

COLLECTIVE AGREEMENT

Between:

MICs GROUP OF HEALTH SERVICES
(Anson General Hospital, Lady Minto Hospital and Bingham Memorial Hospital)
(hereinafter referred to as the "Employer")

And:

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

EXPIRY: March 31, 2023

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APPENDIX 3**SALARY SCHEDULE**

REGISTERED NURSE	
	Effective April 1, 2022
START	\$34.24
1 YEAR	\$34.40
2 YEARS	\$34.97
3 YEARS	\$36.70
4 YEARS	\$38.43
5 YEARS	\$40.59
6 YEARS	\$42.78
7 YEARS	\$44.97
8 YEARS	\$48.17
25 YEARS	\$49.02

HEAD NURSE	
	Effective April 1, 2022
START	\$36.65
1 YEAR	\$36.80
2 YEARS	\$37.38
3 YEARS	\$39.14
4 YEARS	\$40.93
5 YEARS	\$43.19
6 YEARS	\$45.46
7 YEARS	\$47.78
8 YEARS	\$51.19
25 YEARS	\$52.10

INSERVICE EDUCATOR	
	Effective April 1, 2022
START	\$36.46
1 YEAR	\$36.62
2 YEARS	\$37.24
3 YEARS	\$39.07
4 YEARS	\$40.91
5 YEARS	\$43.23
6 YEARS	\$45.56
7 YEARS	\$47.86
8 YEARS	\$51.32
25 YEARS	\$52.21

ER/OR/IN-CHARGE	
	Effective April 1, 2022
START	\$36.40
1 YEAR	\$36.46
2 YEARS	\$36.97
3 YEARS	\$38.70
4 YEARS	\$40.43
5 YEARS	\$42.57
6 YEARS	\$44.75
7 YEARS	\$46.95
8 YEARS	\$50.17
25 YEARS	\$51.05

UNIT MANAGER	
	Effective April 1, 2022
START	\$35.95
1 YEAR	\$36.11
2 YEARS	\$36.63
3 YEARS	\$38.39
4 YEARS	\$40.18
5 YEARS	\$42.42
6 YEARS	\$44.68
7 YEARS	\$46.93
8 YEARS	\$50.27
25 YEARS	\$51.15

APPENDIX 4

SUPERIOR CONDITIONS - ANSON GENERAL HOSPITAL

NOTE 10.03 Seniority for a part-time employee will be credited to the date of last hire on the basis of:

- (a) prior to April 1982, 125 tours equivalent to one (1) year of seniority;
- (b) after April 1982, 200 tours equivalent to one (1) year of seniority.

APPENDIX 4

SUPERIOR BENEFITS - FULL TIME - LADY MINTO HOSPITAL

AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause #21.01
Central Award
(Full-time)

Applicable Clause from existing Collective Agreement.

5.05 Note: 6.02 The Employer will remit monthly, to the Ontario Nurses' Association the amount of dues deducted, accompanied by a list of the names, addresses and social insurance numbers of the employees from whom dues have been deducted. It will provide for the names of employees who have been added to or deleted from the list in any given month.

Note: In the previous sick leave plan, employees covered by the Collective Agreement accumulated sick leave credits on the basis of one and one-half (1½) days per month to a maximum accumulation of one hundred and twenty (120) days.

APPENDIX 4**SUPERIOR BENEFITS - PART-TIME - LADY MINTO****AWARDED BY THE CENTRAL ARBITRATION AWARD DATED October 23, 1981**

Clause #20.01

Central Award
(Part-time)Applicable Clause from existing Collective
Agreement

- 5.05 Note: 6.02 The Employer will remit, to the Ontario Nurses' Association, the amount of dues deducted, accompanied by a list of the names, addresses, and social insurance numbers of the employees from whom dues have been deducted. It will provide for the names of employees who have been added to or deleted from the list in any given month.
- 10.09 Note: 11.02 Seniority List
- A seniority list shall be established for all employees covered by this Agreement who have completed their probationary period.
- Four (4) copies of the seniority list will be filed with the Union after the execution of the Agreement and a revised list will be supplied annually thereafter. Upon receipt of the list the Union shall have 30 days in which to file complaints or notice of errors. If no such complaint or notice of errors is filed within the prescribed time it is deemed that the seniority list as posted is correct.
- 16.01 Note: Casual part-time employees shall be paid at six per cent (6%) of earnings and shall be entitled to three (3) weeks time off annually after completion of each year of service.

APPENDIX 5 - LOCAL PROVISIONS**ARTICLE A - RECOGNITION**

A-1 The Employer recognizes the Ontario Nurses' Association as the sole bargaining agent of all Registered Nurses and Nurses with a Temporary Certificate of Registration employed in a nursing capacity by the MICs Group of Health Services at Anson General Hospital and South Centennial Manor in Iroquois Falls, at Bingham Memorial Hospital in Matheson and at Lady Minto Hospital in Cochrane, save and except supervisors, and persons at and above the rank of Program Manager.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Union 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 except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right 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) determine in the interest of efficient operation and high standards of service, job rating 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 Employer is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, 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 employees.

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

ARTICLE C - UNION COMMITTEES AND REPRESENTATIVES

C-1 Union Representatives

The Employer will recognize one (1) Bargaining Unit President for MICs, as well as one (1) site representative at each site (Anson General Hospital/South Centennial Manor, Lady Minto Hospital, Bingham Memorial Hospital) and one (1) site representative to represent Long-Term Care.

C-2 Negotiating Committee

In accordance with Article 6.02 (a) there shall be a Negotiating Committee of not more than five (5) bargaining unit members consisting of the Bargaining Unit President and one representative from each of the 3 sites, in addition to one (1) LTC representative.

C-3 Grievance Committee

In accordance with Article 6.02 (b), the Employer will recognize a Grievance Committee consisting of the Bargaining Unit President and four (4) bargaining unit members, one (1) per site (Anson General, South Centennial Manor, Bingham Memorial and Lady Minto Hospital).

C-4 Hospital-Association Committee

In accordance with Article 6.03 (a), there shall be a Hospital Association Committee of up to five (5) bargaining unit members consisting of the Bargaining Unit President and one representative from each of the 3 sites including an LTC Rep.

C-5 Occupational Health and Safety Committee

The Employer will recognize one (1) Certified ONA OHS representative at each building (Anson General Hospital, Bingham Memorial Hospital, Lady Minto Hospital, South Centennial Manor), and one alternate representative for the Joint Occupational Health and Safety Committee.

C-6 Professional Development Committee

In accordance with Article 6.03(a), there shall be a Professional Development Committee of up to five (5) bargaining unit members consisting of the Bargaining Unit President and one representative from each of the 3 sites including an LTC Rep.

C-7 Union Interview

During the orientation process the Hospital will advise the Bargaining Unit President, or designate, of the names of all newly hired bargaining unit

members. The Hospital will provide new members with the contact information for their union.

The interview period as provided for in Article 5.06 will be scheduled during the new employee's probationary period.

- C-8 The Bargaining Unit President and each site representative, or designate, will be paid at her/his regular straight time hourly rate for time spent in meetings arranged or requested by the Employer which occur outside her/his scheduled hours of work. Such hours will be invisible for purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked). The Bargaining Unit President and each site representative will notify the Employer of her/his designate in advance.
- C-9 The Bargaining Unit President is the alternate site representative when a site representative is unavailable. If either representative is unavailable, the meeting will be rescheduled at a mutually agreeable time.

ARTICLE D – SENIORITY

- D-1 A copy of the seniority list as at the last pay period in December and June will be posted, at each site, on the ONA bulletin board and electronically by February 15th and August 15th of each year respectively.

ARTICLE E – LEAVES OF ABSENCE

- E-1 As provided for in Article 11.02, the cumulative total leave of absence for all employees, including full-time and part-time employees, shall be forty-five (45) tours at each site (Anson General Hospital/South Centennial Manor, Lady Minto Hospital, Bingham Memorial Hospital) per calendar year subject to the following conditions:
- (a) The Union will, if possible, notify the Employer in writing three (3) weeks in advance of the requested leave.
 - (b) No more than two (2) employees at the Anson General/South Centennial site, one (1) employees at the Bingham Memorial site and two (2) employees at the Lady Minto site shall be absent at any one time.
- E-2 The Employer will grant a leave of absence of forty-five (45) tours during the calendar year for the Local co-ordinator exclusive of E-1 above.

ARTICLE F – BULLETIN BOARDS

F-1 The Employer will provide a bulletin board for the posting of notices related to Union business at each site.

ARTICLE G – HOURS OF WORK

G-1 **GENERAL SCHEDULING PROVISIONS**

- (a)
 - i) Schedules will be posted two (2) weeks in advance and cover a six (6) week period. The Bargaining Unit President will have access to the electronic copies of RN schedules at the time of posting.
 - ii) Master schedules shall first be submitted to the Hospital-Association Committee for discussion, before changes are made and only changes discussed with the Committee shall be implemented by the Employer.
- (b) A request by an employee for a change of scheduled working hours must be submitted in writing and co-signed by the employee willing to exchange tours, with seventy-two (72) hours notice. Such change initiated by the employee will not result in additional cost to the facility and will be subject to Management or the designate's approval. Such change will be approved at Management's discretion.
- (c) Requests for specific days off are to be submitted, in writing, at least one week (1) in advance of posting.
- (d) No split tours will be scheduled.
- (e) The first shift of the day will be the day shift.
- (f) Nurses can bank lieu time in accordance with Article 14.09. Such banked time can be accumulated up to a total of one hundred and fifty (150) hours a year (January to December) to be taken at a mutually agreeable time before March 31st of the following year or payment shall be in accordance with Article 14.09.
- (g) Nurses who are accepted to work at an alternate site will be provided with an orientation as per Article 9.03 of the Central collective agreement.
- (h) As per Article 14.02, actual hours worked on change over to/from Daylight Savings Time will be hours paid to the employee.

- (i) Ten (10) days prior to the end of the posted schedule all staff will forward availability via e-mail to the scheduler for any available shifts for the upcoming schedule. Scheduler will assign shifts by seniority as per Article G by the next business day.

Any remaining tours will be called out as per Article G. If the shift is more than 72 hours away, the nurse will have 12 hours to respond. If the shift is less than 72 hours away, a call made will be deemed to be a call placed.

G-2 REGULAR PART-TIME NURSES

(a) Regular Part-time Commitment

All regular part-time employees must make the following commitment to be available for work on a regular pre-determined basis as referred to in clause 2.05 of the Collective Agreement.

- i) available to work every second weekend for extended tours and available to work two out of three weekends for regular tours;
- ii) available to work days, evenings and/or nights;
- iii) available to work as scheduled over either the Christmas or New Year's period subject to Article G-5(d) and G-7(d) of the Christmas scheduling provisions.
- iv) available to work at least forty-five (45) hours bi-weekly per pay period.

The commitment that a regular part-time employee must make as specified herein is no guarantee that the employee will be scheduled to work according to this commitment nor is it a restriction on the employee as to the maximum time worked.

(b) Part-Time Scheduling

- i) The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule of their unit.
- ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees on that unit who have not been offered their commitment of shifts provided the nurse is qualified to perform the available work.

- iii) 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, then job-sharers on the basis of seniority.
 - iv) Where no regular part-time employee is willing to perform the available work, the tour will be offered to Category B nurses then casual part-time employees on the basis of seniority.
 - v) Where all available part-time employees would be in a position of premium pay, part-time staff will be offered the available tour according to ii), iii), and iv) above.
 - vi) When no part-time employee is willing to perform the available work, the tour will be offered to Category B nurses then casual part-time employees on the basis of seniority, and then full-time employees on the basis of seniority.
 - vii) The Employer will endeavour to schedule all available Day shifts equitably among the part-time staff at their respective hospital site and unit.
 - viii) For the purpose of clarification, if the part-time nurse has not yet reached seventy-five (75) hours worked, she/he would be entitled to the tour and the Employer is not required to split the tour to prevent overtime from incurring, thereby triggering the above method of premium pay shift distribution.
- (c) A request by the employee to be scheduled for their commitment only must be submitted in writing, twice yearly on April 1st and September 1st. Request will be accommodated on the next posted schedule. The employee may request to rescind in writing at any time. Employees who have requested to only work their commitment will only be offered additional shifts once all other part-time employees have reached their seventy-five (75) hours.
- (d) Category "B" Position

An employee may request a transfer from Category "A" (Regular Part-Time as per Article G-2) to Category "B" at any time there is a vacant position available, upon the next posted schedule. Such approval will not be unreasonably denied. No further requests will be considered for a change from Categories for a period of six (6) months following the date of change.

PROCESS:

1. Both parties agree that the Category "B" commitment to the Employer at the time of posting shall only be as follows:
 - i) available to work three (3) tours on every six (6) week schedule,
 - ii) available to work day, weekend, evening or night shifts (regular tours and extended tours),
 - iii) available to work the full year less five (5) weeks/thirty-five (35) days in which he/she is not available to work. The successful incumbent will indicate his/her unavailability to his/her direct supervisor.

G-3 An error in the above mechanism for shift distribution will be resolved by offering the aggrieved employee a shift in the following manner:

- (a) The affected Employee will be offered a shift as an extra within two (2) weeks of the occurrence at a mutually agreeable time.
- (b) The extra shift will be paid at the rate of pay which the Employee would have received had the offer been made according to the Collective Agreement.

G-4 Tours of less than 7.5 hours

Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours):

- (a) The Employer will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
- (c) Employees working tours comprised of less than 7.5 hours shall not be scheduled to work more than five (5) consecutive tours without her/his consent.
- (d) There shall be an equitable distribution of tours of less than 7.5 hours among the part-time employees in each unit, unless a position has been posted and filled by individuals agreeing to work such assigned tours.
- (e) The Employer shall ensure that all provisions of the collective agreement apply should the shift become seven and one half (7.5) hours or more.

- (f) Where extra tours of less than 7.5 hours become available after a schedule is posted, the nurse will be paid at a premium for equivalent hours worked on the second and consecutive weekend.

G-5 Scheduling regulations for 7.5 Hours Tours

(a) General scheduling

- i) The Employer agrees that it will not require an employee to work a schedule of more than seven (7) consecutive days without her/his consent.
- ii) At least two (2) consecutive tours will be scheduled off between shift changes. A shorter period of time off may be agreed upon by mutual consent.
- iii) For full-time nurses, at least forty-eight (48) hours' time off will be scheduled following the night shift when changing schedules to either the day shift or the evening shift.

Regular part-time nurses may be scheduled thirty-six (36) hours' time off following the night shift when changing schedules to the evening shift. This practice will be kept to a minimum.

- iv) An employee will not be scheduled to change shifts more than once during a work week.

(b) Weekend definition

For the purpose of this section, a weekend is defined as any period of sixty-four (64) consecutive hours during the period following completion of the Friday day tour until commencement of the Monday day tour.

(c) Weekend scheduling

A nurse will receive premium pay in accordance with Article 14 for all hours worked on a third and consecutive weekend, save and except where:

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

(d) Christmas scheduling

If a full-time/regular part-time employee works at Christmas or New Year's she/he shall be scheduled at least five (5) consecutive days off over the holiday not worked. The Employer will attempt to schedule seven (7) consecutive days off. Employees must request either Christmas or New Year's time off by October 15th.

Christmas time off will include Christmas Eve Day, Christmas Day and Boxing Day until day shift December 27th, and New Year's time off will include New Year's Eve Day and New Year's Day and January 2nd evening shift inclusive. Unless otherwise requested by the employee and accommodated by the Employer, the Christmas and New Year's holidays will be scheduled alternately each year.

In the event that a nurse requests both Christmas and New Year's off work, the most senior nurse at each site shall be given the opportunity to take both these holidays.

The scheduling provisions set out herein are waived between December 15th and January 7th to provide for Christmas and New Year's scheduling. The shift schedule shall be posted by November 1st.

(e) Should the Employer break the scheduling regulations in this Article, premium pay will be paid to the employee(s) for all hours worked on the shift involved as outlined in Article 14.

G-6 Voting Process for Extended Tours

(a) Implementation

Extended tours shall be introduced into any unit when:

- i) seventy percent (70%) of the employees, at that site, so indicate by secret ballot; and
- ii) the Employer agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.

(b) Discontinuation

Extended tours may be discontinued in any unit when:

- i) fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
- ii) the Employer because of:
 - A) adverse affects on patient care,
 - B) inability to provide a workable staffing schedule, states its intention to discontinue the compressed work week in the schedule,
 - C) the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary.

When notice of discontinuation is given by either party in accordance with B) above:

- 1) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- 2) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

G-7 Scheduling for Extended Tours

(a) General scheduling

- i) Employees will not be required to work more than three (3) consecutive extended tours. If an employee works four (4) or more consecutive tours, these tours will result in premium payment by the Employer. Such premium will not apply if it is a result of an exchange of tour with another employee.
- ii) At least two (2) consecutive tours will be scheduled off between shift changes.
- iii) For full-time nurses, at least forty-eight (48) hours' time off will be scheduled following the night shift when changing schedules to the day shift.

For part-time nurses, the Employer will schedule at least thirty-six (36) hours' time off following the night shift when changing schedules to day shift, but will endeavour to schedule at least forty-eight (48) hours.

- iv) At least twelve (12) hours will be scheduled off between shifts.

- v) Not more than two (2) consecutive weeks will be scheduled on nights unless otherwise mutually agreed upon.

(b) Weekend Definition

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

(c) Weekend Work

A nurse will receive premium pay in accordance with Article 14 for all hours worked on a second and subsequent consecutive weekend, save and except where:

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

(d) Christmas Scheduling

If a full-time/regular part-time employee works at Christmas or New Year's she/he shall be scheduled at least six (6) consecutive days off over the holiday not worked. The Employer will attempt to schedule seven (7) consecutive days off. Employees must request either Christmas or New Year's time off, or submit a request for no change to their regular schedule by September 15th.

Christmas time off will include Christmas Eve Day, Christmas Day and Boxing Day until day shift December 27th, and New Year's time off will include New Year's Eve Day and New Year's Day and January 2nd. Unless otherwise requested by the employee and accommodated by the Employer, the Christmas and New Year's holidays will be scheduled alternately each year.

In the event that a nurse requests both Christmas and New Year's off work, the most senior nurse at each site shall be given the opportunity to take both these holidays.

The scheduling provisions set out herein are waived between December 15th and January 7th to provide for Christmas and New

Year's scheduling. The shift schedule shall be posted by November 1st.

- (e) Should the Employer breach the scheduling regulations in this Article, premium pay will be paid to the employee(s) for all hours worked on the shift involved as outlined in Article 14.

G-8

Reassignment

In accordance with the provisions set out in Article 10.07(g) and 10.08 (a), the parties agree that reassignment of a nurse from her/his home unit to an alternate MICs site (Anson General Hospital/South Centennial Manor, Bingham Memorial Hospital, Lady Minto Hospital) shall be permitted in accordance with the principles described herein:

- (a) Reassignment will occur bearing in mind that:
 - i) Patient care requirements are the first priority;
 - ii) The Employer will reassign, whenever possible, nurses who volunteer;
 - iii) The Employer will reassign staff nurses in the following sequence: on the basis of reverse seniority; regular part-time and/or full-time and providing the nurse has the ability to perform the available work; and
 - iv) The Employer will not normally reassign probationary nurses.
- (b) The reassigned nurses will be assigned to work with an experience RN on the receiving unit.
- (c) The experienced RN will familiarize the reassigned nurse to the general functioning of the unit.
- (d) The reassigned nurse will identify to the experienced nurse her/his skills, abilities, and limitations in relation to the duties of the receiving unit. The two (2) nurses will collaborate in providing patient care.

G-9

In the interest of safe, quality patient care, the Employer will ensure that staffing levels continue to comply with the LTC Homes Act 2007.

ARTICLE H - PAID HOLIDAYS

H-1 The designation of paid holidays under Article 15.01, in accordance with a calendar year (January to December) is as follows:

New Year's Day - Jan 1	Civic Holiday
Family Day – 3 rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day - Nov 11
Victoria Day	Christmas Day - Dec 25
Canada Day – July 1	Boxing Day - Dec 26

H-2 Where the full-time nurses on a department have a master schedule that includes a “murphy week”, the full-time nurse may take three (3) stat/lieu days at any time during the year at a mutually agreeable time provided the stat/lieu day has been earned in accordance with Article 15. For nurses on extended tours, 7.5 hours will be paid as lieu time, and the nurse will have the option of utilizing 3.75 hours of lieu/banked time. If no lieu/banked time is available then vacation will be allowed to be utilized.

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. If the lieu day is not taken remaining stats will be paid out at the end of the fiscal year.

H-3 Holiday pay shall be paid for each hour worked on the paid holiday.

H-4 The Employer will endeavour to arrange for paid holidays to be scheduled equitably among the employees regularly working on the same unit.

H-5 The Employer will endeavour, wherever possible, to ensure that regular part-time employees required to work a weekend shall also work the Statutory Holiday should the holiday fall immediately preceding or following the weekend, unless such scheduling would increase the normal staffing complement for the Unit.

ARTICLE I - VACATIONS

I-1 (a) The vacation entitlement shall be calculated according to the vacation year.

(b) The vacation year shall be April 1st to March 31st.

(c) Vacations will be scheduled as follows:

i) The Vacation Request Calendar will be posted at each of the four sites no later than January 15th. Nurses will submit their vacation requests for the period of April 1st to September 30th, no later than February 15th. Approved vacation

requests shall be posted, at each site, by March 15th. Other banked time cannot be requested on the Vacation Request Calendar.

- ii) The Vacation Request Calendar will be posted at each of the four sites no later than July 15th. Nurses will submit their vacation requests for the period of October 1st to March 31st no later than August 15th. Approved vacation requests shall be posted by September 15th. Other banked time cannot be requested on the vacation Request Calendar.
- (d) Employees shall indicate their upcoming vacation preferences as per i) and ii) above. Where a dispute arises between employees requesting the same vacation time and such request cannot be accommodated by the Employer, seniority shall apply. Approved vacation request lists will be posted based on consideration for both full and part-time employee request. Once approved vacation lists are posted, no employee shall be allowed to bump another employee from her/his approved vacation time. Vacation request after the deadline dates of i) and ii) above will be considered and then granted on a first-come first-serve basis, not on the basis of seniority. The Manager will respond in writing as soon as possible but no later than two weeks from the date of the request. The Manager will discuss any potential denied vacation requests with the nurse prior to the posting of the schedules.
- (e) Requests for vacation made other than by the Vacation Request Calendar shall be submitted in writing at least one (1) week in advance of the posting of the schedule during which the requested time occurs and no later than December 1st for all outstanding vacation entitlement. After December 1st all outstanding vacation entitlement will be scheduled by mutual agreement between the employee and their Manager.
- (f) Employees may request a maximum of three (3) consecutive weeks off during prime time, which is defined as time between the third (3rd) Monday in June and the second (2nd) Monday in September, to allow an equitable share of vacation during the prime time period.

I-2 Vacations will not be scheduled for the period from December 15 to January 7. The Employer will consider written requests to cover special circumstances.

I-3 Nurses may request vacation time off in single days or multiples thereof for a maximum of seventy-five (75) hours. Such days may be taken when practicable. Requests for full weeks of vacation will supersede the above. Full weeks of vacation are defined as seven (7) consecutive days off.

Requests for less than a full tour will be considered under extenuating circumstances, and will not be unreasonably denied.

- I-4 The Employer will grant vacation requests subject to the staffing requirements of the site.
- I-5 For vacations which begin on a Monday and operate on full week basis, the Employer shall schedule off one weekend either before or after such vacation and will endeavour to schedule both weekends off
- I-6 Vacation pay for part-time employees shall be calculated according to Article 16.01 and shall be paid in the last pay period of March each year and shall be paid on a separate cheque.

Notwithstanding the above, part-time employees will be provided annually the option to request their earned vacation be paid bi-weekly as an alternative to the above. The nurse must request this by March 1st each year and will be effective in April. All newly hired part-time employees will be presented with this option.

- I-7 An employee may be able to rescind her/his approved vacation request from the Employer, in extenuating circumstances so long as the vacation has not been allocated on the posted schedule. Requests will not be unreasonably denied.

Vacation time may also be carried over in extenuating circumstances, in consultation with the manager and with the approval of the Director of Human Resources.

- I-8 Following the posting of the schedule, should a part-time nurse request his/her vacation be cancelled and the request is approved, he/she will be entitled only to the call-in hours for the duration of that rotation.
- I-9 Once approved, vacation cannot be converted to other banked time.

ARTICLE J - PRE-PAID LEAVE PLAN

- J-1 One (1) employee from each site (Anson General Hospital/South Centennial Manor, Lady Minto Hospital, and Bingham Memorial Hospital) will be eligible to enrol in the prepaid leave plan each year. Maximum of one (1) full-time or part-time nurse absent per site (Anson General Hospital/South Centennial Manor, Lady Minto Hospital, Bingham Memorial Hospital) at any time.

ARTICLE K - JOB SHARING

- K-1
- (a) The introduction of job sharing arrangements in a Unit will be subject to mutual agreement between the Union and the Employer. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.
 - (b) Job sharing request with regards to full-time positions shall be considered on an individual basis.
 - (c) The employees involved in job sharing are entitled to all terms of the part-time Collective Agreement except those which are modified as follows:
 - i) Schedules will conform to the scheduling provisions of the Full-time Collective Agreement. 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) employees. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without agreement of Management.
 - (d) Each job sharer may exchange shifts with her/his partner, as well as with other employees 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 employee would be required to work.

K-2 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 Manager or delegate must be notified to book coverage. Job sharers are not required to cover their partner in the case of prolonged or extended absences, but it is hoped that they would be prepared to cover as much of the leave of absence possible.
- (b) Job Sharer Partner's 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 Management, but it is hoped that the remaining

member of the position would be prepared to cover the leave of absence as much as possible.

K-3 Implementation:

- (a) 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 Agreements.
- (b) 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.
- (c) If one of the job sharers takes a temporary position, her/his half of the job shared position will be filled in accordance with Article 10.07 (d).

K-4 Discontinuation:

- (a) 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.
- (b) Should the Employer discontinue a job sharing arrangement and one of the job sharers is the original owner of the full-time position, this nurse will have the option of reverting to her/his full-time status or remain regular part-time. The other job sharer will revert to regular part-time.
- (c) If one of the job-sharers leaves the arrangement, the vacant position will be posted unless the originator wishes to revert to her/his previous full-time position. If there is no successful applicant to the position, the shared position will revert to a full-time position.

ARTICLE L – WORKPLACE SAFETY AND INSURANCE BOARD/LTD

- L-1 (a) The Employer will notify as soon as possible the Bargaining Unit President or the site representative of the names of all employees who go off work due to a work related injury (whether or not the employees are in receipt of WSIB Benefits) and those on LTD.
- (b) 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

Employer will notify and meet with the Health and Safety representative of the Ontario Nurses' Association to discuss the circumstances surrounding the employee's return to suitable work.

- (c) The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board.

L-2

Modified Work/Return to Work Programs

The Employer 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:

- (a) 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.
- (b) A nurse participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.
- (c) 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.
- (d) 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 attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (e) 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 M – MISCELLANEOUS

M-1 Retiree Benefits – Process for Payment

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

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

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

M-2 Notification of Unsuccessful Job Candidate

The parties agree that any unsuccessful candidate for an ONA posting will be notified of the decision being made prior to the posting of the successful candidate.

M-3 Pay

The regular pay shall be bi-weekly by direct deposit. Pay stubs will be issued bi-weekly after payroll activation.

M-4 Standby – LADY MINTO ONLY

If bargaining unit members in the OR are required to be on standby, the Employer will provide a hospital pager, if requested, free of charge.

M-5 OR Scrubs/Gowns/Lab Coats

Bargaining unit members required to wear OR Scrubs/gowns/lab coats in the OR/Recovery rooms will continue to have them provided by the Employer free of charge.

M-6 Voluntary Part-time Benefits

The Employer agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time nurses who participate will assume the full 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.

Part-time nurses will be eligible for enrolment in benefit plans within thirty (30) days of hiring, status change and circumstance changes as per our benefit carrier agreements.

Enrolment for current part-time staff will occur within thirty (30) days of ratification of this agreement.

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

M-7 Identification of Bargaining Unit Sites areas of Work/Departments

The following are the areas/departments of work at each site of the bargaining unit:

- | | | | |
|-----|---------------------------|-----|------------------------------|
| (a) | Anson General Hospital | i) | Nursing Care Unit |
| | | ii) | South Centennial Manor (LTC) |
| (b) | Bingham Memorial Hospital | i) | Nursing Care Unit |
| | | ii) | Rosedale (LTC) |
| (c) | Lady Minto Hospital | i) | Nursing Care Unit |
| | | ii) | Villa Minto (LTC) |

M-8 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, where available, for the employees, at all sites.

ARTICLE N – VIOLENCE PREVENTION AND CONTROL

N-1 (a) Definition of Violence

Workplace violence means:

- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker
- An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker
- A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Workplace harassment means:

- Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

Workplace harassment may include bullying, intimidating or offensive jokes or innuendos, displaying or circulating offensive pictures or materials, or offensive or intimidating phone calls.

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

N-2 Violence Policies and Procedures

The Employer agrees to have in place 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 procedure 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 Joint Health and Safety Committee.

N-3 Notification to the Association and JHSC

The Employer will comply with the notification provisions contained within the Occupational Health and Safety Act. For critical injuries the Employer will notify the JHSC and the Union immediately, and in writing within 48 hours, and such notices will contain all of the information as prescribed in section 5 of the health care regulation.

N-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. The Employer will thoroughly investigate all acts and reports of potential/actual violence and the parties will forthwith take every precaution reasonable in the circumstances to prevent violence from occurring. The Employer will report to the JHSC information related to the investigation.

N-5 Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequately level of trained employees should be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with potentially violent situations.

N-6 Training

The Employer agrees to provide training, education, information, and instruction 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.

N-7 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 incidents.

N-8 Damage to Personal Property

The Employer will consider reimbursement for replacement 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, provided that such property is required for work purposes.

The employee shall present her or his claim to the Employer by way of a completed incident report immediately after the event, unless it was impossible for her or him to do so.

N-9 Advise Workers about a Person with a History of Violent Behaviours

The Employer and the Union recognize the Employer's obligation under section 25(2)(h) to take every precaution reasonable to protect workers and 32.0.5 (3) of the *OHSA* to provide information to a worker related to a risk of workplace violence from a person with a history of violent behaviour.

ARTICLE O – OR STANDBY (LADY MINTO)

- O-1 (a) A nurse scheduled for OR standby is expected to be within 30 minutes of the hospital to allow for timely response to a call back.
- (b) Mileage/transportation will be paid in accordance with the ONA Central Collective Agreement, Article 14.13.
- (c) A nurse who is called into work from standby, or works an extension of their shift to attend an OR call-back will be permitted to leave without loss of earnings, until he/she has eight (8) hours off (if on eight (8) hour shift) or twelve (12) hours off (if on twelve (12) hour shift) between the end of the overtime assignment (OR call-back) and the commencement of work on his/her regularly scheduled shift.

- (d) Standby will be distributed equally among nurses who normally perform the work.

DATED AT "Cochrane", ONTARIO THIS "15" DAY OF "March", 2022

FOR THE EMPLOYER

FOR THE UNION

"S. Lavoie-Girard"

"C. MacKillop"
Labour Relations Officer

"I. Boucher"

"J. Critchley-Pineo"

"J. Rickard"

"J. Brousseau"

LETTER OF UNDERSTANDING

Between:

MICs GROUP OF HEALTH SERVICES
(Hereinafter referred to as the "Employer")

And:

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

RE: Casual Part-time Registered Nurses between Community Facilities within MICs

The parties agree that regular part-time Registered Nurses may be orientated and trained to work at more than one MICs site. Nurses working at an alternate site will be considered casual part-time in that site.

The following considerations will apply to these positions:

- (a) Nurses will be orientated and trained accordingly to maintain competency for work at the alternate MICs site(s).
- (b) The nurse will make herself available to work on a casual basis at the alternate MICs site(s).
- (c) It is expected that the nurse will agree to be reassigned to work a tour at the alternate MICs site(s), when needed.
- (d) Article G-8(d) will not apply to these nurses.

DATED AT "Cochrane", ONTARIO THIS "15" DAY OF "March", 2022

FOR THE EMPLOYER

FOR THE UNION

"S. Lavoie-Girard"

"C. MacKillop"
Labour Relations Officer

"I. Boucher"

"J. Critchley-Pineo"

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"J. Brousseau"

LETTER OF UNDERSTANDING

BETWEEN:

MICs GROUP OF HEALTH SERVICES
(referred to as the "Employer")

AND:

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

RE: 2D 2N Schedule

It is understood that there shall be no additional cost factor to the Employer by implementing a 2D 2N rotation.

- a) When the Employer and the Union agree, the 2D 2N extended tour schedule shall be instituted when eighty percent (80%) of the employees at a particular nursing site have so indicated by secret ballot.
- b) The eighty percent (80%) figure above may be varied by mutual agreement between the parties.
- c) The Employer shall make space available to the Union in order to permit the Union to conduct the vote referred to in (a).
- d) At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
- e) A trial of the 2D 2N schedule shall run for any twenty-four (24) week period agreed to by the parties after which a further vote of the employees at each nursing site will be conducted. Where at least eighty percent (80%) of the employees at the site indicate a willingness to continue with the 2D 2N schedule, the arrangement will continue.
- f) The 2D 2N schedule may be discontinued at any site when:
 - i. Sixty percent (60%) of the employees in a unit so indicate by secret ballot;
or
 - ii. The Employer decides to do so because of:
 - A) adverse effects on patient care, or
 - B) inability to provide a workable staffing schedule, or

- C) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
- iii. When notice of discontinuance is given by either party in accordance with number (f) above, then:
 - A) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance; and
 - B) Where it is determined that the 2D 2N rotation will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;
- g) The scheduling provisions contained in Article G-7 are applicable save and except for the following:
 - i. Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent day until a day off is scheduled.
 - ii. Employees shall not be scheduled to work more than three weekends in a row. A weekend off shall consist of no less than 96 consecutive hours (note: the Friday night tour will not count as a weekend worked).
- h) An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
 - i. Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - ii. Such employee has requested weekend work; or
 - iii. Such weekend is worked as the result of an exchange of tours with other employees.
- i) All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year. In order to accommodate this, the following must occur:
 - i. The Employer shall distribute all statutory holidays in the schedule.
 - ii. To make up the additional hours required for full-time employees, employees may request to use vacation time instead of being scheduled. If the employee chooses to work the required hours, the following will apply:
 - A) Every quarter, employees will be required to submit their request for when their additional required tour (s) will be scheduled.

- B) The manager will make every reasonable attempt to schedule as requested, considering staffing and patient care needs.
 - C) If no request is made, the manager will schedule the additional tour (s) at his/her discretion provided this shift is not scheduled on a weekend off and is done in accordance with the scheduling regulations.
 - D) These additional tours will be scheduled during an employee's five (5) days off, and will be paid at the employee's straight time hourly rate of pay, regardless of any local or central provision that would provide for premium pay.
- j) This agreement will apply to full-time nurses at Anson General, /South Centennial Manor, Bingham Memorial and Lady Minto sites.

DATED AT "Cochrane", ONTARIO THIS "15" DAY OF "March", 2022

FOR THE EMPLOYER

FOR THE UNION

"S. Lavoie-Girard"

"C. MacKillop"
Labour Relations Officer

"I. Boucher"

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LETTER OF UNDERSTANDING

Between:

MICs GROUP OF HEALTH SERVICES
(Hereinafter referred to as the "Employer")

And:

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

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 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.
- (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.
- (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 provisions of the collective agreement.

DATED AT "Cochrane", ONTARIO THIS "15" DAY OF "March", 2022

FOR THE EMPLOYER

FOR THE UNION

"S. Lavoie-Girard"

"C. MacKillop"
Labour Relations Officer

"I. Boucher"

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LETTER OF UNDERSTANDING

Between:

MICs GROUP OF HEALTH SERVICES
(Hereinafter referred to as the "Employer")

And:

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

RE: Electronic Grievance and/or Professional Responsibility Workload Report Form –
Articles 7.09 and Article 8.01 (a) ix)

The Parties agree to the following:

- (a) The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement or Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement.
- (b) The parties agree that hard copies of the electronic form 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 version signed by the grievor and/or complainant and will provide the hospital with an original copy at the time of the grievance/complaint is heard.
- (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/or Professional Responsibility Workload proceed to mediation or Independent Assessment Committee hearing.

DATED AT "Cochrane", ONTARIO THIS "15" DAY OF "March", 2022

FOR THE EMPLOYER

FOR THE UNION

"S. Lavoie-Girard"

"C. MacKillop"
Labour Relations Officer

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LETTER OF UNDERSTANDING

Between:

MICs GROUP OF HEALTH SERVICES
(Hereinafter referred to as the "Employer")

And:

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

RE: Registered Nurse Professionalism in the Workplace

The parties acknowledge the significant role Registered 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 Nurses who are widely disbursed throughout the hospital.

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

All hospital identification tags will clearly identify the employee as Registered Nurse in a font that is clearly visible e.g. RN badge buddy, provided by ONA.

DATED AT "Cochrane", ONTARIO THIS "15" DAY OF "March", 2022

FOR THE EMPLOYER

FOR THE UNION

"S. Lavoie-Girard"

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