

COLLECTIVE AGREEMENT

between

NIPIGON DISTRICT MEMORIAL HOSPITAL
(BEARDMORE REGIONAL HEALTH CENTRE)
(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 3NIPIGON DISTRICT MEMORIAL HOSPITAL
(BEARDMORE REGIONAL HEALTH CENTRE)

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	\$25.31	\$26.07	\$26.85
1 Year	\$25.64	\$26.41	\$27.20

ARTICLE 1 - DEFINITIONS

In this Agreement:

- 1.01 "Employee(s)" shall include only such persons coming within the scope of the bargaining unit described in Article 2.
- 1.02 "Administrator" shall mean the Chief Executive Officer at Nipigon District Memorial Hospital or a person appointed in writing to act in his absence.

ARTICLE 2 - RECOGNITION

- 2.01 The Hospital recognizes the Union as the exclusive bargaining agent of all registered and graduate nurses engaged in a nursing capacity employed by Nipigon District Memorial Hospital at Beardmore and in the Home Care Program at and out of Nipigon, save and except Nursing Supervisor and persons above the rank of Nursing Supervisor and employee(s) for whom any trade union held bargaining rights as of May 27, 1987.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The right to hire, retire, promote, classify, lay-off, recall, demote, transfer, discharge or discipline for just cause, to maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employee(s), is the exclusive function and responsibility of the Hospital. All matters concerning the operation of the Hospital not specifically dealt with herein shall be reserved to the Hospital and be its exclusive responsibility provided these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - RELATIONSHIP

- 4.01 A representative of the Union will be given an opportunity to interview a newly hired employee(s) during her or his orientation period.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 There will be one (1) Union Representative from Beardmore Regional Health Centre.
- 5.02 There will be one (1) employee(s) on the Negotiating Committee from Beardmore Regional Health Centre.
- 5.03 (a) The Union-Hospital Committee will consist of one (1) representative from the Union and one (1) representative from the Hospital.
- (b) The Bargaining Unit President/designate will identify to the Hospital which committee members require payment under Article 6.03 (e) at each Union-Hospital Committee meeting.
- 5.04 There will be one (1) employee(s) on the Grievance Committee representing

Beardmore Regional Health Centre. The Chairman of the Local's Grievance Committee may replace this employee(s).

- 5.05 The Professional Committee will consist of one (1) representative from the Union and one (1) representative from the Hospital.

ARTICLE 6 - GRIEVANCE ARBITRATION HEARINGS

6.01 Place of Hearing

Arbitrations shall be heard at Nipigon, Ontario, or Beardmore, Ontario, or at such other places as may be agreed upon by the Union and the Hospital.

ARTICLE 7 - SENIORITY

- 7.01 Seniority lists will be published in the months of January and July in each year.

- 7.02 An employee(s) who is terminating her or his employment with the Hospital will endeavour to give at least one (1) months notice except in unusual circumstances.

ARTICLE 8 - LEAVE FOR UNION BUSINESS

- 8.01 Leave for Union business shall be granted on the following conditions:

- (i) the cumulative total of days for Beardmore Regional Health Centre shall not exceed fifteen (15);
- (ii) a request for leave shall be made in writing at least four (4) weeks prior to the commencement of the leave, except in unusual circumstances;
- (iii) no more than two (2) employee(s) shall be given leave at the same time with no more than one (1) employee(s) coming from each service area;
- (iv) if having two (2) employee(s) on leave at the same time would interfere with the Hospital's ability to meet staffing requirements during the leave, the Hospital may limit the number of employee(s) absent on leave to one (1).

- 8.02 An employee(s) who serves as Local Co-ordinator for the Ontario Nurses' Association shall be granted a leave of absence without pay for up to a total of thirty (30) days annually. Leave of absence for Local Co-ordinators will be separate from Union leave provided in Article 8.01 above. It is understood that such leave will not be unreasonably denied and is subject to coverage.

ARTICLE 9 - BULLETIN BOARDS

- 9.01 The Hospital agrees to provide a bulletin board for the use of the Union. The

location of the bulletin board is to be mutually determined.

ARTICLE 10 - MISCELLANEOUS

- 10.01 The Hospital will make every reasonable effort to ensure that there is parking available with plug-ins for the employee(s) at Beardmore Regional Health Centre.
- At Nipigon, the Hospital shall provide adequate parking space; plug-ins shall be provided.
- 10.02 The Hospital agrees that wages shall be paid by cheque on every other Thursday. Cheques will be ready by 0730 hours on pay day, except in unusual circumstances, so that night staff may receive them before going home.
- 10.03 The number of employee(s) that may be absent at any one time under the Pre-Paid Leave Plan spelled out in Article 11.11 Central shall be one (1).
- 10.04 The Hospital will notify the Local President of the names of all employee(s) who go off work due to a work related injury or when an employee(s) goes on L.T.D.
- The Hospital will provide to the Union, a monthly list of all employee(s) on modified work programs at the beginning of each month.
- 10.05 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.
- 10.06 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.
- 10.07 The parties agree that any unsuccessful candidate for an ONA job-posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.
- 10.08 Any bargaining unit employee(s) 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 pre-authorized withdrawal process. It is understood that any transaction would be dated the first of each and every month.

ARTICLE 11 - SCHEDULING

- 11.01 The following scheduling regulations will be observed:
- (a) Employee(s) will not be scheduled to work more than five (5) days in a row, Monday to Friday.
 - (b) The Centre will be closed for appointments on Saturdays, Sundays and paid holidays.

11.02 A full-time employee(s) will not be scheduled to work in another service area of the Hospital without the employee(s)' agreement to work in that service area.

11.03 The full-time employee(s) shall receive three hundred and sixty (360) paid hours off each year as compensating time off in place of any premium payment entitlement under Articles 14.01, 14.06, 14.07 and 14.11. The Hospital will make every effort to replace the full-time employee(s) during this compensating time off.

The time off shall be scheduled as one (1) day off per week at a time which is mutually agreeable to the full-time employee(s) and her or his replacement. These days off shall occur in forty-eight (48) weeks in each year with the other four (4) weeks being the employee(s)' vacation.

The full-time employee(s) will continue to handle after hour calls as presently arranged and spelled out in the attached Letter of Understanding.

ARTICLE 12 - VACATION SCHEDULING

12.01 For the purposes of calculating the amount of vacation earned, the vacation year shall be regarded as being May 1st to April 30th.

12.02 The Hospital will endeavour to schedule as the weekend off the weekend prior to an employee(s)' vacation.

12.03 An employee(s) may request to take her or his vacation at any time of the year and the Hospital will attempt to schedule vacations accordingly. In the event of conflict between two (2) employee(s) as to the timing of vacations, seniority will govern. However, once an employee(s) has indicated a preferred vacation period, she or he may not then exercise seniority rights to change the stated period.

12.04 Vacation requests for the months of June, July and August shall be submitted to the Hospital in writing no later than April 15th in any year. Vacation schedules for those months shall be posted by the 15th of May. Vacation requests for other times of the year shall be made in writing to the Hospital at least eight (8) weeks in advance of the requested vacation time. The Hospital shall reply in writing within three (3) weeks of the receipt of the vacation request.

12.05 The Hospital in its discretion may permit an employee(s) to carry over one-half (1/2) of the annual vacation entitlement to the following year provided satisfactory scheduling can be arranged during the employee(s)' extended vacation period. An employee(s) who is permitted to carry over one-half (1/2) of her or his vacation entitlement to the following year and who wishes to take an extended vacation as a result must take the extended vacation during the period October 1st to April 30th.

12.06 Each regular part-time employee(s) shall be entitled to vacation time off without pay based on length of continuous service and in accordance with Article 16 of the Central Agreement.

No vacation days shall be taken prior to the completion of the probationary period.

12.07 Vacation pay for casual and regular part-time employee(s) shall be calculated on a yearly basis to the date of the last pay period in April of each year and shall be paid

to the employee(s) on the first regular pay day in May of each year.

ARTICLE 13 - PAID HOLIDAYS

13.01 The following are the paid holidays referred to in 15.01 of the Central Agreement:

New Year's Day (January 1 st)	Civic Holiday (1 st Monday in August)
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)

13.02 If a full-time employee(s) chooses to receive another day off with pay as provided in the Central Agreement, the following rules will apply:

- (a) The lieu day off must be taken at a mutually agreeable time on a day within thirty (30) days of the paid holiday.
- (b) If the lieu day off cannot be taken within thirty (30) days of the paid holiday, the lieu day off will be scheduled as soon as is practicable thereafter at a mutually agreeable time.
- (c) The full-time employee(s) shall be permitted to accumulate up to a total of five (5) lieu days off. It is agreed that the full-time employee(s) will make every possible effort to take accumulated lieu days off one at a time rather than collectively unless circumstances dictate that an exception be made to this rule.

13.03 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 14 - MILEAGE

14.01 An employee(s) required to use her or his automobile for work will be compensated as per Hospital policy.

ARTICLE 15 - JOB-SHARING

If the Hospital agrees to a job-sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

15.01 Job-sharing requests with regard to full-time positions shall be considered on an individual basis.

15.02 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) employee(s) and the Head Nurse of the unit.

- 15.03 The above schedule shall conform with the full-time scheduling provisions of the Collective Agreement.
- 15.04 Each job-sharer may exchange shifts with her or his partner, as well as with other employee(s) as provided by the Collective Agreement.
- 15.05 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(s) would be required to work.

15.06 (a) Coverage

It is expected that both job-sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Agreement

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit Supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

- 15.07 Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- 15.08 Any incumbent full-time employee(s) wishing to share her or his position, may do so without having her or 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.
- 15.09 If one of the job-sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee(s) will have the option of continuing the full-time position or reverting to a part-time position for which she or he is qualified. If she or he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

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DATED at Nipigon, Ontario, this day of , 2008.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

(to be attached to and form part of the Collective Agreement)

BETWEEN:

NIPIGON DISTRICT MEMORIAL HOSPITAL
(BEARDMORE REGIONAL HEALTH CENTRE)
(hereinafter referred to as the "Hospital")

AND:

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

RE: AFTER HOUR CALLS HANDLED BY THE FULL-TIME EMPLOYEE(S) – BEARDMORE REGIONAL HEALTH CENTRE

If the full-time employee(s) is in the community of Beardmore, she or he is available to handle emergency calls which come in outside of regular Centre hours unless she or he is ill. If the employee(s) is unwell, absent from Beardmore or otherwise unavailable, a recorded message will be put on the Beardmore Regional Health Centre answering machine referring clients to the ambulance service and/or the Nipigon District Memorial Hospital.

DATED at Nipigon, Ontario, this day of , 2008.

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(hereinafter referred to as the "Union")

RE: CREDITING OF SERVICE, SENIORITY AND INCREMENTS FOR EMPLOYEE(S) ON STAFF
AT THE EFFECTIVE DATE OF THE COLLECTIVE AGREEMENT

Employee(s) on staff at the Beardmore Regional Health Centre on the effective date of this Collective Agreement shall have their seniority and service with the Hospital credited in the following manner:

1. Time worked and/or paid in any ONA bargaining unit position or a forerunner position of a present bargaining unit position at the Hospital shall be credited to the employee(s) in accordance with Article 10 of the Central Collective Agreement. Transfers from one service area to another within the Hospital's employ and transfers from full-time to part-time or vice versa shall not be counted as resignations or terminations of employment unless there is an actual letter of resignation from the Hospital's employ signed by the employee(s) and on the employee(s)' file.
2. Current work in more than one (1) bargaining unit shall all count towards the employee(s)' present seniority and service.
3. Increments will be credited in accordance with the Collective Agreement and the credited service.

DATED at Nipigon, Ontario, this day of , 2008.

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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 Nipigon, Ontario, this day of , 2008.

FOR THE HOSPITAL

FOR THE UNION

