

COLLECTIVE AGREEMENT

between

NORTH OF SUPERIOR HEALTHCARE GROUP  
(hereinafter referred to as the "Employer")

and

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

EXPIRY: March 31, 2020

## TABLE OF CONTENTS

APPENDIX 3 .....	3
APPENDIX 4 .....	4
ARTICLE A – RECOGNITION.....	5
ARTICLE B – MANAGEMENT RESPONSIBILITIES.....	5
ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES .....	5
ARTICLE D – LEAVE OF ABSENCE FOR UNION BUSINESS .....	6
ARTICLE E – SCHEDULING REGULATIONS – GENERAL.....	7
ARTICLE F – EXTENDED SHIFTS.....	12
ARTICLE G - INNOVATIVE UNIT SCHEDULING .....	14
ARTICLE H – VACATIONS .....	15
ARTICLE I – PAID HOLIDAYS .....	16
ARTICLE J – JOB-SHARING .....	17
ARTICLE K – PRE-PAID LEAVE PLAN.....	18
ARTICLE L – MODIFIED WORK/RETURN TO WORK PROGRAMS .....	18
ARTICLE M – VIOLENCE.....	19
ARTICLE N – MISCELLANEOUS .....	20
ARTICLE O – ELECTRONIC GRIEVANCE FORMS.....	21
ARTICLE P – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS .....	21
LETTER OF UNDERSTANDING .....	24
RE: MENTOR SELECTION.....	24
LETTER OF UNDERSTANDING .....	25
RE: FOUR ON FOUR OFF EXTENDED SHIFTSCHEDULES .....	25
LETTER OF UNDERSTANDING .....	27
RE: TEN HOUR (10) SHIFTS.....	27

**APPENDIX 3**

<b>REGISTERED NURSE</b>		
	<b>Effective April 1, 2018</b>	<b>Effective April 1, 2019</b>
Start	\$32.66	\$33.23
1 Year	\$32.81	\$33.39
2 Years	\$33.36	\$33.94
3 Years	\$35.00	\$35.62
4 Years	\$36.66	\$37.30
5 Years	\$38.72	\$39.40
6 Years	\$40.80	\$41.52
7 Years	\$42.89	\$43.64
8 Years	\$45.94	\$46.75
25 Years	\$46.76	\$47.57
<b>GRADUATE NURSE</b>		
Start	\$31.49	\$32.04
<b>ASSISTANT DIRECTOR OF NURSING</b>		
Start	\$36.47	\$37.11
1 Year	\$36.59	\$37.23
2 Years	\$37.17	\$37.82
3 Years	\$39.01	\$39.69
4 Years	\$40.89	\$41.61
5 Years	\$43.19	\$43.95
6 Years	\$45.54	\$46.34
7 Years	\$47.82	\$48.66
8 Years	\$51.24	\$52.14
25 Years	\$52.12	\$53.03

**APPENDIX 4**

WILSON MEMORIAL GENERAL HOSPITAL

SUPERIOR CONDITIONS

1. Part-time employees who work the following days will be paid time and one-half for all hours worked:

New Year's Day (January 1 <sup>st</sup> )	Family Day
Good Friday	Victoria Day
Dominion Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

In addition, where a part-time employee qualifies under the Employment Standards Act she or he shall receive a day's pay at her or his straight time rate.

Where an employee is required to work on a paid holiday and she or he is required to work additional hours following her or his full shift on that day, the employee shall receive two (2) times her or his regular salary for such additional hours worked.

2. Effective May 16, 2007, the following full-time employees, Jennifer Coleman, Sandra Young, Kathy Keown and Allison Noble-Henderson will be entitled to fifteen (15) hours free from work per fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>). This time may be used for one of the following purposes:

- (a) Education leave as approved by the Employer (such approval will not be unreasonably withheld); or
- (b) Medical leave for the sole purpose of attending out-of-town appointments for themselves or immediate family members as defined in Article 11.05 of the Central Agreement and as approved by the Employer (such approval will not be unreasonably withheld).

If any of the above listed employees change their status or leave the Employer, they will no longer be entitled to the paid leave.

It is further understood that entitlements outlined above will be subject to any Special Circumstance Agreements.

## **ARTICLE A – RECOGNITION**

- A.1 The North of Superior Healthcare Group recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all registered nurses, and nurses with Temporary Class Certificates of Registration, engaged in a nursing capacity by The McCausland Hospital, Terrace Bay, Ontario and the Wilson Memorial General Hospital, Marathon, save and except persons who exercise managerial functions or are employed in a confidential capacity with respect to matters relating to labour relations in accordance with the *Labour Relations Act*.
- A.2 "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

## **ARTICLE B – MANAGEMENT RESPONSIBILITIES**

- B.1 The Union recognizes that the management of the Employer and the direction of the working force are responsibilities of the Employer and shall remain with the Employer except as limited by the provisions of this Agreement. The Union acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline employee(s) for just cause subject to the employee(s)' right to grieve;
  - (c) determine in the interest of efficient operation and high standards of service, hours of work, job rating and classification, 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) discuss with the Union, make, enforce and alter from time to time, rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES**

- C.1 The North of Superior Healthcare Group recognizes there is more than one physical site. There shall be one Bargaining Unit President between the sites and a site representative at each of the alternate site(s).

C.2 Union Stewards

There shall be four (4) Union Stewards, (2) representing each site.

C.3 Grievance Committee

There shall be a Grievance Committee composed of not more than four (4) employees, at least two (2) of whom are from each site.

C.4 Negotiating Committee

There shall be a Negotiating Committee composed of not more than five (5) employees to include the bargaining unit president, site representative and representatives from both sites.

C.5 Hospital-Association Committee

There shall be a Hospital-Association Committee composed of not more than two (2) representatives of the Union each at site to include the bargaining unit president/site representative and an equal number of representatives from the Employer. Each party may have alternates to replace a member from time to time. The Bargaining Unit President/designate will identify to the Employer, as soon as possible, which committee members require payment under Article 6.03 (e) at each Hospital-Association meeting. Return to work issues are to be listed as a standing item on the Agenda at Hospital-Association meetings.

C.6 The scheduled time for the interview referred to in Article 5.06 will be mutually agreed upon between the Union and the Employer during the new employee's orientation period. The interview will be conducted by the Bargaining Unit President or designate.

C.7 Professional Development Committee

There shall be a Professional Development Committee composed of up to one (1) representatives of the Union from each site and an equal number of representatives from the Employer. Each party may have alternates to replace a member from time to time.

C.8 Joint Occupational Health and Safety Committee

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

**ARTICLE D – LEAVE OF ABSENCE FOR UNION BUSINESS**

D.1 Leave of absence for Union business shall be granted on the following conditions:

- (i) the cumulative total number of days shall not exceed sixty (60);
- (ii) a request for leave shall be made in writing at least two (2) weeks prior to the commencement of the leave, except in unusual circumstances;
- (iii) no more than two (2) employees per site shall be given leave at the same time.

D.2 Local Co-ordinator Leave

The Employer agrees to grant employees elected to the position of Local Co-ordinator unpaid time off in accordance with Article 11.02 to attend required meetings, subject to the exigencies of patient care.

D.3 Payment for Bargaining Unit President/Site Representative

It may become necessary for the Employer to meet with the Bargaining Unit President or site representative in the capacity as Bargaining Unit President of the Union to discuss matters arising out of the administration of the Collective Agreement.

Where the Employer requests such meetings and the meetings are scheduled outside of the Bargaining Unit President or Site Representative's scheduled hours of work, then the Employer will compensate the Bargaining Unit President or Site Representative for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President or Site Representative's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of twenty-five (25) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

To qualify for such payment, the Bargaining Unit President/Site Representative will submit, at the end of each month, a record of times and dates of these meetings to the Chief Nursing Officer. Payment will be issued on the Bargaining Unit President/Site Representative's next payroll cheque, subject to all applicable taxes. Notwithstanding the above, the Bargaining Unit President/Site Representative may, at the time of submitting the monthly record, request time off in lieu of payment. The Chief Nursing Officer will consider such request. If approved, then the Chief Nursing Officer and the Bargaining Unit President/Site Representative will mutually agree on when the time will be taken.

**ARTICLE E – SCHEDULING REGULATIONS – GENERAL**

E.1 The Hospital will endeavour to maintain and achieve the following regulations in the formulation of working schedules:

- (a) The day shift will be considered the first shift of the day.
- (b) In any two (2) week period, at least four (4) days off must be scheduled. At least two (2) days off must be consecutive.

- (c) at least one (1) weekend off in two (2) for full-time employee(s); at least two (2) weekends off in four (4) for part-time employee(s);
- (d) Split shifts will not be scheduled.
- (e) Employees will not be scheduled to work more than seven (7) consecutive shifts of duty. Premium pay shall be paid for each subsequent consecutive shift of duty in excess of seven (7) until two (2) consecutive days off are given.
- (f) An employee will not be required to change shifts of duty more than once during a work week.
- (g) A period of two (2) consecutive shifts off shall be scheduled between changes of shift and at least forty-eight (48) hours off shall be scheduled on the completion of night duty or premium pay shall be paid for the next shift worked.
- (h) schedules will be posted four (4) weeks in advance.

(i) McCausland Site

A weekend shall be defined as being the forty-eight (48) hour period from midnight Friday until midnight Sunday.

Wilson Site

A weekend shall be defined as being at least sixty-four (64) consecutive hours off work from the completion of the Friday day shift until the beginning of the Monday day shift.

- (j) An employee will receive premium pay in accordance with the Central Agreement for all hours worked on a second and additional, if any, consecutive and subsequent weekend, save and except where:
  - (i) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
  - (ii) such employee(s) has requested weekend work; or
  - (iii) such weekend is worked as the result of an exchange of shifts with another employee(s).

(k) (i) McCausland Site

An employee will be scheduled off for not less than three (3) consecutive days and the Hospital will endeavour to schedule at least five (5) consecutive days at either Christmas (to include Christmas Eve Day, Christmas Day and Boxing Day) or at New Year's (to include New Year's Eve Day and New Year's Day), except in areas

where the nursing complement is not normally scheduled to work weekends and paid holidays. The scheduling objectives other than E.1 (d) and (g) will not be operative during the period of December 15th to January 7th.

Wilson Site

An employee will be scheduled off for five (5) consecutive days at either Christmas (to include Christmas Eve Day, Christmas Day and Boxing Day) or at New Year's (to include New Year's Eve Day and New Year's Day), except in areas where the nursing complement is not normally scheduled to work weekends and paid holidays. The scheduling objectives other than E.1 (d) and (g) will not be operative during the period of December 15th to January 7th.

- (ii) Requests for time off over Christmas and New Year's must be in to the Chief Nursing Officer by October 1st and a list of time off from December 15th to January 7th will be posted by November 1st.
- (iii) The scheduling of Christmas or New Year's off will be alternated from year to year so that an employee who is available to work Christmas one year will be available to work New Year's in the next year. Where it is possible to allow an employee or employees to have Christmas or other time off as requested in more than one (1) year, seniority will be the determining factor.
- (l) Where the above scheduling regulations are not maintained, premium pay under Article 14 shall apply.

- E.2 The Hospital agrees that before it makes any significant change in the master rotation, it shall meet to discuss the proposed changes with the Union.
- E.3 A request for a change in a time schedule as posted must be submitted to the Hospital in writing requesting such change and co-signed by the employee(s) willing to exchange days off or shifts of duty. All such requests shall be considered by the Hospital and shall not be unreasonably denied.
- E.4 Employees requesting time off will endeavour to submit in writing to the Chief Nursing Officer or designate, her or his request at least two (2) weeks prior to the posting of the time schedules. Any requests received after the time schedules have been posted will be dealt with on an individual basis. Such requests will not be unreasonably denied.
- E.5 When an employee chooses to take her or his banked hours off in lieu time with pay, the time off with pay will be scheduled at a time mutually agreed upon between the Employer and the employee. Banked hours will be capped at seventy-five (75) hours. Time off must be taken within one (1) year of earning the banked hours. It is understood that Article 14.09 is applicable to part-time employees. Where a part-time employee works in excess of her or his commitment in the two (2) week scheduling period, she or he may elect to bank this time.

E.6 Hours of Work

Normal shift hours on the nursing floor will be from 0700 to 1900 and 1900 to 0700. Should a seven and one-half (7 1/2) hour shift be scheduled, the normal shift hours will be:

0700 - 1500;  
1500 - 2300; or  
2300 - 0700.

E.7 Standby

- (a) The Employer shall distribute on-call/standby equitably amongst employees who volunteer for such assignments before employees will be scheduled.
- (b) Employees shall be permitted to exchange their standby assignments.
- (c) An employee shall not be scheduled on-call/standby on her or his days off or while on vacation unless mutually agreed between the employee and the Employer.
- (d) Employees scheduled for standby shall be provided with cell phones.
- (e) Standby schedules will not be re-assigned without consultation with the employee whose schedule is being changed.
- (f) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift unless she or he does so by mutual agreement between the employee and the Employer.
- (g) Upon responding to a call-in, the employee shall not be required to remain at the Hospital after the duties relating to the purpose of the call-in have been completed.

E.8 Commitment of Regular Part-Time Employee(s)

A regular part-time employee(s) will make a commitment to be available to be scheduled for a minimum of:

- (a) forty-five (45) hours per pay period;
- (b) available to work either Christmas or New Year's;
- (c) available to work fifty percent (50%) of the summer period.

E.9 The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule.

(a) Prior to the Posting of the Schedule

- (i) When all regular part-time employees have been given the opportunity to be scheduled up to their commitment, the Employer will schedule additional shifts for regular part-time and casual employees on the basis of seniority as follows:
  - (1) Regular part-time employees who have indicated their availability to be scheduled for additional shifts, to the Employer, in writing, in a manner determined by the Employer.
  - (2) Job-share employees, whose partners have not been scheduled to work, who have indicated their availability to be scheduled for shifts, to the Employer, in writing, in a manner determined by the Employer.
  - (3) Casual part-time employees who have indicated their availability to be scheduled for shifts, to the Employer, in writing.
  - (4) Where an employee is on an approved Union leave or sick leave, she or he will be allowed to fill additional shifts up to her or his commitment.

(b) After Posting of the Schedule

- (i) When all regular part-time employees have been given the opportunity to work up to their commitment, the Employer will offer additional shifts to employees on the basis of seniority, subject to the following:
  - (1) Additional shifts will be offered as soon as they come available.
  - (2) Regular part-time employees who are at straight time.
  - (3) Job-sharers at straight time provided their partner is not working.
  - (4) Casual part-time employees who are at straight time.
  - (5) Job-sharers at straight time when partner is working.
  - (6) If shifts are still available, they will be offered to:
    - (i) regular part-time and job-share employees who will be in overtime, then;
    - (ii) casual part-time employees who will be in overtime, then;
    - (iii) full-time employees.

- (7) It is understood that the Employer shall not be required to offer any hours which may result in premium pay.

Note: Job-sharers are expected to cover their partner's absences, therefore, job-sharers need not be offered extra work when their job-share partner is working.

- E.10 (a) For the purposes of Article 14.10 (shift premium), the evening shift is defined as the hours of work between 1500 and 2300 hours.
- (b) For the purposes of Article 14.10 (shift premium), the night shift is defined as the hours of work between 2300 and 0700 hours.
- E.11 (a) Nurses who volunteer and are willing to work at an alternate site will be provided with an orientation to that site provided the site has identified the need for additional staff and the employee has indicated in writing to Human Resources their desire for availability for other units. All nurses will be paid for all time spent in attendance at such orientation. The Hospital will not refuse nurses the opportunity to work at an alternate site subject to job posting provisions. Nurses can withdraw their request in writing to Human Resources at any time to become effective at the end of the posted schedule. It is expected that a nurse who voluntarily completes the orientation will be available for work at that site.
- (b) Part-time nurses will not be regularly scheduled at more than one site if the combined hours are equal to or greater than full-time hours.
- (c) Nurses who are reassigned to an alternate site will be paid their straight hourly rate for all time spent in transit to and from their home site in excess of their scheduled shift subject to E.11 (a) of this Agreement.

A nurse who has not volunteered cannot be reassigned to an alternate site, however; a nurse that is reassigned to an alternate site in an emergency will be paid time and one half their straight time hourly rate for all time spent in transit to and from their home site in excess of their scheduled shift. NOTE: Regular staffing needs and/or chronic understaffing/vacancies are not considered an emergency.

Where weather and/or road conditions make travel unsafe, the employer must provide free accommodation and meals for the nurse until the nurse is able to return home. Article 14.11 will cover these situations.

## **ARTICLE F – EXTENDED SHIFTS**

### F.1 Introduction and Discontinuation of Extended Shifts

- (a) Extended shifts shall be introduced into any unit when:
- (i) eighty percent (80%) of the employee(s) so indicate by secret ballot;  
and

- (ii) the Hospital agrees to implement extended shifts, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended shifts may be discontinued in any unit when:
  - (i) fifty percent (50%) of the employee(s) in the unit so indicate by secret ballot; or
  - (ii) the Hospital because of
    - (1) adverse affects on patient care, or
    - (2) inability to provide a workable staffing schedule, or
    - (3) a wish to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue extended shifts.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above:
  - (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - (ii) where it is determined that extended shifts will be discontinued, affected employee(s) shall be given sixty (60) days' notice before the schedules are so amended.
- (d) Trial Period

The parties agree that a trial period for extended shifts will be no longer than six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated by both nursing administration and the employee(s). Extended shifts will be continued if eighty percent (80%) of the employee(s) affected so indicate by secret ballot cast at the end of the trial period and upon agreement of the Hospital, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (e) Participation

All full-time, part-time and casual employees falling within the bargaining units shall, as a condition of employment, be required to work extended shifts on a rotation basis in accordance with the unit's posted schedule.

## F.2

### Scheduling

The following regulations shall govern the scheduling of work for employee(s) working extended shifts:

(i) the Hospital shall schedule each employee(s) every second weekend off;

(ii) McCausland Site

employee(s) will not be required to work more than three (3) consecutive extended shifts otherwise premium pay as contained in the Central Agreement shall be paid for each additional consecutive day of work in excess of three (3) until at least two (2) days off are given;

Wilson Site

No more than four (4) consecutive shifts will be scheduled, consisting of not more than three (3) consecutive shifts of the same shift.

(iii) all other scheduling regulations which apply to employee(s) working the regular daily shift as provided in Article E, except (e) and (i).

For employee(s) working extended shifts, the premium for weekend work shall apply for all hours worked on a second and additional, if any, consecutive and subsequent weekend.

F.3 McCausland Site

A weekend shall be defined as being the forty-eight (48) hour period from midnight Friday until midnight Sunday.

Wilson Site

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.

F.4 Meal and Rest Periods

Normally, the meal and rest periods will be scheduled as follows:

two (2) rest periods; and

two (2) meal periods, of which half (1/2) of one (1) is compensated.

## **ARTICLE G - INNOVATIVE UNIT SCHEDULING**

G.1 Introduction and Discontinuation of Innovative Unit Schedules

(a) Innovative Unit Schedules shall be introduced into any unit when:

(i) eighty percent (80%) of the employee(s) so indicate by secret ballot; and

- (ii) the Hospital agrees to implement the schedule, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Innovative Unit Schedules may be discontinued in any unit when:
  - (i) fifty percent (50%) of the employee(s) in the unit so indicate by secret ballot; or
  - (ii) the Hospital because of
    - (1) adverse affects on patient care, or
    - (2) inability to provide a workable staffing schedule, or
    - (3) a wish to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue the schedule.
- (c) When written notice of discontinuation is given by either party in accordance with paragraph (b) above:
  - (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - (ii) where it is determined that the schedule will be discontinued, affected employee(s) shall be given sixty (60) days' notice before the schedules are so amended.

G.2 Trial Period

The parties agree that a trial period for an innovative schedule will be no longer than six (6) months. During or before the end of the trial period, the schedule will be evaluated by both nursing administration and the employee(s). The schedule will be continued if eighty percent (80%) of the employee(s) affected so indicate by secret ballot cast at the end of the trial period and upon agreement of the Hospital, such agreement shall not be withheld in an unreasonable or arbitrary manner.

G.3 Participation

All full-time and part-time employee(s) falling within the bargaining units will, as a condition of employment, be required to work with the unit's posted schedule.

**ARTICLE H – VACATIONS**

H.1 The vacation entitlement year shall be from April 1<sup>st</sup> in any given year to March 31<sup>st</sup> of the following year.

H.2 Vacation selection shall be separate at each site. Vacations may be taken at any time of the year and will be scheduled as follows:

- (a) No vacation days may be taken prior to completion of probationary period.
- (b) A vacation request list shall be posted by March 1<sup>st</sup>. All employees shall indicate their vacation preference by April 1<sup>st</sup>. A finalized vacation list shall be posted by April 30<sup>th</sup>.
- (c) An employee may select from vacation not booked as of April 1<sup>st</sup> on a first-come-first-served basis. In the event of a conflict between two (2) or more employees, seniority will govern.
- (d) No more than three (3) weeks of vacation may be scheduled during July and August. A week is defined as seven (7) consecutive calendar days. Notwithstanding the above, employees may request vacation greater than three (3) weeks based on availability. If additional vacation time is available after summer vacation requests have been reviewed, additional time off may be granted.
- (e) In the event of conflict between two (2) or more employees as to the timing of vacation, seniority will govern. However, once an employee has indicated a preferred vacation period, she or he may not then exercise seniority rights to change the stated period.
- (f) There shall be no carrying over of annual vacation. However, the Administrator may authorize the carry over of an employee's annual vacation entitlement.
- (g) Vacation may commence on any day of the week.
- (h) A week of vacation is defined as five (5) days of vacation and two (2) days off (seven (7) consecutive calendar days). An employee may, however, take five (5) days of vacation in single days. During July and August, single vacation day requests will only be considered after all full week requests.
- (i) Vacation payout for part-time and casual employees for the period April 1<sup>st</sup> – March 31<sup>st</sup> will be paid in May annually on a separate itemized pay cheque.

H.3 The parties agree to continue the current practice of combining the full-time and part-time seniority lists for the purpose of vacation.

**ARTICLE I – PAID HOLIDAYS**

I.1 The Employer recognizes the following days as paid holidays:

- |   |  |
|---|--|
| New Year's Day (January 1 <sup>st</sup> ) | Civic Holiday                                |
| Family Day                                | Labour Day                                   |
| Good Friday                               | Thanksgiving Day                             |
| Easter Monday                             | Remembrance Day (November 11 <sup>th</sup> ) |
| Victoria Day                              | Christmas Day (December 25 <sup>th</sup> )   |
| Canada Day (July 1 <sup>st</sup> )        | Boxing Day (December 26 <sup>th</sup> ) (S)  |

- I.2 Lieu days off for full-time employees shall be scheduled at a time mutually agreed upon between the Employer and the employee but must be taken within ninety (90) days of the holiday. Paid holidays may not be taken until they have been earned.
- I.3 Employees will be able to utilize 0.5 of a lieu day or vacation day in conjunction with a full lieu day in order to have a full 11.25 hour shift off. If an employee does not have more than one (1) full lieu day to her or his credit or 3.75 hours of vacation time, she or he will be able to use 3.75 hours of unpaid time in order to have a full 11.25 hour shift off.
- I.4 A shift that begins or ends during the twenty-four (24) hour period of the paid holiday, the employee shall be paid at time and one-half for all actual hours worked on the holiday.

### **ARTICLE J – JOB-SHARING**

- J.1 The Employer and the Union must mutually agree to implement job-sharing. Only one (1) full-time position at each site at any one time will be a shared position.
  - (a) 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 and the Chief Nursing Officer and the Job-sharers may be requested to work shifts outside of the shifts of the full-time position.
  - (b) The above schedules shall conform with the full time scheduling provisions of the Collective Agreement.
  - (c) Each job-sharer may exchange shifts with her or his partner, as well as with other employees as provided by the Collective Agreement.
  - (d) 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. If conflict exists, then seniority shall be the deciding factor.
  - (e) Job-sharers are not required to cover for their partner during sick leave, vacation or any other leave of absence, unless mutually agreed otherwise. Job-sharers are not responsible for arranging coverage for their position during an absence.
  - (f) Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Agreement

In the event that one (1) member of the job-sharing arrangement goes on any of the above leaves of absence, the remaining partner may either take all of her or his partner's shifts or fill in up to the regular part-time commitment. In the latter case, the remaining shifts will be filled in accordance with Article E.9 (b) of the Collective Agreement.

- (g) All other provisions covering job-sharing are contained in the Central Agreement.
- (h) All job-sharers shall be treated as regular part-time employee(s) and be subject to the part-time provisions of the Collective Agreement.

J.2 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 Agreement.
- (b) An incumbent full-time employee who has had her or his request for job-sharing approved by the Director, Nursing Services may do so without having her or 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 leaves the arrangement, her or his position will be posted. If there is no successful applicant to the posted position, the remaining employee will revert to her or his former position. If the remaining employee was previously part-time, then the shared position would revert to a full-time position and be posted according to the Collective Agreement.

J.3 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 thirty (30) days to discuss the discontinuation.
- (b) Effective for new job-sharing arrangements entered into subsequent to the date of this Agreement, either job-sharer may discontinue the job-sharing arrangement within ninety (90) days of commencement and each employee will revert to their former position. Subsequent to the ninety day period, discontinuance requires the agreement of both job-sharers as well as the Employer.

**ARTICLE K – PRE-PAID LEAVE PLAN**

K.1 Two (2) employees will be allowed off at a time on the Pre-Paid Leave Plan.

**ARTICLE L – MODIFIED WORK/RETURN TO WORK PROGRAMS**

L.1 The Employer and the Union recognize they have a joint responsibility under the Human Rights Code to attempt to accommodate the return to work of an employee who is unable to perform all of the requirements of her or his position due to a disability.

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

return to work.

- L.2 The Employer will notify the Bargaining Unit President of the names of all employees off work due to a work related injury and those on L.T.D., S.T.D. and WSIB, if requested to do so by the employees affected.
- L.3 When it has been medically determined that an employee(s) is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Staff Representative of the Ontario Nurses' Association and the Local Representative to discuss the circumstances surrounding the employee(s)' return to suitable work.
- L.4 The Employer agrees to provide the Union and the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.

### **ARTICLE M – VIOLENCE**

- M.1 (a) The Employer agrees that no form of verbal, physical, sexual, racial, psychological or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate Supervisor who will make every reasonable effort to rectify the abusive situation.
- (b) Violence Policies and Procedures
- The Employer agrees to develop, in consultation with the Joint Health and Safety Committee or health and safety representative, formalized explicit policies and procedures to deal with violence.
- The policy will address the prevention of workplace violence, the management of violent situations and support to employees who have faced violence. The policy and procedures shall be part of the employers Health and Safety Policy and written copies shall be provided to each employee at time of hire.
- Prior to implementing any changes to these policies, the Employer agrees to consult with the Union and the Joint Health and Safety Committee.
- M.2 The parties agree that if incidents involving aggressive action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees.
- M.3 The Employer, with the employees consent where applicable, will inform the Union within three (3) days of any employee who has been assaulted while performing her or his work. Such information shall be submitted in writing to the Union in accordance with the Occupational Health and Safety Act. Aggressive action covered under the policy that are non-assaults will be communicated to the Union as soon as is reasonably possible.

M.4 The Employer will reimburse for damages incurred to the employees personal property such as eye glasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her or his work.

M.5 Training

The Employer agrees to provide training and education on the prevention of violence to all employees on potentially aggressive persons.

M.6 Function of the 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, in conjunction with the Joint Health and Safety Committee, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

M.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.

**ARTICLE N – MISCELLANEOUS**

N.1 The Hospital will provide bulletin board space at each site for the purpose of posting notices regarding meetings and otherwise restricted to Union matters.

N.2 The Employer shall provide adequate parking space.

N.3 Employee(s) will be paid bi-weekly.

N.4 Seniority lists will be posted on or before May 1<sup>st</sup> and November 1<sup>st</sup> in each year. A copy of the current seniority lists will be forwarded to the Labour Relations Officer.

N.5 Uniform Allowance

(a) The Employer shall provide a uniform allowance of one hundred dollars (\$100.00) annually for full-time employees and sixty dollars (\$60.00) annually for regular part-time employees, to be paid in a lump sum payment in the first pay period of November of each year.

(b) The Employer shall continue to provide scrub gowns and lab coats to those nursing areas that presently have them provided.

N.6 Full-time employee(s) shall be able to apply for temporary full-time vacancies in accordance with Article 10.06 (d) of the Central Agreement.

N.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. The parties further agree that the above notifications will be copied to the ONA Bargaining Unit President.

N.8 Professional Leave Days

In accordance with Article 9, the Employer may grant employees paid professional development days. The employee shall provide the Employer with as much notice as is practicable to ensure that replacement staff are provided.

N.9 Retiree Benefits – Process for Payment

Any bargaining unit employee who retires and wishes to participate in the Benefit Plan as outlined in Article 17.01 (h) of the Central Hospital Collective Agreement will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a pre-authorized withdrawal process. It is understood that any transaction would be dated the first of each and every month.

N.10 The Employer will pay the cost of physicians' notes, if required by the Employer.

**ARTICLE O – ELECTRONIC GRIEVANCE FORMS**

O.1 The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement.

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

O.3 Electronic grievances may be sent via e-mail to the applicable Manager and copied to Human Resources or the identified designate.

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

O.5 The Union undertakes to get a copy of the electronic version signed by the grievor.

O.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.

**ARTICLE P – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

P.1 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.

- P.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- P.3 Electronic PRWRFs may be sent via e-mail to the applicable Manager or 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 undertakes to get a copy of the electronic version signed by the employees.
- P.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

DATED at Terrace Bay, Ontario, this 21<sup>st</sup> day of October, 2019

FOR THE HOSPITAL

FOR THE UNION

\_\_\_ "Carol Huard" \_\_\_\_\_

\_\_\_ "Chris Cormier" \_\_\_\_\_

\_\_\_ "Suzanne Bouchard" \_\_\_\_\_

\_\_\_ "Cat Davy" \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

(to be attached to and form part of the Collective Agreement)

BETWEEN:

NORTH OF SUPERIOR HEALTHCARE GROUP  
(hereinafter referred to as the "Employer")

AND:

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

RE: MENTOR SELECTION

The parties agree to the following selection process for employees interested in being assigned a formal mentorship role.

Before the commencement of a mentoring arrangement, an Expression of Interest (EOI) regarding Mentorship Program will be posted on the bulletin board in the Nurses' Report Room for seven (7) days. Employees interested in participating in the formal mentoring arrangement will indicate their interest in writing to their Unit Manager.

Employees shall be selected for mentor positions at the discretion of the Employer. At the request of any employees, the Unit Manager will discuss with any unsuccessful candidate ways in which she or he may be successful in the future.

It is understood that an employee can only be involved in one (1) mentorship arrangement at a time.

DATED at Terrace Bay, Ontario, this 21<sup>st</sup> day of October, 2019.

FOR THE HOSPITAL

FOR THE UNION

\_\_\_ "Carol Huard" \_\_\_\_\_

\_\_\_ "Chris Cormier" \_\_\_\_\_

\_\_\_ "Suzanne Bouchard" \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

(to be attached to and form part of the Collective Agreement)

BETWEEN:

NORTH OF SUPERIOR HEALTHCARE GROUP  
(hereinafter referred to as the "Employer")

AND:

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

RE: FOUR ON FOUR OFF EXTENDED SHIFTSCHEDULES

Pursuant to Article 13.03 of the Central Collective Agreement, the Hospital and the Union agree to the implementation of 2D 2N schedule for full-time employee(s) on a trial basis under the following conditions:

1. Four (4) existing rotations will be replaced with the "4 on 4 off" rotations. The remaining four (4) rotations will be in accordance with Article 11.
2. Rotations will be filled on a seniority basis as requested by the employee(s).
3. The scheduling provisions of Article 11 apply, save and except for the following:
  - (a) Employee(s) will not be required to work more than four (4) consecutive extended shifts otherwise premium pay as contained in the Central Agreement shall be paid for each additional consecutive day of work in excess of four (4) shifts until at least two (2) days off are given.
  - (b) An employee(s) will receive premium pay in accordance with the Central Settlement for all hours worked on a seventh weekend, save and except where:
    - (i) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
    - (ii) such employee(s) has requested weekend work; or
    - (iii) such weekend is worked as the result of an exchange of shifts with another employee(s).
4. The 2D 2N schedule may be discontinued when:
  - (a) Fifty percent (50%) of the staff so indicate by secret ballot; or
  - (b) Where the Hospital decides to do so because of:

- (i) adverse effects on patient care; or
  - (ii) inability to provide a workable staffing schedule; or
  - (iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary and states its intention to discontinue the extended shifts in the schedule.
- (c) When notice of intention to discontinue in accordance with (a) or (b) is given by either party, then:
- (i) the parties shall meet within four (4) weeks of the notice to review the request for discontinuance; and
  - (ii) where it is determined that the extended shifts will be discontinued, affected staff shall be given sixty (60) days' notice before the schedules are so amended.

5. All schedules will be done on the basis that each full-time employee(s) will be scheduled for one thousand, nine hundred and fifty (1,950) hours per year. In order to accommodate this, the Hospital may distribute statutory holidays in the schedule. Where additional days are required to be added to the schedule to meet the hours of work, employee(s) will be given the option of choosing to use lieu time or vacation days scheduled to cover extra shifts or may pick-up additional shifts.

DATED at Terrace Bay, Ontario, this 21<sup>st</sup> day of October, 2019.

FOR THE HOSPITAL

FOR THE UNION

\_\_\_"Carol Huard"\_\_\_\_\_

\_\_\_"Chris Cormier"\_\_\_\_\_

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\_\_\_"Cat Davy"\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

(to be attached to and form part of the Collective Agreement)

BETWEEN:

NORTH OF SUPERIOR HEALTHCARE GROUP  
(hereinafter referred to as the "Employer")

AND:

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

RE: TEN HOUR (10) SHIFTS

1. All provisions of the Collective Agreement shall apply, except as amended by this Letter of Understanding.

2. (a) Hours of Work

A regular shift shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37.5) minutes of unpaid meal time.

(b) Employee shall be entitled, subject to the exigencies of patient care, to relief periods during the shift of a total of thirty-seven and one-half (37.5) minutes.

(c) The R.N. will be scheduled to work not more than four (4) consecutive 9.375 shifts. Should the employee work more than four (4) consecutive shifts, she will be paid in accordance with Article 14.03 for all hours worked on the fifth and subsequent shifts until time off is scheduled.

(d) Shift Premiums

Employees working ten (10) hour shifts shall be paid shift premium at the rate of the current Collective Agreement for all hours worked between 1600 – 0800 hours.

(e) Overtime (subject to Article 14)

For employees working ten (10) hour shifts, overtime shall be paid at the rate of time and one-half of the employee(s)' straight time hourly rate for all work performed in excess of 9.375 hours in a twenty-four (24) hour period.

(f) Paid Holidays

An employee working ten (10) hour shifts shall be paid as per Article 15, noting that employee(s) working ten (10) hour shifts shall receive twelve (12) days off to consist of seven and one-half (7.5) hours each.

3. The schedule may be discontinued by either party with no less than sixty (60) days written notice of its' intention to discontinue the schedule.
4. The parties agree the trial period will be six (6) months. During or before the end of the trial period, the schedule will be evaluated by the Chief Nursing Officer, the Union and the employee.

DATED at Terrace Bay, Ontario, this 21<sup>st</sup> day of October, 2019.

FOR THE HOSPITAL

FOR THE UNION

\_\_\_"Carol Huard"\_\_\_\_\_

\_\_\_"Chris Cormier"\_\_\_\_\_

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