the following:
 1. Bargaining Unit President
 2. One (1) ONA Member from the Medical Unit
 3. One (1) ONA Member from the Emergency Department
 4. Two (2) Management

DATED AT DEEP RIVER, ONTARIO, THIS 14 DAY OF September, 2018.

FOR THE EMPLOYER

FOR THE UNION

Janna Hotson

Marc Pandi
Labour Relations Officer

Michelle Robertson

Dale Regan

James Elliott

Alana Hanley

LETTER OF UNDERSTANDING

Between:

DEEP RIVER AND DISTRICT HOSPITAL
(Hereinafter called the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")

Re: Registered Nurse Professionalism in the Workplace

The parties acknowledge the significant role Registered Nurses play in the delivery of high quality healthcare.

We also recognized that it is important for patients and staff to be able to readily identify Registered Nurses who are widely disbursed throughout the hospital.

The parties will jointly promote the professional image and identity of Registered Nurses and will collaboratively develop plans within the hospital to do so.

All hospital identification tags will clearly identify the employee as a Registered Nurse in a font that is clearly visible.

DATED AT DEEP RIVER, ONTARIO, THIS 14 DAY OF September, 2018.

FOR THE EMPLOYER

FOR THE UNION

Janna Hotson

Marc Pandi
Labour Relations Officer

Michelle Robertson

Dale Regan

James Elliott

Alana Hanley