

COLLECTIVE AGREEMENT

Between:

HOPITAL DE SMOOTH ROCK FALLS HOSPITAL - RPNs
(hereinafter referred to as "the Employer")

And:

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

Expiry: June 7, 2021

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APPENDIX 3 - SALARY RATES**REGISTERED PRACTICAL NURSE**

	Effective April 1, 2020	Effective April 1, 2021
START	\$29.44	\$29.73
1 YEAR	\$29.73	\$30.03
2 YEARS	\$30.02	\$30.32
3 YEARS	\$30.33	\$30.63
8 YEARS	\$30.52	\$30.83
25 YEARS	\$30.94	\$31.25

GRADUATE NURSE

	Effective April 1, 202-	Effective April 1, 2021
START	\$28.10	\$28.37

APPENDIX 4 – SUPERIOR CONDITIONS

HOPITAL DE SMOOTH ROCK FALLS HOSPITAL

13.05

Bereavement Leave

(a) FULL-TIME

i) 7.5 Hour Employees

When a death occurs to a spouse or child of a full-time employee who works a seven and one-half (7.5) hour day, the employee will be granted a leave of absence and will be paid seven and one-half (7.5) hours at her/his regular rate of pay for up to five (5) consecutive scheduled working days in the six (6) calendar day period beginning with the date of death.

Time paid for while on bereavement leave will count as time worked for the purpose of computing overtime.

A full-time nurse who works a seven and one-half (7.5) hour day shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral for other members of her or his immediate family, namely, parents, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild.

ii) 11.25 Hour Employees

When a death occurs to a spouse or child of a full-time employee who works an eleven and one-quarter (11.25) hour day, the employee will be granted a leave of absence and will be paid for any scheduled working hours lost in the six (6) day period beginning with the date of death up to a maximum of thirty-seven and one-half (37.5) hours at her/his regular rate of pay.

Time paid for while on bereavement leave will count as time worked for the purpose of computing overtime.

A full-time nurse who works an eleven and one-quarter (11.25) hour day shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral for other members of her or his immediate family, namely, parents, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild.

iii) "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave

will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

(b) PART-TIME

A part-time nurse who notifies the Hospital as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "in-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

- (c) A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew.

ARTICLE 16 - VACATIONS

All Registered Practical Nurses will be entitled to the same vacation entitlement as the Registered Nurse classification in accordance with Article 16 of the Central Agreement.

APPENDIX 5

HOPITAL DE SMOOTH ROCK FALLS HOSPITAL

ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent for all Registered Practical Nurses employed in a nursing capacity by the Hopital de Smooth Rock Falls Hospital in Smooth Rock Falls, Ontario, save and except supervisors, persons above the rank of supervisor, Long Term Care Co-ordinator and In-Service Co-ordinator.
- A-2 Supervisor, or immediate supervisor, when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and, without limiting the generality of the foregoing, it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, discharge and suspend or otherwise discipline employees provided that a claim by an employee that she/he has been discharged or otherwise disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees;
 - (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.
- B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

- C-1 The Hospital will recognize the following:
- (a) Two (2) Association Representatives

- (b) Grievance Committee - two (2) employees
- (c) Negotiating Committee - up to two (2) employees
- (d) Hospital – Association Committee - The Committee will be composed of two (2) employees with equal representation from Management.
- (e) A Professional Development Committee comprised of not more than two (2) members. One of these members will be the Bargaining Unit President or designate.

C-2 The Employer will pay the Bargaining Unit President, or when the Bargaining Unit President is absent due to vacation or Leave of Absence, a designate at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours, to a maximum of four (4) hours per month. Such hours cannot be banked as lieu time.

C-3 Payment for identified members on days off at HAC Meetings

The Bargaining Unit President/designate will identify to the Hospital which committee members require payment under Article 6.03 (e) at each Hospital Association Committee meeting.

C-4 Union Interview

The Hospital will endeavour to schedule the time and place of the interview referred to in Article 5.06, within the first four (4) weeks of employment on hospital premises and at a time mutually agreed by the Union. The Hospital will advise the Bargaining Unit President or designate of all employees to be interviewed prior to the interview.

ARTICLE D - PAID HOLIDAYS

D-1 For the purposes of Article 15.01, the following shall be the designated days:

- | | |
|--------------------------|-------------------------------------|
| New Year's Day/January 1 | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day/November 11 |
| Victoria Day | Christmas Day/December 25 |
| Canada Day/July 1 | Boxing Day/December 26 |
| Civic Holiday | 3rd Monday in February – Family Day |

D-2 Where a full-time employee is entitled to a lieu day under Article 15.04 or 15.05, such day may be taken at a mutually agreeable time within thirty (30) days prior to or ninety (90) days following the holiday. If there is no agreement within such period, payment shall be made in accordance with Article 15.03. The Director of Nursing or designate will respond to all requests for a lieu day, including the use of levelling hours for lieu days, within seven (7) days following receipt of such written request and where at least fourteen (14) days advance notice as been provided. Under no circumstances can such employee carry over any lieu day beyond January 15th of the following year.

- D-3 A tour that begins or ends during the twenty-four (24) hour period of the paid holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- D-4 For part-time employees, the Hospital will endeavour to schedule paid holidays in an equitable manner.

ARTICLE E - VACATIONS

- E-1 The date for determining vacation entitlement under Article 16.01 shall be the employee's anniversary date of employment. Part-time employees shall be entitled to vacation in accordance with Article 16.01.
- E-2 Vacations will not be scheduled for the period from December 15 to January 15. During other periods of the year, the Hospital will grant vacation requests subject to the staffing requirements of the Hospital.
- E-3 Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation if the schedule has not been posted for such a date.
- E-4 Vacations will be scheduled as follows:

All requests for vacation for the period January 16 - May 31 must be submitted by October 15th of each year and such vacation schedule shall be posted by November 15th.

All requests for vacation for the period June 1 - December 14 must be submitted by March 31 of each year and such vacation schedule shall be posted by April 30th.

Vacation time will normally be taken with a minimum of one (1) week at a time; however, employees may request up to thirty-seven and one-half (37.5) hours of vacation time in single days or multiples thereof.

In scheduling of vacation requests on or before the specified date for submission, preference for approved vacations will be given to employees in accordance with their seniority. Vacation requests submitted after the specified date for submission will be considered on a first come, first served basis and the employer will respond to such request within two (2) weeks of receiving such request.
- E-5 Part-time employees shall be entitled to vacation without pay based on the length of continuous service.
- E-6 Vacation pay for part-time employees will be calculated and paid on a bi-weekly basis.
- E-7 Vacation lists for full-time employees shall be separate and distinct from part-time employees. The Hospital will grant vacation requests subject to the staffing requirements of the Hospital.

E-8 Provided that it does not conflict with scheduled vacation for other employees, lieu days (under Articles D-2 or F-1, F-2) can be used in conjunction with vacation time.

ARTICLE F - SCHEDULING REGULATIONS

F-1 Scheduling Provisions for Extended Tours - 11.25 Hour Tours

- (a) Tour schedules will be posted at least three (3) weeks in advance and shall cover an eight (8) week period. Copies of schedules will be provided to the Union upon request.
- (b) All employees will not be required to work more than three (3) consecutive extended tours. Any hours worked on a tour in conjunction with three (3) consecutive extended tours will be paid at the rate of time and one half, as per Article 14.
- (c) At least twelve (12) hours will be scheduled off between shifts and at least two (2) consecutive tours will be scheduled off between shift changes. Unworked paid holidays, or days in lieu for worked paid holidays, may not be included in the two (2) consecutive tours off between shift changes. A shorter period than two (2) consecutive tours may be agreed upon by mutual consent.
- (d) No split tours will be scheduled.

F-2 Scheduling Provisions for Extended Tours – Full-time

Full-time employees, who work seven (7) extended tours on a bi-weekly pay period basis, will bank three and three-quarters (3.75) hours of lieu time for each such period. Following the period of eight (8) weeks and the accumulation of eleven and a quarter (11.25) hours of lieu time, it will be used in conjunction with a STAT for a carry-over week. Every Full-time employee has an assigned week on the Master Schedule.

The scheduler will respond to all requests for lieu time within seven (7) days following receipt of such written request where at least fourteen (14) days advance notice has been provided.

F-3 Scheduling Provisions for Extended Tours – Part-time

- (a) The Hospital agrees to schedule regular part-time employees according to their commitment on the posted schedule in that unit, as per Article F-7.
- (b) Where extra tours become available, they will be offered on the basis of seniority to regular part-time employees provided that no nurse will exceed her or his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.

- (c) Where all regular part-time employees have been given the opportunity to work up to their committed tours in that pay period, extra tours will then be offered to regular part-time employees on the basis of seniority.
- (d) There is no commitment on the Hospital to offer any of these shifts in this manner to employees where premium payment is required, unless applicable to all part-time employees involved.
- (e) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.
- (f) Where a Part-time employee is in a Temporary Full-time position, and works seven (7) extended tours on a bi-weekly pay period, they bank three and three quarter (3.75) hours in lieu time for each such period. They will also bank any over-time. This banked time may be taken following the accumulation of eleven and a quarter (11.25) hours, as per Article 14.09.

The scheduler will respond to all requests for lieu time within seven (7) days following receipt of such written request and where at least fourteen (14) days advance notice has been provided.

F-4 Scheduling of dayshifts for Part-time

- (a) Whereas there are two (2) different hours for dayshift for the Registered Practical Nurses;
- (b) And whereas the staff are frequently unable to be offered additional tours without a violation of Article F-1 (c) which requires a period of twelve (12) hours between tours;
- (c) Notwithstanding Article F-1 (c), part-time staff may be scheduled for eleven (11) hours off instead of twelve (12) hours off between working a tour that begins at 0730 and ends at 1930 and returning for a tour that begins at 0700. Both tours will be considered dayshifts and there will be no entitlement to premium for the shorter period between day tours in the following circumstances:
 - i) Part-time staff may be scheduled in this manner on the posted schedule if it is the only possible scheduling to allow the nurse to obtain her commitment.
 - ii) When offering part-time staff additional tours that would result in only eleven (11) hours off between two (2) day tours, there will be no requirement for premium payment if the nurse agrees to accept such tour.

F-5 Scheduling – Weekends

- (a) A weekend is defined as a minimum of sixty (60) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift.

- (b) A request by an employee for a change in the posted shift schedule must be submitted in writing and co-signed by the employee willing to make the exchange, at least twenty-four (24) hours prior to the requested change. Such request is subject to approval by the Hospital and shall not be unreasonably denied. Such exchange shall not in any event result in premium or overtime payment by the Hospital.
- (c) An employee will not be required to change tours of duty more than once during a work week, without mutual agreement.
- (d) If the Hospital should breach the scheduling provisions in Article F-1(b), (c), or (d), premium pay in accordance with Article 14.03 will be paid to the employee for all hours worked on that shift, except where such work was requested by the nurse.

Full-time

- (e) The Hospital shall schedule each full-time employee so as to provide every second weekend off.

A full-time employee will receive premium pay in accordance with Article 14.03 for all hours worked on a second and consecutive weekend, save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work; or
- iii) such weekend is worked as the result of an exchange of shifts with another employee; or
- iv) when specific nursing units have mutually agreed to do otherwise.

Part-time

- (f) Where possible, the Hospital shall schedule each part-time employee so as to provide every second weekend off, but will schedule at least every third weekend off.

A part-time employee will receive premium pay in accordance with Article 14.03 for all hours worked on a third consecutive weekend, save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work; or

- iii) such weekend is worked as the result of an exchange of shifts with another employee; or
- iv) when specific nursing units have mutually agreed to do otherwise.

F-6 Part-Time Scheduling

- (a) The Hospital agrees to schedule regular part-time employees according to their commitment on the posted schedule in that unit as per Article F-7.
- (b) Where extra tours become available, they will be offered on the basis of seniority to regular part-time employees provided that no nurse will exceed her commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
- (c) Where all regular part-time employees have been given the opportunity to work up to their committed tours in that pay period, extra tours will then be offered to regular part-time employees on the basis of seniority.
- (d) There is no commitment on the Hospital to offer any of these shifts in this manner to employees where premium payment is required, unless applicable to all part-time employees involved.
Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.
- (e) The employee must request a holiday, levelling hours or time in lieu, in writing, at least seventy-two (72) hours in advance of the requested day where possible. Furthermore, once the time off has been approved, the employee must provide at least forty-eight (48) hours advance notice where the employee cancels the scheduled time off.

F-7 Regular Part-time Commitment

A regular part-time employee must make the following commitment to be available for work on a regular pre-determined basis as referred to in Article 2.05:

- (a) to be available to work one (1) weekend in two (2);
- (b) to be available to work days and nights;
- (c) to be available to work a minimum of four (4) extended tours, or forty-five (45) hours, in a pay period except over the Christmas/New Year's period; and
- (d) to be available to work as scheduled over the Christmas/New Year's period, subject to Article F-10.
- (e) The commitment made by a regular part-time employee and specified herein is not a guarantee that the nurse will be scheduled to work according to this commitment nor is it a restriction on the nurse as to the maximum time worked.

- (f) Failure of a regular part-time employee to continue to meet all of the above commitment requirements will result in such employee being classified as a casual employee. Excluding Return to Work Programs, Accommodations, and for reasons covered under the *Human Rights Code*.

F-8 7.5 Hour Tours

If the Hospital wishes to introduce a 7.5 hour tour, the parties will meet to discuss implementation and to negotiate the appropriate scheduling regulations.

F-9 Introduction and Discontinuance of Extended Tours

- (a) Extended tours shall be introduced into any unit when:
 - i) eighty percent (80%) of the employees 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 unreasonably arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
 - i) sixty percent (60%) of the nurses in the unit so indicate by secret ballot; or
 - ii) the Hospital because of:
 - A) adverse affects on patient care;
 - B) inability to provide a workable staffing schedule, states its intention to discontinue extended tours; or
 - C) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above:
 - 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 extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

F-10 Christmas/New Year's

Full-time and part-time employees shall be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's, unless the employee requests otherwise. Once every employee has been granted the five (5) days off, and staffing availability has been secured, the Hospital will endeavour to schedule seven (7) consecutive days off to nurses who have made a request for such days off, granting will be done in order of seniority.

Time off at Christmas shall include the day tour on December 24, December 25 and the day tour on December 26 and time off at New Year's shall include the day tour on December 31, January 1 and the day tour on January 2.

Requests for time off during the Christmas/New Year's period shall be submitted by October 15 and the shift schedule shall be posted by November 15. The Hospital will schedule employees alternate Christmas and New Year's time off on a yearly basis unless the nurse request otherwise.

In the event that nurses can be granted both Christmas and New Year's Day off the most senior nurse shall be given the opportunity to take both off.

The scheduling provisions found in Article 16 may be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling.

Notwithstanding the above, the hospital will not schedule any member for more than four (4) consecutive days of work and will endeavour to schedule no more than two consecutive weekends of work or premium pay will apply.

F-11 For the purposes of shift premium, Article 14.10:

(a) afternoon shift hours will be 1500 - 2300.

(b) night shift hours will be 2300 - 0700.

F-12 In accordance with Article 14.09 of the central document, where a full-time or regular part-time employee chooses equivalent time off, such time off must be taken at a mutually agreeable time. Banked overtime remaining to the nurses' credit in excess of one hundred and fifty (150) hours shall be paid to the nurse by the Hospital at the end of the three (3) month quarter (June, September, December, March).

Notwithstanding the above, any hours in excess of seventy-five (75) remaining in the lieu time bank at the end of the fiscal year will be paid out on the last pay cheque prior to March 31st of the year.

The Director of Nursing or designate will respond to all requests for lieu time within seven (7) days following receipt of such written request and where at least fourteen (14) days advance notice has been provided.

F-13 The employee must request a holiday, levelling hours or time in lieu, in writing, at least seventy-two (72) hours in advance of the requested day where possible. Furthermore, once the time off has been approved, the employee must provide at least forty-eight (48) hours advance notice where the employee cancels the scheduled time off.

F-14 Four (4) Hour Tours – Part-time Only

The parties agree to the implementation of 4 hour tours as follows:

Where a regular part-time employee is scheduled to work a four (4) hour tour, Article F applies except as amended by the following:

- (a) Where extended tours become available after the posting of the schedule, such extended tours will be.
 - i) Offered to the most senior regular part-time employee who has not reached her/his commitment.
 - ii) When all regular part-time employees have reached their commitment, tours will be offered to regular part-time employees on the basis of seniority, whether or not they are scheduled on four (4) hour tours.
 - iii) If a tour becomes available on a unit where a regular part-time nurse is scheduled to work a four (4) hour tour during that period of time, the regular part-time nurse will be offered the tour and this will not be considered a change in the posted work schedule
 - iv) The Hospital will endeavour to keep the number of four (4) hour tours to a minimum.
 - v) Four (4) hour tours will be divided as equally as practicable. This clause shall be waived for orientation purposes.
- (b) No part-time employee will be scheduled solely on tours which are comprised of four (4) hour tours in any pay period, except where such arrangements are requested by the employee.
- (c) If a RPT nurse is scheduled for a four (4) hour tour from 1900 – 2300 hours, the nurse will be offered the opportunity to be called in for the day shift following this tour in accordance with Article F-3, F-4, and F-6 and this will not be a violation of F-1 (c).
- (d) Nurses shall be entitled to a paid rest period of fifteen (15) minutes for any four (4) hours worked subject to the exigencies of patient care.

ARTICLE G - SENIORITY

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

ARTICLE H - BULLETIN BOARDS

H-1 Bulletin Board

The Hospital will provide a bulletin board for the posting of notices related to Association business.

ARTICLE I - LEAVE OF ABSENCE FOR UNION BUSINESS

I-1 (a) The Hospital will allow one employee to be absent at the same time, however, the Hospital will make every effort to allow two or more employees to be absent at the same time if so requested. The employee will give adequate notice to the Hospital in writing of the request for a Leave of Absence for Association business.

(b) 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.

I-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 J - PAYROLL DEPOSIT

J-1 Payroll Deposit

An employee's earnings will be deposited by the Hospital in her/his account at the financial institution by 0900 hours on Friday of the pay week. An employee's pay stub (an itemized statement) will be distributed to each employee on Friday of the pay week.

ARTICLE K - PRE-PAID LEAVE PLAN

K-1 One (1) employee may be absent from the Hospital on pre-paid leave at any one time.

One (1) employee who is a member of the Registered Practical Nurse Bargaining Unit may be absent from the Hospital on pre-paid leave at any one time.

ARTICLE L - JOB SHARING

L-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 by the parties:

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharers 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) employees and the Supervisor of the Unit.
3. The above schedules shall conform with the full-time scheduling provisions of the collective agreement.
4. Each job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement.
5. 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 employee would be required to work.
6. Coverage:
 - (a) 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 Supervisor must be notified to book coverage. Job sharers are not required to cover their partner in the case of prolonged or extended absences.
 - (b) Vacation, Pregnancy Leave and other leaves pursuant to Article 11 of the Central Agreement:

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

Implementation:

7. 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.
8. Any incumbent full-time employee 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.

9. If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted as a full-time position in accordance with the Collective Agreement.

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 M – WORKPLACE SAFETY AND INSURANCE BOARD/MODIFIED WORK PROGRAM

- M -1
- (a) The Hospital will notify the Bargaining Unit President of the names of all employees off work due to a work related injury.
 - (b) Prior to any employee returning to work on a modified work program, the Hospital will notify and meet with the employee, a member of the local executive and a staff representative of the Ontario Nurses' Association, to discuss the circumstances surrounding the employee's return to suitable work.
 - (c) The Hospital agrees to provide the employee with a copy of the Workplace and Safety Insurance Board Form 7 at the same time as it is sent to the Board.

M-2 Modified Work/Return to Work Programs

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

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

1. 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.
2. A nurse participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement.

3. A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
4. A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every reasonable attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
5. In order to return a worker with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to modifications to the job or work station, reorganization of the work, provision of additional staff and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job or alternative suitable work.

ARTICLE N - MISCELLANEOUS

N-1 Paid Parking

The Hospital will continue its policy of providing free parking for the employees and access to free electrical plug-in outlets (during the months of December through to March) for the employees.

Prior to any change in this rate to reflect changes in the costs of providing parking services, the proposed changes will be discussed at the Hospital/Association Committee. In the event the Hospital changes the rate, the Association has the right to grieve.

N-2 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA bargaining unit president.

N-3 Clothing Allowance

The Employer will provide each full time and part time nurse with three (3) uniforms tops with the Employer's logo printed on the left hand side, as well as their designation, annually.

ARTICLE O – VIOLENCE IN THE WORKPLACE

O-1

1. Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

2. Violence Policies and Procedures

The Employer agrees to develop, in consultation with the joint health and safety representative, formalized explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee at the time of hire. Prior to implementing any changes to these policies, the employer agrees to consult with the Association.

3. Notification to the Association

The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her/his work. Such information shall be submitted, in writing, to the Association as soon as possible.

4. Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

5. Staffing levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees should be present.

6. Training

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

7. Support and Counselling

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

8. Damage to Personal Property

The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.

ARTICLE P – BENEFITS

P-1 Voluntary Part time Benefits - Process for payment

The Employer agrees to provide part-time nurses with the option of voluntary participation in the extended health care and dental group benefit programs set out in Article 17 provided they meet the threshold number of hours of work for acceptance by the carrier. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums.

Any part time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

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

The Employer will notify the Association of the benefit costs to part time nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

P-2 Retiree Benefits – Process for payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 20.01(h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

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

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

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "29" DAY OF "September", 2020.

FOR THE HOSPITAL

FOR THE UNION

"M. Loubert"

"A. Furlott"

Labour Relations Officer

"C. Marchand"

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HOPITAL DE SMOOTH ROCK FALLS HOSPITAL - RPNs
(the Hospital)

And:

ONTARIO NURSES' ASSOCIATION
(the Association)

RE: Scheduling Provisions for Extended Tours – 11.25 Hour Tours

The parties agree that the current practice of scheduling employees for seven (7) extended tours bi-weekly will not be changed without consultation with and the agreement of the Union. Such agreement will not be unreasonably withheld.

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "29" DAY OF "September", 2020.

FOR THE HOSPITAL

"M. Loubert"

FOR THE UNION

"A. Furlott"

Labour Relations Officer

"C. Marchand"

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HOPITAL DE SMOOTH ROCK FALLS HOSPITAL - RPNs
(the Hospital)

And:

ONTARIO NURSES' ASSOCIATION
(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 6 week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time employees and an average of no more than 75 hours in two weeks for part-time employees.
- (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. This agreement does not apply to any combination of hours which includes hours not on the master rotations or schedules. For example, if an employee has worked 45 hours in one week according to the master rotation, nothing in this agreement would disentitle her to ESA overtime for any additional hours worked that week. Nothing else in this agreement affects an employee's rights under Section 22.
- (c) The master rotations or schedules referred to above must be approved by the employees working in the relevant area at the time the rotation or schedule is introduced.
- (d) 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 19 of the Act.
- (e) The Union agrees that employees may be asked to work hours which provides less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceed 13 hours. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (f) 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.

- (g) 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 SMOOTH ROCK FALLS, ONTARIO THIS "29" DAY OF "September", 2020.

FOR THE HOSPITAL

FOR THE UNION

"M. Loubert"

"A. Furlott"

Labour Relations Officer

"C. Marchand"

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HOPITAL DE SMOOTH ROCK FALLS HOSPITAL - RPNs
(the Hospital)

And:

ONTARIO NURSES' ASSOCIATION
(the Association)

RE: Float Shifts – RPN

The parties agree that for retention purposes, the Employer will provide Part-Time nurses with commitment of hours, as per Article F-7, and as follows:

- (a) All part-time employees will have a commitment of four (4) extended tours, or forty-five (45) hours, in a pay period, except over the Christmas/New Year period.
- (b) Where the Employer is unable to provide commitment, as stated in (a) above, the Employer will schedule Float Shifts.
- (c) The responsibilities of the Float nurse will be as outlined in the job description – entitled – Float Registered practical Nurse Duties and Responsibilities;
- (d) Float shifts can be exchanged for other employees float shifts, within the same pay period.
- (e) Once the schedule is posted the employee may request to drop the float shift. This request shall not unreasonably be denied. It is understood that this request does not entitle the nurse to another shift for the purpose of meeting commitment as identified in (a).

This Letter of Understanding may be discontinued when:

- i. Adverse effects to patient care, or
- ii. Inability to provide a workable staffing schedule, or
- iii. Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the schedule.

When notice of discontinuation is given by either Parties, the parties shall meet within two (2) weeks to review the request for discontinuance.

If an issue arises with this Letter of Understanding, the parties agreed to meet within 10 days of notification, to discuss. Approval of discontinuance will not be unreasonably denied.

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "29" DAY OF "September", 2020.

FOR THE HOSPITAL

FOR THE UNION

"M. Loubert"

"A. Furlott"

Labour Relations Officer

"C. Marchand"

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HOPITAL DE SMOOTH ROCK FALLS HOSPITAL - RPNs
(the Hospital)

And:

ONTARIO NURSES' ASSOCIATION
(the Association)

RE: Registered Practical Nurse Professionalism in the Workplace

The parties acknowledge the significant role Registered Practical Nurses play in the delivery of high quality healthcare. We also recognize that it is important for patients and staff to be able to readily identify Registered Practical Nurses who are widely disbursed throughout the hospital.

The parties will jointly promote the professional image and identity of Registered Practical Nurses and will develop plans within the hospital to do so.

All hospital identification tags will clearly identify the employee as Registered Practical Nurses.

Where the parties agree, the implementation of an identified uniform consisting of coloured uniform tops and black uniform pants.

That agreed to coloured uniform top, shall be exclusively designated for Registered Practical Nurses throughout the Hospital.

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "29" DAY OF "September", 2020.

FOR THE HOSPITAL

FOR THE UNION

"M. Loubert"

"A. Furlott"

Labour Relations Officer

"C. Marchand"

Bargaining Unit President
