

COLLECTIVE AGREEMENT

Between:

MIC's GROUP OF HEALTH SERVICES
(Anson General Hospital, Lady Minto Hospital and Bingham Memorial Hospital)
(hereinafter referred to as the "Employer")

And:

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

EXPIRY: March 31, 2011

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APPENDIX 3**SALARY SCHEDULE**

REGISTERED NURSE			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
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

HEAD NURSE			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
Start	\$29.63	\$30.52	\$31.44
1 Year	\$30.04	\$30.94	\$31.87
2 Years	\$30.50	\$31.42	\$32.36
3 Years	\$31.95	\$32.91	\$33.90
4 Years	\$33.42	\$34.42	\$35.45
5 Years	\$35.26	\$36.32	\$37.41
6 Years	\$37.11	\$38.22	\$39.37
7 Years	\$39.00	\$40.17	\$41.38
8 Years	\$41.79	\$43.04	\$44.33
25 Years	\$42.51	\$43.79	\$45.10

INSERVICE EDUCATOR			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
Start	\$29.47	\$30.35	\$31.26
1 Year	\$29.89	\$30.79	\$31.71
2 Years	\$30.40	\$31.31	\$32.25
3 Years	\$31.88	\$32.84	\$33.83
4 Years	\$33.40	\$34.40	\$35.43
5 Years	\$35.30	\$36.36	\$37.45
6 Years	\$37.19	\$38.31	\$39.46
7 Years	\$39.08	\$40.25	\$41.46
8 Years	\$41.88	\$43.14	\$44.43
25 Years	\$42.61	\$43.89	\$45.21

ER/OR/IN-CHARGE			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
Start	\$29.42	\$30.30	\$31.21
1 Year	\$29.77	\$30.66	\$31.58
2 Years	\$30.17	\$31.08	\$32.01
3 Years	\$31.58	\$32.53	\$33.51
4 Years	\$33.00	\$33.99	\$35.01
5 Years	\$34.76	\$35.80	\$36.87
6 Years	\$36.53	\$37.63	\$38.76
7 Years	\$38.33	\$39.48	\$40.66
8 Years	\$40.95	\$42.18	\$43.45
25 Years	\$41.67	\$42.92	\$44.21

UNIT MANAGER			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
Start	\$29.05	\$29.92	\$30.82
1 Year	\$29.48	\$30.36	\$31.27
2 Years	\$29.90	\$30.80	\$31.72
3 Years	\$31.34	\$32.28	\$33.25
4 Years	\$32.81	\$33.79	\$34.80
5 Years	\$34.63	\$35.67	\$36.74
6 Years	\$36.48	\$37.57	\$38.70
7 Years	\$38.31	\$39.46	\$40.64
8 Years	\$41.04	\$42.27	\$43.54
25 Years	\$41.76	\$43.01	\$44.30

APPENDIX 4

SUPERIOR CONDITIONS

ANSON GENERAL HOSPITAL

NOTE 10.03 Seniority for a part-time employee will be credited to the date of last hire on the basis of:

- (a) prior to April 1982, 125 tours equivalent to one (1) year of seniority;
- (b) after April 1982, 200 tours equivalent to one (1) year of seniority.

Ambulance Escort

NOTE: 14.11 (a) Nursing staff escorting patients on Medivacs and returning immediately will be reimbursed at the rate of time and one-half for the duration of the transfer. For purposes of calculation, time paid will commence when the employee enters the Hospital to prepare for the transfer. Similarly, the transfer will be deemed completed when the employee leaves the Hospital to return home.

- (b) In the event that an employee is called and a transfer time arranged following which a delay is encountered, the employee will be reimbursed at straight time for the waiting period prior to her arrival at the Hospital. Payment of this nature would only be approved in the event inconvenience is caused to the employee as a result of our inability to confirm a definite departure time.
- (c) In the event a new departure time is established later in the day, allowing the employee to carry on normal activities, waiting time will not be paid.
- (d) Unexpected overnights as a result of poor weather conditions or flight arrangements will be paid at time and one-half for the duration of the trip, less sleep time.

APPENDIX 4**SUPERIOR BENEFITS**
FULL TIME
LADY MINTO HOSPITAL**AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981**Clause #21.01
Central Award
(Full-time)

Applicable Clause from existing Collective Agreement.

5.05 Note: 6.02 The Hospital will remit monthly, to the Ontario Nurses' Association the amount of dues deducted, accompanied by a list of the names, addresses and social insurance numbers of the employees from whom dues have been deducted. It will provide for the names of employees who have been added to or deleted from the list in any given month.

12.02 24.02 Cashout

Employees with two (2) years of continuous service who terminate their services for any reason will be allowed to cash-out fifty percent (50%) of their sick leave bank.

Note: In the previous sick leave plan, employees covered by the Collective Agreement accumulated sick leave credits on the basis of one and one-half (1½) days per month to a maximum accumulation of one hundred and twenty (120) days.

14.11 Note: Schedule A.10

<u>Circumstances</u>	<u>Salary</u>	<u>Expenses</u>
1. Escort to Toronto Hospital and return	24 hours Straight time	Necessary
2. Escort to Toronto Hospital returning at escort's choice	24 hours Straight time	Necessary Return Fare No extra expenses
3. Escort to North Bay and return	12 hours	Necessary Straight time
4. Escort to Sudbury and return	16 hours Straight time	Necessary
5. Escort to Kirkland Lake and return	6 hours Straight time	Necessary
6. Escort to Timmins and return	4 hours Straight time	Necessary

APPENDIX 4
SUPERIOR BENEFITS - PART-TIME
LADY MINTO HOSPITAL

AWARDED BY THE CENTRAL ARBITRATION AWARD DATED October 23, 1981

Clause #20.01

Central Award (Part-time)	Applicable Clause from existing Collective Agreement
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5.05	Note: 6.02	The Hospital will remit, to the Ontario Nurses' Association, the amount of dues deducted, accompanied by a list of the names, addresses, and social insurance numbers of the employees from whom dues have been deducted. It will provide for the names of employees who have been added to or deleted from the list in any given month.
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10.09	Note: 11.02	<u>Seniority List</u>
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A seniority list shall be established for all employees covered by this Agreement who have completed their probationary period.

Four (4) copies of the seniority list will be filed with the Union after the execution of the Agreement and a revised list will be supplied annually thereafter. Upon receipt of the list the Union shall have 30 days in which to file complaints or notice of errors. If no such complaint or notice of errors is filed within the prescribed time it is deemed that the seniority list as posted is correct.

16.01	Note:	Casual part-time employees shall be paid at six per cent (6%) of earnings and shall be entitled to three (3) weeks time off annually after completion of each year of service.
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14.10 Note	Schedule A.10 <u>Circumstances</u>	<u>Salary</u>	<u>Expenses</u>
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1.	Escort to Toronto Hospital and return	24 hours Straight time	Necessary
2.	Escort to Toronto Hospital returning at escort's choice	24 hours Straight time	Necessary Return Fare No extra expenses
3.	Escort to North Bay and return	12 hours	Necessary Straight time
4.	Escort to Sudbury and return	16 hours Straight time	Necessary
5.	Escort to Kirkland Lake and return	6 hours Straight time	Necessary
6.	Escort to Timmins and return	4 hours Straight time	Necessary

APPENDIX 5 - LOCAL PROVISIONS

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Ontario Nurses' Association as the sole bargaining agent of all Registered Nurses and Nurses with a Temporary Certificate of Registration employed in a nursing capacity by The MIC's Group of Health Services at Anson General Hospital and South Centennial Manor in Iroquois Falls, at Bingham Memorial Hospital in Matheson and at The Lady Minto Hospital in Cochrane, save and except supervisors, and persons at and above the rank of Program Manager.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Union 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 Union acknowledges that it is the exclusive right of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, discharge and suspend or otherwise discipline employees, provided that a claim by an employee that she/he has been discharged or otherwise disciplined without 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 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 employer is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

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

ARTICLE C - UNION COMMITTEES AND REPRESENTATIVES

C-1 Union Representatives

The employer will recognize one (1) site representative/Bargaining Unit President at each hospital site (Anson General Hospital/South Centennial Manor, Lady Minto Hospital, Bingham Memorial Hospital) and one steward for each area of work/department.

C-2 Negotiating Committee

In accordance with Article 6.02 (a) there shall be a Negotiating Committee of not more than six (6) bargaining unit members, of which, one (1) full-time and one (1) part-time members are from each site (Anson General, Bingham Memorial and Lady Minto Hospitals) with three (3) of them being the Bargaining Unit President and Site Representatives.

C-3 Grievance Committee

In accordance with Article 6.02 (b), the employer will recognize a Grievance Committee of three (3) bargaining unit members for each hospital site (Anson General/South Centennial Manor, Bingham Memorial and Lady Minto Hospital).

C-4 Hospital-Association Committee

In accordance with Article 9.02 (a), there shall be a Hospital Association Committee of up to six (6) bargaining unit members, of which, one (1) full-time and one (1) part-time members are from each site (Anson General, Bingham Memorial and Lady Minto Hospitals) with three (3) of them being the Bargaining Unit President and Site Representatives.

C-5 Occupational Health and Safety Committee

The employer will recognize one (1) Certified ONA OHS representative at each building (AGH, BMH, LMH, SSM), and one alternate representative for the Joint Occupational Health and Safety Committee.

C-6 Professional Development Committee

In accordance with Article 9.02(a), there shall be a Professional Development Committee (ONA Education Committee) of up to six (6) bargaining unit members, of which, one (1) full-time and one (1) part-time members are from each site (Anson General, Bingham Memorial and Lady Minto Hospitals) with one being the Bargaining Unit President.

C-7 Union Interview

The interview period as provided for in Article 5.06 will be scheduled during the new employee's orientation period.

C-8 The Bargaining Unit President and each site representative, or designate, will be paid at her/his regular straight time hourly rate for time spent in meetings arranged or requested by the employer which occur outside her/his 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). The Bargaining Unit President and each site representative will notify the Employer of her/his designate in advance.

ARTICLE D – SENIORITY

D-1 A copy of the seniority list as at the last pay period in December and June will be provided by February 15th and August 15th of each year respectively.

ARTICLE E – LEAVES OF ABSENCE

E-1 As provided for in Article 11.02, the cumulative total leave of absence for all employees, including full-time and part-time employees, shall be forty-five (45) tours at each hospital site (AGH, LMH, BMH) per calendar year subject to the following conditions:

- (a) The Union will, if possible, notify the employer in writing three (3) weeks in advance of the requested leave.
- (b) No more than two (2) employees at the Anson General site, two (2) employees at the Bingham Memorial site and two (2) employees at the Lady Minto site shall be absent at any one time.

E-2 The Employer will grant a leave of absence of forty-five (45) tours during the calendar year for the Local co-ordinator exclusive of E-1 above.

ARTICLE F – BULLETIN BOARDS

F-1 The Hospital will provide a bulletin board for the posting of notices related to Union business at each site.

ARTICLE G – HOURS OF WORK

G-1 GENERAL SCHEDULING PROVISIONS

- (a)
 - i) Schedules will be posted two (2) weeks in advance and cover a six (6) week period. The Union is entitled to make a photocopy of the posted schedule.
 - ii) Master schedules shall first be submitted to the Hospital-Association Committee for discussion, before changes are made and only changes discussed with the Committee shall be implemented by the Hospital.
- (b) A request by an employee for a change of scheduled working hours must be submitted in writing and co-signed by the employee willing to exchange tours, with twenty-four (24) hours notice. Such change initiated by the employee will not result in additional cost to the Hospital and will be subject to the Director of Nursing or the designate's approval. If a weekend shift including Monday is involved, such request will be received by Friday morning. Such change will not be unreasonably denied.
- (c) Requests for specific days off are to be submitted, in writing, at least one week (1) in advance of posting.

- (d) Nurses working in Clinics, Chemotherapy and PAC units etc., must ensure all their hours are documented on the time sheet as soon as possible.
- (e) No split tours will be scheduled.
- (f) The first shift of the day will be the day shift.
- (g) Nurses can bank lieu time off in accordance with Article 14.09. Such banked time can be accumulated up to seventy-five (75) hours a year (January to December) to be taken at a mutually agreeable time before March 31st of the following year or payment shall be in accordance with Article 14.09.
- (h) Nurses who are accepted to work at an alternate site will be provided with an orientation as per Article 9.03 of the Central collective agreement.
- (i) As per Article 14.02, actual hours worked on change over to/from Daylight Savings Time will be hours paid to the employee.

G-2

REGULAR PART-TIME NURSES

(a) Regular Part-time Commitment

All regular part-time employees must make the following commitment to be available for work on a regular pre-determined basis as referred to in clause 2.05 of the Collective Agreement.

- i) available to work every second weekend for extended tours and available to work two out of three weekends for regular tours;
- ii) available to work days, evenings and/or nights;
- iii) available to work as scheduled over either the Christmas or New Year's period subject to Article G-4 (d) and G-6 (d) of the Christmas scheduling provisions.
- iv) available to work at least forty-five (45) hours bi-weekly per pay period.

The commitment that a regular part-time employee must make as specified herein is no guarantee that the employee will be scheduled to work according to this commitment nor is it a restriction on the employee as to the maximum time worked.

(b) Part-Time Scheduling

- i) The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule of their unit.
- ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees on that unit

who have not been offered their commitment of shifts provided the nurse is qualified to perform the available work.

- iii) Where all regular part-time employees have been given the opportunity to work up to their committed tours in that pay period, extra tours will then be offered to regular part-time employees, then job-sharers on the basis of seniority.
 - iv) Where no regular part-time employee is willing to perform the available work, the tour will be offered to Category B nurses then casual part-time employees on the basis of seniority.
 - v) Where all available part-time employees would be in a position of premium pay, part-time staff will be offered the available tour according to ii) iii) and iv) above.
 - vi) When no part-time employee is willing to perform the available work, the tour will be offered to full-time employees on the basis of seniority.
 - vii) The employer will endeavour to schedule all available Day shifts equitably among the part-time staff at their respective hospital site and unit.
- (c) A request by the employee to be scheduled for their commitment only must be submitted in writing, twice yearly on April 1st and September 1st.

G-3

Tours of less than 7.5 hours

Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours):

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
- (c) Employees working tours comprised of less than 7.5 hours shall not be scheduled to work more than five (5) consecutive tours without her/his consent.
- (d) There shall be an equitable distribution of tours of less than 7.5 hours among the part-time employees in each unit, unless a position has been posted and filled by individuals agreeing to work such assigned tours.
- (e) The Hospital shall ensure that all provisions of the collective agreement apply should the shift become seven and one half (7.5) hours or more.

G-4 Scheduling regulations for 7.5 Hours Tours(a) General scheduling

- i) The Hospital agrees that it will not require an employee to work a schedule of more than seven (7) consecutive days without her/his consent.
- ii) At least two (2) consecutive tours will be scheduled off between shift changes. A shorter period of time off may be agreed upon by mutual consent.
- iii) At least forty-eight (48) hours time off will be scheduled following the night shift when changing schedules to either the day shift or the evening shift.

Regular part-time nurses may be scheduled thirty-two (32) hours time off following the night shift when changing schedules to the evening shift. This practice will be kept to a minimum.

- iv) An employee will not be scheduled to change shifts more than once during a work week.

(b) Weekend definition

For the purpose of this section, a weekend is defined as any period of fifty-six (56) consecutive hours during the period following completion of the Friday day tour until commencement of the Monday day tour.

(c) Weekend scheduling

Effective April 1, 2007, a nurse will receive premium pay in accordance with Article 14 for all hours worked on a third and consecutive weekend, save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- ii) such employee has requested only weekend work; or
- iii) such weekend is worked as the result of an exchange of shifts with another employee; or
- iv) when specific nursing units have mutually agreed to do otherwise.

Note: Nurses at Lady Minto Hospital who currently enjoy the superior benefit of every second weekend off shall retain this benefit until they resign or retire.

(d) Christmas scheduling

If a full-time/regular part-time employee works at Christmas or New Year's she/he shall be scheduled at least five (5) consecutive days off over the holiday not worked. The Hospital will attempt to schedule seven (7) consecutive days off. Employees must request either Christmas or New Year's time off by October 15th.

Christmas time off will include Christmas Eve Day, Christmas Day and Boxing Day until day shift December 27th, and New Year's time off will include New Year's Eve Day and New Year's Day and January 2nd evening shift inclusive. Unless otherwise requested by the employee and accommodated by the Hospital, the Christmas and New Year's holidays will be taken alternately each year.

The scheduling provisions set out herein may be waived between December 15th and January 7th to provide for Christmas and New Years scheduling. The shift schedule shall be posted by November 1st.

- (e) Should the Hospital break the scheduling regulations in the above Article G-4, premium pay will be paid to the employee(s) for all hours worked on the shift involved as outlined in Article 14.

G-5 Voting Process for Extended Tours

(a) Implementation

Extended tours shall be introduced into any unit when:

- i) seventy percent (70%) of the employees, at that site, so indicate by secret ballot; and
- ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.

(b) Discontinuation

Extended tours may be discontinued in any unit when:

- i) fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
- ii) the Hospital because of:
 - A) adverse affects on patient care,
 - B) inability to provide a workable staffing schedule, states its intention to discontinue the compressed work week in the schedule,
 - C) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

When notice of discontinuation is given by either party in accordance with B) above:

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

G-6

Scheduling for Extended Tours

(a) General scheduling

- i) Employees will not be required to work more than three (3) consecutive extended tours. If an employee works four (4) or more consecutive tours, these tours will result in premium payment by the hospital. Such premium will not apply if it is a result of an exchange of tour with another employee.
- ii) At least two (2) consecutive tours will be scheduled off between shift changes.
- iii) For full-time nurses, at least forty-eight (48) hours time off will be scheduled following the night shift when changing schedules to the day shift.

For part-time nurses, the employer will schedule at least thirty-two (32) hours time off following the night shift when changing schedules to the day shift, but will endeavour to schedule at least forty-eight (48) hours.

- iv) At least twelve (12) hours will be scheduled off between shifts.
- v) Not more than two (2) consecutive weeks will be scheduled on nights unless otherwise mutually agreed upon.

(b) Weekend Definition

For the purpose of this section, a weekend is defined as any period of sixty (60) consecutive hours following the Friday day tour to the Monday day tour inclusive.

(c) Weekend Work

A nurse will receive premium pay in accordance with Article 14 for all hours worked on a second and subsequent consecutive weekend, save and except where:

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

- iii) such weekend is worked as the result of an exchange of shifts with another employee; or
- iv) when specific nursing units have mutually agreed to do otherwise.

(d) Christmas Scheduling

If a full-time/regular part-time employee works at Christmas or New Year's she/he shall be scheduled at least six (6) consecutive days off over the holiday not worked. The Hospital will attempt to schedule seven (7) consecutive days off. Employees must request either Christmas or New Year's time off by October 15th.

Christmas time off will include Christmas Eve Day, Christmas Day and Boxing Day until day shift December 27th, and New Year's time off will include New Year's Eve Day and New Year's Day and January 2nd. Unless otherwise requested by the employee and accommodated by the Hospital, the Christmas and New Year's holidays will be taken alternately each year.

The scheduling provisions set out herein may be waived between December 15th and January 7th to provide for Christmas and New Years scheduling. The shift schedule shall be posted by November 1st.

- (e) Should the Hospital breach the scheduling regulations in the above Article G-6, premium pay will be paid to the employee(s) for all hours worked on the shift involved as outlined in Article 14.

G-7 Category B- Regular Part-time Nurse commitment

- (a) The parties agree to a second category of regular part-time nurse whose commitment to the Hospital at the time of posting shall be:
 - i) is available to work three (3) tours on every six week schedule.
 - ii) is available to work day, evening or night shifts (regular tours and extended tours)
 - iii) is available to work the full year less five weeks (5) in which she is not available to work.

G-8 Reassignment

In accordance with the provisions set out in Article 10.07(g) and 10.08 (a), the parties agree that re-assignment of a nurse from her home unit to an alternate MIC's hospital site (AGH, BMH, LMH) will occur bearing in mind the following principles:

- (a) Patient care and safety requirements are the first priority;
- (b) The Hospital will not normally reassign probationary employees;
- (c) The Hospital will re-assign nurses subject to the nurses' having the required knowledge, skill and ability.

- (d) The Hospital will reassign nurses on a voluntary basis only.
- (e) Nurses who are re-assigned, subject to Article G, to an alternate site will be paid their straight time hourly rate for all time spent in transit to and from their home site.

ARTICLE H - PAID HOLIDAYS

H-1 The designation of paid holidays under Article 15.01 is as follows:

New Year's Day - Jan 1	Civic Holiday
Family Day – 3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day - Nov 11
Victoria Day	Christmas Day - Dec 25
Canada Day - July 1	Boxing Day - Dec 26

H-2 Where a full-time employee is entitled to a lieu day under Article 15.04 or 15.05, such day will be taken within a mutually agreed upon time.

Where the full-time nurses on a department have a master schedule that includes a "murphy week", the full-time nurse may take three (3) stat/lieu days at any time during the year at a mutually agreeable time provided the stat/lieu day has been earned in accordance with Article 15.

Where a full-time employee is entitled to a lieu day under Article 15.04 or 15.05, such day may be taken within ninety (90) days of the holiday at a mutually agreeable time. If the lieu day is not taken within the ninety (90) days, payment shall be made in accordance with Article 15.03.

H-3 Holiday pay shall be paid for each hour worked on the paid holiday.

H-4 The Employer will endeavour to arrange for paid holidays to be scheduled equitably among the employees regularly working on the same unit.

H-5 The Employer will endeavour, wherever possible, to ensure that regular part-time employees required to work a weekend shall also work the Statutory Holiday should the holiday fall immediately preceding or following the weekend, unless such scheduling would increase the normal staffing complement for the Unit.

ARTICLE I - VACATIONS

- I-1 (a) The vacation entitlement shall be calculated according to the vacation year.
- (b) The vacation year shall be April 1st to March 31st.
- (c) Vacations will be scheduled as follows:

- i) All requests for vacation for the period of April 1st to September 30th, except those for single days, must be submitted by February 15th. The employer will post the request for vacation on Jan 15th. The employer will then post the approved vacation list by March 15th.
 - ii) All requests for vacation for the period of October 1st to March 30th, except those for single days, must be submitted by August 15th. The employer will post the request for vacation on July 15th. The employer will then post the approved vacation schedule by September 15th.
- (d) Employees shall indicate their upcoming vacation preferences as per i) and ii) above. Where a dispute arises between employees requesting the same vacation time and such request cannot be accommodated by the hospital then seniority shall apply. Approved vacation request lists will be posted based on consideration for both full and part-time employee request. Once approved vacation lists are posted, no employee shall be allowed to bump another employee from her/his approved vacation time. Vacation request after the deadline dates of i) and ii) above will be considered and then granted on a first-come first-serve basis, not on the basis of seniority.

Note: For the year affected by the merger of the collective agreements, nurses from all sites will be allowed to use vacation on an “earned to date” basis rather than being restricted to using only vacation earned up to their current collective agreement language for vacation earned. For the year affected by the merger, the nurse will be entitled to carry over vacation time into the next vacation year.

- I-2 Prior to leaving on vacation employees shall be notified of the date and time at which to report for work following vacation if the schedule has not been posted for such a date.
- I-3 Vacations will not be scheduled for the period from December 15 to January 7. The Employer will consider written requests to cover special circumstances.
- I-4 Nurses may request vacation time off in single days or multiples thereof for a maximum of seventy-five (75) hours. Such days may be taken when practicable. Requests for full weeks of vacation will supersede the above. Full weeks of vacation are defined as seven (7) consecutive days off.
- I-5 The Employer will grant vacation requests subject to the staffing requirements of the Hospital site.
- I-6 For vacations which begin on a Monday and operate on full week basis, the Hospital shall schedule off one weekend either before or after such vacation and will endeavour to schedule both weekends off.
- I-7 Vacation pay for part-time employees shall be calculated according to Article 16.01 and shall be paid in the last pay period of March each year and shall be paid on a separate cheque.

ARTICLE J - PRE-PAID LEAVE PLAN

J-1 Two (2) employees from each hospital site (AGH/SCM, LMH, BMH) will be eligible to enrol in the prepaid leave plan each year. Maximum of one (1) full-time and one (1) part-time nurse absent per hospital site (AGH/SCM, LMH, BMH) at any time.

ARTICLE K - JOB SHARING

- K-1
- (a) The introduction of job sharing arrangements in a Unit will be subject to mutual agreement between the Union and the Hospital. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing.
 - (b) Job sharing request with regards to full-time positions shall be considered on an individual basis.
 - (c) The employees involved in job sharing are entitled to all terms of the part-time Collective Agreement except those which are modified as follows:
 - i) Schedules will conform to the scheduling provisions of the Full-time Collective Agreement. 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) employees. Such schedules will not be unilaterally imposed or changed by the employer, but once the schedules are posted they will not be changed without agreement of the Director of Nursing.
 - (d) Each job sharer may exchange shifts with her/his partner, as well as with other employees 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 employee would be required to work.

K-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 Manager or delegate must be notified to book coverage. Job sharers are not required to cover their partner in the case of prolonged or extended absences.
- (b) Job Sharer Partner's Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

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 Director of Nursing, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

K-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 employee 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.
- (c) If one of the job sharers takes a temporary position, her/his half of the job shared position will be filled in accordance with Article 10.07 (d).

K-4

Discontinuation:

- (a) 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.
- (b) Should the Hospital discontinue a job sharing arrangement and one of the job sharers is the original owner of the full-time position, this nurse will have the option of reverting to her/his full-time status or remain regular part-time. The other job sharer will revert to regular part-time.
- (c) If one of the job-sharers leaves the arrangement, the vacant position will be posted unless the originator wishes to revert to her/his previous full-time position. If there is no successful applicant to the position, the shared position will revert to a full-time position.

ARTICLE L – WORKPLACE SAFETY AND INSURANCE BOARD/LTD

L-1

- (a) The Employer will notify as soon as possible the Bargaining Unit President or the site representative of the names of all employees who go off work due to a work related injury (whether or not the employees are in receipt of WSIB Benefits) and those on LTD.
- (b) 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 Employer will notify and meet with the Health and Safety representative of the Ontario Nurses' Association and a member of the Bargaining Unit Executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board.

L-2 Modified Work/Return to Work Programs

The Employer and the Association recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) A nurse participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.
- (c) A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
- (d) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (e) In order to return a worker with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to modifications to the job or work station, reorganization of the work, provision of additional staff and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job or alternative suitable work.

ARTICLE M – MISCELLANEOUS

M-1 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01(h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

M-2 Notification of Unsuccessful Job Candidate

The parties agree that any unsuccessful candidate for an ONA posting will be verbally notified or sent a letter of the decision being made prior to the posting of the successful candidate.

M-3 Parking

Bargaining Unit members shall continue to enjoy free parking for the term of this collective agreement, providing the members park in their staff designated parking areas.

M-4 Pay cheques

The regular pay shall be bi-weekly by direct deposit. Pay stubs will be issued to the members bi-weekly on their regular day of pay.

M-5 Standby – LADY MINTO ONLY

If bargaining unit members in the OR are required to be on standby, the Employer will provide beepers free of charge when available.

M-6 Scrub Gowns

Bargaining unit members required to wear scrub gowns and/or lab coats in the OR/DEL rooms will continue to have them provided by the employer free of charge.

M-7 Voluntary Part-time Benefits

The Employer agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time nurses who participate will assume the full monthly premiums.

Any part-time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

Part-time nurses will be eligible for enrolment in benefit plans within thirty (30) days of hiring, status change and circumstance changes as per our benefit carrier agreements.

Enrolment for current part-time staff will occur within thirty (30) days of ratification of this agreement.

It is understood that any transaction would be dated the first of each and every month.

M-8 Composite Position for Senior Mental Health Community Program Nurse

- (a) The MIC's Group of Health Services has created a Regular Part-time position of Senior Mental Health Community Program Nurse that will serve as a three-community employment opportunity. The employer has been allocated funding for a 4 day/week position in Iroquois Falls to provide psycho geriatric consultation outreach services in conjunction with the Senior Mental Health program offered through the North Bay Psychiatric Hospital.
- (b) This position will be based out of Anson General Hospital for thirty (30) hours per week.
- (c) Scheduling of additional tours for this Registered Nurse will be accordance with Article G.
- (d) The incumbent will receive transportation costs for travel between the three (3) sites as per the Hospital's policy (HR-150). Travel time is work time and will be from the time that the employee leaves her home hospital to sites other than her home hospital as well as from site to site.
- (e) The general liability insurance policy of the designated employer shall provide the same insurance protection to the employee when she works at or travels between any of the three (3) sites.
- (f) In the event the contract is not renewed in the future, the individual working in the Senior Mental Health Community Program will be given notice as per Article 10.08 and 10.09 of the Collective Agreement.

M-9 Identification of Bargaining Unit Sites areas of Work/Departments

The following are the areas/departments of work at each site of the bargaining unit:

- | | | | |
|-----|---------------------------|------|------------------------------|
| (a) | Anson General Hospital | i) | GI/OR Suite |
| | | ii) | Nursing Care Unit |
| | | iii) | South Centennial Manor (LTC) |
| (b) | Bingham Memorial Hospital | i) | Nurse Care Unit |
| | | ii) | Rosedale (LTC) |
| (c) | Lady Minto Hospital | i) | Nursing Care Unit |
| | | ii) | Villa Minto (LTC) |

M-10 Education Leave/Committee Leave Replacement/DOC Replacement

When nurses are off on education leave for short workshops, education sessions or seminars, they can be replaced for the number of hours that is required in accordance with Article 14.05 to allow for time off to attend the education session. This will also apply for replacement for committee attendance or Director of Care's replacement.

ARTICLE N – VIOLENCE PREVENTION AND CONTROL

N-1

(a) Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

(b) Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee. Prior to implementing any changes to these policies, the Employer agrees to consult with the Association.

(c) Notification to the Association

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

(d) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

(e) Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees should be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability, both to identify and to subsequently deal with potentially violent situations.

(f) Training

The Employer 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 on an annual basis for all employees.

(g) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

(h) Damage to Personal Property

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.

LETTER OF UNDERSTANDING

Between:

MIC's GROUP OF HEALTH SERVICES
(Hereinafter referred to as the "Employer")

And:

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

RE: Casual Part-time Registered Nurses between Community Facilities within MICs

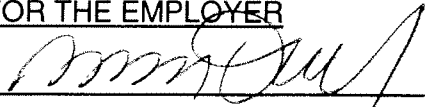
The parties agree that regular part-time Registered Nurses may be orientated and trained to work at more than one MIC's site. Nurses working at an alternate site will be considered casual part-time in that hospital.

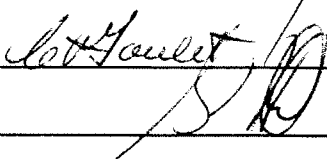
The following considerations will apply to these positions:

- (a) At the signing of this agreement, nurses will identify, to the employer, their intent to work at an alternate MIC's site(s).
- (b) Nurses will be orientated and trained accordingly to maintain competency for work at the alternate MIC's site(s).
- (c) The nurse will make herself available to work on a casual basis at the alternate MIC's site(s).
- (d) It is expected that the nurse will agree to be reassigned to work a tour at the alternate MIC's site(s), when needed.
- (e) Article G-9 (d) will not apply to these nurses.

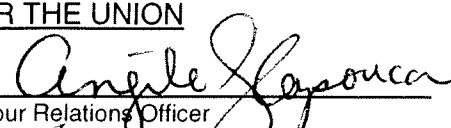
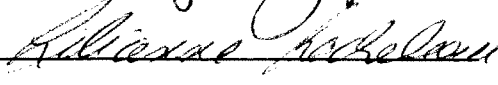
DATED AT IROQUOIS FALLS, ONTARIO THIS 17 DAY OF NOV, 2008.

FOR THE EMPLOYER





FOR THE UNION


 Labour Relations Officer


LETTER OF UNDERSTANDING

Between:

MIC's GROUP OF HEALTH SERVICES
(Hereinafter referred to as the "Employer")

And:


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

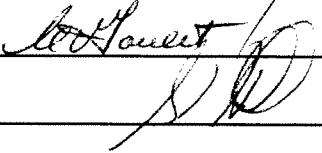
RE: Northern Ontario Remote Telecommunication Health

The parties agree to meet by November 30th, 2008 to renew this letter of understanding, with the intention to identify the current practice with this position.



DATED AT IROQUOIS FALLS, ONTARIO THIS 17 DAY OF NOV, 2008.

FOR THE EMPLOYER





FOR THE UNION


Labour Relations Officer


LETTER OF UNDERSTANDING

Between:

MIC's GROUP OF HEALTH SERVICES
(Hereinafter referred to as the "Employer")

And:

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

RE: Composite Positions

It is not the Hospital's intent to convert the part-time vacancies into composite positions. The parties agree to the creation of one (1) regular part-time "composite positions" at the Hospital on the following basis:

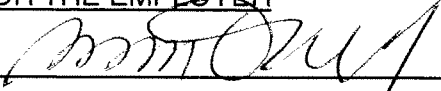
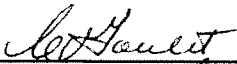
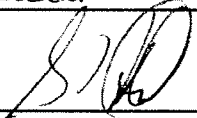
PURPOSE:

- to ensure safe and qualified staffing at both sites during this shortage period.
 - to attempt to retain local RNs that would otherwise apply to work outside the community.
- (a) The job posting/description clearly indicates that Lisa Madden, will be working at both sites of the Hospital and will have her name appear on both time sheets.
- (b) The nurse in the composite position will be scheduled in accordance with Article G of the Collective Agreement with her commitment of shifts first being at the primary site (this meaning her own department) and then supplemented at the alternate site.
- (c) A current schedule of her shifts will be kept at both sites. All hours worked by a nurse in a composite position will be distributed and posted between the two (2) sites with the schedule being continuously updated by the Director of Care (DOC) or her designate (in-charge RN). At no time will her joint schedule from both sites exceed her commitment or place her in a superior position.
- (d) All provisions, including scheduling regulations, in the Collective Agreement will apply to the composite position. Extra shifts will be assigned from both sites in accordance with the Collective Agreement Article G-4 (I).
- (e) The RN in the composite position will be assigned/choose the primary site that will be designated as the site for purposes of vacation, layoff, recall or any other provision dealing with seniority rights.

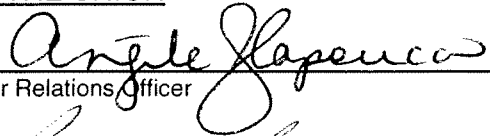
- (f) The Parties (Management, ONA representative and the members involved) may discontinue the composite position with ninety (90) day's notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

DATED AT IROQUOIS FALLS, ONTARIO THIS 17 DAY OF NOV, 2008.

FOR THE EMPLOYER

FOR THE UNION


Labour Relations Officer
