

COLLECTIVE AGREEMENT

Between

**DEEP RIVER AND DISTRICT HOSPITAL
(Hereinafter called the "Hospital")**

And

**ONTARIO NURSES ASSOCIATION
(Hereinafter called the "Association")**

Expiry: 31 March, 2004

APPENDIX 3**SALARY SCHEDULE
HOURLY RATES**Classification - Registered Nurse

	<u>Effective April 1,2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
Start	\$21.12	\$21.75	\$22.44
1 Year	\$21.95	\$22.61	\$23.33
2 Years	\$23.10	\$23.80	\$24.56
3 Years	\$24.25	\$24.97	\$25.77
4 Years	\$25.40	\$26.16	\$27.00
5 Years	\$26.83	\$27.64	\$28.52
6 Years	\$28.26	\$29.11	\$30.04
7 Years	\$29.71	\$30.60	\$31.58
8 Years	\$31.45	\$32.71	\$33.75

Graduate Nurse

<u>Effective</u>	<u>Effective April 1,2001</u>	<u>Effective April 1, 2002</u>	<u>April 1, 2003</u>
Start	\$20.28	\$20.89	\$21.56
1 Year	\$21.07	\$21.71	\$22.40
2 Years	\$22.30	\$22.97	\$23.70
3 Years	\$23.35	\$24.05	\$24.82
4 Years	\$23.59	\$24.29	\$25.07
5 Years	\$25.87	\$26.65	\$27.50
6 Years	\$27.28	\$28.10	\$29.00
7 Years	\$28.65	\$29.51	\$30.46
8 Years	\$29.52	\$30.70	\$31.68

Nurse Educator

<u>Effective</u>	<u>Effective April 1,2001</u>	<u>Effective April 1, 2002</u>	<u>April 1, 2003</u>
Start	\$22.16	\$22.82	\$23.55
1 Year	\$23.05	\$23.74	\$24.50
2 Years	\$24.25	\$24.97	\$25.77
3 Years	\$25.44	\$26.20	\$27.04
4 Years	\$26.67	\$27.47	\$28.35
5 Years	\$28.20	\$29.05	\$29.98
6 Years	\$29.66	\$30.55	\$31.53
7 Years	\$31.20	\$32.13	\$33.16
8 Years	\$33.02	\$34.34	\$35.44

* Part-time rates do not include percentage in lieu.

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

Clause #
Central
Agreement
Full-time

Applicable clause from existing Collective
Agreement (expiry date March 31, 1991)

10.04
NOTE

1 ■ 03

Seniority shall be defined as length of unbroken service of a nurse with Deep River and District Hospital including all service with its predecessor the Deep River Hospital during the period of time when it was owned and operated by Atomic Energy of Canada Limited. It shall only be used as a factor in cases of promotions, demotions, lay-offs, recalls, transfers, vacation preferences, and preference of shift where such may be required. Service with Atomic Energy of Canada shall not be included in the determination of any monetary or monetary related benefits.

14.11
NOTE

16.09

Costs of taxi fares shall be provided or a nurse who provides her/his own transportation to return from Petawawa, or any other drop off point, to Deep River shall be reimbursed at the current hospital approved rate per mile for the round trip in lieu of taxi fare.

A taxi fare and meal petty cash fund shall be made available to nurses to draw from before leaving on an ambulance trip.

19.09

22.07

Where the Hospital considers that additional educational preparation is required for a job then such preparation shall be paid for according to the following scale:

- Special Courses and/or Nursing Unit Administration \$15.00 monthly
- 1 Year's University Diploma \$40.00 monthly
- Bachelor of Science Degree (Nursing) \$80.00 monthly
- Master's Degree (Nursing) \$120.00 monthly

In the calculation of a nurse's basic rate of pay, the above additional allowance shall not be taken into account.

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

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

APPENDIX 5

LOCAL PROVISIONS

INDEX

ARTICLE A - RECOGNITION.....L-5

ARTICLE B - HOSPITAL RIGHTS.....L-5

ARTICLE C - ASSOCIATION REPRESENTATION.....L-5

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL).....L-6

ARTICLE E - HOURS ~~OF~~ WORK - SCHEDULING.....L-7

ARTICLE F - PAID HOLIDAYS.....L-9

ARTICLE G - VACATIONS.....L-10

ARTICLE H - PREPAID LEAVE OF ABSENCE.....L-11

ARTICLE I - GENERAL.....L-1 ■

ARTICLE J - JOB SHARINGL-12

ARTICLE K - EXTENDED TOURSL-14

ARTICLE L - MODIFIED WORK - FULL-TIME AND PART-TIME.....L-15

ARTICLE M - WEEKEND WORKER.....L-15

LETTER OF UNDERSTANDING.....L-17

LETTER OF UNDERSTANDING - Availability for Part-time.....L-18

LETTER OF UNDERSTANDING - Vacation Scheduling Guidelines.....L-19

LETTER OF UNDERSTANDING - Regular Part-time and Casual.....L-21

LETTER OF UNDERSTANDING - Weekend Premium.....L-23

ARTICLE A - RECOGNITION

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

ARTICLE B - HOSPITAL RIGHTS

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

ARTICLE C - ASSOCIATION REPRESENTATION

- C.1 Each party shall have three (3) representatives on the Hospital-Association Committee.
- C.2 The Hospital shall recognize a negotiating committee of not more than four (4) Association members, at least one (1) of whom will be a part-time representative.

- C.3 The Association may appoint or otherwise select Association officers, four (4) of which shall assist nurses in presenting grievances.
- C.4 Committee members and Association officers will be responsible for supplying their supervisors with information as to time off as required by the terms of this Agreement.
- C.5 The Hospital shall arrange with the President of the local association or her/his designate, the scheduling of interviews with newly hired nurses.
- C.6 Professional Development Committee
The Hospital shall recognize a joint committee of two (2) Union representatives and two (2) employer representatives who will meet to develop and implement guidelines which govern this committee. The union representatives will be chosen by the ONA membership.
- C.7 The Hospital will arrange with the Bargaining Unit President of the Association or designate up to fifteen (15) minutes of time with newly hired nurses as part of the Hospital orientation or during their unit orientation if that occurs prior to the general orientation.

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

- D.1 In requesting leave of absence days for local association business, the Association shall:
- (a) Provide written notice of at least one (1) week unless circumstances do not permit.
 - (b) Provide that not more than two (2) nurses at any one time request such leave, conditional upon these nurses not being from the same duty area of the Hospital.
 - (c) Provide that the total number of days in any one (1) calendar year for such leave for all nurses not exceed thirty-five (35) days.
 - (d) Should an ONA member become the Local Coordinator as specified in Article 11.02 of the Central Agreement, the employer will grant an additional ten (10) days leave for this position. Should additional days be required by the Local Coordinator, the parties will meet to re-negotiate.
- D.2 Nurses may request an unpaid leave of absence for the purpose of professional development, relevant to their nursing practice at the Hospital. e.g. ACLS, TNCC, ENPC, PALS. Such requests shall not be unreasonably denied.

ARTICLE E - HOURS OF WORK - SCHEDULING

- E.1** The first shift in any day shall be deemed to be the night shift for purposes of scheduling.
- E.2** Subject to the Hospital's approval, nurses within the same classification may be allowed to trade days off on their own, providing that such a request is submitted, in writing to the Hospital in advance of the change and mutually signed by the nurses involved. Such trade of shift is to be completed within four **(4)** weeks of the date of first shift traded. Requests for trades outside the four (4) weeks period will be considered on an individual basis.
- E.3** Work schedules shall be posted at least ~~two~~ (2) weeks in advance of going into effect and shall cover a minimum of a four (4) week period.
- E.4** The schedule for full-time nurses shall provide for four **(4)** days ~~off~~ work in a fourteen **(14)** day period and in any ~~two~~ (2) week period, at least one ~~(1)~~ weekend off will be scheduled. Regular part-time nurses shall be scheduled off at least every second weekend.
- E.5** The schedule, for full-time nurses shall provide for a maximum of seven (7) consecutive days of work prior to days off. For hours worked on the eighth and subsequent days, a nurse shall be paid at the premium rate of pay for those hours until a day off is granted.
- E.6** Unless in circumstances which are beyond the reasonable control of the Hospital, a nurse shall have at least sixteen **(16)** hours off between shifts. If such circumstances do not prevail, then a nurse shall be paid at overtime rates of pay for all hours worked during the aforementioned period of sixteen (16) hours.
- E.7** A nurse will receive premium pay for all hours worked on a third and subsequent consecutive weekend save and except where:
- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (b) such nurse has requested weekend work; or
 - (c) such weekend ~~is~~ worked as the result of an exchange of shifts with another nurse.
 - (d) Job sharing nurses who choose to split their weekends will not be entitled to premium pay as per Article **E.7**.
- E.8** Where practicable, a nurse who requests permanent ~~afternoon~~ or night shifts shall be granted such request. Where several nurses request such placement, and it is practicable for the Hospital to honour some but not all requests then the seniority rule shall apply.

E.9 Where a nurse elects to take paid time in lieu of overtime in accordance with Article 14.09 (full-time section), it shall be scheduled at a mutually agreed time between the Hospital and the nurse.

E.10 For purposes of Article 14.10 (full-time) and 14.09 (part-time) the hours for the normal seven and one-half hour tours of work are:

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

E.11 For purposes of Article 14.15 (full-time) and 14.14 (part-time) the weekend premium shall be paid from 2330 hours Friday to 2330 hours Sunday.

- E.12
- (a) It is understood that the Hospital shall provide a pager to any nurse on stand-by.
 - (b) A full-time nurse will not be scheduled for stand-by on days off or vacation.
 - (c) The Hospital shall notify the Local President or designate prior to initiating standby assignments on any unit.

E.13 Part-time Scheduling

- (a) The Employer agrees to schedule regular part-time nurses according to their commitment of eight (8) seven point five (7.5) tours in a four (4) week period on the posted schedule of the unit.
- (b) Thereafter, where extra tours become available they will first be offered on the basis of seniority to regular part-time nurses on that unit provided that no nurse exceeds her/his commitment as a result of being offered such extra tours where there are regular part-time nurses who have not been offered their commitment of shifts.
- (c) Where all regular part-time nurses have been scheduled up to their committed tours, extra tours will then be offered to regular part-time employees by seniority, subject to availability submitted prior to the posting of the schedule.

Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time employees by seniority, subject to availability submitted prior to the posted schedule.

- (d) Job sharers may make themselves available for additional tours on their scheduled day off from the full-time master rotation. They will be called by seniority in the Bargaining Unit.
- (e) Job sharers may be offered additional tours when their partner is working:
 - i) when the regular part-time and casual have been offered tours as per (c) and (d).

- (9) Job sharers may be offered additional tours when their partner is working under the following circumstances. The Employee will offer regular part-time available blocks of five (5) shifts or more by seniority.
- (g) It is understood that the Hospital will not be required to offer tours which would result in premium pay.

E.14 Part Tours (4 Hour Tours)

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

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

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

- E.15** Prior to initiating innovative unit scheduling, weekend or individual special circumstances arrangements as per central language 13.03, 13.04 and 13.05 the employer will notify and meet with the Union to discuss and develop any necessary guidelines that will govern the particulars when introducing innovative scheduling.

ARTICLE F - PAID HOLIDAYS

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

January 1	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	December 25
Queen's Birthday	December 26
Second Mon. in June	
July 1	

In the event the Government of the Province of Ontario proclaims Heritage Day or some other day as a holiday, such holiday will replace the second Monday in February holiday.

- F.2** Where a nurse is entitled to a lieu day in accordance with Article 15.04 or 15.05 (full-time), it will be taken within thirty (30) days of the actual date of the stat. If requests for a lieu day is not granted by the employer the lieu day will be carried forward until such time as it can be taken. Request for time off in lieu will not be unreasonably denied. It is understood that should the employee not request time off in the allotted time it will be paid out.

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F.3 A shift that begins or ends during the twenty-four (24) hour period of the above holidays, where the major portion of time worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

F.4 Nurses will receive at least five (5) consecutive calendar days off during the Christmas and New Year's period which shall include either Christmas or New Year's Day. The Hospital may, at its discretion, waive all other scheduling requirements during this period.

Full-time and part-time nurses will be granted these holidays on an alternating basis from year to year in their work unit unless the nurses in the unit choose to self schedule Christmas-New Years period, such schedule to be subject to the Hospital's approval.

ARTICLE G - VACATIONS

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

G.2 A nurse shall submit her/his written request for a vacation period on or before April 1st, of each year. The Hospital will endeavour to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Hospital. When scheduling vacations, first preferences shall be given to full-time nurses.

G.3 Vacation schedules shall be posted by May 1st each year and shall not be changed unless mutually agreed to by the nurse and the Hospital. Where two (2) or more nurses request the same period of vacation and the Hospital is unable to allow for the number of nurses having off at the same time then seniority of the nurses concerned shall be the deciding factor.

G.4 Where practicable a nurse may receive her/his vacation in an unbroken period of three (3) weeks duration during the summer months (June 1 - September 15) if possible the employer will grant additional vacation if requested.

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

G.5 A nurse may apply to carry up to five (5) days of vacation entitlement into the subsequent vacation year provided such time is taken prior to April 30. Approval of such requests will not be unduly withheld.

- G.6 Vacation pay for part-time nurses shall be paid in December of each year covering earnings of the previous calendar year.
- G.7 A full-time nurse shall be entitled to receive her/his vacation pay prior to going on vacation providing that such request is made in writing to the Hospital at least two (2) weeks in advance of the vacation.

ARTICLE H - PREPAID LEAVE OF ABSENCE

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

ARTICLE I - GENERAL

- I.1 The seniority list shall be posted by the Hospital in January and July of each year.
- I.2 The Hospital shall provide bulletin board space for the purpose of posting Association notices. All such notices except notices of meetings must be jointly approved by the President of the Association and the Administrator, or his designate.
- I.3 Nurses shall be paid by a deposit system at a bank of their choice through the Hospital. Nurses shall notify the Hospital in writing, ten (10) days prior to any pay period of any deposit change required. Statement of calculations will be issued bi-weekly notwithstanding conditions unforeseen and beyond the control of the Hospital, not later than the Thursday following the end of the pay period. Statements of calculations will be issued in a sealed envelope. Nurses shall be notified in writing when receiving pay increases based on service progression.

If there is an omission of more than twenty-five dollars (\$25.00), a cheque will be issued by the Hospital or the amount issued by direct deposit within three (3) days if the nurse so requests.

- I.4 Violence

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 abusive situation.

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

The Employer and the Union further agree that suitable subjects for discussion at the Hospital/Association Committee will include aggressive patients. The Employer shall notify the Union in writing within five (5) days of any nurse who has suffered loss of hours of work as the result of assault while performing her/his

work. The assaulted nurse may choose to have her/his name remain confidential. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Occupational Health & Safety Committee.

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

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

1.5 **tii Benefits – Process for Payment**

The Parties agree upon the concept and a letter of understanding will be negotiated and appended to the Collective Agreement at a later date.

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

ARTICLE J -JOB SHARING

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

1. Implementation

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

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

- 2.** 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 defined as full-time, part-time, casual. 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.

3. Discontinuation

Either the Hospital and or the Union 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.

4. All job sharers shall be treated as regular part-time employees and be subject to the provisions for regular part-time nurses except as modified her/hisein.
5. Posted schedules for job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. Such schedules shall conform with the scheduling provisions for full-time nurses.
6. Total hours prescheduled to be worked by two job sharers shall be equal to one full-time position.
 - (a) The division of scheduled shifts shall be determined by mutual agreement of the two nurses and the Head Nurse of the Unit prior to the commencement of the schedule. However, all scheduled tours must be covered. Once the schedules are posted, the employees cannot make changes without the permission of the supervisor in the area concerned.
 - (b) Job sharers will not be subject to cancellation of regularly scheduled shifts in their rotation as if they were part-time nurses.
7. Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
8. Job sharers will have the right to determine between themselves which partner will work on a scheduled paid holiday, subject to the conditions of the Collective Agreement.
9. The job sharers will not be scheduled to work in total more paid holidays than would one full-time nurse unless mutually agreed otherwise.
10. Job sharers will be granted either Christmas or New Years off pursuant to Article F of the Collective Agreement. When one job sharer works over Christmas, neither can be required to work over New Years and vice-versa, unless mutually agreed otherwise.
11. It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the unit 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. Job sharers shall be offered additional unscheduled tours only if they have made their availability known.
 - i) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central Agreement

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

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

ARTICLE K - EXTENDED TOURS

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

- (a) Extended hour tours will be implemented in an area when at least **75%** of the full-time and regular part-time nurses in that area indicate by secret ballot that they wish extended tours and the Director of the Employment Standards Branch of the Ministry of Labour gives approval. Rotations on the schedule shall be assigned on the basis of seniority.
- (b) Extended hour tours will be discontinued at any time after six (6) months of the implementation of such tours when:
 - i) At least **50%** of the nurses involved indicate in a secret ballot that they no longer wish to work extended tours; or
 - ii) the Hospital, because of:
 - A) adverse effects on patient care;
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable or arbitrary, states its intention to discontinue the extended tour schedule.

K.2 Scheduling

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

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

For the purposes of scheduling, the day shift shall be the first shift of the day, unless otherwise agreed by the parties.

- (b) At least every second weekend shall be scheduled off.

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

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- i) such nurse has requested weekend work; or

- iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (c) No more than three (3) consecutive extended tours shall be scheduled, unless by mutual consent.
- (d) There shall be at least two (2) consecutive tours ~~off~~ between a change of tour and at least forty-eight (48) hours off duty following tours of night duty, except where a nurse agrees to a shorter period of time.
- (e) Schedules will provide for 225 hours averaged over each six (6) week period for full-time nurses.

K.3 Lieu Days

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

ARTICLE L - MODIFIED WORK - FULL-TIME AND PART-TIME

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

.E M – WEEKEND WORKER

- M.1 A full-time nurse wishing to become a weekend worker as per article 13.04 of the Central Agreement will put such request(s) in writing to the Nursing Coordinator, with a copy to the Association. If the Hospital and the Association agree to a weekend schedule, the parties will meet to negotiate how this schedule is to be introduced and any subsequent discontinuation.

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

Dated at Ottawa Ontario, this 19th 26th day of March, 2002.

FOR THE EMPLOYER

Altaf

Heely Sidd

Lynda Tomalley

FOR THE UNION

By Mar. 1. 02
Labour Relations Officer

Angela Stewart BLP

Nancy J

Brenda Baalun

LETTER OF UNDERSTANDING

Between

DEEP RIVER AND DISTRICT HOSPITAL

And

ONTARIO NURSES, ASSOCIATION

The Employer and the Union agree to meet to discuss mutually agreeable procedure for submitting availability for additional tours.

Dated at *Ottawa* Ontario, this *26th* day of *March*, 2002.

FOR THE EMPLOYER

Allan Katz

Debra Kidd

Yvonne Donnelly

FOR THE UNION

R. Mar. 1. 02
Labour Relations Officer

Angela Stewart BNP

Murray J

Brenda Theacher

LETTER OF UNDERSTANDING

Between

DEEP RIVER AND DISTRICT HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

RE: Availability Protocol for Part-Time

1. Availability for additional tours will be submitted by all part-time and casual staff not later than two (2) weeks before the schedule is posted using the established availability tool.
2. Tours available before the schedule is posted will be assigned based on submitted availability and by seniority in accordance with E.13 provisions.
3. Tours after the schedule is posted will be offered as per Article E.13.

Dated at *Ottawa* Ontario, this *26th* day of *March*, 2002.

FOR THE EMPLOYER

Allan Katz
Kelly Gridd
Yvonne Scoble

FOR THE UNION

R - Mar. 1. 02
Labour Relations Officer
Angela Stewart B.N.P.
Nancy
Brenda Treacher

LETTER OF UNDERSTANDING

Between

DEEP RIVER AND DISTRICT HOSPITAL

And

ONTARIO NURSES, ASSOCIATION

RE: Vacation Scheduling Guidelines

This letter of understanding will start on a trial basis for the Summer of 2002, running April 1, 2002 – 31 March 2003.

1. Vacation preference sheets for the prime periods will be posted by:
 - March 1st for the summer period – June 1st – September 15th
 - December 1st for the spring period – March 1st – March 31st
2. Nurses will select their vacation preference by filling in the vacation preference sheet.
3. The preference sheet must be completed by;
 - April 1st for the summer period – June 1st – September 15th
 - January 2nd for the spring period – March 1st – March 31st
4. Confirmation of the vacation schedule will be posted by:
 - May 1st for the summer period – June 1st – September 15th
 - February 1st for the spring period – March 1st – March 31st
5. Requests for vacation submitted by the deadlines as stated in #2 above will be given preference over requests submitted after the deadlines.
6. Requests for individual vacation shifts will be considered after vacation requests of:
 - three (3) or more shifts on Medical
 - two (2) or more shifts in Emergency
7. Requests for vacation outside the above vacation period will be considered on an individual basis on a first come-first served basis. In the event of a conflict between ONA nurses before the vacation is confirmed, seniority will govern.
8. Vacation will be granted subject to suitable relief.

Dated at Ottawa Ontario, this 26th

day of March, 2002.

FOR THE EMPLOYER

Alan Katz

Kelly Todd

Brenda Tomblay

FOR THE UNION

Mar. 1. 02
Labour Relations Officer

Angela Stewart BUP

Nancy J

Brenda Hecker

LETTER OF UNDERSTANDING

Between

DEEP RIVER AND DISTRICT HOSPITAL

And

ONTARIO NURSES, ASSOCIATION

RE: Regular Part-time and Casual

1. This agreement will run for a period of one (1) year, starting as soon as is reasonably possible after ratification. Thereafter, it may be cancelled following written notification of ninety (90) days by either party.
2. All regular part-time and casual staff must submit availability sheets two (2) weeks before the posting, i.e. four (4) weeks before the effective date.
3. The Hospital will post a six (6) week schedule that is staggered with that of the Pembroke General Hospital's schedule. It will be posted two (2) weeks in advance of its effective date. Available shifts will be assigned as follows:
 - (a) Regular part-time will have their FTE commitment included in the master rotation.
 - (b) Additional shifts that are known to be available will then be scheduled by the Hospital, within the unit, based upon the employees' stated availability, on the basis of seniority, up to full-time hours. Regular part-time will be scheduled before casuals.
 - (c) Remaining vacancies, if any, in the six (6) week rotation will then be posted and regular part-time and casual staff may fill the remaining vacant shifts on a first come-first served basis, provided they are qualified and able to perform the work on the unit.
 - (d) Thereafter, any additional shifts on the schedule or otherwise will be offered to regular part-time and casual staff who are qualified and able to perform the work on the unit, based on seniority.
 - (e) No shifts will be assigned by this process that result in the employee receiving premium pay when other employees are available to perform the work at straight time.

Dated at Ottawa Ontario, this 26th day of March, 2002.

FOR THE EMPLOYER

Kelly Gidd

Lynda Donahue

FOR THE UNION

CP Mar. 1. 02

Labour Relations Officer

Angela Stewart BUI

Nancy D

Brenda Theaker

LETTER OF UNDERSTANDING

Between

DEEP RIVER AND DISTRICT HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

RE: Weekend Premium

1. When regular part time nurses who work more than one (1) area or are required to work in areas where the schedule is designated as 7.5 hours or 11.25 hours, the regular part time nurse accepts the hours of the assigned area for purposes of overtime.

e.g: 11.25 hours scheduled – the nurse will receive overtime as per 14.01 (a) and (b) if the she/he works over the 11.25 hours

7.5 hours scheduled - the nurse will receive overtime as per 14.01 (a) and (b) if she /he works over the 7.5 hour

2. For the purposes of weekend premium a nurse is eligible to receive the premium as per E.7 or K.2 based on the normal hours scheduled in their home department.

e.g: A nurse who is hired to work on a unit that has a 11.25 hour schedule will be entitled to weekend premium as per K.2 of the local agreement if she/he works her/his weekend off.

A nurse who is hired to work on a unit that has a 7.5 hour schedule will be entitled to weekend premium as per E.7 of the local agreement if she/he work her/his weekend off.

3. The parties agree this Letter of Understanding is a clarification as to how nurses who accept additional work outside their regularly scheduled unit will be treated for the purpose of weekend premium payment. This letter is attached to the local collective agreement and is binding on both parties unless changed through negotiations or interest arbitration.

Dated at Ottawa Ontario, this 26th day of March, 2002.

FOR THE EMPLOYER

Allan Katz

Garry Sidd

Sandra Drembley

FOR THE UNION

PR - Mar. 1. 02
Labour Relations Officer

Angela Stewart BLP

Nancy J

Bronck Theaker