

COLLECTIVE AGREEMENT

Between:

NORTH WELLINGTON HEALTH CARE CORPORATION
(hereinafter referred to as "the Hospital")

And:

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

Expiry date: June 7, 2021

TABLE OF CONTENTS

APPENDIX 3.....	1
SALARY SCHEDULES	1
APPENDIX 4.....	2
SUPERIOR CONDITIONS – LOUISE MARSHALL SITE	2
APPENDIX 4.....	3
SUPERIOR CONDITIONS – PALMERSTON SITE	3
APPENDIX 5.....	4
LOCAL ISSUES	4
ARTICLE A - RECOGNITION	4
ARTICLE B - MANAGEMENT RIGHTS	4
ARTICLE C - COMMITTEES AND REPRESENTATIVES	4
ARTICLE D - SENIORITY LIST	5
ARTICLE E - LEAVE OF ABSENCE FOR UNION BUSINESS	6
ARTICLE F - SCHEDULING REGULATIONS	6
ARTICLE G - PAID HOLIDAYS.....	11
ARTICLE H - VACATIONS	12
ARTICLE I – BULLETIN BOARDS.....	13
ARTICLE J - MISCELLANEOUS.....	13
ARTICLE K - PRE-PAID LEAVE PLAN.....	14
ARTICLE L - VIOLENCE IN THE WORKPLACE.....	14
ARTICLE M – WORKPLACE SAFETY AND INSURANCE BOARD/LONG TERM DISABILITY	15
ARTICLE N – JOB SHARING	15
ARTICLE O – ELECTRONIC GRIEVANCE FORMS.....	17
SIGNING PAGE.....	18
LETTER OF UNDERSTANDING	19
Re: Article 10.07 (d) – Temporary Vacancies.....	19
LETTER OF UNDERSTANDING	20
Re: Infection Control/Occupational Health Coordinator Position.....	20
LETTER OF UNDERSTANDING	21
Re: Introduction and Discontinuation of Extended Tour Schedules or Innovative Schedules.	21

APPENDIX 3**SALARY SCHEDULES****Registered Nurse**

	1-Apr-20	1-Apr-21
Start	\$33.56	\$33.90
1 Year	\$33.72	\$34.06
2 Years	\$34.28	\$34.62
3 Years	\$35.98	\$36.34
4 Years	\$37.67	\$38.05
5 Years	\$39.79	\$40.19
6 Years	\$41.94	\$42.36
7 Years	\$44.08	\$44.52
8 Years	\$47.22	\$47.69
25 Years	\$48.05	\$48.53

Geriatric Emergency Medicine Nurse

	1-Apr-20	1-Apr-21
Start	\$42.81	\$43.24
1 Year	\$44.51	\$44.96
2 Years	\$46.61	\$47.08
3 Years	\$48.75	\$49.24
4 Years	\$50.86	\$51.37
5 Years	\$52.96	\$53.49
6 Years	\$54.06	\$54.60
25 Years	\$55.13	\$55.68

Clinical Resource Leader

The Clinical Leaders will be paid \$0.40 cents per hour more than the Group Unit/Team Leader responsibility pay as outlined in Article 19.04 (d).

APPENDIX 4

SUPERIOR CONDITIONS – LOUISE MARSHALL SITE

(Full - Time) - Seniority

Nurses shall continue to accumulate seniority when a nurse is absent with pay or without pay including absences under Article 11, Leaves of Absence.

Ambulance Duty

Nurses on ambulance duty shall be paid time and one-half (1½) for all hours spent outside her/his regular scheduled day where the duty commences after the regular day or on a day off with a minimum guarantee of four (4) hours at time and one-half (1½).

Charge Nurses

The Hospital shall, when no nursing management personnel are on duty, designate a nurse to be in charge on afternoon, night and weekend shifts. A nurse designated in charge shall be paid a premium in accordance with the rate stipulated in Article 19.04 (d) of the Central Collective Agreement. Such premium shall be effective from March 29, 1985. Upon renewal of the Collective Agreement, this premium may be subject to negotiation between the parties as a local issue unless the parties agree to refer the matter to central bargaining.

APPENDIX 4

SUPERIOR CONDITIONS – PALMERSTON SITE

At the Palmerston site, the parties recognize that no superior benefits, rights, privileges, practices, terms and or conditions of employment exist, other than what is provided in the Central Hospital Collective Agreement.

APPENDIX 5

LOCAL ISSUES

ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by North Wellington Health Care Corporation, save and except Patient Care Coordinators and Head Nurses, and persons above the rank of Patient Care Coordinators and Head Nurses.
- A-2 The word “nurses”, when used in this Agreement, shall mean persons included in the above described Bargaining Unit.
- A-3 “Patient Care Coordinators” and “Head Nurses” when used in this Agreement shall mean persons excluded from the Bargaining Unit as set out in Clause A-1.
- A-4 “Site” when used in this Agreement refers to the geographic location of the facilities, which compromise the North Wellington Health Care, i.e. Palmerston and Mount Forest.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
 - (b) hire, promote, demote, transfer, discipline or suspend nurses, to discharge any nurses for just cause, provided that a claim by a nurse that the discipline, suspension or discharge was without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) operate and manage its operation in accordance with its commitments and responsibilities, decide on the number of nurses needed, establish job classifications, the schedule of work, decide on regular and overtime assignments of work, work methods, the extension, curtailment or cessation of operations and the right to set standards of performance.
- B-2 The Hospital will not exercise its rights or make or enforce regulations in a manner contrary to the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

- C-1 The parties agree that nurse representatives and committee members as provided for in Article 6, may be from either the full-time or part-time Bargaining Unit, and

shall represent both Bargaining Units. It is understood that the total number of nurses as nurse representatives or committee members shall not exceed the following:

(a) Nurse Representatives

The Union shall advise the Hospital of the nurses serving on committees, it being agreed that there shall be no more than six (6) nurse representatives in the Hospital (at least three (3) per site), one (1) to be the Bargaining Unit President, or her appointee. In the event a nurse representative is not readily available in a designated area, another nurse representative or another member of the Bargaining Unit Executive may substitute on a temporary basis.

(b) Negotiating Committee

There shall be a Negotiating Committee of up to five (5) nurses, representing both full-time and part-time nurses one of which will be the Bargaining Unit President.

(c) Grievance Committee

The Employer will recognize a Grievance Committee of up to four (4) nurse representatives, representing both full-time and part-time nurses at both Sites.

(d) Hospital –Union Committee

There will be a Hospital –Union Committee comprised of five (5) nurses representing both sites and both full-time and part-time nurses, one of which shall be the Bargaining Unit President or her appointee.

(e) Professional Development Committee

There shall be a Professional Development Committee comprised of four (4) nurses two (2) for Palmerston site and two (2) for Louise Marshall site representing both sites.

C-2 Association Interview

The interview period provided for in Article 5.06 will normally be scheduled during the nurse's formal orientation period. The Hospital will provide a suitable room for this purpose upon request, and will provide reasonable notice to the Bargaining Unit President of such schedule.

ARTICLE D - SENIORITY LIST

D-1 The separate seniority lists for full-time and part-time as provided in Article 10.02 will be filed with the Union and posted electronically on the intranet in January and

July of each year. At the time of said posting, the current seniority lists shall be filed with the Bargaining Unit President, or designee.

ARTICLE E - LEAVE OF ABSENCE FOR UNION BUSINESS

E-1 As provided for in the Central Agreement, the cumulative total leave of absence for Union business shall be fifty (50) days (including both full-time and part-time nurses from both sites) during the calendar year subject to the following conditions:

(a) The Union will notify the Hospital in writing at least two (2) weeks in advance of the requested leave. If there is a need to request time off for Union business, less than the above referenced time, approval for such request will not be unreasonably denied.

(b) No more than three (3) nurses per site shall be absent at any one time.

(c) Leave for Local Coordinator

Nurses elected to the position of Local Coordinator shall be granted leave of absence without pay in accordance with Article 11.02 for up to a total of forty (40) days annually provided such leave does not interfere with the efficient operation of the Hospital. The Local Coordinator will, whenever possible, notify the Hospital in writing four (4) weeks in advance of the requested leave. Such leave will be separate from the Union leave provided in Article E-1 as above.

ARTICLE F - SCHEDULING REGULATIONS

F-1 The day shift will be the first [1ST] shift of the day.

F-2 For the purpose of clarity and for the application of shift premium as specified in Article 14.10 of the Collective Agreement, the normal daily tours are:

Day Tour - 0700 hours to 1500 hours
Evening Tour - 1500 hours to 2300 hours
Night Tour - 2300 hours to 0700 hours

Note: It is understood that the above does not preclude the existence of shifts with different start and end times. For day shift, the Employer will endeavour to schedule the individual nurse to a same start time throughout a week, where possible. Where circumstances warrant a change in the start and stop times indicated above, the Employer will provide the Association with six (6) weeks' notice and will discuss any changes with the Association prior to implementation.

Where variations in the hours of work occur, for the purpose of determining entitlement to any tour differential premiums, the tour will be deemed to be worked on a specific shift as follows:

Day Tour: where the majority of hours fall between 0700 – 1500 hours

Evening Tour: where the majority of hours fall between 1500 – 2300 hours

Night Tour: where the majority of hours fall between 2300 – 0700 hours

- F-3
- (a) A nurse who elects to take time off in lieu of overtime as provided in Article 14.09 may accumulate her/his overtime to a maximum of thirty-seven and one-half (37.5) hours at any one time. Any time over and above the thirty-seven and one-half (37.5) hours that is subsequently earned must be taken within twenty-one (21) calendar days. Time off is to be taken at a time mutually agreed to by the nurse and the Hospital. All overtime hours accumulated and not used by the end of the fiscal year (March 31) shall be paid out.
 - (b) The Employer agrees to continue the current practice of permitting nurses to bank hours related to meetings.

F-4 Scheduling Regulations

- (a) The Hospital agrees to maintain the following regulations in the formation of working schedules for nurses employed on a seven and one-half (7½) hour tour rotation and required to rotate:
- (b) Schedules will be posted four (4) weeks in advance and cover a four (4) week period with the exception of the summer schedule (July and August) which shall be posted by May 15.
- (c) Nurses shall give the Hospital, in writing, notice of intent to exchange shift(s), together with a signed undertaking from the nurse willing to exchange such shift(s). In exceptional circumstances, telephone consent may be requested from the Hospital, it being understood that the nurses involved in the proposed exchange must still confirm the request in writing. Such requests shall be subject to the approval of the Hospital, and shall not result in any premium payments and shall not be unreasonably denied.
- (d) Nurses will not be scheduled to work more than seven (7) consecutive tours without the nurse's consent. Nurses will not be scheduled more than six (6) consecutive Night tours without the nurse's consent.
- (e) The Hospital shall endeavour to schedule every second (2nd) weekend off but will schedule no less than two (2) week-ends off in four (4). A nurse shall be paid in accordance with Article 14.03 of the Collective Agreement for all hours worked on the third (3rd) and subsequent weekends worked until she/he receives a weekend off, save and except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shift with another nurse.

- (f) A weekend is defined as being fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- (g) For the purpose of clarity the weekend premium, as specified in Article 14.15 of the Collective Agreement will be paid for all time worked during the period of 2300 hours Friday to 2300 hours Sunday or during the period of 2330 hours Friday to 2330 hours Sunday as defined in Article F-2.
- (h) Nurses shall not be required to work split shifts, being defined as a tour assignment being split into two parts.
- (i) Full-Time: A nurse will be scheduled off at least four (4) days in any two (2) week period, including at least one (1) period of two (2) consecutive days.
- (j) The regular schedule shall provide for a minimum of twenty- two (22) hours between the starting time of one (1) scheduled shift and the starting time of the next scheduled shift.

It is understood that where a nurse has declared availability to work at another site, she will not be entitled to claim premium pay where, as a result of the different starting times at the respective sites, the minimum time between shifts as listed in F-4 is necessarily reduced.

- (k) When the work schedule is originally posted under Article F - 1 (c), it shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.
- (l) A part-time nurse or a full-time nurse who requests to work a specific tour (except on day tour) on a permanent basis shall be granted such a request whenever possible. Nurses presently working permanent shifts shall continue to do so unless the nurse requests to rotate.
- (m) The Hospital will endeavour, in the case of nurses required to rotate, to schedule as far as reasonably practicable an equal number of tours on the day shift as on the evening and the night shifts.

The hospital will endeavour to schedule a nurse so that they are only required to rotate through two shifts within a work week (Monday to Sunday), subject to the exigencies of patient care and staffing requirements.

- (n) Each full-time nurse shall be scheduled off at least five (5) consecutive days at either Christmas or New Year's unless otherwise requested by the nurse and agreed. Each part-time nurse shall be scheduled off at least five (5) consecutive days at either Christmas or New Year's unless otherwise requested by the nurse and agreed. The Christmas period for time off shall be defined as Christmas Eve Day, Christmas Day and Boxing Day. The New Years period for time off shall be defined as New Year's Eve Day, and New Years' Day.

- (o) On October 1 in each year, the Hospital shall post a Christmas and New Year's preference sheet and each nurse on the unit shall indicate his/her preference of holiday time to be scheduled off. The preference sheet shall be removed on October 15 and the approved holiday schedule shall be posted no later than November 15. Nurses will yearly alternate Christmas of New Year's time off, if unable to accommodate the nurse's stated preference.
- (p) In order to provide the minimum days off over the Christmas period, the normal scheduling conditions may be waived between December 15 and January 15.
- (q) Those nurses who are regularly scheduled to work on weekdays only, (Monday through Friday) shall be excluded from subsection (o) and (p).
- (r) A nurse shall receive premium pay in accordance with Article 14.10 of the Central Agreement for all hours worked not in compliance with the above regulations.
- (s) Where a nurse is unable to reach the Hospital for a shift due to inclement weather conditions of a road closure nature, she/he shall have the option of using that tour as a vacation day, accumulated overtime, or leave of absence without pay. It is understood the nurse would notify the Hospital as soon as possible of such inability to attend.
- (t) A tour that begins or ends during the twenty-four (24) hour period of the holidays listed in H-1, where the majority (2300 – 0730 shift) of the work falls within the holiday, shall be deemed work performed on a holiday for the full period of the tour.
- (u) When a nurse is unable to report for work due to illness, the nurse will attempt to notify the Hospital at least four (4) hours in advance of the evening and/or night shift and will attempt to notify the Hospital at least one (1) hour in advance of the day shift of this inability.
- (v) Occasionally, staffing needs may require that the Hospital offers or requests a nurse to work a double shift; the Hospital will endeavour to keep such requests to a minimum. When a nurse agrees and does work a double shift and where the nurse's next shift is scheduled to start within 15 hours of the conclusion of the double shift worked, the nurse shall have the option of requesting to be relieved from said next scheduled shift. Upon receipt of such request, the Hospital will endeavour to relieve the nurse from said next scheduled shift.

F-5

Regular Part-time Commitment

- (a) Nurses who are willing and make a commitment to be available for five (5) shifts thirty-seven and one half (37 ½ hours) per pay period will be considered to be Regular Part-time. If a nurse wants to have less of a commitment, (minimum commitment of three (3) shifts twenty-two and one

half (22 ½ hours) per pay period, she shall submit her request in writing to the Hospital. Her request shall not be unreasonably denied by the Hospital.

All regular part-time nurses in a unit will be scheduled up to their committed tours by seniority including an equitable distribution of the available day shifts, before any casual part-time nurse are utilized.

- (b) All regular part-time nurses shall be:
 - i) available to work all three (3) shifts, if required. Those employees who are currently working two shifts (i.e. days/evenings, days/nights) under a previous grandfathered agreement shall continue to do so.
 - ii) available to work either the Christmas or the New Year's period.
 - iii) available to work two (2) out of four (4) weekends, if required.
- (c) All other part-time nurses shall be considered casual part-time.
- (d) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours (including call-ins) to regular part-time nurses on an equitable basis on a rotational basis in order of seniority, prior to offering to casual nurses, subject to the following:
 - i) Regular part-time nurses who wish to be considered for additional tours must indicate their availability in writing to the Hospital and it will be kept on file until it is either revised or removed at the request of the nurse.
 - ii) It is understood and agreed that the Hospital will not be required to offer additional tours which would result in overtime or premium pay and it is requested that the nurse advise the Hospital in cases where acceptance of such an offer will result in a premium pay situation. For clarity, the Hospital is not required to offer a tour, if as a result of that offer, the Hospital will incur additional overtime or premium pay on subsequent tours.
 - iii) A nurse who wishes to give away a tour will do so in accordance with the above provisions.
 - iv) It is understood and agreed that the assigning of additional tours arising from this Article will not result in a claim for full-time status.
- (e) The Parties agree that any Part-time Nurse may submit her/his availability, in writing to the appropriate Employer Representatives for additional tours at the alternate site.

F-6 The Parties agree that when the Employer determines that there is a need for positions that will require working at both sites, discussions will be held with the Union.

F-7 Tours of Less than 7.5 Hours

- (a) The Hospital will endeavour to keep the number of four (4) hour shifts to a minimum.
- (b) There shall be an equitable distribution of such tours among the part-time nurses in each unit.
- (c) Where part-time nurses are required to work longer than the scheduled shift they will be paid overtime payment in accordance with Article 14 of the collective agreement. Excluded from this subsection would be part-time nurses working in new programs when the program is under development e.g. Oncology or Dialysis or other new programs developed after the date of ratification.

ARTICLE G - PAID HOLIDAYS

G-1 In accordance with Article 15.01 of the Collective Agreement, the paid holidays are as follows:

New Year's Day (January 1 st)	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day (December 26 th)

G-2 Full-Time: In accordance with Article 15.06 of the Collective Agreement, such lieu day off must be taken within thirty (30) days before or ninety (90) days following the holiday or payment shall be made in accordance with Article 15.03 of the Central Collective Agreement. Such lieu days off to be selected by the nurse and supervisor by mutual agreement.

G-3 The Hospital shall endeavour to schedule nurses such that nurses scheduled on a paid holiday shall also be scheduled to work the weekend of the paid holiday and nurses who are scheduled off on the paid holiday shall also be scheduled off on the weekend.

G-4 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed work performed on a holiday for the full period of the tour.

ARTICLE H - VACATIONS

- H-1 In accordance with Article 16.01 of the Collective Agreement, all nurses shall be entitled to vacations with pay based on length of service with the Hospital. The date for determining vacation entitlement shall be the nurse's anniversary date.
- H-2 Vacation will normally be granted in blocks of one (1) or more consecutive weeks however nurses, on request, may be granted single vacation days up to a yearly maximum of ten (10) days or groups of days less than one (1) week.
- H-3 It is understood and agreed that the Hospital will give every consideration to the nurse's preference as to the timing of their vacation, but of necessity, the Hospital must reserve the right to the final decision as to the scheduling of vacation.
- H-4 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following the vacation if the schedule has not been posted for such date.
- H-5 Vacation lists for the period May 15th to November 14th shall be posted no later than March 1st each year and shall remain posted for the period of one (1) month and then withdrawn. Finalized vacation schedules will be posted by May 1st. All vacation periods will be arranged with the Manager, Patient Care Services or delegate with consideration being given to the nurse's preference on a seniority basis and to the needs of the area. The Hospital shall not be unreasonable in denying a request for vacation on the basis of the needs of the area.
- H-6 Vacation lists for the period November 15th to May 14th shall be posted no later than September 1st each year and shall remain posted for a period of one (1) month and then withdrawn. Finalized vacation schedules will be posted one (1) month later. All vacation periods will be arranged with the Manager, Patient Care Services or delegate with consideration being given to the nurse's preference on a seniority basis and to the needs of the area. The Hospital shall not be unreasonable in denying a request for vacation on the basis of the needs of the area.
- H-7 Requests for vacation received in writing by the Manager, Patient Care Services or delegate following the withdrawal of the vacation lists will be considered in the order in which they are received. It is understood that first consideration will be given to nurses who have indicated their preference for vacation on the vacation list prior to it being withdrawn.
- H-8 Full-Time: In exceptional circumstances vacation pay which would normally be issued while the nurse is on vacation will be given out in advance of the nurse's vacation period, provided they are requested, in writing, at least two (2) weeks in advance of the vacation time.
- Part-Time: The Hospital shall continue its practice of paying vacation pay in each pay cheque. Notwithstanding this practice the Employer will agree that a part-time nurse may request, on a yearly basis, in writing, to defer a fixed percentage of their biweekly salary to a separate designated bank account.

- H-9 Employees will be able to carry over up to ten (10) days of vacation which must be taken in the first quarter of the subsequent vacation year with mutual agreement between the employee and the Hospital.
- H-10 Seniority for full-time and regular part-time shall be kept separate for purposes of vacation scheduling.

ARTICLE I – BULLETIN BOARDS

- I-1 The Employer agrees to provide two (2) bulletin boards per site for the use of the Union.
- I-2 All notices and requests by the Employer, for Union members to participate in committees, shall be signed, dated and copied to the Bargaining Unit President.

ARTICLE J - MISCELLANEOUS

J-1 Pager Systems

The Employer shall provide pagers for nurses on call, based on current policy now in practice. Any problems resulting from the policy or the pagers will be referred to the Hospital-Union Committee for resolution.

- J-2 The Hospital agrees to provide scrub uniforms to those nurses working in the Emergency Department, and in the Operating Room, and this practice will not be discontinued without sixty (60) days' notice to the Union and discussion at the Hospital-Union Committee.

J-3 Payroll

Any error in pay cheques, within the control of the Hospital, amounting to seven and one-half (7 ½) hours or more in pay, shall be paid by a separate cheque within three (3) business days, unless waived by the affected nurse. Errors beyond the control of the Hospital or errors of less than seven and one-half (7 ½) hours' pay, shall be corrected on the next pay cheque.

J-4 Voluntary Part-time Benefits-Process for Payment

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

Any part-time nurse who wishes to participate will provide payment of the benefits through payroll deduction or through a preauthorized withdrawal process if on an unpaid leave of absence.

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

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

J-5 Retiree Benefits-Process for Payment

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

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

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

J-6 Notification to Unsuccessful Job Applicants

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

ARTICLE K - PRE-PAID LEAVE PLAN

K-1 The number of nurses who may be absent at any one time shall be one (1) full-time nurse and one (1) part-time nurse per site.

ARTICLE L - VIOLENCE IN THE WORKPLACE

L-1 The Employer agrees to have in place policies and procedures to deal with violence in the workplace. The policies will address the prevention of violence, the management of violent situations and support to employees who have faced violence.

L-2 The parties agree that if incidents involving abusive client action occur, that such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will be followed to address the legitimate health and safety concerns of employees presented in that forum.

L-3 The Hospital will inform the Union within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted, in writing, to the Union as soon as possible.

L-4 The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

ARTICLE M – WORKPLACE SAFETY AND INSURANCE BOARD/LONG TERM DISABILITY

- M-1
- (a) The Hospital will notify the Bargaining Unit President of the names of all nurses off work, if a nurse is off work, due to a work related injury or when a nurse goes on Long Term Disability (L.T.D.).
 - (b) When it has been medically determined that a nurse is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Bargaining Unit President to discuss the circumstances surrounding the nurse's return to suitable work.
 - (c) The Hospital agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
 - (d) The Hospital and the Union recognize that the purpose of modified work/return to work is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled and to enable their early and safe return to work.

ARTICLE N – JOB SHARING

- N-1
- If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:
- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
 - (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager, Patient Care Services of the Unit.
 - (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
 - (d) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
 - (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
 - (f) Coverage:
 - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot

cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers may be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job sharer partner is scheduled and where such would not result in premium payment and where other part-time nurses have been scheduled up to their commitment.

ii) Vacation, Maternity Leave, and other Leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible. If job sharers cover each other for vacations, they will not be considered to be part of any vacation quotas.

(g) Implementation

- i) 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.
- ii) Any incumbent full-time nurse wishing to share her position, may do so without having her 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.
- iii) 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 nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

(h) Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is

understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE O – ELECTRONIC GRIEVANCE FORMS

- O-1 The parties agree to use the electronic version of the O.N.A. Grievance Form (at Appendix 1 of the Hospital Central Agreement).
- O-2 The parties agree that hard copy grievance forms and or the electronic grievance form are both valid for purposes of Article 7 of the Hospital Central Agreement, and will be accepted as original.
- O-3 Electronic grievance forms may be sent, via email, to the Chief Human Resources Officer, or the 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 individual grievor (if applicable), should the grievance proceed beyond the Step No. 2 Grievance Meeting.

SIGNING PAGE

DATED AT MOUNT FOREST, ONTARIO, THIS 21ST DAY OF SEPTEMBER, 2020.

FOR THE EMPLOYER

"Yakov Sluchenkov"

FOR THE UNION

"Scott Sawyer"

Labour Relations Officer

"S. Kendall"

Bargaining Unit President

The above signatures shall also serve as agreement and approval of any and all Letter(s) of Understanding also attached herein.

LETTER OF UNDERSTANDING

Between:

NORTH WELLINGTON HEALTH CARE CORPORATION
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

Re: Article 10.07 (d) – Temporary Vacancies

Where an occasional vacancy under Article 10.07 (d) occurs, either party may request a meeting to discuss whether full-time nurses can be considered for the vacancy on the same basis as regular part-time nurses.

LETTER OF UNDERSTANDING

Between:

NORTH WELLINGTON HEALTH CARE CORPORATION
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

Re: Infection Control/Occupational Health Coordinator Position

The parties are agreed, on a without prejudice basis, to the following Infection Control/Occupational Health Coordinator position across the two sites:

1. This position is a FT position and will be scheduled as such.
2. This position does not require weekend work.
3. This position may require standby coverage which is paid in accordance with the collective agreement. The incumbent for this position will be reimbursed at the current corporate mileage rate for all kilometers traveled between sites.
4. The incumbent for this position will be reimbursed for all reasonable expenses.
5. The incumbent for this position will be eligible for extra tours as according to the Collective Agreement.

LETTER OF UNDERSTANDING

Between:

NORTH WELLINGTON HEALTH CARE CORPORATION
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

Re: Introduction and Discontinuation of Extended Tour Schedules or Innovative Schedules

For the purposes of this Article an extended schedule is defined as one that results in a nurse working extended tours (11.25 hours). Innovative schedules are defined as one that may result in a nurse working a combination of extended tours (11.25 hours), normal tours (7.5 hours) and /or short hour tours (4.0 hours).

- (a) Extended or Innovative schedules shall be introduced into any site when:
 - i) Sixty percent (60%) of the nurses at the site so indicate by secret ballot; and
 - ii) The Hospital agrees to implement the extended or innovative schedule. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
 - iii) Those staff not affected by working an extended or innovative schedule would not be included in the voting process.
- (b) Extended or innovative schedules may be discontinued in any site when:
 - i) Sixty percent (60%) of the nurses at the site so indicate by secret ballot; or
 - ii) By the Hospital, when the extended or innovative schedule:
 - A) has adverse effects on patient care, or
 - B) results in inability to provide workable staffing schedule, or
 - C) for other reasons which are neither arbitrary nor unreasonable.
 - iii) Those staff not affected by working an extended or innovative schedule would not be included in the voting process
- (c) When notice of discontinuation is given by either party then:
 - i) The parties shall meet within two (2) weeks of giving of notice to review the request for discontinuation; and

- ii) Where it is determined that the extended or innovative schedule will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (d) The extended or innovative schedule arrangement will be implemented on a trial basis for a period of six (6) months where the nurses at the site are in favor and where the Hospital is also in agreement.

Following the trial period, the extended or innovative schedule arrangement will be continued if a subsequent vote achieves the support of sixty percent (60%) of the affected nurses at the site and with the agreement of the Hospital.

- (e) Where nurses wish to work an extended or innovative schedule, the terms will be negotiated prior to the voting and implementation of such schedule. All premiums contained in Article 14 will apply except as amended through negotiated terms.