

LOCAL ISSUES

To The:

COLLECTIVE AGREEMENT

Between:

ESPANOLA GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Expiry: June 7, 2021

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APPENDIX 3 – SALARY SCHEDULEClassification - Registered Nurse

	<u>Effective</u> <u>April 1, 2020</u>	<u>Effective</u> <u>April 1, 2021</u>
Start	33.56	33.90
1 Year	33.72	34.06
2 Years	34.28	34.62
3 Years	35.98	36.34
4 Years	37.67	38.05
5 Years	39.79	40.19
6 Years	41.94	42.36
7 Years	44.08	44.52
8 Years	47.22	47.69
25 Years	48.05	48.53

Classification - Graduate Nurse

	<u>Effective</u> <u>April 1, 2020</u>	<u>Effective</u> <u>April 1, 2021</u>
Start	32.52	32.85

APPENDIX 4 – APPENDIX OF SUPERIOR BENEFITS

SUPERIOR BENEFIT

In the Arbitration Award of October 23, 1981, Mr. J.D. O'Shea, Q.C., provided that specific benefits considered superior in nature be continued in effect for those nurses on staff as of the above date.

ARTICLE 5 - ASSOCIATION SECURITY

- 5.05 (a) The Hospital shall provide the Association with the names and social insurance number of nurses within one (1) month of the date of employment. This list will contain information as to classification and date of hire.
- (b) The Hospital will submit to the Association a list of names and addresses of the nurses in the bargaining unit annually.

ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY

- 12.03 (b) i) Upon termination full-time employees shall be entitled to a payment of twenty-five percent (25%) of their unused sick leave credits after two (2) years continuous service; fifty percent (50%) of their unused sick leave credits after four (4) years continuous service; seventy-five percent (75%) of their unused sick leave credits after ten (10) years continuous service; and one hundred percent (100%) of their unused sick leave credits after fifteen (15) years continuous service; provided always that termination is not for just cause, and that the employee gives four (4) weeks notice prior to his/her termination of employment.
- ii) For the purpose of calculating the amount of sick leave payment provided under 12.03 (b) (i), only the maximum payment shall not exceed sixty (60) days.

ARTICLE 16 - VACATIONS

- 16.01 (f) i) Nurses with less than one (1) year of continuous service shall be entitled to a vacation with pay at their regular rate of 1.66 days for each completed month of service not to exceed twenty (20) working days.
- ii) Nurses who have completed more than one (1) year of continuous service but less than twenty (20) years shall receive an annual vacation of four (4) weeks with pay at their regular rate.
- iii) Nurses who have completed more than twenty (20) years of continuous service shall receive an annual vacation of five (5) weeks with pay at their regular rate.
- iv) If a nurse works less than 1525 hours in the vacation year from April 1 of one (1) year up to but exclusive of May 1 of the following year, she will receive vacation pay based on a percentage of gross salary

for actual hours worked on the following basis:

4 week entitlement -8%

5 week entitlement -10%

For the purposes of this Article, earned paid leave shall be deemed to be hours worked.

16.04 Part-time

A part-time nurse will receive vacation pay equivalent to eight percent (8%) of her gross annual salary.

APPENDIX 5 – APPENDIX ON LOCAL ISSUES

ARTICLE A - DEFINITIONS

- A-1 Unless otherwise indicated, where the expression "days" is used in this Agreement, it shall mean working days exclusive of Saturdays, Sundays and Paid Holidays.
- A-2 An "employee" whenever used in this Agreement shall mean either a registered nurse or a graduate nurse as defined below.
- A-3 "Nurse" means both Registered and Graduate Nurses as defined in this Article unless otherwise indicated.
- A-4 All correspondence arising out of or incidental to this Agreement shall pass between the Executive Director of the Hospital and Bargaining Unit President, unless as herein provided.

ARTICLE B - RECOGNITION

- B-1 The Hospital recognizes the Association as the sole collective bargaining agent for all registered and graduate nurses at the Espanola General Hospital at Espanola employed in a nursing capacity, save and except clinical manager and persons above the rank of clinical manager.

ARTICLE C - MANAGEMENT RIGHTS

- C-1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusive in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing the Association acknowledges that it is the exclusive function of the Hospital to:
 - (a) maintain order, discipline and efficiency;
 - (b) to hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause, and claims of discriminatory transfer, classification, lay-off, and recall may be the subject of grievance dealt with as herein provided;
 - (c) determine in the interest of efficient operations and highest standard of patient care, job rating or classification, the hours of work, work assignment, methods of doing the work and the working establishment for any service;
 - (d) determine the number of personnel required, the service to be performed and the methods, procedures and equipment in connection therewith;
 - (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

These rights shall be exercised in a manner consistent with quality patient care and with the provisions of this agreement.

ARTICLE D - ASSOCIATION COMMITTEES

D-1 Negotiating Committee

The Hospital acknowledges the right of the Association to appoint or otherwise select a negotiating committee of not more than three (3) nurses.

D-2 Grievance Committee

The Hospital acknowledges the right of the Association to appoint or select a Grievance Committee consisting of two (2) nurses.

D-3 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of three (3) representatives of the Hospital and three (3) representatives of the Association. A designate may be appointed for any of the above representatives. Such designate will be named annually. The Bargaining Unit President/designate will identify to the Hospital which two (2) committee members require payment under article 6.03 (e) at each Hospital Association Committee meeting.

D-4 The Association interview will take place during the orientation period. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

D-5 Nurse Representatives

The Hospital will recognize two (2) nurse representatives.

D-6 Professional Committee

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.

D-7 The Bargaining Unit President or designate will be paid at her regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital, which occur outside her scheduled hours of work. Such hours will be invisible for the purposes of determining premium payments (i.e. these hours shall not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).

ARTICLE E - ASSOCIATION LEAVE

E-1 The Hospital upon two (2) weeks' notice in writing from the Association will grant leave of absence to nurses appointed by the Association to attend Association functions, provided the number of nurses on such leave does not exceed two (2) at

any one time and that the total amount of such leave shall not aggregate more than forty (40) working days in a calendar year. Requests for leave under this clause shall be signed by the Bargaining Unit President. A nurse who has a scheduled day off on a day that the nurse is required to attend an Association function will, if the nurse so requests and where possible, be granted an alternate day off without pay at a mutually agreeable time. The original scheduled day off will be treated as a leave of absence for Association business under 11.02 of the Central Agreement.

E-2 Local Coordinator Leave

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

ARTICLE F - ASSOCIATION NOTICES

F-1 The Association may post on the designated bulletin board copies of Association newsletters and notices convening meetings. A copy of material posted shall be given to the Human Resource Department prior to posting.

ARTICLE G - SICK LEAVE

G-1 It shall be the responsibility of each nurse who is absent due to illness to notify the Clinical Manager/charge nurse. The Clinical Manager will follow up by telephone any absences not reported directly to her/him. Where the illness is prolonged, it is the responsibility of the nurse to maintain regular contact with the Occupational Health Nurse (OHN) determined by the OHN.

G-2 A nurse who is on sick leave or on Workplace Safety and Insurance Board benefits in excess of thirty (30) days shall notify the Occupational Health Nurse or Third Party Representative a minimum of three (3) business days prior to their intention to return to work and shall provide documentation required by the Employer to support their return to work.

G-3 Except in extenuating circumstances, nurses must notify their Clinical Manager/Charge Nurse at least one and one half (1 1/2) hours prior to the day shift and seven (7) hours prior to the night shift, if they are unable to report for work as scheduled.

ARTICLE H - PAID HOLIDAYS

H-1 A full-time nurse shall be entitled to the following recognized holidays per year:

- | | |
|--------------------------|------------------|
| January 1 | Civic Holiday |
| Third Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| 2nd Monday in June | December 25 |
| July 1 | December 26 |

H-2 A lieu day shall be granted at a time mutually agreeable between the Manager and the Nurse. A nurse may, however, elect to accumulate up to five (5) such alternative days and take them on consecutive days at a time agreeable to the nurse and the Hospital. Such days are not to be taken in conjunction with the annual vacation. Stats accumulated during a calendar year must be taken by March 31st of the following year.

Note: Where positions exist that are scheduled from Monday to Friday the incumbents shall be scheduled off Statutory Holidays.

H-3 An additional day off will be scheduled at the nurse's regular straight time rate of pay to be taken on a day to be arranged between the nurse and the Unit Manager, provided that the nurse meets the requirements of Article 15.02.

- H-4
- (a) For employees working a 7.5 hour tour, a holiday shall be deemed to begin at 2300 hours of the preceding day and to end at 2300 hours on the day on which it was observed.
 - (b) For those nurses working the extended tour, the holiday shall be deemed to begin at 1900 hours of the preceding day and end at 1900 hours on the day on which it was observed.

ARTICLE I - VACATIONS

- I-1
- (a)
 - i) For part-time employees, for the purpose of determining vacation entitlement, the vacation year shall be April 1st to March 31st of the following year.
 - ii) Full-time employees can utilize earned vacation as it is accumulated with a maximum of two (2) years accumulated entitlement. Employees will be made aware of their current vacation bank on their bi-weekly pay stub.
 - (b) The annual vacation request list will be posted by February 1st. Nurses shall indicate vacation preference by March 31st and finalized vacation schedules shall be posted by May 15th. This will not prevent nurses from arranging vacation on an individual basis subject to the approval of the Unit Manager.
 - (c) Nurses shall be given preference with respect to vacation periods, in accordance with seniority in their own classification. The Hospital shall, however, reserve the final decision with respect to the scheduling of vacation at a mutually agreeable time based upon the efficient operation of the Hospital to maintain quality of patient care and the seniority ranking of the nurses. In no instance shall a nurse be permitted to request vacation from the period December 24 to January 2.
 - (d) For the vacation period June 15 to September 15 a nurse may be limited to four (4) weeks vacation. It is understood and agreed that this does not include regularly scheduled days off. During this period, a minimum quota of two (2) nurses will be granted off on vacation at the same time which shall be granted on a seniority basis.

The Hospital will grant additional requests when operationally feasible. Such requests will be granted on a seniority basis.

- (e) Request by an employee to cancel pre-booked vacation time from June 15 to September 15 will be granted at the Hospital's discretion.

I-2 Vacation pay for part-time nurses will be paid on a bi-weekly basis with the employee's regular paycheck. Any additional vacation pay flowing from Article 16.06 of the Central Agreement will be paid the second pay in April.

ARTICLE J - HOURS OF WORK

J-1 The hours of work described shall be worked in accordance with rotating shift schedules as determined by the Hospital from time to time. At least fifty percent (50%) of the full-time nurse's shifts shall be on the day shift when operationally feasible.

J-2 Rest periods will be allocated by the Hospital during each continuous shift.

J-3 For extended tours, the hours of work are: Day tour 0700-1900.

For normal daily tour, the hours of work are: 0700-1500, 1500-2300 and 2300-0700.

It is understood and agreed that the night shift is the first shift of the day.

J-4 Part-time Only

(a) The scheduling of four (4) hour tours shall comply with all of the scheduling provisions contained in Article K of Appendix 5 and be part of the commitment.

(b) The Hospital will endeavour not to schedule a nurse to work solely on four (4) hour tours for the nurse's commitment in any pay period unless agreed to by the nurse.

(c) The parties agree to allow for the commitment to be reached and passed for the purpose of keeping a tour whole.

J-5 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.

ARTICLE K - SCHEDULING REGULATIONS

K-1 The Hospital agrees that there shall be no major change in tour schedule without consultation with the Association. Upon request by either party the matter of shift schedules shall be discussed at a meeting of the two (2) parties to this Agreement within two (2) weeks after a request for such a meeting. Subsequent to the meeting schedules will not be changed without sixty (60) days notice to the Bargaining Unit President unless by mutual consent.

- K-2 Nursing schedules for both full-time and regular part-time nurses shall be posted three (3) weeks in advance and cover a six (6) week schedule. The Christmas and Summer schedules may exceed the six (6) weeks but shall not exceed a twelve (12) week period. Schedules for the Christmas and New Year's time period will be posted by November 15th of each year. If a nurse makes a vacation request after the schedule is posted, the nurse will bear the responsibility to replace this shift without putting anyone in a premium position.
- K-3 Requests for specific tours off are to be submitted, in writing, at least two (2) weeks in advance of posting the schedule and will be considered on a seniority basis. All requests received in the one week period immediately prior to the posting of the schedule will be considered on a first come basis.
- K-4 Shift schedules shall be planned by the Hospital and shall observe the conditions listed hereinafter:
- (a) a minimum of two (2) consecutive tours off between shifts for those nurses working a 7.5 hour tour schedule and a minimum of one (1) extended tour off between shifts for those nurses working an extended tour schedule;
 - (b) when a nurse is required to rotate from night shift to day shift with less than forty-eight (48) hours off, premium pay will result;
 - (c) a minimum of every second weekend off;
 - (d) no more than seven (7) consecutive 7.5 hour tours or three (3) extended tours unless by mutual consent;
 - (e) these scheduling regulations may be waived between December 15th and January 15th so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Should conflict occur regarding the preference of having either Christmas or New Year's off, seniority will be the governing factor. Time off at Christmas shall be from 1900 hours December 24 to 1900 hours December 26. Time off at New Year's shall be from 0700 hours December 31 to 0700 hours January 2.
 - (f) It is agreed that K-4 (a) and K-4 (b) shall not apply to additional tours that become available and are offered to regular part-time or casual employees after the schedule has been posted.
 - (g) Notwithstanding Article K-4, where the Hospital has concerns for patient safety which is a result of the Christmas/New Year scheduling, the parties will meet to discuss possible solutions to ensure a safer and appropriate skill mix of staff. Where the parties reach agreement on a solution that balances the concerns of the Employer and minimizes that impact on the bargaining unit, such agreement shall be confirmed in a letter of understanding addressing the issue for the current year. The Union agrees to make every reasonable effort to work with the Employer to address their concerns.
- K-5 A written or electronic submitted request for change of shifts must be submitted twenty-four (24) hours in advance co-signed by the nurse willing to exchange days off or shifts and approved by the Clinical Manager or designate, in the case of electronic submission the request will be copied to the agreeing party and the Clinical Manager or designate. Exchanges can take place between full-time, regular part-time and casual nurses provided the casual is pre-booked for that shift and

further provided that the Hospital is not required to pay any premium as a result of such exchange. It is understood that such request shall not be unreasonably denied.

K-6 Any nurse may “give away” three (3) shifts per year subject to the approval of the nurse manager. Such approval shall not be unreasonably denied. Such shifts shall not result in premium payment.

K-7 A nurse will receive premium payment for all hours worked on a second (2nd) 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 the result of an exchange of shifts with another nurse.

K-8 Definition of a Weekend

A weekend will be defined as sixty-four (64) hours for 7.5 hour tours and sixty (60) hours for extended tours consecutive hours off during the period following completion of Friday day shift to commencement of Monday day shift.

K-9 The Hospital will consider individual requests for permanent evening or night tours, provided, if granted, the nurse will be scheduled for two (2) weeks of day tours semi-annually.

K-10 A nurse who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on any one shift without the nurse’s consent.

K-11 A regular part-time nurse must agree to work a pre-determined schedule and the nurse’s commitment will include:

- (a) available to work every second weekend.
- (b) available for at least six (6) 7.5 hour tours (45 hours) or at least four (4) extended tours (45 hours) per pay period unless by mutual consent, subject to Article K-4 (d).
- (c) available for work all shifts. The Employer will consider individual tour preferences in accordance with K-9 above.
- (d) Available to work on any tour:
 - i) at Christmas (December 23, 24, 25, 26,27 if required)OR
 - ii) at New Year’s (December 28, 29, 30, 31, January 1 if required).
- (e) All part-time nurses will indicate their preference to either be scheduled only to the level of her part-time commitment indicated in K-11(b), or to be

scheduled up to a specified level over her part-time commitment indicated in K-11(b). Such requests may be submitted two (2) times per calendar year and must be submitted in writing at least one (1) month in advance of the schedule being posted.

- K-12 (a) The Hospital agrees to schedule on a seniority basis regular part-time nurses according to their commitment on the posted schedule on an equal basis.

All additional tours will be confirmed in writing within sixteen (16) hours of the agreement to do the additional tour.

In emergency situations, the call-in sheet will be recognized as written confirmation of additional tours.

- (b) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses provided that no nurse will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time nurses who have not been offered their commitment of shifts providing premium pay is not incurred by the Hospital.
- (c) Where all regular part-time nurses have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time nurses on the basis of seniority.
- (d) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority.

- K-13 Any violation of K-4 (a), K-4 (d), K-4 (e), and K-10 shall result in premium payment in accordance with Article 14.03.

- K-14 Where the Hospital asks and the nurse agrees to change tours of duty or do additional tours this is not to be construed by the Hospital as an agreement to be a waiver of premium pay where applicable.

- K-15 Casual nurses who agree to work December 25 will be offered the opportunity to work December 26 if required.

K-16 Introduction and Discontinuation of Extended Tours

- (a) The Hospital and the Association agree to implement extended tours on a trial basis if seventy-five percent (75%) of the nurses who will be involved in working extended tours so indicate by secret ballot.
- (b) during the trial period the parties will meet to discuss any concerns or suggestions in an effort to resolve them.
- (c) (1) after the trial period, the extended tour shall continue on a permanent basis when:
- i) seventy-five percent (75%) of the nurses in the unit so indicate by secret ballot; and
 - ii) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonably arbitrary manner.

- (2) extended tours 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, states its intention to discontinue the compressed work week in the schedule.

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

K-17 It is understood and agreed that when the Unit Managers are not on duty, a nurse will be assigned in charge.

K-18 Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital. The Hospital shall revert to payment of premium pay rate if time off is not taken with six (6) months and/or by the end of the fiscal year.

K-19 Standby

Except for ambulance transfers, nurses who are on standby and are called into work will not be required to stay beyond the four (4) hours associated with standby hours unless mutually agreed.

- (a) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.
- (b) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off unless mutually agreed between the employee and the Hospital.
- (c) Employees scheduled for standby shall continue to be provided with cellular phones.
- (d) If the R.N. on call is called back into work, she/he will be able to leave the Hospital at 0700 hours regardless of the time of the call back.

- K-21 A copy of the nursing work schedules will be given to the Bargaining Unit President as they are posted.
- K-22 In accordance with Article 10.08 (a) of the Central Agreement, if a nurse is to be reassigned for a partial or single shift from her or his area of assignment, the nurse to be reassigned will be the most junior nurse on the Unit who is qualified to perform the available work.
- K-23 Where a Nurse has been on any leave of absence with or without pay for more than eight (8) months the Hospital shall schedule such nurse above base staffing for at least one (1) orientation shift prior to the nurse returning to the regular schedule rotation.

ARTICLE L - UNIFORM ALLOWANCE

- L-1 All registered nurses who are required to work emergency and O.R. will be allowed to wear O.R. greens.
- L-2 The Hospital will make available two uniforms/scrubs in each size for nurses to use as a back-up in the event that their uniform gets soiled or torn.

ARTICLE M - SALARIES

- M-1 Nurses shall be paid bi-weekly, unless otherwise mutually agreed.
- M-2 Make-up cheques for monies in excess of one hundred and fifty dollars (\$150.00) will be provided within seventy-two (72) hours of verification of the error.

ARTICLE N - PRE-PAID LEAVE PLAN

- N-1 The Hospital agrees to allow at least one nurse off at a time.

ARTICLE O - MISCELLANEOUS

- O-1 Where employees have their uniforms damaged in the normal performance of their duties the Hospital shall replace the uniform as it deems appropriate to the maximum of one hundred dollars (\$100.00).
- O-2 The Hospital will provide automobile plug-ins for all Registered Nurses on night duty on a first come first served basis, in the staff parking lot at no cost to the nurse.
- O-3 The Hospital will continue the present practice of not charging Bargaining Unit members for parking in the staff parking lot.
- O-4 (a) The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing his/her work. Such information shall be submitted in writing to the Association as soon as possible.
- (b) The Hospital will reimburse the nurse for the reasonable costs, excluding

wear and tear, for replacement or repair of eye wear, clothes or other personal items damaged in the line of work.

O-5 Electronic Grievance Forms

- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- (c) Electronic grievances may be sent, via e-mail, to the applicable Manager and copied to Human Resources or the identified designate.
- (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the grievor.
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to Mediation or Arbitration.

ARTICLE P - JOB SHARING

P-1 If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. 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.
- (c) The above schedule shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
- (e) Job sharers shall receive offers of additional shifts consistent with Article K-12 (c) only.
- (f) 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.
- (g) Coverage:
 - 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.

ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

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

(h) Implementation

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/his position may do so without having her/his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(j) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the posted position, one of the following shall apply:

i) where the remaining nurse was originally part-time or casual, she will revert to a regular part-time position and the shared position shall revert to a full-time position and be posted in according to the Collective Agreement. Where no regular part-time vacancy exists, the Employer shall create a new regular part-time position for the remaining nurse;

ii) where the remaining nurse was originally full-time, the shared position shall revert to a full-time position, held by the remaining nurse.

Discontinuation

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

ARTICLE Q – WORKPLACE SAFETY AND INSURANCE BOARD

Q-1 (a) The Hospital will notify the Bargaining Unit President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or L.T.D. as soon as possible.

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) The Employer agrees to fulfil its obligations under the Workplace Safety And Insurance Board Act with respect to the re-employment of injured workers and will advise the Labour Relations Officer and the Bargaining Unit President of the Ontario Nurses' Association when a nurse is ready to return to work under a Modified Work Program and shall provide an outline of her/his restrictions while under the Program. If requested, the parties shall meet and discuss a back to work program.
- (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. The Union shall be given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.

ARTICLE R - SENIORITY LIST

- R-1 The seniority list referred to in Article 10.02 of the Central Collective Agreement will be provided in April and October of each year.

ARTICLE S - VIOLENCE IN THE WORKPLACE

- S-1 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.
- S-2 The Hospital agrees to maintain the current a sign in the Emergency waiting area regarding zero tolerance of verbal abuse
- S-3 The Employer agrees to develop formalized policies and procedures to deal with violence, in accordance with legislated obligations. The policies will address the prevention of workplace violence, the management of violent situations and the provision of support through an Employee Assistance Plan or other support strategy to those who have faced violence in the workplace. All newly hired employees will be orientated to these policies.

Prior to implementing any changes to these policies, the Employer agrees to notify the Union.
- S-4 The parties agree that if incidents involving aggressive patient action occur, such action will be reduced and reviewed at the Joint 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.
- S-5 Where the Employer is notified of an incident by way of an incident report, the Employer shall notify the Union within three (3) days of any employee who have 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 and the committee shall concern itself with matters related to workplace violence.

S-6 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 T - EARLY AND SAFE RETURN TO WORK

T-1 The Hospital and the Association are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Association agree to cooperate in facilitating the return to work of disabled employees.

Further, employees subject to a Transitional Work Program will have the opportunity to have a Union representative present when discussions occur with the Occupational Health Nurse concerning the establishment of their modified program. Management will also be given the opportunity to attend such meeting.

Employees subject to a permanent Workplace Accommodation will have the opportunity to have a Union representative present when discussions occur with the Occupational Health Nurse concerning their accommodation. Management will also be given the opportunity to attend such meeting.

T-2 The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:

- (a) The nurse is permanently accommodated in another position or arrangement.
- (b) The weight of the medical evidence establishes that there is no reasonable prospect of a return to her/his original position in the foreseeable future.
- (c) The employer may elect to fill the disabled nurse's home position by posting a temporary or permanent vacancy.
 - i) So electing, the position will be filled in accordance with the job posting provisions of the collective agreement.
 - ii) If and when it is confirmed that the disabled nurse cannot return to her/his original position, the position may be offered to the incumbent on a permanent basis.

- iii) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.

Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

SIGNING PAGE

DATED AT Espanola, ONTARIO, THIS 19th DAY OF October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Signed"

"Jennie Critchley-Pineo
Labour Relations Officer

"Marlo Desjardins"

"Tracy Nadeau"

"Tammy Small"

LETTER OF UNDERSTANDING

Between:

ESPANOLA GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: Professional Development

The parties agree that:

Professional development as outlined in Article 9 will be addressed as a standing item on the agenda of the ONA Management Committee.

DATED AT Espanola, ONTARIO, THIS 19th DAY OF October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Signed"

"Jennie Critchley-Pineo
Labour Relations Officer

"Marlo Desjardins"

"Tracy Nadeau"

"Tammy Small"

LETTER OF UNDERSTANDING

Between:

ESPANOLA GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: Paid Professional Leave

The parties agree that consideration will be given to each nurse up to one paid professional development day per calendar year. The nurse shall provide the hospital with as much notice as is practical to ensure that replacement staff is provided.

The nurse shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence, and other expenses that will be paid by the employer.

Additional requests can be submitted for consideration.

Any concerns arising from granting of such days shall be discussed under the professional development section of the ONA – Management Committee.

The parties agree to establish a Joint Education Committee, whose mandate is to review skills and training needs of nurses, and develop programming. Membership will consist of the Nurse Manager (or designate) and one member of the Union. Additional committee members may be added upon mutual agreement of the parties.

DATED AT Espanola, ONTARIO, THIS 19th DAY OF October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Signed"

"Jennie Critchley-Pineo
Labour Relations Officer

"Marlo Desjardins"

"Tracy Nadeau"

"Tammy Small"

LETTER OF UNDERSTANDING

Between:

ESPANOLA GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: Innovative Scheduling

The Collective Agreement will be adhered to in all respects except as provided for below:

1. The Employer and the Union agree to implement the following innovative schedule, pursuant to Article 13.03 of the Collective Agreement. This Letter of Understanding shall be recorded in the appendix of Local Provisions.
2. It is understood that any new vacancies shall be posted in accordance with Article 10.
3. The attached schedule will not incur any premium pay as provided for in the collective agreement so long as the master rotation attached remains the same and no additional tours are worked.
4. Should either party wish to discontinue the attached schedule, at least sixty (60) days written notice shall be provided to the other party to this agreement. Where the Union determines that they want the schedule to be discontinued, a vote shall be conducted by secret ballot and it shall be discontinued where sixty (60%) percent of those that vote so indicate by secret ballot.

Where the Hospital decides to discontinue this schedule their decision shall be based on the following:

- (a) adverse effects on patient care,
 - (b) inability to provide a workable staffing schedule.
5. The parties agree that incumbent who selects line 15 of the attached schedule may opt out of that line after working the rotation for one (1) calendar year and for every calendar year after that so long as the attached schedule remains in effected. Where the incumbent elects to opt out of line 15 they will be placed in the line of the nurse that elects to work line 15 based on their seniority. Should no nurse be interested in line 15 and the schedule is to be continued the line will be assigned in reverse order of seniority and the nurse who opted out of line 15 will assume the vacated line if no other options are available.
 6. The nurses agree to fulfil their obligation to the Hospital as full-time workers to work 1950 hours in a year.

The six (6) week master rotation for this schedule only accounts for 213.75 hours of the required 225 hours, therefore eleven and one quarter (11.25) hours is still required from Nurses to their obligation to the Hospital. Nurses will fulfil their obligation as follows:

- (a) Each nurse will be given the opportunity to declare in writing whether they wish to be scheduled an additional eleven and one quarter (11.25) hours in their “stat week”.

Such declaration must be made prior to November 1st and shall apply to the first posted schedule of the following calendar year and shall remain in effect for the duration of the calendar year.

In the absence of any such declaration, employees will instead utilize eleven and one quarter (11.25) hours of paid holidays, lieu time or banked vacation (as available, in that order) in the six (6) week period to maintain their hours and to ensure they have fulfilled their 1950 hours per year.

- (b) Should the parties not agree to continue the process identified in part (a) the following shall apply;

One statutory holiday (7.5 hours or an equivalent of 7/5 hours) and three and three quarter (3.75) hours of vacation time must be scheduled and will be booked on the master rotation as additional shifts to meet this obligation. If statutory holiday time has not been earned, vacation time must be used. A nurse who attends compulsory education on their day off may bank such time for use towards this obligation instead of using statutory holiday or vacation time.

Should the Nurse not have access to time as identified above, then nurses will be required to make up an additional eleven and one quarter (11.25) hours per master rotation to meet this obligation.

DATED AT Espanola, ONTARIO, THIS 19th DAY OF October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

“Signed” _____

“Jennie Critchley-Pineo
Labour Relations Officer” _____

“Marlo Desjardins” _____

“Tracy Nadeau” _____

“Tammy Small” _____

Full-Time ER / Acute	Week 1							Week 2							Week 3							Week 4							Week 5													
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
15	9	9						DE	DE	NE	NE				DE	DE	NE	NE				9	9	9					DE	DE	DE					DE	DE	DE				
14	D	D						D	D					D	D					D	D						ST							D	D	D						
13	D	D						D	D					D	D					D	D						D	D						D	D	D						
6	N	N						D	D					D	D					D	D						N	N						N	N							
7	N	N						D	D					D	D					D	D						D	D						N	N							
2	D	D						ST						D	D					D	D						D	D						N	N							
11	N	N						D	D					D	D					D	D						D	D						N	N							
4	N	N						D	D					D	D					D	D						D	D						N	N							
10	ST							D	D					N	N					D	D						N	N						D	D							
12	D	D						D	D					D	D					D	D						D	D						D	D							
1	D	D						ST						N	N					D	D						D	D						D	D							
5	D	D						D	D					D	D					D	D						D	D						D	D							
8	D	D						D	D					N	N					D	D						D	D						D	D							
3	D	D						D	D					D	D					D	D						D	D						D	D							
9	N	N						9	9					9	9					9	9						9	9						9	9							
SHIFTS TO FILL																																										
PART TIME																																										
9 (job share)																																										
CASUAL																																										

LETTER OF UNDERSTANDING

Between:

ESPANOLA GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: Innovative Scheduling Amendment

The parties agree that the LOU Re: Innovative Scheduling as well as the Collective Agreement remain in full force and effect with the exception of the following:

The employer may trial substituting a 9-9 shift (0900 – 2100) in place of a day shift (0700 – 1900) or a night shift in the six (6) week master rotation with the agreement of the full time RN. The full time RN shall indicate their interest, in writing to their manager, to volunteer to participate in being scheduled a 9-9 shift in their rotation for the duration of the Collective Agreement. The full time RN may opt out of participation with three (3) weeks' notice prior to the posting of a schedule.

The full time RN shall be paid evening premium pay for all hours worked after 1500 hours on a 9-9 (0900 – 2100) shift.

This trial shall be re-evaluated in three months from the date of signing this LOU for effectiveness and may be discontinued a that time should any party so indicate.

Should the agreement go beyond the trial period either party may call a meeting as circumstances warrant, to re-negotiate any changes necessary.

This agreement shall be attached to the current Innovative Scheduling LOU and shall expire at the signing of the new collective agreement between the parties.

DATED AT Espanola, ONTARIO, THIS 19th DAY OF October, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Signed"

"Jennie Critchley-Pineo
Labour Relations Officer

"Marlo Desjardins"

"Tracy Nadeau"

"Tammy Small"

LETTER OF UNDERSTANDING

Between:

ESPANOLA GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: ESA Agreement for Excess Hours

ONA agrees 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 six 6 week period.
- (b) The Union agrees to average such scheduled hours over the same 6 week period for the purpose of determining the employee's entitlement, in any, to overtime pay under Section 22 of the Act.
- (c) The Union agrees that employees may be asked to work more than their regular scheduled hours in a work day despite the limits set out in Section 18(1), (2), (3) and (4) of the Act. Each employee has the right to refuse the request to work beyond the limits in Section 18(1), (2), (3) and (4) subject to the emergency provisions of Section 10 of the Act.
- (d) The Union agrees that employees 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 employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (e) The Union agrees that employees may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than 48 hours in a week, up to a limit of 60 hours in a week. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (f) With the exception of allowing the averaging of weekly hours for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the Act, this agreement shall not be interpreted to disentitle an employee to any other premium payment under any other provision of the collective agreement.

DATED AT Espanola, ONTARIO, THIS 19th DAY OF October, 2020.

ESPAN01C.21

FOR THE HOSPITAL

"Signed"

"Marlo Desjardins"

"Tammy Small"

FOR THE ASSOCIATION

"Jennie Critchley-Pineo
Labour Relations Officer"

"Tracy Nadeau"