

COLLECTIVE AGREEMENT

Between:

ALMONTE GENERAL HOSPITAL
(Hereinafter called the "Hospital")

And:

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

Expiry date: March 31, 2020

**APPENDIX 3 - SALARY SCHEDULE
APPENDIX 4 - SUPERIOR CONDITIONS
APPENDIX 5 - LOCAL PROVISIONS**

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ALMONTE GENERAL HOSPITAL

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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE A – RECOGNITION.....	3
ARTICLE B – MANAGEMENT RIGHTS.....	3
ARTICLE C – UNION REPRESENTATIVES AND ASSOCIATION COMMITTEES.....	4
ARTICLE D – SENIORITY LISTS	5
ARTICLE E – LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS	5
ARTICLE F – SCHEDULING REGULATIONS	5
ARTICLE G – MASTER ROTATIONS.....	7
ARTICLE H – PART-TIME SCHEDULING	7
ARTICLE I – STANDBY	10
ARTICLE J – ASSIGNMENT OF OVERTIME SHIFTS.....	10
ARTICLE K – CHRISTMAS SCHEDULING.....	10
ARTICLE L – VOTING PROCESS	11
ARTICLE M – INNOVATIVE SCHEDULING	12
ARTICLE N – VACATIONS.....	16
ARTICLE O – PAID HOLIDAYS	17
ARTICLE P – NOTIFICATIONS	17
ARTICLE Q – MISCELLANEOUS.....	18
ARTICLE R – WSIB, STD/LTD, AND RETURN TO WORK.....	18
ARTICLE S – RETIREE BENEFITS - PROCESS FOR PAYMENT	21
ARTICLE T – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL.....	21
ARTICLE U – VIOLENCE	21
ARTICLE V – UNION DOCUMENTATION	23
LETTER OF UNDERSTANDING:	
Re: Excess Hours of Work	25
Re: Part Time Vacation Payment	27
Re: Units with Shifts of less than Seven point five (7.5) hour.....	28
Re: Bargaining Unit President Time	29

APPENDIX 3 – SALARY SCHEDULE**FULL-TIME, REGULAR PART-TIME, CASUAL PART-TIME****HOURLY RATES****Registered Nurse**

	Effective April 1, 2018	Effective April 1, 2019
Start	\$32.66	\$33.23
1 Year	\$32.81	\$33.39
2 Years	\$33.36	\$33.94
3 Years	\$35.00	\$35.62
4 Years	\$36.66	\$37.30
5 Years	\$38.72	\$39.40
6 Years	\$40.80	\$41.52
7 Years	\$42.89	\$43.64
8 Years	\$45.94	\$46.75
25 Years	\$46.76	\$47.57

Nurses that hold a Temporary License will be paid the Start rate for Registered Nurses.

APPENDIX 4 – SUPERIOR CONDITIONS

Previously existing conditions retained as provided for in the O'Shea Interest Arbitration Award dated October 23, 1981 include the following:

A. Educational Allowance

Where the Hospital considers that additional educational preparation is required for a job then such preparation shall be paid for according to the following scale:

- | | |
|---|---------------|
| - Special courses and/or Nursing
Unit administration | - \$ 15/month |
| - 1 Year's University Diploma | - \$ 40/month |
| - Bachelor of Science Degree (Nursing) | - \$ 80/month |
| - Masters Degree (Nursing) | - \$120/month |

In the calculation of a nurse's basic rate of pay, the above additional allowance shall not be taken into account and is prorated for part-time nurses.

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A – RECOGNITION

- A.1 The Employer recognizes the Association as the exclusive bargaining agent of all registered nurses (including nurses who hold a Temporary Certificate of Registration) engaged in nursing care, at the Almonte General Hospital and Fairview Manor save and except Supervisors, those above the rank of Supervisor, and students employed during the school vacation.

ARTICLE B – MANAGEMENT RIGHTS

- B.1 Except as specifically abridged, delegated, granted or modified by this agreement, all the rights, powers and authority of management are retained by the management and remain exclusively and without limitation within the rights of management.
- B.2 Without limiting the generality of the foregoing, management's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its nurses and the right to discipline or dismiss nurses for just cause.
 - (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
 - (c) The right to select, hire, retire, discipline, dismiss, transfer, assign, promote, demote, classify, lay-off, recall, suspend nurses and select nurses for positions not covered by this agreement.
 - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.
 - (e) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.
- B.3 The Hospital agrees that in exercising its rights, as enumerated above, it will do so in a manner not inconsistent with the provisions of this agreement.

ARTICLE C – UNION REPRESENTATIVES AND ASSOCIATION COMMITTEES

- C.1 Union representatives - There shall be four (4) union representatives, one of whom shall be a part-time nurse.
- C.2 Negotiating Committee - There shall be a negotiating committee composed of the Bargaining Unit President and three (3) nurses, one of whom shall be a part-time nurse.
- C.3 Grievance Committee - There shall be a grievance committee composed of three (3) nurses.
- C.4 Association/Hospital Committee - There shall be an Association/Hospital Committee composed of Bargaining Unit President and two (2) members of the Association, one of whom may be a part-time nurse, and two (2) representatives of the Hospital, one of whom shall be the Chief Nursing Executive or designate Officer. The Terms of Reference for this committee will be reviewed annually. Meetings for this committee will be prescheduled and the duties related to drafting of minutes and agendas will be included in the Terms of Reference.
- C.5 Professional Development Committee
- There shall be a Professional Development Committee composed of two (2) members of the Association one of whom shall be the Bargaining Unit President or designate and two (2) representatives of the Hospital one of whom shall be the Chief Nursing Officer or designate and one human resources representative.
- C.6 Union representatives, committee members and Association officers will be responsible for supplying their supervisors with information as to time off as required by the terms of this agreement.
- C.7 The Hospital will endeavour to hold joint Hospital/Union meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled shift. When such Hospital/Union meetings are scheduled outside of the Bargaining Unit President's regularly scheduled hours, the hours will be banked or paid at the straight time hourly rate. Accumulated hours will be taken at a mutually agreed upon time or paid out within the calendar year earned.
- C.8 Occupational Health and Safety Committee
- The Employer will recognize two (2) bargaining unit members of the Joint Occupational Health and Safety Committee. When a regular member is not available, the member may be replaced by an alternate member that is appointed by the Union.
- C.9 The Hospital will pay full salary to the Bargaining Unit President for up to eleven point two five (11.25) hours per month. The Bargaining Unit President will conduct regular Union business with the Employer during the identified hours.
- Regular Union business excludes such things as arbitration, Union conventions and Labour Board issues. This provision does not preclude the Bargaining Unit President from taking Union Leave of Absences on any other day as identified in the Collective Agreement.

ARTICLE D – SENIORITY LISTS

- D.1 Seniority lists for full and part time nurses shall be posted in January and July and will include the final pay ending period of the preceding month; two (2) copies will be provided to the Bargaining Unit President, one may be electronic.

ARTICLE E – LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

- E.1 Upon written request, leaves of absence for Association business shall be granted pursuant to the following provisions:
- (a) Adequate notice of at least two (2) weeks is given to the Hospital.
 - (b) That not more than two (2) nurses from the hospital be absent at any one time.
 - (c) That the total number of days in any one (1) calendar year for such leave for all nurses not exceed fifty (50).
 - (d) In the event that a member of the Bargaining Unit is elected as a Local Coordinator of the Association the number of days shall be increased to eighty (80).

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 may be required to fulfil the duties of the position.

ARTICLE F – SCHEDULING REGULATIONS

- F.1 The normal daily shifts for regular seven point five (7.5) hours are:

DAYS	0700 – 1500 hours
EVENINGS	1500 – 2300 hours
NIGHTS	2300 – 0700 hours

The normal daily shifts for extended eleven point two five (11.25) hours are:

DAYS	0700 – 1900 hours
NIGHTS	1900 – 0700 hours

- (a) Schedules for full-time and regular part-time nurses shall be posted at least four (4) weeks in advance and shall cover a six (6) week period unless mutually agreed to by the Parties.
- (b) Requests for change in posted time schedules must be submitted in writing and co-signed by the nurses willing to exchange days off or shifts of duty. It is understood that a change in shift initiated by the nurses and approved by the Employer shall not result in overtime payment or premium payment for scheduling violations.

- F.2 The Hospital shall schedule a full-time nurse for an average of one (1) weekend off in two (2) weeks.
- F.3 A weekend off for regular seven point five (7.5) hours shall be defined as at least fifty-six (56) consecutive hours between the completion of the Friday evening shift at 2300 hours to the start of the Monday Day shift at 0700 hours.
- F.4 A Nurse will receive premium pay as provided for in Article 14 for all hours worked on a third and subsequent consecutive weekend, save and except where:
- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (b) such nurse has requested weekend work; or
 - (c) such weekend is worked as a result of an exchange of shifts with another nurse.
- F.5 Every consideration will be given by the Hospital to a nurse who requests to work evening or night tours on a permanent basis.
- F.6
- (a) A nurse will have forty-eight (48) hours off following the completion of the night tour prior to being scheduled on a different shift. If the nurse is not provided with forty-eight (48) hours off following the completion of a scheduled night tour the nurse will be paid premium for all hours worked on the next scheduled shift.
 - (b) A nurse will have a minimum of sixteen (16) hours off following seven and one half (7.5) hour shifts and twelve (12) hours off following the completion of an eleven point two five (11.25) hour shift.
- F.7
- (a) Schedules for regular shifts may provide for more than five (5) consecutive shifts of work, but not more than seven (7) consecutive shifts of work without days off. A nurse who is required to work an eighth consecutive and subsequent shift will be entitled to premium pay until a day off is scheduled.
 - (b) Schedules with combined shifts of 7.5 and 11.25 hours shall not have more than two extended shifts combined with no more than two regular shifts. A nurse who is required to work a fifth consecutive and subsequent shift will be entitled to premium pay until a day off is scheduled.
 - (c) These restrictions shall not apply where an arrangement can be made which is mutually satisfactory to the Union and the Employer.
- F.8 For the nurse who normally rotates tours, the length of normal working periods on evening or night rotation shall not exceed two (2) weeks in duration, except in extenuating circumstances.
- F.9 Where a nurse chooses equivalent time off as provided for in Article 14 all Statutory Holiday amounts shall be scheduled at a mutually agreed time between the nurse and the Manager. Any un-used Statutory Holiday time will be paid out on the last scheduled pay period in the Fiscal year ending March 31st.
- F.10 For purposes of Article 14, the hours for which weekend premiums shall be paid will be 0700 Saturday until 0700 Monday.

ARTICLE G – MASTER ROTATIONS

G.1 Master Rotations

- (a) Proposed master rotations will be developed by the Manager jointly with the staff on the unit. Copies of the proposed master rotation being changed will be provided to the Bargaining Unit President prior to being presented to the Unit staff for voting.
- (b) Where a master rotation schedule is changed due to a permanent long-term layoff or the addition of new full-time positions, the nurses on the affected unit will be provided with ninety (90) days' notice that their master rotation may be amended.

Where a master rotation schedule is changed pursuant to the above, individual schedule/rotations will be selected by seniority.

- (c) When new Master Rotations are developed on a Unit, the nurses will select the start position on the new schedule in writing based on their seniority and submit to the Manager.
- (d) Any nurse who is interested in working a vacant position in a master rotation will express this desire to the Unit Manager in writing. The Manager will assign work based on seniority based on the requirements of the Unit. Such request shall not be unreasonably denied.
- (e) If requested, copies of all schedules shall be provided to the Bargaining Unit President.

ARTICLE H – PART-TIME SCHEDULING

H.1 Part-time Scheduling

For the purposes of scheduling, there will be two categories of part-time nurses, regular and casual part-time.

Regular Part-time Nurses are those who are committed to be scheduled for a certain number of shifts as posted on the time schedule.

Casual Part-time Nurses are those who are called in on an irregular casual basis.

Requests for transfer from one status to another shall be made in writing to the Manager and copied to the Bargaining Unit President.

- (a) Regular Part-time Nurses must be available to work as required by the Hospital and the commitment will include the following conditions:
 - i) One weekend in two weekends.
 - ii) Availability for two of the three tours although specific preference for one tour other than days will be respected when possible.
 - iii) Available to work five (5) regular seven point five (7.5) hour shifts as required by the Hospital over the Christmas or New Year's

period. Nurses working extended shifts will be scheduled three (3) extended shifts as required in accordance with the extended shift scheduling regulation.

- iv) Available to be scheduled to work at least two eleven point two five hour (11.25) shifts or three seven point five (7.5) hours shifts a week on day and night shifts.
- v) To be available for scheduling a minimum of fifty-two (52) weeks per year minus their annual vacation entitlement including four (4) weeks between July 1 and August 31.

(b) Casual Part-Time Nurses

- i) Available for occasional shifts.
- ii) Casual part-time nurses may be pre-scheduled provided shifts remain unscheduled after being offered to regular part-time nurses.

H.2

Distribution of Part-Time Work

- (a) All regular part-time nurses on a unit will be scheduled up to their regular part-time commitment as per the master schedule before any casual part-time nurses are utilized.
- (b) When regular part-time nurses within their Unit have been given the opportunity to work up to their commitment, the hospital will offer additional shifts subject to the following:
 - i) Nurses who wish to be considered for additional shifts must indicate their availability in the manner prescribed by the Hospital;
 - ii) It is understood that the Hospital will not be required to offer shifts which would result in overtime premium pay;
 - iii) When a regular part-time nurse accepts an additional shift, the nurse must report for that shift unless arrangements satisfactory to the hospital are made;
 - iv) Provided they are qualified, nurses may submit their availability to work additional shifts to more than one unit.
 - v) Prior to the schedule being posted, if there are shifts that require coverage above the Unit's part time nurses commitment, a part time nurse may be scheduled up to full time hours of seventy five (75) hours in a pay period based on seniority and availability prior to additional shifts being assigned.
 - vi) Additional shifts that become available on the unit within a pay period will be offered equitably by seniority to regular part-time nurses within their Unit who have indicated their availability prior to offering shifts to casual part-time nurses within their Unit.
 - vii) If there are additional unscheduled hours that need to be covered when regular part-time nurses in their Unit have been scheduled up

to seventy-five (75) hours in the pay period, then the shift(s) will be offered to the casual nurses in that Unit prior to offering shifts to other casual nurses in the Bargaining Unit.

- viii) When a regular part time nurse accepts a shift on a unit that is not their home unit, the nurse must honour that assigned commitment.

H.3 Shifts of Less Than 7.5 Hours

Where a part-time nurse is scheduled to work less than a normal tour of seven point five (7.5) hours, Articles G and H in their entirety apply except as amended by the following:

- (a) Shifts of less than seven point five (7.5) hours will not be used as part of the normal scheduling on any unit without the agreement of the Union.
- (b) On units where seven point five (7.5) hour shifts are scheduled the Hospital will keep the number of shifts comprised of less than 7.5 hours to a minimum. There shall be an equitable distribution of shifts of less than seven point five (7.5) hours among the regular part-time nurses on the unit.
- (c) Nurses working shifts comprised of less than seven point five (7.5) hours shall be granted a paid rest period of fifteen (15) minutes per each four (4) hour period.
- (d) No part-time nurse will be scheduled solely on shifts which are comprised of less than seven point five (7.5) hours in any pay period, except where such arrangements are requested by the nurse and agreed to by the Employer and the Union.
- (e) Nurses working shifts comprising of less than seven point five (7.5) hours, shall not be scheduled to work more than five (5) consecutive shifts.
- (f) Where a part-time nurse is scheduled to work a shift of less than seven point five (7.5) hours, overtime will be paid for all hours worked beyond the scheduled shift.

H.4 Availability

- (a) For the purpose of providing coverage regular part-time nurses will declare availability for additional shifts on a twenty-four hour basis, four (4) weeks prior to the posting of the rotation.

For short term replacement purposes after the rotation has been posted part-time nurses may declare any additional availability. It is the responsibility of the part-time nurses to amend any changes to their availability.

- (b) A casual part-time nurse will declare availability on a four (4) week basis for work on specific shifts four (4) weeks prior to the posted rotation. It is the responsibility of the casual nurse to amend any changes to posted availability or non-availability for shifts.

ARTICLE I – STANDBY

I.1 Standby

- (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
- (b) Nurses scheduled for standby shall be provided with beepers.
- (c) Standby assignments shall be posted at the same time the schedule is posted.
- (d) Standby schedules will not be changed without consultation with the Nurse whose standby schedule is being changed in compliance with Article 14 of the Collective Agreement.
- (e) Nurses shall not be scheduled on standby when on scheduled vacation. Nurses will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the Union and the Employer.
- (f) When a nurses has been called in from standby and works any hours after 2400 hours, such nurse may request up to eight (8) hours of rest period following standby hours worked, prior to being required to work any scheduled shifts on that day.

ARTICLE J – ASSIGNMENT OF OVERTIME SHIFTS

J.1 Overtime shifts will be offered to all nurse on the unit. All unit nurses will be called in descending order of seniority, according to the following protocol once all part-time nurses assigned to that unit, have been scheduled seventy five (75) hours in the pay period.

- (a) Regular Part Time Nurses on the Unit
- (b) Regular Part Time Nurses from other Units
- (c) Casual Nurses
- (d) Full Time Nurses

ARTICLE K – CHRISTMAS SCHEDULING

K.1 The Employer agrees to schedule five (5) consecutive days off for full-time and regular part-time nurses, unless the Nurse submitted a written request to the Manager by September 15th, for fewer scheduled shifts off during the Christmas and New Year's period. Nurses will have either Christmas or New Year's period off. The Christmas period will include December 24, 25 and 26. The New Year's period will include December 31, January 1 and January 2.

It is expected that nurses will be scheduled to work alternating periods of the Christmas period and New Year's period from year to year. In the event that additional time off is available during the Christmas and New Year's periods it shall

be offered by seniority to those nurses scheduled on a shift with additional staff scheduled.

The Employer may at its discretion waive other scheduling/ staffing requirements during the period from December 15 to January 15. This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on a paid holiday.

The schedule covering a minimum of four (4) weeks during the Christmas and New Year's period will be posted by November 1st.

Request for specific days off and the submission of part time availability for the Christmas/ New Year's schedule period must be submitted in writing by September 15th.

ARTICLE L – VOTING PROCESS

L.1 Voting Process for Innovative Scheduling

(a) Innovative Scheduling initiatives will be implemented and there will be a trial period for a minimum of six (6) months when:

- i) The Hospital and the Union agree to implement a new innovative scheduling initiative.
- ii) The Hospital agrees that any innovative scheduling agreement shall not be withheld in an unreasonable or arbitrary manner.
- iii) Sixty percent (60%) of the full-time and regular part-time nurses on the unit will vote for innovative scheduling initiatives by a secret ballot, unless the Parties agree otherwise. Voting will be monitored/conducted by the Union and Employer.
- iv) The Hospital agrees to provide the Union with space on the unit to conduct the vote.
- v) The Hospital agrees to conduct joint Hospital and Union meeting(s) with the nurses prior to the vote to explain both the voting process and the implications of the innovative scheduling initiative. A copy of a draft innovative unit schedule will be available a minimum of four (4) weeks in advance to be reviewed by to the nurses at this meeting.
- vi) The Parties agree to establish all voting parameters prior to conducting the vote.

(b) Trial Period

There shall be a trial period of a minimum of six (6) months. The innovative scheduling initiative will be evaluated jointly by the Union, the Employer, and the members halfway through the trial period and at the end of the trial period.

(c) Continuation

Following the trial period in (b) above the scheduling initiative will be continued provided sixty (60%) percent of the full-time and regular part-time nurses on the unit vote positively by a secret ballot. This vote will be conducted prior to the end of the trial period or at a mutually agreeable time as identified by the Union and the Employer.

(d) Discontinuation

The scheduling initiative may be discontinued on the unit when sixty (60%) percent of the full-time and regular part-time nurses on the unit indicate by a negative vote conducted by the Union and the Employer or if the Employer provides evidence of any of the following reasons:

- i) Adverse effects on patient care; or
- ii) Inability to provide a workable schedule; or
- iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable, arbitrary or in bad faith.

When notice of discontinuation is given by either Party in writing in accordance with the above, the Parties shall meet within fifteen (15) days of the receipt of the written notice to review the request for the discontinuation.

Where it is determined that the scheduling initiative will be discontinued, affected nurses shall be provided with a minimum of ninety (90) days' notice, before the scheduling initiative is discontinued.

ARTICLE M – INNOVATIVE SCHEDULING

M.1 2 Day 2 Night (2D2N) Rotations

- (a) 2D2N rotations are specific rotations where a full-time nurse will be required to work two (2) eleven point two five (11.25) hour extended day shifts, followed by two (2) eleven point two five (11.25) hour extended night shifts, followed by five (5) scheduled days off. Nurses working 2 Days 2 Nights will not have their schedules changed to require them to work shifts resulting in more than 2 Days followed by 2 Nights being scheduled.
- (b) 2D2N rotations are for full-time nurses only.
- (c) No nurse is required to work a 2D2N rotation without their expressed consent. Nurses who do not wish to work a 2D2N rotation will express in writing their desire to work extended shifts in accordance with Article M.2. Nurses must have a successful vote for Extended Tours prior to written requests for a 2 Day 2 Night rotations being considered.
- (d) 2D2N rotations cannot be scheduled in any unit without the written agreement of the Union. Nurses willing to work a 2D2N rotation will indicate their agreement in writing, prior to the development of a master rotation.

- (e) Prior to formulating a 2D2N master rotation for any unit the parties must agree on all scheduling provisions specific to the 2D2N rotation. The master rotation will be developed based on the number of nurses who indicate their willingness to work a 2D2N rotation (usually nine (9) nurses). The finalized master rotation must be agreed upon by the parties prior to be presented to the nurses on the unit. Once the master rotation is finalized it will not be altered without the consent of the Union.
- (f) The 2D2N master rotation must be calculated to year's end to make sure the schedule provides 1950 hours for each nurse in each calendar year. The Parties will determine how additional hours will be added to the schedule to meet the 1950 hour per year requirement.
- (g) There will be a trial period of at least six (6) months for all new 2D2N rotations on any unit. Upon completion of the trial period each nurse will determine if they wish to continue the 2D2N rotation. A nurse wishing to return to an extended shift rotation will be permitted to do so.
- (h) Part-time nurses will not be disadvantaged, nor shall they suffer any negative effects due to the scheduling of a 2D2N rotation for full-time nurses.
- (i) If a nurse is scheduled to work a fifth (5) consecutive and successive shift(s), the nurse will be paid premium in accordance with the Collective Agreement Article 14.
- (j) Nurses working 2 Days and 2 Night will not be scheduled to work more than three (3) consecutive weekends. If a Nurse is scheduled to work on a fourth (4) weekend the nurse will be entitled to be paid premium in accordance with the Collective Agreement Article 14.

M.2

Extended Shifts

(a) Implementation and Discontinuation

- (i) Extended Shifts will be introduced in a Unit when a successful vote has been conducted by the Union and the Hospital, and when eighty percent (80%) of the nurses on the unit who vote by secret ballot, agree to extended tours.

The Hospital agrees to implement the extended shifts. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

- (ii) Extended shifts may be discontinued in any unit when:
 - A) 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;

- 3) financial constraints; or
- 4) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary;

and states its intention in writing to the Association to discontinue the extended tours.

- (iii) When written notice of discontinuation is given by either party in accordance with Article M.2 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 extended shifts will be discontinued, affected nurses shall be given ninety (90) days notice before the schedules are so amended.
- (iv) There will be an ongoing evaluation of the extended shifts in each unit.

It is understood that the implementation of extended shifts will be on a trial period for six (6) months. At the completion of the trial period a second vote will be taken to confirm the continuation of Extended shifts.

(b) Scheduling Regulations

- (i) Nurses working extended shifts solely will not be scheduled to work more than three (3) consecutive shifts.
- (ii) Nurses shall be scheduled at least two (2) days off following three (3) extended shifts.
- (iii) The maximum number of extended shifts that a nurse will work in any given seven (7) day period shall be five (5) extended shifts.
- (iv) Nurses who work extended shifts will be scheduled every other weekend off unless the Parties agree otherwise.
- (v) The weekend is defined as the completion of the Day extended shift at 1900 Friday to 0700 Monday.
- (vi) The parties agree that nurses working extended shifts will have their hours averaged over a six (6) week period which will equal two hundred and twenty five (225) hours scheduled in a six (6) week period.
- (vii) Nurses shall have a minimum of forty eight (48) hours off following extended night shifts.

M.3

Job Sharing Arrangements

Job Sharing is defined as an arrangement whereby two nurses share the hours of work of what would otherwise be one full-time position. Nurses entering into a job

share arrangement will be considered permanent part time status, regardless of former status.

- (a) Each job sharing position shall be required to have a six (6) month trial period.
- (b) Implementation – 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 that 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.

A full-time nurse wishing to share their position, may submit their request in writing to the Manager and copy the Bargaining Unit President. If the request for a job sharing arrangement is approved the full time member's half of the job sharing arrangement will not be posted. Only one half of the job sharing position will be posted, and selection will be made on the criteria set out in the Collective Agreement.

- (c) Any vacancy created by the proposed Job Sharing Arrangement will be filled temporarily for the six month trial period.
- (d) The Job Sharing Arrangement may be terminated by either party at any time upon written notification from the Employer, the Nurses or the Union with ninety (90) days' notice. Upon receipt of such Notice, a meeting will be held by the Parties within fifteen (15) days to discuss the discontinuation.
- (e) Job Sharers will have the option of determining between themselves which partner will work on a scheduled shift, however, all scheduled shifts must be covered. Such schedules will not be unilaterally imposed or changed by the Manager, but once the schedules are posted they will not be changed without the permission of the Manager. Such permission will not be unreasonably withheld.
- (f) If one of the Job Sharers leaves the arrangement, their position will be posted. If there is no successful applicant to the position, the remaining nurse will maintain part time status.

Should the Hospital discontinue the job-sharing arrangement the nurses currently working the job sharing arrangements will remain part-time unless the nurse applies and is successfully awarded another position.

- (g) A Letter of Understanding will be established and updated annually to include any changes or amendments to the Collective Agreement made by the Parties.
- (h) Scheduling

Schedules will conform with Article F of the Local Collective Agreement which sets out scheduling regulations.

The Job Share position will be granted five consecutive days off over either Christmas or New Year's. When one Job Sharer works the Christmas period or New Year's period, neither can be required to work the other Holiday period, unless agreed to by the nurse.

Job Sharers will be subject to cancellation of shifts based on their part time status.

Job Sharers will not be required to work in total, more paid holidays than would one (1) full-time nurse.

Each Job Sharer may exchange shifts with their partner as well as other nurses as provided by the Collective Agreement.

Job Sharers may make themselves available for additional shifts. Job Sharers are not required to cover for their partner in the cases of prolonged or extended absences of thirty (30) days or longer. Job Sharers shall be offered additional unscheduled shifts based on their seniority and availability only after all regular part time nurses in the Bargaining Unit have been provided with the opportunity to work the additional shifts.

In the event of a Leave for Vacation, Maternity, or other Leaves pursuant to Article 11 of the Central Agreement, beyond a thirty (30) day period may be covered by the remaining member of the job sharing arrangement. If the leaves of absence exceeding thirty (30) days, the remaining partner will have the option of covering all of the absent partner's shifts for the duration of the absence. The job sharer must confirm their willingness to cover the absence in writing with the Manager.

ARTICLE N – VACATIONS

N.1 For the purpose of calculating vacations and eligibility, the fiscal year shall be from April 1st of any year to March 31st of the following year. The date for determining vacation entitlement shall be the nurse's anniversary date.

N.2 A nurse shall submit a written request for the summer vacation period (June 15th – September 15th) on or before March 1st of each year. The Hospital will provide a written response to the Nurse and post approved vacation by May 1 of each year.

All other vacation requests outside the above submission deadline dates, will be submitted a minimum of four (4) weeks in advance of the posting of the schedule, in which the time off is being requested. These vacation requests will be provided with a written response within three (3) weeks of the date the vacation request is received. These vacation requests will be granted on a "first come, first served" basis. The Hospital will endeavour to schedule vacations on an equitable basis, having regard to the efficient operation of the Hospital. Where a dispute arises, seniority shall apply.

Vacation accrual will be identified on each pay statement. Vacation entitlement may not be accumulated from one year to the next unless expressly authorized by the Hospital.

Nurses may request in writing to carry over thirty-seven point five (37.5) hours of vacation, which will be utilized prior to June 30th.

N.3 Vacation pay for part-time nurses shall be paid by the Hospital in June and December.

ARTICLE O – PAID HOLIDAYS

- O.1 The Employer agrees to recognize the following paid holidays:
- | | |
|--|------------------|
| New Year's Day | Civic Holiday |
| Family Day (3 rd Monday in Feb) | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| 2 nd Monday in June | Christmas Day |
| July 1 st | Boxing Day |
- O.2 The Hospital will endeavour to schedule time off for recognized holidays as equitably as possible amongst full-time nurses in the same unit.
- O.3 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed for the full period of the shift.
- O.4 A lieu day shall be scheduled by mutual consent between the Hospital and the full-time nurse within a period of sixty (60) days prior to and following the holiday.
- O.5 A nurse may accumulate up to twenty two and a half (22.5) hours of lieu time. It is understood that these hours will be used as soon as possible. It is also understood any hours in excess of twenty two and a half (22.5) hours will be paid out. Any lieu hours remaining in the lieu bank at the completion of the fiscal year of March 31 will be paid out.
- O.6 Lieu time may be taken as part days.

ARTICLE P – NOTIFICATIONS

P.1 Request for Transfer

When a nurse would like to transfer to another position within the bargaining unit, an application for transfer may be submitted on form "ONA Request for Transfer" available in Human Resources. The Request for Transfer application will be valid until December 31 of each year. The Request for Transfer should include a resume and any education the nurse has obtained previously and should be updated based on any education completed during the year the Request for Transfer is submitted. The nurse is responsible to ensure any updated information is provided. The information on file is what will be considered at the time of the posting. Nurses shall submit their document to Human Resources electronically and Human Resources will confirm receipt.

P.2 Notification to Unsuccessful Job Applicants

The Parties agree that unsuccessful candidates will be notified within one week of the Employer's decision and prior to the posting of the name of the successful candidate.

P.3 Prepaid Leave

The number of nurses that may be absent at any one time under the prepaid leave programme shall be one (1).

ARTICLE Q – MISCELLANEOUS

- Q.1 (a) Where any provision of this agreement or any practice thereunder is at any time contrary to law, this agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this agreement conform to the law.
- (b) Correspondence
All correspondence arising out of, or incidental to this Collective Agreement shall be provided to the Bargaining Unit President and copied to the Labour Relations Officer and Chief Nursing Executive or designate unless as otherwise herein specified.
- (c) Bulletin Boards
The Hospital shall provide bulletin board space for the purpose of posting Association notices.
- (d) Supervisor
Wherever the word "supervisor" is used in this agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.
- (e) Interview
The interview referred to in Article 5 shall take place during Nursing/Corporate Orientation. The Employer will provide the Bargaining Unit President with the annual scheduled Nursing/Corporate Orientation dates.
- (f) Pay Day
Nurses shall be paid every second Friday by direct deposit banking. Any errors on regular paid hours greater than three hundred (\$300) dollars identified on Monday will be provided to the nurse by Friday on a separate cheque/deposit.

ARTICLE R – WSIB, STD/LTD, AND RETURN TO WORK

- R.1 The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury, nurses on Long Term Disability (LTD) as well as nurses who have been off work beyond two (2) weeks on Short Term Disability, on a monthly basis.
- R.2 When it has been medically determined that a nurse 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 member of the local executive to discuss the circumstances surrounding the nurse's return to suitable work.
- R.3 The Hospital agrees to provide the nurse and the Association with a copy of the WSIB Form 7 at the same time as it is sent to the Board.

R.4 Early and Safe Return to Work

The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled nurses. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

- (a) A Return to Work Committee (RWC) will be established for the Bargaining Unit, and at least one member of which will be a representative of the Union. The committee will meet as required when a member of the bargaining unit is returning to work from sick leave or injury. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium.

The Hospital will provide an updated list of information to the RWC before each meeting and on a monthly basis, including the following:

- i) Nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
- ii) Nurses absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
- iii) Nurses who required temporary or permanent accommodation in the workplace.

Should the committee not meet monthly, the Employer will provide the above information to the Bargaining Unit President or designate on a monthly basis.

- (b) It is understood that it is the obligation of the disabled nurse in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
- (c) The Occupational Health Department will discuss the needs of nurses for accommodation as soon as possible with their respective Manager or designate, and the Union and will advise the RWC as soon as possible when a member's return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
- (d) The Hospital will advise the Union of offers of permanent accommodation to members that are within or outside the bargaining unit. All Accommodation Agreements will be documented in writing and signed by the Parties.
- (e) The Parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the

Hospital will consider the skills, ability and experience of the nurses and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.

- (f) The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation. The committee will review any circumstances where attempts to accommodate a nurse have proven unsuccessful.
- (g) Before posting a position within the Bargaining Unit, the Hospital's Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to their home unit and discuss with the Bargaining Unit President.
- (h) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of patients and nurses working in the unit.
- (i) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the Parties will sign an agreement containing the details of the accommodation. The Parties may also agree to a written agreement for temporary accommodation of extended duration.
- (j) The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
 - i) the nurse is permanently accommodated in another position or arrangement;
 - ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future;
 - iii) the Hospital may elect to fill the disabled nurse's home position by posting a temporary to permanent vacancy;
 - A) In so selecting, the position will be filled in accordance with the job posting provisions of the collective agreement.
 - B) 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.
 - C) Where 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 parties' duty to accommodate that nurse.

ARTICLE S – RETIREE BENEFITS - PROCESS FOR PAYMENT

S.1 Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01 (h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first day of each and every month.

The Employer will notify the Union of the benefit premium costs for the retired nurses in January of each year, and each time the benefit premium costs are renegotiated by the Employer.

ARTICLE T – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL

T.1 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 nurses.

T.2 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.

T.3 The review and revision shall be done more frequently than annually if,

- (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
- (b) there is a change in circumstances that may affect the health and safety of a nurse.

T.4 The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all nurses during a new nurse's orientation and thereafter as required.

ARTICLE U – VIOLENCE

U.1 (a) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that she/he or another person is at risk of physical and/or psychological injury will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

(b) Violence Policies and Procedures

The Employer agrees to develop, in consultation with the Joint Health and

Safety Committee or Health and Safety representatives, formalized explicit policies and procedures to deal with violence. The policy will address the prevention or workplace violence, the management of violent situations, support to nurses who have faced violence. The policy and procedures shall be part of the nurse's health and safety policy and written copies shall be provided to each nurse at time of hire.

Prior to implementing any changes to these policies, the Employer agrees to consult with the Union and the Joint Health and Safety Committee (JHSC).

(c) Notification to the Union

The Employer will notify the JHSC and Union in writing of all incidents related to violence within four (4) days. For critical injuries the Employer will notify the JHSC and the Union immediately and in writing within forty eight (48) hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

(d) 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. The Employer, in conjunction with the JHSC, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

(e) Staffing Levels to deal with Potential Violence

The Employer will do a risk assessment to ensure that there are appropriate safety measures and staffing levels are in place.

(f) Training

The Employer agrees to provide training and information, developed in consultation with the JHSC, on the violence prevention and harassment policies and programs, and on prevention of violence to all nurses. This training will be done during a new nurse's orientation and updated on an annual basis for all nurses.

(g) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, the Employer will direct the nurse to counselling and supports that are available to help nurses recover from such incidents.

(h) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the nurse's personal property, such as eyeglasses, contact lenses or other prosthesis, etc ripped uniforms, personal clothing, as a result of being assaulted while performing work.

The nurse will endeavour to present the claim to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period.

Staffing Levels to deal with Patient Handling Hazards

The Employer agrees that, where there is a risk of injury due to patient handling hazards, as determined by an Employer risk assessment conducted with a worker member of the JHSC selected by the worker members on the JHSC, an adequate level of trained nurses, as identified by the risk assessment, must be present.

WSIB SURCHARGE REBATE INFO

The Employer shall provide the Joint Health and Safety Committee with information about surcharges and/or rebates from WSIB under their NEER program.

ARTICLE V – UNION DOCUMENTATION

V.1 Electronic Grievances

The parties agree that grievances may be filed electronically as well as by hard copy as per Article 7. A grievance sent through the hospital's internal email (i.e., using a hospital assigned email address) and/or a grievance sent from external addresses provided to the Hospital will be accepted by the Employer as having been properly presented.

V.2 Electronic Professional Responsibility Workload Reports

The parties agree that Professional Responsibility reports may be filed electronically as well as by hard copy as per Article 8. A Professional Responsibility report sent through the hospital's internal email (i.e., using a hospital assigned email address) and/or a Professional Responsibility report sent from external addresses provided to the Hospital will be accepted by the Employer as having been properly presented.

The Employer will ensure that the Bargaining Unit President is provided with a copy of all Professional Responsibility Reports received.

DATED AT ALMONTE, ONTARIO, THIS 30 DAY OF October, 2018.

FOR THE EMPLOYER

Liz Glover

Cyndy Woods

Maureen McLeod Frazer

Karen Bunes

Laura Scissons

FOR THE UNION

Marc Pandi
Labour Relations Officer

Katelyn Lackey

Susan Breckenridge

LETTER OF UNDERSTANDING

Between:

ALMONTE GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Excess Hours of Work

The Parties agree that the Employer may exceed the hours of work limitations set out in Section 17(1) (b) of the Employment Standards Act, 2000, but only for the following purpose and to the following extent:

- a. The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule over a standard of a six (6) week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time nurses or two hundred and twenty five hours (225) hours in a six (6) week period. Part time nurses will be scheduled no more than seventy five (75) hours in two weeks period. The averaging of hours will be adjusted for Units that have schedules that are of less than six (6) weeks.
- b. The Union agrees to average such scheduled hours over the same six (6) week period for the purpose of determining the nurse's entitlement, if any, to overtime pay under Section 22 of the ESA. This agreement does not apply to any combination of hours which includes hours not on the master rotations or schedules. Nothing in this agreement would disentitle nurses to ESA overtime for any additional hours worked that week. Nothing else in this agreement affects a nurse's rights under ESA Section 22.
- c. The master rotations or schedules referred to above must be approved by the Union and the nurses working in the relevant Unit at the time the rotation or schedule is introduced.
- d. The Union agrees that nurses may be asked to work more than their regular scheduled hours in a work day despite the limits set out in ESA Section 18(1), (2), (3) and (4) of the Act. Each nurse has the right to refuse the request to work beyond the limits in ESA Section 18(1), (2), (3), and (4) subject to the emergency provisions of Section 19 of the ESA.
- e. The Union agrees that nurses may be asked to work hours which provide less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceeds 13 hours. Each nurse has the right to refuse the request, subject to the emergency provisions of Section 19 of the ESA.
- f. The Union agrees that nurses may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than forty eight (48) hours in a week, up to a limit of sixty (60) hours in a week. Each nurse has the right to refuse the request, subject to the emergency provisions of Section 19 of the ESA.

With the exception of allowing the averaging of weekly hours for the purpose of determining the nurse's entitlement, if any, to overtime pay under Section 22 of the ESA this agreement shall not be interpreted to disentitle a nurse to any other premium payment under any other provision of the Collective Agreement

DATED AT ALMONTE, ONTARIO, THIS 30 DAY OF October, 2018.

FOR THE EMPLOYER

FOR THE UNION

Liz Glover

Marc Pandi
Labour Relations Officer

Cyndy Woods

Katelyn Lackey

Maureen McLeod Frazer

Susan Breckenridge

Karen Bunes

Laura Scissons

LETTER OF UNDERSTANDING

Between:

ALMONTE GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Part Time Vacation Payment

The Parties agree that all current part time and casual nurses that are receiving the bi annual vacation payment as per Article N.3 will maintain this method of vacation payment, unless the nurse agrees in writing to have the vacation percentage paid on each pay statement.

All newly hired part time and casual nurses will be paid vacation percentage each pay statement.

Part time and casual nurses receiving the bi annual payment of vacation, will be "Grandfathered". A list of nurses that have been "Grandfathered" to receive the bi annual vacation payment will be provided to the Union. The Employer also agrees to provide the Union with a list of these "Grandfathered" nurses each year.

The Part time and Casual nurse that are "Grandfathered" will be provided with the opportunity to request in writing, to change the method of payment for vacation pay by December 1st 2016 and annually.

DATED AT ALMONTE, ONTARIO, THIS 30 DAY OF October, 2018.

FOR THE EMPLOYER

FOR THE UNION

Liz Glover

Marc Pandj

Labour Relations Officer

Cyndy Woods

Katelyn Lackey

Maureen McLeod Frazer

Susan Breckenridge

Karen Bunes

Laura Scissons

LETTER OF UNDERSTANDING

Between:

ALMONTE GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Units with Shifts of less than Seven point five (7.5) hour

The Parties agree that the following Units may require Shifts of less than seven point five (7.5) hours, Post Anesthesia Care Unit (PACU), the Operating Room (OR) and the Emergency Department (ER).

As a result of these above noted Units that may have shifts of less than seven point five (7.5) hours, Article F of the Local Appendix will be adjusted to provide staff to be scheduled with less than sixteen (16) off between scheduled shifts but not less than twelve (12) hours off between scheduled shifts.

The Employer agrees to provide the Union with copies of the Schedules for these Units on a yearly basis at the first Hospital Association Meeting for that year and if there are any proposed changes to Schedules for these Units.

DATED AT ALMONTE, ONTARIO, THIS 30 DAY OF October, 2018.

FOR THE EMPLOYER

FOR THE UNION

Liz Glover

Marc Pandi

Labour Relations Officer

Cyndy Woods

Katelyn Lackey

Maureen McLeod Frazer

Susan Breckenridge

Karen Bunes

Laura Scissons

LETTER OF UNDERSTANDING

Between:

ALMONTE GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Bargaining Unit President Time

The Employer agrees that effective on the signing of this Letter of Understanding that the Bargaining Unit President will be provided with Employer paid time to represent Bargaining Unit members in meetings in which Hospital Management are Included. A total of up to 90 paid hours per year will be available for use by the President.

The Bargaining Unit President will be provided with the paid time when attending meetings which are related to the administration of the collective agreement and may include disciplinary and counselling meetings.

The Bargaining Unit President will request this time in writing, submitted to their Manager and copied to the Director of Human Resources. The paid time may be banked and taken off at a mutually agreeable time.

When the Bargaining Unit President is utilizing this paid time on scheduled days off, the Bargaining Unit President will be provided with the opportunity to request time off which could be taken within the same pay period, to allow for time off from scheduled work hours. If there is not staff available to cover the requested time off for the Bargaining Unit President, the Manager and the Bargaining Unit President will discuss potential dates that may be available to be provided with scheduled time off.

DATED AT ALMONTE, ONTARIO, THIS 30 DAY OF October, 2018.

FOR THE EMPLOYER

FOR THE UNION

Liz Glover

Marc Pandi
Labour Relations Officer

Cyndy Woods

Katelyn Lackey

Maureen McLeod Frazer

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