

COLLECTIVE AGREEMENT

Between:

MUSKOKA ALGONQUIN HEALTHCARE
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

FULL-TIME & PART-TIME

EXPIRY: MARCH 31, 2014

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

	<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
Start	\$29.36	\$30.17
1 Year	\$29.79	\$30.61
2 Years	\$30.29	\$31.12
3 Years	\$31.78	\$32.65
4 Years	\$33.28	\$34.20
5 Years	\$35.15	\$36.12
6 Years	\$37.04	\$38.06
7 Years	\$38.94	\$40.01
8 Years	\$41.70	\$42.85
25 Years	\$42.44	\$43.61

Classification – Clinical Leader

	<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
Start	\$30.81	\$31.62
1 Year	\$31.24	\$32.06
2 Years	\$31.74	\$32.57
3 Years	\$33.23	\$34.10
4 Years	\$34.73	\$35.65
5 Years	\$36.60	\$37.57
6 Years	\$38.49	\$39.51
7 Years	\$40.39	\$41.46
8 Years	\$43.15	\$44.30
25 Years	\$43.89	\$45.06

Note #1

The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

NOTE #2

The parties agree to maintain the percentage differentials in the wage rates which presently exist between classifications which are covered by this Collective Agreement.

APPENDIX 4 - SUPERIOR CONDITIONS

SOUTH MUSKOKA SITE, BRACEBRIDGE

1) Personnel Files

Files to be reviewed in the presence of supervisor and Director of Human Resources

2) Education Allowance

Each nurse shall receive the following education allowances:

- a) Recognized C.C.U. Course - \$ 25.00/month
- b) Nursing Unit Administration Course - \$ 15.00/month.

Such allowances are to be recognized at the discretion of the Hospital for employees utilizing the additional preparation in the position held.

HUNTSVILLE DISTRICT MEMORIAL SITE, HUNTSVILLE

A-1 Paternity Leave

Paternity leave of absence without pay and without loss of seniority will be granted for a period of two (2) weeks including the date of delivery.

A-2 Educational Bonuses

CHA Unit Administration Course or 6 months post graduate course \$ 15.00 per month

Training for Special Care Unit Applicable to a nurse holding the Huntsville Certificate \$ 15.00 per month

One (1) year University in B.Sc.N. Course or one (1) year nursing course where certificate or diploma granted \$ 40.00 per month

Baccalaureate Degree \$ 80.00 per month

Master's Degree \$ 120.00 per month

To be recognized at the discretion of the Employer for nurses utilizing the additional preparation in the position held.

A-3 The Hospital shall provide to the Union the nurse's change of address during the -previous month in addition to the information in Article 5.05.

APPENDIX 5 - APPENDIX ON LOCAL ISSUES

ARTICLE A – RECOGNITION

A-1 The Employer recognizes the Union as the bargaining agent of all registered nurses and graduate nurses employed in a Nursing capacity by Muskoka Algonquin Healthcare in the town of Huntsville, town of Bracebridge and Burk's Falls, save and except coordinators and persons above the rank of coordinator.

Clarity Note: The term coordinator does not include Transitional Care Coordinators.

ARTICLE B - MANAGEMENT RIGHTS

B-1 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, classify, transfer, lay-off, recall, suspend or otherwise discipline employees, provided that a claim by an employee that she/he has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as is herein provided.
- (c) Determine in the interest of efficient operation and highest standard of service, job rating, or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing work, the working establishment for any service and the location of work;
- (d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.
- (e) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.

The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 (a) Union Representatives

There shall be up to six (6) Union representatives at each Hospital site.

(b) Grievance Committee

There shall be a grievance committee of up to three (3) employees at each Hospital site.

Not more than two (2) such representatives from any site shall attend a meeting of the Grievance Committee

(c) Negotiating Committee

There shall be a Negotiating Committee of four (4) employees, one of whom shall be the Bargaining Unit President and one of whom shall be other Hospital Site representative.

(d) Union-Management Committee

There shall be a Union-Management Committee composed of up to five (5) employees, one of whom shall be the Bargaining Unit President or designate, representing the Union and an equal number of representatives of the Hospital. The number of representatives of the committee may be expanded by mutual consent.

(e) Professional Development Committee

There shall be four (4) Association representatives, appointed by the Bargaining Unit, on the Professional Development Committee.

C-2 Union Interview

The Union interview shall take place for all newly hired employees during the orientation program. Upon hire, Human Resources will apprise the new employee of the Bargaining Unit President or site representative's name and contact number, as well as a copy of the current Collective Agreement will be provided by Human Resources at that time. The Hospital will notify the Bargaining Unit President or site representative of the names of the new hires and the orientation date(s).

C-3 NOTE: Where the sites for the purpose of this article mean the Huntsville and Bracebridge locations. Burk's Falls is considered a part of the Huntsville District Memorial Hospital Site.

ARTICLE D - LEAVE OF ABSENCE

D-1 (a) Any request for leave of absence by the Union shall be submitted to the Employer, in writing, by the Bargaining Unit President or designate indicating the date(s) and the name(s) of the employee(s) for whom the leave of absence is being requested.

Requests for leave of absence will be made at least (2) weeks prior to posting of the schedule during which such leave has been requested.

Notice of cancellation of the leave shall be made sixty (60) hours prior to the date of the proposed leave if the affected employee is to be returned to her/his regular tour of duty for the day for which the leave was originally requested.

Leave of absence for Union business shall be granted up to an aggregate maximum of sixty five (65) days during the calendar year. Such leave shall not be unreasonably withheld. Not more than two (2) employees from any one nursing unit shall be absent at any one (1) time. It is understood that this does not include the leave for the Local Co-ordinator. It is understood that the Union can request additional numbers in exceptional circumstances.

(b) Local Co-ordinator Leave

The Hospital agrees to grant leave of absence without pay not to exceed fifteen (15) days, 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 additional leave as she or he may require fulfilling the duties of the position. Such time off will be in addition to the days as outlined in (a) above.

D-2 For the purposes of the prepaid leave plan, there shall be no more than one (1) employee from any one (1) unit. Both full-time and part-time employees are included in this total.

D-3 The Employer will pay the Bargaining Unit President, Local Co-ordinator or designates at her/his regular straight hourly rate for all time spent attending mutually agreed meetings with the Employer outside his/her regular scheduled hours.

D-4 Paid Professional Leave Days

Each Full-time and Regular Part-time nurse shall be entitled to up to three (3) paid professional development days per calendar year or twenty-two and one half (22.5) hours. Casual nurses may apply for one (1) paid professional development day per calendar year or seven and one half (7.5) hours. The nurse shall provide the Hospital with as much notice as is practicable to ensure replacement staff are provided.

Applications for Professional Development must meet individual learning goals as related to professional practice, and be approved by their Unit Manager.

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

Where possible the knowledge acquired by the nurse will be shared in a manner agreed upon by the nurse and unit manager.

ARTICLE E - PAID HOLIDAYS

E-1 The Employer agrees to recognize the following paid holidays:

- | | |
|------------------------------------|------------------|
| New Year's Day | Civic Holiday |
| 3 rd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |

Canada Day

Boxing Day

- E-2 All statutory holiday time is to be utilized by the end of the fiscal year or will be paid out.
- E-3 Employees who work night tour on a paid holiday are paid premium pay in accordance with the Central Agreement as follows:
- (a) For an extended tour which starts at 1930 hours on the paid holiday, from 1930 to 2400 hours; or
 - (b) For an extended tour which starts at 1930 hours on the evening before the paid holiday, from 2400 hours to 730 hours less any unpaid meal break (not to exceed forty-five (45) minutes); or
 - (c) For a regular tour which begins at 2330 hours on the evening before the paid holiday from 2330 hours to 0730 hours less any unpaid meal break (not to exceed (30) minutes).

ARTICLE F – VACATION

- F-1
- (a) The vacation entitlement date in each year is March 31st. Vacation credit is accrued on the basis of the employee's service review date (the date on which the employee has accrued a complete year of service).
 - (b) The Hospital, by February 1st in each year, will post a vacation sheet in each unit to cover the period from June 15th to September 15th in each year. This vacation sheet shall clearly state the vacation quota for the unit. Such quota shall not be unreasonable.

Each employee employed in the unit shall indicate prior to March 1st her/his preference for vacation. In the event of conflict, those employees in a conflict situation shall be asked by the Employer if they wish to exercise their seniority in order to be given the requested vacation time off. Those employees first identified in a conflict situation will be notified in early March.
 - (c) An employee shall only be entitled to exercise her/his seniority rights for the purposes of this Article once in the June 15th to September 15th period and a total of twice in any vacation year in order to receive her/his vacation preference.
 - (d) The amount of vacation time off in the June 15th to September 15th period may be limited by the Employer to enable the majority of employees to have some vacation time off in this period. The minimum amount of time off to which an employee may be limited shall be two (2) weeks. In special circumstances, an employee is entitled to request additional vacation.
 - (e) The confirmed vacation schedule shall be posted by March 29th in each year. Vacation requests shall not be unreasonably denied. Confirmed vacation time off should not be rescinded by the Employer. If this occurs, the employee shall be compensated for all substantiated out of pocket costs

related to the cancelled vacation. As well, the Employer shall pay the employee premium pay in accordance with Article 14.03 for all regular hours worked during the cancelled vacation time.

- (f) If there are periods of time between June 15th and September 15th where the maximum quota for time off has not been utilized, additional time shall be offered to employees whose requested time off was not granted.

Any additional time shall then be granted on the basis of seniority. This shall not be considered to be exercising an employee's seniority in order to receive requested vacation time off.

- (g) All other vacation requests shall be written in the approved book three (3) weeks prior to the posting on the schedule in which the time off is requested.

- F-2 A week of vacation shall be defined as seven (7) consecutive calendar days.
- F-3 Vacation may commence on any day of the week.
- F-4 The Hospital will endeavour to allow vacation to be taken at any time of the year.
- F-5 At least two (2) weeks of vacation must be taken as a two (2) week period or two (2) periods of one (1) week each. Thereafter, vacation may be taken as one (1) day or any multiple thereof.

ARTICLE G - SCHEDULING REGULATIONS - REGULAR TOURS – 7.5 HOUR

- G-1 Hours of work for full-time employees and regular part-time employees filling temporary full-time positions shall be averaged over six (6) week periods to reflect seventy-five (75) hours per two (2) week period.

Full-Time: It is agreed that where such schedules result in more than seventy-five (75) hours in any two (2) week period, overtime premiums will not result.

- G-2 The first tour of the day shall be the night tour.
- G-3 There shall be no split tours.
- G-4 Time schedules shall be posted three (3) weeks in advance to cover at least six (6) weeks.
- G-5 For normal tours, there shall be a minimum of sixteen (16) hours off between the conclusion of work on one (1) tour and the start of the employee's next consecutive tour.

Because of flexible start times in Surgical Services, there may not be sixteen (16) hours off between tours. Every effort shall be made to schedule the minimum sixteen (16) hours off. If this is not possible, the maximum available number of hours off will be scheduled. At no time will the number of hours off between shifts be less than fourteen (14) hours.

G-6 The expression “weekend” shall mean fifty-six (56) hours off during the period following the completion of the Friday day tour until the commencement of the Monday day tour.

G-7 Employees shall be entitled to receive every second weekend off.

An employee will receive premium payment, as defined in Article 14, for all hours worked on a second subsequent and consecutive weekends, save and except where:

- (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (b) such employee has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of tours with another employee.
- (d) Where a nurse chooses to work less than a full tour (ie. part hours) on a second and subsequent weekend, the nurse shall receive premium for all hours worked. Where a Nurse chooses not to complete a full tour which has been offered, such hours worked will not constitute working a second consecutive weekend and the next regular scheduled weekend will not incur premium.

G-8 The Hospital will endeavour to schedule a minimum of five (5) consecutive days off at either Christmas or New Year's in alternate years, unless mutually agreed otherwise.

The provisions of Article G – 7 may be waived by the Hospital once between December 15th and January 15th to provide for Christmas and New Year's scheduling.

Time off at Christmas will include December 24th at 0730 hours until 0730 hours December 27th inclusive. Time off at New Year's will include December 31st at 0730 hours until 0730 hours January 2nd inclusive.

This provision will not apply to areas where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays.

G-9 Employees shall be allowed to exchange tours of duty of the same number of hours in length. Such changes initiated by the employee will not result in premium pay for either employee. All changes shall be subject to the approval of the Nurse Manager and shall not be unreasonably denied.

Employees who agree to exchange tours at the request of another employee will not have this counted as an exchange request. The tours exchanged, not to go beyond the next posted schedule, will not be more than six (6) weeks apart.

G-10 (a) If the employee is to be reassigned to another area, the Hospital will endeavour to notify the employee.

- (b) If an employee is to be reassigned to work on another unit for a partial or single tour and there is no volunteer, the employee who shall be reassigned is the most junior employee (full-time or part-time) of the employees on the unit for that tour, provided that the employee is able to do the work available.

G-11 Where possible, the Hospital agrees to accommodate employee's requests for regular night tours. However, it is understood that this does not constitute a guarantee of permanence and the Hospital may require such employees to work alternate tours.

G-12 Surgical Services On-Call

- (a) On-call shall be equitably distributed on a rotating basis with a maximum of one (1) evening/night on-call per week and one (1) weekend on-call in three (3) weekends.
- (b) The Nursing Unit Manager or designate shall schedule the on-call rotation.
- (c) Employees who are on-call for the weekend shall be scheduled off on an overtime lieu day on the Monday following their on-call weekend. If the weekend includes a Monday paid holiday, the scheduled overtime lieu day shall be Tuesday.
- (d) Employees shall receive at least six (6) hours notice if they are required to be on-call/standby unless otherwise requested by the employee.
- (e) It is expected that nurses who are hired or post into a position in the surgical services area are required to take on-call. While on standby duty, nurses must commit to report to the Unit within twenty minutes maximum response time.

G-13 There shall be forty-eight (48) hours of time off between night and day tours.

G-14 There shall be forty-eight (48) hours of time off between day and night tours.

G-15 The Hospital will endeavour to provide fifty percent (50%) of an employee's tours to be scheduled as day tours.

G-16 The normal starting and stopping times for regular tours will be:

0730 hours	-	1530 hours	-	Days
1530 hours	-	2330 hours	-	Evenings
2330 hours	-	0730 hours	-	Nights

G-17 Registered Nurses who are part of the Hospital Resource Nurse Team will have a designated home unit for the purposes of availability for additional shifts.

ARTICLE H - SCHEDULING REGULATIONS - EXTENDED TOURS – 11.25 HOURS

Article G in its entirety applies to extended tours except where amended by the following:

H-1 Employees currently working extended tours will be scheduled for a maximum of three (3) extended tours in a row, unless otherwise requested.

H-2 The normal starting and stopping time will be:

0730 hours - 1945 hours - Days
1930 hours - 0745 hours - Nights.

H-3 There shall be a minimum of eleven and three-quarters (11¾) hours off work between tours.

H-4 Employees shall be entitled to receive every second weekend off.

An employee will receive premium payment, as defined in Article 14, for all hours worked on a second subsequent and consecutive weekends, save and except where:

- (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (b) such employee has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of tours with another employee;
- (d) where otherwise mutually agreed (eg. self scheduling).
- (e) Where a nurse chooses to work less than a full tour (ie. part hours) on a second and subsequent weekend, the nurse shall receive premium for all hours worked. Where a Nurse chooses not to complete a full tour which has been offered, such hours worked will not constitute working a second consecutive weekend and the next regular scheduled weekend will not incur premium.

H-5 The expression "weekend" shall mean sixty (60) hours off during the period following the completion of the Friday day tour until the commencement of the Monday day tour.

ARTICLE I - PART-TIME COMMITMENT

I-1 Regular part-time employees will be available for work twenty-four (24) hours per week.

- I-2 (a) Regular part-time employees will be available every other weekend;
- (b) at least fifty percent (50%) of the recognized paid holidays, including alternating Christmas day/Boxing day and New Years day;
- (c) Twelve (12) months per year excluding approved leaves of absence and vacation entitlement.

- I-3 (a) All regular part-time employees in a unit will be scheduled up to their committed hours by seniority before any casual part-time employees are utilized.
- (b) When regular part-time employees on a unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time employees on the unit on the basis of seniority, prior to offering tours to casual employees, subject to the following:
 - i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
 - ii) A tour will be deemed to be offered whenever a call is placed.
 - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
 - iv) When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
 - v) Provided they are qualified, employees may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice.

ARTICLE J – MEAL BREAKS

J-1 Nurses will be scheduled for meal breaks as follows:

Day Tour: Lunch 1130 – 1400 hours
Supper 1630 – 1830 hours

Night Tour: Lunch 2330 - 0230 hours
Supper 0300 0600 hours

ARTICLE K - PREMIUM PAYMENT

K-1 An employee shall not be scheduled or required to work in excess of normally scheduled hours without her/his consent. All employees shall have the option of selecting compensating time off at the appropriate premium rate in lieu of premium payment.

The maximum number of lieu hours that can be accumulated by any employee in the Hospital other than in surgical Services is thirty-seven and one half (37½) and all lieu time must be used within ninety (90) days of earning it or it will be paid out.

An employee working in Surgical Services shall be entitled to accumulate seventy-five (75) hours of compensating time off at any one (1) time. Hours earned in excess of the seventy-five (75) hours must be used within ninety (90) days of being earned. The compensating time off bank must be cleared at the end of each fiscal year.

Lieu time off shall be booked at a time mutually agreeable between the employee and the Hospital. Once lieu time off is booked, it shall not be unilaterally cancelled.

- K-2
- (a) If the employee is scheduled to work in excess of seven (7) consecutive days on normal tours, she/he shall be paid time and one-half (1½) of all days scheduled in excess of seven (7) until a day off is scheduled.
 - (b) If the employee is scheduled to work in excess of three (3) consecutive days on extended tours, she/he shall be paid time and one-half (1½) of all days scheduled in excess of three (3) until a day off is scheduled.

ARTICLE L – OTHER SCHEDULING PROVISIONS

L-1 Introduction and Discontinuation of Innovative Schedules

If the Hospital and the Association agree to Innovative Unit Scheduling pursuant to Article 13.03 of the Central Collective Agreement, the following conditions will apply:

(a) **Implementation**

- i) When eighty percent (80%) of the employees on a Unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Innovative Schedule, the Association and the Employer will meet forthwith to arrange for such a trial.

The secret ballot will be conducted solely by the Association and the Association will post the results.

- ii) The resulting Innovative Schedule will be posted on the Unit and filled by seniority from amongst the full-time nurses on the unit. If a new position is created it will be filled in accordance with Article 10.06 (a). The filling of such positions will not result in the lay off or loss of hours of work of any full-time or regular part-time nurse.

- iii) A trial of the Innovative Schedule will run for a six (6) month period agreed upon by the parties. After three (3) months of the trial period, a meeting will be held with the Unit, Hospital and the Association to evaluate the trial period and to make recommendations to improve the schedules if needed. A further vote will be conducted on the unit at five and one-half (5½) months. Where the nurses in the positions agree and at least eighty percent (80%) of the nurses on the unit indicate their willingness to continue with the new master, the arrangement will continue.

(b) **Discontinuation**

- i) Either party may discontinue the Innovative Schedule with ninety (90) days notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation.

It is understood that such discontinuation shall not be unreasonably or arbitrary.

- ii) Should the Innovative Schedule be discontinued, the nurses in these positions will revert back to their previous positions and the previous master rotation will be put in place.

L-2

Introduction and Discontinuation of Unit Weekend Schedule

The Hospital and the Association will discuss the local scheduling objectives and determine their application to the weekend worker and the effects on other nurses before the implementation of the weekend worker schedule.

If the Hospital and the Association agree to a Unit Weekend Schedule pursuant to article 13.04 of the Central Collective Agreement, the following conditions will apply:

(a) Introduction

- i) When eighty percent (80%) of the employees on a Unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Unit Weekend Worker, the Association and the Employer will meet forthwith to arrange for such a trial.

The secret ballot will be conducted solely by the Association and the Association will post the results.

- ii) The positions required to accommodate the Unit Weekend Schedule will be posted on the Unit and filled by seniority from amongst the full-time nurses on the unit. If the position is from a vacancy it will be filled in accordance with Article 10.06 (a). The filling of such positions will not result in the lay off or loss of hours of work of any full-time or regular part-time nurse.

- iii) A trial of the Unit Weekend Schedule will run for a six (6) month period agreed upon by the parties. After five (5) months of the trial period, a meeting will be held with the unit, the Hospital and the Association to evaluate the trial period and to make recommendations to improve the schedules if needed. A further vote will then be conducted among the weekend workers. Where the nurses in the positions agree, and indicate their willingness to continue with the new master, the arrangement will continue.

(b) Discontinuation

- i) Nurses in these positions may discontinue the weekend schedules with thirty (30) days notice. Such position will be posted in accordance with number (ii) above. If there is no applicant the unit weekend schedule will be discontinued.
- ii) Either party may discontinue the Unit Weekend Schedules with ninety (90) days notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

- iii) Should the Unit Weekend Schedule be discontinued, the nurses in these positions will revert back to their previous positions and the previous master rotation will be put in place.

(c) Averaging of Hours

The Hospital, the weekend worker and the Association will meet to determine the scheduling of the additional 7.5-hour weekday tour before the weekend schedule is put into place.

(d) Paid Holiday Bank/Vacation Bank

Carry over provisions: Nurses in the Unit Weekend positions will be allowed to carry over paid holiday credits and their vacation bank credits to their new unit weekend position. Ongoing management of these banks will be determined prior to implementation of the schedule.

ARTICLE M – VIOLENCE

- M-1
- (a) 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.

- (b) At least once a year the violence prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.

- (c) The parties agree that if incidents involving aggressive client action occur, such action will be recorded 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 Joint Labour Management Committee will include aggressive residents.

- (d) The Employer shall notify the Union within three (3) days, of any employee who has 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 members of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

- (e) 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 consider 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.

(f) Training

The Employer agrees to provide education, training, information and instruction, developed in consultation with the JHSC, on the violence prevention and harassment policies, measures, procedures and programs and on prevention of violence to all employees, including domestic violence that can spill over into the workplace. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

ARTICLE N- MISCELLANEOUS

N-1 The Employer shall provide a bulletin board at each Hospital site for the sole use of the Union. Any notices to be posted must be signed by the Bargaining Unit President or designate.

N-2 If facilities are available, the Employer may grant permission to the Union to hold meetings on the Employer's premises.

N-3 The Hospital will continue its practice of direct deposit on a biweekly basis.

N-4 The parties agree that any unsuccessful candidate for an ONA job posting will be notified within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

N-5 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.

N-6 When filling temporary full-time vacancies of six (6) months or greater duration, the Hospital shall consider full-time nurses, who have expressed an interest to fill such vacancies, at the same time as regular part-time nurses, on the basis of seniority.

Article 10.06 shall apply. Any subsequent vacancies shall be offered to part-time only.

ARTICLE O - COMPENSATION

O-1 The Hospital will provide scrub uniforms for all employees working in surgical services.

O-2 A Graduate Nurse shall be paid ninety-seven point sixty-seven percent (97.67%) of the start Registered Nurse rate.

O-3 **Errors in Pay**

Shortages in an employee's pay will be rectified upon the following conditions:

- (a) If the shortage occurs as a result of an employee's action or inaction, it will be corrected on the next standard payroll.
- (b) If the shortage occurs as a result of the Hospital's error and amounts to less than four (4) hours pay, it will be corrected on the next standard payroll.
- (c) If the shortage occurs as a result of the Hospital's error in an amount of four (4) hours or more, the monies will be issued within two (2) payroll department working days.

In reference to the above points, all errors must be reported by the employee directly to the department manager.

ARTICLE P – HEALTH AND SAFETY

P-1 (a) The Employer will notify the Bargaining Unit President of the names of all employees who go off work due to a work related injury/illness or when an employee goes on LTD.

The Employer shall provide to the Bargaining Unit President, at the beginning of each month, a list of all employees current on modified work programs.

The Hospital 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.

- (b) The Hospital and the Association recognize the purpose of return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or disabled, to enable their safe return to work.
- (c) The Hospital 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 Hospital, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Association agree to co-operate in facilitating the return to work of disabled employees based on the following:

- i) The parties recognize their obligations under the Human Rights Code to attempt to accommodate, short of undue hardship, an employee who is incapable of performing the essential duties or meet the essential requirements of his/her job because of handicap.
- ii) A disabled nurse will provide the Hospital with satisfactory medical evidence concerning his/her restrictions.
- iii) When it has been medically determined that an employee is unable to return to full duties of her/his position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a designated member of the bargaining unit to discuss the circumstances surrounding the employee's return to suitable work.
- iv) In creating a return to work plan, the parties, and the manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
 - original position;
 - original unit;
 - original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
 - alternate positions outside the original unit.
- v) In creating a return to work plan, the parties will consider the nurse's abilities and accommodation needs and if she is unable to return to work in accordance with iv) above, the parties will identify any positions in the Hospital in which the nurse may be accommodated.
- vi) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established.

P-2 Needlestick/Sharp Safety

Where workers may be exposed to a bloodborne pathogen, the Employer, with the input of workers throughout the institution through the joint health and safety committee, shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent actual or potential exposure.

P-3 Musculoskeletal Injury Prevention

The Hospital in consultation with the joint health and safety committee will develop and put into effect musculoskeletal injury prevention, measures that focus on procedures, practices, equipment and training for the health and safety of workers.

ARTICLE Q - JOB SHARING

- Q-1 The introduction of job sharing arrangements will be subject to mutual agreement between the Union and the Hospital. Each initial job sharing arrangement will be on a trial basis for a period of six months, subject to review by the Union and the

Hospital, at which time the parties may confirm, discontinued or extend the trial. It is agreed that the following conditions will govern the arrangements:

- 1) Job sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the sole right to determine the appropriateness of such arrangements. Such determination shall not be made in bad faith [i.e. in an arbitrary, discriminatory or unlawful manner].
- 2) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be a 50/50 split or determined by mutual agreement between the two (2) nurses and the Nurse Manager of the Unit.
- 3) The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- 4) Each job sharer may exchange shifts with her/his partner, as well as with other nurses, as provided by the Collective Agreement.
- 5) 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.
- 6) It is the responsibility of both job sharers to cover each other's incidental absences including vacation, however, if one job sharer is unable to cover the absence, the Hospital will attempt to provide the necessary coverage.
- 7) Any incumbent full-time nurse wishing to share her/his position, may do so without having her/his half of the positing posted. The other half (1/2) of the job-sharing positing will be posted and selection will be made on the criteria set out in the Collective Agreement.
- 8) If one of the job sharers leaves the arrangement, her/his position will be posted as a job share. If there is no successful applicant to the position, the shared position must revert to a full-time position. If the remaining person is the original FT line holder, they have the option of taking the line as a full time line. If the remaining person did not hold the original full time position, then the position reverts back to full time and is posted in accordance with the Collective Agreement
- 9) Either party, i.e. the Hospital or the Union, may discontinue the job-sharing arrangement with sixty (60) days notice. Upon receipt of such notice, a meeting shall be held between the parties and the job sharers within fifteen (15) days to discuss the discontinuation. It is understood and agreed that any decision to discontinue shall not be made in bad faith. The job sharer(s) will have the option of reverting have to their previous positions or to a part-time position should the arrangements be discontinued or changed.

SIGNING PAGE

DATED AT Orillia, ONTARIO THIS 2nd DAY OF November, 2011.

FOR THE EMPLOYER

[Signature]
[Signature]
Beverly McFarlane
Catherine D'Amore

FOR THE UNION

[Signature]
Labour Relations Officer
Cheryl Pitchford
Paul Shaw by
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

MUSKOKA ALGONQUIN HEALTHCARE
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Parking

The current paid parking rate is fifteen cents (\$0.1875) per hour.

Prior to increasing the parking rate the Hospital agrees to meet with the Union prior to implementing any change.

RENEWED

DATED AT Orillia, ONTARIO THIS 2nd DAY OF November, 2011.

FOR THE EMPLOYER

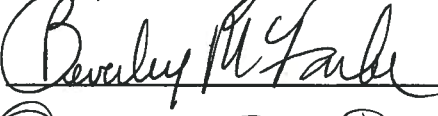
FOR THE UNION

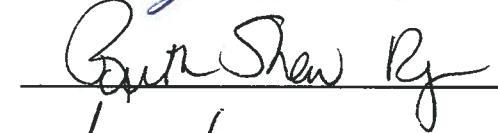



_____ Labour Relations Officer

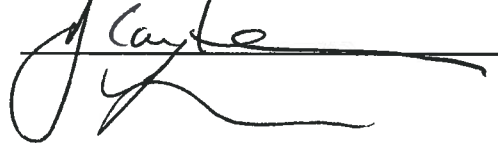












LETTER OF UNDERSTANDING

Between:

MUSKOKA ALGONQUIN HEALTHCARE
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: 2D 2N Innovative Scheduling

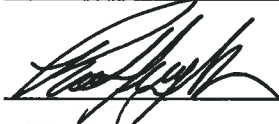
1. The Employer and the Union agree to implement the following innovative schedule, pursuant to article 13.03 of the Collective Agreement. This Letter of Understanding shall be recorded in the Appendix of Local Provisions.
2. All eligible staff on a unit/department will be given an opportunity to vote on the proposed schedule (see attached). The parties will jointly supervise such vote, which shall be held by a secret ballot.
3. Where seventy-five percent (75%) of those employees eligible to vote have voted in favour of this schedule, the new schedule will be implemented on a six month trial basis and will be reviewed by both parties before the end of that timeframe.
4. The 2D 2N schedule may be discontinued in any unit when:
 - (a) Seventy-five percent (75%) of the nurses in the unit indicate so by secret ballot, or
 - (b) The Hospital decided to do so because of:
 - i) Adverse effects on patient care, or
 - ii) Inability to provide a workable staffing schedule, or
 - iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary and states its intentions to discontinue the schedule.
 - (c) When notice of discontinuation is given, the parties shall meet within four (4) weeks of giving notice to review the request for discontinuance.
5. Premium pay for violations of Article G or H will only apply should shifts other than those reflected in the attached master rotation be scheduled.
6. The nurses agree to fulfill their obligation to the Hospital as full-time workers to work 1950 hours in a year.

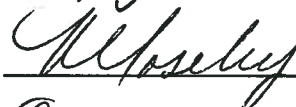
The eighteen (18) week master rotation for this schedule only accounts for six hundred and thirty (630) hours of the required six hundred and seventy-five (675) hours, therefore forty-five (45) hours is still required from nurses to meet their obligation to the Hospital. Nurses will fulfill their obligation as follows:

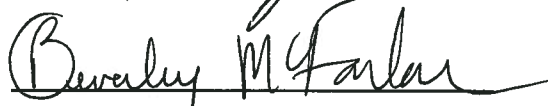
- (a) Four statutory holiday days (7.5) hours each or an equivalent of 30 hours) will be booked on the master rotation as additional shifts to meet this obligation. If statutory holiday time has not been earned, vacation time must be used.
- (b) Nurses will be required to make up an additional fifteen (15) hours per master rotation to meet this obligation. Vacation time will be booked on the master rotation to make up for this time. If additional shifts are available, this vacation time may be charged.


DATED AT Orillia, ONTARIO THIS 2nd DAY OF November, 2011.

FOR THE EMPLOYER

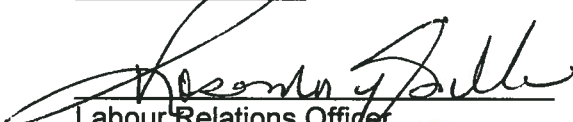


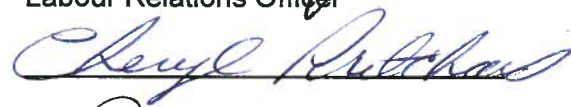


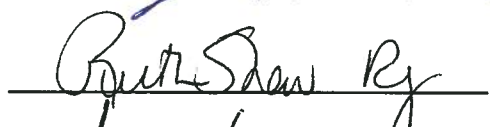


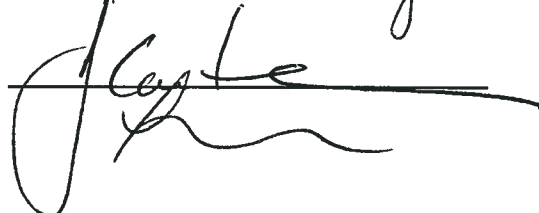


FOR THE UNION



Labour Relations Officer






LETTER OF UNDERSTANDING

Between:

MUSKOKA ALGONQUIN HEALTHCARE
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Multi-Site Language

For the purposes of this agreement, the following clarifies the practice of multi-site positions.

1. Definitions

- (a) For the purposes of this agreement, there are two (2) applications of multi-site employment:
 - i) Employees currently working in a single-site position. (single-site employees)
 - ii) Employees that are in multi-site positions or may in the future post into a position identified as multi-site. (multi-site employees)
- (b) The Hospital may post a multi-site position in accordance with the terms of this agreement. Prior to considering posting for multi-site position, the Hospital and Union agree to meet to discuss the specifics of such posting.

2. Single Site Employees

- (a) Assignment at a site other than the single-site employee's home site may arise due to educational needs, orientation, emergency/disaster or operational needs related to an unforeseen temporary staff shortage.

It is understood that an orientation has or will occur in order for the employee to provide care cognizant of both their own Occupational Health and Safety and the safety of the patient(s).

- (b) Assignment at a site other than the home site for the purpose of meeting operational needs is subject to having exhausted any home site rights and will be made as follows:

- i) From those who have volunteered/requested to work at other site(s) and who possess the requisite skills.
- ii) From the most junior employee who possess the requisite skills, and has received the above mentioned orientation.

3. Pay for Travel Time and Transportation Allowance

- (a) If a single-site employee is assigned to work other than at their regular work site, they will be paid the transportation allowance from the home site to the related site and back. Multi-site employees will be paid the transportation allowance only if they are assigned to the other site after reporting to work.

4. Overtime, Training and Seniority Accrual

- (a) If a shift at straight time pay cannot be filled by staff at the site where the shift is available and overtime pay shift is approved, it will be offered to staff of the designated home site first.
- (b) Hours of work and overtime shall be in accordance with Article 13 and Article 14 of the Collective Agreement. All hours worked at all sites will be utilized for determining eligibility for overtime pay.
- (c) The Employer shall ensure that single-site employees assigned to work at a related site shall be suitably trained operate tools and equipment different from those at their home site.
- (d) Seniority for all hours worked shall accumulate to single integrated full-time or part-time seniority lists, in accordance with the Collective Agreement regardless of the sites where the hours were worked.

5. Employees Requesting Multi-Site Work

- (a) If an employee requests additional work at a site other than their home site and such work is provided in accordance with the appropriate provisions, the employee shall bear the costs of kilometre and travel time where applicable.
- (b) Multi-site employees will be offered additional shifts in the order of seniority within either site/unit for which they have posted.

DATED AT Orillia, ONTARIO THIS 2nd DAY OF November, 2011.

FOR THE EMPLOYER

[Signature]

[Signature]

Beverly McFarlane

Catherine Racine

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]