COLLECTIVE AGREEMENT

Between:

NORFOLK GENERAL HOSPITAL, ALLIED
(Hereinafter referred to as “the Hospital”)

And:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “the Union”)

Expiry date: March 31, 2023

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APPENDIX 3 – SALARY RATES

Registered Technologist (medical laboratory and medical radiology)

	April 1, 2021	April 1, 2022
Start	$31.24	$31.55
1 years	$31.67	$31.99
2 years	$31.78	$32.10
3 years	$33.09	$33.42
4 years	$34.41	$34.75
5 years	$35.72	$36.08
6 years	$37.05	$37.42
7 years	$38.38	$38.76
8 years	$39.76	$40.16
9 years	$41.90	$42.32
25 years	$42.65	$43.08

Technician (medical laboratory and medical radiology)

	April 1, 2021	April 1, 2022
Start	$29.11	$29.40
1 years	$29.17	$29.46
2 years	$29.68	$29.98
3 years	$30.22	$30.52
4 years	$31.86	$32.18
8 years	$31.92	$32.24
25 years	$32.48	$32.80

Senior Registered Technologist (medical laboratory and medical radiology)

	April 1, 2021	April 1, 2022
Start	$36.08	$36.44
1 years	$36.36	$36.72
2 years	$36.47	$36.83
3 years	$37.89	$38.27
4 years	$39.24	$39.63
5 years	$40.67	$41.08
6 years	$42.06	$42.48
7 years	$44.32	$44.76
8 years	$44.43	$44.87
25 years	$45.19	$45.64

The above salary grid applies to Ultrasound Technologists for all hours worked while performing Ultrasound responsibilities.

APPENDIX 4 – SUPERIOR CONDITIONS

Central Collective Agreement Reference	Superior provision
Article 14.13 ($8.00)	The transportation allowance shall be eight dollars
Article 14.06	Employees called back from standby shall only be required to work the amount of time necessary to complete the task associated with the call back and will not be required to remain and work the minimum four (4) hour period. The minimum guarantee will be applicable where an employee remains in the Hospital on standby. (F-1 vi) Based on the above, an employee who is called back from standby shall receive a minimum guarantee of four (4) hours pay at time and one-half (1 ½) her or his straight time hourly rate if she/he is called back once during the standby period. Should the employee be called back more than once then she/he shall receive a minimum guarantee of three (3) hours pay at time and one-half (1½) her or his regular straight time hourly rate for each call back. The minimum guarantee will be applicable where an employee remains in the Hospital on standby. (F-1 vi)
Article 14.07	Employees shall receive a minimum guarantee of two hours of standby pay whether or not the employee is actually called back to work.
Article 19.01	All regular part-time and casual part-time employees who are employed as at Oct 4th, 2002 will receive the percentage in lieu of fringe benefits of 14% or if they are members of the Pension Plan then the percentage in lieu of fringe benefits is 12 % Regular part-time and casual part-time employees hired after the date of ratification shall receive the percentage in lieu of fringe benefits in accordance with Article 19.01 of the Central Agreement.

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Union as the exclusive bargaining agent for all medical laboratory technologists and technicians and medical radiology technologists employed by Norfolk General Hospital in Simcoe, Ontario save and except supervisors and those above the rank of supervisor, clerical staff ,members of the medical profession, students and any persons covered by a subsisting Collective Agreement.

A-2 As used herein, the term "Hospital" shall be deemed to mean the Norfolk General Hospital and the Norfolk Hospital Nursing Home.

A-3 Wherever the word "Supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Union acknowledges that except as expressly modified by any other Articles of this Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and without limiting or restricting that function

(a) to maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;

(b) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees and to assign employees to tours and to increase and decrease working forces provided that a claim of discriminatory classification, promotion, transfer, demotion, or a claim by an employee that she has been disciplined, suspended or discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided;

(c) to determine the services to be rendered, the methods, the work procedures, the types and locations of machines, tools, instruments and equipment to be used, to select, control and direct the use of all materials required in the operation of the Hospital, to schedule the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment and services may be deemed necessary in the interest of safety and the well being of the Hospital, patients and the public.

(d) It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

B-2 The Hospital shall further have the right to make and enforce reasonable rules and regulations applicable to employees in connection with their work. Such rules shall not be inconsistent with the terms of this Agreement. Written rules established by the Hospital which apply to employees will be posted on bulletin boards.

ARTICLE C - REPRESENTATION AND COMMITTEES

It is understood that the Committees and number of employees elected are representative of both the full-time and part-time bargaining units in total.

C-1 Hospital-Association Committee

There shall be a Hospital-Association Committee as provided for in Article 6.03 composed of two (2) employees appointed to act on behalf of the Union. The number of Union representatives may be increased by mutual agreement. It is understood that the number of Union representatives and Hospital representatives shall be equal. Where an individual employee or employees from a unit wish to raise issues of concern then the Union will inform the Hospital of the employees who will attend the Hospital-Association Committee meeting. It is understood that concerns will be brought to the Supervisor in writing for discussion prior to the matter being raised at a Hospital-Association meeting.

In reference to Article 6.03 (e), the Bargaining Unit will notify the Hospital in advance of each meeting which two (2) Committee representatives will be paid per meeting.

C-2 Grievance Committee

There shall be a Grievance Committee as provided for in Article 6.02 comprised of not more than two (2) employee representatives or officers of the Association.

C-3 Negotiating Committee

There shall be a Negotiating Committee as provided for in Article 6.04 comprised of not more than four (4) Association members one of whom shall be the President of the Bargaining Unit.

C-4 Professional Development

There shall be a Professional Development Committee, as provided for in Article 9, comprised of two (2) representatives of the Union and up to two (2) representatives of the Hospital.

C-5 The Association representatives on the above committees shall be equal for the two departments (Laboratory and Diagnostic Imaging).

C-6 The Union shall inform the Hospital of the names of the employee representatives and the areas which they represent and any changes to the representatives as they occur.

In electing employee representatives the Union will consider the areas to be represented such that the representatives will cover the areas in which they work and all areas will have a representative.

It is understood, however, that a representative may cover more than one area.

C-7 Employee representatives, committee members, and Union officers will be responsible for supplying their Supervisors with information as to time off as required by the terms of this Agreement.

C-8 Certified Worker

The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act. At the Employer's expense, the Employer will provide certification training under the Occupational Health and Safety Act for one (1) ONA member of the Joint Health and Safety Committee.

C-9 Association Interview

The interview of newly-hired employees as provided for in Article 5.06 shall take place at a date and time to be mutually agreed upon between the Hospital and the Bargaining Unit.

C-10 The Employer will pay the Bargaining Unit President at her/his regular straight time hourly rate for all time spent attending prescheduled meetings with the Employer outside her/his regular scheduled working hours.

C-11 Effective March 22, 2012, the Bargaining Unit President shall have at least one day (7.5 hours per month) as leave to conduct Union business. The Employer shall pay for 4.0 hours pay per month for such leave.

ARTICLE D - SENIORITY

D-1 The seniority lists for employees as provided for in Article 10.02 shall be posted by the Hospital during January and July of each year.

ARTICLE E - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

E-1 Leave of absence for Union business as provided for in Article 11.02 will be granted pursuant to the following provisions:

(a) Adequate notice of at least seven (7) days is given to the Hospital. Where it is not possible for the Union to give seven (7) days notice, excluding weekends, such request shall not be unreasonably denied.

(b) That not more than two (2) employees at any one (1) time and not more than one (1) employee from each department.

(c) That the total number of days in any one (1) calendar year for such leave for all employees not exceed twenty (20) days.

(d) All requests for leaves of absence must be in writing and submitted to the Human Resources Department.

E-2 Local Coordinator Leave

The Hospital agrees to grant leave of absence, without pay, to employees elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position. Such leave of absence shall not exceed twenty (20) days in any one (1) calendar year.

ARTICLE F – STANDBY DUTY

F-1 (a) Standby assignments shall be posted at the same time as schedules are posted as in Article (G-1).

(b) Standby will not be scheduled on a night prior to a scheduled day shift unless otherwise agreed by the employee.

(c) Standby will not be scheduled on a day off or a scheduled weekend off except in areas that do not work weekends, unless otherwise agreed by the employee.

(d) Where an employee is scheduled for standby for any hours on a weekend this shall be considered a weekend worked.

(e) Employees may exchange standby assignments. Where two employees agree to exchange standby assignments, such agreement shall be in writing. Such requests shall not be unreasonably denied.

(f) The Hospital will provide a room with a bed for employees who are scheduled for standby and are called back to the Hospital so that the employee may rest or be able to sleep.

(g) The current practice of employees being scheduled for standby on Paid Holidays will continue as follows:

The Diagnostic Imaging Technologist who would otherwise be scheduled to work the evening shift on the Paid Holiday will be scheduled on-call for the twenty-four (24) hour period commencing at 0800 on the day of the Paid Holiday.

The Diagnostic Imaging Technologist may share all or part of the on-call period with other qualified staff in the department. This will not apply on Christmas Day, Boxing Day or New Years Day when on-call will be provided by asking for volunteers.

(h) Medical Laboratory Technologists, full-time and regular part-time, will be scheduled for a minimum of one (1) night tour of standby per week, except if the employee is off on an authorized week of vacation. The Employer will make reasonable efforts to avoid scheduling consecutive night tours of standby for Medical Laboratory Technologists.

ARTICLE G - HOURS OF WORK

G-1 Shift schedules shall be posted six (6) weeks in advance and shall cover a six (6) week period, except as needed to accommodate the summer schedule.

G-2 An employee shall be scheduled off for a minimum of two (2) consecutive days in each two (2) week period plus one day, unless otherwise agreed by the employee.

G-3 Employees may request changes to the schedule up to the sixth week prior to the effective date of the schedule. Such requests shall not be unreasonably denied.

G-4 Full time employees shall be scheduled to work the tours specific to their unit. Extension of hours for night tours will be referred to the Scheduling Committee.

G-5 Request for specific days off which are submitted in writing to the appropriate Supervisor will not be unreasonably denied.

G-6 In the Laboratory, all regular part-time employees shall be scheduled up to three (3) shifts per week prior to utilizing casual employees.

Where regular part-time employees have been given the opportunity to work up to three (3) shifts per week, then any additional shifts will be offered on an equitable basis to regular part-time employees who have indicated their availability for additional shifts. Shifts that become available after the posted shift schedule as in G-1 will be offered in the following manner:

(a) MLT shifts on a rotational basis to qualified part-time MLT employees

(b) LTA shifts on a rotational basis to qualified part-time LTA employees

i) Where no part-time LTA employee is available to work, then the shifts will be offered on a rotational basis to qualified casual part-time LTA employees

The parties are agreed that the term “will be offered”, as used in this provision, does not compel the employer to offer a shift that it does not need filled.

G-7 In Diagnostic Imaging, all regular part-time employees will be scheduled or offered any shifts with an equitable distribution of shifts to regular part-time per pay period.

Where no regular part-time employee is available to work, then the shifts may be offered to casual part-time employees on a rotational basis and in an equitable manner.

G-8 Where part-time employees are scheduled to work less than a normal tour (7.5 hours), Article G applies in its entirety except as amended by the following:

(a) The Hospital will endeavour to keep the number of hours comprised of less than seven and one-half (7.5) hours to a reasonable level.

(b) No part-time employee shall be scheduled solely on tours which are comprised of less than seven and one-half (7.5) hours in any pay period except where such arrangements are requested by the employee.

(c) Where tours of less than seven and one-half (7.5) hours are scheduled, all available tours of less than seven and one-half (7.5) hours will be divided equally amongst the part-time employees.

(d) The Hospital agrees to meet with the Union to discuss the need to implement the scheduling of tours of less than seven and one-half (7.5) hours in areas not currently utilizing them.

G-9 Where two (2) employees agree to exchange tours, such arrangement shall be made in writing and shall not result in overtime payment. Full-time employees shall only exchange tours of equal number of hours. Such requests shall not be unreasonably denied.

G-10 Twelve Hour Schedules (Full-time only)

(a) For schedules of the normal daily tour seven and one-half (7 ½) hours, there will be at least fifteen (15) hours off between tours of duty. Should an employee work with less than fifteen (15) consecutive hours off, the employee shall be paid in accordance with Article 14.03 for all hours worked on the next tour worked.

(b) There will be at least twelve (12) consecutive hours off between hours of duty.

A change to the day tour following the night tour requires at least forty-eight (48) consecutive hours between such changes.

Should an employee work with less than twelve (12) consecutive hours off or forty-eight (48) consecutive hours off following the night tour as above, the employee shall be paid in accordance with Article 14.03 for all hours worked on the next tour worked.

G-11 Split tours will not be scheduled.

G-12 The Hospital shall schedule:

i) Diagnostic Imaging Technologists at least two (2) weekends off in three (3).

ii) Laboratory Technologists and Technicians every other weekend off.

G-13 A weekend will be defined as commencing at 0700 hours on Saturday to 0700 hours on Monday for employees working in the Laboratory and commencing at 0800 hours on Saturday to 0800 hours on Monday for employees working in Diagnostic Imaging. Where an employee works any

time during these designated hours, this shall be considered a weekend worked.

G-14 Should an employee be scheduled to work more than one (1) weekend in three (3) as in G-12 i) above or a second and subsequent weekend as in G-12 ii) above then she/he shall be paid in accordance with Article 14.03 for all hours worked.

G-15 An employee will not receive premium payment referred to in G-14 above where:

(a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or

(b) such employee has requested weekend work in writing with a copy to the Union; or

(c) such weekend is worked as the result of an exchange of shifts with another employee.

G-16 (a) Full-time and part-time employees working in the Laboratory shall not be scheduled to work more than five (5) consecutive tours of work without days off.

Should an employee, working in the Laboratory, be scheduled to work in excess of five (5) consecutive tours, she/he shall be paid in accordance with Article 14.03 for those tours in excess of five (5) consecutive tours.

(b) Full-time and part-time employees working in Diagnostic Imaging shall not be scheduled to work more than seven (7) consecutive tours of work without days off.

Should an employee, working in Diagnostic Imaging, be scheduled to work in excess of seven (7) consecutive tours, she/he shall be paid in accordance with Article 14.03 for those tours in excess of seven (7) consecutive tours.

G-17 (a) The normal daily extended tour shall be introduced into any unit with mutual agreement between the Hospital and the Union when:

i) At least sixty percent (60%) of employees normally scheduled to work in that department so indicate by secret ballot.

ii) The Hospital agrees to implement the normal daily extended tour, such agreement shall not be withheld in an unreasonable or arbitrary manner.

(b) The normal daily extended tour shall be discontinued on any unit when:

i) at least sixty percent (60%) of the employees normally scheduled to work on the unit so indicate by secret ballot.

ii) The Hospital notifies the Union of its intention to discontinue the normal daily extended tour.

(c) Where either party gives notice to the other of its intention to discontinue the normal daily extended tour, the parties shall meet within two (2) weeks to review and discuss the matter and attempt to resolve the concerns.

(d) Where it is determined that the normal daily extended tour will be discontinued, at least twelve (12) weeks notice shall be given to the other party, and to affected employees where applicable.

G-18 The following will apply for scheduling in the Laboratory:

(a) Employees will work either Christmas or New Years on alternate years. Christmas shall be considered to commence at 1900 hours on December 24th until 0700 hours on December 27th. New Years shall be defined as commencing at 1900 hours on December 31st until 0700 hours on January 2nd. Part-time employees will be available to work two (2) consecutive days or nights on either Christmas or New Years on alternate years and if necessary, alternate shifts on alternate years.

Employees will indicate on a list provided by the Hospital their preference for Christmas or New Years time off by September 1st. In the event of conflict of preferences indicated by the employees, the conflict will be resolved on the basis of applying:

i) alternating time off at Christmas and New Years yearly, and,

ii) seniority where i) does not resolve the conflict.

(b) Staff may request vacation time over this period. The Supervisor will consider vacation requests. Vacation requests are subject to the approval of the Supervisor.

(c) All Paid Holidays as referenced in Article I (except Christmas and New Years) will be divided equitably between all FT and PT staff and will not be scheduled in a manner that will alter the Master Rotation.

G-19 Employees when scheduled for standby on Paid Holidays shall be as follows:

The Diagnostic Imaging Technologist who would otherwise be scheduled to work the evening shift on the Paid Holiday will be scheduled on-call for the twenty-four (24) hour period commencing at 0800 on the day of the Paid Holiday.

The Diagnostic Imaging Technologist may share all or part of the on-call period with other qualified staff in the department. This will not apply on Christmas Day, Boxing Day or New Years Day when on-call will be provided by asking for volunteers.

G-20 Full-time and part-time employees who accumulate lieu time as provided in Article 14.09 shall take such lieu time by March 31st at a time mutually agreeable to the employee and the Supervisor.

Lieu time taken must be equal to or greater than one-half (½) hour.

Lieu time not taken by March 31 shall be paid out in the pay period following March 31.

G-21 An employee who is on scheduled days off, paid holidays, shall not be called to work until all regular and casual part-time employees who are available have been called.

G-22 An employee who consents to come into work while on scheduled vacation shall be paid in accordance to Article 14.03 for all hours worked while on scheduled vacation and their vacation bank shall be corrected.

G-23 <u>Shift Premium</u>

In reference to Article 14.10, an evening shift shall be all hours worked between 1500 and 2300 hours for the Laboratory and between 1600 and 2400 hours for Diagnostic Imaging.

G-24 In accordance with Article 13.01 (b) and (d), the current practice for documenting missed breaks and meal periods will continue and shall be understood as the notification to the supervisor. (ONLY DURING SHIFTS WHERE THE SUPERVISOR IS NOT SCHEDULED TO WORK.)

G-25 Ultrasound Technologists may be scheduled on standby prior to or following their day shift tour.

G-26 2 Day/2 Night/5 Off Schedule

1. The Parties agree that those in a unit/wards wishing to initiate the 2 day/2 night/5 Days off schedule (2D2N), will have these new rotations created and posted no later than six weeks prior to implementation with the express understanding that the new rotations(s) is/are being trialed for a six (6) month period. A vote for all full-time employees in the affected unit/classifications wishing to initiate the trial for the 2D2N schedule will be held when mutually agreed upon, in accordance with paragraphs 2 – 7 below.

2. A secret ballot vote will be jointly conducted by the Hospital and the Union to determine the wishes of the staff in the unit/classification. If eight percent (80%) or more of the votes cast are in favour of implementing a 2D2N schedule, such schedule shall be implemented on the unit/classification for a six (6) month trial period. For a vote to be valid, a minimum of 60% of eligible staff must vote.

3. It is understood that the implementation of a 2D2N schedule may not require all employees in the unit/classification to work that schedule, but nonetheless all employees assigned to the unit/classification may be affected by the schedule and therefore are eligible to vote

4. Prior to conducting a vote, staff shall be provided with a copy of the proposed schedule for review.

5. Prior to the end of the six (6) month trial period, the Hospital and the Union shall meet to review the trial arrangement. Should both parties agree, the 2D2N schedule will be continued.

6. Employees will be selected for participation in the 2D2N schedule based on seniority. Participation in the trial is strictly voluntary. However once a decision is made to take part in the trial, the employee remains committed to the trial for its duration unless suitable arrangements can be agreed upon by the Union and the Employer.

7. If the 2D2N schedule becomes permanent, proposed changes to the schedule including the number of participants will be at the Hospital Association Committee.

8. Full-time employees will be scheduled nineteen hundred and fifty (1950) hours per calendar year to fulfill their obligation to the Hospital.

9. Job Sharer positions will not be entitled to work the 2D2N schedule.

10. Employees must make themselves available to work their required additional shift(s) on all shifts. The scheduling of the required additional shifts will be scheduled prior to the scheduling of regular part-time employees.

11. Full-time employees working the 2D2N schedule shall be scheduled for additional tours necessary to satisfy the 1950 paid hours per year requirement in any calendar year. These additional shifts will be mutually scheduled by the Hospital and employee during the employees otherwise regularly scheduled five (5) days off and equitably distributed throughout the calendar year as possible, and will be paid for hours worked at the employee's straight time hourly rate of pay. The parties will make all efforts to not schedule these required additional shifts in a manner which results in the employee working 5 consecutive tours. Any additional shifts that have not been scheduled by September 1st will be scheduled by the Hospital.

12. Employees will not be required to work more than four (4) shifts in a row. The four (4) consecutive shifts will consist of two (2) eleven and one-quarter (11.25) hour days immediately followed by two (2) eleven and one-quarter (11.25) hour nights followed by five (5) consecutive days off. Premium will be paid, as per Article 14, for a fifth (5th) tour and subsequent tours save and except where:

    i) The fifth (5th) tour is worked to satisfy specific requested days off requested by the employee; or

    ii) The fifth (5th) tour is the result of an exchange with another employee; or

    iii) The fifth (5th) tour is a required additional shift to maintain full-time hours subject to paragraph 11 above.

13. Employees will not be required to work more than three (3) consecutive weekends. If an employee works a fourth (4th) and subsequent weekend, the employee will be paid premium as per the Collective Agreement, save and except where:

    i) The weekend has been worked by the employee to satisfy specific days off requested by such employee; or

    ii) The weekend is worked as a result of an exchange of tours with another employee; or

    iii) The employee worked the weekend shift to maintain full-time hours and to work their required additional shifts, subject to paragraph 11 above.

For the purposes of this paragraph, a weekend shall be defined as per Article G-13.

14. Vacation time will be requested as per the Collective Agreement.

15. Employees will be granted either the Christmas or New Years period off on a rotating basis as per the Collective Agreement.

16. All other provisions of the Collective Agreement shall apply.

17. These provisions will apply for the period of time that a regular part-time or casual employee works a full-time line on the 2D2N schedule one complete pay period or more.

18. The 2D2N schedule shall be discontinued in any unit/classification when the affected employees make a request in writing to the Manager, and send copies to the Union, that a vote is taken to discontinue the 2D2N schedule. The written request must be signed by fifty percent (50%) plus one, of the affected employees working in the classification.

19. The 2D2N schedule will be discontinued in a unit/classification if sixty-five percent (65%) of the staff so indicate by secret ballot.

20. The 2D2N schedule will be discontinued in a unit/classification if the Hospital decides to do so because of adverse effects on patient care and/or inability to provide a workable staffing schedule and/or where the Hospital 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.

21. Where notice of intention to discontinue in accordance with paragraphs 18, 19, 20 above is given by either party, then:

    i) The parties shall meet within three (3) weeks of the notice to review the request for discontinuance; and

    ii) Where it is determined that the extended tours will be discontinued, affected staff shall be given sixty (60) days notice before the schedules are so amended.

ARTICLE H – VACATIONS

H-1 Full-time and part-time employees may request vacation in accordance with their vacation entitlement.

H-2 Vacation entitlement shall be measured as of July 1st of each year. Vacations may not be accumulated from one year to the next.

H-3 All full-time and regular part-time employees' vacation requests for the vacation year (July 1st to June 30th of the following year) shall be submitted in writing by April 1st of each year. The approved vacation, granted on the basis of seniority will be posted by May 1st for both full-time and regular part-time employees except for the Christmas and New Years schedules which will be posted no later than September 30th.

H-4 Any vacation requests submitted after the May 1st posting, for the vacation year as above, must be in writing and shall be granted on a first come basis and shall be confirmed as soon as practicable.

H-5 Employees may take a maximum of two (2) weeks of their vacation entitlement off during the summer months (June 15th to Sept 15th). Once all employees who have requested vacation have had their two week vacation maximum approved, then additional vacation requests for this period may be approved and such requests will not be unreasonably denied.

H-6 Employees shall be entitled to receive their vacation in an unbroken period unless otherwise agreed between the employee and the Supervisor.

H-7 Single vacation days may be approved on a first come basis, subject to staff availability and shall not take precedence over requests for a week(s) of vacation.

H-8 In the Laboratory, any single weekend (Saturday and Sunday) request for vacation shall be submitted and may be granted provided replacement staff is available.

H-9 Effective July 1st, 2003 vacation pay will be paid to part-time employees on each pay. The employee will inform the employer of the appropriate account for deposit of vacation pay.

ARTICLE I - PAID HOLIDAYS

I-1 The following Paid Holidays will be recognized by the Hospital:

New Years Day
Family Day (3rd Monday in February)
Good Friday
Easter Monday
Victoria Day
Canada Day - July 1
Civic Holiday
Labour Day
Thanksgiving Day
Employee's Birthday
Christmas Day
Boxing Day

Full Time Only

I-2 Lieu days as provided for in Article 15.05 shall be taken within fifty (50) days prior to or fifty (50) days after the paid holiday, on a day to be mutually agreed between the employee and the Supervisor.

I-3 Where a full-time employee has requested a lieu day for a holiday and a part-time employee has been scheduled to work to cover that shift then any change to that scheduled day shall only be by mutual agreement between the employees and the Supervisor. Failing mutual agreement the Supervisor will make the decision.

I-4 Employees in Diagnostic Imaging will not be scheduled to work on Paid Holidays.

Extension of scheduled work to include paid holidays will be referred to the Scheduling Committee.

ARTICLE J - GENERAL

J-1 Where any provision of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated, but is to be deemed to be amended so as to make the provisions of this Agreement conform to the law.

J-2 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Director, Human Resources of the Hospital and the President of the Association as well as a copy being sent to the Labour Relations Officer of the Ontario Nurses' Association. It is recognized that the Labour Relations Officer is the signing authority on any and all documents related to bargaining unit matters.

J-3 The Hospital shall provide two bulletin boards, one in each department (Laboratory and Diagnostic Imaging) for the purpose of posting Union notices.

J-4 The Hospital will provide pays by direct deposit on a bi-weekly basis into the employee's account. Pay statements will be emailed on the Wednesday prior to the regular Thursday payday.

J-5 The Hospital shall provide, maintain and launder free of charge an adequate supply of lab coats, OR greens or other protective clothing that it requires employees to wear. Such clothing is to be worn only at the Hospital and shall remain the property of the Hospital.

J-6 In accordance with Article 10.07 (d), the parties agree that full-time employees may be considered for temporary full-time vacancies on the same basis as regular part-time employees. The successful candidate(s) may not apply for any further temporary vacancies until their current temporary assignment has ended.

J-7 Notification to Unsuccessful Job Applicants

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

J-8 Retiree Benefits – Process for Payment

Any bargaining unit employee 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 preauthorised withdrawal process or other mutually agreed payment process.

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

ARTICLE K - PREPAID LEAVE

K-1 In accordance with Article 11.11 the number of employees who may be absent at any one time shall be two (2) full-time employees and two (2) part-time employees.

It is understood that only one full-time and one part-time employee may be absent from any one department.

ARTICLE L - AVAILABILITY OF PART-TIME EMPLOYEES

L-1 Employees employed on a regular part-time basis will be available to work as follows:

(1) At least forty-four (44) weeks of the year, including the period over Christmas and/or New Years per G-18 and six (6) weeks during the Summer Time Block.

(2) Every other weekend. (Laboratory Staff)
One (1) weekend in three (3) (Diagnostic Imaging Staff)

(3) Part time employees shall be available to work the tours specific to their unit.

(4) At least five (5) Paid Holidays per year other than Christmas or New Years.

(5) A casual part-time employee is not required to make a commitment of availability but rather is an employee who is called in to work on an ad hoc occasional basis.

ARTICLE M - WORKERS' COMPENSATION AND/OR MODIFIED WORK

M-1 The Hospital will notify the Bargaining Unit President of the names of all bargaining unit employees who go off work due to a work related injury or when an employee goes on L.T.D.

M-2 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will contact, and if requested meet with, a Staff Representative of the Ontario Nurses Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

M-3 The Hospital agrees to provide the employee and the Union with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

M-4 At the request of the employee, or at the request of the Union on behalf of the employee, the employer will provide a list of job duties for the return-to-work position.

ARTICLE N - JOB SHARING

The parties mutually agree to implement job sharing. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

The parties agree to the following terms and conditions and scheduling for Job Sharing.

Each department is limited to one job share arrangement unless otherwise agreed between the parties. Where the parties have agreed to a job share arrangement, a notice will be posted for a two week period to allow any employee the opportunity to submit a request for a job share position. Following the two week period, should more than one request be received then seniority shall be the deciding factor.

N-1 All such positions shall be considered full-time.

N-2 Job share requests with regard to full-time positions shall be on an individual basis, subject to the above.

N-3 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) employees. Where there is a conflict, the Supervisor will be consulted.

N-4 The above schedules shall conform with the scheduling provisions applicable to full-time employees.

N-5 Job Sharers shall be treated as regular part-time employees for all purposes with the exception of Article L. Job sharers may be called for additional shifts which become available on their unit only after all regular part-time employees on the unit have been offered the work.

N-6 Each job sharer may exchange shifts with her partner, if her partner is unable to exchange she may exchange with other employees as provided by the Collective Agreement.

N-7 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.

N-8 It is expected that both job sharers will be prepared to cover each others vacation, however, if the job sharers do not cover each other for vacation then they will be part of the vacation quota and approval of their vacation request will be subject to availability of part-time coverage.

N-9 Job sharers will endeavour to cover leaves of absence including sick leave of their partner. If the partner is unable to cover the entire leave she must inform her Supervisor. For those shifts which the partner is unable to cover the Hospital will provide the necessary coverage.

N-10 <u>Implementation</u>

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.

N-11 An incumbent full-time employee wishing to share her position may request, in writing, that the Employer create a job sharing position. If the Employer and the Union agree to establish a job share position then a notice will be posted indicating that an employee has made such a request and providing a two week period for any other employee to also make such a request. Where more than one request is received then seniority shall be the

deciding factor, and only the other half of the job share position will be posted and selection will be made on the criteria set out in the Collective Agreement.

N-12 If one of the job sharers leaves the arrangement, her 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 job sharer will be offered the position on a full-time basis, should she decline, then she shall exercise her seniority rights under the Collective Agreement. The full-time position will then be posted in accordance with the Collective Agreement.

N-13 Either party may terminate the job sharing arrangement on giving eight (8) weeks notice to the other, in writing, of their desire to terminate. A meeting will be held within two (2) weeks of notice to discuss reasons and implementation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE O – EMPLOYEE ASSAULT

O-1 Violence In The Workplace

Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her 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 employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

The Hospital shall continue to ensure that the Violence in the Workplace Policies are maintained in consultation with the Joint Health and Safety Committee (JHSC). The Employer will provide training, information and written copies if requested, to all new employees during their orientation.

The Hospital will inform the JHSC in writing, of all incidents related to violence within four (4) days.

For critical injuries the hospital will notify a JHSC representative and the Union immediately. The Ministry will be notified in writing, with a copy to the union within forty eight hours. Such notices will contain all the information as prescribed in section 5 of the health care regulation.

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

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

O-2 Musculoskeletal Injury Prevention And Control

1. The Hospital shall maintain musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees. Provision for annual (and more frequently as necessary) review and revision will continue to be conducted through the Joint Occupational Health and Safety Committee.

2. The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment during new employee orientation and thereafter as required.

O-3 Needlestick And Sharps Injuries

The Hospital, in consultation with the Joint Health and Safety Committee, shall continue to implement and monitor a program for the prevention of needlestick and sharps injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needlestick and sharps injury prevention, and provide for the maintenance of a needlestick/sharps injuries incident report to detail incidents. The Joint Health and Safety Committee shall evaluate the program annually.

O-4 Early and Safe Return To Work

The Employer and the Union are committed to a consistent, fair approach to meeting the needs of disabled employees, to restoring them to work which is meaningful for them and valuable to the Employer, and to meeting the parties' responsibilities under the law.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of disabled employees. The Employer and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process. The Employer and the Union agree that all participants will use electronic communication and other communication processes where possible to expedite communication.

(a) A joint Return to Work Committee (RTWC) comprised of: Occupational Health Coordinator, Bargaining Unit President or designate, the employee and the employee's Supervisor. The Occupational Health Coordinator will be recognized as the RTWC Chair. The Committee will meet quarterly or as necessary. The

Employer will pay the Bargaining Unit President or designate, at her regular straight time hourly rate, for all time spent in return to work meetings outside of her regular scheduled working hours. Such hours are invisible for the purposes of determining premium.

(b) The Employer will provide an updated list of information to the RTWC before each meeting including the following:

i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits.

ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including the last day worked.

iii) Employees who have been absent from work because of disability for more than twenty-four (24) months.

iv) Employees who are currently on a temporary modified work program.

v) Employees who are currently permanently accommodated in the workplace.

vi) Employees who require temporary modified work.

vii) Employees who require permanent accommodation in the workplace.

(c) A disabled employee who has obtained medical clearance from her treating physician to return to work will provide the Occupational Health Services with this verification of her ability to return to work including information regarding any restrictions. The employee will advise her Supervisor or Occupational Health Services that she wishes to return to work. The Occupational Health Services will advise the Supervisor when she is cleared to return to work. It is understood that the Employee Health Physician is not the treating physician for the disabled employee.

(d) When a returning employee is in need of modified work or a permanent accommodation, the Employer will notify the RTWC and will provide to them the information obtained under (c) above.

(e) As soon as practicable, the Committee will meet with the affected employee, the Manager and Occupational Health Services to create and recommend a return to work plan. In some cases, if the RTWC can not meet in a timely manner, the Chair, in consultation with the

employee, will initiate a return to work prior to the RTWC meeting. The RTWC will review plan at the soonest possible time.

(f) In creating a return to work plan, Occupational Health Services will take a lead role in making recommendations to the Committee and the Supervisor, which will examine the disabled employee's abilities and accommodation needs to determine if the employee can return to her:

i) original position;

ii) original unit;

iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement;

iv) alternate positions outside the original unit.

(g) In creating a return to work plan, the Committee, the Supervisor and Occupational Health Services, in consultation with Human Resources will consider the employee's abilities and accommodation needs, if she is unable to return to work in accordance with Article (f) above, they will identify any positions in the organization in which the worker may be accommodated.

(h) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such an employee will remain on the list of employees requiring permanent accommodation provided under Article (b) vii) above. Once an employee has been offered appropriate permanent accommodation, she will be removed from the list of employees requiring permanent accommodation. The Employer will advise the Union of offers of permanent accommodation.

(i) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular reason or arrangement. In such cases, the parties agree that in complying with Articles (f), (g) and (h) above, they must first consider the skills, ability and experiences of the employees. They may then balance additional factors including but not restricted to:

i) ability to acquire skills;

ii) seniority;

iii) path of least disruption in the workplace.

(j) When more than one (1) employee is deemed by the Committee to be suitable for a particular position or arrangement, and the factors set out in Article (i) are relatively equal, seniority shall govern.

(k) The Committee will monitor the status of accommodated employees and the status of employees awaiting accommodation.

(l) The Committee will develop and recommend strategies for:

i) safely integrating accommodated employees back into the workplace;

ii) educating employee about the legal, personal, organizational aspects of returning disabled workers to work.

(m) Alternative Placements

i) Before posting, the Occupational Health Services and Human Resources will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to her home unit in accordance with Article (f).

ii) If a vacancy is identified as suitable for accommodation purposes, Occupational Health Services and Human Resources may recommend holding the posting in consultation with the Committee to determine:

1) whether the unit, after considering all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of employees working in the unit, alternative resources, can reasonably accommodate an employee.

2) whether the posting of the position under the Collective Agreement between the parties may be waived.

3) whether a position outside the bargaining unit may be an appropriate position for accommodating an employee.

(n) When the parties agree to a permanent accommodation, whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.

(o) In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps.

i) The parties may agree to a written agreement for temporary accommodations of extended duration.

ii) The home position of an employee requiring permanent accommodation may be posted under the following circumstances:

1) The employee is permanently accommodated in another position or arrangement.

2) The weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future.

3) The Employer may elect to fill the disabled employee's home position by posting a temporary or permanent vacancy.

4) In so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement.

5) 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.

6) If and when it is confirmed that the disabled employee cannot return to her original position, the position will then be posted as a permanent vacancy.

7) Filling of a disabled employee's home position does not remove the Employer's duty to accommodate that worker.

ARTICLE P – ELECTRONIC GRIEVANCE FORMS

P-1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).

P-2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.

P-3 Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.

P-4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.

P-5 The Union will get a copy of the electronic version signed by the grievor (not subject to the time limits defined in Article 7).

P-6 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.

Dated at London, Ontario, this 27th day of October, 2021.

FOR THE EMPLOYER	FOR THE UNION
Sarah-Jane Irvine	Philip Sarides Labour Relations Officer
	Brayden Redgers

LETTER OF UNDERSTANDING

Between:

NORFOLK GENERAL HOSPITAL, ALLIED
(Hereinafter referred to as "the Hospital")

And:

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

RE: Scheduling Committee

The parties have agreed to form a scheduling committee consisting of two Employer Representatives and two Union Representatives.

Purpose:
At the request of either party, the committee will meet to explore alternative scheduling arrangements, including those made available through the enabling language in the ONA Central Agreement.

Role:

- Review the Master schedules for all units to ensure that they are consistent with the terms of the Collective Agreement
- To discuss the introduction of working on paid holidays
- To ensure that the schedule meets the workload demands and hours of operation
- Review any draft schedules prior to any unit vote or implementation of any new schedule (eg. Extended tours, innovative schedules, unit weekend schedule)
- Discuss issues related to schedules for any unit but not related to an individual's schedules
- Recommendations will be forwarded to the Labour Management Committee

Dated at London, Ontario, this 27th day of October, 2021.

FOR THE EMPLOYER	FOR THE UNION
Sarah-Jane Irvine	Philip Sarides Labour Relations Officer
	Brayden Redgers

REOPENER ARTICLES/ISSUES

BETWEEN:

NORFOLK GENERAL HOSPITAL – ALLIED
(Hereinafter referred to as “the Employer”)

AND:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “the Union”)

APPENDIX 3 – SALARY RATES

Registered Technologist

Local Grid	1-Apr-22
Start	$32.73
1 years	$33.19
2 years	$33.30
3 years	$34.67
4 years	$36.06
5 years	$37.43
6 years	$38.83
7 years	$40.22
8 years	$41.67
9 years	$44.69

Technician

Local Grid	1-Apr-22
Start	$30.49
1 years	$30.56
2 years	$31.11
3 years	$31.66
4 years	$33.38
8 years	$34.04

Registered Senior Technologist

Local Grid	1-Apr-22
Start	$37.81
1 years	$38.10
2 years	$38.22
3 years	$39.70
4 years	$41.12
5 years	$42.62
6 years	$44.07
7 years	$46.45
8 years	$47.35

DATED AT Simcoe, Ontario THIS 17th day of May, 2023.

FOR THE EMPLOYER:

Sarah-Jane Irvine

FOR THE UNION:

Adele Churchill

Brayden Redgers