

**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, 2016

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APPENDIX 3 – SALARY SCHEDULE**FULL-TIME, REGULAR PART-TIME, CASUAL PART-TIME****Hourly Rates**

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

Registered Nurse

STEP	APRIL 1, 2014	APRIL 1, 2015
	(1.40%)	(1.40%)
Start	\$30.59	\$31.02
1 Year (1,500hrs)	\$31.04	\$31.47
2 Years (3,000hrs)	\$31.56	\$32.00
3 Years (4,500hrs)	\$33.11	\$33.57
4 Years (6,000hrs)	\$34.68	\$35.16
5 Years (7,500hrs)	\$36.63	\$37.14
6 Years (9,000hrs)	\$38.59	\$39.13
7 Years (10,500hrs)	\$40.57	\$41.14
8 Years (12,000hrs)	\$43.45	\$44.06
25 Years (37,500hrs)	\$44.22	\$44.84

Assistant Head Nurse

STEP	APRIL 1, 2014	APRIL 1, 2015
	(1.40%)	(1.40%)
Start	\$32.41	32.86
1 Year (1,500hrs)	\$32.89	33.35
2 Years (3,000hrs)	\$33.39	33.86
3 Years (4,500hrs)	\$35.04	35.53
4 Years (6,000hrs)	\$36.72	37.23
5 Years (7,500hrs)	\$38.61	39.15
6 Years (9,000hrs)	\$40.62	41.19
7 Years (10,500hrs)	\$42.70	43.30
8 Years (12,000hrs)	\$45.75	46.39
25 Years (37,500hrs)	\$46.55	47.20

Team Leader

STEP	APRIL 1, 2014	APRIL 1, 2015
	(1.40%)	(1.40%)
Start	\$31.81	\$32.25
1 Year (1,500hrs)	\$32.28	\$32.73
2 Years (3,000hrs)	\$32.82	\$33.28
3 Years (4,500hrs)	\$34.44	\$34.92
4 Years (6,000hrs)	\$36.06	\$36.56
5 Years (7,500hrs)	\$38.10	\$38.63
6 Years (9,000hrs)	\$40.13	\$40.70
7 Years (10,500hrs)	\$42.19	\$42.78
8 Years (12,000hrs)	\$45.18	\$45.82
25 Years (37,500hrs)	\$45.98	\$46.63

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: Inpatient Units (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 fifty-five (55) working days per calendar year, provided that two (2) weeks' notice is given to the Hospital except in extenuating circumstances. It is agreed that not more than one (1) nurse shall be absent from the Inpatient Units 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 executive representatives are 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 fifty-five (55) working days.

- D.2 The Employer will pay the Bargaining Unit President/Local Coordinator or designate at her/his regular straight-time hourly rate for all time spent attending meetings at the request of the Employer outside her or his regularly scheduled hours.

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 Accumulated Premium Paid Hours

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. All accumulated overtime hours that have not been taken by March 1st and September 1st respectively, will be paid out by the end of those 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

- (a) General

- i) 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.
- ii) Copies of all schedules and changes shall be sent to the Bargaining Unit President.
- iii) Schedules for nurses will be posted at least six (6) weeks in advance covering an at least a six (6) week period.
- iv) 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.
- v) Nurses shall have at least two (2) weekends off in four (4).
- vi) 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.
- vii) No split tours.
- viii) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.

(b) Christmas/New Year's Scheduling

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 15, the master rotation may be suspended. 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 15th, the Hospital will post the shifts worked by the nurses during the Christmas/New Year's period the previous year and the preference sheet in each unit. By October 6th of each year, nurses shall submit their preference for Christmas or New Years off, and which shifts they would prefer to be scheduled to work during this period.

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.

Working Christmas is defined as working at a minimum, shift(s) between the hours of 19:00 on December 24th and 07:00 on December 26th. New Year's is defined as working at a minimum, shift(s) between the hours of 19:00 on December 31st and 07:00 January 2nd.

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.

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.

(c) 7.5 Hour Tours

- i) Schedules for 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) A nurse shall receive a minimum of forty-eight (48) hours off between the completion of the night tour and the commencement of a day or evening tour. If the nurse does not receive such time off, the latter tour shall be paid at the premium rate.
- iii) A nurse shall receive a minimum of twelve (12) hours off between the completion of an evening tour and the commencement of the day tour. If the nurse does not receive such time off, the latter tour shall be paid at a premium rate.

(d) 11.25 Hour 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.
- ii) A nurse shall receive a minimum of forty-eight (48) hours off between the completion of the night tour and the commencement of a day or evening tour. If the nurse does not receive such time off, the latter tour shall be paid at the premium rate.

(e) Part-Time Nurses Scheduled Less Than 7.5 Hour Tours

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:

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

- ii) 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.
- iii) Nurses working part tours (less than 7.5 hours), shall not be scheduled to work more than seven (7) consecutive part tours.

E.5 (a) Regular Part-time Employees

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

1. Available to work two (2) weekends in four (4).
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.

Regular part-time employees who wish to work additional shifts must declare their availability for the duration of upcoming schedule at least two (2) weeks prior to the posting of the work schedule.

(b) Casual Part-time Employees

Casual part-time employee must declare their availability for shifts for the duration of upcoming schedule at least two (2) weeks prior to the posting of the work schedule.

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

A casual part-time employee who does not declare their availability for a consecutive two (2) month period will not be offered additional tours until availability is provided by the employee.

E.6 Distribution of Additional Tours

(a) General

- i) 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.
- ii) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
- iii) A tour will be deemed to be offered whenever a call is placed;

- iv) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay;
- v) When additional tours are scheduled prior to the posting period, regular part time nurses will be responsible to check the posted rotation;
- vi) When additional tours are scheduled after the posting period, staff will be personally notified.

(b) Sequence for Offering Additional Tours to Part-Time Nurses

Additional tours shifts will be offered to nurses in descending order of seniority, as per the following sequence provided that necessary skill mix requirements are met:

- i) Regular part-time nurses on the Unit who have declared themselves available, including job sharers on days that neither job sharer is scheduled to work.
- ii) Qualified nurses that hold a casual position on the Unit who have declared themselves available.
- iii) Qualified nurses that hold a casual position on the Unit (including job sharers) who have not declared themselves available.

(c) Sequence for Offering Additional Tours Resulting in Premium Pay

Additional tours resulting in nurses being at a premium rate will be offered in descending order of seniority, as per the following sequence provided that necessary skill mix requirements are met:

- i) Regular part-time nurses on the Unit who have declared themselves available, including job sharers on day that neither job sharer is scheduled to work.
- ii) Full-time nurses on the Unit.
- iii) Qualified nurses that hold a casual position on the Unit who have declared themselves available.
- iv) Qualified nurses that hold a casual position on the Unit who have not declared themselves available.

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).

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) General Provisions

i) Vacations may be taken at any time of the year in accordance with the provisions below. The Hospital will endeavour to accommodate the wishes of the nurse with respect to their choice of vacation dates, subject to the needs of the Hospital. Requests for time off will not be unreasonably denied.

ii) Vacation requests must be submitted in writing to the Nurse Manager or designate.

iii) Single vacation days may be granted by the Hospital when requested by a nurse.

iv) 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.

v) A nurse may request an advance of a maximum of 37.5 hours of vacation from the Hospital. The approval of such requests is at the discretion of the Hospital.

(b) Long-Term Vacation Planning

i) For the purpose of enabling long-term vacation planning the vacation year has been divided into four (4) periods. The table below identifies these periods and the deadline for staff to submit their requests for vacation, and for the Hospital to approve or deny the vacation as requested.

Vacation Period	Submission Deadline	Approval/Denial Deadline
June 1 st – September 30 th	March 1st	March 31 st
October 1 st – January 31 st (Excl. Dec 15 to January 15 th)	July 1st	July 31 st
December 15 th – January 15 th	October 6th	October 31st
February 1 st – May 31 st	November 1st	December 5 th

- ii) Vacation requests submitted by the above deadlines will be granted on the basis of seniority, notwithstanding requests for one or more weeks off will receive priority over lesser periods (excluding the period from December 15th to January 15th). A week is defined as a period of seven (7) consecutive days as identified by the nurse in his or her vacation request.
- iii) During the months of July and August the nurse may be approved a maximum of two weeks of vacation, which may be taken together or separately.
- iv) When extra time off is available during the period defined as Christmas or New Years in Article E.4(b), it shall be offered in descending order of seniority to those nurses who have been scheduled to work those shifts provided the requirement of a reasonable staffing mix is met.

c) Short-Notice and Other Vacation Requests

The following applies to short notice vacation requests and requests for vacation outside of the long-term vacation planning provisions above.

- i) The nurse must submit their vacation request to their Nurse Manager or designate at least two (2) weeks in advance of the commencement of the requested leave. This period of time may be waived by the Hospital in extenuating circumstances.
- ii) Vacation requests will be granted on a first come first serve basis. In the event of a conflict seniority will govern.
- iii) The Hospital will approve or deny a nurse's request for vacation within five (5) working days excluding Saturday, Sunday and paid holidays. Requests for time off will not be unreasonably denied.

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 provided there is a vacant permanent part-time position available. 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) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every 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) Notification to the Union

The Employer shall notify the Joint Health and Safety Committee (JHSC) and the Union immediately in the event that a person is killed or critically injured, and for all other incidents of violence in writing as soon as possible, but within four (4) days in accordance with the Occupational Health and Safety Act and its associated regulations. Such notices will contain all of the information as prescribed in section 5 of Ontario Regulation 67/93 — Healthcare and Residential Facilities.

(d) Damage to Personal Property

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.

(d) WSIB Surcharge/Rebate Information

The Employer shall provide the JHSC with any and all information about surcharges and/or rebates from WSIB under their NEER program in a timely manner.

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 an 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 will be invoiced for premium payments directly from the benefit carrier.
- (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 _____, 2014.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between

KEMPTVILLE DISTRICT HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Regular Part-Time Vacation

The parties agree that, upon request, regular part-time employees may access accumulated funds from their vacation bank once per year, in addition to the normal December payment, 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 _____ of _____, 2014.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between

KEMPTVILLE DISTRICT HOSPITAL (the “Hospital”)

And

ONTARIO NURSES' ASSOCIATION (the “Union”)

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

The Parties hereto understand and agree to the following terms and conditions concerning the rotation for full-time RNs on the Emergency Unit and Inpatient 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.
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. The placement of the statutory holidays will be determined by the mutual agreement of the Hospital and the nurse. These Statutory holidays will be based on an eight (8) hour shift.
5. Nurses will be scheduled for an additional eight (8) hour shift once every four (4) weeks.
6. All other scheduling provisions contained in Article 14 of the central agreement and Article E of the local agreement will be honoured.
7. This Letter of Understanding shall not apply to any full-time RNs who normally work Monday to Friday and/or permanent evening or night shifts only and are not normally scheduled to work on paid holidays.
8. 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.

Dated at Kemptville, Ontario this _____ of _____, 2014.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between

KEMPTVILLE DISTRICT HOSPITAL (the "Hospital")

And

ONTARIO NURSES' ASSOCIATION (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 _____ of _____, 2014.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between

KEMPTVILLE DISTRICT HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Patient Handling Hazards

Within 120 days of the renewal of the local Collective Agreement expired March 31, 2014, the Employer in consultation with the JHSC or worker Health and Safety Representative will include the addition of a risk assessment regarding patient handling hazards within their work plan. The review will include existing training, staffing, and other measures to address these issues. Recommendations will be made where appropriate.

Dated at Kemptville, Ontario this _____ of _____, 2014

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

