

**COLLECTIVE AGREEMENT**

**LOCAL ISSUES**

Between:

**HÔPITAL DE MATTAWA HOSPITAL**

(hereinafter called the "Hospital")

And:

**ONTARIO NURSES' ASSOCIATION**

(hereinafter called the "Association")

**FULL-TIME AND PART-TIME**

**EXPIRY DATE: March 31, 2023**

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**APPENDIX 3 – SALARY RATES**

REGISTERED NURSE		
	Effective April 1, 2021	Effective April 1, 2022
START	\$33.90	\$34.24
1 YEAR	\$34.06	\$34.40
2 YEARS	\$34.62	\$34.97
3 YEARS	\$36.34	\$36.70
4 YEARS	\$38.05	\$38.43
5 YEARS	\$40.19	\$40.59
6 YEARS	\$42.36	\$42.78
7 YEARS	\$44.52	\$44.97
8 YEARS	\$47.69	\$48.17
25 YEARS	\$48.53	\$49.02

DIABETIC EDUCATOR		
	Effective April 1, 2021	Effective April 1, 2022
START	\$37.33	\$37.70
1 YEAR	\$37.46	\$37.83
2 YEARS	\$38.06	\$38.44
3 YEARS	\$39.97	\$40.37
4 YEARS	\$41.87	\$42.29
5 YEARS	\$44.22	\$44.66
6 YEARS	\$46.56	\$47.02
7 YEARS	\$48.94	\$49.43
8 YEARS	\$52.46	\$52.99
25 YEARS	\$53.38	\$53.92

GRADUATE NURSE		
	Effective April 1, 2021	Effective April 1, 2022
START	\$31.87	\$32.19
1 YEAR	\$32.02	\$32.34
2 YEARS	\$32.52	\$32.85

NURSE PRACTITIONER		
	Effective April 1, 2021	Effective April 1, 2022
START	\$52.92	\$53.45
1 YEAR	\$53.24	\$53.77
2 YEARS	\$53.52	\$54.06
3 YEARS	\$53.83	\$54.36
4 YEARS	\$55.14	\$55.69
5 YEARS	\$57.57	\$58.14
8 YEARS	\$57.72	\$58.29
25 YEARS	\$58.73	\$59.32

INSERVICE EDUCATION COORDINATOR PHARMACY		
	Effective April 1, 2021	Effective April 1, 2022
START	\$33.90	\$34.24
1 YEAR	\$34.06	\$34.40
2 YEARS	\$34.62	\$34.97
3 YEARS	\$36.34	\$36.70
4 YEARS	\$38.05	\$38.43
5 YEARS	\$40.19	\$40.59
6 YEARS	\$42.36	\$42.78
25 YEARS	\$50.97	\$51.49

NURSE LEADER		
	Effective April 1, 2021	Effective April 1, 2022
START	\$36.27	\$36.63
1 YEAR	\$36.45	\$36.81
2 YEARS	\$37.05	\$37.42
3 YEARS	\$38.84	\$39.22
4 YEARS	\$40.72	\$41.13
5 YEARS	\$43.02	\$43.45
6 YEARS	\$45.31	\$45.76
7 YEARS	\$47.66	\$48.14
8 YEARS	\$51.02	\$51.53
25 YEARS	\$51.92	\$52.44

## **APPENDIX 5 – APPENDIX OF LOCAL PROVISIONS**

### **ARTICLE A - RECOGNITION AND DEFINITIONS**

#### A-1 Bargaining Unit #1

In accordance with the Certificate issued by The Ontario Labour Relations Board and dated the 26th day of February, 1980 the Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all lay registered and graduate nurses employed in a nursing capacity by Hôpital de Mattawa Hospital, Sisters of Charity of Ottawa at Mattawa, save and except Head Nurses, persons above the rank of Head Nurse, and persons regularly employed for more than twenty-four (24) hours per week.

#### Bargaining Unit #2

In accordance with the Certificate issued by The Ontario Labour Relations Board and dated the 26th day of February, 1980 the Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all lay registered and graduate nurses regularly employed for not more than twenty-four (24) hours per week in a nursing capacity by the Hôpital de Mattawa Hospital, Sisters of Charity of Ottawa at Mattawa, save and except Head Nurses and persons above the rank of Head Nurse.

A-2 The word "nurses" when used in this Agreement shall mean persons included in the bargaining unit as set out in clause A - 1.

A-3 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first [1<sup>st</sup>] supervisory level excluded from the bargaining unit.

### **ARTICLE B - MANAGEMENT FUNCTIONS**

B-1 The Association recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that any such action contrary to the provisions of this Agreement may be subject to a grievance and dealt with as provided herein;
- (c) determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number

of personnel required, the services 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 not inconsistent with the provisions of this Agreement.

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

B-3 The Hospital will exercise its rights and administer the Collective Agreement reasonably and fairly.

### **ARTICLE C - NURSE REPRESENTATIVES AND ASSOCIATION COMMITTEES**

C-1 Nurse Representatives

There will be three (3) nurse representatives who are in the Hospital's employ.

C-2 Grievance Committee

There will be a Grievance Committee of two (2) nurses who are in the Hospital's employ.

C-3 Negotiating Committee

There will be a Negotiating Committee of up to two (2) nurses who are in the Hospital's employ. The Employer will have a Negotiating Committee of an equal number of representatives.

C-4 Hospital-Association Committee

This Committee shall be comprised of two (2) members representing the Association and two (2) members representing the Hospital.

C-5 Professional Development Committee

This Committee shall be comprised of two (2) members representing the Association, who are in the employ of the Hospital, and two members representing the Hospital.

### **ARTICLE D - LEAVE OF ABSENCE**

D-1 Leave of Absence for Association Business

Leave of absence for Association Business shall be given up to a cumulative total for all staff of twenty-five (25) days during the calendar year, provided adequate notice in writing is given the Hospital. It is agreed that not more than two (2) nurses shall be absent at the same time.

D-2 The Hospital will pay the Bargaining Unit President time and a half (1 ½ X) her/his regular straight time hourly rate for all time spent attending meetings with the

Hospital outside his/her regularly scheduled hours when the Hospital specifically requests her/his attendance.

D-3 Paid Professional Leave Days

In accordance with Article 9 the Hospital may grant nurses paid professional development days. The nurse shall provide the hospital with as much notice as is practicable to ensure that replacement staff are provided.

**ARTICLE E - LEAVE OF ABSENCE WITH PAY (PAID HOLIDAYS)**

E-1 For the purpose of the Paid Holiday Article the following days shall be recognized:

- |   |                  |
|---|------------------|
| New Year's Day                                  | Civic Holiday    |
| 3 <sup>rd</sup> Monday in February (Family Day) | Labour Day       |
| Good Friday                                     | Thanksgiving Day |
| Easter Monday                                   | Remembrance Day  |
| Victoria Day                                    | Christmas Day    |
| Dominion Day                                    | Boxing Day       |

E-2 A full-time nurse may accumulate up to four (4) unscheduled paid holidays that may be used in conjunction with her vacation.

E-3 A full-time nurse who is entitled to a day as provided for in Articles 15.04 (a) and (b), the day will be scheduled at a time arranged between the nurse and her immediate supervisor. Such request will be submitted in writing. This does not include the eight (8) scheduled paid holidays on the master rotation.

E-4 The hours worked that fall within the holiday shall be paid at the holiday rate of pay.

**ARTICLE F - LEAVE OF ABSENCE WITH PAY (VACATIONS)**

F-1 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates and the continuity of weeks subject to the needs to meet the operating requirements of the Hospital.

F-2 Consistent with the efficient management of the Hospital, nurses shall be given preference with respect to their vacation periods in accordance with seniority, subject to Article F-4. Time off, in lieu of vacation, will be pro-rated to full-time and one thousand five hundred (1500) hours will equate to one (1) year.

F-3 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

F-4 Vacation Scheduling:

Vacation will be scheduled in accordance with the following process:

- (a) A vacation request sheet will be posted by March 1 of each calendar year, along with the updated seniority list. The senior employees, both full-time

and part-time, in the top half of the seniority list will have until March 15 in order to identify their vacation requests on the vacation request sheet.

- (b) The junior employees in the bottom half of the seniority list will have until March 31 to identify their vacation requests on the vacation request sheet.
- (c) Where a dispute arises between employees requesting the same vacation time, and such request cannot be accommodated by the hospital, then seniority shall apply, in accordance with Article F-9.
- (d) The vacation request sheet will be taken down April 1 of each year, with vacation being scheduled on the basis of seniority (in accordance with Article F-9) by May 1. In accordance with Article 16.10 of the Central Agreement, once approved vacation list is posted, no employee shall be allowed to bump another employee from her/his vacation time.
- (e) The employer will determine the maximum quota of nurses scheduled for vacation at any time.
- (f) Once an employee has indicated a preferred vacation period by the request date, and is approved, he or she may not exercise their seniority rights to change this stated period.
- (g) Any vacation request submitted after the timeframes outlined above will be considered on a first-come first-served basis, and shall be submitted in writing two (2) weeks in advance of the requested time period.
- (h) If a nurse arranges her own replacement, twenty-four (24) hours written notification, will be required.

F-5 Vacation must be earned in order to be taken.

F-6 The Hospital will schedule the weekend off prior to the commencement of vacation, and the weekend immediately following the vacation as days off whenever it is possible to do so.

F-7 The vacation year for the purpose of entitlement and payment shall be from the 1<sup>st</sup> of June in one (1) year to the 31<sup>st</sup> of May of the next year and all vacation earned up to and including the 1<sup>st</sup> of June in any year must be taken before the end of December of the same year. In exceptional circumstances, where it will not be possible for the nurse to take her full vacation due to staffing problems, the Hospital and the nurse may mutually agree to extend the period for taking vacation up to but not later than March 31 of the following year.

Vacations may be scheduled during the Christmas or New Year's period, but not both.

F-8 Vacation pay for part time nurses, payable in accordance with Article 16.06, will be issued on every pay.

The employer agrees that an employee can identify a fixed dollar amount of their pay that it wishes to have deposited into a bank account different from the account in which their regular is deposited into. The nurse will provide the employer with account information for this purpose.



F-9 For the vacation period June 1<sup>st</sup> to and including Labour Day, at least one (1) nurse from full-time and one (1) nurse from part-time may be off at one (1) time. If no one from the part-time bargaining unit requests vacation, two (2) full-time nurses may be off and vice versa.

Both full-time and part-time nurses will be entitled to a maximum of three (3) weeks vacation booked during this prime-time period. When able, the employer will endeavour to grant more vacation.

F-10 A request for a full week's vacation shall take precedence over a request for one (1) single day vacation. Such request will be granted if the scheduling circumstances change.

Note: The employer will give the senior nurse the opportunity to modify her vacation request from the one day to a full week/equivalent hours.

## **ARTICLE G - HOURS OF WORK - SCHEDULING REGULATIONS**

G-1 Introduction and discontinuation of extended tours

- (a) Extended tours shall be introduced when:
  - i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
  - ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) 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.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
  - i) the parties shall meet within two (2) weeks of the giving of the notice to review the request for discontinuation; and
  - ii) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

G-2 Scheduling - Extended Tours - Full-Time

The Hospital will maintain the following scheduling provisions in the formulation of master schedules for nurses working on an extended tour basis:

- (a) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests for floating holidays or lieu days will be dealt with under Article E - 3.
- (b) The day shift shall be the first [1<sup>st</sup>] shift of the day.
- (c) A request by a nurse for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. The Hospital will endeavour to accommodate such request.
- (d) Nurses will not be scheduled to work more than three (3) consecutive extended tours.
- (e) At least two (2) consecutive days off shall be scheduled between regularly scheduled shifts.
- (f) A nurse will receive premium pay in accordance with Article 14.03 for all hours worked on a second consecutive and subsequent weekend save and except where:
  - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as a result of exchange of tours with another nurse.
- (g) Alteration to the Master Schedule may be made between December 18<sup>th</sup> and January 7<sup>th</sup> so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Six (6) days off will be scheduled when it is possible to do so. Christmas to include Christmas Eve, Christmas Day and Boxing Day. New Year's to include New Year's Eve and New Year's Day.

If nurses are able to be off work both Christmas and New Year's, it will be offered to the nurses on a rotating basis from year to year in order of seniority.

G-3 Scheduling - 7.5 Hour Tour - Full-Time

- (a) No less than two (2) consecutive tours off between changes of shifts unless otherwise agreed.
- (b) A request by a nurse for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. The Hospital will endeavour to accommodate such requests.

- (c) A nurse will be scheduled off at least four (4) days in any two (2) week period including at least one (1) period of two (2) consecutive days off unless otherwise mutually agreed.
- (d) Nurses will not be scheduled to work more than six (6) consecutive days unless otherwise mutually agreed.
- (e) Alteration to the Master Schedule may be made between December 18<sup>th</sup> and January 7<sup>th</sup> so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Six (6) days off will be scheduled when it is possible to do so. Christmas to include Christmas Eve, Christmas Day and Boxing Day. New Year's to include New Year's Eve and New Year's Day. The Hospital will endeavour to conclude any alterations to the Master Schedule by January 7

If nurses are able to be off work both Christmas and New Year's, it will be offered to the nurses on a rotating basis from year to year in order of seniority.

- (f) Schedules will be posted two (2) weeks in advance for a six (6) week period.
- (g) Every other weekend will be scheduled as a weekend off.
- (h) A nurse will be scheduled not less than forty-eight (48) hours off before night tours and not less than forty-eight (48) hours off following night tours.
- (i) It is understood that a weekend consists of at least sixty-four (64) consecutive hours off work during the period following completion of the Friday day or evening tour until the commencement of the Monday day or evening tour.
- (j) A nurse will not be required to change tours of duty more than once during a calendar week unless mutually agreed otherwise.
- (k) A nurse will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked on a second consecutive and subsequent weekend save and except where:
  - i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another nurse.
- (l) A nurse scheduled off in a holiday weekend shall have the paid holiday included with her weekend unless otherwise mutually agreed between the nurses. A nurse scheduled to work the holiday weekend shall have the paid holiday included unless otherwise mutually agreed between the nurses.

G-4 Scheduling - Extended Tours - Part-time

The Hospital will maintain the following scheduling provisions in the formulation of working schedules for nurses working on an extended tour basis:

- (a) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests must be submitted in writing two (2) weeks in advance.
- (b) The day shift shall be the first [1<sup>st</sup>] shift of the day.
- (c) A request by a nurse for a change of scheduled working hours must be submitted in writing at least twenty-four (24) hours in advance and co-signed by the nurse willing to exchange tours. The Hospital will endeavour to accommodate such requests.
- (d) Nurses will not be scheduled to work more than three (3) consecutive extended tours.
- (e) Nurses may be scheduled for a 7.5 hour tour.
- (f) Alteration to the schedule may be made between December 18<sup>th</sup> and January 7<sup>th</sup> so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Six (6) days off will be scheduled when it is possible to do so. Christmas to include Christmas Eve, Christmas Day and Boxing Day. New Year's to include New Year's Eve and New Year's Day.

If nurses are able to be off work both Christmas and New Year's it will be offered to the nurses on a rotating basis from year to year in order of seniority.

- (g) A nurse will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked on a second [2<sup>nd</sup>] consecutive and subsequent weekend save and except where:
  - i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another nurse.
- (h) Alteration to the master rotation may be made between December 18<sup>th</sup> and January 7<sup>th</sup> so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Six (6) days off will be scheduled when it is possible to do so. Christmas to include Christmas Eve, Christmas Day and Boxing Day. New Year's to include New Year's Eve and New Year's Day.

If nurses are able to be off work both Christmas and New Year's, it will be offered to the nurses on a rotating basis from year to year in order of seniority.

G-5 Scheduling Regulations - 7.5 Hour Tour – Part-Time

- (a) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests will be submitted one (1) week prior to posting.
- (b) No more than eight (8) consecutive hours will be scheduled in any twenty-four (24) hour period.
- (c) A weekend shall consist of at least sixty-four (64) hours during the period from the end of the Friday day or evening tour until the commencement of the Monday day or evening tour.
- (d) A nurse will be scheduled forty-eight (48) hours off before night tours when working more than three (3) shifts in the same week, unless mutually agreed otherwise.
- (e) A nurse scheduled off in a holiday weekend shall have the paid holiday included with her weekend unless otherwise mutually agreed between the nurses. A nurse scheduled to work the holiday weekend shall have the paid holiday included unless otherwise mutually agreed between the nurses.
- (f) A nurse will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked on a second consecutive and subsequent weekend save and except where:
  - i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend work is worked as a result of an exchange of shifts with another nurse.

G-6 (a) Part-Time Commitment - Extended Tours

A regular part-time nurse's commitment to be available for work, as required, will include the following conditions:

- i) Available to work a minimum of two (2) scheduled extended tours per week;
- ii) available to work every other weekend.
- iii) available to work both shifts, days and nights.
- iv) available to work on paid holidays and it is understood that time off on paid holidays will be equally distributed.
- v) available to work as scheduled over either the Christmas or New Year's period.

(b) Part-Time Commitment - 7.5 Hour Tours

A regular part-time nurse must be available as follows:

- i) Available to work a minimum of three (3) scheduled shifts per week;
- ii) Available to work as scheduled on any tour during either period of time:
  - A) Christmas (5 days, including Christmas Day), or
  - B) New Year's (5 days, including New Year's Day);
- iii) Must be available to work two (2) weekends out of every three (3);
- iv) Must be available to work nights, evenings, and day tours.
- v) Will be available to work on paid holidays and it is understood that time off on paid holidays will be equally distributed.

G-7

Scheduling of Part-time Tours

- (a) All regular part-time nurses in a Unit will be scheduled up to their committed hours by equitable distribution of tours before any casual part-time nurses are utilized. This applies to tours scheduled by the Hospital and does not apply where nurse exchange tours or voluntarily relinquish their scheduled tours to other nurses.
- (b) When regular part-time nurses on the Unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the Unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
  - i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
  - ii) A tour will be deemed to be offered whenever a call is placed. Nurses shall supply one (1) phone number which the Hospital will call for this purpose.
  - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
  - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;
- (c) Premium Pay Tours
  - i) Where extra tours of premium pay become available, they will first be offered on the basis of seniority to the regular part-time nurses

in their department, and then throughout the Hospital.

- ii) If no regular part-time nurse is available then the premium pay tour will be offered to full-time nurses according to seniority.
- iii) If no full-time nurse is available the premium pay tour will be offered to casual nurses according to seniority.

(d) Error in Mechanism

- i) An error in the above mechanism in (a), (b), or (c) for a tour distribution will be resolved by offering the aggrieved employee a shift as an extra employee at a time agreeable to the employee. If the missed shift would have been compensated with overtime premium, the replacement shift shall be compensated by applying overtime premium.
- ii) An error in the above mechanism in (a), (b), or (c) for a tour distribution initiated by the Employer will result in the aggrieved employee being paid and receiving seniority for the missed shift.

G-8 Nurse Practitioner Flexible Scheduling

The above noted position will be compensated on the basis of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal work week shall consist of thirty-seven and one half (37.5) hours. This applies to full-time positions only.

The parties recognize that flexible scheduling is required for the Nurse Practitioners in the Family Health Team. In keeping with this, the time is balanced within the pay period. Such flexible scheduling shall not in itself attract overtime premium except where hours in excess of seventy-five (75) hours in a pay period are worked. For clarity, this means that working longer than the normal daily tour is permitted, and will not, on its own attract overtime. It is understood and agreed that the scheduling provision in Article G of this Agreement shall not apply to employees working in the Family Health Team. Such employees shall be expected to flex their time, provided that on its own, it will not attract overtime premium.

The parties agree that casual nurses shall be permitted to pre-book for shifts during prime vacation periods (the periods of June 1 to September 30, and December 18 to January 7). For this purpose, the Hospital will contact casual nurses and require that they provide their availability for work during the prime vacation periods.

G-9 When a full-time line becomes vacant, and prior to the closing of the posting of the position under Article 10.07 the employer will allow current full-time employees to submit a request to transfer in order to assume that rotation of work. The request shall not be unreasonably denied. Nurses shall be selected for the line based on seniority. Any transfer to another rotation will occur at a time identified by the employer in such a way that does not incur premium or adversely impact the operation.

**ARTICLE H - GENERAL****H-1            Bulletin Board**

The Hospital shall provide space on the bulletin board in the staff conference room and on a the nursing unit, for notices of Association business. All notices must be signed by a Nurse Representative.

H-2            When filling temporary full-time vacancies, the Hospital shall consider full-time nurses, who have expressed an interest to fill such vacancies, for the first [1<sup>st</sup>] full-time vacancy only, on the same basis as regular part-time nurses, in accordance with Article 10.06 (d).

**H-3            Overtime – Equivalent Time Off**

Where a full-time or part-time nurse chooses equivalent time off in lieu of overtime payment, such as in the circumstances outlined under Article 14, such time will be taken within sixty (60) calendar days, unless a nurse and the VP Cincial Services mutually agree to an extension.

**H-4            Job Posting**

The Hospital will notify unsuccessful applicants to job postings within one week of the successful applicant being selected and prior to the list of successful applicants provided for in Article 10.06 (b) being posted. A copy of the notification will be provided to the bargaining unit president.

**H-5            Retiree Benefits – Process for Payment**

A nurse who retires and wishes to participate in the benefit plans pursuant to Article 17.01 (h) will provide advance payment of the benefit premiums through post-dated cheques, dated the first of each month, provided on a yearly basis.

The Hospital will notify the affected nurses and the union of the benefit premiums in January of each year, and each time the benefit costs are re-negotiated by the Employer.

**H-6            Musculoskeletal Injury Prevention and Control**

(a)    The hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.

(b)    At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.

(c)    The review and revision shall be done more frequently than annually if,  
       (i)    the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or



- (ii) there is a change in circumstances that may affect the health and safety of any employee.
- (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee orientation and thereafter as required.

Needle Stick and Sharps Injuries

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

**ARTICLE I - JOB SECURITY**

- I-1 The seniority list as provided for in Article 10.02 will be posted in January and July of each year.
- I-2 A list will be posted in January of each year showing the Service Review date referred to in Article 19.06 (a) of the Central Agreement.

**ARTICLE J - INTERVIEW**

- J-1 The interview period as provided for in Article 5.06 will be scheduled during the nurse's probationary period.

**ARTICLE K - PRE-PAID LEAVE PLAN**

- K-1 The Hospital will allow one (1) full-time and one (1) part-time nurse to be absent at any one (1) time.

**ARTICLE L - VIOLENCE**

- L-1 The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between the employer, employees, physicians and the union. Employees should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize issues in a timely and effective manner as set out below:

- (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 s/he or another person is at risk of physical and or psychological injury will be condoned in the workplace. Any employee 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.

In dealing with physician conduct, the Hospital may incorporate recommendations from the draft or final report of the College of Physicians and Surgeons on the Disruptive Physician Behaviour initiative.

(b) Violence Policies and Procedures

The Employer agrees to develop, in consultation with the joint health and safety committee or health and safety representative, formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations and support to employees who have faced violence. The policy and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee at time of hire.

Prior to implementation any changes to these policies, the employer agrees to consult with the Union and the joint health and safety committee.

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

(d) Notification to the Union

The employer will notify the JHSC and union in writing of all reported incidents related to violence within 4 days. For critical injuries the employer will notify the JHSC immediately and both the JHSC and union in writing within 48 hours. Such notices will contain all of the information as prescribed in Section 5 of the health care regulation. The parties agree that this shall only apply to incidents involving bargaining unit members.

(e) Function of 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 and shall take every precaution reasonable in the circumstances to prevent violence from occurring.

(f) Training

The Employer agrees to provide training and education, developed in consultation with the JHSC, on the violence prevention and harassment policies and programs, and on prevention of violence to all employees. This training will be done during a new employee's orientation and updated as required.

(g) Support and Counselling

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

(h) Damage to Personal Property

The Hospital will provide reimbursement for replacement or repair of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work. It is recognized that only items required for work-related purposes shall be reimbursable.

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 M - JOB SHARING ON EXTENDED TOURS**

M-1

The introduction of job sharing arrangements will be subject to mutual agreement between the Association and the Hospital. The initial job sharing arrangement will be on a trial basis for a period of up to six (6) months, subject to review by the Association and the Hospital before confirmation. It is agreed that the following conditions will govern the arrangements.

- (a) The Nursing Department will limit the Job Sharing to one (1) full-time employee (F.T.E.) position.
- (b) The full-time nurse seeking a job sharing position must submit a written application to the appropriate VP Clinical Services.
- (c) The full-time nurse wishing to share the position, may do so without having his/her half (½) of the position posted. The other half (½) of the job sharing position will be posted and the selection of the part-time applicant will be made on the criteria set out in the Collective Agreement.
- (d) Total hours worked by the job sharers shall equal one (1) full-time employee position. The division of these hours or the schedule will be determined by mutual agreement between the two (2) nurses and the VP Clinical Services. The job sharers may work additional tours outside the full-time schedule providing that no other part-time staff is available.
- (e) Schedules will conform with Article 13 and Article G-2 of the Full-time Local Agreement.
- (f) Job sharers are not required to cover for their partner during sick leave, vacation and/or any other leave of absence, unless mutually agreed otherwise by all parties, however, when no part-time staff is available, job sharers will be required to work a minimum of two (2) scheduled shifts per week.

- (g) Should one (1) partner transfer or terminate employment, the remaining partner shall continue to work his/her own schedule for thirty (30) calendar days. If no replacement partner is recruited, he/she must return to his/her former position.
- (h) Employees participating in job sharing will receive a percentage in lieu of fringe benefits as per Central Collective Agreement.
- (i) Seniority shall accumulate according to the part-time Collective Agreement. Vacation entitlement and wage progression will be calculated on the same basis as a part-time nurse.
- (j) The Hospital shall deduct from each job sharer's pay and remit to the Association each month, an amount equal to one regular monthly part-time dues designated by the Association.
- (k) It is agreed that the job sharers, the Association or the Hospital may terminate this arrangement with 50 days written notice to the other parties. 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 N - MODIFIED WORK**

N-1 The Hospital will notify the Bargaining Unit President of the names of all nurses off work due to a work-related injury /illness (whether or not the nurses are in receipt of WSIB benefits) or who have gone off on LTD by the 15<sup>th</sup> day of each month.

The Hospital shall provide to the Union by the fifteenth [15<sup>th</sup>] day of each month a list of all employees currently on modified work programs.

N-2 Prior to any nurse returning to work on a modified/light/alternate work program the Hospital will meet with the nurse who shall be accompanied by the Association's Occupational Health and Safety representative. When the terms and conditions of the program have been agreed upon the Hospital will confirm such terms and conditions to the nurse with a copy to the Association's Occupational Health and Safety representative. Any documents respecting such program which the Hospital requires to be signed by the Association shall be submitted to the Association for signing.

When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a designated member of the Bargaining Unit to discuss the circumstances surrounding the employee's return to suitable work.

N-3 The Hospital agrees to supply the Association with a copy of the WSIB Form 7, excluding date of birth and social insurance number, (Employer's Report of Accidental Injury or Industrial Disease) within at least seventy-two (72) hours after it has been sent to the Board. If the Association is of the opinion that the Form 7 contains errors or omissions, it may request a meeting with the Hospital to be held as soon as possible. If, as a result of such meeting, the Hospital and the

Association agree that the Form 7 contains errors and omissions the Hospital will notify the Board of such errors or omissions.

N-4

Modified Work/Return to Work Programs

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

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses.

A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.

**ARTICLE O - MISCELLANEOUS**

O-1            Pay Roll

It is agreed and understood by the parties hereto that paydays for the duration of this Agreement shall be every second Friday, except that some latitude, in accordance with the Employment Standards Act, Sec (11.1), shall be allowed where a designated holiday occurs during the week.

O-2            Electronic Grievance and/or IWA Form

- (a)     The parties agree to use the electronic version of the O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement of the Professional Responsibility Workload Report form at Appendix 6 of the Hospital Central Agreement.
- (b)     The parties agree that hard copies of the electronic forms are valid for purposes of Article 7 and/or 8 of the Hospital Central Agreement.
- (c)     The Union undertakes to get a copy of the electronic versions signed by the grievor(s) and/or the complainant(s).
- (d)     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; and Professional Responsibility Workload proceed to mediation or Independent Assessment Committee hearing.

O-3            Any errors in pay of one (1) tour or more shall be corrected within four (4) business days of the verification of the error. Smaller errors will be corrected on the following pay.

**SIGNING PAGE**

DATED AT Mattawa, ONTARIO, THIS 8<sup>th</sup> DAY OF November, 2021.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Tanya Belanger"

"Neil Jones"

Labour Relations Officer

"Signed"

"Elaine Bartlett"

"Ehren Baldauf"

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## LETTER OF UNDERSTANDING

Between:

**HÔPITAL DE MATTAWA HOSPITAL**  
(hereinafter called the "Hospital")

And:

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

Re: ESA Agreement for Excess Hours

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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 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, if 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) and (3) and (4) subject to the emergency provisions of Section 19 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 Mattawa, ONTARIO, THIS 8<sup>th</sup> DAY OF November, 2021.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Tanya Belanger"

"Neil Jones"  
Labour Relations Officer

"Signed"

"Elaine Bartlett"

"Ehren Baldauf"

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**LETTER OF UNDERSTANDING**

Between:

**HÔPITAL DE MATTAWA HOSPITAL**  
(hereinafter called the "Hospital")

And:

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

Re: Nurse Leader Replacement

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The parties agree to the following:

1. Effective annually from June 1<sup>st</sup> to September 30<sup>th</sup>, when the Nurse Leader is absent from work, staffing will occur as if it were a weekend (2<sup>nd</sup> RN on the nursing unit will have no patient assignment, float between nursing unit/emergency department and if the census is such that additional staff are required to provide patient care, an RPN can be scheduled unless, in the view of the Hospital, the acuity of the patients requires the skill and ability of an RN, an RN will be).
2. Where an RN is scheduled (regardless of the time of year), they shall be scheduled on a flexible shift, meaning that the duration of the shift may between four (4) hours and seven and one-half (7.5) hours. Premium pay would apply for any hours in excess of seven and one-half (7.5) hours.

DATED AT Mattawa, ONTARIO, THIS 8<sup>th</sup> DAY OF November, 2021.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Tanya Belanger"

"Neil Jones"  
Labour Relations Officer

"Signed"

"Elaine Bartlett"

"Ehren Baldauf"

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