

COLLECTIVE AGREEMENT

between

THE McCAUSLAND HOSPITAL, TERRACE BAY
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: MARCH 31, 2011

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APPENDIX 3THE McCAUSLAND HOSPITAL, TERRACE BAY

| 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 |
| GRADUATE NURSE | | | |
| Start | \$26.37 | \$27.16 | \$27.97 |
| 1 Year | \$26.77 | \$27.57 | \$28.40 |

ARTICLE 1 - RECOGNITION

- 1.01 The Hospital recognizes the Union as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by The McCausland Hospital, Terrace Bay, save and except the Director of Nursing and those above the rank of Director of Nursing, persons regularly employed for less than five (5) full tours per week and students employed during the school vacation period.
- 1.02 The Hospital recognizes the Union as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by The McCausland Hospital, Terrace Bay, regularly employed for less than five (5) full tours per week and students employed during the school vacation period, save and except the Director of Nursing and those above the rank of Director of Nursing.
- 1.03 "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE 2 - MANAGEMENT FUNCTIONS

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

ARTICLE 3 - UNION SECURITY

- 3.01 The interview of newly hired employee(s) by a representative of the Union shall take place during the orientation period.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 There will be one (1) full-time and one (1) part-time Union Representative.
- 4.02 The Grievance Committee shall consist of three (3) employee(s).
- 4.03 The Negotiating Committee shall not exceed three (3) employee(s).
- 4.04 (a) The Union-Hospital Committee will consist of three (3) employee(s) representing both full-time and part-time units appointed by the Local Union. The number of Hospital representatives shall not exceed the number of Union representatives.
- (b) The Bargaining Unit President/designate will identify to the Hospital which committee members require payment under Article 6.03 (e) of the Central Agreement at each Hospital-Union Committee meeting.
- 4.05 The Professional Development Committee will consist of three (3) employee(s) representing both full-time and part-time units appointed by the Local Union. The number of Hospital representatives shall not exceed the number of Union representatives.
- 4.06 Payment for Bargaining Unit President

It may become necessary for the Hospital management to meet with the Bargaining Unit President to discuss matters arising out of the administration of the Collective Agreement as well as other labour-management issues.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Hospital will compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

To qualify for such payment, the Bargaining Unit President will submit, at the end of each month, a record of times and dates of these meetings to Human Resources. Payment will be issued on the Bargaining Unit President's next payroll cheque, subject to all applicable taxes. Notwithstanding the above, the Bargaining Unit President may, at the time of submitting the monthly record, request time off in lieu of payment. Human Resources and the Bargaining Unit President's Clinical Manager will consider such request. If approved, then the Clinical Manager and the Bargaining Unit President will mutually agree on when the time will be taken.

ARTICLE 5 - UNION BUSINESS LEAVE OF ABSENCE

- 5.01 The aggregate maximum of working days during any calendar year for Union business leave shall be sixty (60) working days. Adequate notice must be given to the Hospital. It is agreed that not more than two (2) employee(s) shall be absent on such leave at the same time.

ARTICLE 6 - HOURS OF WORK

- 6.01 The Hospital shall continue its current practice relative to the scheduling of rest periods.
- 6.02 A full-time employee(s) and a regular part-time employee(s) will receive premium pay in accordance with the Central Settlement for all hours worked on a second and additional, if any, consecutive and subsequent weekend, save and except where:
- (a) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
 - (b) such employee(s) has requested weekend work; or
 - (c) such weekend is worked as the result of an exchange of shifts with another employee(s).

For employee(s) working extended tours, the premium for weekend work shall apply for all hours worked on a second and additional, if any, consecutive and subsequent weekend.

- 6.03 An afternoon or night shift shall be any shift which commences and ends between 1600 hours and 0800 hours.
- 6.04 A weekend shall be defined as being the forty-eight (48) hour period from midnight Friday until midnight Sunday.
- 6.05 Scheduling Regulations

The Hospital will endeavour to maintain and achieve the following regulations in the formulation of working schedules:

- (a) at least one (1) weekend off in two (2);
- (b) no split shifts;
- (c) at either the Christmas or New Year's season, an employee(s) will be scheduled off work for not less than three (3) consecutive days and the Hospital will endeavour to schedule at least five (5) consecutive days off, except in areas which are not normally required to work on weekends and statutory holidays;
- (d) employee(s) will not normally be scheduled to work more than seven (7) consecutive days. Premium pay shall be paid for each subsequent consecutive day of work in excess of seven (7) until days off are given;
- (e) the scheduling regulations, except 6.04 (c), will not operate during the period December 15th to January 15th;
- (f) no less than two (2) consecutive shifts shall be scheduled off between tour changes and at least forty-eight (48) hours off shall be scheduled on completion of night duty. Except where the employee(s) agrees to a shorter

period of time off, premium pay shall be paid for the first tour worked as the result of a shorter period of time off;

- (g) split days off will be avoided whenever possible;
- (h) schedules will be posted four (4) weeks in advance.

6.06 Commitment of Regular Part-Time Employee(s)

A regular part-time employee(s) will make a commitment to be available to be scheduled for a minimum of:

- (a) four (4) 11.25 hour shifts per pay period; or
- (b) any combination of 7.5 hour shifts and 11.25 hour shifts up to a total of forty-five (45) hours per pay period;
- (c) available to work either Christmas or New Year's;
- (d) available to work fifty percent (50%) of the summer period.

6.07 The Hospital agrees that before it makes any significant change in the master rotation, it shall consult with the Union.

6.08 A request for a change in a time schedule as posted must be submitted to the Hospital in writing requesting such change and co-signed by the employee(s) willing to exchange days off or tours of duty. All such requests shall be considered by the Hospital and shall not be unreasonably denied.

- 6.09 (a) Once all regular part-time employee(s) have been scheduled to work their commitment, additional tours that become available prior to the posting of the schedule will be distributed equitably among part-time employee(s).
- (b) Additional tours that become available after the schedule has been posted will be offered to regular part-time employee(s) in order of seniority prior to offering tours to casual employee(s).

ARTICLE 7 - PAID HOLIDAYS

7.01 The Hospital recognizes the following days as paid holidays:

- | | |
|---|--|
| New Year's Day (January 1 st) | August Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Sunday | Remembrance Day (November 11 th) |
| Victoria Day | Christmas Day (December 25 th) |
| Canada Day (July 1 st) | Boxing Day (December 26 th) |

7.02 Lieu days off will be scheduled at a mutually agreeable time.

- 7.03 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

ARTICLE 8 - VACATIONS

- 8.01 The vacation entitlement date in any year is the employee(s)' anniversary date.
- 8.02 (a) For full-time employee(s), vacations may be taken at any time of the year in which they are earned and that portion which is not taken during this period may be carried over for a further six (6) months. An employee(s) may not normally take more than five (5) weeks of her or his vacation at any one time without the express permission of the Hospital. Such permission will not be unreasonably withheld but it is understood that adequate staffing must be available in order to accommodate any request for vacation in excess of the normal four (4) or five (5) week period. The Hospital will endeavour to accommodate the wishes of the employee(s) with respect to the choice of vacation dates.
- (b) For part-time employee(s), vacations may be taken at any time of the year and the Hospital will endeavour to accommodate the wishes of the employee(s) with respect to the choice of vacation dates.
- (c) Employee(s) shall be given preference with respect to their vacation periods in accordance with seniority.
- (d) Vacation preferences will be submitted by the employee(s) to the Director of Nursing, in writing. Vacation requests for July and August must be in by April 1st with vacation lists for the same time to be posted by May 1st. Other requests should be made at least two (2) months in advance of the time being requested and the Director of Nursing shall respond in writing within one (1) week of receipt of the request. Vacation requests will not be unreasonably denied.
- (e) Prior to leaving on vacation, employee(s) shall be notified of the date and time on which to report for work following vacation.
- (f) Each regularly scheduled part-time employee(s) shall be entitled to time off (without pay) for vacation as follows:
- 6% entitlement - 3 weeks;
 - 8% entitlement - 4 weeks;
 - 10% entitlement - 5 weeks;
 - 12% entitlement - 6 weeks;
 - 14% entitlement - 7 weeks.
- Nothing herein will read so as to have the effect of reducing the vacation entitlement of regularly scheduled employee(s) currently employed.
- (g) Part-time employee(s)' vacation pay will be calculated on applicable earnings from April 1st in one year to March 31st in the next year and will be paid on a

separate cheque to each part-time employee(s) not later than April 30th in each year.

ARTICLE 9 - GENERAL

- 9.01 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Union matters.
- 9.02 Employee(s) will be paid bi-weekly.
- 9.03 The number of employee(s) allowed to be off at one time under Article 11.11, Pre-Paid Leave Plan, Central Agreement, is one (1) employee(s) from either full-time or part-time.
- 9.04 The Hospital will notify the President of the Local Nurses' Association of the names of all employee(s) off work due to a work related injury or illness (whether or not the employee(s) are in receipt of W.S.I.B. benefits) and those on L.T.D. by noting same on the dues deduction list, which will be forwarded to the Local Representative.
- 9.05 When it has been medically determined that an employee(s) is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Staff Representative of the Ontario Nurses' Association and the Local Representative to discuss the circumstances surrounding the employee(s)' return to suitable work.
- 9.06 The Hospital agrees to provide the employee(s) with a copy of the Workplace Safety & Insurance Board Form 7 at the same time it is sent to the Board.
- 9.07 The Employer shall provide a uniform allowance of seventy dollars (\$70.00) annually for full-time employee(s) and thirty-five dollars (\$35.00) annually for regular part-time employee(s), to be paid in a lump sum payment in the first pay period of April in each year.
- 9.08 Full-time employee(s) shall be able to apply for temporary full-time vacancies in accordance with Article 10.06 (d) of the Central Agreement.
- 9.09 Any bargaining unit employee(s) who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) of the Central Agreement will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a pre-authorized withdrawal process.

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

ARTICLE 10 - JOB-SHARING

- 10.01 The parties agree that job-sharing will only be considered to fill temporary full-time vacancies as outlined in Article 10.06 (d) of the Collective Agreement or to cover a vacant full-time position until the Hospital is able to recruit a full-time employee(s). The job-sharing will occur in accordance with the following provisions:

- (a) A notice stating that a job-sharing opportunity is available will be posted. All interested part-time employee(s) may apply.
- (b) Save and except as provided otherwise in the Memorandum of Agreement, all job-sharers shall be treated as regular part-time employee(s) and be subject to the part-time provisions of the Collective Agreement.
- (c) If one of the job-sharers is unable to complete her or his commitment to the job-sharing arrangement, the most senior part-time employee(s) who is interested will be appointed to the vacant job-share position. If there is no employee(s) interested, the remaining employee(s) will have the option of continuing in the full-time position or reverting to her or his part-time position. If she or he does not continue full-time, the position will be shared by the part-time employee(s).
- (d) Union dues shall be deducted from each employee(s) in accordance with the Collective Agreement.
- (e) Posted schedules for the job-sharers shall be based on the schedules that would apply to a full-time employee(s) holding that position. Such schedule shall conform with the full-time scheduling provisions of the Collective Agreement.
- (f) Total hours worked by the two (2) job-sharers shall be equal to one (1) full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two (2) employee(s) and the Head Nurse of the unit.
- (g) Each job-sharer may exchange shifts with her or his partner, as well as with other employee(s) in accordance with the Collective Agreement.
- (h) Job-sharers are not required to cover for their partner during sick leave, vacation or any other leave of absence, unless mutually agreed otherwise. Job-sharers are not responsible for arranging coverage for their position during an absence.
- (i) The working of paid holidays will be divided equitably between the two (2) job-sharers.
- (j) If the job-sharing occurs over the Christmas/New Year's period and both job-sharers request to work Christmas or New Year's and a conflict exists, then seniority shall be the deciding factor.
- (k) The job-sharing arrangement will not prevent either of the job-sharers from accepting additional shifts or call-ins.

ARTICLE 11 - EXTENDED TOURS

11.01 Objective

To establish extended tours for registered and graduate nurses.

11.02 Introduction and Discontinuation of Extended Tours

- (a) Extended tours shall be introduced into any unit when:
 - (i) eighty percent (80%) of the employee(s) so indicate by secret ballot; and
 - (ii) the Hospital 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 employee(s) in the unit so indicate by secret ballot; or
 - (ii) the Hospital because of
 - (1) adverse affects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) a wish to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue extended tours.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above,:
 - (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 employee(s) shall be given sixty (60) days' notice before the schedules are so amended.

11.03 Trial Period

The parties agree that a trial period for extended tours will be no longer than six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated by both nursing administration and the employee(s). Extended tours will be continued if eighty percent (80%) of the employee(s) affected so indicate by secret ballot cast at the end of the trial period and upon agreement of the Hospital, such agreement shall not be withheld in an unreasonable or arbitrary manner.

11.04 Participation

All full-time and part-time employee(s) falling within the bargaining units will, as a condition of employment, be required to work extended tours on a rotating basis in accordance with the unit's posted schedules.

11.05 Hours of Work

Normal tour hours on the nursing floor will be from 0745 to 1945 and 1945 to 0745. Should a seven and one-half (7 1/2) hour tour be scheduled, the normal tour hours will be:

0745 - 1545;
1545 - 2345; or
2345 - 0745.

11.06 Meal and Rest Periods

Normally, the meal and rest periods will be scheduled as follows:

two (2) rest periods; and

two (2) meal periods, of which half (1/2) of one (1) is compensated.

11.07 Scheduling

The following regulations shall govern the scheduling of work for employee(s) working extended tours:

- (i) the Hospital shall schedule each employee(s) every second weekend off;
- (ii) employee(s) will not be required to work more than three (3) consecutive extended tours otherwise premium pay as contained in the Central Agreement shall be paid for each additional consecutive day of work in excess of three (3) until at least two (2) days off are given;
- (iii) all other scheduling regulations which apply to employee(s) working the regular daily tour as provided in Article 6.04 of Appendix 5, except (a) and (d).

DATED at Terrace Bay, Ontario, this day of , 2009.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

THE McCAUSLAND HOSPITAL, TERRACE BAY
(hereinafter referred to as the "Hospital")

AND:

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

RE: VIOLENCE IN THE WORKPLACE

The parties agree to the formation of a Joint Committee which will be established to deal with issues pertaining to violence in the workplace. It is understood that ONA will have equal representation on this Committee.

DATED at Terrace Bay, Ontario, this day of , 2009.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

THE McCAUSLAND HOSPITAL, TERRACE BAY
(hereinafter referred to as the "Hospital")

AND:

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

RE: INNOVATIVE UNIT SCHEDULING

Pursuant to Article 13.03 of the Central Agreement, the parties agree to the following:

1. Introduction and Discontinuation of Innovative Unit Schedules
 - (a) Innovative Unit Schedules shall be introduced into any unit when:
 - (i) eighty percent (80%) of the employee(s) so indicate by secret ballot; and
 - (ii) the Hospital agrees to implement the schedule, such agreement shall not be withheld in an unreasonable or arbitrary manner.
 - (b) Innovative Unit Schedules may be discontinued in any unit when:
 - (i) fifty percent (50%) of the employee(s) in the unit so indicate by secret ballot; or
 - (ii) the Hospital because of
 - (1) adverse affects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) a wish to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue the schedule.
 - (c) When written notice of discontinuation is given by either party in accordance with paragraph (b) above:
 - (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and

- (ii) where it is determined that the schedule will be discontinued, affected employee(s) shall be given sixty (60) days' notice before the schedules are so amended.

2. Trial Period

The parties agree that a trial period for an innovative schedule will be no longer than six (6) months. During or before the end of the trial period, the schedule will be evaluated by both nursing administration and the employee(s). The schedule will be continued if eighty percent (80%) of the employee(s) affected so indicate by secret ballot cast at the end of the trial period and upon agreement of the Hospital, such agreement shall not be withheld in an unreasonable or arbitrary manner.

3. Participation

All full-time and part-time employee(s) falling within the bargaining units will, as a condition of employment, be required to work with the unit's posted schedule.

DATED at Terrace Bay, Ontario, this day of , 2009.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

THE McCAUSLAND HOSPITAL, TERRACE BAY
(hereinafter referred to as the "Hospital")

AND:

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

RE: PARTIAL TOURS

The parties agree not to implement four (4) hour tours, however, all partial tours are to be offered first to regular part-time employee(s). All hours worked will be paid at straight time, subject to the premium provisions of the Collective Agreement.

DATED at Terrace Bay, Ontario, this day of , 2009.

FOR THE HOSPITAL

FOR THE UNION

