

**COLLECTIVE AGREEMENT**

**LOCAL ISSUES**

Between:

**MANITOULIN HEALTH CENTRE**  
(hereinafter called the "Hospital")

And:

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

**FULL-TIME AND PART-TIME**

**EXPIRY DATE: March 31, 2025**

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**APPENDIX 3 – SALARY SCHEDULE**

CLASSIFICATION - REGISTERED NURSE		
	Effective April 1, 2023	Effective April 1, 2024
START	\$37.93	\$39.07
1 YEAR	\$38.88	\$40.05
2 YEARS	\$39.86	\$41.06
3 YEARS	\$41.65	\$42.90
4 YEARS	\$43.52	\$44.83
5 YEARS	\$45.70	\$47.07
6 YEARS	\$47.98	\$49.42
7YEARS	\$50.38	\$51.89
8 YEARS	\$54.37	\$56.00

## **APPENDIX 5 – APPENDIX ON LOCAL ISSUES**

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

- A-1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all registered nurses and nurses holding a temporary certificate of registration regularly employed in a nursing capacity by the Manitoulin Health Centre, save and except managers and persons above the rank of manager.
- A-2 The term "manager" shall mean the first level of supervision excluded from the bargaining unit.

### **ARTICLE B - MANAGEMENT RIGHTS**

- B-1 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, classify, transfer, promote, demote, lay-off, recall, suspend, or otherwise discipline nurses provided that a claim by a nurse who has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) establish and enforce reasonable rules and regulations to be observed by nurses provided that they are not inconsistent with the provisions of this Agreement;
  - (d) generally to operate the Hospital and without restricting the generality of the foregoing, to determine all work procedures, kinds of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the standards of performance for all nurses, work assignments and all other matters concerning the Hospital's operation not otherwise specifically dealt with elsewhere in this Agreement.
- B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

### **ARTICLE C - REPRESENTATION AND COMMITTEES**

- C-1 (a) Nurse Representatives
- There will be up to four (4) nurse representatives one of whom may be a part-time nurse with equal representation from each site.

(b) Grievance Committee

There will be a Grievance Committee of up to three (3) nurses one of whom may be a part-time nurse and including the bargaining unit president.

(c) Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of four (4) representatives of the Hospital, one of whom shall be the Vice-President Clinical Services/Chief Nursing Officer (CNO) or their designate, and four (4) representatives of the Association, one of whom shall be the Bargaining Unit President or their designate one of whom may be a part-time nurse. Membership will include representatives from each site. The location of these meetings will rotate between sites.

(d) Negotiating Committee

There will be a Negotiating Committee of up to four (4) nurses one of whom may be a part-time nurse. There will be equal representation of nurses from both sites.

(e) Joint Occupational Health and Safety Committee

The Hospital will recognize one (1) bargaining unit member of the Joint Occupational Health and Safety Committee from each site. When a regular member is not available, they may be replaced by an alternate appointed by the Union.

(f) Professional Committee

The Professional Committee referred to in Article 9.02, shall include two (2) representatives of the Association, one of whom will be the Bargaining Unit President or designate. If the Hospital decides to have more than two (2) representatives on this committee, then the Association will increase its membership representation accordingly.

C-2 The interview period as provided for in Article 5.06 will be scheduled during the formal orientation period.

C-3 The Hospital will endeavour to hold meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled shift. When such meetings are held outside of the Bargaining Unit President's regularly scheduled hours, the Hospital agrees to pay the Bargaining Unit President at their straight time hourly rate for time spent attending such meetings outside their regularly scheduled hours to a maximum of twenty-four (24) hours per year. Meetings requiring the Bargaining Unit President's attendance are per Article C, where committee representation shall include the Bargaining Unit President.

## **ARTICLE D - LEAVE FOR ASSOCIATION BUSINESS**

- D-1 The Hospital agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences and conventions. The cumulative total leave of absence for all nurses, including full-time and part-time nurses, shall be sixty (60) days during the calendar year subject to the following conditions:
- (a) The Association will, where possible, notify the Hospital in writing four (4) weeks in advance of the requested leave;
  - (b) no more than a total of three (3) nurses shall be absent at any one time;
  - (c) the granting of leave shall be subject to the staffing requirements of the Hospital and will not be unreasonably withheld.
- D-2 The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Coordinator. The cumulative total leave of absence for all nurses, including full-time and part-time nurses, to fulfil the duties of the position of Local Coordinator, shall be sixty (60) days during the calendar year subject to the following conditions:
- (a) The Association will, where possible, notify the Hospital in writing four (4) weeks in advance of the requested leave;
  - (b) The granting of leave shall be subject to the staffing requirements of the Hospital and will not be unreasonably withheld.
- D-3 Leaves of absence for Association business will be confirmed in writing in a reasonable period of time.

## **ARTICLE E - HOURS OF WORK**

- E-1 It is understood that there will be no requirement for nurses to stay on the Hospital premises during meal breaks. A nurse wishing to leave the Hospital must notify their immediate manager of the wish to leave and report when leaving and upon return. Timing of breaks continues to be determined by the manager, contingent on patient care.
- Any requirement to remain will result in overtime payment in accordance with Article 14.
- E-2 It is recognized that the scheduled hours of work for nurses in the bargaining unit are 7.5 hours or 11.25 hours per tour.
- E-3 Short Shifts
- Where the Hospital needs to schedule less than seven and one half (7 ½)

hours the Hospital shall:

- (a) schedule these shifts equally amongst the part-time;
- (b) grant a paid rest period;
- (c) not schedule part-time nurses to solely work less than seven and one half (7 ½) / eleven and one quarter (11 ¼) hours;
- (d) notify the nurse immediately if the shift is expected to become (7 ½) / eleven and one quarter (11 ¼) hours; and,
- (e) ensure that all provisions of the Collective Agreement apply should the shift become seven and one half (7 ½) hours or more;
- (f) The Hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7.5) hours to a minimum (or to a reasonable level).

E-4 If the parties agree to a Unit Weekend Schedule in accordance with the language of Article 13.04 during the duration of the Collective Agreement, the signed agreement between the parties will be addressed as a Letter of Understanding and appended to the Appendix of the Local Provisions.

E-5 When a nurse must stay to work overtime the hospital will not require the nurse to return to regular duties at the Hospital without at least eight (8) hours of time off.

Where such time off period extends into the nurse's next regularly scheduled shift they will maintain their regular earnings for that full shift, or will be paid at time and a half for any hours worked during the eight (8) hour time off period.

E-6 The Hospital will consider individual requests for permanent night tours, provided, if granted, the nurse will be scheduled for one day shift in each six (6) week rotation.

## **ARTICLE F - SCHEDULING REGULATIONS - FULL-TIME & PART-TIME**

- F-1
- (a) Shift schedules shall be posted two (2) weeks in advance and cover a six (6) week period.
  - (b) A request for an exchange in the posted shift schedule must be submitted to the nursing office for approval at least twenty-four (24) hours in advance of the requested change. Such request must be in writing and co-signed by the nurse willing to make the exchange. Such exchange shall not in any event result in additional cost to the Hospital.

### Christmas Scheduling

- (c)
  - i) The Hospital will schedule a minimum of five (5) consecutive days off at either Christmas or New Year's; however the Hospital will endeavour to schedule seven (7) consecutive days off.
  - ii) Time off at Christmas shall include December 24, December 25 and December 26. Time off at New Year's shall include December 31, January 1 and January 2.
  - iii) The Hospital will make every effort to follow the master rotation over the holiday period. If necessary the following scheduling provision may be waived, F-2(a), F-3 (a) and F-3(f) between December 15 and January 15 to provide for Christmas and New Year's time off.
  - iv) Requests for time off over Christmas and New Year's must be in to the Vice-President Clinical Services/Chief Nursing Officer (CNO) or their designate by October 15th and a list of time off from December 15th to January 15th will be posted by November 1st.
  - v) Christmas and New Year's off shall rotate each year subject to the staffing requirements of the Hospital and except as may be mutually agreed. If a nurse must work Christmas or New Year's for two consecutive years the additional consecutive period shall be offered by seniority. Should no one volunteer, the least senior nurse shall be scheduled.
- (d) The Hospital agrees to discuss any proposed changes to the master schedule through the Hospital-Association Committee and then may be changed only by mutual agreement.
- (e) The Hospital shall not schedule full-time nurses single days off. The Hospital will endeavour not to schedule part-time nurses single days off. The Hospital will attempt to minimize the number of scheduled single days off.
- (f) Weekend Work

A nurse shall be scheduled every second weekend off, whenever possible. The Employer shall ensure that part-time nurses have at least (3) weekends off out of six (6) weekends unless otherwise mutually agreed between the nurse and the Employer. A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and subsequent consecutive weekend or any portion thereof save and except where:



- i) such weekend has been worked by the nurse to satisfy 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 tours with another nurse.

#### Definition of a Weekend

For the purpose of this section a weekend shall be defined as being at least sixty (60) consecutive hours from the completion of the Friday day shift until the beginning of the Monday day shift.

- (g) A short change does not apply when scheduling or offering a like shift (eg: 0730 and 0830) regardless of the start time of the shift.

F-2

#### 7.5 Hour Tour

- (a) The Hospital shall not require a nurse to work more than seven (7) consecutive days without their consent.
- (b) There will be at least two (2) tours off (16 hours) between tours to be worked by a nurse, unless a lesser period of time is mutually agreed upon between the nurse and their immediate manager.
- (c) A nurse who normally rotates on all three (3) shifts shall not be scheduled to work more than two (2) consecutive weeks on any one shift without their consent.

F-3

#### 11.25 Hour Tours

- (a) A nurse will not be required to work more than three (3) consecutive extended tours days or nights of work unless mutually agreed.
- (b) The Hospital shall schedule so full-time nurses will work fifty percent (50%) days tours and fifty percent (50%) night tours unless otherwise mutually agreed.
- (c) The Hospital will schedule full-time nurses extended tours to average seventy-five (75) hours per pay period over a six (6) week period unless mutually agreed otherwise.
- (d) Introduction and discontinuation of extended tours.
  - i) Extended tours shall be introduced when:
    - A) seventy percent (70%) of the nurses in the unit so indicate by secret ballot; and

- B) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- ii) Extended tours may be discontinued in any unit when:
    - A) fifty-five percent (55%) of the nurses in the unit so indicate by secret ballot; or
    - B) The Hospital because of:
      - 1. adverse effects on patient care,
      - 2. inability to provide a workable staffing schedule,
  - iii) When notice of discontinuation is given by either party in accordance with paragraph (ii) above, then:
    - A) the parties shall meet within two (2) weeks of the giving of the notice to review the request for discontinuation; and
    - B) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
  - (e) There will be at least twelve (12) hours scheduled off between tours to be worked by a nurse, unless a lesser period of time is mutually agreed upon between the nurse and their immediate manager.
  - (f) There will be at least forty-eight (48) hours scheduled off between a change of tours worked by a nurse, unless mutually agreed otherwise.

F-4 Hybrid Rotation

Nurses who are working a combination of seven and one half (7 ½) and extended tour (11.25) hour shifts follow the extended tour shift language.

F-5 Any violation of F-2 (a), (b), F-3 (a), (c), (f) scheduling regulations, shall result in premium payment in accordance with Article 14.

F-6 In the event that a nurse works overtime they shall submit the claim on a form provided in each unit. They shall also include whether they want the time accumulated or to be paid for in accordance with Article 14.09.

The Hospital shall revert time accumulated to payment under the following two conditions:

- (a) When the time accumulated exceeds sixty (60) hours or
  - (b) The hours banked in excess of thirty-seven and one-half (37.5) hours earned prior to February 1<sup>st</sup> will be paid or used by March 31<sup>st</sup> of each year
- F-7 A nurse who submits a request for specific day(s) off, once the time is posted, will have a response to that request within seven (7) calendar days.
- F-8 There will be no requirement for staff nurses to work non-union, management tours, i.e. vacation, paid holidays, sick leave, etc., without their consent.
- F-9 Should a nurse be inadvertently missed on a call-in shift, they will be offered the next available shift that they are able to work.
- F-10 The parties agree that full-time nurses may be considered for temporary full-time vacancies in accordance with Article 10.07 (d).
- F-11 In accordance with Article 10.08 (a) of the Collective Agreement the parties agree to the following with regards to reassignment. The reassignment will be from the employee's home site to the other site as required by the Hospital, for the period of time up to and including a single or partial shift.

Reassignment will occur bearing in mind the following principles:

- (a) Patient care and safety requirements are first priority.
- (b) The Hospital will not reassign probationary employees.
- (c) The Hospital will reassign, where possible, employees who volunteer and are qualified to perform the available work.
- (d) The reassigned nurse will be the most junior nurse on the unit who is qualified to perform the available work.
- (e) The reassigned employee will be assigned to work as part of the Health Care Team at the receiving site.
- (f) The Health Care Team will familiarize the reassigned employee to the general functioning of the site, and will collaborate in providing patient care.
- (g) The Hospital agrees that nurses who are reassigned will be paid a premium of time and one half (1 ½) for all hours worked at the other site.
- (h) The Hospital will reimburse transportation costs arising from the reassignment, i.e.: mileage (as per Hospital policy) and/or taxi.

F-12

Offering of Additional Tours

- (a) Tours which are available prior to the posting of the schedule shall be equally distributed amongst regular part-time nurses. If a regular part-time nurse does not wish to be prescheduled for greater than their commitment they will notify the hospital in writing.
- (b) Where extra tours become available after the posting of the schedule, they will be offered on the basis of seniority to regular part-time nurses assigned to the unit(s) provided that no nurse will exceed their commitment as a result of being offered such extra tours, where there are regular part-time nurses who have not been offered their commitment of shifts. It is understood that additional tours are offered to regular part-time prior to being offered to job sharers, casuals and secondary pool nurses.

Little Current

Premium tours will be offered on the basis of seniority in the following order:

- i) regular part-time nurses (including temporary full-time)
- ii) job-sharers
- iii) full-time nurses
- iv) casual nurses
- v) secondary pool nurses \*

Mindemoya

Premium tours will be offered on the basis of seniority in the following order:

- i) full-time nurses
- ii) regular part-time nurses (including temporary full-time)
- iii) job sharers
- iv) casuals
- v) secondary pool nurses\*

(c) \*Definition of a Secondary Pool

The Hospital has 2 sites. A secondary pool nurse is a nurse that works at one site and agrees to work additional shifts at the other site.

The Secondary pool nurse is responsible for determining whether the extra hours will lead to premium pay, and for declaring such. If the nurse fails to declare they are in a premium situation and work the hours they will be paid straight time.

- (d) It is understood that a nurse in an enhanced premium position may be skipped. A nurse in an “enhanced” premium position is a nurse who is in a position of potentially gaining more than a single premium shift.

F-13 A regular part-time nurse will make a commitment to be available:

- (a) at least forty-five (45) hour per pay unless by mutual consent.  
 (b) to work all shifts.

The Employer will consider individual tour preferences in accordance with Article E-6.

- (c) to work three (3) tours at Christmas or New Year's which may include any or all of either:

December 24, 25, 26  
 December 31, January 1 and 2

- (d) Vacation time will count towards commitment.

F-14 The Employer may ask casual nurses to submit their potential availability to the Nursing Secretary, or designate, two weeks in advance of the six-week scheduling period.

F-15 The Hospital will endeavour to provide each regular part-time nurse at least fifteen (15) hours per week or thirty (30) hours per pay. This is not to be misconstrued as a guarantee of hours.

## **ARTICLE G - PAID HOLIDAYS**

G-1 The designation of paid holidays under Article 15.01 is as follows:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	November 11
Victoria Day	December 25
2nd Monday in June	December 26
Canada Day (July 1)	Civic Holiday

G-2 Where a nurse is entitled to a lieu day under Articles 15.04 or 15.05, such day off must be taken within ninety (90) days of the holiday at a mutually agreeable time or payment shall be made in accordance with Article 15.03.

## **ARTICLE H - VACATIONS**

H-1 The date for determining vacation entitlement shall be January 1.

H-2 Vacation request schedules will be posted as follows:

Little Current: 200 Conference room

Mindemoya: Multi-Purpose room

H-3 Multi-Purpose Room

- (a) Hospital will allow up to four (4) nurses from each site to be off on vacation at any one time, provided staffing needs can be met.
- (b) Requests for time off (single days or vacation) outside of summer prime time periods shall be submitted by e-mail to the Administrative Assistant-Nursing and shall be considered on a first come, first served basis.

Requests for time off after the schedule is posted shall be submitted to the Administrative Assistant – Nursing for approval and shall be subject to the nurse's ability to cover their own shifts. Requests shall be made via email, will include the replacement nurse and the requested dates.

(c) Vacation During Summer Prime Time

- i) Summer prime time shall be defined as the period of time between June 15 to September 15.
- ii) A week of vacation is defined as beginning at dayshift on Monday and ending at the start of dayshift following Monday.
- iii) Nurses shall be entitled to take up to three weeks of vacation during prime time.
- iv) The Vacation Request List shall be posted by February 1<sup>st</sup>. Nurses shall indicate their requests for time off (single days or weeks) including first and second choice of time off for each week requested on the Vacation Request List by March 1<sup>st</sup> and shall have their requests considered on the basis of seniority.
- v) The Approved Vacation List shall be posted by April 1<sup>st</sup>.  
The Approved Shift Schedule will be posted no later than May 15.
- vi) Where operationally feasible, during prime time, single days may be granted without counting as part of the vacation quota.

H-4 Under normal circumstances, it is desirable for nurses to take their annual vacation. Subject to written request and approval from their manager,

nurses will be entitled to carry over two (2) weeks of unused vacation from one year to March 31st of the next and more than (two) 2 weeks beyond March 31 for nurses on maternity/paternity or other extended unpaid leave. Such request will not be unreasonably denied.

- H-5 At the end of the vacation year (December 31), the Employer will review amounts paid to part-time nurses for vacation pay. If adjustments are required resulting from the application of 16.06 of the Central Agreement, they will be made by January 31 of the following year.

### **ARTICLE I - BULLETIN BOARDS**

- I-1 The Hospital shall provide space for a bulletin board at each site for the posting of notices related to Association business. All such notices must be signed by the Bargaining Unit President.

### **ARTICLE J - SENIORITY LISTS**

- J-1 Seniority lists shall be posted at each site in January and July of each year.

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

- K-1 One (1) full-time and one (1) part-time at a time.

### **ARTICLE L - PLUG-INS AND PARKING**

- L-1 The Hospital will provide automobile plug-ins for all registered nurses on night duty on a first come first served basis.
- L-2 Present designated staff parking areas will continue at no charge to the nurse.

### **ARTICLE M - MEALS - AMBULANCE ESCORT**

- M-1 Reasonable meal, accommodation and travel expenses will be reimbursed as provided in hospital policy. Receipts will be required.

The Hospital agrees to provide the Union with advance notice prior to any changes to the existing policy.

### **ARTICLE N - JOB SHARING**

- N-1 If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless

otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the manager of the unit.
- (c) The above schedule shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with their partner, as well as with other nurses as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

(f) Coverage:

1. It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
2. Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit manager, 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

- (g) 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.
- (h) Any incumbent full-time nurse wishing to share their position may do so without having their 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.



- (i) If one of the job-sharers leaves the arrangement, their 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 nurse will have the option of continuing the full-time position or reverting to a part-time position for which they are qualified. If they do not continue full-time, the position must be posted 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 O - HEALTH AND SAFETY**

- O-1 (a) The Hospital will notify the President of the Local Nurses' Association of the names of all employees who go off work due to a work-related injury or when an employee goes on L.T.D. The Hospital will provide to the Union a monthly list of all new employees on modified work programs at the beginning of each month.
- (b) When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital will notify and meet with a member of the Local Executive, the employee, and the relevant manager(s) to discuss the circumstances surrounding the employee's return to suitable work.
- (c) When developing and recommending strategies for return to work the parties will consider, where appropriate, the following based on the employee's documented accommodation needs:
- Original position
  - Original unit
  - Original unit/position with modification to work area and/or equipment and/or the work assignment
  - Alternate positions outside the original unit
  - Any positions in the bargaining unit
  - Any positions in the Hospital in which the employee may be accommodated
- (d) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

## O-2 Early and Safe Return to Work

The Hospital and the Association both recognize their obligations under the Ontario Human Rights Code to attempt to accommodate, short of undue hardship, the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in the process is essential to the success of the process.

- (a) The Bargaining Unit President and/or the sight representative will be notified of any RTW meetings that the employer schedules. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off, they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium.

The Hospital will make available the appropriate information to the union representative before each meeting including the following:

- i) Restrictions and limitations
  - ii) Any Physical Demands Analysis (PDA) for pre-injury/illness position
  - iii) A list of vacancies, where appropriate
  - iv) Schedules for the pre-injury/illness position
- (b) It is understood that it is the obligation of the disabled employee to provide the Occupational Health Department with satisfactory medical evidence concerning their restrictions.
- (c) The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
- (d) The Hospital will advise the Union of offers of permanent accommodation within or outside of the bargaining unit.
- (e) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority, and path of least disruption in the workplace.
- (f) The parties will monitor the status of accommodated employees and the status of employees awaiting accommodation. The parties will review any circumstances where attempts to accommodate an employee have proven unsuccessful.

- (g) Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (h) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (i) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
- (j) The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
  - i) the employee is permanently accommodated in another position or arrangement.
  - ii) the weight of the medical evidence establishes that there is no prospect of a return to their original position.
  - iii) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy.
    - A) In so electing, the position will be filled in accordance with the Job posting provisions of the collective agreement.
    - B) If and when it is confirmed that the disabled employee cannot return to their original position, the position may be offered to the incumbent on a permanent basis.
    - C) When a Job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
    - D) Filling of a disabled employee's home position does not remove the Hospital's duty to accommodate that employee.

O-2

### Musculoskeletal Injury Prevention and Control

The Hospital shall develop, establish and put into effect, musculoskeletal

prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.

O-3 Needle Stick/Sharps Safety

Where workers may be exposed to a blood borne pathogen, the Employer, with the input of workers throughout the institution through the joint health and safety committee, shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent actual or potential exposure.

**ARTICLE P - VIOLENCE IN THE WORKPLACE**

P-1 Violence shall be defined as any incident in which a nurse is abused, threatened, or assaulted during the course of their employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes they have been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

The Hospital and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available through the employee assistance program to help victims recover from such incidents.

P-2 The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.

P-3 The employer will notify the JHSC and Union in writing of all incidents related to violence at the regular, monthly JHSC meetings. For critical injuries the employer will notify the JHSC and the union immediately and in writing within 48 hours.

P-4 The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training, developed in consultation with the Joint Health and Safety Committee, will be done during a new employee's orientation and updated as required.

P-5 The Hospital, with the nurse's consent, will inform the Union within five (5) days of any nurse who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as possible.

- P-6 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 their work.

### **ARTICLE Q – MISCELLANEOUS**

- Q-1 The parties agree that any unsuccessful candidate for an ONA job posting will be notified, prior to the posting of the name of the successful candidate.
- Q-2 The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.
- Q-3 A room with a bed will be provided if available for any nurse who wishes to remain on-site.

### **ARTICLE R – PART-TIME BENEFITS**

- R-1 The Hospital will provide part-time nurses with the option of voluntary participation in group extended health care and dental benefit programs set out in Article 17. (see Letter of Understanding in Central Collective Agreement)
- R-2 The Employer will provide the option and information, including the full cost of monthly premiums, about the group extended health care and dental benefit programs available upon hiring.
- R-3 The nurse will arrange with the Employer to pay the full amount (100%) of the monthly premiums in advance.

## **LETTER OF UNDERSTANDING**

### **Re: Hours of Work**

The Ontario Nurses' Association (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 purposes and to the following extent:

1. 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.
2. 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.
3. 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.

This Agreement reached between the parties will remain in effect for the duration of the Collective Agreement.

## **LETTER OF UNDERSTANDING**

### **Re: Time Lines for Responding to Offer of Additional Shifts**

The parties agree to the following time lines for nurses to respond to an offer of an additional shift:

#### **Time Lines for Responding to Offer of Shifts**

For shifts available with less than thirty-six (36) hours and shifts offered on a Friday for a weekend will be considered a call placed is a shift(s) offered.

For shifts that are available with more than thirty-six (36) hours, but less than forty-eight (48) hours, the nurse will have four (4) hours to return the call and accept the shift(s).

For shifts that are available with more than forty-eight (48) hours, but less than seven (7) days, the nurse will have twelve (12) hours to return the call and accept the shift(s).

For shifts that are available more than seven (7) days in advance, the nurse will have twenty-four (24) hours to return the call and accept the shift(s).

**LETTER OF UNDERSTANDING****Re: The Electronic Submission of Dues Information**

1. Notwithstanding Article 5.05 of the Collective Agreement, the Parties hereby agree to enter into an electronic submission of dues information effective February 15, 2016.
2. The Employer will identify each electronic submission by applicable Local #, Bargaining Unit Name, ONA Dues Month (based on when the members worked) and Reference # (related to reference # of the applicable direct deposit of dues payment).
3. The Employer will submit electronic submission of dues information within three (3) business days of direct deposits of related dues funds via [DirectDepositDues@ona.org](mailto:DirectDepositDues@ona.org).
4. The Employer will provide the Local Bargaining Unit with a copy of the electronic submission of dues information.
5. If ONA has any questions regarding the contents of an electronic submission, the employer/payroll department will respond within fifteen (15) business days.
6. ONA and/or the Employer reserves the right to terminate the electronic submission of dues information with sixty (60) days written notice.

**SIGNING PAGE**

Dated at Sudbury, Ontario, this 31<sup>st</sup> day of August, 2023.

FOR THE EMPLOYER

"Paula Ferguson"

"Connie Laidley"

"Emily Bond"

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FOR THE UNION

"Céline Messier"  
Labour Relations Officer

"Nancy Curtis"

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