

**LOCAL ISSUES**

To The:

**COLLECTIVE AGREEMENT**

Between:

**ST. JOSEPH'S GENERAL HOSPITAL, ELLIOT LAKE  
(Hereinafter called the "Hospital")**

And:

**ONTARIO NURSES' ASSOCIATION  
(Hereinafter called the "Association")**

**EXPIRY DATE: March 31, 2011**

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## APPENDIX 3

**SALARY SCHEDULE****HOURLY RATE****Classification - Registered Nurse**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
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

**HOURLY RATE****Classification - Graduate Nurse**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	26.81	27.62	28.45

**HOURLY RATE****Classification - Nurse Practitioner**

	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
Start	43.64	44.95	46.30
1 Year	43.73	45.04	46.39
2 Years	43.73	45.04	46.39
3 Years	44.39	45.72	47.09
4 Years	45.46	46.82	48.23
5 Years	47.46	48.89	50.35
8 Years	47.58	49.00	50.48
25 Years	48.42	49.88	51.37

**APPENDIX 5**

**APPENDIX ON LOCAL ISSUES**

**ARTICLE A - RECOGNITION**

- A-1           The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in nursing care by the St. Joseph`s General Hospital, save and except Managers of Patient Care and persons above the rank of Manager of Patient Care.
- A-2           The word "nurses" when used in this Agreement shall mean persons included in the above-described bargaining unit.
- A-3           "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

**ARTICLE B - MANAGEMENT FUNCTIONS**

- 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 except as specifically limited by the express provisions of this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a)       maintain order, discipline, efficiency and quality patient care;
  - (b)       hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as herein provided.
  - (c)       determine in the interest of efficient operation and high standards of patient care and service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
  - (d)       generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
  - (e)       make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

- B-2 These rights shall be exercised in a manner consistent with quality patient care and with the provisions of this Agreement.
- B-3 The Employer will exercise its rights and administer the Collective Agreement reasonably and fairly.

**ARTICLE C - COMMITTEES AND REPRESENTATIVES**

- C-1 The Hospital will recognize three (3) nurse representatives representing full-time and part-time bargaining unit members.
- C-2 The Hospital will recognize a Grievance Committee of three (3) nurse representatives, representing full-time and part-time bargaining unit members. When a regular member is not available, she or he may be replaced by an alternate appointed by the Union.
- C-3 The Hospital will recognize a Negotiating committee of not more than three (3) nurses, representing full-time and part-time bargaining unit members. It is agreed that not more than two (2) nurses from any one unit shall be on this Committee
- C-4 There shall be a Hospital-Association Committee comprised of two (2) representatives of the Association and two (2) representatives of the Hospital. When a regular member is not available, she or he may be replaced by an alternate appointed by the Union. Any other person may attend by agreement of the parties.
- C-5 The Professional Committee referred to in Article 9.02, shall include two (2) representatives of the Association, one of whom will be the Bargaining Unit President or designate. If the Hospital decides to have more than two (2) representatives on this committee, then the Association will increase its membership representation accordingly.

**ARTICLE D - ASSOCIATION SECURITY**

- D-1 The Association will be notified two (2) weeks in advance of the scheduled orientation. The Association interview will be conducted by a member of the local executive during the orientation period and the member shall be paid in accordance with Article 5.06 of the Central Agreement.

**ARTICLE E - LEAVE OF ABSENCE**

- E-1 Leave of absence for Association business referred to in Article 11.02 will be granted upon two (2) weeks' written notice from the Association. It is agreed that not more than two (2) nurses from the Hospital and not more than one (1) per unit shall be absent on such leave at the same time. The total time of absence of all nurses granted under this clause shall not exceed an aggregate of one hundred (100) days in a calendar year. Requests must be approved by the Manager and such requests will not be unreasonably denied.

E-2            Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

**ARTICLE F – HOURS OF WORK**

F-1            A relief period, in accordance with the Central Collective Agreement, will be allowed during the first and second half of each shift.

F-2            Day tour will be the first tour of the day

F-3            It is agreed that the hours of work for nurses in the bargaining unit are either four (4) hours, 7.5 hours or 11.25 hours per tour. Four (4) hour tours will only be scheduled for nurses by mutual agreement between the nurse and Assistant Executive Director, Patient Care Services or designate.

F-4            Definition of evenings and nights for application of shift premium:

Evenings 1500 to 2300  
Nights     2300 to 0700

**ARTICLE G –SCHEDULING**

G-1            Principles of scheduling

(a)            Schedules will be posted four weeks in advance and cover an eight (8) week period. However, the Summer schedule will be posted by the third Monday in April and the Christmas schedule will be posted by November 15.

(b)            Master rotations are inclusive of scheduled days to be worked and tours on those days. Master rotations will not be changed without consultation between the manager and the Bargaining Unit President or designate. Management reserves the right to assign a rotation to a nurse. When more than one Master Schedule is available, all nurses on the unit will vote, by secret ballot conducted by the Union, to determine which schedule will be implemented. The option that receives the majority of votes will be implemented.

G – 2            (a)            The Hospital agrees that it will not preschedule a nurse to work a requirement for more than five (5) consecutive seven and one-half (7-1/2) hour consecutive shifts or three (3) consecutive extended shifts or premium pay will apply.

(b)            A period of at least sixteen (16) consecutive hours will be scheduled off between shifts worked by the nurse to prevent short changes on seven and

one-half (7-1/2) hour shifts and (12) twelve hours off for extended shifts or premium pay will apply.

- (c) No less than two (2) consecutive shifts shall be scheduled off between tour changes. No less than forty-five (45) consecutive hours for full-time and thirty-two (32) consecutive hours for part-time shall be scheduled off when a nurse finishes a period of night duty;
- (d) When a nurse is required to work overtime to the extent that the nurse does not have eight (8) hours off between the end of the overtime and the start of the next regular shift, the nurse shall be allowed (8) hours off before reporting for duty for the next regular shift. The nurse shall be paid straight time for the full shift. However, if the Hospital is unable to provide eight (8) hours of relief between the end of the overtime and the start of the next regular shift, the nurse shall be paid time and one-half for the full shift.
- (e) At least fifty percent (50%) of the full-time nurse's shifts shall be on the day shift when mathematically feasible.
- (f) The Hospital will make every effort to ensure pre-scheduled day shifts are shared equally where practicable amongst part-time nurses on a unit.
- (g) Agreement to do additional tours or change tours of duty will not be construed to be a waiver of premium pay where applicable
- (h) No split tours;
- (i) A full-time nurse will average seventy-five (75) hours per pay period.
- (j) For scheduling purposes the scheduling objectives for 11.25 hour tours will prevail when a mixture of 7.5 hour and 11.25 hour shifts are scheduled within a pay period.

### G - 3

#### Permanent Tours

Any request for the introduction or discontinuation of a permanent tour, evenings or nights, should be submitted in writing to the Unit Manager. The Unit Manager will review such request. If such requests can be accommodated according to staffing needs on the Unit and it is mathematically feasible within the master rotation requests will not be unreasonably denied. It is understood there are no permanent day tours. All permanent tour nurses will be required to work a minimum of two (2) extended tour day shifts four (4) times a year, at a time mutually agreed between the Unit Manager and the nurse involved. Management will provide reasons for denial of permanent shift request, in writing, to the nurse and the Bargaining Unit President.

### G-4

#### Weekend Work

- (a) Every second weekend off which shall include Saturday, and Sunday. Such weekend shall begin at 1500 hours on the Friday till 0700 on Monday for seven point five (7.5) hour tours and 1900 Friday for extended tours.

A nurse will receive the appropriate premium pay under Article 14 of the Central Agreement for all hours worked on a second (2<sup>nd</sup>) and additional, if any, consecutive and subsequent weekends, save and except where:

- (i) such weekend has been worked by the 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 the result of an exchange of shift with another nurse.
- (b) A weekend will be deemed to begin at the start of night shift on Friday and end at the start of day shift on Monday. A violation of the commencement of the weekend of more than four (4) hours will result in premium pay as outlined in G – 4 (a).
- (c) If the parties agree to a Unit Weekend Schedule in accordance with the language of Article 13.04 during the duration of the Collective Agreement, the signed agreement between the parties will be addressed as a Letter of Understanding and appended to the Appendix of Local Provisions

G – 5 Statutory Holidays

Employees will be paid the appropriate premium pay of their regular rate of pay for all hours worked on a statutory holiday. Payment for such holiday shall commence at 2300 hours on the evening immediately preceding the holiday and end at 2300 hours on the holiday day. Holidays taken or lieu days will be paid in accordance with Articles 15.05 and 15.08 of the Central Collective Agreement

G – 6 Part-time Commitment

Regular part-time nurses to be available as required by the Employer.

- (a) Available to work every other weekend
- (b) Available for all shifts
- (c) Available for their individual commitment. The minimum commitment is 37.5 hours for 7.5 hour tours and 33.75 hours for extended tours per pay period.
- (d) Available to work as scheduled on any tour on either,
  - i) Christmas (December 24th, 25th, 26th)
  - ii) New Year's (December 31st, January 1st, 2nd)
- (e) The Hospital will send out the Commitment Request Form to all part-time nurses in October and will become effective the first posted schedule after the Christmas schedule. Nurses will indicate if she is willing to be

prescheduled on a secondary unit(s) or if she only wants to be called for available shifts. The Hospital will ensure the nurse is booked an appropriate amount of time on the secondary unit to maintain competency.

G-7 Part-Time Shift Distribution

Each regular part-time nurse will be assigned work available on the pre-posted schedule up to their commitment per pay period by seniority on their unit. The remaining shifts shall be offered equally on the basis of seniority.

Once the schedule is posted and all regular part-time nurses are at commitment, extra or unscheduled shifts will be offered as follows on the basis of seniority up to seventy-five (75) hours.

1. Regular part-time – home unit
2. Regular part-time – secondary unit
3. Casual part-time

Full-time nurses will only be offered additional shifts on the basis of seniority per unit, when part-time nurses are not available at regular or premium pay.

Casual nurses shall not be pre-booked shifts on the posted schedule.

G -8 (a) Mutual Shift Exchange

- (i) Mutual shift change (MSE) is defined as trading of an agreed upon shift between two (2) nurses after the schedule is posted.
- (ii) Nurses may be allowed to trade days off on their own, providing that such request is submitted in writing to the Hospital forty-eight (48) hours in advance of the change and mutually signed by the nurses involved in the change and approved by the manager. Such mutual exchange of a tour of duty shall not result in overtime compensation to either of the nurses.

Such approval will not be unreasonably withheld. A nurse will be advised in writing within twenty-four (24) hours of the reason for such denial.

(b) Leave of Absence (LOA)

Leave of Absence (LOA) is defined as a request for time off without pay.

(c) Vacation (VAC)

Vacation (VAC) is defined as an earned benefit & considered to be paid time off for the purpose of requesting time off.

(d) Time-in-Lieu (TIL)

Time-in-Lieu (TIL) is defined as earned time banked by the nurse.

G – 9 Missed Shift Remedy

A violation of the protocol for offering additional opportunities shall be dealt with in the following manner:

- (a) Once a violation has been determined, the employee who should have been offered the additional opportunity will be offered an additional shift as an extra employee on the unit agreed upon between the employee and nursing management.
- (b) The employee's request for this additional shift must be submitted in writing and approved by nursing management.
- (c) Once approved, the shift will be scheduled and worked and the employee will be paid at the appropriate rate of pay.
- (d) It is further understood that the employee works the shift on the unit as an extra employee and does not displace an employee entitled to the shift.

G –10 Standby

- (a) Principles
  - i) The Employer agrees that standby will be distributed as equitably as possible among the qualified employees who normally perform the work.
  - ii) Employees may exchange or give away standby duty with the mutual consent of the employees involved. Requests must be submitted to the manager for approval. Requests shall not be unreasonably denied.
  - iii) All aspects of Article 13 and 14 of the Central Agreement apply
  - iv) An On Call room(s) shall be made available in the Employer's premises for the use of employees who are required to assume standby duty.
  - v) The employer shall provide pagers for the use by employees who are required to assume standby duty.
- (b) Standby for Inpatient Units and ICU/Emerg., on Long Weekends
  - i) Standby on long weekends will be scheduled on a rotating basis among the part-time nurses qualified to perform the work. Full-time nurses may be scheduled standby based on mutual agreement between the nurse and the Hospital.

- ii) Standby will be exclusive of commitment.
- (c) Standby O.R.
  - i) Master schedules are inclusive of standby assignments. Master rotations will not be changed without consultation between the Manager, the staff of the unit and the Bargaining Unit President or designate.
 

When more than one Master rotation option is available all nurses will vote, by secret ballot conducted by the Union, to determine which schedule will be implemented. The option that receives the majority of the votes will be implemented.
  - ii) Prior to the posting of the December schedule, the manager will post a list of long weekends for the following year. Nurses will indicate their preference for long weekends on call. It is agreed and understood that all weekends must be covered. Management reserves the right to assign long weekends not covered. This will not affect the master rotation.
  - iii) When an employee works more than fifteen (15) hours in total in the twenty-four (24) hour period prior to the start of their next regular shift, the employee shall be entitled to ten (10) hours time off before commencing the shift and will be paid straight time for the full shift. However, if the Hospital is unable to provide ten (10) hours of relief between the end of the time that the employee left the hospital and the start of the next regular shift, the nurse shall be paid time and one half for the full shift.
  - iv) When an employee informs management that the employee is unable to work overtime on a future date due to exceptional circumstances, management will make every effort to accommodate the request.

G-11 Reassignment

In accordance with Article 10 of the Central Agreement, if a nurse is to be reassigned, the nurse to be reassigned for a partial or single shift will be the most junior nurse on the Unit who is qualified to perform the available work.

G - 12 Introduction and Discontinuation of Extended Tours

- (a) Extended tours will be introduced on any unit on a trial basis for six (6) months when sixty-seven percent (67%) of the nurses in the unit so indicate by secret ballot and the Hospital is able to provide a workable schedule.
- (b) Following the trial period, extended tours will be continued on any unit when:
  - i) eighty percent (80%) 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 unreasonable or arbitrary manner.
- (c) A compressed work week may be discontinued in any unit when:
- (i) sixty-five percent (65%) of the nurses in the unit so indicate by secret ballot; or
  - ii) the Hospital because of:
    - A) adverse effects on patient care,
    - B) inability to provide a workable staffing schedule,
    - C) states its intention to discontinue the compressed work week in the schedule.
- (d) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- i) the parties shall meet within fourteen (14) calendar days of the giving of notice to review the request for discontinuation; and
  - ii) 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.

G – 13

Christmas/New Years Time Off

- (a) The scheduling regulations will not operate for pre-scheduling purposes except for G-2 (c) during the two consecutive pay periods in which Christmas and New Year's fall. Should Christmas and New Year's fall in one pay period the Hospital will choose the four (4) week window (always consisting of two pay periods). Following posting, the schedule regulations will apply when additional shifts are offered.
- (b) A nurse shall be scheduled off duty at least five (5) days at either Christmas or New Year's unless the nurse requests otherwise and the Hospital agrees except in areas which are not normally required to work weekends and paid holidays. In these areas the hospital will grant the above when operationally feasible. For the purpose of this Article the five (5) days shall be consecutive.

The Union and Hospital will meet during the first week of November to discuss and review the Christmas schedule.

- (c) Time off at Christmas shall include from the beginning of day shift December 24<sup>th</sup> until the beginning of day shift on December 27<sup>th</sup>.

Time off at New Year's shall include from the beginning of day shift on

December 31<sup>st</sup> to the beginning of day shift on January<sup>3rd</sup>.

- (d) The Hospital will endeavor to alternate staff having Christmas or New Year's time off each year.

G –14 Any violation of the above scheduling objectives will result in premium payment in accordance with Article 14.

G – 15 If the parties agree to a self scheduling during the duration of the Collective Agreement, the signed agreement between the parties will be addressed as a Letter of Understanding and appended to the Appendix of Local Provisions

G – 16 (a) Nurse Practitioner/R.N.E.C. will be compensated on the basis of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours.

- (b) Due to the nature of the work of the Nurse Practitioner/R.N.E.C. there will be flexible scheduling of hours in accordance with his/her patient load. The Nurse Practitioner/R.N.E.C. will adjust his/her schedule to compensate for the variations in that load. Any need for overtime compensation will be discussed with his/her manager.

- (c) Hours worked in excess of one thousand nine hundred and fifty hours (1,950) hours will be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Nurse Practitioner/R.N.E.C. and his/her manager. The Nurse Practitioner/R.N.E.C. and his/her manager will review the hours of work on a quarterly basis to monitor compliance. Should a Nurse Practitioner/R.N.E.C. be unable, due to patient care responsibilities, to utilize time in lieu, arrangements will be made with the manager to address this situation. This may include the payout of time in lieu bank at the appropriate rate.

G-17 Inclement Weather

The Hospital will not require nurses to report for work when highways are closed by an appropriate government agency in areas which directly affect the nurses' route of transportation. Nurses will be permitted to not report to work when such circumstances exist and shall be permitted to use banked time to cover her loss of earning. Nurses are expected to make every reasonable effort to reach their employment site once it is safe to do so. Nurses are required to determine through Hospital management whether they are needed to complete their shift.

**ARTICLE H - PAID HOLIDAYS**

- H-1            The Employer agrees to recognize the following paid holidays:
- |                                    |                      |
|------------------------------------|----------------------|
| January 1                          | August Civic Holiday |
| 3 <sup>rd</sup> Monday in February | Labour Day           |
| Good Friday                        | Thanksgiving Day     |
| Victoria Day                       | November 11          |
| 2 <sup>nd</sup> Monday in June     | December 25          |
| July 1                             | December 26          |
- H-2            For full-time the scheduling of lieu days shall be at mutually agreeable times, but must be taken within sixty (60) days after the holiday.
- H-3            For full-time the Hospital will pay for lieu days in the pay period in which the day is taken.

**ARTICLE I – VACATION**

Full-time nurses shall receive salary continuance while on vacation days.

- I –1            (a)        It is agreed and understood that vacations are not necessarily continuous and that not more than one full-time and one part-time nurse per unit per day will take vacations at the same time. The Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates. When taking the entire week, vacation will commence on a Monday and continue for seven (7) consecutive days. In the event that the full-time/ part-time quota is not utilized, two (2) of either full-time or part-time may be allowed off at one time.
- When operationally feasible, additional vacation requests will be granted based on seniority.
- (b)        The vacation year will be from July 1st up to and including June 30th of the following year. In the event that vacation is denied due to staffing shortage and the employee has attempted to request vacation, all remaining vacation hours may be carried over from one year to the next with mutual agreement between the nurse and the Assistant Executive Director, Patient Care Services or designate. Such request will not be unreasonably denied
- i)        The Hospital will post the Vacation Request List by January 15<sup>th</sup>. The nurses will have until the first Monday in March at 1500 hours to indicate their preference. Nurses will indicate on the Vacation Request List their preference for vacation in accordance with the number of weeks to which they are entitled and Article I – 1(c).
- ii)        On the third Monday in March by 1500 hours, a list shall be posted by the Nurse Manager of those nurses, in order of seniority, who were not granted vacation week(s) as requested.

- iii) These nurses will indicate their preferences for available vacation weeks remaining on the schedule by the second Monday in April by 1500 hours, and they shall be granted such vacation in order of seniority.
- iv) The approved vacation schedules will be posted no later than the third Monday in April of each year at 1500 hours.
- v)
  - A) A nurse shall request vacation days on the Vacation Request Form. A unit for the purpose of requesting days off shall be: ER/ICU; OR; In Patient Unit (3<sup>rd</sup> floor) and ACC. Nurses will endeavour to request vacation days prior to the schedule being posted. Such requests will be granted on a first come first serve basis.
  - B) Protocol for Approval of Time Off  
  
If more than one nurse request time off for particular hours, time off will be granted in the following order  
  
Vacation in week blocks  
Statutory Holidays  
Single Vacation days
  - C) It is agreed and understood that the Hospital is responsible for replacing nurses approved vacation. However if a nurse requests time off with less than four (4) business days notice to the Employer, it is agreed and understood that the nurse will replace him/herself.
- (c) Nurses will be limited to taking a maximum of two (2) consecutive weeks of vacation time during prime time. Prime time shall be defined as the Monday closest to July 1st to the Sunday following Labour Day.
- (d) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- (e) Approval for vacation shall be given fourteen (14) calendar days following the deadline in (b) above. Managers will use the amount of vacation in the nurse's bank at the time of approval to determine whether to grant or deny vacation.
- (f) Part-time Employees shall be paid vacation pay that has accrued during each pay period on the pay day for that pay period according to their vacation entitlement.
- (g) The Hospital reserves the right to grant or deny vacation within the aforementioned notice period. Requests will not be unreasonably denied. Once granted requests will not be revoked.

I-2 A nurse may request vacation days and these will be granted subject to mutual agreement after the posting of the approved vacation schedule.

Such days will not be granted during the period identified in Article G-13 (a) as the Christmas/New Years Time Off.

### **ARTICLE J- GENERAL**

J-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters.

J-2 Payroll statements will normally be made available for night staff upon coming off shifts on Friday morning. The parties understand and agree that, occasionally, circumstances might prevent such advance payment.

Make-up cheques will be provided for amounts in excess of four (4) hours or more pay within three (3) business days following the request.

J-3 The Hospital agrees to provide individual lockers to all full-time nurses. The lockers will be assessed annually through the Hospital-Association Committee.

J-4 When the present supply of gowns for OB and ER are exhausted, the Hospital will provide aprons in these areas.

J-5 The Hospital will continue to provide proper gloves for nurses exposed to blood products or human excretions as approved by the Occupational Health and Safety Committee.

J-6 The Hospital will continue to provide gowns in the OR and RR.

J-7 The Hospital will consider full-time nurses for temporary full-time vacancies in accordance with Article 10.07 (d).

J-8 That a binder be placed on each unit, by the Union that contains Central and Local Collective Agreements, Grievance Forms and Fact Sheet and Workload Reporting Forms. The Union shall be responsible for replenishing the contents of the Binder.

J-9 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified in writing. The parties further agree the notification will be copied to the ONA Bargaining Unit President.

### **ARTICLE K - SENIORITY LISTS**

K-1 The seniority list shall be filed with the Association in October and again in April of each year.

**ARTICLE L - PRE-PAID LEAVE PLAN**

L-1 The Hospital agrees to approve the application of two (2) full-time and two (2) part-time nurses annually for the Pre-Paid Leave Plan in accordance with the conditions of the Central Agreement.

**ARTICLE M – VIOLENCE PREVENTION AND CONTROL**

M-1 The nurse will complete an Employee incident report form in all cases of violence and/or abuse.

M-2 The Hospital in consultation with the joint health and safety committee shall develop, establish and put into effect, violence prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.

M-3 At least once a year the violence prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.

M-4 The review and revision shall be done more frequently than annually if,  
1) The employer, on the advice of the joint health and safety committee if any, determines that such review and revision is necessary; or  
2) There is a change in circumstances that may affect the health and safety of a worker.

M-5 the Hospital will provide training on violence prevention and control measures, procedures, practices and equipment to all employees as soon as possible after orientation and at least bi-annually thereafter.

M-6 The employer will conduct initial and on-going risk assessments to determine violence prevention and control measures, procedures, practices, equipment and training.

M-7 The joint health and safety committee will review compliance with violence prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.

M-8 The Joint Health and Safety Committee will inspect an area affected by violence as frequently as recommended by the JHSC, to review compliance with violence prevention and control measures, procedures, practices, equipment and training.

M-9 Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

M-10 The Employer will notify the JHSC and union in writing of all incidents related to violence within 4 days. For critical injuries the employer will notify the JHSC and the

union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 4 of the health care regulation.

## **ARTICLE N - NURSE ABUSE (HARASSMENT)**

N-1 If the nurse agrees in writing, the Hospital will notify the Association within seventy-two (72) hours of any formal complaint filed by him/her under the Hospital's harassment policy.

The Hospital will report its findings in a timely manner to the nurse(s) regarding any formal complaint filed under the Hospital's Harassment Policy. The nurse will have the right to have a member of the bargaining unit accompany her/him to any meetings.

N-2 The nurse can submit a claim for damages to their personal property, e.g. eye glasses, uniform, etc. All claims must be accompanied by receipts and will be reviewed by the Assistant Executive Director of Patient Care Services for approval. This clause will not result in double payment under any pre-existing benefit plans available to the nurse.

(a) The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.

(b) The parties agree that if incidents involving aggressive patient action occur, such action will be reduced and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Hospital Association Committee will include aggressive patients.

(c) The Employer shall notify the Union within three (3) days of any employee who has been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

(d) When an employee, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the employee.

The employee will endeavour to present her or his claim to the Employer

within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

#### **ARTICLE O – WORKPLACE SAFETY AND INSURANCE BOARD AND REINSTATEMENT**

- O-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 or L.T.D.  
  
The Hospital will provide to the Union a monthly list of all Bargaining Unit members on modified work programs at the beginning of each month.
  - (b) When it has been medically determined that an employee is unable to return to her former position due to a permanent disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive 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.

#### **ARTICLE P - JOB SHARING**

- P-1
- The Hospital agrees to a job sharing arrangement pursuant to Article 20 of the Central Agreement. The following conditions have been reviewed by the parties and shall apply unless otherwise agreed to:
- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis. Management reserves the right to limit the number of job sharing arrangements.
  - (b) 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) nurses and the Supervisor of the Unit. If the parties cannot come to an agreement, the Supervisor of the Unit, or her designate, will distribute the hours equitably over a six (6) week scheduling rotation.
  - (c) The schedule referred to in (b) shall conform with the full-time scheduling provisions of the Collective Agreement.

The initial distribution of shifts between job share partners, as set out above, will not result in violation of Article G. The split in hours of the full-time position will result in one of the job sharers having more, or less, than their commitment as defined in Article G. For the purpose of distributing extra or unscheduled shifts, as set out in Article G - Scheduling, job sharers will always be considered to have received their commitment as outlined in

Article G. Pre-scheduled shifts over and above the defined commitment will be taken into consideration when offering additional tours.

- (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 paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

On the basis of (c), the job share rotation will be scheduled off for either Christmas or New Years. The Supervisor of the Unit will ensure that time scheduled off for the job share rotation during either Christmas or New Years will be alternated on a year-to-year basis. The division of hours on the schedule for this period shall be determined by mutual agreement between the two (2) nurses and the Supervisor of the Unit. If the parties cannot come to an agreement, i.e. who will work either the Christmas or New Years holiday, the Supervisor will distribute the hours equitably for the period.

- (f) When one of the job sharers requests vacation in advance of the posted schedule, the remaining partner shall be scheduled to work at least his/her commitment as outlined in Article G. This does not preclude the remaining partner from working the full-time rotation during this period, as set out in (g) (ii) below.
- (g) i) 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.

NOTE: Job sharers should be prepared to address why they are not covering their partner's incidental illness.

- 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 Supervisor. However, it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible. If the remaining partner elects to cover only part of the leave, it will be expected that she/he picks up a combination of tours (e.g. not all day tours).

#### Implementation

- (h) 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.

- (i) Any incumbent full-time nurse wishing to share her position may do so without having her 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.

Discontinuation

- (j) Either party may discontinue the job sharing arrangement with sixty (60) 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.

**ARTICLE Q – MODIFIED/RETURN TO WORK PROGRAM**

- Q-1
  - (a) Prior to any employee returning to work on a modified/light/alternate work programme, the Hospital will notify and meet with the Bargaining Unit President or designate, manager, member and Occupational Health Nurse to discuss a back to work programme for the employee.
  - (b) 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.

Q-2 Modified Work/Return to Work Programs

The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
- (c) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of the pre-injury/illness job, shall be offered alternative suitable work. Every attempt will be made to offer alternative suitable work that is available and comparable in nature and salary to the pre-injury/illness employment.

**ARTICLE R – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL**

- R-1 The Hospital in consultation with the joint health and safety committee shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.
- R-2 At least once a year the musculoskeletal prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.
- R-3 the review and revision shall be done more frequently than annually if,
- (a) the employer, on the advice of the joint health and safety committee, if an, determine that such review and revision is necessary; or
  - (b) there is a change in circumstances that may affect the health and safety of a worker.
- R-4 The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees as soon as possible after orientation and at least bi-annually thereafter.
- R-5 the employer will conduct initial and on-going risk assessments to determine musculoskeletal prevention and control measures, procedures, practices, equipment and training.
- R-6 the Joint Health and Safety Committee will review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.
- R-7 The Joint Health and Safety Committee will inspect an area that has frequent repetitive strain injuries as frequently as recommended by the JHSC, to review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training.

**ARTICLE S – NEEDLESTICK/SHARPS SAFETY**

- S-1 Where workers may be exposed to a blood borne pathogen, the employer, with the input of workers throughout the institution through the joint health and safety committee, shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent actual or potential exposure.
- S-2 the exposure control plan shall include a sharps injury log that contains detailed information including the type of device involved, the manufacturer, brand and model, the department or work area where the exposure occurred and an explanation of how the incident occurred including the process for completing an Employee Incident Report in accordance with risk management best practices.

- S-3 The assessment and exposure control plan shall be reviewed regularly by the joint health and safety committee and updated at least annually, to reflect changes in technology and practices that will help eliminate exposure to blood borne pathogens. The employer shall ensure through the joint health and safety committee that the exposure control plan is accessible to and communicated to all employees.
- S-4 The employer shall, in consultation with the joint health and safety committee, eliminate employee exposure or minimize it to the lowest feasible extent through the use of engineering controls. "Engineering controls" means controls that isolate or remove the blood borne pathogens hazard from the workplace and include sharps with engineered sharps injury protection, needleless devices and shielded needle devices. Where engineering controls will reduce employee exposure by removing, eliminating or isolating the hazard, they must be used.
- S-5 Where exposure or the risk of exposure cannot be eliminated by the use of engineering controls, the employer shall use administrative controls to further reduce exposure or the risk of exposure to the lowest feasible extent.
- S-6 Where exposure or the risk of exposure cannot be eliminated by the use of engineering controls and administrative controls, the employer shall ensure the use of appropriate personal protective equipment.
- S-7 In implementing the exposure control plan, the employer shall provide workers with mandatory interactive training through the health and safety committee, including educational programs to build awareness of the risks associated with blood borne pathogens, and with information on the safest available alternative products and practices to eliminate these risks, including additional training for employees with no experience in handling human pathogens. Such training is to be provided on an ongoing basis in consultation with the joint health and safety committee.
- S-8 The employer, through the joint health and safety committee, shall ensure the adoption of measures to ensure the timely provision of post-exposure medical attention to any employees who receives a sharps injury. The employer also shall ensure that a post-exposure protocol is accessible and is communicated to all employees.

**SIGNING PAGE**

DATED AT Elliot Lake, Ontario, THIS 6 day of January, 2009.

**FOR THE EMPLOYER**

[Signature]  
Jeff Moutts  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**FOR THE UNION**

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

**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S GENERAL HOSPITAL ELLIOT LAKE**

And:

**THE ONTARIO NURSES' ASSOCIATION**

Re: OBS Coverage

The Hospital and the Union agree to standby for replacement of staff during short term transfers but not to use standby to replace sick leave.

When Primary OBS RN is required for emergency transfer and the inpatient acuity is such that an additional primary OBS RN is not required in the building, the Hospital may request on call coverage for said hours.

In the event of the need for unexpected OBS coverage including sick leave replacement, the following protocol will apply:

1. The shift will be offered on the basis of seniority to all primary OBS RN's at straight time.
2. The shift will be offered on the basis of seniority to all primary OBS RN's at premium time.
3. If no primary OBS available, then the shift will be offered on the basis of seniority to non primary trained RN's at straight time.
4. If no primary OBS available, then the shift will be offered on the basis of seniority to non primary trained RN's at premium time.

Should the Hospital be unsuccessful with either # 3 or # 4 above, or if no RN staff is available to work, standby be offered for the shift to the OBS prime by seniority. In the event that no primary OBS trained RN agrees to standby, the most junior RN will be assigned standby.

DATED AT Elliot Lake, Ontario, THIS 6 day of January, 2009.

FOR THE EMPLOYER

[Signature]  
[Signature]  
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[Signature]  
M. J. J.  
[Signature]

FOR THE UNION

[Signature]  
 Labour Relations Officer  
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**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S GENERAL HOSPITAL ELLIOT LAKE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Requests for time off

Requests for time off (other than vacation as outlined in Article I-1) will be submitted to the Manager.

The Manager will notify the nurse within five (5) business days (M-F) of receiving the request if a replacement has been found. If the Manager has been unsuccessful in finding replacement the nurse may arrange coverage. Any replacement requiring premium pay must have prior approval by the Manager's.

Requests made within seven (7) days of the requested time off will be a nurse's responsibility to find a replacement. Any replacement requiring premium pay must have prior approval by the Manager.

DATED AT Elliot Lake, Ontario, THIS 6 day of January, 2009.

FOR THE EMPLOYER

[Signature]  
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[Signature]  
[Signature]

FOR THE UNION

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

**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S GENERAL HOSPITAL ELLIOT LAKE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Ambulatory Care Scheduling

The Association and the Hospital agree to a need on the ACC Unit to schedule Employees a combination of 7.5 and 11.5 hour tours.

The Association and the Hospital further agree that when required Employees assigned to the ACC Unit may be scheduled four (4) consecutive tours not to exceed 41.25 hours total.

This will not constitute a violation of the Collective Agreement Article G-2 (a) for this Unit only.

DATED AT Elliot Lake, Ontario, THIS 6 day of January, 2009.

FOR THE EMPLOYER

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FOR THE UNION

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Labour Relations Officer  
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