

COLLECTIVE AGREEMENT

BETWEEN:

NORTH BAY REGIONAL HEALTH CENTRE
(hereinafter referred to as "the Hospital")

AND:

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

FULL-TIME AND PART-TIME

EXPIRY: March 31, 2014

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APPENDIX 3**SALARY SCHEDULE - FULL-TIME and PART-TIME**

REGISTERED NURSE		
	Effective April 1, 2011	Effective April 1, 2013
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

GRADUATE NURSE		
	Effective April 1, 2011	Effective April 1, 2013
START	\$28.51	\$29.29
1 YEAR	\$28.91	\$29.71
2 YEARS	\$29.37	\$30.18
3 YEARS	\$30.82	\$31.66

NURSE CLINICIAN		
	Effective April 1, 2011	Effective April 1, 2013
START	\$30.86	\$31.71
1 YEAR	\$31.30	\$32.16
2 YEARS	\$31.79	\$32.66
3 YEARS	\$33.42	\$34.34
4 YEARS	\$34.96	\$35.92
5 YEARS	\$36.92	\$37.94
6 YEARS	\$38.88	\$39.95
7 YEARS	\$40.86	\$41.98
8 YEARS	\$43.81	\$45.02
25 YEARS	\$44.57	\$45.80

INFECTION CONTROL PRACTITIONER/PATIENT EDUCATION-PALLIATIVE CARE		
	Effective April 1, 2011	Effective April 1, 2013
START	\$30.41	\$31.25
1 YEAR	\$30.99	\$31.84
2 YEARS	\$31.49	\$32.36
3 YEARS	\$33.03	\$33.94
4 YEARS	\$34.62	\$35.57
5 YEARS	\$36.58	\$37.59
6 YEARS	\$38.53	\$39.59
7 YEARS	\$40.46	\$41.57
8 YEARS	\$43.37	\$44.56
25 YEARS	\$44.13	\$45.34

REGISTERED NURSE FIRST ASSISTANT (RNFA)		
	Effective April 1, 2011	Effective April 1, 2013
START	\$33.47	\$34.39
1 YEAR	\$33.96	\$34.89
2 YEARS	\$34.53	\$35.48
3 YEARS	\$36.23	\$37.23
4 YEARS	\$37.94	\$38.98
5 YEARS	\$40.07	\$41.17
6 YEARS	\$42.23	\$43.39
7 YEARS	\$44.39	\$45.61
8 YEARS	\$47.54	\$48.85
25 YEARS	\$48.38	\$49.71

APPENDIX 4

APPENDIX OF SUPERIOR CONDITIONS

- A-1 The salary recognition for additional preparation shall be paid in addition to salary schedules only when the specific skills afforded are utilized directly in the employment of the Nurse, and such bonuses shall be applied as follows:
- (a) Special clinical preparation (6 week course approved by the OHA, RNAO, and the Ministry of Health) - \$15.00 per month or .923¢ per hour.
 - (b) For a course in Nursing Unit Administration (CHA/CNA) -\$15.00 per month or .0923¢ per hour.
 - (c) One year University certificate or Diploma in Nursing -\$40.00 per month or .246¢ per hour.
 - (d) Baccalaureate Degree - \$80.00 per month or 49¢ per hour.
 - (e) Master's Degree - \$120.00 per month or 73.8¢ per hour.
- A-2 When a nurse is absent due to compensable or non-compensable illness or injury for a period of up to two (2) years, during the two (2) year period the nurse will continue to accumulate seniority.
- A-3 All accumulated sick leave credits up to January 31, 1968, will be used to supplement the HOODIP Plan in accordance with the Schedules set out therein. A nurse with five (5) or more years` service with the Employer, upon termination of employment, shall be entitled to one-half of her unused portion of sick leave, but shall not exceed a maximum of fifteen (15) days.

APPENDIX 5 - LOCAL ISSUES

ARTICLE A – RECOGNITION

A-1 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered Nurses and Nurses who hold a Temporary Class Certificate of Registration, employed by North Bay Regional Health Centre in a nursing capacity, save and except, office and clerical staff, Occupational Health Nurses, Unit Managers/Coordinators, those above the rank of Unit Managers/Coordinators and employees for whom any other trade union held bargaining rights as of April 1, 2011.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 (a) The Association acknowledges that it is the exclusive right and function of the Hospital, subject to the terms of this Agreement and to prevailing legislation:
- i) to determine and establish, taking into consideration Article 18.06, standards and procedures for the care, welfare, safety and comfort of the patients of the Hospital;
 - ii) to maintain order, discipline, efficiency and quality patient care; and, taking into consideration Article 18.06, to make and alter, from time to time, reasonable rules, regulations, policies and procedures to be observed.
 - iii) to hire, discharge, transfer, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend, or otherwise discipline nurses for just cause, provided that a claim that a nurse who has acquired seniority has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - iv) to have the right to plan, direct and control the work of nurses in the operation of the Hospital. This includes the right to introduce new and improved methods, facilities and equipment and to control the amount of supervision necessary, work schedules, the planning or splitting up of departments and the increase or reduction of personnel in a particular area or overall.
 - v) to exercise any of the rights, powers, functions or authority which the Hospital held prior to the signing of this Agreement, except as those rights, powers, functions or authority are specifically abridged by this Agreement and these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.
- (b) It is agreed that the Hospital will exercise its rights reasonably and fairly.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 Nurse Representative

There will be a Nurse representative for each Nursing Unit in the Hospital, comprised of nurses from the bargaining unit.

C-2 Negotiating Committee

There will be a Negotiating Committee of six (6) nurses in total. Such Committee shall be comprised of nurses from the bargaining unit.

C-3 Grievance Committee

There will be a Grievance Committee of four (4) nurses in total. Such Committee shall be comprised of nurses from the bargaining unit.

C-4 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of six (6) representative members from the bargaining unit and six (6) representatives of the Hospital. Each party may have alternates to replace a member from time to time.

C-5 Professional Development Committee

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

ARTICLE D – INTERVIEW

D-1 The Hospital shall notify the Bargaining Unit President of the name, address, telephone number and start date of a newly hired nurse at the time her employment is confirmed with the nurse.

A representative of the Association in the employ of the Hospital will be given the opportunity to interview each newly hired nurse before the completion of the first month of employment. Such meetings may be arranged collectively or individually by the Hospital as part of the orientation program.

ARTICLE E - SENIORITY LIST

E-1 A seniority list for nurses covered by this Collective Agreement will be filed with the Association in the first week of March and the first week of September and shall be posted at each site. Employees shall have thirty (30) days from the date of the posting of the seniority lists to question their individual seniority and if no complaints are received within the thirty (30) day period, the seniority lists shall be deemed to be correct.

ARTICLE F - ASSOCIATION LEAVE

F-1 The Hospital, upon two (2) weeks notice from the Association, shall grant leave of absence to nurses appointed by the Association, to attend Association functions provided the number of nurses on such leave does not exceed eight (8) at any time and not more than one (1) from any nursing unit for an aggregate total, from both sites combined, of one hundred (100) working days in a calendar year. Reimbursement to the Hospital shall be in accordance with the Central Agreement. The Hospital will endeavour to allow two (2) nurses off from one (1) nursing area at each site subject to the operational requirements of the Hospital.

It is understood that the number of nurses and days referred to above are intended to apply as an aggregate of nurses from the full-time and part-time bargaining units.

F-2 In the event that a member of the Bargaining Unit is elected to the position of Local Co-ordinator as outlined in Article 11.02, additional time off as necessary to attend meetings will be granted. Such time off will be in addition to the days as outlined in F-1 and will be considered separate for the purposes of the number of nurses off from any one Nursing Unit.

F-3 The Hospital shall provide, upon request by a nurse, a written statement confirming absent days for professional or Association meetings.

F-4 A nurse who is required to attend an Association function will, if she so requests and where possible, be granted an alternate day off, without pay, providing she has given no less than two (2) weeks' notice. The day which would otherwise have been scheduled off will then be treated as a leave of absence for Association business under Articles 11.02 and F - 1.

F-5 The Bargaining Unit President shall be granted leave with pay for up to two (2) 7½ hour days per pay period to conduct regular union business with the Hospital and to address issues of mutual interest to the Hospital and the Association, including discipline and grievance meetings. Such paid leave of absence will be scheduled in advance at a mutually agreeable time.

Regular union business excludes such things as arbitration, union conventions and labour board.

It is expected that the Hospital will make every effort to arrange meetings with the Bargaining Unit President/Local Coordinator or designates during her/his hours of work.

The Employer will pay the Bargaining Unit President/Local Coordinator or designates at his/her regular straight time hourly rate for all time spent attending scheduled meetings with the Employer outside his/her regularly scheduled hours. Such hours will be invisible for the purposes of determining premium payments.

ARTICLE G - BREAK PERIODS

With reference to Article 13, break periods shall apply as follows:

G-1 Subject to the exigencies of patient care, in accordance with the provisions of Article 13.01 (b) and (d), nurses will be scheduled for meal breaks as follows:

Day Tour	Lunch	1100 – 1300 hours
	Supper	1630 – 1830 hours
Night Tour	Lunch	2300 – 0100 hours
	Supper	0400 – 0600 hours

G-2 Normal Daily Tours

Thirty (30) minutes of unpaid meal time and subject to the exigencies of patient care, thirty (30) minutes of relief periods.

G-3 Ten Hour Tours

Thirty-seven and one-half (37½) minutes of unpaid mealtime and subject to the exigencies of patient care, thirty-seven and one-half (37½) minutes of relief periods.

G-4 Extended Tours

Forty-five (45) minutes of unpaid meal time and subject to the exigencies of patient care, forty-five (45) minutes of relief periods.

G-5 Four Hour Tours - Part-time Only

Subject to the exigencies of patient care, one (1) fifteen (15) minute paid relief period.

G-6 It is understood that, subject to the requirements of the Uniform Policy, there will be no requirement for nurses to remain on the Hospital's premises during unpaid meal breaks. Any requirement to remain will result in overtime payment in accordance with Article 14.

ARTICLE H - SCHEDULING REGULATIONS

H-1 Shift schedules shall be posted showing six (6) weeks in advance except for the July and August time sheets which will be posted by June 1st. The Employer will endeavour to post the July and August time sheet by May 15th.

Night shift is the first shift of the day

H-2 Requests for specific days off are to be submitted in writing in the agreed upon method in each unit, two (2) weeks prior to the posting of work schedules. Requests for specific days off which are submitted less than two (2) weeks prior to the posting of schedules, or which occur following the posting of work schedules, must be processed in accordance with Article H-3 unless another arrangement satisfactory to the Hospital can be accommodated.

Nurses who do schedule/time sheet work as assigned by the employer shall either receive pay at straight time or equivalent time off at straight time, as mutually agreed upon between the Manager and the nurse.

- H-3 Where possible, nurses shall give the Hospital, in writing, at least twenty-four (24) hours notice of intent to exchange shifts, together with an undertaking signed, where possible, by a nurse willing to exchange such shift. Such requests, shall be subject to the approval of the Hospital, shall not result in any premium payments and shall not be unreasonably denied.

It is understood and agreed that the above changes in rotation can be made between any nurses regardless of employment status (FT/RPT, and Casual PT) and will include occasional give away shifts.

Upon the approval of the Manager (or designate), when nurses from the ACT Team request to exchange shifts in accordance with the above, these members will be permitted to exchange shifts with members from another bargaining unit if qualified to do the work and the nurse has first attempted to exchange with bargaining unit members and was unsuccessful in getting a replacement.

- H-4 During the period of December 15th to January 7th in order that nurses shall be scheduled off duty for a period of five (5) continuous days either at Christmas or New Year's, the following scheduling regulations may be amended as follows:

- (a) a nurse may be scheduled a seven and one-half (7½) hour tour following three (3) consecutive extended tours;
- (b) the weekend premium on consecutive weekends worked will not apply. It is not the Hospital's intent to have a nurse work more than two (2) weekends in a row.
- (c) master rotations may be altered if necessary. If the master is altered, the Hospital will make every effort to keep the rotation as close as possible to the original and return to the original master schedule as soon as possible.

Time off at Christmas will include December 24, December 25, and December 26 unless mutually agreed otherwise. Time off at New Years will include December 31, January 1 and January 2nd unless mutually agreed otherwise. In the event of a dispute between two or more nurses, seniority will govern.

All nurses other than those nurses whose units regularly operate on only Monday to Friday shall be available to be scheduled to work either Christmas or New Year's.

- H-5
- (a) Where a nurse is scheduled off on a weekend associated with a paid holiday, the Hospital will schedule so that such nurse shall also be off on the paid holiday unless otherwise mutually agreed or the nurse is participating in a master rotation.
 - (b) Where a nurse is scheduled to work the weekend associated with a paid holiday, the Hospital will schedule so that such nurse shall also work on the paid holiday unless otherwise mutually agreed or the nurse is participating in a master rotation.

- (c) It is recognized that a full-time nurse may be required to take the paid holiday off on the paid holiday in order to accomplish the language in clauses (a) and (b).
- (d) It is agreed that the Hospital shall not be required to schedule more nurses on a shift than are necessary to meet patient care needs in order to accomplish the scheduling outlined above.

H-6 Standby will not be considered a scheduled shift.

If a nurse is scheduled to be on standby for the Christmas or New Years timeframes, it will be counted as their Christmas or New Years worked.

H-7 Standby

The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any additional unit.

- (a) The employer agrees that standby will be distributed as equitably as possible among full time and part time nurses on the Unit who normally perform the work. It is understood that different unit/programs will distribute standby differently according to the unit/program requirements. While on standby duty, nurses must commit to report to the Unit within one (1) hour of being called in, except in emergency situations when the nurse will endeavour to arrive in less time.
- (b) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments, subject to approval of the Unit Director or designate.
- (c) Employees scheduled for standby shall be provided with a pager and/or a cellular phone.
- (d) For the purposes of scheduling only, standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
- (e) A nurse who is called in to work and:
 - i) works a minimum of four hours; and
 - ii) works to 0330 hours or beyond, and
 - iii) is scheduled for the next shiftwill be permitted leave with pay for that part of the next shift to allow twelve (12) hours between the end of the call in assignment and the commencement of work on the regularly scheduled shift.
- (f) In the event an employee is required to work for a period greater than sixteen (16) hours, the employer shall make reasonable efforts to relieve that employee from duty.

- (g) A nurse who is bumped or laid off from a tour will not be responsible for taking calls that tour.

H-8 Unless otherwise mutually agreed between the manager and the nurse, desk assignment if required by the employer will be rotated through full-time and regular part-time nurses on the Unit, provided such nurse is able to perform such assignment.

H-9 (a) On Units where there is a need to have registered nurses on all three (3) tours, the Hospital will endeavour to permit nurses on each Unit to have the choice of working days and evenings or days and nights.

- (b) In the event of a dispute between two (2) or more nurses, seniority will govern.

H-10 Prior to any change in the master schedule, the Association will be notified.

Nursing units without a master rotation shall have an opportunity to request master rotations.

H-11 (a) Third (3rd) Consecutive Weekend Premium

A nurse will receive premium payment for all hours worked on a third (3rd) consecutive and subsequent weekend save and except where:

- i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work; or
- iii) such weekend is worked as a result of an exchange of tour(s) with another nurse.

(b) Definition of a Weekend Off

Weekends on or off shall begin with the conclusion of the Friday tour and shall be at least fifty-six (56) hours until the beginning of the Monday day tour.

For the purposes of calling in for an additional tour, a regular part-time nurse who comes in for a non-ordered full tour at 1900 hours or later on a Sunday will not be paid weekend overtime premium pay for that tour and such tour shall not in isolation count as a weekend worked. Article 14 of the Central Hospital Agreement shall still apply.

(c) The day shift is deemed to be any tour where the majority of the hours fall between 0700 and 1500 hours.

The evening shift is deemed to be any tour where the majority of the hours fall between 1500 and 2300 hours.

The night shift is deemed to be any tour where the majority of the hours fall between 2300 and 0700 hours.

H-12 A full-time nurse shall not be required to work more than two (2) weeks of nights, to be followed by at least two (2) weeks of the day shift, unless necessary to achieve other scheduling objectives or unless requested otherwise by the nurse.

H-13 (a) Except as may be required to accommodate an exchange of shifts between two (2) full-time nurses, there shall be no single days off unless otherwise agreed on any nursing unit.

The Hospital will endeavour to apply this clause to RPT nurses if so requested.

(b) There shall be no scheduled split shifts, being defined as a tour assignment being split into two (2) parts.

H-14 Booking Off Shifts

Nurses must give the Hospital at least twenty-four (24) hours notice of their intention to book off a shift. Such action is subject to the approval of the Hospital, considering patient care and the efficiency of the Hospital, unless the absence is due to emergency or illness. The Hospital will not unreasonably deny these requests.

H-15 Scheduling Regulations - Normal Daily Tours - 7.5 Hours

Subject to Article 13.01 of the Central Agreement:

(a) In no instance will a nurse be required to work more than seven (7) consecutive tours without receiving a day off or premium payment shall be paid in accordance with Article 14.

(b) Subsequent to seven (7) consecutive days on duty a nurse shall have a minimum of two (2) consecutive days off.

(c) i) When a nurse is required to change tours, sixteen (16) hours shall be allowed between tours. If a nurse is scheduled and works a tour with less than sixteen (16) hours off after finishing the previous tour, the nurse shall be paid at premium rates for all hours worked on the subsequent tour.

ii) Nurses working in Ambulatory Care Unit where there are staggered day tours may be scheduled to work with no less than fourteen (14) hours off from the completion of the nurse's last scheduled tour or the nurse shall be paid at premium rates for all hours worked on the subsequent tour.

iii) The Hospital and the Association agree to a staggered day tour (0830 – 1700) on the weekend (Saturday and Sunday) in the Operating Room/PACU. There will be no less than thirteen (13) hours off from the completion of the nurse's last scheduled tour on the weekend or the nurses shall be paid at premium rates for all hours worked on the subsequent tour.

(d) At least forty-eight (48) hours of time off shall be provided following a regularly scheduled period of seven (7) consecutive night tours of duty. If

a nurse is required to report on the next tour in any less time than forty-eight (48) hours after finishing the seventh consecutive night tour, the nurse shall be paid in accordance with Article 14 for the period worked before the forty-eight (48) hours time allowed after seven (7) consecutive nights has expired.

- (e) The regular daily tours of duty of a full-time nurse or a nurse filling a temporary full-time position shall average five (5) calendar days per seven (7) calendar day period over the nursing schedules, for a maximum of one hundred and fifty (150) hours over a four-(4) week schedule.
- (f) The Hospital will schedule two (2) weekends off in a four-(4) week schedule.

H-16

Scheduling Regulations - Compressed Work Week

- (a) Extended tours and/or ten (10) hour tours shall be introduced into any unit when:
 - i) seventy percent (70%) of the nurses in the Unit so indicate by secret ballot, and
 - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) i) A compressed work week may be discontinued in any Unit when:
 - A) more than fifty percent (50%) of the nurses in the Unit so indicate by secret ballot; or
 - B) the Hospital, because of:
 - 1) adverse effects on patient care,
 - 2) inability to provide a workable staffing schedule, or
 - 3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the compressed work week in the schedule.
- ii) When notice of discontinuation is given by either party in accordance with paragraph (i) above, then:
 - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - B) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

- (c) No more than three (3) consecutive extended tours or four-(4) ten-(10) hour tours shall be scheduled unless mutually agreed upon between the nurse and her immediate supervisor.
- (d) (Full-Time Only) At least two (2) consecutive days off shall be scheduled after two (2) or more tours.
- (e) The Hospital will schedule every second weekend off unless mutually agreed otherwise.
- (f) At least forty-eight (48) consecutive hours off to be scheduled following a period of night shifts when changing to day shifts.
- (g) When a nurse is required to change tours, twelve (12) hours shall be allowed between tours. If a nurse is scheduled and works a tour with less than twelve (12) hours off after finishing the previous tour, the nurse shall be paid at premium rates for all hours worked on the subsequent tour.

PACU/Day Surgery may be scheduled to work with no less than thirteen (13) hours from the completion of the nurse's last scheduled tour or the nurse shall be paid at premium rates for all hours worked on the subsequent tour.

- (h) The Hospital shall schedule fifty percent (50%) of a full-time nurse's tours scheduled on the day shift.

H-17 Where the Hospital requests and the nurse agrees to change tours of duty or do additional tours, this is not to be construed by the Hospital as an agreement to be a waiver of premium pay where applicable. Where the nurse requests and the Hospital agrees to change tours of duty, it is not to be construed as entitlement to premium pay.

H-18 Part Tours

Where a nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article I in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7½) hours to a minimum.
- (b) No regular part-time nurse will be scheduled solely on tours which are comprised of less than seven and one-half (7½) hours in any pay period, except where such arrangements are requested by the nurse.

H-19 Commitment - Regular Part-Time

In order to maintain, or to be considered for, regular part-time status, the following requirements must be met:

- (a) i) Part-time nurses will indicate in writing their hours of availability for the May 15th – October 15th time frame at the same time as the vacation planner for that time period is posted (February 1st-February 28th) See Article J-1(a).

- ii) The part-time nurse must be available either Christmas or New Year's, and June 15 – September 15 (less vacation approved as per Article J).
- (b) The nurse must be available to work at least forty-four (44) weeks per year. The eight (8) weeks a nurse declares herself unavailable includes her vacation.
- (c) A regular part-time nurse must be available to work up to thirty-seven and one-half (37½) hours per pay period. For the purpose of clarifying “up to”, this means:
 - 33.75 hours for those nurses working extended tours only
 - 37.5 hours for those nurses working 7.5 hour tours only, and
 - 33.75 hours up to 37.5 hours for those nurses working a mix of extended and 7.5 hour tours.
- (d) The nurse must be available to work all three tours of duty, if required.

H-20

Scheduling (Distribution) of Part-time Tours

- (a) All regular part-time nurses in a Unit will be scheduled up to their committed hours by seniority before a regular part-time nurse from another unit is offered any available shifts.
- (b) When regular part-time nurses on the Unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the Unit on the basis of seniority, prior to offering tours to nurses from other units, subject to the following:
 - i) Regular part-time nurses who wish to be considered for additional tours must indicate their availability during the first week of January, April, July and October 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 nurse accepts an additional tour, she/he must report for that tour unless satisfactory arrangements are made.
 - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.
 - vi) A nurse who wishes to give away a tour will do so in accordance with the above provisions.
 - vii) If no regular part-time nurse is available at straight time rates, a casual part-time nurse may be called.

An error in the above mechanism for shift distribution will be remedied by offering the affected nurse a shift as an extra at a mutually agreed time. Such shift will not result in premium pay. The affected nurse working as an extra will not be assigned as a replacement if an absence subsequently arises on that shift which requires a call-in replacement of a regular part-time nurse.

H-21 It is understood and agreed that the assigning of additional tours arising from clause H-20 will not result in a claim for full-time status.

H-22 A copy of the posted and completed work schedules will be given to the Bargaining Unit President upon request.

H-23 (a) Introduction and Discontinuation of Innovative Schedules:

i) When seventy percent (70%) 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 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 layoff 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 five (5) months of the trial period, a meeting will be held with the unit, Hospital and Association to evaluate the trial period and to make recommendations to improve the schedules if needed. A further vote will then be conducted on the unit. Where the nurses in the positions agree and at least seventy percent (70%) of the nurses on the unit indicate their willingness to continue with the new master, the arrangement will continue.

(b) Discontinuation:

i) An Innovative Schedule may be discontinued in any unit when:

A) more than fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or

B) the Hospital, because of:

1) adverse effects on patient care,

2) inability to provide a workable staffing schedule, or

3) where the Hospital wishes to do so for other

reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the Innovative Schedule.

- ii) When notice of discontinuation is given by either party in accordance with paragraph (i) above then:
 - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - B) where it is determined that the Innovative Schedule will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

H-24 If a nurse is to be reassigned to work on another unit for a partial or single shift and no nurse volunteers, the nurse who shall be reassigned is most junior nurse (full-time or part-time) of the nurses on the unit for that shift, provided that the nurse is able to do the work available.

H-25 Standby on Christmas and/or New Year's will be considered as a holiday worked for the purposes of the application of Article H-4.

H-26 It is agreed that prior to any considered change to an existing unit tour or consideration of the implementation of a new unit tour, such change will be discussed with the Association. The Association will be allowed a reasonable time period to provide the Hospital with input regarding such changes.

H-27 If a regular part-time nurse is scheduled to work a four (4) hour shift and a consecutive seven and one-half (7 ½) hour shift becomes available with greater than twenty-four (24) hours' notice prior to the start of the booked four (4) hour shift, that nurse will be offered the seven and one half (7 ½) hour shift if he or she is entitled according to seniority and the shift would become an eleven and one quarter (11 ¼) hour shift.

H-28 If a regular part-time nurse is scheduled to work a seven and one half (7 ½) hour shift and a consecutive four (4) hour shift becomes available with greater than twenty-four (24) hours' notice prior to the start of the booked shift, that nurse will be offered the four (4) hour shift if he or she is entitled according to seniority and the shift would become an eleven and one quarter (11 ¼) hour shift.

H-29 Premium Pay Tours

- (a) It is agreed that premium pay tours will be offered to full-time and regular part-time nurses by seniority from a combined seniority list between full-time and regular part-time nurses when full-time and regular part-time nurses are eligible for premium pay as a result of already working seventy-five (75) hours.

However, the Employer is not required to offer an opportunity to work this premium tour if the tour would trigger premium pay under Central Article 14.03 and Article H (this includes H-11, H-15 (c)), H-16 (g), etc.)

- (b) If a weekend tour is offered and the nurse is not able to work the whole of the 7.5 hour/11.25 hour tour and works less than 7.5 hours, the nurse will not qualify for premium pay on the consecutive weekend as a result of working this part tour.

H-30 When it has been determined by the Hospital that a casual nurse will be called in / scheduled for a shift, the shift will be offered equitably to the casual nurses able to work on the unit.

H-31 2D/2N Schedule

It is understood that there shall be no additional cost factor to the Employer by implementing a 2D/2N rotation.

1. Introduction and discontinuation of 2D/2N schedule refer to H-23.
2. In the initiation of the 2D/2N schedule on a unit, employees who indicate they do not wish to do 2D/2N extended tours, the Hospital will schedule these employees a traditional twelve (12) hour tour rotation.
3. At any meeting with the Employer to discuss the initiation of the 2D/2N schedule, a member of the Local Executive will be in attendance.
4. The scheduling provisions contained in Article H-11 and H-16 are applicable to the 2D/2N schedule except as amended below:

H-11 (a) Overtime on Weekends

An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend, save and except where:

- i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- ii) Such employee has requested weekend work; or
- iii) Such weekends is worked as the result of an exchange of tours with other employees.

H-16 (c) (Full-time only) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid premium for the fifth and subsequent day until a day off is scheduled.

H-16 (d) This clause is suspended for the 2D/2N master full-time schedule.

H-16 (e) This clause is suspended for the 2D/2N master full-time schedule.

5. All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year.

ARTICLE I - PAID HOLIDAYS

I-1 The following designated holidays shall be recognized by the Hospital:

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

I-2 (Full-Time) Lieu days shall be granted within forty-five (45) days preceding or following the holiday. The day to be mutually agreed between the nurse and her immediate supervisor.

ARTICLE J – VACATIONS

J-1 (a) Vacation request sheets will be posted annually from February 1st to February 28th for nurses desiring vacations during the period May 15th to October 15th.

(b) Vacation request sheets will be posted annually from August 15th to September 15th for nurses desiring vacations during the period October 15th to May 15th.

(c) Approved vacations shall be posted October 1st and March 15th and not changed without the written consent of the affected nurses.

(d) The Hospital will avoid arbitrary rules by considering the realistic wishes of the nurses for vacation allotment. The Hospital must reserve the final decision as to the scheduling of vacation in order to maintain a safe and sensible staffing pattern to meet patient needs.

(e) In case of competition for a similar vacation period, the parties will adhere to the seniority guidelines in granting vacation allotment.

(f) For the purpose of scheduling vacations, the vacation year shall be from January 1st to December 31st

(g) Every effort will be made to optimize the number of nurses who will be granted vacation based on operational needs.

J-2 A request for a full week's vacation shall take precedence over a request for one (1) single day vacation. Such request will be granted if the scheduling circumstances change.

J-3 The Hospital will schedule the weekend before and after the vacation off where possible unless requested otherwise by the nurse.

J-4 Part-Time

- (a) A regular part-time nurse is entitled to vacation time off without pay as outlined in Article 16.
- (b) Vacation pay for part-time will be paid on every pay. It is understood and agreed that where applicable the additional vacation pay referred to in Article 16.06 of the Central Agreement will be paid on the third pay of the year.

J-5 Full-time Only

In the event of a short term layoff resulting from the closure of an area, a nurse who elects not to accept the layoff and make themselves available for work may, at the end of the applicable pay period, request vacation days for his/her scheduled tours for which there was no work.

It is understood and agreed that such vacation requests will be made in writing before the time sheets are submitted to payroll.

- J-6 The parties agree that, except in the case of extenuating circumstances, a nurse cannot cancel approved vacation once the schedule for that period of time has been posted.

ARTICLE K – MISCELLANEOUS

K-1 Bulletin Boards

The Hospital shall provide space on bulletin boards upon which the Association shall have the right to post notices of meetings and such other notices of a routine nature. The Hospital reserves the right to remove any postings deemed inappropriate and will notify the Association of such action.

K-2 Pay Roll

- (a) It is agreed and understood by the parties hereto that paydays for the duration of this Agreement shall be every second Thursday, except that some latitude shall be allowed the Pay Office where a designated holiday occurs during the week.
- (b) Make-up cheques for at least one (1) tour's pay will be provided within no more than three (3) working days of verification of the error.
- (c) The Hospital will provide nurses with a confidential electronic payroll summary or a confidential paper copy if the nurse so requests. It is understood that the Hospital will move to full electronic payroll summary, March 31, 2014.

K-3 Malpractice and Professional Liability Insurance

The Hospital agrees to continue to provide insurance to cover nurses and other employees in the event of any legal action brought against such nurses in the course of employment practices with the Hospital.

K-4 Uniform Allowance

- (a) With respect to affected nurses employed at the Scollard site as at March 31, 1995, the Hospital shall pay each nurse employed prior to July 1, 1975, a uniform allowance of thirty dollars (\$30.00) paid in one lump sum on the last pay in December effective in 1982.
- (b) The Hospital agrees to continue to supply and/or launder uniforms on the basis presently in effect for nurses in the following areas (Emergency, Critical Care Area, Operating Room, PACU, Renal Unit, Delivery Room, Nursery, NICU, and Endoscopy).

K-5 Overtime - Equivalent Time Off

Where a full-time nurse, or regular part-time nurse chooses equivalent time off in lieu of overtime payment, such as in the circumstances outlined under Article 14, such time will be taken within sixty (60) calendar days, unless a nurse and her Unit Manager mutually agree to an extension, or where it is agreed that such lieu time may be utilized to offset Unit closures and/or slowdowns.

If a nurse wishes, she may request that some of her banked compensating time be paid out in advance of the sixty (60) day expiry period.

K-6 Parking

- (a) It is agreed that the monthly parking fees paid by participating nurses shall entitle those nurses to park all employee designated lots.
- (b) The Hospital will continue its policy of paid parking at current rates. Prior to any changes in these rates to reflect change in costs of providing parking services, the proposed changes will be discussed at the Hospital-Association Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

K-7 When filling temporary full-time vacancies of six (6) months or longer, the Hospital shall consider full-time nurses who have expressed an interest in filling such vacancies at the same time as regular part-time nurses, on the basis of seniority, taking into consideration the Hospital's ability to replace the full-time nurse.

K-8 In accordance with Article 10.07 (b), unsuccessful applicants will be notified by the Hospital prior to the name of the successful applicant being posted.

K-9 Fleet Vehicles – Addiction and Mental Health Care Centre

In the event the Hospital ceases to provide fleet vehicles for transportation of clients or for client related activities, the Hospital will provide alternative means of transportation for staff. This article is only applicable to the Addiction and Mental Health Care Centre

ARTICLE L - JOB SHARING

- L-1 Pursuant to Article 20 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:
- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
 - (b) Total hours worked by the job sharer shall equal one (1) full-time position, which shall normally be split on a fifty-fifty (50/50) basis. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and subject to the approval of the Director of the Unit.
 - (c) The above schedule shall conform with the scheduling provisions of the Full-time Collective Agreement.
 - (d) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
 - (e) The job sharers involved will have the right to determine which partner works on scheduled holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
 - (f) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time nurse originating the request. Once the trial period is over, the nurse cannot revert to her former full-time position except under (h) below. All other assignments relating to an originating job sharer will be considered temporary during the trial period.
 - (g) Coverage:
 - i) Notwithstanding I - 19 local issues, distribution of part-time hours, it is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit Manager or designate must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Collective Agreement:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit Manager or designate, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
 - iii) Job sharers may accept an additional tour(s) when the available tour(s) has first been offered to all other regular part-time on the unit.

- iv) If, as a result of a layoff, there is a reduction in a job sharer's hours, the job sharer may be offered additional available tours according to Part-time Scheduling Regulations I - 19, in order to make up those same number of hours lost.
- v) Job sharers will not be considered eligible to replace full-time leaves of absence of less than sixty-(60) days duration arising outside the job sharing arrangement. Where a job sharer indicates an interest in filling a long term leave (e.g. pregnancy or leaves of equal or greater duration), such request shall be treated in accordance with Article 10.06 (d).

(h) Implementation

- i) Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and, in the event there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- ii) A) Any incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half ($\frac{1}{2}$) of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
B) Subject to Hospital approval, where two (2) full-time nurses on one unit wish to job share one (1) position, neither half ($\frac{1}{2}$) of their job will be posted. Should such action create one (1) full-time position, it shall be posted and filled in accordance with the Collective Agreement.
- iii) If one (1) of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the posted position, the remaining nurse will revert to her former status. If the remaining nurse was previously full-time, the shared position would become her position. If the remaining nurse was previously part-time and there is no part-time position available on the same Unit, she shall exercise her layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(i) Discontinuation

- i) 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.
- ii) Should the Hospital discontinue job sharing the nurses currently working those arrangements will have the option of reverting to their former status or remain part-time. It is understood that by returning to her former status, the nurse may have to exercise her

bumping rights in order to remain on her current unit.

ARTICLE M - PRE-PAID LEAVE

M-1 At least one (1) full-time and one (1) part-time nurse shall be allowed off at one (1) time unless otherwise mutually agreed.

ARTICLE N - MODIFIED WORK

N-1 (a) The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury/illness, for which there is a WSIB claim on file, or when a nurse goes on LTD.

The Hospital shall provide to the Union at the beginning of each month a list of all employees currently on modified work programs.

(b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital 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.

(c) 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.

N-2 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 cooperate in facilitating the return to work of disabled employees.

(a) A Joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One (1) of the Association representatives will be recognized as co-chair. The Committee will meet at least four (4) times each year. The Association co-chair, if she attends RWC meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in RWC meetings. Such hours are invisible for the purposes of determining premium.

(b) The Hospital will provide an updated list of information to the RWC before each quarterly meeting including the following:

i) nurses absent from work because of disability who are in receipt of Workplace Safety and Insurance Board benefits;

ii) nurses absent from work because of disability who are in receipt of Long Term Disability benefits;

- iii) nurses who have been absent from work because of disability for more than twenty-three (23) months;
 - iv) nurses who are currently on a temporary modified work program;
 - v) nurses who are currently permanently accommodated in the workplace;
 - vi) nurses who require temporary modified work;
 - vii) nurses who require permanent accommodation in the workplace.
- (c) A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of her ability to return to work including information regarding any restrictions.
- (d) When a returning nurse is in need of a permanent accommodation, the Hospital will notify the RWC co-chairs and will provide to them the information obtained under (c) above.
- (e) As soon as practicable, the co-chairs or their designates will meet with the affected nurse and the manager to create and recommend a return to work plan.
- (f) In creating a return to work plan, the Committee and the manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
- i) original position;
 - ii) original unit;
 - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
 - iv) alternate positions outside the original unit.
- (g) In creating a return to work plan, the Committee will consider the nurse's abilities and accommodation needs and if she is unable to return to work in accordance with Article (f) above, the Committee will identify any positions and areas of work in the Hospital in which the nurse may be accommodated.
- (h) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under Article (b) (vii) above.
- (i) The parties recognize that more than one (1) nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that in complying with Article (f), (g) and (h) above, they must balance additional factors including, in no particular order:

- i) skills, ability and experience;
 - ii) ability to acquire skills;
 - iii) path of least disruption in the workplace;
 - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce.
 - v) seniority.
- (j) When more than one (1) nurse is deemed by the Committee to be suitable for a particular position or arrangement, and the factors set out in Article (f), (h) and (i) are relatively equal, seniority shall govern.
- (k) The Committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.
- (l) The Committee will develop and recommend strategies for:
- i) Safely integrating accommodated workers back into the workplace;
 - ii) educating nurses about the legal, personal, organizational aspects of returning disabled workers to work.
- (m) Alternative Placements
- i) Before posting, the Occupational Health and Safety Consultant or designate will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with Article (f).
 - ii) If a vacancy is identified as suitable for accommodation purposes, the Occupational Health and Safety Consultant may recommend holding the posting and convene a meeting of the RWC as soon as possible to determine:
 - A) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse;
 - B) whether the posting of the position under the Collective Agreement between the parties may be waived;
 - C) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.
 - iii) When the parties agree to a permanent accommodation, whether or not a job posting is waived and whether or not the position is inside the bargaining unit, the parties will sign an agreement

containing the details of the accommodation.

- iv) The parties may agree to a written agreement for temporary accommodation of extended duration.
- v) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
 - A) The nurse is permanently accommodated in another position or arrangement.
 - B) The weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future.
 - C) The Employer may elect to fill the disabled nurse's home position by posting a temporary to permanent vacancy:
 - 1) in so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement;
 - 2) if and when it is confirmed that the disabled nurse cannot return to her original position, the position may be offered to the incumbent on a permanent basis;
 - 3) when a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
 - D) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

ARTICLE O – VIOLENCE IN THE WORKPLACE

O-1 Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. The Hospital will post a notice on all Units advising that no form of abuse will be tolerated in the workplace.

O-2 Violence Policies and Procedures

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

O-3 Notification to the Association

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

O-4 Function of Joint Health and Safety Committee

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

O-5 Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees should be present.

O-6 Training

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

O-7 Support and Counselling

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

O-8 Damage to Personal Property

The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

ARTICLE P – HEALTH AND SAFETY

P-1 Musculoskeletal Injury Prevention and Control

- (a) The hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
- (b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if,

- i) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - ii) there is a change in circumstances that may affect the health and safety of an employee.
- (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

P-2

Needle Stick and Sharps Injuries

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

SIGNING PAGE

DATED AT NORTH BAY, ONTARIO, THIS 3 DAY OF November, 2011.

FOR THE HOSPITAL

Joanne Lepoint

R. Dent

Ann Lapp

Diane Windsor

R. S. [Signature]

FOR THE UNION

Judy Burr
Labour Relations Officer

Amilae Regu

[Signature]

Karen Sutherland

Mary

MEMORANDUM OF AGREEMENT

BETWEEN:

NORTH BAY GENERAL HOSPITAL

AND:

ONTARIO NURSES' ASSOCIATION

RE: Lay Off

The parties agree to the following:

- 1) The day shift is deemed to be any tour where the majority of the hours fall between 0700 and 1500 hours.
- 2) Recognizing start times may vary on a single unit and in order to accommodate changes in patient volume and acuity, it may be necessary to alter the start time of the posted day shift to avoid the layoff of senior staff on the Unit.
- 3) If this results in a period of less than sixteen (16) hours between day shifts for any nurse affected by this change, premium pay shall not apply.
- 4) If a nurse is offered an additional shift with less than sixteen (16) hours off duty and he/she accepts that shift, premium pay shall not apply.
- 5) These provisions will also apply to ten (10) and twelve (12) hour shifts respectively.
- 6) If it becomes necessary to cancel one (1) of the day shifts on any unit, the least senior nurse shall be the one to be cancelled, regardless of the start time of her day shift.
- 7) As a result of Item No. 6 above, it may be necessary to alter the day shift start time of one of the other scheduled nurses.
- 8) This new procedure shall be effective upon the signing of this agreement.

DATED AT NORTH BAY, ONTARIO, THIS 3 DAY OF November, 2011.

FOR THE HOSPITAL

Joanne Lyle
K. Stewart
Don Lepp
Diane Windsor
DS

FOR THE UNION

Judy Ben
 Labour Relations Officer
R. Miller Regu
Smythe
Manary
Karen Sutherland

LETTER OF UNDERSTANDING

BETWEEN:

NORTH BAY GENERAL HOSPITAL

AND:

ONTARIO NURSES' ASSOCIATION

RE: Familiarization During Bumping

- 1) The parties agree that in the event of an anticipated Unit closure and/or layoff that the staff will be given the opportunity for familiarization (not orientation) to be completed prior to the bump taking place. The onus is on the nurse to make these arrangements.
- 2) The familiarization will take place at a time mutually agreed between the receiving Unit Director and the nurse. Such time not to exceed 11.25 hours.
- 3) Upon completion of the familiarization period, the nurse must be able to perform the available work.

DATED AT NORTH BAY, ONTARIO, THIS 3 DAY OF November, 2011.

FOR THE HOSPITAL

Joanne Leconte

[Signature]

Ann Lopez

Diane Windsor

[Signature]

FOR THE UNION

Judy Ben

Labour Relations Officer
R Miller

[Signature]

Marnay

Cheryl Sutherland

LETTER OF UNDERSTANDING

BETWEEN:

NORTH BAY GENERAL HOSPITAL

AND:

ONTARIO NURSES' ASSOCIATION

RE: Float Days for Bargaining Unit President re: PSLRTA NBRHC

The parties agree, on a WITHOUT PREJUDICE AND/OR PRECEDENT basis, to leave with pay for four (4) 7.5 hour days per year, in the following years:

2011/2012
2012/2013

The purpose of these days is to address additional issues arising as a result of the transition to the new PSLRTA.

DATED AT NORTH BAY, ONTARIO, THIS 3 DAY OF November, 2011.

FOR THE HOSPITAL

FOR THE UNION

Joanne Lepore
R. Deane
Barry Hoyle
Diane Windsor
R. S. Taylor

Judy Ben
 Labour Relations Officer
R. Millar
J. Smythe
Manaray
Walter Sutherland

LETTER OF UNDERSTANDING

BETWEEN:

NORTH BAY GENERAL HOSPITAL

AND:

ONTARIO NURSES' ASSOCIATION

RE: ON CALL TASK FORCE

The parties agree to discuss and propose recommendations and develop solutions to address on call issues by December 31, 2011. These solutions will be implemented no later than 6 weeks after December 31, 2011. Included on this task force will be:

- ONA Bargaining Unit President
- 1 (one) ONA Representative from each unit that is currently scheduled on call
- 2 Program Managers from the negotiating team
- 2 Program Managers from areas where on call is scheduled
- HR Generalist

DATED AT NORTH BAY, ONTARIO, THIS 3 DAY OF November, 2011.

FOR THE HOSPITAL

Joanne Lepore
K. West
Ann Lept
Diane Windsor
R. S. [Signature]

FOR THE UNION

Judy [Signature]
 Labour Relations Officer
R. Miller [Signature]
[Signature]
Manay
Shaun Sutherland

LETTER OF UNDERSTANDING

BETWEEN:

NORTH BAY GENERAL HOSPITAL

AND:

ONTARIO NURSES' ASSOCIATION

RE: Registered Nurse First Assist Role (RNFA)/ RN Combined Role

1. A combined role of RN/RNFA will be created in order to maintain full time employment. Two positions will be posted in accordance with the collective agreement. It is understood that available RNFA shifts will be equitably distributed among those in the combined positions.
2. A RNFA is a RN who has completed a surgical first assist certification through an accredited program.
3. Overtime and other premium payments (including weekend, evening and night as well as other appropriate premiums) will be paid in accordance with the Central Collective Agreement. All local scheduling regulations apply other than as amended by this agreement.
4. The RNFA wage grid is set out below. It is understood that when a Nurse works as an RNFA, the nurse will be compensated at the RNFA wage rate. When a nurse works as an RN, the nurse will be compensated at the RN wage rate.
5. Any monies owing to the RN's involved in the RNFA role as a result of implementing the wage grid in Appendix A will be paid no later than two full pay periods following receipt of this agreement fully signed.
6. The RNFA's will be expected to cover each other's vacation and incidental absences whenever possible. Indication otherwise should be made to the manager when completing each schedules.
7. All schedules will be subject to the approval of the Manager and subject to the operating needs of the Department.
8. The parties agree to monitor the success of the program and this letter is renewable annually. Should either party wish to discontinue the agreement, 90 days written notice to the other party is required and a meeting to discuss the discontinuation will be scheduled within 30 days of the notice.

- 9. Should the agreement be discontinued, any incumbent will be returned to her former classification position and job status in accordance with 10.08 and 10.09 (Full time, part time or casual).

DATED AT NORTH BAY, ONTARIO, THIS 3 DAY OF November, 2011.

FOR THE HOSPITAL

Joanne Lefevre
[Signature]
[Signature]
Ann [Signature]
Diane Windsor
[Signature]
[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature]
[Signature]
Manay
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

NORTH BAY GENERAL HOSPITAL

AND:

ONTARIO NURSES' ASSOCIATION

RE: Flexible Work Schedule in Diabetes Clinic for Full-time Registered Nurses

The parties have agreed to the following terms for implementation of a flexible work schedule in accordance with article 13.03.

The parties agree that all the terms of the Collective Agreement as outlined in the Central Document and Local Provisions shall apply, save and except those provisions modified by this Letter of Understanding.

The Hospital or Union may discontinue this practice but they must first give the other party 4 weeks notice and meet if requested to discuss this decision.

Hours of Work:

Full-time Registered Nurses will work from 0815 to 1715 Monday to Thursday.

Full-time Registered Nurses will work from 0815 to 1200 hours on Fridays.

Regular Part-time Nurses will work the same hours as the Full-time nurses when scheduled to work.

DATED AT NORTH BAY, ONTARIO, THIS 3 DAY OF November, 2011.

FOR THE HOSPITAL

Jeanne Laporte
[Signature]
Ann Lepp
Diane Windsor
[Signature]

FOR THE UNION

Judy Ben
Labour Relations Officer
R Millar Regu
[Signature]
Mariany
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

NORTH BAY GENERAL HOSPITAL

AND:

ONTARIO NURSES' ASSOCIATION

RE: SURPLUS FACTOR 80

It is agreed that the Surplus Factor 80 Program will be extended to January 1, 2013 for eligible employees. Eligibility criteria are:

- i) The member has exercised their rights in accordance with Article 10.08 and 10.09 of the ONA Central collective Agreement.
- ii) The employee's age and credited experience equals 80 years or more on the date their employment ends.

This arrangement meets the requirements of the OPSEU Pension Plan including legislation governing the Plan.

NBRHC will provide OPSEU Pension Trust written confirmation that the eligible member has exhausted all redeployment rights available under the collective agreement at the time that application for Surplus Factor 80 benefit is made.

No charge shall accrue to the employer for cost of providing this benefit.

DATED AT NORTH BAY, ONTARIO, THIS 3 DAY OF November, 2011.

FOR THE HOSPITAL

FOR THE UNION

Joanne Leung
[Signature]
Ann Lopez
Diane Windsor
[Signature]

Judy Burr
 Labour Relations Officer
R Miller Regu
[Signature]
Manauy
Karen Sutherland