

**COLLECTIVE AGREEMENT**

Between:

**LENNOX & ADDINGTON COUNTY GENERAL HOSPITAL**  
(hereinafter referred to as "the Hospital")

And:

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

Full-Time and Part-Time

**EXPIRY: March 31, 2018**

**APPENDIX 3 - SALARY SCHEDULE**

**APPENDIX 4 - LOCAL PROVISIONS**

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**APPENDIX '3'****SALARY SCHEDULES**Lennox and Addington County General HospitalClassification - Registered Nurse

|          | 1-Apr-16 | 1-Apr-17 |
|----------|----------|----------|
| Start    | \$ 31.45 | \$ 32.21 |
| 1 Year   | \$ 31.91 | \$ 32.36 |
| 2 Years  | \$ 32.45 | \$ 32.90 |
| 3 Years  | \$ 34.04 | \$ 34.52 |
| 4 Years  | \$ 35.65 | \$ 36.15 |
| 5 Years  | \$ 37.66 | \$ 38.19 |
| 6 Years  | \$ 39.68 | \$ 40.24 |
| 7 Years  | \$ 41.72 | \$ 42.30 |
| 8 Years  | \$ 44.68 | \$ 45.31 |
| 25 Years | \$ 45.47 | \$ 46.11 |

Head Nurse

|          | 1-Apr-16 | 1-Apr-17 |
|----------|----------|----------|
| Start    | \$ 33.68 | \$ 34.48 |
| 1 Year   | \$ 34.15 | \$ 34.63 |
| 2 Years  | \$ 34.71 | \$ 35.19 |
| 3 Years  | \$ 36.41 | \$ 36.92 |
| 4 Years  | \$ 38.16 | \$ 38.70 |
| 5 Years  | \$ 40.31 | \$ 40.88 |
| 6 Years  | \$ 42.46 | \$ 43.06 |
| 7 Years  | \$ 44.64 | \$ 45.27 |
| 8 Years  | \$ 47.81 | \$ 48.48 |
| 25 Years | \$ 48.66 | \$ 49.34 |

Assistant Head Nurse

|          | 1-Apr-16 | 1-Apr-17 |
|----------|----------|----------|
| Start    | \$ 32.11 | \$ 32.88 |
| 1 Year   | \$ 32.57 | \$ 33.02 |
| 2 Years  | \$ 33.09 | \$ 33.56 |
| 3 Years  | \$ 34.71 | \$ 35.19 |
| 4 Years  | \$ 36.38 | \$ 36.89 |
| 5 Years  | \$ 38.40 | \$ 38.94 |
| 6 Years  | \$ 40.47 | \$ 41.04 |
| 7 Years  | \$ 42.54 | \$ 43.13 |
| 8 Years  | \$ 45.59 | \$ 46.22 |
| 25 Years | \$ 46.37 | \$ 47.02 |

Nursing Unit Coordinator

|          | 1-Apr-16 | 1-Apr-17 |
|----------|----------|----------|
| Start    | \$ 33.15 | \$ 33.94 |
| 1 Year   | \$ 33.61 | \$ 34.08 |
| 2 Years  | \$ 34.14 | \$ 34.62 |
| 3 Years  | \$ 35.74 | \$ 36.24 |
| 4 Years  | \$ 37.35 | \$ 37.88 |
| 5 Years  | \$ 39.36 | \$ 39.91 |
| 6 Years  | \$ 41.37 | \$ 41.95 |
| 7 Years  | \$ 43.41 | \$ 44.02 |
| 8 Years  | \$ 46.37 | \$ 47.02 |
| 25 Years | \$ 47.16 | \$ 47.82 |

Graduate Nurse

|          | 1-Apr-16 | 1-Apr-17 |
|----------|----------|----------|
| Start    | \$ 30.81 | \$ 31.57 |
| 1 Year   | \$ 31.28 | \$ 31.71 |
| 2 Years  | \$ 31.80 | \$ 32.24 |
| 3 Years  | \$ 33.36 | \$ 33.82 |
| 4 Years  | \$ 34.95 | \$ 35.44 |
| 5 Years  | \$ 36.90 | \$ 37.42 |
| 6 Years  | \$ 38.89 | \$ 39.43 |
| 7 Years  | \$ 40.87 | \$ 41.44 |
| 8 Years  | \$ 43.78 | \$ 44.39 |
| 25 Years | \$ 44.55 | \$ 45.17 |

Nurse Practitioner

|          | 1-Apr-16 | 1-Apr-17 |
|----------|----------|----------|
| Start    | \$ 49.82 | \$ 50.51 |
| 1 Year   | \$ 49.82 | \$ 50.51 |
| 2 Years  | \$ 49.82 | \$ 50.51 |
| 3 Years  | \$ 49.82 | \$ 50.51 |
| 4 Years  | \$ 50.78 | \$ 51.50 |
| 5 Years  | \$ 52.15 | \$ 52.88 |
| 6 Years  | \$ 53.51 | \$ 54.26 |
| 7 Years  | \$ 53.51 | \$ 54.26 |
| 8 Years  | \$ 53.64 | \$ 54.39 |
| 25 Years | \$ 54.53 | \$ 55.30 |

**APPENDIX '4'**

**LOCAL ISSUES**

**ARTICLE A – RECOGNITION**

- A-1 (a) The Hospital recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at Lennox & Addington County General Hospital Association, at Napanee, save and except Nursing Supervisors, persons above the rank of Nursing Supervisor, and persons regularly employed for not more than twenty-four (24) hours per week.
- (b) The Hospital recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at Lennox & Addington County General Hospital Association, at Napanee, save and except Nursing Supervisors, and persons above the rank of Nursing Supervisor, and persons regularly employed for more than twenty-four (24) hours per week.
- A-2 The phrase "immediate supervisor", when used in this Agreement shall mean the "First level of supervision out side of the Bargaining Unit" or in her absence the Supervisor.

**ARTICLE B - MANAGEMENT FUNCTIONS**

- B-1 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline employees, provided that a claim by an employee that she has been unjustly promoted, demoted, transferred, laid-off, or a claim by an employee that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;

- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

### **ARTICLE C - COMMITTEES AND REPRESENTATIVES**

C-1 (a) Negotiating Committee

The Negotiating Committee shall be composed of three (3) employees, both full time and part time representatives.

(b) Hospital Association Committee

The Hospital Association Committee shall be composed of three (3) representatives of the Union, comprised where possible of both full time and part time representatives. If committee members are unable to attend the Union will provide, with one (1) week notice, the name(s) of the alternate(s) attending.

(c) Grievance Committee

The Grievance Committee shall be composed of three (3) representatives of the Union, comprised where possible of both full time and part time representatives. If committee members are unable to attend the Union will provide, with one (1) week notice, the name(s) of the alternate(s) attending.

(d) Nurse Representatives

There shall be three (3) employee representatives from different areas of the Hospital, and in addition one (1) part time employee representative. The Bargaining Unit President shall annually inform the Employer in writing of the names of the Nurse Representatives.

C-2 Union Interview

The Union interview shall take place during the orientation period, the time and place to be arranged by the Hospital, and the Hospital shall provide the local representatives with two (2) weeks advanced notice of the time and place of the Union interview. The Union interview will be scheduled for fifteen (15) minutes.

### **ARTICLE D – SCHEDULING**

D-1 Subject to Article 13.01 (b), 13.02 and D-5, employees may take two (2) fifteen (15) minute breaks, one in each half of the tour, or, one (1) thirty (30) minute break per tour.



D-2 Regular Part Time Commitment

A regular part time employee is an employee who has made a commitment in writing to the Hospital and who shall be available as follows:

- (a) Be available to work up to three (3) tours per week, six (6) tours per pay period as determined by the hospital. When extra tours are available, they shall be first offered to regular part time nurses in order to bring them up to their commitment of three (3) tours per week.
- (b) Available to work one (1) weekend in two.
- (c) Available three (3) holidays per year, in addition to either Christmas or New Year's.
- (d) Casual employees are expected to be available for and accept occasional tours as requested by the hospital.
- (e) The Hospital agrees to equitably distribute a unit's available tours based upon seniority, amongst all of the unit's regular part time employees up to their commitment, prior to the posting of the schedule providing that the work is available, under Article D-2 (a).
- (f) Laid off employees shall be provided first opportunity to work extra tours after all regular part time employees are scheduled as per (a) above and in accordance with Article 10.09(b).
- (g) The following conditions in offering extra tours to regular part time nurses shall apply following the posting of work schedules:
  - i) Employees who wish to be considered for additional tours must indicate, in writing, their availability in the manner prescribed by the Hospital;
  - ii) A tour will be deemed to be offered whenever a call is placed; to the preferred contact number provided by the employee.
  - iii) Tours will be offered by seniority to:
    - a) a unit's regular part time nurses up to full time hours.
    - b) a unit's casual part time nurses up to full time hours.
    - c) any qualified regular part time nurse up to full time hours.
    - d) any qualified casual part time nurse up to full time hours.
  - iv) It is understood that the Hospital will not be required to offer tours which would result in overtime premium;

- v) When a regular part time employee accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made;
- vi) Provided they are qualified to, employees may submit their availability, in writing, to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.

D-3

- (a) Employees will not be scheduled to work more than seven (7) consecutive days, to be followed by at least two (2) consecutive days off. Part time employees may request a single day off.
- (b) Schedules will be posted at least two (2) weeks in advance and will cover a period of six (6) weeks. An employee may be permitted to exchange her scheduled tours of duty with another employee, provided the arrangement is submitted in writing and approved by the immediate supervisor and such approval shall not be unreasonably withheld, is co-signed by the employee willing to exchange tours, and such arrangements shall not result in the requirement of any premium payment by the Hospital.

Requests for specific days off shall be submitted two (2) weeks in advance of each posted schedule. Requests after the posting of the schedule will be subject to the approval of the Nurse Manager and will be filled in accordance with the short notice time off procedure.

- (c) The Hospital will not schedule split tours.
- (d) There will be at least sixteen (16) hours off between tours, and at least forty-eight (48) consecutive hours off following night duty (prior to being scheduled for a tour of evenings or days). It is understood that there will be at least fourteen (14) hours off between shifts in the Operating Room. It is understood that staggered shifts will occur no more than once in a week. A shorter period of time between changes of tours may be agreed upon by mutual consent. However, such agreement shall not disentitle an employee to premium payment under Article 14, save and except where:
  - i) such time has been worked by the employee to satisfy specific days off requested by such employee; or,
  - ii) such employee has requested in writing to work less than the required number of hours off duty between tours. The employee may rescind this request in writing with two (2) weeks notice prior to the next posted schedule; or,
  - iii) such time is worked as the result of an exchange of tours with another employee.
- (e) Full time employees employed on the evening, night or day tours on a permanent basis will not be rotated except by mutual consent. Notwithstanding the above each full time permanent employee may be required to do a tour of duty on days, for inservice requirements and

evaluation every six months not to exceed two weeks in each 6-month period.

- (f) An employee may not be required to change tours of duty more than once during a work week, unless otherwise mutually agreed.
- (g) The Hospital will attempt to schedule employees to rotate two (2) tours of their preference, subject to staffing requirements of the individual nursing unit. However, it is understood that this may not always be possible, in which case nurses shall be required to work all three (3) tours.

When master schedules are to be changed, every effort will be made to offer rotations on the new master to present full time bargaining unit members working in the area/unit on the basis of seniority.

- (h) The Hospital shall schedule full time employees alternate weekends off work unless otherwise mutually agreed between the employee and the hospital.
- (i) If the employee is required to work on a third (3<sup>rd</sup>) subsequent and consecutive weekend, she will receive premium payment as per Article 14.03 for all hours worked on that weekend and subsequent and consecutive weekends, until she receives a weekend off duty, 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 weekend work in writing. Discontinuance of such request will be provided in writing by the employee; or
  - iii) such weekend is worked as the result of an exchange of tours with another employee.
- (j) The Hospital will not change a full time employee's posted schedule with less than forty-eight (48) hours' notice, unless by mutual agreement.
- (k) A weekend off shall consist of fifty-six (56) consecutive hours off work during the period following the completion of the employee's Friday tour until the commencement of the employee's Monday tour.
- (l) An employee will be scheduled off work not less than five (5) consecutive days at either Christmas or New Year's season, except in areas which are not normally required to work on weekends and paid holidays. The normal scheduling conditions may be waived to accommodate this special arrangement between December 15th and January 15th. The waiving of the normal scheduling conditions shall not disentitle employees from receiving premium payment for violations of the scheduling regulations under these clauses in Article D, save and except Article D-4 (d) (ii) where an employee schedule has been adjusted to accommodate their holiday period off. The employee will be scheduled two weekends on followed by two weekends off.

The Hospital together with the employees on a unit, will endeavour, based upon staffing requirements, schedule employees to work eight (8) hour tours during the Christmas and New Year's holidays as defined below.

For the purpose of this schedule, Christmas shall be defined as December 24<sup>th</sup>, December 25<sup>th</sup> and 26<sup>th</sup>, and New Year's shall be defined as December 31<sup>st</sup> and January 1<sup>st</sup>. For clarity, if a nurse is to work Christmas, s/he will be scheduled to work December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>. If s/he is to be off Christmas, s/he will be scheduled off December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>. Similarly if s/he is to be working New Years, s/he will be scheduled to work December 31<sup>st</sup> and January 1<sup>st</sup>. If s/he is to be off s/he will be scheduled off December 31<sup>st</sup> and January 1<sup>st</sup>.

Time off for Christmas and New Year's shall be posted by November 1<sup>st</sup>. The Hospital will endeavour to continue with the past practice of ensuring that nurses who are scheduled off work during the Christmas or New Year's time frame in one year, will be scheduled to work the alternate period, the following year. Where it is possible for a nurse to have both Christmas and New Year's off in the same year, the Hospital will endeavour to schedule this opportunity on a equitable basis commencing with the most senior nurse using a combined full-time and part-time seniority list provided those who remain are qualified to perform the work. The intent of this article is to ensure that the opportunity to have both holidays off is not provided to the same nurse year after year. If the most senior nurse declines to have both holidays off, the employer will continue down the combined seniority list until the offers have been accepted. If a nurse is given both Christmas and New Year's off, she is not required to be scheduled for 5 consecutive days during this period, she must be scheduled off December 24<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup>, 31<sup>st</sup> and January 1<sup>st</sup>.

- (m) In the event that the Hospital introduces a permanent new tour, with different starting and stopping times, such tour shall only be introduced after eight (8) weeks written notice to and discussion with the Union.

For purposes of Article 14.10 the normal evening tour shall be defined as 1500 hours to 2300 hours and the normal night tour will be defined as 2300 hours to 0700 hours.

- (n) A full time employee, who normally rotates to different tours, shall not be required to work more than two (2) consecutive weeks on either the evening or night tour without being scheduled for a period of day tours, unless otherwise agreed.
- (o) Head Nurses shall receive at least every second weekend off provided that such existing Head Nurses who are presently receiving every weekend off shall continue to do so.
- (p) The present practice of granting every weekend off to employees working solely in the Operating Room shall continue.
- (q) The night tour is the last tour of the day.

- (r) The present practice of not requiring employees to work more than five (5) consecutive nights without days off shall continue. This provision shall not apply to permanent night employees.
- (s) Time off in lieu of overtime shall be scheduled at a mutually agreeable time between the employee and his/her immediate supervisor.
  - i) When a nurse elects to accumulate overtime hours, under article 14.09, as equivalent time off, she shall be allowed to bank sixty (60) hours at time and one half or the equivalent of ninety (90) straight time hours.
  - ii) Upon request of the nurse, banked time may be paid out. Such requests must be submitted to payroll in writing and the hospital will endeavour for payment to be paid out in the current pay period.
  - iii) It is agreed that all unused hours accumulated will be paid by the end of the fiscal year.
- (t) The Hospital will endeavour to equitably distribute tour work assigned to full time employees who are rotating tours.
- (u) Failure of the Hospital to comply with the above scheduling regulations, unless waived by mutual agreement, will result in the affected employees being paid premium rates as specified in Article 14.03 of the central document.

D-4

Extended Tours

Prior to the introduction of extended tours, the Hospital agrees to conduct joint Hospital and Union meeting(s) with the affected Employees. These meetings will take place prior to a secret ballot vote. The purpose of the meeting will be to explain both the process and the implications of extended tours. A copy of the proposed draft schedule will be provided to the Employees at the meeting.

- (a) Extended tours shall be introduced into any unit when,
  - i) eighty percent (80%) of the employees in the unit so indicate by secret ballot, and
  - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
  - i) fifty percent (50%) of the employees in the unit so indicate by secret ballot; 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 nor arbitrary,

states its intention to discontinue the compressed work week in the schedule.

(c) When written notice of discontinuation is given by either party in accordance with paragraph (2) above, then:

- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

(d) Scheduling regulations for extended tours shall be as follows:

- i) No more than three (3) consecutive extended tours or three (3) extended tours in combination with two (2) tours of 7.5 hours or less shall be scheduled without a day off. An employee shall receive premium payment for a tour exceeding the five (5) tours defined above or a fourth (4<sup>th</sup>) subsequent and consecutive extended tour until the employee receives a day off.
- ii) Employees working extended tours shall be scheduled off every other weekend; if an employee is required to work on a second subsequent and consecutive weekend she shall receive premium payment as set out in Article 14.03 of the central document for all hours worked on such subsequent and consecutive weekends worked until she receives a weekend off duty, save and except where:
  - A) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - B) such employee has requested weekend work in writing. Discontinuance of such request will be provided in writing by the employee; or
  - C) such weekend is worked as the result of an exchange of tours with another employee.
- iii) A weekend off shall be defined as sixty (60) consecutive hours scheduled off duty following the completion of the Thursday night tour or the Friday day tour.
- iv) Employees shall be allowed to exchange tours subject to Article D-3 (b).

- v) The maximum number of extended tours worked in any given seven (7) day period shall be five (5) and an employee shall not be required to work more than seven (7) days in a two week pay period.

If an employee is required to work hours in excess of the above, she/he shall receive premium payment for all such hours worked until she/he is given time off.

D-5 Tours of less than 7.5 hours

Where the Hospital schedules tours less than 7.5 hours, Article D in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours of less than 7.5 hours to a minimum
- (b) Employees working less than 7.5 hour tours shall be granted the appropriate paid rest period.
- (c) No part time employee will be scheduled solely on tours of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee or agreed upon voluntarily between the employee and the hospital.
- (d) For employees working tours of duty of less than 7.5 hours, no more than five (5) tours in a row shall be scheduled. If an employee is required to work on a sixth (6th) consecutive and subsequent tour, then she or he will receive premium payment for each tour so worked until a day is scheduled off.

D-6 (a) Proposed master rotations will be developed by the Employer jointly with the unit staff. Be it understood that the rotations must comply with the scheduling regulations as defined in the Collective Agreement.

- (b) Copies of specific unit schedules will be made available to the Bargaining Unit President on request.

D-7 (a) Standby for OR

- i) Employees who are assigned to standby duty shall be normally scheduled for standby duty at least two (2) weeks in advance, and this schedule will cover a period of six (6) weeks.
- ii) Employees who are required to be on standby shall have at least one (1) weekend in two (2) scheduled off. Employees shall only be required to be available for standby for a maximum of fourteen (14) tours in a two (2) week period unless mutually agreed otherwise.
- iii) The Hospital will endeavour to equitably distribute standby duty with the option of exchange following notification to the immediate supervisor.

- iv) A full time employee other than nurses in the operating room will not be scheduled for standby on a scheduled day off or scheduled on a weekend off.
- v) If a full time or part time employee is to be scheduled for standby on a weekend, it shall coincide with their weekend to be worked.
- vi) Communication devices will be made available for employees scheduled for standby. The employee is responsible for ensuring the return of the device prior to the next employee's scheduled standby assignment.
- vii) When an employee has been called in from standby and worked the hours after 2400 hours, such employee may request to utilize banked lieu time for the subsequent day tour. The employer would endeavour to replace the employee for that tour.

(b) Standby for areas other than O.R.

- i) The Hospital will notify the Union prior to initiating ongoing standby assignments on any unit.
- ii) The Hospital will endeavour to equitably distribute scheduled standby duty amongst the part time employees in any unit utilizing standby with the option to exchange scheduled standby following notification to the immediate supervisor.
- iii) If a full time or part time employee is to be scheduled for standby on a weekend, it shall coincide with their weekend to be worked.
- iv) Communication devices will be available for employees scheduled for standby. The employee is responsible for ensuring the return of the communication device prior to the next employee's scheduled standby assignment.
- v) When an employee has been called in from standby and worked the hours after 2400 hours, such employee may request to utilize banked lieu time for the subsequent day tour. The employer would endeavour to replace the employee for that tour.
- vi) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments upon written notification to their Manager.

**ARTICLE E – VACATIONS**

- E-1 The vacation year for the purpose of entitlement shall be May 1st to April 30th.
- E-2 (a) It is understood and agreed that vacations are not necessarily continuous. However, the Hospital will endeavour to accommodate the wishes of employees with respect to the choice of vacation dates, subject to the patient



care and staffing requirements of the Hospital. The Hospital shall not unreasonably deny vacations.

- (b) Vacation preference for vacations between June 15<sup>th</sup>, and September 15<sup>th</sup> and March break will be submitted by the employee to the Nurse Manager or her/his designate in writing by April 1<sup>st</sup> of each year, and the approved vacation shall be posted no later than May 15<sup>th</sup>.

Vacations requested outside of this time period will be dealt with on a first come first served basis. A written response by the Hospital for such vacation requests will occur within fourteen (14) days of the request.

During the above time periods, employee(s) will be limited to scheduling up to two (2) weeks of vacation at any one time unless an additional week can be added, based upon clinical area needs. Vacation requests of less than a continuous period of seven (7) consecutive days will be considered after full weeks have been granted.

- (c) Employees shall be given preference with respect to their vacation periods in accordance with seniority. An employee may exercise her seniority rights only once in the vacation year related to the vacation period referred to in (b) above.

- E-3
  - (a) Vacation quotas shall not include members outside the bargaining unit or members of the bargaining unit who are on leaves of absence. The Hospital shall not unreasonably deny vacations.
  - (b) Regular part-time employees shall not be included in the full-time vacation quota and full time employees shall not be included in the regular part time vacation quota.
  - (c) Regular part time employees shall be allowed vacation time off on the same ratio as full time employees.
- E-4 The Hospital shall endeavour to schedule the weekend preceding the vacation, and the weekend immediately following the vacation as days off as requested by the nurse.
- E-5 Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following such vacation.
- E-6 Vacation pay shall be paid to all part time employees in accordance with the present practice, and on each regular pay cheque, on a bi-weekly basis.
- E-7 A week of vacation shall be defined as a seven-day period. Vacations may be scheduled to commence on any day of the week, subject to the other conditions outlined in Article E.
- E-8 An employee shall be allowed to take single vacation days subject to the staffing and scheduling requirements of the unit or area; however, such requests will not be unreasonably denied.

**ARTICLE F - PAID HOLIDAYS**

- F-1 For the purposes of Article 15, the following shall be designated days:
- |                     |                        |
|---------------------|------------------------|
| New Year's Day      | August (Civic Holiday) |
| Family Day          | Labour Day             |
| Good Friday         | Thanksgiving Day       |
| Easter Monday       | 2nd Monday in November |
| Victoria Day        | Christmas Day          |
| Canada Day (July 1) | Boxing Day             |
- F-2 A tour that begins or ends during the 24-hour period of the above holidays 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.
- F-3 Upon written request lieu days will be granted within sixty (60) days of the holiday, at a mutually agreeable time between the full time employee and her immediate supervisor. Failing mutual agreement within eight (8) weeks after the above qualifying period has passed, then the time frame may be extended with the mutual agreement of the parties or the full time employee shall receive pay out for the lieu time. The full time employee shall be allowed to accumulate up to five lieu days to be taken consecutively upon written request.
- F-4 Scheduling of a day off on the day of observance of a holiday will be distributed among the employees in each nursing unit concerned equitably as is reasonably practical.
- F-5 The Hospital shall endeavour to schedule employees who are required to work on the weekend of a paid holiday to be scheduled to work on the attached paid holiday (if a Monday and/or a Friday). If an employee is scheduled off the weekend of a paid holiday, then the hospital shall endeavour to schedule the employee off on the attached paid holiday (if a Monday and/or a Friday).
- If a full time employee is scheduled off on a paid holiday (if a Monday or a Friday), then the Hospital shall endeavour to schedule the attached weekend off also.
- F-6 OR staff shall be scheduled off on all paid holidays. On call duty shall be distributed equitably among the OR staff so assigned on a paid holiday.

**ARTICLE G – GENERAL****G-1 Bulletin Boards**

The Hospital will provide bulletin board spaces for the purpose of posting notices regarding meetings and other Union matters. All such notices other than notices of meetings must be signed by a member of the Union executive and submitted to the Hospital Administrator for approval prior to being posted. Approval will not be unreasonably withheld.

G-2 A copy of the seniority list will be filed with the Union semi-annually on January 15<sup>th</sup> and July 15<sup>th</sup> of each year.

G-3 In accordance with the existing practice, the Hospital shall continue to provide employees working in the Emergency Room, Operating Room, and Recovery Room with O.R. required apparel. The Hospital will also continue to provide and launder this apparel at no cost to the employee.

G-4 Dues Deduction List

The Employer shall forward to the Union a list showing the names of new employees from whom Union dues are being deducted together with a list of terminations and all other changes of status which affect dues deductions or the rate of dues deducted.

G-5 Violence in the Workplace

The Hospital acknowledges Bill 168 and its guiding principles in assisting us in achieving our shared objectives.

Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.

The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.

The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.

The Hospital, with the employee's consent, will inform the Union within three (3) days of any employee who has been assaulted while performing her or his work. Such information shall be submitted in writing to the Union as soon as possible.

The Hospital will provide reimbursement for damages incurred to the employees personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her or his work. Any such damages must be reported at the time of the incident and documented on the appropriate form.

G-6            Malpractice and Professional Liability Insurance

The Hospital will provide appropriate malpractice and professional liability insurance for all employees of the Bargaining Unit.

G-7            Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting who has been interviewed, will be notified, in writing prior to posting the name of the successful candidate.

G-8            When joint employer/union meetings are scheduled by the Hospital requiring the attendance of the Bargaining Unit President outside the Bargaining Unit President's regularly scheduled hours, the hours attending such meetings will be banked or paid at the regular straight time hourly rate. If hours are banked, such hours will be taken at a later mutually agreeable date.

G-9            Bargaining Unit Filing Cabinet

The Employer will provide to the Union, for their exclusive use, a locked four-drawer filing cabinet which will be located on the Inpatient Unit.

**ARTICLE H - LEAVE OF ABSENCE - UNION BUSINESS**

H-1            Leave of absence for Union business will be granted in accordance with Article 11 of the central collective agreement provided at least two (2) weeks' notice in writing, is given to the Hospital, except in extenuating circumstances. It is agreed that not more than a total of three (3) employees, full-time and part-time combined, shall be absent on such leave at the same time and only one (1) employee from any one unit, except in extenuating circumstances, in which case, two (2) employees from any one unit will be given time off.

H-2            Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to the notice period in H-1 above, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require to fulfill the duties of the position.

**ARTICLE I - PREPAID LEAVE**

I-1            The number of employees that may be absent at any one time shall be as follows:

2 – Inpatient Unit

and one (1) from each of the following areas:

Emergency, O.R./R.R., Special Care Unit.

**ARTICLE J - JOB SHARING**

- J-1 Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
- J-2 The employees involved in job sharing are entitled to all the terms of the part time collective agreement except those which are modified as follows:
- (a) Schedules will conform with Articles D and J of the Collective Agreement which set out scheduling.
  - (b) Total hours worked by the job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour. However, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the Management in the area concerned. Such permission will not be unreasonably withheld.
  - (c) Employees will be granted at least five (5) consecutive days off over either Christmas or New Years. When one or both job sharers work over Christmas, neither can be required to work over New Years and vice versa unless mutually agreed otherwise. Should employees be assigned to work either Christmas or New Years, they will be expected to work on at least five (5) consecutive days, if required, for normal tours and at least three (3) consecutive days for extended tours, if required. Where both job sharers request to work Christmas or New Years or request to have either off and a conflict exists, then seniority shall be the deciding factor.
  - (d) Paid Holidays  
Job sharers will not be required to work, in total, more paid holidays than would one (1) full time employee, unless mutually agreed otherwise.
  - (e) Each job sharer may exchange tours with her or his partner, as well as other employees as provided by the Collective Agreement. A job sharer may exchange with nurses other than her or his partner only on scheduled tours off for the full time line.
  - (f) Coverage
    - i) 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 scheduling clerk must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences exceeding thirty (30) days. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on the scheduled days off for that full time line and where such would not result in premium payment.

ii) 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 tours for the duration of the absence. If the employee is unable to cover the entire leave of absence she or he must inform the scheduling clerk of her or his intentions to cover all of the absent partner's tours at least two (2) weeks prior to the posting of each schedule. If the employee cannot cover for her or his partner, the vacancy will be offered to the most senior regular part time employee.

(g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full time position, the full time position will be posted first and in the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(h) i) An incumbent full time employee wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full time employee originating the request. Once the trial period is over, the employee cannot revert to her former position except under (i) below.

iii) Where two (2) full time nurses on one Unit wish to job share one (1) position, neither half will be posted providing this would create one (1) full time position to be posted and filled according to the collective agreement.

(i) If one of the job sharers leaves the arrangement her or his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full time, the shared position will become her or his position. If the remaining employee was previously part time and there is no part time position available on the same Unit, she or he shall exercise her or his 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.

(j) 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 either party discontinue job sharing, the employees currently working those arrangements will have the option of reverting to their former status or remain part time.

## **ARTICLE K - WORKER'S COMPENSATION AND MODIFIED WORK**

K-1 The Hospital will notify the Local President of the names of all employees who go off work due to a work related injury or LTD by the 15th of each month.

A monthly list of all employees on modified work programmes will accompany the above notification.

### K-2 Early and Safe Return to Work

The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

(a) A Return to Work Committee (RWC) will be established, at least half of the member(s) will be representatives of the Union. The committee will meet every two months. The Union member(s) will suffer no loss of regular earnings for attendance at such meetings. If the Union member(s) is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium.

The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:

- i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
- ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
- iii) Employees who required temporary or permanent accommodation in the workplace.

(b) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.

(c) The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union will advise the RWC as soon as possible when

return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.

- (d) The Hospital will advise the Union of offers permanent accommodation within or outside the bargaining unit.
- (e) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
- (f) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
- (g) Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (h) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (i) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
- (j) The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
  - i) the employee is permanently accommodated in another position or arrangement;
  - ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future;
  - iii) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy:
    - A) In so electing, the position will be filled in accordance with the job posting provisions of the collective agreement.



- B) If and when it is confirmed that the disabled employee cannot return to her original position, the position may be offered to the incumbent on a permanent basis.
- C) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
- D) Filling of a disabled employee's home position does not remove the Hospital's duty to accommodate that employee.

K-3 The Hospital agrees to provide the Union and the employee with a copy of the Workers' Compensation Board Form 7 at the time it is sent to the Board.

K-4 Musculoskeletal Injury Prevention and Control

The hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.

At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.

The review and revision shall be done more frequently than annually if,

- (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
- (b) there is a change in circumstances that may affect the health and safety of an employee.

The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

K-5 Needle Stick and Sharps Injuries

The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

ARTICLE L – REASSIGNMENT

The Hospital and the Union recognize that it is a management right to reassign an employee who is scheduled to work in accordance with the provisions of the Central Collective Agreement.

The Hospital and the Union agree to implement the following principles if such reassignment occurs:

- (a) The Hospital will reassign, where possible, employees who volunteer in order of seniority.
- (b) If no one volunteers, the Hospital will normally reassign staff nurses in the following sequence, on the basis of reverse seniority: casual, regular part-time; regular full-time provided the employees possess the required skill and experience as determined by the Hospital.
- (c) The reassigned employee will identify to the unit supervisor his/her skills abilities and limitations in relation to duties required on the receiving unit.
- (d) The reassigned employee will have an identified resource nurse on the receiving unit and an appropriate patient assignment keeping patient care requirements as a first priority.
- (e) The resource nurse will familiarize the reassigned employee to the general functioning of the unit.
- (f) The Hospital will not normally reassign probationary employees.

**Signing Page**

Dated at Napanee, Ontario this 30 day of January 2017.

FOR THE EMPLOYER

"Christina Detlor"

"Tracy Kent-Hillis"

"Cheryl Baker"

"Trina Kelly"

FOR THE UNION

"Mark Miller"  
Labour Relations Officer

"Sherrie Murphy"

"Kelli Bowbeer"

"Janice Tulloch"

**LETTER OF UNDERSTANDING**

Between:

**LENNOX AND ADDINGTON COUNTY GENERAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Parking**

The Hospital confirms that staff will continue to be provided with free parking until a fee structure is established and introduced by the Hospital. Such parking fees will be deducted by the Hospital through payroll deduction. However, it will not be implemented by the Hospital until the project completion date. The Union having been given this assurance agrees to substitute this letter for the letter of understanding contained in the prior collective agreement.

The Hospital acknowledges that as with any provision in the collective agreement, the Union has the right to grieve. Further, the Hospital will meet with the Union to provide full disclosure regarding parking fees and policies, a minimum of sixty (60) days prior to any implementation of such fees.

Dated at     Napanee     this   30   day of   January   2017.

FOR THE EMPLOYER

                  "Christina Detlor"                  

                  "Tracy Kent-Hillis"                  

                  "Cheryl Baker"                  

                  "Trina Kelly"                  

FOR THE UNION

                  "Mark Miller"                    
Labour Relations Officer

                  "Sherrie Murphy"                  

                  "Kelli Bowbeer"                  

                  "Janice Tulloch"

**LETTER OF UNDERSTANDING**

Between:

**LENNOX AND ADDINGTON COUNTY GENERAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Bargaining Unit President**

The Hospital and the Union agree to coordinate union committee work to be consolidated on a single day where possible.

Dated at     Napanee     this   30   day of   January   2017.

FOR THE EMPLOYER

          "Christina Detlor"          

          "Tracy Kent-Hillis"      

          "Cheryl Baker"          

          "Trina Kelly"           

FOR THE UNION

          "Mark Miller"             
Labour Relations Officer

          "Sherrie Murphy"       

          "Kelli Bowbeer"        

          "Janice Tulloch"

**LETTER OF UNDERSTANDING**

Between:

**LENNOX AND ADDINGTON COUNTY GENERAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Distribution of Overtime**

The hospital and the Union agree that this Letter of Understanding is for the life of this collective agreement.

When it is necessary to offer full or partial tours with over-time premium attached, such tours will be first offered by seniority to full time, then regular part-time and then casual part-time, giving due consideration to provided availability and patient care needs.

The system will be communicated to all staff on each unit and a copy will be provided to scheduling clerks.

The parties agree to discuss any arising issue(s) or concern(s) about this process at Hospital Association Committee meetings.

Dated at     Napanee     this   30   day of   January   2017.

FOR THE EMPLOYER

FOR THE UNION

                  "Christina Detlor"                  

                  "Mark Miller"                    
Labour Relations Officer

                  "Tracy Kent-Hillis"                  

                  "Sherrie Murphy"                  

                  "Cheryl Baker"                  

                  "Kelli Bowbeer"                  

                  "Trina Kelly"                  

                  "Janice Tulloch"

**LETTER OF UNDERSTANDING**

Between:

**LENNOX AND ADDINGTON COUNTY GENERAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: 10 Hour Shifts**

The parties agree to the following language pertaining to the addition of 10 hour shifts:

1. Where parties agree to implement "ten (10) hour shifts" the following applies;
  - A regular ten (10) hour tour shall be nine point three seventy-five (9.375) consecutive hours.
  - One (1) thirty seven and one half (37.5) minutes unpaid lunch period.
  - Nurses shall be entitled, subject to the needs of patient care, to two (2) fifteen (15) minute paid break periods during the tour.
  
2. Nurses shall not be scheduled to work more than four (4) consecutive ten (10) hour tours or three (3) in combination with two tours of seven and a half (7.5) hours without a day off. They would receive premium payment of a fifth (5th) subsequent and consecutive ten (10) hour tour or if in excess of the five (5) consecutive tours outlined above except where:
  - The shift is worked by the nurse to satisfy specific requested days off
  - The shift is worked as a result of an exchange of tours with another nurseWeekend work: The nurse may be scheduled to work one weekend in two (2). A weekend off is fifty-six (56) consecutive hours off following the completion of the Friday tour.
  
3. Paid Holidays:
  - Nurses will be paid time and one half (1.5) for all hours worked on a statutory holiday.
  - In addition, full-time nurses will bank seven and a half (7.5) hours stat time for paid holidays.
  
4. Vacation Entitlement: for nurses working ten (10) hour tours shall be converted to hours for use. A day off equals nine point three seventy-five (9.375) hours used.

| Current Week Entitlement | Working Days Off | Equivalent Paid Hours |
|--------------------------|------------------|-----------------------|
| 3                        | 12               | 112.5                 |
| 4                        | 16               | 150                   |
| 5                        | 20               | 187.5                 |
| 6                        | 24               | 225                   |

5. Any further criteria that may be required to implement a unit or individual specific ten (10) hour tour agreement shall be "cost neutral" to the regular tour provisions within the Collective Agreement.

Dated at \_\_\_Napanee\_\_\_\_\_ this \_30\_\_\_ day of \_\_\_January\_\_\_ 2017.

FOR THE EMPLOYER

\_\_\_\_\_"Christina Detlor"\_\_\_\_\_

\_\_\_\_\_"Tracy Kent-Hillis"\_\_\_\_\_

\_\_\_\_\_"Cheryl Baker"\_\_\_\_\_

\_\_\_\_\_"Trina Kelly"\_\_\_\_\_

FOR THE UNION

\_\_\_\_\_"Mark Miller"\_\_\_\_\_  
Labour Relations Officer

\_\_\_\_\_"Sherrie Murphy"\_\_\_\_\_

\_\_\_\_\_"Kelli Bowbeer"\_\_\_\_\_

\_\_\_\_\_"Janice Tulloch"\_\_\_\_\_