

COLLECTIVE AGREEMENT

between

RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL
"ALLIED"
(hereinafter referred to as the "Hospital")

and

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

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APPENDIX 3**RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL "ALLIED"**

REGISTERED TECHNOLOGIST			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
Start	\$30.57	\$31.49	\$32.43
1 Year	\$30.57	\$31.49	\$32.43
2 Years	\$30.57	\$31.49	\$32.43
3 Years	\$31.44	\$32.38	\$33.35
4 Years	\$32.03	\$32.99	\$33.98
5 Years	\$32.74	\$33.72	\$34.73
8 Years	\$32.82	\$33.80	\$34.81
25 Years	\$33.32	\$34.32	\$35.35
ULTRASOUND/X-RAY TECHNOLOGIST			
Start	\$31.75	\$32.70	\$33.68
1 Year	\$31.75	\$32.70	\$33.68
2 Years	\$31.75	\$32.70	\$33.68
3 Years	\$32.54	\$33.52	\$34.53
4 Years	\$33.13	\$34.12	\$35.14
5 Years	\$33.85	\$34.87	\$35.92
8 Years	\$33.93	\$34.95	\$36.00
25 Years	\$34.44	\$35.47	\$36.53
OCCUPATIONAL THERAPIST/PHYSIOTHERAPIST			
Start	\$34.03	\$35.05	\$36.10
1 Year	\$34.03	\$35.05	\$36.10
2 Years	\$34.03	\$35.05	\$36.10
3 Years	\$34.88	\$35.93	\$37.01
4 Years	\$35.56	\$36.63	\$37.73
5 Years	\$36.35	\$37.44	\$38.56
8 Years	\$36.45	\$37.54	\$38.67
25 Years	\$36.98	\$38.09	\$39.23
PHARMACY TECHNICIAN			
Start	\$22.26	\$22.93	\$23.62
1 Year	\$22.26	\$22.93	\$23.62
2 Years	\$22.26	\$22.93	\$23.62
3 Years	\$22.26	\$22.93	\$23.62
4 Years	\$22.69	\$23.37	\$24.07
5 Years	\$23.20	\$23.90	\$24.62
8 Years	\$23.26	\$23.96	\$24.68
25 Years	\$23.61	\$24.32	\$25.05

APPENDIX 4

RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL "ALLIED"

SUPERIOR CONDITIONS

1. All current Superior Conditions to be maintained.

ARTICLE A – RECOGNITION

- A.1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent for all paramedical employees employed by Red Lake Margaret Cochenour Memorial Hospital, in Red Lake, Ontario, save and except Managers, persons above the rank of Manager and employees in the bargaining unit for which any trade union held bargaining rights on October 2, 2002.

CLARITY NOTE: For the purpose of clarity, the parties agree that the Manager, Pharmacy Service and the Manager, Food & Nutrition Services are excluded from the bargaining unit. The parties further agree that students hired to work over the summer period are also excluded from the bargaining unit.

ARTICLE B – MANAGEMENT RIGHTS

- B.1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and, without limiting the generality of the foregoing, it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, classify, transfer, promote, demote, lay-off, recall, discharge and suspend or otherwise discipline employees, provided that a claim by an employee that she or he has been discharged or otherwise disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees;
- (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

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

ARTICLE C – REPRESENTATION AND COMMITTEES

- C.1 Grievance Committee

The Hospital will recognize a Grievance Committee of one (1) employee.

C.2 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of two (2) representatives of the Hospital or designate and two (2) members of the Association, one (1) of whom shall be the Bargaining Unit President or designate. The membership of the Committee may be expanded by mutual agreement.

C.3 Negotiating Committee

The Hospital will recognize a Negotiating Committee comprised of up to two (2) representatives of the Association.

C.4 Professional Development Committee

There shall be a Professional Development Committee composed of at least two (2) representatives of the Association, at least one (1) of whom is full-time and one (1) of whom is part-time and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.

ARTICLE D – LEAVE OF ABSENCE – ASSOCIATION BUSINESS

D.1 Payment for Bargaining Unit President

It may become necessary for the Hospital to meet with the Bargaining Unit President in the capacity as Bargaining Unit President of the Association to discuss matters arising out of the administration of the Collective Agreement.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Hospital will compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of four (4) hours per month. Such hours cannot be taken as lieu time.

The Bargaining Unit President may appoint a designate, if they are unavailable.

ARTICLE E – SENIORITY LISTS

E.1 The seniority list for employees (as at December 31st and June 30th) will be filed with the Association and the Bargaining Unit and posted on the Association's bulletin board space by February 15th and September 15th of each year respectively.

ARTICLE F – PRE-PAID LEAVE

F.1 One (1) employee may be absent at any one time as provided in Article 11.11 (c). For purposes of this Article, this number shall mean from the full-time and part-time bargaining units combined.

ARTICLE G – HOURS OF WORK

G.1 The normal hours of work will be as follows:

Diagnostic Imaging Department

0700 – 1500;
0800 – 1600;
0900 – 1700.

Laboratory Department

0700 – 1500;
0800 – 1600;
0900 – 1700.

Physiotherapy Department

0700 – 1500;
0900 – 1700.

It is recognized this department currently works flexible hours.

Pharmacy Department

0800 – 1600.

When requested, the Hospital will discuss implementing flexible schedules with employees in individual departments.

If the Hospital decides to alter or add to any of the above-noted hours of work, it shall discuss the change with the employees concerned and the Association prior to making any changes.

G.2 Scheduling Regulations

The Hospital agrees to discuss any proposed change in the master schedule with the Association:

- (a) Schedules will be posted at least four (4) weeks in advance of the start of the scheduling period for at least four (4) weeks.
- (b) Definition of a Weekend

A weekend shall be fifty-six (56) consecutive hours between the completion of Friday's tour until the commencement of Monday's tour.

The Hospital will schedule each employee at least two (2) weekends off in three (3). An employee will receive premium pay in accordance with Article 14.03 for all hours worked on a second consecutive and subsequent weekend, save and except where:

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

NOTE: The employees consent to being scheduled off one (1) weekend in three (3) in order to allow for vacation time and leaves of absence for other employees in the department.

G.3 Part-time Scheduling

Should the Hospital hire regular part-time employees, scheduling and regular part-time commitment will be discussed with the Association.

G.4 Standby

- (a) Scheduled standby assignments will be distributed equitably amongst the qualified employees in any unit utilizing standby.

NOTE: It is acknowledged that non-Association Supervisors work standby.

- (b) Standby assignments shall be posted at the same time as the tour of duty schedules. Employees shall be permitted to exchange their standby assignments by mutually arranging an exchange with another employee. Such exchanges must be approved by the employee's immediate Supervisor. Such approval will not be unreasonably withheld.
- (c) A full-time employee will not normally be scheduled for standby on a scheduled day off or scheduled on a weekend off unless mutually agreed between the employee and the Hospital.
- (d) Employees required by the Hospital to be on call/standby shall be provided with a beeper/cell phone at the Hospital's expense for the time during which they are on standby.
- (e) Transportation/mileage costs will be accumulated and submitted to the Hospital for payment at the end of the month.

ARTICLE H – PAID HOLIDAYS

H.1 The following twelve (12) holidays will be recognized by the Hospital:

New Year's Day (January 1 st)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	June Float Day
Victoria Day	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day (December 26 th)
Civic Holiday	Family Day

- H.2 Where a full-time employee is entitled to a lieu day under Articles 15.04 or 15.05 or a float day under clause 15.01, such day may be taken at a mutually agreeable time within ninety (90) days following the holiday.
- H.3 An employee who commences her or his employment after June 30th will not qualify for a June float day until the following year.
- H.4 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday 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.
- H.5 Written requests to take lieu days must be presented to an employee's immediate Supervisor. Such requests will be responded to within seven (7) calendar days.

ARTICLE I – VACATIONS

- I.1 Vacations will be scheduled as follows:
- (a) Vacation requests are to be submitted in writing by the 31st day of March of each year.
 - (b) Subject to operating requirements, vacation will be granted on the basis of seniority within each individual department. Employees shall be given preference with respect to their vacation period in accordance with seniority. For the purposes of Article I.01 only, seniority shall mean the combined service as outlined in Article 10.03 of the Central Collective Agreement.
 - (c) Vacation requests made by March 31st will be responded to in writing by April 30th.
 - (d) Employees may also submit requests at other times. Such requests will be considered on a "first-come first-served basis". Other requests will be responded to in writing within fourteen (14) days.
 - (e) Employees may request less than a full week of vacation. During the months of June, July and August, however, requests of less than five (5) days will only be granted if they do not exclude another employee from receiving a full week of vacation during the time period in question.
 - (f) Provided it does not conflict with scheduled vacations for other employees and departmental efficiency, lieu days and/or accrued overtime may be used in conjunction with vacation time.
- I.2 Subject to operational demands, the Hospital will endeavour to honour all approved vacation requests.
- I.3 With prior consent of the Hospital, an employee may carry over one (1) week of vacation from one (1) year to the next.

ARTICLE J – MISCELLANEOUS

J.1 Retiree Benefits – Process for Payment

Any bargaining unit employee 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.

The Hospital will notify the Association of the benefit costs to retired employees in January of each year and each time the benefit costs are re-negotiated by the Hospital.

J.2 Bulletin Board

The Hospital will provide a bulletin board space for the posting of notices regarding meetings and other Association matters.

J.3 Upon submission of receipts, the Hospital shall provide a uniform allowance of up to one hundred and fifty dollars (\$150.00) annually for full-time employees and up to seventy-five dollars (\$75.00) annually for part-time employees.

ARTICLE K – MODIFIED WORK

K.1 The Hospital and the Association recognize they have a joint responsibility under the Human Rights Code to attempt to accommodate the return to work of an employee who is unable to perform all of the requirements of her or his position due to a handicap.

K.2 The Hospital will notify the President of the Local Nurses' Association of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.

K.3 When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with a Staff Representative of the Ontario Nurses' Association or her or his designate and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

K.4 The Hospital agrees to provide the employee with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE L – VIOLENCE IN THE WORKPLACE

L.1 The Hospital and the Association agree that no form of verbal, physical, sexual or racial abuse of employees will be condoned in the workplace.

- L.2 The Hospital, with the employee's consent, will inform the Association of any employee who has been assaulted while performing her or his work. Such information shall be submitted in writing to the Association as soon as possible.
- L.3 If an act of violence against an employee occurs in the Hospital and is reported, a copy of the Incident Report will be forwarded to the Joint Occupational Health & Safety Committee.
- L.4 The Hospital and the Association recognize that where preventative measures have failed to prevent violent incidents, counselling and support will be available through the Hospital's Employee Assistance Program to help victims recover from such incidents.
- L.5 The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property such as eye glasses, ripped uniforms and personal clothing as a result of being assaulted while at work.

DATED at Red Lake, Ontario, this 12th day of December, 2008.

FOR THE HOSPITAL

[Handwritten Signature]
[Handwritten Signature]

FOR THE ASSOCIATION

[Handwritten Signature]
[Handwritten Signature]

LETTER OF UNDERSTANDING

BETWEEN:

**RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL
"ALLIED"
(hereinafter referred to as the "Hospital")**

AND:

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

RE: COMBINING THE COLLECTIVE AGREEMENT FOR THE REGISTERED NURSE AND ALLIED EMPLOYEES

The parties agree to negotiate one (1) Local Issues Collective Agreement for the Registered Nurse and Allied Bargaining Unit employees of Red Lake Margaret Cochenour Memorial Hospital upon the expiry of the 2011 Collective Agreement.

The parties further agree they will meet at the same time and at the same bargaining table for the purpose of combining the Collective Agreement into one (1) document, with two (2) separate Recognition Clauses.

DATED at Red Lake, Ontario, this 12th day of December, 2008.

FOR THE HOSPITAL

Mullen

Kaatti

FOR THE ASSOCIATION

Mr. Mather

Jim D. Hest

