

LOCAL ISSUES

To The:

COLLECTIVE AGREEMENT

Between:

**BLIND RIVER DISTRICT HEALTH CENTRE
(Hereinafter called the "Health Centre")**

And:

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

EXPIRY DATE: March 31, 2011

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

	Effective	Effective	Effective
	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

Classification – Graduate Nurse

	Effective	Effective	Effective
	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
Start	25.23	25.99	26.77

Classification – Nurse Practitioner

	Effective	Effective	Effective
	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
Start	43.64	44.95	46.30
1 Year	43.73	45.04	46.39
2 Years	43.73	45.04	46.39
3 Years	44.39	45.72	47.09
4 Years	45.46	46.83	48.23
5 Years	47.46	48.89	50.36
8 Years	47.58	49.01	50.48
25 Years	48.42	49.88	51.37

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:

(Previous) ARTICLE 26.03- As it applies to -)
ARTICLE 28.03-)

(Current) ARTICLE 14.11- AMBULANCE ESCORT

Note: When a nurse is called in and required to travel with a patient less than four (4) hours, she will be paid for four (4) hours. When a nurse is called in and required to travel with a patient in excess of four (4) hours, she shall be paid the full shift.

(Previous) ARTICLE 18 - VACATION (EARNED LEAVE) - FULL-TIME

18.01 Vacation Entitlement - As it applies to -)

(Current) ARTICLE 16 - VACATION - Full-time

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

After two (2) years of continuous service - twenty (20) working days;

After fifteen (15) years of continuous service - twenty-five (25) working days.

(Previous) ARTICLE 20 - VACATION PAY - PART-TIME

20.01 As it applies to -)

(Current) ARTICLE 16 - VACATIONS - Part-time

Note: Nurses who were employed prior to October 23rd, 1981 are entitled to vacation on the following basis:

A nurse who has worked 200 tours but less than 400 tours will receive six percent (6%) of her applicable earnings in a calendar year.

A nurse who has worked 400 tours or more shall receive eight percent (8%) of her applicable earnings in a calendar year.

(Previous) ARTICLE 22 - HEALTH PROGRAM - As it applies to

(Current) ARTICLE 18 - MISCELLANEOUS

18.08 When requested by the Administrator, the nurses will be required to undergo, by a doctor of their choice, a physical examination, stool examination and/or culture, including laboratory tests, x-rays, inoculations and vaccinations, it being understood that the expense of such shall be borne by the Health Centre and without limiting the generality of the foregoing the nurses agree to submit to an examination required from time to time by the Public Hospitals Act, R.S.O., 1960, chapter 322 and amendments thereof and/or regulations thereto.

(Previous) SCHEDULE "A" - COMPENSATION

.06 Monthly Education Allowance - As it applies to

(Current) ARTICLE 19 - COMPENSATION

19.10 Education Allowance

Monthly Educational Bonuses

C.H.A. Nursing Unit Administration Course or Nursing

	Monthly	Daily
Specialty Course	\$15.00	\$0.70

1 Year University Course (30 Credits) leading to a degree in nursing	\$25.00	\$1.15
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Baccalaureate Degree (in nursing)	\$80.00	\$3.70
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(Previous) ARTICLE 6.03- As it applies to -

5.05 NOTE: The list shall include all other changes of status which affect dues deductions or the rate of dues deducted.

APPENDIX 5

APPENDIX ON LOCAL ISSUES

ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Health Centre recognizes the Association as the bargaining agent for all Lay, Registered and Graduate Nurses, employed by Blind River District Health Centre, engaged in a nursing capacity, save and except Nurse Managers and persons above the rank of Nurse Manager, and persons specifically excluded by the decision of the Ontario Labour Relations Board dated the 26th day of February, 1968.
- A-2 Supervisor or Immediate Supervisor, when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The right to hire, retire, promote, classify, lay-off, recall, demote, transfer, discharge, or discipline for just cause, to maintain order, discipline, efficiency, and quality patient care, to establish and enforce reasonable rules and regulations governing the conduct of the employees, is the exclusive function and responsibility of the Health Centre subject to the terms and conditions of the Agreement. All matters concerning the operation of the Health Centre not specifically dealt with herein shall be reserved to the Health Centre and be its exclusive responsibility.
- B-2 The Employer will exercise its rights and administer the Collective Agreement reasonably and fairly.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

- C-1 Nurse Representatives
The Health Centre will recognize two (2) nurse representatives.
- C-2 (a) The Health Centre will recognize one (1) member of the bargaining unit as the certified worker pursuant to the Occupational Health and Safety Act. (s) of the Joint Occupational Health and Safety Committee.

 (b) When a regular member is not available, she/he may be replaced by an alternate, appointed by the Union.
- C-3 Negotiating Committee
The Health Centre will recognize a Negotiating Committee of not more than three (3) nurses from the bargaining unit, one of whom will be the Bargaining Unit President.

C-4 Grievance Committee

The Health Centre will recognize a Grievance Committee consisting of three (3) members.

C-5 Health Centre-Association Committee (HAC)

(a) Health Centre-Association Committee

This committee shall be composed of two (2) members of the bargaining unit and two (2) representatives of the Health Centre.

(b) Payment for identified members on days off at HAC Meetings.

Two Bargaining Unit President/designate will identify to the Health Centre which two (2) committee members require payment under article 6.03 (e) at each Health Centre Association Committee meeting.

C-6 Union Interview

The Union interview shall take place for all newly hired employees during the orientation program.

C-7 The Professional Committee referred to in Article 9.02, shall include two (2) representatives of the Association, one of whom will be the Bargaining Unit President or designate. If the Health Centre decides to have more than two (2) representatives on this committee, then the Association will increase its membership representation accordingly.

The Professional Development Committee agendas will be included as part of the Health Centre Association (HAC) agenda as a separate distinct item identified as Professional Development.

C-8 The Bargaining Unit President or designate will be paid at his/her regular straight time hourly rate for time spent in meetings arranged or requested by the Health Centre which occur outside his/her scheduled hours of work. Such hours will be invisible for purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).

ARTICLE D - SENIORITY AND JOB SECURITY

D-1 The seniority list as provided for in Article 10.02 shall be posted and revised in April and October of each year.

D-2 In accordance with Article 10.07 (a) of the Central Agreement, if a nurse is to be reassigned for a partial or single shift from her or his area of assignment, the nurse to be reassigned will be the most junior nurse on the Unit who is qualified to perform the available work.

ARTICLE E - HOURS OF WORK

E-1 The rest periods as provided for in Article 13.01 (b) will be granted during each half shift at a time to be determined by the Health Centre.

E-2 A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second 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 the result of an exchange of shifts with another nurse.

A weekend is defined as the hours between 2400 hours Friday and 2400 hours Sunday.

E-3 It is understood that there will be no requirement for nurses to stay on the Health Centre premises during meal breaks. The nurse will notify his/her immediate supervisor prior to leaving the building.

E-4 It is recognized that the hours of work are 4 hours, 7.5 hours and 11.25 hours. Recognizing that there is a short shift 4 hours, and where a nurse is required to work beyond these hours, the nurse will be paid the appropriate premium pay under Article 14.

E -5 Standby/ On Call (Full-Time and Part-Time)

- (a) The Health Centre will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- (b) The Health Centre will provide a minimum of two (2) beepers for bargaining unit members scheduled for standby.
- (c) The on call hours are from 2330 to 0730.
- (d) The Health Centre will inform all new hires of their obligation to take on-call shifts for any unit that has standby assignments.
- (e) If the R.N. on call is called back into work, she/he will be able to leave the Health Centre at 0730 hours regardless of the time of the call back.
- (f) Standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- (g) Employees shall be permitted to exchange their standby assignments with a Registered Nurse who has been oriented to Acute Care and/or Out Patient Services.

- (h) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Health Centre.
- (i) The Health Centre will make available the equivalent of one (1) private Health Centre room for employees scheduled for standby. Should this not be possible, the Health Centre will reimburse the Nurse for the cost of a hotel room where a Nurse is scheduled to work standby, provided that:
 - i) the Nurse's residence is greater than a twenty minute drive from the Health Centre; and
 - ii) that the Nurse checks the ability of the Health Centre to provide a private room within two (2) weeks of the posting of the standby schedule.

Any costs associated with a mutual exchange between employees once the standby schedule has been posted in excess of two (2) weeks, will not be borne by the Health Centre. In the presence of extenuating circumstances, the Health Centre may, in its sole discretion, provide reimbursement for the cost of a hotel room where it is not otherwise required by this provision.

- (j) When an employee works more than fifteen (15) hours in total in the twenty-four (24) hour period prior to the start of their next regular shift, the employee shall be entitled to eight (8) hours time off before commencing the shift and will be paid straight time for the full shift. However, if the Health Centre is unable to provide eight (8) hours of relief between the end of the time that the employee left the Health Centre and the start of the next regular shift, the nurse shall be paid time and one half for the full shift.

E-6 If the parties agree to a Unit Weekend Schedule in accordance with the language of Article 13.04 during the duration of the Collective Agreement, the signed agreement between the parties will be addressed as a Letter of Understanding and appended to the Appendix of Local Provisions

ARTICLE F - SCHEDULING - 7.5 HOURS

- F-1 (a) Tour schedules shall be posted, except in cases of emergency, two (2) weeks in advance and shall cover a six (6) week period or full-time nurses will be paid premium pay on the first tour of the new schedule. Requests for specific days off are to be submitted, in writing, at least two (2) weeks in advance of posting.
- (b) A request for a change in posted schedule must be submitted twenty-four (24) hours, in advance, in writing, by the nurse requesting the change, and co-signed by the nurse willing to exchange days off or tours of duty. Such exchange will not result in premium pay.

(c) Full-time

- i) Master rotations including an individual nurses position within a master, will not be changed without first informing the nurse and the bargaining unit president and or designate.
- ii) The Health Centre agrees that it will not require a full-time nurse to work a schedule of more than seven (7) and, when possible, six (6) consecutive tours without the nurse's consent or premium pay will apply.
- iii) The Health Centre will schedule full-time every second weekend off or premium pay will apply. The Health Centre will endeavour to schedule a nurse for a day shift prior to the nurse's weekend off. The Health Centre agrees that a weekend will be defined as sixty (60) hours from the completion of the Friday tour until the commencement of the Monday tour.
- iv) The Health Centre undertakes to use its best effort consistent with proper management of the Health Centre to ensure that days off may be taken consecutively and days off rotated so as to effect an equal distribution among the full-time nurses.
- v) The Health Centre will endeavour as far as reasonably possible to provide some day tours when available.

(d) Part-time

- i) The Health Centre agrees that it will not require a part-time nurse to work a schedule of more than five (5) consecutive tours without the nurse's consent or premium pay will apply.
- ii) The Employer agrees to schedule regular part-time nurses according to their commitment on the posted schedule subject to their being orientated to the area and subject to it not creating a premium situation.
- iii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses who do not have their commitment.
- iv) Where all regular part-time nurses have been given the opportunity to work up to their committed hours, extra tours will then be offered to regular part-time nurses on the basis of seniority.
- v) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority.

F-2

Any violation of the above scheduling regulations contained in this Article shall result in premium payment.

F-3 Agreement to work additional tours or change tour of duty will not be construed to be a waiver of premium pay where applicable.

F-4 If possible, schedules will be developed by mutual consensus between the Union and Management.

F-5 Christmas And New Years

The scheduling regulations will not operate during the period December 15th to January 15th. The employer will endeavour to schedule every other weekend off. A nurse shall be scheduled off duty for a period of not less than five (5) consecutive days, either at Christmas or New Year's or premium pay will apply. For the purpose of this article "Christmas" shall be defined as December 24th, 25th, and 26th and "New Year's" shall be defined as December 31st, and January 1st, and 2nd. This provision shall not apply to any unit where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

Nurses shall indicate their preference for either Christmas or New Years off on a posted request sheet by October 15th. Should a conflict occur regarding the preference of having either Christmas or New Years off, the decision will be based on the previous years schedule in order to allow nurses to be off on altering Christmas and New Years. In the event that both employees were off on the same holiday in the previous year, seniority shall be the governing factor.

F-6 Vacation

Prior to leaving on vacation nurses shall be provided with the date and time on which to report for work following vacation. It will be the responsibility of the nurse to obtain this information from the nursing office.

ARTICLE G - SCHEDULING - 11.25 HOURS

G-1 Introduction of Extended Tours

(a) Extended tours shall be introduced into any unit when:

- i) seventy-five percent (75%) of the nurses in the unit so indicate by secret ballot; and
- ii) the Health Centre agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.

(b) Extended Tours may be discontinued in any unit when:

- i) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
- ii) the Health Centre because of

- (A) adverse effects of patient care
 - (B) inability to provide a workable staffing schedule
 - (C) states its intention to discontinue extended tours in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

G-2 Extended Tour - Scheduling Regulations

- (a) Full-time
- i) Master rotations including an individual nurses position within a master, will not be changed without first informing the nurse and bargaining unit president and or designate.
 - ii) Not more than four (4) consecutive extended night tours or three (3) consecutive extended day tours of work will be required or premium pay will apply. The Employer may schedule one 7.5 hour tour in conjunction with the three (3) consecutive extended day tours.
 - iii) The Health Centre will endeavour to schedule a nurse for a day shift prior to the nurse's weekend off. The Health Centre agrees that a weekend will be defined as sixty (60) hours from the completion of the Friday tour until the commencement of the Monday tour.
 - iv) The Health Centre undertakes to use its best effort consistent with proper management of the Health Centre to ensure that days off may be taken consecutively and days off rotated so as to effect an equal distribution among the full-time nurses.
 - v) A request for a change in posted schedule must be submitted twenty-four (24) hours, in advance, in writing, by the nurse requesting the change, and co-signed by the nurse willing to exchange days off or tours of duty. Such exchange will not result in premium pay.
 - vi) The Health Centre will endeavour as far as reasonably possible to provide some day tours when available.
- (b) Part-time

- i) Not more than three (3) consecutive extended tours of work will be required or premium pay will apply. The Employer may schedule one 7.5 hour tour in conjunction with the three (3) consecutive extended day tours
 - ii) Employer agrees to schedule regular part-time nurses according to their commitment on the posted schedule subject to their being orientated to the area and subject to it not creating a premium situation.
 - iii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses who do not have their commitment.
 - iv) Where all regular part-time nurses have been given the opportunity to work up to their committed hours, extra tours will then be offered to regular part-time nurses on the basis of seniority.
 - v) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority.
- (c) Tour schedules shall be posted, except in cases of emergency, two (2) weeks in advance and shall cover a six (6) week period or full time nurses will be paid premium pay on the first tour of the new schedule. Requests for specific days off are to be submitted, in writing, at least two (2) weeks in advance of posting.
- (d) Every second weekend will be required off.

G-3

Christmas and New Years

The scheduling regulations will not operate during the period December 15th to January 15th. The employer will endeavour to schedule every other weekend off. A nurse shall be scheduled off duty for a period of not less than five (5) consecutive days, either at Christmas or New Year's or premium pay will apply. For the purpose of this article "Christmas" shall be defined as December 24th, 25th, and 26th and "New Year's" shall be defined as December 31st, and January 1st, and 2nd. This provision shall not apply to any unit where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

Nurses shall indicate their preference for either Christmas or New Years off on a posted request sheet by October 15th. Should a conflict occur regarding the preference of having either Christmas or New Years off, the decision will be based on the previous years schedule in order to allow nurses to be off on altering Christmas and New Years. In the event that both employees were off on the same holiday in the previous year, seniority shall be the governing factor.

G-4

Vacation

Prior to leaving on vacation nurses shall be provided with the date and time on

which to report for work following vacation. It will be the responsibility of the nurse to obtain this information from the nursing office.

- G-5 Any violation of the above scheduling regulations contained in this Article shall result in premium payment.
- G-6 Agreement to work additional tours or change tour of duty will not be construed to be a waiver of premium pay where applicable.
- G-7 If possible, schedules will be developed by mutual consensus between the Union and Management.

ARTICLE H - PART-TIME COMMITMENT

- H-1 Regular part-time nurses must be available as required by the Health Centre in accordance with the following:
 - (a) Available to work every second weekend.
 - (b) Available to work days, evenings and night duty.
 - (c) Available to work as scheduled on any tour -
 - i) Christmas (December 24th, 25th, 26th)
 - or
 - ii) New Year`s (December 31st, January 1st, 2nd).
 - (d) Available for work 33.75 hours per pay period. The commitment for regular part-time nurses may be averaged over a four (4) week period (i.e. 67.5 hours over four (4) weeks) and shall be a combination of 4, 7.5 and 11.25 hour tours.
- H-2 The Health Centre will endeavour to equally distribute four (4) hour shifts among those nurses who are orientated to the units requiring four (4) hour tours. Where four hour tours (4) are required,
 - (a) Nurses working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
 - (b) No part-time nurse will be scheduled solely on tours which are comprised of four (4) hours in any pay period, except where such arrangements are requested by the nurse.
 - (c) Nurses working tours comprised of less than 7.5 hours, shall not be scheduled to work more than seven (7) consecutive tours. If a nurse is required to work on a eighth (8th) consecutive and subsequent tour, then

she/he will receive premium pay for each tour so worked until a day off is scheduled.

- (d) An Employee who is required to work additional hours on a tour of less than 7.5 hours will receive premium pay for all hours worked in addition to the regular scheduled tour of less than 7.5 hours.

ARTICLE I - PAID HOLIDAYS

I-1 Full-Time

The Health Centre recognizes the following designated holidays as referred to in Article 15.01 for all full-time nurses:

January 1st	1st Mon. in June	December 25th
3 rd Monday in February	July 1st	December 26th
Good Friday	Civic Holiday	
Easter Monday	Labour Day	
Victoria Day	Thanksgiving Day	

I-2 Full-Time

When a full-time nurse is entitled to a day or lieu day as provided for in Article 15.04 (a), (b) and 15.05, such day shall be scheduled at a mutually agreeable time. The nurses will co-operate with requests for lieu days as outlined in F-1 (a).

Such mutual agreement will allow for the accumulation of three (3) lieu days, which may be taken as three (3) 7.5 hour tours or two (2) 11.25 hour tours. These accumulated lieu days must be taken within ninety (90) days at a mutually agreeable time or payment shall be made in accordance with Article 15.03.

Should the nurse request and be unable to take lieu days in accordance with the above, due to operational needs, an additional forty-five (45) days will be allowed prior to pay out.

I-3 Part-Time

If part-time nurses are scheduled to work the weekend before a holiday, the Health Centre will endeavour to schedule the nurse to work the holiday and vice versa, with the condition that it does not create a premium situation.

ARTICLE J - VACATION SCHEDULING

- J-1 (a) Prime time vacation request sheets shall be posted by March 1 of each year and will be removed by March 31. If no vacation allotment is indicated, the vacation will be scheduled by mutual agreement between the employee and their Manager.
- (b) Prior to leaving on vacation, nurses shall be notified of the date and time on

which to report for work following vacation.

- (c) Consistent with efficiency of management of the Health Centre, nurses shall be given preference with respect to their vacation periods in accordance with seniority. Nurses will be limited to taking a maximum of two (2) consecutive weeks of vacation time during prime time (defined as July 1st to August 31st inclusive).
- (d) Vacation time will not be scheduled between December 15th and January 15th inclusive.
- (e) During the prime time periods, leaves of absence will not be allowed to extend vacation time.
- (f) It is understood and agreed that vacations are not necessarily continuous and that not more than one (1) full-time and one (1) part-time employee per unit will take vacation at the same time. However, the Health Centre will endeavor to accommodate the wishes of the employees with respect to the choice of vacation dates. Following the posting of the approved vacation schedule May 15th, in the event that the full-time part-time quota is not utilized, two of either full-time or part-time will be allowed off at one time. Additional vacation requests will be granted when operationally feasible.

J-2 Full-Time

Nurses shall have the privilege of taking seven (7) days vacation for six (6) months' service out of their vacation allowance.

J-3 The Health Centre will allow nurses to take single vacation days off.

J-4 Part-Time

Vacation pay for part-time nurses will be paid in a lump sum on the first pay in December and June of each year.

- J-5 (a) Posting of hours of work and schedules for periods during prime time (defined as June 15 - September 15 inclusive) shall be posted one (1) month in advance of the start of the prime time period and shall cover the entire prime time period.
- (b) Posting of hours of work and schedules for periods during prime time (defined as December 15th – January 15th inclusive) shall be posted November 1st and shall cover the entire prime time period.

ARTICLE K - BULLETIN BOARD

K-1 The Health Centre shall provide a bulletin board for the use of the Association.

ARTICLE L - ASSOCIATION LEAVE (BUSINESS)

L-1 The Health Centre, upon two (2) weeks' notice from the Association, may grant leave of absence to nurses appointed by the Association to attend Association functions, provided the number of nurses on such leave does not exceed two (2) at any one time. The total time of absence of all nurses granted under this clause shall not exceed an aggregate of forty-five (45) days in a calendar year. The Association will endeavour to provide as much notice as possible.

L-2 LOCAL COORDINATOR LEAVE

The Health Centre agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

ARTICLE M - PAYROLL POLICIES

M-1 Pay cheques are to be issued through the bank of the employee's choice every second Thursday, covering the two (2) week period ending the preceding Saturday midnight. Deductions will be listed on the cheque stub.

ARTICLE N - SICK LEAVE

N-1 Except in extenuating circumstances a nurse must notify the supervisor on duty at least two (2) hours prior to the day shift and two (2) hours prior to the evening or night shift, if they are unable to report for work as scheduled.

Nurses who are on sick leave shall notify the supervisor on duty a minimum of twenty-four (24) hours prior to their intention to return to work.

N-2 The Health Centre will notify the Local Association in writing, quarterly, identifying the number of nurses who have been assaulted in the line of work. No confidential information will be released.

ARTICLE O - PRE-PAID LEAVE PLAN

O-1 The Health Centre agrees to approve the application of one (1) full-time and one (1) part-time nurse annually for the Pre-Paid Leave Plan in accordance with the conditions of the central Collective Agreement.

ARTICLE P - JOB SHARING

P-1 Full-Time

The Health Centre 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 Management.
- (c) The above schedule shall conform with the scheduling provisions for full-time nurses.
- (d) Each job sharer may exchange shifts with his or her partner, as well as with 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.
- (f) Job sharers will be classified as Regular Part-time nurses.
- (g) Coverage:
 - i) It is expected that both job sharers will cover each other`s incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Collective 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 unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

- (h) 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.
- (i) Any incumbent full-time nurse wishing to share his or her position, may do so without having his or 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.

- (j) If one of the job-sharers leaves the arrangement, his or 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 or he is qualified. If the nurse does not continue full-time, the position must be posted in accordance with the Collective Agreement.

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 Q - GENERAL

- Q-1 The Health Centre will provide scrub uniforms in the O.R. The uniforms will remain the property of the Health Centre.
- Q-2 The Health Centre will consider full-time nurses for temporary full-time vacancies in accordance with Article 10.06 (d).
- Q-3 Notification to Unsuccessful Job Applicants.
- The parties agree that any unsuccessful candidate for a ONA job positing will be notified, in writing, within two (2) week of the decision being made.
- The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.
- Q-4 The Health Centre will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of an incident while performing his or her work, in accordance with its policy on Violence in the Workplace.
- Q-5 A part-time nurse shall be permitted to bank premium pay to which they are entitled in accordance with Article 14.09.

ARTICLE R - WORKPLACE SAFETY INSURANCE BOARD (W.S.I.B.) AND REINSTATEMENT

- R-1 (a) The Health Centre will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or LTD.
- The Health Centre will provide to the Union a monthly list of all bargaining unit members on modified work programs at the beginning of each month.

- (b) When it has been medically determined that an employee is unable to return to his or her position due to a permanent disability, the Health Centre will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Health Centre agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board

ARTICLE S - VIOLENCE IN THE WORKPLACE

- S-1 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.
- S-2 The parties agree that if incidents involving aggressive patient action occur, such action will be reduced and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Health Centre-Association Committee will include aggressive patients.
- S-3 The Employer shall notify the Union within three (3) days of any employee who have been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.
- S-4 When an employee, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the employee.

The employee will endeavour to present her or his 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.

ARTICLE T - RETURN TO WORK PROGRAM

- T-1 The Health Centre and the Association are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Health Centre and to meeting the parties' responsibilities under the law.

To that end, the Health Centre and the Association agree to cooperate in facilitating the return to work of disabled employees.

Further, employees subject to a Modified Return to Work Program will have the opportunity to have a Union representative present when discussions occur with the Occupational Health Nurse concerning the establishment of their modified program. Management will also be given the opportunity to attend such meeting.

Employees subject to a permanent Workplace Accommodation will have the opportunity to have a Union representative present when discussions occur with the Occupational Health Nurse concerning their accommodation. Management will also be given the opportunity to attend such meeting.

ARTICLE W – PAID PROFESSIONAL LEAVE DAYS

W-1 Each nurse shall be entitled to up to one (1) paid professional development day per calendar year. The nurse shall provide the Health Centre with as much notice as is practicable to ensure that replacement staff are provided.

The nurse shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and any other expenses that will be paid by the employer.

Additional requests can be submitted for consideration.

Any concerns arising from granting of such days shall be discussed under the professional development section of the ONA – Management Committee.

LETTER OF UNDERSTANDING

Between:

BLIND RIVER DISTRICT HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Standby/On Call Guidelines

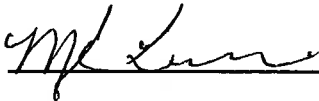
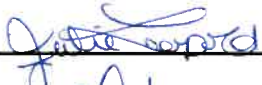

The parties agree that the following conditions will apply to all nurses working in the acute care and outpatient services departments in the Blind River District Health Centre.


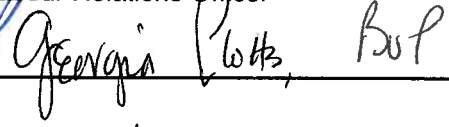
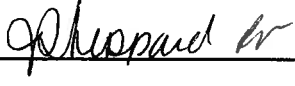
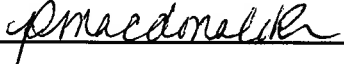
1. All provisions of the local collective agreement under Article E will apply.
2. Members of the Ontario Nurses' Association have agreed to self-schedule on-call shifts.
3. Scheduled on-call shifts will be posted in accordance with the local agreement.
4. All full-time and part-time Registered Nurses will be on-call on a rotational basis.
5. All full-time and part-time Registered Nurses will not be scheduled for on-call during their weekend off or while on vacation.
6. On-call shifts shall be equitably distributed between all full-time and part-time nurses.

DATED AT Blind River, ONTARIO THIS 8 DAY OF January, 2009.

FOR THE HEALTH CENTRE

FOR THE UNION


 Labour Relations Officer




LETTER OF UNDERSTANDING

Between:

BLIND RIVER DISTRICT HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Health and Safety Language

The undersigned and representatives of both the Employer and the Union agree to the following Health and Safety language (as attached):

1. Musculoskeletal Injury Prevention and Control;
2. Needle Stick and Sharps Injuries;
3. Violence in the Workplace;
4. Early and Safe Return to Work.

This language will be reviewed by the Joint Health and Safety Committee.

Musculoskeletal Injury Prevention and Control

1. The hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
2. At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
3. The review and revision shall be done more frequently than annually if,
 - (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - (b) there is a change in circumstances that may affect the health and safety of an employee.
4. The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

Needle Stick and Sharps Injuries

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

Violence in the Workplace

1. Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
2. The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situation and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
3. The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
4. The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
5. The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.
6. The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

Early and Safe Return to Work

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

1. A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive

pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium. The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:

- (a) Employees absent from work because of disability who are in receipt of Workplace Safety and Insurance Board benefits.
 - (b) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked.
 - (c) Employees who required temporary or permanent accommodation in the workplace.
2. It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
 3. The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union will advise the RWC as soon as possible when return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
 4. The Hospital will advise the Union of offers permanent accommodation within or outside the bargaining unit.
 5. The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
 6. The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
 7. Before posting, the Hospital's Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disable employee who requires accommodation but cannot return to their home unit.
 8. Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
 9. Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.

MEMORANDUM OF AGREEMENT

Between:

**BLIND RIVER DISTRICT HEALTH CENTRE
(the "Employer")**

And:

**ONTARIO NURSES' ASSOCIATION
(the Union")**

Re: Nurse Practitioner

The parties agree to the following:

1. Nurse Practitioner positions in any of the Health Centre's operations will be included in the bargaining unit in accordance with Article A-1;
2. The Wage scale for Nurse Practitioner's will be as follows:

	<u>Effective April 1, 2007</u>	<u>Effective April 1, 2008</u>
Start	\$42.27	\$43.64
1 Year	\$42.35	\$43.73
2 Years	\$42.35	\$43.73
3 Years	\$42.99	\$44.39
4 Years	\$44.03	\$45.46
5 Years	\$45.97	\$47.46
8 Years	\$46.08	\$47.58
25 Years	\$46.90	\$48.42

3.
 - (a) Nurse Practitioner/R.N.E.C. will be compensated on the basis of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours.
 - (b) Due to the nature of the work of the Nurse Practitioner/R.N.E.C. there will be flexible scheduling of hours in accordance with his/her patient load. The Nurse Practitioner/R.N.E.C. will adjust his/her schedule to compensate for the variations in that load. Any need for overtime compensation or any self-scheduling that would result in an additional cost to the Employer will be discussed with his/her manager prior to it being incurred.
 - (c) Hours worked in excess of one thousand nine hundred and fifty hours (1,950) hours will be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Nurse Practitioner/R.N.E.C. and his/her manager. The Nurse Practitioner/R.N.E.C. and his/her manager will review the hours of work on a quarterly basis to monitor compliance. Should a

Nurse Practitioner/R.N.E.C. be unable, due to patient care responsibilities, to utilize time in lieu, arrangements will be made with the manager to address this situation. This may include the payout of time in lieu bank at the appropriate rate.

- 5. The Health Centre will begin deducting dues in accordance with Article 5 upon the signing of this agreement for all RN with extended class.

Whereas, a Nurse Practitioner has been employed at the Blind River District Health Centre prior to the following agreement, Ms. Agnihotri, Registered Nurse – Extended Class, will have her terms and conditions of employment captured in the minutes of settlement for Grievance 07-01.

DATED AT Blind River, ONTARIO THIS 8 DAY OF January, 2009.

FOR THE HEALTH CENTRE

[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer
Georgia Hott, BUP
[Signature]
[Signature]