

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

KEMPTVILLE DISTRICT HOSPITAL
(Hereinafter referred to as "the Hospital")

And:

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

Expiry Date: March 31, 2014

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APPENDIX 3 – SALARY SCHEDULEFULL-TIME, REGULAR PART-TIME, CASUAL PART-TIMEHourly Rates

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

Registered Nurse

STEP	ACTUAL	APRIL 1, 2011 (0%)	APRIL 1, 2009 (0%)	April 1, 2013 (2.75%)
Start	\$29.36	\$29.36	\$29.36	\$30.17
1 Year (1,500hrs)	\$29.79	\$29.79	\$29.79	\$30.61
2 Years (3,000hrs)	\$30.29	\$30.29	\$30.29	\$31.12
3 Years (4,500hrs)	\$31.78	\$31.78	\$31.78	\$32.65
4 Years (6,000hrs)	\$33.28	\$33.28	\$33.28	\$34.20
5 Years (7,500hrs)	\$35.15	\$35.15	\$35.15	\$36.12
6 Years (9,000hrs)	\$37.04	\$37.04	\$37.04	\$38.06
7 Years (10,500hrs)	\$38.94	\$38.94	\$38.94	\$40.01
8 Years (12,000hrs)	\$41.70	\$41.70	\$41.70	\$42.85
25 Years (37,500hrs)	\$42.44	\$42.44	\$42.44	\$43.61

Assistant Head Nurse

STEP	ACTUAL	APRIL 1, 2011 (0%)	APRIL 1, 2012 (0%)	April 1, 2013 (2.75%)
Start	\$31.10	\$31.10	\$31.10	\$31.96
1 Year (1,500hrs)	\$31.57	\$31.57	\$31.57	\$32.44
2 Years (3,000hrs)	\$32.05	\$32.05	\$32.05	\$32.93
3 Years (4,500hrs)	\$33.64	\$33.64	\$33.64	\$34.56
4 Years (6,000hrs)	\$35.24	\$35.24	\$35.24	\$36.21
5 Years (7,500hrs)	\$37.06	\$37.06	\$37.06	\$38.08
6 Years (9,000hrs)	\$38.99	\$38.99	\$38.99	\$40.06
7 Years (10,500hrs)	\$40.98	\$40.98	\$40.98	\$42.11
8 Years (12,000hrs)	\$43.91	\$43.91	\$43.91	\$45.12
25 Years (37,500hrs)	\$44.68	\$44.68	\$44.68	\$45.91

Team Leader

STEP	ACTUAL	APRIL 1, 2011 (0%)	APRIL 1, 2012 (0%)	April 1, 2013 (2.75%)
Start	\$30.53	\$30.53	\$30.53	\$31.37
1 Year (1,500hrs)	\$30.98	\$30.98	\$30.98	\$31.83
2 Years (3,000hrs)	\$31.50	\$31.50	\$31.50	\$32.37
3 Years (4,500hrs)	\$33.05	\$33.05	\$33.05	\$33.96
4 Years (6,000hrs)	\$34.61	\$34.61	\$34.61	\$35.56
5 Years (7,500hrs)	\$36.56	\$36.56	\$36.56	\$37.57
6 Years (9,000hrs)	\$38.52	\$38.52	\$38.52	\$39.58
7 Years (10,500hrs)	\$40.50	\$40.50	\$40.50	\$41.61
8 Years (12,000hrs)	\$43.37	\$43.37	\$43.37	\$44.56
25 Years (37,500hrs)	\$44.14	\$44.14	\$44.14	\$45.35

APPENDIX 4 - SUPERIOR CONDITIONS

Previously existing conditions retained as provided for in the O'Shea interest arbitration award dated October 23, 1981 include the following:

(Current) ARTICLE 5 - ASSOCIATION SECURITY

5.05 The list shall include all additional information which is currently being provided.

FULL-TIME

(Previous) ARTICLE 22 - SICK LEAVE

(Current) ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY

12.03(b) Provisions and Qualifications

1. Maximum accumulation 150 days as of effective date of transfer to HOODIP.
2. 50% of accumulated sick leave credits upon retirement or payment to her estate in the case of her death.
3. Five (5) years of continuous service with the Hospital at time of retirement or death.

(Previous) ARTICLE 19 - EARNED LEAVE - Clause 19.01 (i) and (ii) as they apply to -

(Current) ARTICLE 16 - VACATIONS

16.01 (Note) Nurses who were employed as of October 23rd, 1981 are entitled to vacation on the following basis:

Less than seventeen (17) years of service, 1.67 days for each completed month of service.

PART-TIME

(Previous) ARTICLE 19 - EARNED LEAVE - Clause 19.01 as it applies to -

(Current) ARTICLE 16 - VACATIONS

In accordance with Article 16 - Note:

A casual part-time nurse who was employed as of October 23, 1981 will be paid to an amount equal to a percentage of her gross earnings on the following basis:

- | | |
|------------------------------------|------|
| 200 tours or less | - 4% |
| over 200 tours and up to 600 tours | - 6% |
| over 600 tours | - 8% |

(Current) ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY

A nurse who transfers from full-time to part-time and who exercises her prerogative under Clause 12.02 will be entitled to the provisions as set out in Appendix 2 - Full-Time - 12.03 (b), 1, 2 and 3.

APPENDIX 5 - LOCAL PROVISIONS

ARTICLE A – RECOGNITION

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

ARTICLE B - MANAGEMENT FUNCTIONS

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

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 Nurse Representatives

The Hospital will recognize four (4) nurse representatives from the following areas: Medical/Surgical (including long term care) (2), ER (1), OR/Recovery Room (1).

C.2 Grievance Committee

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

C.3 Negotiating Committee

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

C.4 Hospital-Association Committee

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

C.5 Professional Development Committee

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

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

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

ARTICLE D - LEAVE OF ABSENCE

D.1 Leave of Absence - Association Business

Leave of absence for Association business as provided for in Article 11.02 shall be given for up to an aggregate maximum of seventy (70) working days per calendar year, provided that two (2) weeks' notice is given to the Hospital. It is agreed that not more than one (1) nurse shall be absent from Medical Surgical

(including Long Term Care) and not more than one (1) nurse shall be absent from ER and not more than one (1) nurse shall be absent from OR on such leave at one time, ensuring the Bargaining Unit is not included in these ratios, and provided the total number of nurses absent at any one time is no more than three (3). Additional requests for leave will not be unreasonably denied. When a bargaining unit member is elected Local Coordinator the parties agree any requests for leave to attend to essential duties of the role are not part of the aggregate seventy (70) working days.

ARTICLE E - HOURS OF WORK

E.1 Rest Periods

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

E.2 The equivalent time off for accumulated overtime hours for full-time nurses as provided for in Article 14.09 shall be scheduled by mutual agreement but in any event must be taken within two (2) months.

E.3 A. A full-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and additional, if any, consecutive and subsequent weekend, save and except where:

- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as a result of an exchange of tours with another nurse.

B. A part-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and additional, if any, consecutive and subsequent weekend, save and except where:

- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as a result of an exchange of tours with another nurse.

E.4 Scheduling Objectives

The following shall be the scheduling objectives:

- (a) i) Schedules for full-time nurses may provide for more than five (5) consecutive tours of work, but not more than seven (7) consecutive tours of work without tours off as long as four (4) tours off are

scheduled each fourteen (14) tours. In any two (2) week period at least two (2) consecutive tours off must be scheduled.

- ii) Schedules for part-time nurses may be agreed upon to provide for more than five (5) consecutive tours of work, but not more than seven (7) consecutive tours of work.
- (b)
 - i) Schedules for full-time nurses will be posted at least eight (8) weeks in advance covering an eight (8) week period.
 - ii) Schedules for part-time nurses will be posted at least six (6) weeks in advance covering a six (6) week period.
 - (c) Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event, it is understood that such exchange if approved by the Hospital, shall not result in payment of overtime to the nurse affected.
 - (d) Nurses shall have at least one (1) weekend off in two (2).
 - (e) A nurse shall receive a period of two (2) consecutive tours off between a change of tours and at least forty-eight (48) hours off between the completion of the night tour and commencement of the day tour. If the nurse does not receive such time off, the latter tour shall be paid at the premium rate.
 - (f) In order to enable all nurses to receive five (5) consecutive days off at either Christmas or New Year's, during the four weeks which include December 15 to January 5, the master rotation may be suspended and the weekend provisions of Article E.4 may be changed such that two weekends are scheduled off in the four week period. If requested, time off at Christmas shall include December 24, 25 and 26, and time off at New Year's shall include December 31 and January 1.

By September 15 the Hospital will post the previous years' worked statutory holidays and the preference sheet in each unit. Nurses shall submit their preference for Christmas or New Years off by October 6 each year. In addition, where a unit of nurses wishes to self schedule over the Christmas and New Year's period, such schedule will conform with the collective agreement and will be submitted to the Hospital for approval by October 6. The Hospital shall confirm the schedule or provide the amended schedule by October 31.

Unless otherwise agreed, the Hospital will endeavour to grant nurses the Christmas or New Year's period off, on an alternating basis from year to year in their work unit. Where conflict occurs, the preference will be granted on a seniority basis.

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

Nurses who are not entitled to time off as mentioned above may be granted such time off if other nurses have volunteered to work such time. It is agreed that such requests shall be granted on a seniority basis. Nurses may also be granted the opportunity to exchange shifts.

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

- (g) It is understood that a weekend consists of fifty-six (56) consecutive hours off work following the completion of the Friday day tour to commencement of the Monday day tour.
- (h) No split tours.
- (i) Nurses working extended tours shall not be required to work more than three (3) consecutive tours in a row. Where nurses work hybrid schedules, they will not be required to work more than 2 regular tours and 2 extended tours without a day off. In the event these maximums are exceeded, the nurse will be paid at the premium rate until she receives a day off.

E.5

(a) Regular Part-time Employees

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

1. Available to work every second weekend.
2. Available to work as scheduled:
 - (a) December 24th, 25th, and 26th, or
 - (b) December 31st and January 1st.
3. Available to work at least two (2) tours per week.

A regular part-time nurse will be transferred to casual part-time if she has not fulfilled the commitment and is unable to provide good and substantial reason for not doing so.

(b) Casual Part-time Employees

Must declare on a bi-weekly basis, their non-availability for work on specified days for the upcoming two (2) week period.

A casual part-time employee who declares herself unavailable for any tour and later becomes available for work shall notify the Hospital as soon as this change of circumstances becomes known to her.

Where a casual part-time employee has not worked for the Hospital for a period of nine (9) months, the Hospital shall forward a letter to the employee's last known address. The letter will advise the employee that they must provide reasonable availability for shifts and current registration / certification (if applicable), within three (3) weeks of the issuance of the

letter. Non-compliance will be deemed a voluntary resignation from the employ of the Hospital and employment will be terminated accordingly.

E.6 Distribution of Part-time Work

- (a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the hospital will offer additional tours to regular part-time nurses on the unit, including job sharers on days that neither job sharer is scheduled to work, in order of seniority. Thereafter, tours will be offered to casual nurses on that unit and regular part-time nurses from other units who have requested additional shifts in that unit on the basis of seniority provided that the nurse has the requisite ability to ensure a reasonable skill mix on the unit. Thereafter, tours will be offered to job sharers on days that her/his partner is working on the basis of seniority. Finally, tours will be offered on the basis of seniority to nurses from outside the unit and who have not requested shifts on that unit in the following order: regular part-time (including job sharers on the days when both job sharers are off) then casual nurses, then job sharers on the day their partner is working. Tours will be offered, subject to the following:
 - i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
 - ii) A tour will be deemed to be offered whenever a call is placed;
 - iii) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay; however, when such tours are offered, they shall be offered in accordance with this article.

E.7 Where a Regular Part-time Nurse is scheduled to work or works on the weekend adjacent to a paid holiday, and work is available on the paid holiday, the Regular Part-time nurse already scheduled for or working the weekend will be offered the first opportunity to work the paid holiday. Provided the requirement of a reasonable staffing skill mix is met, the offer will be made on the basis of seniority if there is more than one RPT nurse scheduled on or working the holiday weekend.

E.8 Introduction and Discontinuation of Extended Tours

- (a) Extended tours shall be introduced for all nurses when:
 - i) eighty percent (80%) of the full-time nurses and eighty percent (80%) of the part-time nurses in the affected unit so indicate by secret ballot; and

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

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

- E.9 (a) Proposed master rotations will be developed by each Manager in consultation with the staff of the unit. The consultation shall include scheduling objectives and will include input for changes that will impact the majority of nurses.
- (b) Copies of all schedules and changes shall be sent to the Bargaining Unit President.

E.10 The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.

E.11 Where a part-time nurse is scheduled to work less than a normal tour (7.5 hours), Article E in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep a proportion of part tours (comprised of less than 7.5 hours) to a reasonable level.

- (b) No part-time nurse will be scheduled solely on part tours (which are comprised of less than 7.5 hours) in any pay period, except where such arrangements are agreed to by the nurse.
- (c) Nurses working part tours (less than 7.5 hours), shall not be scheduled to work more than seven (7) consecutive part tours.

ARTICLE F - PAID HOLIDAYS

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

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

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

ARTICLE G – VACATIONS

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

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

Less than 4500 hours - 3 weeks

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

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

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

42,000 hours or more – 7 weeks

G.3 (a) Vacations may be taken at any time of the year. The Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of

vacation dates, subject to the needs of the Hospital and on the basis of the convenience of the nursing department.

- (b) A nurse must submit her written request to the Chief Nursing Officer or her designate for the period she desires for vacation. Such written request must be submitted by March 1st for vacation time off during the months of July and August. The vacation schedules for these two months will be posted by March 31st. If there is a conflict between nurses seeking the same vacation period seniority shall govern. For vacation time off during months other than July and August a nurse must submit her written request of her desired vacation time off, two weeks before the schedule is posted and such requests will be granted on the basis of seniority. A written reply must be given within fourteen (14) days of her request. Requests for vacation that do not meet the aforementioned deadlines will be granted on a first come first served basis. Replies will be provided within a reasonable period of time and permission will not be unreasonably denied.
- (c) Vacation credits may not be carried over from one vacation year to the next except with the permission of the Chief Nursing Officer. Such permission shall not be unreasonably denied.
- (d) Single vacation days may be granted by the Hospital when requested by a nurse and the request is made in accordance with the provisions of Article G.3 (b).

ARTICLE H - GENERAL

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

ARTICLE I - SENIORITY LISTS

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

ARTICLE J – INTERVIEW

- J.1 The interview period as provided for in Article 5.06 shall be scheduled by the Hospital so as to take place during the nurse's orientation period.
- J.2 The Hospital will notify any unsuccessful candidate for an ONA job posting by phone and if not contacted personally, by letter, immediately following the decision being made.

ARTICLE K - PREPAID LEAVE PLAN

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

ARTICLE L - JOB SHARING

L.1 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the manager of the Unit.
- (c) The above schedules shall conform with the scheduling provisions of the Collective Agreement.
- (d) Each job sharer may exchange tours with her partner, as well as other nurses as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

L.2 Coverage

- (a) It is expected that both job sharers will cover each other's incidental illnesses. 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 for their partner in the case of prolonged or extended absences.
- (b) Vacation, Pregnancy and Parental Leaves and Other Leaves pursuant to Article 11 of the Central Agreement

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

L.3 Implementation

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

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

L.4 Discontinuation

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

ARTICLE M –DISABILITY AND RETURN TO WORK

- M.1 The Hospital will provide to the Bargaining Unit President a monthly list of all employees on modified work programs at the beginning of each month.
- The employer will notify the Bargaining Unit President of the names of the employees who are in receipt of LTD.
- The employer will notify the Bargaining Unit President of the names of employees who are off on WSIB.
- M.2 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
- M.3 The Hospital agrees to provide the employee with a copy of the WSIB Form 7 at the same time as it is sent to the Board.

ARTICLE N – SAFE AND HEALTHY ENVIRONMENT

- N.1 (a) The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the situation.

- (b) The parties agree that if incidents involving aggressive client action occur, such action will be documented, using the Employee Incident Report, and forwarded to Occupational Health Service.
- (c) The Employer shall notify the Union as soon as possible, of any employee who has reported an assault while performing her or his work. Such information shall be provided to the Association in writing as soon as possible. The assaulted employee may choose to have her or his name remain confidential.
- (d) When an employee, in the exercise of his or her functions, suffers damage to her or his personal property, as documented on the employee incident form, the Employer shall reimburse for repair or replacement at no cost to the employee.

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

- N.2
 - (a) The Hospital, in consultation with the Joint Health and Safety Committee, agrees to develop and implement policies, procedures and programs pertaining to the provision of a safe and healthy workplace. The aforementioned include, but are not limited to, Violence Prevention in the Workplace Program, Exposure of Employee to Blood or Body Fluids protocol, Respiratory Protection Program and Minimal Lift Policy.
 - (b) The Hospital agrees to support the Joint Occupational Health and Safety Committee and its Terms of Reference, Structure and Function.
 - (c) Critical incident stress debriefing shall be made available to nurses.

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

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

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

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

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

ARTICLE O – PAY DAYS

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

O.2 Voluntary Part-Time Benefits

- (a) The Hospital agrees to provide regular part-time nurses with the option of participating in the group health and welfare benefit programs set out in Article 17 of the central agreement, with the exception of Group Life Insurance, Group AD&D and Long Term Disability, subject to the terms and conditions of the plan and any enrolment requirements. It is understood and agreed that participating regular part-time nurses will pay the full amount (100%) of the monthly premiums, plus applicable taxes.
- (b) Part-time nurses must regularly work a minimum of twenty-two and one half (22 1/2) hours per pay period to be eligible to enrol in the health and welfare benefits.
- (c) Current regular part-time nurses may enrol, without evidence of insurability, by no later than June 30, 2006. If a current regular part-time nurse elects to enrol subsequent to that date, she/he will be subject to the terms and conditions of the benefit plans for late enrollees.
- (d) Newly hired part time nurses, subsequent to the date referenced in (c), will be eligible to enrol subject to normal enrolment provisions.
- (e) Participating part-time nurses shall pay their monthly premiums by post-dated cheques. The nurse shall provide twelve (12) post-dated cheques dated for the first day of the month, and made out to the benefit carrier. Once the twelve (12) months have ended, the benefit carrier will invoice the nurse directly for continued coverage.
- (f) The Hospital shall notify the Union of the benefit costs to part-time nurses each time the benefit costs are renegotiated by the Hospital.
- (g) All terms and conditions with respect to benefit plans, carriers, and substitutions will be in accordance with Article 17 of the collective agreement.

Dated at Kemptville, Ontario this _____ of _____, 2011

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

LETTER OF UNDERSTANDING

Between

KEMPTVILLE DISTRICT HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Individual Special Circumstances Arrangements

Where the Hospital and the Association agree to an Individual Special Circumstance Arrangement , pursuant to Article 13.05 of the ONA Collective Agreement, such agreement will be set out in a letter of understanding and will be based on the following guidelines:

1. The parties agree that this letter is implemented in an effort to assist in the retention of full-time staff nearing retirement who might extend their employment with the Hospital if their FT working hours were reduced and for nurses who may need to be accommodated.
2. Subject to the Hospital's ability to schedule the necessary replacement shifts and subject to the approval of the Nurse Manager and the Association, full-time employees shall be entitled to apply to work a 0.8 full-time equivalence or a 0.9 full-time equivalence and the following applies:

	<u>0.8 FTE</u>	<u>0.9 FTE</u>
Bi-Weekly Hours (averaged over schedule)	8 days @7.5 hours/day or 60 hours	9 days @ 7.5 hours/day or 67.5 hours
Dental/Medical/ Semi-Private	Same cost sharing as full-time	Same cost sharing as full-time
HOOPP	Based on 75 hours bi-weekly	Based on 75 hours bi-weekly
Statutory Holidays	90 Hours (12 holidays @ 7.5 hours	90 Hours (12 holidays @ 7.5 hours)
Vacation	Based on budgeted 0.8 FTE	Based on Budgeted 0.9 FTE
Group Life	Based on budgeted 0.8 FTE	Based on budgeted 0.9 FTE
Sick Leave	Based on budgeted 0.8 FTE	Based on budgeted 0.9 FTE
Long Term Disability	Based on budgeted 0.8 FTE	Based on budgeted 0.9 FTE
Anniversary Increase	Remains on established date	Remains on established date

3. Interested employees must make application to their Nurse Manager in writing.
4. It is also agreed that individual special circumstance arrangements are not entitled to declare their availability for additional shifts.
5. The additional hours created will be offered in their entirety to the part-time staff of the unit

in descending order of seniority or posted as temporary positions. Should no employee accept the additional hours and/or should the temporary vacancy not be filled, the arrangement will not be allowed.

- 6. The scheduling of shifts for nurses working under this arrangement shall be in accordance with Article E of the ONA Local Collective Agreement. The Parties agree that when additional shifts are worked by registered nurses under this arrangement Articles 13.01 (a), (c) and Article 13.02 shall apply with respect to overtime premium.
- 7. Each agreed to arrangement shall be evaluated after the first six (6) months, after the first twelve (12) months and then every year thereafter.
- 8. When the employee resigns or transfers to part-time, the full-time position will be posted.
- 9. An individual special circumstance arrangement may be ended at any time by the Hospital, the Association or the employee with thirty (30) days written notice.

Dated at Kemptville, Ontario this _____ day of _____, 2011

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

LETTER OF UNDERSTANDING

Between

KEMPTVILLE DISTRICT HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Part Time Vacation

The parties agree that, upon request, part time employees may access accumulated funds from their vacation bank once per year except in extenuating circumstances.

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

Dated at Kemptville, Ontario this _____ day of _____, 2011

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

Letter of Understanding
Between
Kemptville and District Hospital (the "Hospital")
And
Ontario Nurses' Association, Local 137 (the "Union")

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

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

For affected RNs:

1. Full-time RNs will be scheduled on a two (2) day/ two (2) night rotation (twelve (12) hour tours) with five (5) days off effective October 28th, 2010.
2. Full-time RNs will be scheduled to work no more than four (4) tours in a row. If a RN works a fifth (5th) and successive tour, he/she will be eligible for premium pay as per the premium pay provisions of Article 14.01 (a) of the central agreement.
3. The Hospital will schedule full-time RNs so as to provide two (2) weekends off and two (2) weekends on. If a full-time RN works a third (3rd) consecutive weekend or a portion of a weekend, he/she will be paid as per the premium pay provisions of Article 14.15 of the central agreement.
4. Statutory holidays will be incorporated in the rotation in order to provide full-time RNs with five (5) consecutive days off. These Statutory holidays will be based on an eight (8) hour night shift.
5. All other scheduling provisions contained in Article 14 of the central agreement and Article E of the local agreement will be honoured.
6. This Letter of Understanding shall not apply to any full-time RNs in the Emergency Unit who normally work Monday to Friday and/or permanent evening or night shifts only and are not normally scheduled to work on paid holidays.
7. The implementation of the 2D/2N rotation and the 2 weekend off/2 weekend on schedule will be for a twelve (12) month trial period. At the conclusion of the trial, there will be a meeting to discuss the continuation of the schedule.

For the Hospital

For the Union

October 19th, 2010

Letter of Understanding

Between

Kemptville District Hospital (the "Hospital")

And

Ontario Nurses' Association, Local 137 (the "Union")

Re: Position Request Book

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

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

Dated at Kemptville, Ontario this _____ day of _____, 2011.

For the Employer

For the Union

Labour Relations Officer