

COLLECTIVE AGREEMENT

Between:

KIRKLAND AND DISTRICT HOSPITAL  
(Hereinafter called the "Hospital")

And:

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

EXPIRY: MARCH 31, 2020

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**APPENDIX 3 - SALARY RATES**

<b>REGISTERED NURSE</b>		
	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

<b>GRADUATE NURSE</b>		
	Effective April 1, 2018	Effective April 1, 2019
START	\$31.41	\$31.96
1 YEAR	\$31.60	\$32.15

<b>RNEC/DIABETIC EDUCATOR</b>		
	Effective April 1, 2018	Effective April 1, 2019
START	\$49.92	\$50.79

**APPENDIX 4 - Appendix on Superior Benefits**

The parties recognize that no superior benefits, rights, privileges, practices, terms or conditions of employment flow from the central agreement.

## **APPENDIX 5**

### **ARTICLE A - RECOGNITION AND DEFINITIONS**

- A-1 The Hospital recognizes that in accordance with the "Certificate" issued by the Ontario Labour Relations Board and dated at Toronto on the 14th day of October, 1981 the Ontario Nurses' Association is the bargaining agent of all registered and graduate nurses employed in a nursing capacity by Kirkland and District Hospital, in Kirkland Lake, Ontario, save and except Manager and persons above the rank of Manager.
- A-2 The term "immediate supervisor" shall mean the first level of supervision excluded from the bargaining unit.

### **ARTICLE B - MANAGEMENT RIGHTS**

- B-1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline employees provided that a claim by an employee that she/he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this agreement;
  - (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.
- B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

### **ARTICLE C - UNION SECURITY**

- C-1 The interview period as provided for in Article 5.06 will be scheduled during the employee's probationary period. The Hospital will advise the Bargaining Unit President or designate of all employees to be interviewed.

**ARTICLE D - REPRESENTATION AND COMMITTEES**

D-1 The parties agree that employee representatives and committee members may be from either the full-time or part-time bargaining unit and shall represent both bargaining units. It is understood that the total number of employees as Nurse Representatives or committee members shall not exceed the following:

- (a) Nurse Representatives - three (3) Nurse Representatives.
- (b) Grievance Committee - three (3) employees - of whom no more than two (2) (1 full-time, 1 part-time) shall be from any one unit. When a regular member is not available, she/he may be replaced by an alternate member who is appointed by the Union.
- (c) Hospital-Association Committee - three (3) employees - of whom no more than two (2) (1 full-time, 1 part-time) shall be from any one unit. When a regular member is not available, she/he may be replaced by an alternate member who is appointed by the Union.

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.

- (d) Negotiating Committee - up to three (3) employees - of whom no more than two (2) (1 full-time, 1 part-time) shall be from any one unit. Where a regular member is not available, she/he may be replaced by an alternate member who is appointed by the Union.
- (e) Certified Worker - one (1) certified ONA member.
- (f) Professional Development Committee - 2 members.

D-2 The Bargaining Unit President, or designate, will be paid at her/his regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside her/his scheduled hours of work. Such hours will be invisible for purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).

**ARTICLE E - SENIORITY**

E-1 The current seniority list as provided for in Article 10.02 will be filed with the Union and posted on or before April 1<sup>st</sup> and October 1<sup>st</sup> of each year.

**ARTICLE F - LEAVE FOR UNION BUSINESS**

F-1 As provided for in Article 11.02 the cumulative total leave of absence for all employees, including full-time and part-time employees, shall be forty (40) days during the calendar year subject to the following conditions:

- (a) the Union will notify the Hospital in writing two (2) weeks in advance of the requested leave, whenever possible;
- (b) no more than two (2) employees shall be absent at any one time and not more than one (1) from any one unit. Such leave will not be unreasonably denied.

F-2 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Such leave will be subject to the scheduling requirements of the Hospital and notice to the Hospital in writing two (2) weeks in advance of the requested leave, whenever possible.

**ARTICLE G - HOURS OF WORK**

G-1 Scheduling Regulations – 7½ Hour Tours

- (a) There shall be relief periods in accordance with Article 13.01 (b).
- (b) Shift schedules shall be posted two (2) weeks in advance and shall cover a six (6) week period. Requests will be considered if submitted one (1) week prior to posting.
  - i) A copy of the posted schedule will be provided to the Union, upon request.
- (c) An employee may exchange her or his schedule tours of duty with another employee provided the request is submitted in writing, dated and signed by both employees, and is approved by the immediate manager or designate concerned. Such requests shall not be unreasonably denied, nor shall it result in additional cost to the Employer.
- (d) No split tours will be scheduled.
- (e) An employee is entitled to one (1) weekend off in three (3).

An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third and consecutive weekend, save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- ii) such employee has requested only weekend work; or
- iii) such weekend is worked as the result of an exchange of shifts with another employee.
- (f) At least sixteen (16) hours shall be scheduled off between shift changes. A shorter period of time may be agreed upon by mutual consent.

- (g) The Employer will schedule five (5) consecutive days off at either Christmas or New Year's in alternate years, unless otherwise mutually agreed. Six (6) or more consecutive days off will be scheduled where it is possible to do so. Such time to include Christmas Eve day, Christmas Day and Boxing Day or New Year's Eve day, New Year's Day and January 2nd (until 1530 hours). Each employee will be advised of their time off six (6) weeks in advance.

This provision will not apply to areas where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays.

The scheduling provisions in Article G-1 will be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling.

- (h) When a nurse's schedule is a combination of regular tours (7½ hour tours) and extended tours (11¼ hour tours), the following provisions will apply:
- i) if the nurse works a combination of a regular tour and an extended tour in the same weekend, then works any tour on the following weekend, then the extended tour provisions (Article G-2 (e)) will apply.
  - ii) if the nurse works regular tours on a weekend, and then works any tours the following weekend, then the regular tour provisions (Article G-1 (e)) will apply.
  - iii) if the nurse works extended tours on a weekend, then works any tour on the following weekend, then the extended tour provisions Article G-2 (e) will apply.
- (i) Night shift is the first shift of the day.
- (j) The Employer shall reassign nurses to another unit/area where they are qualified to perform the available work, in reverse order of seniority, in accordance with Article 10.08 (a).

#### FULL-TIME ONLY

- (k) A full-time employee will be scheduled off at least twelve (12) days in a six week period.
- A minimum of split days off will be scheduled.
- (l) An employee will not be scheduled to work more than seven (7) consecutive days, unless by request of or agreement by the employee.
- (m) At least forty-eight (48) hours time off shall be scheduled following the night shift when changing a full-time nurse's schedules to either the day shift or the evening shift unless mutually agreed upon.



- (n) A full-time employee will not be required to change shifts more than once during a work week.
- (o) Full-time employees will be available to work all three shifts (nights, days and evenings). Individual shift preferences will be considered, e.g. days and evenings or days and nights. No more than two consecutive weeks shall be scheduled on any one shift unless otherwise mutually agreed.
- (p) Where an employee normally rotates shifts, at least one-half of her/his tours shall be scheduled on the day shift unless otherwise mutually agreed.
- (q) Should the Hospital breach the scheduling regulations in Article G-1 (d) (f) (k) and (l), premium pay as provided for in Article 14.03, will be paid to the employee(s) save and except where:
  - i) such work was requested by the employee to satisfy specific days off requested by the employee.
- (r) Definition of a Weekend  
 For the purpose of G-1 (e), a weekend shall be defined as a period of sixty-four (64) consecutive hours from the completion of the employee's Friday day shift.

#### PART-TIME ONLY

- (s) Regular Part-time Commitment  
 A regular part-time employee's commitment to be available will include:
  - i) available to work at least three (3) tours per week;
  - ii) available to work two (2) weekends out of three (3), if required;
  - iii) available to work all three (3) shifts (nights, days and evenings). Individual shift preferences will be considered, e.g., days and evenings or days and nights;
  - iv) available to work as scheduled for at least five (5) tours at either Christmas or New Year's.
- (t)
  - i) The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule on that unit.
  - ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.

- iii) Where all regular part-time employees have been given the opportunity to work up to their committed tours in the posted schedule and in accordance with 10.09, extra tours will then be offered to regular part-time employees on the basis of seniority.
- iv) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.
- (u) At least forty-eight (48) hours time off shall be scheduled following three (3) or more consecutive night tours when changing schedules to either the day shift or the evening shift.
- (v) Whenever possible and where an employee normally rotates shifts, at least half of her/his tours shall be scheduled on the day shift.
- (w) Should the Hospital breach the scheduling regulation in Article G-1 (d), (f) and (l), premium pay as provided for in Article 14.03 will be paid to the employee(s) save and except where:
  - i) such work was requested by the employee to satisfy specific days off requested by the employee.

(x) Definition of a Weekend

For the purpose of G-1 (e), a weekend shall be defined as a period of fifty-six (56) consecutive hours from the completion of the employee's Friday day shift until the beginning of the Monday day shift.

G-2 Scheduling Regulations - Extended Tour FULL-TIME/PART-TIME

(a) Extended Tours – Introduction and Discontinuation

- i) Extended tours shall be introduced into any unit when;
  - (A) eighty percent (80%) of the employees in the unit so indicate by secret ballot; and
  - (B) the hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- ii) Extended tours may be discontinued in any unit when;
  - (A) Fifty-five percent (55%) of the employees in the unit so indicate by secret ballot; or
  - (B) The Hospital because of:
    - (1) adverse effects on patient care,
    - (2) inability to provide a workable staffing schedule,

- (3) reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended tours in the schedule,

states its intention in writing to the Union to discontinue the extended tours.

- iii) When written notice of discontinuation is given by either party in accordance with paragraph (2) above, then,
  - (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 tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- iv) There will be an ongoing evaluation of the extended tour in each unit.

It is understood that the implementation of extended tours will be on a trial period for six (6) months. At the completion of the trial period a second vote will be taken in accordance with (a)(1) i).

- (b) There shall be relief periods in accordance with Article 13.01 (b).
  - i) A copy of the posted schedule will be provided to the Union, upon request.
- (c) An employee may exchange her or his scheduled tours of duty with another employee provided the request is submitted in writing, dated and signed by both employees, and is approved by the immediate manager or designate concerned. Such requests shall not be unreasonably denied, nor shall it result in additional cost to the Employer.
- (d) No more than two (2) consecutive weeks will be scheduled on the night tour unless mutually agreed.
- (e)
  - i) An employee will be scheduled off every second weekend as a weekend off.
  - ii) An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a second weekend and subsequent consecutive weekend save and except where:
    - (A) such weekend has been worked by the employee to satisfy specific days off requested by the employee; or
    - (B) such employee has requested weekend work; or
    - (C) such weekend is worked as the result of an exchange of tours with another employee.

iii) Definition of a Weekend

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

- (f) The Employer will schedule five (5) consecutive days off at either Christmas or New Year's in alternate years, unless otherwise mutually agreed. Six (6) or more consecutive days off will be scheduled where it is possible to do so. Such time to include Christmas Eve day, Christmas Day and Boxing Day or New Year's Eve day, New Year's Day and January 2nd (until 1930 hours). Each employee will be advised of their time off six (6) weeks in advance.

The scheduling provisions in Article G-2 will be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling.

- (g) When a nurse's schedule is a combination of regular tours (7½ hour tours) and extended tours (11¼ hour tours), the following provisions will apply:
- i) if the nurse works a combination of a regular tour and an extended tour in the same weekend, then works any tour on the following weekend, then the extended tour provisions (Article G-2 (e)) will apply.
  - ii) if the nurse works regular tours on a weekend, and then works any tours the following weekend, then the regular tour provisions (Article G-1 (e)) will apply.
  - iii) if the nurse works extended tours on a weekend, then works any tour on the following weekend, then the extended tour provisions Article G-2 (e)) will apply.
- (h) Shift schedules shall be posted two (2) weeks in advance and shall cover a six (6) week period. Requests will be considered if submitted one (1) week prior to posting.

- (i) The Employer shall reassign nurses to another unit/area where they are qualified to perform the available work, in reverse order of seniority, in accordance with Article 10.08 (a).

FULL-TIME

- (j) Whenever possible and where an employee normally rotates shifts, at least half of her/his tours shall be scheduled on the day shift averaged over a twelve (12) week schedule.
- (k) Shift work on weekends will be equally distributed over a twelve (12) week schedule.

- (l) At least forty-eight (48) hours of time off will be given to the full time nurses between shift changes unless mutually agreed upon.
- (m) Should the Hospital breach the scheduling regulations in Article G-2 (d), (k) or (n), premium pay, as provided for in Article 14.03 will be paid to the employee(s) save and except where:
  - i) such work was requested by the employee to satisfy specific days off requested by the employee.
- (n) No more than three (3) consecutive tours will be scheduled.

PART-TIME

(o) Regular Part-time Commitment

A regular part-time employee's commitment to be available will include:

- i) available to work at least twelve (12) tours in a six (6) week period;
  - ii) available to work three (3) weekends in a six (6) week period;
  - iii) available to work as scheduled for four (4) tours at either Christmas or New Year's.
- (p)
- i) The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule on that unit.
  - ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
  - iii) Where all regular part-time employees have been given the opportunity to work up to their committed tours in the posted schedule, extra tours will then be offered to regular part-time employees on the basis of seniority.
  - iv) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.
  - v) An error in the above mechanism for shift distribution initiated by a local member will be resolved by offering the aggrieved employee a shift as an extra employee at a time agreeable to the employee. Such shift will not result in premium payment.

An error in the above mechanism for shift distribution initiated by the Employer will result in the aggrieved employee being paid and receiving seniority for the missed shift.

- (q) No more than three (3) consecutive tours will be scheduled unless the nurse requests otherwise.
- (r) If the regular part-time employee is scheduled for two (2) or more consecutive night tours, at least forty-eight (48) hours time off shall be scheduled following the night tour when changing schedules to the day tour, unless the employee requests otherwise.
- (s) Should the Hospital breach the scheduling regulations in Article G-2 (p), premium pay as provided for in Article 14.03 will be paid to the employee(s) save and except where:
  - i) such work was requested by the employee to satisfy specific days off requested by the employee.
- (t) An employee will not be required to change shifts more than once during a work week.
- (u) Whenever possible and where an employee normally rotates tours, at least half of her/his tours will be scheduled on the day tour.
- (v) Whenever possible there will be equal distribution of shift work amongst the regular part-time employees.

G-3 The Hospital agrees to discuss with the involved unit and the Hospital-Union Committee any proposed changes to the schedules.

G-4 Casual Part-Time

Where the Employer has identified in-service or training sessions requires for nurses, it will notify casual employees of such requirements in advance.

G-5 Tours of less than 7.5 hours – Operating Room Only

Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours), Article G in its entirety applies except as amended by the following:

- (a) Tours of less than 7.5 hours will not be used as part of the normal scheduling on the unit without notification to the Union.
- (b) The Hospital will endeavour to schedule an equitable distribution of tours of less than 7.5 hours among the regular part-time employees in the unit.
- (c) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.

G-6 An employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided for under this collective agreement.

**ARTICLE H - PAID HOLIDAYS**

H-1 The designation of paid holidays under Article 15.01 is as follows:

New Year's Day/January 1 <sup>st</sup>	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day/November 11 <sup>th</sup>
Victoria Day	Christmas Day/December 25 <sup>th</sup>
Canada Day/July 1 <sup>st</sup>	Boxing Day/December 26 <sup>th</sup>

H-2 Where a full-time employee is entitled to a lieu day under Article 15.04 or 15.05, such day off must be taken within thirty (30) days before or after the holiday unless otherwise mutually agreed or payment shall be made in accordance with 15.03.

H-3 A tour that begins or ends during the twenty-four (24) hour period of a 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.

**ARTICLE I - VACATIONS**

I-1 The date for determining vacation entitlement shall be March 31<sup>st</sup>.

I-2 Vacations shall be scheduled as follows:

- (a) all requests for vacations must be submitted by March 15 of each year;
- (b) the Hospital shall grant vacation requests subject to the staffing requirement of the Hospital;
- (c) in scheduling vacation requests, preference will be given to employees in accordance with their seniority provided the employee exercises this right by the date established in (a) above, after which time requests in the request book will be scheduled on a first come, first served basis.

If no vacation allotment is indicated by the following January 15<sup>th</sup>, the vacation will be scheduled by mutual agreement between the employee and their Manager. If there is no agreement, the Manager will make the final decision.

- (d) An employee shall be permitted to carry-over up to thirty-seven and a half (37.5) hours of vacation to the next vacation year.
- (e) vacations will not normally be scheduled for the period from December 15<sup>th</sup> to January 15<sup>th</sup>;
- (f) a vacation schedule shall be posted by May 1<sup>st</sup> of each year listing all requested vacations for the vacation year;
- (g) prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation;

- (h) an employee will be scheduled off for the Saturday and Sunday following a vacation that terminates on a Friday;
- (i) nurses will be limited to taking a maximum of three (3) consecutive weeks of vacation time during prime time (defined as June 15<sup>th</sup> – September 15<sup>th</sup> inclusive). The three (3) week period will include the extended tours week off for full-time nurses.

#### **ARTICLE J - BULLETIN BOARD**

- J-1 The Hospital will provide bulletin board space for the posting of notices related to Union business.
- J-2 Meeting notices may be posted on the union bulletin board and at each nursing station. All such notices shall be approved by the Nurse Manager or her/his designate. Such approval will not be unreasonably withheld.

#### **ARTICLE K - PRE-PAID LEAVE PLAN**

- K-1 One (1) employee (full-time or part-time) on each nursing unit may be absent on pre-paid leave at any one time.

#### **ARTICLE L - JOB SHARING**

- L-1 If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central agreement, the following conditions shall apply unless otherwise agreed to by the parties:
  - (a) Job sharing request with regard to full-time positions shall be considered on an individual basis.
  - (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Manager of the Unit.
  - (c) The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
  - (d) Each job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement.
  - (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.



(f) Coverage:

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

Job sharers can do extra part-time shifts in order of seniority. Job sharers can be pre-booked for extra shifts except on their partners scheduled shifts.

- ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

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

(g) Implementation:

- i) 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.
- ii) Any incumbent full-time employee wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- iii) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

(h) Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Should a job sharing arrangement be discontinued and one of the job sharers is the original owner of the full-time position, this nurse will have

the option of reverting to her/his full-time status or remain regular part-time. The other job sharer will remain regular part-time.

**ARTICLE M - WORKPLACE SAFETY AND INSURANCE BOARD/MODIFIED WORK PROGRAM**

- M-1
- (a) The Hospital will notify the President of the Local Nurses' Union of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.
  - (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
  - (c) The Hospital agrees to provide the employee with a copy of the WSIB (Workplace Safety and Insurance Board) Form 7 at the same time as it is sent to the Board.

M-2 Modified Work/Return to Work Programs

The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties will undertake to provide safe and meaningful employment for both permanently or temporarily disabled employees based on the following principles:

- (a) An employee has the right to employment following an injury or illness if the employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work available.
- (b) An employee participating in this program on a temporary basis, will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher. A nurse who requires permanent modified work will be paid the usual rate of the position.
- (c) An employee with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work if available.
- (d) An employee with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment if available.

M-3

Return to Work Plan

When it has been medically determined that an employee is ready to return to work, the Hospital and the Union will meet with the affected employee and the Manager to create and recommend a return to work plan. The Plan will include developing and recommending strategies for:

- (a) Integrating accommodated workers back into the workplace.
- (b) Educating employees about the legal, personal, organizational aspect of disabled workers to work.
- (c) In creating a return to work plan, the Hospital, the Union and the Manager will examine the disabled employee abilities and accommodation needs to determine if the employee can return to her/his:
  - i) Original position;
  - ii) Original unit;
  - iii) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
  - iv) Alternate positions outside the original unit.
- (d) In creating a return to work place, the Hospital and Union will consider the employee's abilities and accommodate needs and if she/he is unable to return to work in accordance with Article (c) above, the Hospital and Union will identify any positions in the Hospital in which the employee may be accommodated.
- (e) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established if the work is available. Such employee will remain on the list of employees requiring permanent accommodation until appropriate permanent accommodation has been offered.
- (f) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with Articles (c), (d) and (e) above, they must balance additional factors including in no particular order:
  - i) skills, ability and experience;
  - ii) ability to acquire skills;
  - iii) path of least disruption in the workplace;
  - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce;

- v) seniority.
- (g) When more than one employee is deemed by the Hospital and Union to be suitable for a particular position or arrangement, and the factors set out in Articles (c), (d), (e) and (f) are relatively equal, seniority shall govern.
- (h) The Hospital and Union will monitor the status of accommodated employees and the status of employees awaiting accommodation.

## **ARTICLE N - VIOLENCE PREVENTION AND CONTROL**

### N-1 (a) Definition of Violence

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

### (b) Violence Policies and Procedures

The Employer agrees to have in place formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, and support to employees who have faced violence. The policy and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee at time of hire.

Prior to implementing any changes to these policies, the employer agrees to consult with the Union and the joint health and safety committee.

### (c) Notification to the Association

The Employer will notify the JHSC and union in writing of all incidents related to violence within four (4) days. For critical injuries the employer will notify the JHSC and the union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

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

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

(e) Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees must be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with potentially violent situations.

(f) Training

The Employer agrees to provide training and education on the violence prevention and harassment policies and programs, and on prevention of violence to all employees. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(g) Support and Counselling

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

(h) Damage to Personal Property

The Employer will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

The employee will present her or his claim to the Employer immediately after the event, unless it was impossible for her or him to do so during this period.

The parties agree that this shall only apply to personal property reasonably required by the employee in order to perform their job.

(i) Advise Workers about a Person with a History of Violent Behaviours

The Employer and the Union recognize the employer's obligation under section 25(2)(h) to take every precaution reasonable to protect workers and 32.0.5(3) of the OHS Act to provide information, including personal information to a worker related to a risk of workplace violence from a person with a history of violent behaviour, where it is expected that the worker will encounter said person.

**ARTICLE O - LIEU TIME**

O-1 In accordance with Article 14.09, where a full-time or a regular part-time nurse chooses time off equivalent to the applicable premium rate, such time must be taken at a mutually agreeable time.

For all departments other than OR, banked overtime remaining to the nurse's credit in excess of thirty-seven and one half (37.5) hours shall be paid out to the

nurse at the last pay period of each quarter (June, September, December, March).

For the OR department, banked overtime remaining to the nurse's credit, in excess of fifty (50) hours shall be paid out to the nurse at the last pay period of each quarter (June, September, December, March).

#### **ARTICLE P - PARKING**

P-1 The Hospital will charge the following rates:

\$0.30/hour for part-time and full-time

Prior to any changes in these rates, the proposed changes will be discussed at the Association/Hospital Committee. In the event the Hospital changes the parking rates, the Union has the right to grieve.

#### **ARTICLE Q - MISCELLANEOUS**

Q-1 Temporary full-time vacancies of over six (6) months, will be reviewed by both parties and if mutually agreed, full-time nurses will be considered for these vacancies in accordance with Article 10.06 (d) on the same basis as regular part-time nurses.

Q-2 Unsuccessful applicants under Articles 10.07 (a) and (b) will be notified by letter at least two (2) days prior to the posting of the name(s) of the successful applicant(s).

Q-3 Health and Welfare Benefits (Full-time Nurses)

Nurses participating in the Health and Welfare plans as outlined in 17.01 (h) must provide the Hospital with post-dated cheques dated the 1<sup>st</sup> of each and every month for the period of coverage or for the period established by the Hospital. Such payments must be made in advance of the coverage.

Q-4 The Employer will provide the nurse with a lunch when the nurse is out on planned transfer.

Q-5 If an error occurs of more than one hundred dollars (\$100.00) on a pay cheque or the error will cause undue financial hardship, the Employer shall issue a correcting cheque within five (5) days if requested by the employee. If no request is made, the correction will be made on the following pay cycle.

Q-6 Retiree Benefits – Process for payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01 (h) will provide advance payment of the benefits through post-dated cheques. It is understood that any transaction would be dated the fifteenth (15<sup>th</sup>) of each and every month.

- Q-7 Electronic Grievance and/or Professional Responsibility Workload Report Form Articles 7.09 and Article 8.01(a) ix)
- (a) The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement or Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement.
  - (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 and/or 8 of the Hospital Central Agreement.
  - (c) The union undertakes to get a copy of the electronic version signed by the grievor and/or complainant and will provide the hospital with an original copy at the time of the grievance/complaint is heard.
  - (d) The parties agree to not use or rely upon a preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration and/or Professional Responsibility Workload proceed to mediation or Independent Assessment Committee hearing.
- Q-8 The Employer will cover all costs associated with the purchase of Personal ID Cards, Electronic Cards being utilized by the Hospital.

**ARTICLE R – SUPERVISORY RESPONSIBILITIES**

- R-1 Where the Employer assigns employees responsibilities including those supervisory responsibilities under the *Occupational Health and Safety Act* [Section 25(25)(2)(a)], the Employer will ensure that the employee has received sufficient training to ensure competency under the *Act*.

DATED AT KIRKLAND LAKE, ONTARIO THIS “25<sup>th</sup>” DAY OF “September”, 2018.

FOR THE EMPLOYER

FOR THE UNION

“D. Schenk”  
\_\_\_\_\_

“E. Bruce”  
\_\_\_\_\_  
Labour Relations Officer

\_\_\_\_\_

“M. Szulga”  
\_\_\_\_\_  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

KIRKLAND & DISTRICT HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

RE: Regular Part-time Scheduling – EXTRA TOURS

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1. Shifts that need to be filled in advance will be done so under the following parameters:

i) Shifts available more than seven (7) days in advance:

the part-time nurse called by seniority if not reached has forty-eight (48) hours to return call

ii) Shifts available more than forty-eight (48) hours but less than seven (7) days:

Part-time nurse called by seniority if not reached has twenty-four (24) hours to return call.

NOTE: For i) and ii) above, regular part-time nurses offered hours and refusing, will have these counted towards their part-time commitment.

iii) Shifts available with less than forty-eight (48) hours:

A call placed is a tour offered.

2. Shift exchanges under article G-1 (c), G-2 (c) and L-1 (d) will be filled out in accordance with a protocol developed by the Hospital-Association Committee.

RE: Casual part-time Nurses:

1. A call placed is a tour offered.

DATED AT KIRKLAND LAKE, ONTARIO THIS “25<sup>th</sup>” DAY OF “September”, 2018.

FOR THE EMPLOYER

FOR THE UNION

“D. Schenk”

“E. Bruce”  
Labour Relations Officer

\_\_\_\_\_

“M. Szulga”  
Bargaining Unit President

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## LETTER OF UNDERSTANDING

Between:

KIRKLAND & DISTRICT HOSPITAL  
(referred to as the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION  
(referred to as the "Union")

RE: 2D/2N SCHEDULE – Article G - ICU and Emergency

It is understood that there shall be no additional cost factor to the Employer by implementing a 2D/2N rotation.

1. When the Hospital and the Union agree, the 2D 2N extended tour schedule shall be instituted when eighty percent (80%) of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to the Assistant Administrator of Nursing Services that they do not wish to work extended tours, the Hospital will endeavour to schedule these employees on a normal tour rotation.
2. When less than eighty percent (80%) of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
3. The eighty percent (80%) figure above may be varied by mutual agreement between the parties.
4. The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in (a).
5. At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
6. A trial of the 2D 2N schedule was run from August 22<sup>nd</sup>, 2011 to February 5<sup>th</sup>, 2012, after which a further vote of the employees on the ICU Unit was conducted. There was least eighty-five percent (85%) of the employees on the Unit indicating the parties will continue with the 2D 2N schedule on a permanent basis. The (see attached MASTER schedule).
7. The 2D 2N schedule may be discontinued in any unit when:
  - i) Sixty percent (60%) of the employees in a unit so indicate by secret ballot; or

- ii) The Hospital decided to do so because of:
    - A) adverse effects on patient care, or
    - B) inability to provide a workable staffing schedule, or
    - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
  - iii) When notice of discontinuance is given by either party in accordance with number (b) above, then:
    - A) The parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
    - B) Where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;
  - iv) The Local Union will be informed of the results of the secret ballot within seven (7) days.
8. The scheduling provisions contained in Article G are applicable save and except for the following:
- i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent day until a day off is scheduled.
  - ii) Employees shall receive at least three weekends in six off and will not be scheduled to work more than three weekends in a row. A weekend off shall consist of no less than 96 consecutive hours off following the end of the Friday tour.
9. An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4<sup>th</sup>) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
- i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of tours with other employees.
10. All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year. In order to accommodate this, the following must occur:
- i) The hospital shall distribute all statutory holidays in the schedule in order to ensure that the full-time employee's meets the yearly requirement of hours.

- ii) To make up the additional hours required for full-time employees, employees may request to use lieu time and/or vacation time instead of being scheduled. If the employee chooses to work the required hours, the following will apply:
  - A) Every quarter, employees will be required to submit their request for when their additional required tours (s) will be scheduled.
  - B) The manager will make every reasonable attempt to schedule as requested, considering staffing and patient care needs.
  - C) If no request is made, the manager will schedule the additional tours at his/her discretion provided this shift is not scheduled on a weekend off and is done in accordance with the scheduling regulations.
  - D) These additional torus will be scheduled during an employee's five (5) days off, and will be paid at the employee's straight time hourly rate of pay, regardless of any local or central provisions that would provide for premium pay.

DATED AT KIRKLAND LAKE, ONTARIO THIS  "25<sup>th</sup>"  DAY OF  "September" , 2018.

FOR THE EMPLOYER

FOR THE UNION

"D. Schenk"

"E. Bruce"  
Labour Relations Officer

"M. Szulga"  
Bargaining Unit President

**LETTER OF UNDERSTANDING**

Between:

KIRKLAND & DISTRICT HOSPITAL  
(referred to as the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION  
(referred to as the "Union")

RE: ESA Agreement for Excess Hours

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ONA agrees that the employer may exceed the hours of work limitations set out in Section 17(1) (b) of the Employment Standards Act, 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 6 week period.
- (b) The Union agrees to average such scheduled hours over the same 6 week period for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the Act.
- (c) The Union agrees that employees may be asked to work more than their regular scheduled hours in a work day despite the limits set out in Section 18(1), (2), (3) and (4) of the Act. Each employee has the right to refuse the request to work beyond the limits in Section 18(1),(2),(3) and (4) subject to the emergency provisions of Section 19 of the Act.
- (d) The Union agrees that employees 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 employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (e) The Union agrees that employees may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than 48 hours in a week, up to a limit of 60 hours in a week. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (f) With the exception of allowing the averaging of weekly hours for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the Act this agreement shall not be interpreted to disentitle an employee to any other premium payment under any other provision of the collective agreement.

DATED AT KIRKLAND LAKE, ONTARIO THIS “25<sup>th</sup>” DAY OF “September”, 2018.

FOR THE EMPLOYER

FOR THE UNION

“D. Schenk”  
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“E. Bruce”  
\_\_\_\_\_  
Labour Relations Officer

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“M. Szulga”  
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Bargaining Unit President

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## LETTER OF UNDERSTANDING

Between:

KIRKLAND & DISTRICT HOSPITAL  
(referred to as the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION  
(referred to as the "Union")

RE: 2D/2N Schedule – Article G – 4<sup>th</sup> Floor

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It is understood that there shall be no additional cost factor to the Employer by implementing a 2D/2N rotation.

1. When the Hospital and the Union agree, the 2D 2N extended tour schedule shall be instituted when sixty percent (60%) of those employees on the master schedule, on a particular nursing unit have so indicated by secret ballot. For employees who indicate to the Manager of In-Patients Services that they do not wish to work extended tours, the Hospital will endeavor to schedule these employees on a normal tour rotation.
2. When less than sixty percent (60%) of the staff on a particular nursing unit vote, as outlined in paragraph 1 in favour of the 2D 2N extended tour schedule by the secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
3. The sixty percent (60%) figure above may be varied by mutual agreement between the parties.
4. The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
5. At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
6. A trial of the 2D 2N schedule shall run for twenty-four (24) weeks, after which a further vote of the employees on the 4<sup>th</sup> Floor Unit will be conducted. Where at least fifty-five percent (55%) of the employees on the Unit indicate a willingness to continue with the 2D 2N schedule, the arrangement will become permanent.
7. The 2D 2N schedule may be discontinued on the 4<sup>th</sup> Floor, when:
  - i) Fifty-Five percent (55%) of the employees who are working the 2D 2N, in a unit, so indicate by secret ballot; or

- ii) The Hospital decided to do so because of:
    - A) adverse effects on patient care, or
    - B) inability to provide a workable staffing schedule, or
    - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
  - iii) When notice of discontinuance is given by either party in accordance with number (b) above, then:
    - A) The parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
    - B) Where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;
  - iv) The Local Union will be informed of the results of the secret ballot within seven (7) days.
8. The scheduling provisions contained in Article G are applicable save and except for the following:
- i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent tour until a day off is scheduled.
  - ii) Employees shall receive at least three (3) weekends in six (6) off and will not be scheduled to work more than three (3) weekends in a row. A weekend off shall consist of no less than 96 consecutive hours off following the end of the Friday tour.
9. An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4<sup>th</sup>) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
- i) Such weekends has been worked by the employee to satisfy specific days off required by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of tours with other employees.
10. All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year. In order to accommodate this, the following must occur:
- i) The hospital shall distribute all statutory holidays in the schedule in order to ensure that the full-time employees meet the yearly requirement of hours.



- ii) To make up the additional hours required for full-time employees, employees may request to use lieu time and/or vacation time instead of being scheduled. If the employee chooses to work the required hours, the following will apply:
  - A) Every quarter, employees will be required to submit their request for when their additional required tour(s) will be scheduled.
  - B) The manager will make every reasonable attempt to schedule as requested, considering staffing and patient care needs.
  - C) If no request is made, the manager will schedule the additional tour(s) at his/her discretion provided this shift is not scheduled on a weekend off and is done in accordance with the scheduling regulations.
  - D) These additional tours will be scheduled during an employee's five (5) days off, and will be paid at the employee's straight time hourly rate of pay, regardless of any local or central provisions that would provide for premium pay.

DATED AT KIRKLAND LAKE, ONTARIO THIS  "25<sup>th</sup>"  DAY OF  "September" , 2018.

FOR THE EMPLOYER

"D. Schenk"  
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FOR THE UNION

"E. Bruce"  
\_\_\_\_\_  
Labour Relations Officer  
  
"M. Szulga"  
\_\_\_\_\_  
Bargaining Unit President  
  
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**LETTER OF UNDERSTANDING**

Between:

KIRKLAND & DISTRICT HOSPITAL  
(referred to as the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION  
(referred to as 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 recognize 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 develop plans within the hospital to do so.

All hospital identification tags will clearly identify the employee as Registered Nurse in a font that is clearly visible e.g. RN badge buddy.

Where the parties agree, the implementation of an identified uniform consisting of a mutually agreed coloured uniform top and black uniform pants will be chosen by the membership through a vote of a HAC meeting.

The chosen colour to the uniform tops shall be exclusively designated for Registered Nurses.

DATED AT KIRKLAND LAKE, ONTARIO THIS "25<sup>th</sup>" DAY OF "September", 2018.

FOR THE EMPLOYER

FOR THE UNION

"D. Schenk"

"E. Bruce"  
Labour Relations Officer

\_\_\_\_\_

"M. Szulga"  
Bargaining Unit President

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