

COLLECTIVE AGREEMENT

between

RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL
"ALLIED"
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: JUNE 7, 2021

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APPENDIX 3**RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL "ALLIED"**

REGISTERED TECHNOLOGIST			
	Effective April 1, 2020		Effective April 1, 2021
Start	\$37.08		\$37.45
1 Year	\$37.24		\$37.61
2 Years	\$37.40		\$37.77
3 Years	\$37.75		\$38.13
4 Years	\$38.45		\$38.83
5 Years	\$39.32		\$39.71
8 Years	\$39.40		\$39.79
25 Years	\$40.01		\$40.41
ULTRASOUND/XRAY TECHNOLOGIST			
Start	\$38.51		\$38.90
1 Year	\$38.64		\$39.03
2 Years	\$38.75		\$39.14
3 Years	\$39.08		\$39.48
4 Years	\$39.78		\$40.18
5 Years	\$40.66		\$41.07
8 Years	\$40.74		\$41.15
25 Years	\$41.35		\$41.77
OCCUPATIONAL THERAPIST/PHYSIOTHERAPIST			
Start	\$41.27		\$41.68
1 Year	\$41.40		\$41.81
2 Years	\$41.54		\$41.95
3 Years	\$41.90		\$42.32
4 Years	\$42.71		\$43.13
5 Years	\$43.65		\$44.09
8 Years	\$43.76		\$44.20
25 Years	\$44.41		\$44.86
PHARMACY TECHNICIAN			
Start	\$27.00		\$27.27
1 Year	\$27.20		\$27.47
2 Years	\$27.39		\$27.66
3 Years	\$27.59		\$27.87
4 Years	\$27.79		\$28.07
5 Years	\$27.99		\$28.27
8 Years	\$28.19		\$28.47
25 Years	\$28.36		\$28.65

APPENDIX 4

RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL "ALLIED"

SUPERIOR CONDITIONS

1. All current Superior Conditions to be maintained.

ARTICLE A – RECOGNITION

A.1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent for all paramedical employees employed by Red Lake Margaret Cochenour Memorial Hospital, in Red Lake, Ontario, save and except Managers, persons above the rank of Manager and employees in the bargaining unit for which any trade union held bargaining rights on October 2, 2002.

CLARITY NOTE: For the purpose of clarity, the parties agree that the Manager, Pharmacy Service and the Manager, Food & Nutrition Services are excluded from the bargaining unit. The parties further agree that students hired to work over the summer period are also excluded from the bargaining unit.

ARTICLE B – MANAGEMENT RIGHTS

B.1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees;
- (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

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

ARTICLE C – REPRESENTATION AND COMMITTEES

C.1 Grievance Committee

The Hospital will recognize a Grievance Committee of one (1) employee.

C.2 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of two (2) representatives of the Hospital or designate and two (2) members of the Association,

one (1) of whom shall be the Bargaining Unit President or designate. The membership of the Committee may be expanded by mutual agreement.

C.3 Negotiating Committee

The Hospital will recognize a Negotiating Committee comprised of up to two (2) representatives of the Association.

C.4 Professional Development Committee

There shall be a Professional Development Committee composed of at least two (2) representatives of the Association and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.

C.5 Joint Occupational Health and Safety Committee

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

ARTICLE D – LEAVE OF ABSENCE – ASSOCIATION BUSINESS

D.1 Payment for Bargaining Unit President

It may become necessary for the Hospital to meet with the Bargaining Unit President in the capacity as Bargaining Unit President of the Association to discuss matters arising out of the administration of the Collective Agreement.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Hospital will compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of four (4) hours per month. Such hours cannot be taken as lieu time.

The Bargaining Unit President may appoint a designate, if they are unavailable.

D.2 In accordance with Article 11.02, leave of absence for Association business shall be given without pay up to an aggregate maximum of forty (40) working days during any calendar year, provided adequate notice is given to the Hospital. It is agreed that no more than one (1) employee shall be absent from the same department.

ARTICLE E – SENIORITY LISTS

E.1 Revised seniority lists shall be supplied semi-annually by February 15th and September 15th to the Bargaining Unit President and with a copy of the current Seniority Lists to be forwarded to the ONA Labour Relations Officer.

ARTICLE F – PRE-PAID LEAVE

F.1 One (1) employee may be absent at any one time as provided in Article 11.11 (c).

ARTICLE G – HOURS OF WORK

G.1 The normal hours of work will be as follows:

Diagnostic Imaging Department

0700 – 1500;
0800 – 1600;
0900 – 1700.

Laboratory Department

0700 – 1500;
0800 – 1600;
0900 – 1700.

Physiotherapy Department

0700 – 1500;
0900 – 1700.

It is recognized this department currently works flexible hours.

Pharmacy Department

0800 – 1600.

When requested, the Hospital will discuss implementing flexible schedules with employees in individual departments.

If the Hospital decides to alter or add to any of the above-noted hours of work, it shall discuss the change with the employees concerned and the Association prior to making any changes.

G.2 Scheduling Regulations

The Hospital agrees to discuss any proposed change in the master schedule with the Association:

(a) Schedules will be posted at least four (4) weeks in advance of the start of the scheduling period for at least four (4) weeks.

(b) Definition of a Weekend

A weekend shall be fifty-six (56) consecutive hours between the completion of Friday's tour until the commencement of Monday's tour.

The Hospital will schedule each employee at least two (2) weekends off in three (3). An employee will receive premium pay in accordance with Article 14.03 for all hours worked on a second consecutive and subsequent weekend, save and except where:

- (i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend work; or
- (iii) such weekend is worked as the result of an exchange of shifts with another employee.

NOTE: The employees consent to being scheduled off one (1) weekend in three (3) in order to allow for vacation time and leaves of absence for other employees in the department.

G.3 Part-time Scheduling

Should the Hospital hire regular part-time employees, scheduling and regular part-time commitment will be discussed with the Association.

G.4 Standby

- (a) Scheduled standby assignments will be distributed equitably amongst the qualified employees in any unit utilizing standby.

NOTE: It is acknowledged that non-Association Supervisors work standby.

- (b) Standby assignments shall be posted at the same time as the tour of duty schedules. Employees shall be permitted to exchange their standby assignments by mutually arranging an exchange with another employee. Such exchanges must be approved by the employee's immediate Supervisor. Such approval will not be unreasonably withheld.
- (c) A full-time employee will not normally be scheduled for standby on a scheduled day off or scheduled on a weekend off unless mutually agreed between the employee and the Hospital.
- (d) Employees on call/standby shall be provided with a beeper/cell phone at the Hospital's expense for the time during which they are on standby.
- (e) Transportation/mileage costs will be accumulated and submitted to the Hospital for payment at the end of the month.

ARTICLE H – PAID HOLIDAYS

H.1 The following twelve (12) holidays will be recognized by the Hospital:

New Year's Day (January 1 st)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	June Float Day

Victoria Day
 Canada Day (July 1st)
 Civic Holiday

Christmas Day (December 25th)
 Boxing Day (December 26th)
 Family Day

- H.2 Lieu days as provided in Articles 15.04 and 15.05 shall be scheduled at a mutually agreeable time. Responses to requests for time off will be responded to within fourteen (14) days. Lieu hours remaining to the employee's credit in excess of 37.5 hours shall be paid out to the employee by the Hospital by March 31st. In the event of a dispute, seniority shall prevail for approval.
- H.3 An employee who commences her or his employment after June 30th will not qualify for a June float day until the following year.
- H.4 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- H.5 Written requests to take lieu days must be presented to an employee's immediate Supervisor. Such requests will be approved or denied within seven (7) calendar days.

ARTICLE I – VACATIONS

- I.1 Vacations will be scheduled as follows:
- (a) Vacation requests are to be submitted in writing by the 31st day of March of each year.
 - (b) Subject to operating requirements, vacation will be granted on the basis of seniority within each individual department. Employees shall be given preference with respect to their vacation period in accordance with seniority. For the purposes of Article I.01 only, seniority shall mean the combined service as outlined in Article 10.03 of the Central Collective Agreement.
 - (c) Vacation requests made by March 31st will be approved or denied in writing by April 30th.
 - (d) Employees may also submit requests at other times. Such requests will be considered on a "first-come first-served basis". Other requests will be approved or denied in writing within fourteen (14) days.
 - (e) Employees may request less than a full week of vacation. During the months of June, July and August, however, requests of less than five (5) days will only be granted if they do not exclude another employee from receiving a full week of vacation during the time period in question.
 - (f) Provided it does not conflict with scheduled vacations for other employees and departmental efficiency, lieu days and/or accrued overtime may be used in conjunction with vacation time.
- I.2 With prior consent of the Hospital, an employee may carry over one (1) week of vacation from one (1) year to the next.

ARTICLE J – MISCELLANEOUS

J.1 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 pre-authorized withdrawal process.

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

The Hospital will notify the Association of the benefit costs to retired employees in January of each year and each time the benefit costs are re-negotiated by the Hospital.

J.2 Bulletin Board

The Hospital will provide bulletin board space located in the X-Ray Department for the purpose of posting notices regarding meetings and otherwise restricted to Association matters.

J.3 Upon submission of receipts, the Hospital shall provide a uniform/shoe allowance of up to one hundred and fifty dollars (\$150.00) annually for full-time employees and up to seventy-five dollars (\$75.00) annually for part-time employees.

J.4 Equivalent Time Off

Overtime as provided in Article 14.09 where a full-time employee chooses equivalent time off, such time will be taken at a mutually agreeable time from date earned. Responses to requests for time off will be responded to within fourteen (14) days. Banked days will be paid out at the employee's request. Lieu hours remaining to the employee's credit in excess of 37.5 hours shall be paid out to the employee by the Hospital by March 31st. In the event of a dispute, seniority shall prevail for approval.

J.5 In accordance with Article 10.07 (b) of the Central Hospital Collective Agreement, the parties agree that any unsuccessful candidate for an ONA job-posting will be so notified, in writing, 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.

J.6 Interview of New Employees

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

ARTICLE K – MODIFIED WORK/RETURN TO WORK PROGRAMS

The Hospital and the Association 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 Hospital and the Association 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 and to enable their early and safe return to work.

- K.1 The Hospital will notify the President of the Local Nurses' Association of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D., S.T.D. (for greater than thirty (30) days) and WSIB.
- K.2 When it has been medically determined that an employee is unable to return to work, the Hospital will meet with the affected employee and their Union representation. The purpose of the meeting will be to determine the circumstances surrounding the employee's return to work and to create a return to work plan, if required.
- K.3 The Hospital agrees to provide the employee with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE L – VIOLENCE AND HARASSMENT IN THE WORKPLACE

- L.1 The Hospital and the Association agree that no form of verbal, physical, sexual or racial 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 shall make every reasonable effort to rectify the abusive situation.
- L.2 The Hospital, with the employee's consent, where applicable, will inform the Association of any employee who has been assaulted while performing her or his work. Such information shall be submitted in writing to the Association in accordance with the Occupational Health and Safety Act.

- L.3 (a) Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that she, he or another person is at risk of physical and/or psychological injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate Supervisor who will take every precaution reasonable to rectify the abusive situation.

- (b) Violence Policies and Procedures

The Hospital 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, provision of legal counsel and support to employees who have faced violence. The policy and procedures shall be part of the employee's 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 Hospital agrees to

consult with the Association and the Joint Health and Safety Committee.

(c) Notification to the Association

The Hospital will notify the Joint Health and Safety Committee and the Association in writing of all incidents related to violence within four (4) days. For critical injuries, the Hospital will notify the Joint Health and Safety Committee and the Association immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information as prescribed in Section 5 of the Health Care Regulation.

(d) 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 Hospital agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff. The Hospital, 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.

(e) Staffing Levels to deal with Potential Violence

The Hospital agrees that, where there is a risk of violence, an adequate level of trained employees must be present, as determined by the Hospital. The Hospital recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with potentially violent situations.

(f) Training

The Hospital agrees to provide training and education, developed in consultation with the Joint Health and Safety Committee, on the violence prevention and harassment policies and programs and on prevention of violence to all employees. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(g) Support and Counseling

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

(h) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the employee's personal property (required for the job), such as eyeglasses, contact lenses or other prosthesis, etc., ripped uniforms, personal clothing, as a result of being assaulted while performing her or his work.

The employee will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was impossible for her or him

to do so during this period.

(i) Violent Patient/Client

The Hospital and the Association recognize the Hospital's obligation under Section 25 (2) (h) to take every precaution reasonable to protect workers and 32.0.5 (3) of the OHSA to provide information, including personal information to a worker related to a risk of workplace violence from a person with a history of violent behavior.

The Hospital, in consultation with the Joint Health and Safety Committee or health and safety representative, shall develop an effective written measure and procedure to put in place a visible warning system for all staff who may be exposed to patients who have a history of violent behavior. Such a system shall include flagging measures such as:

- (i) information about individual patient triggers;
- (ii) pre-admitting checklist;
- (iii) computerized record (also on discharge) of history of violence;
- (iv) readily visible signage on the outside of the chart;
- (v) visible notation on the face sheet of the chart;
- (vi) signage for patient room doors;
- (vii) signage at bedside if multiple occupancy room;
- (viii) wrist bands; and
- (ix) a method to communicate pertinent information about a transferred patient and associated visitor to the workers of a receiving department, another site or a community agency.

These measures and procedures will be re-evaluated annually in consultation with the Joint Health and Safety Committee/health and safety representative.

(j) Staffing Levels to deal with Patient Handling Hazards

The Hospital agrees that, where there is a risk of injury due to patient handling hazards, as determined by a Hospital risk assessment conducted with a worker member of the Joint Health and Safety Committee selected by the worker members on the Joint Health and Safety Committee, an adequate level of trained employees, as identified by the risk assessment, must be present. The Hospital recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with ergonomic hazards.

ARTICLE M – PAID PROFESSIONAL LEAVE

M.1 Professional Leave Days

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

ARTICLE N – PREMIUM PAYMENT

- N.1 (a) For the purposes of Article 14.10 (shift premium), the evening premium will apply to all hours worked between 1600 and 2330 hours.
- (b) For the purposes of Article 14.10 (shift premium), the night premium will apply to all hours worked between 2330 and 0700 hours.
- (c) For the purposes of Article 14.15, the weekend premium will apply for all hours worked between Friday 2330 hours to Sunday 2330 hours.

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 Association Executive representative or Labour Relations Officer will be accepted as the original signature.
- O.5 The Association 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 Association Executive representative or Labour Relations Officer will be accepted as the original signature.
- P.5 The Association 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 Red Lake, Ontario, this 12th day of November, 2020.

FOR THE HOSPITAL

_"Sue LeBeau" _____

FOR THE ASSOCIATION

_"Jennifer Powers – BUP" _____

_"Chris Cormier – LRO" _____

LETTER OF UNDERSTANDING

BETWEEN:

RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL
"ALLIED"
(hereinafter referred to as the "Hospital")

AND:

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

RE: LABORATORY TECHNICIAN AND LABORATORY AIDE CLASSIFICATIONS

The parties agree to negotiate wage rates for the new classifications of Laboratory Technician and Laboratory Aide. Failing agreement, Article 19.08 of the Hospital Central Agreement shall apply.

DATED at Red Lake, Ontario, this 12th day of November, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

_"Sue LeBeau" _____

_"Jennifer Powers – BUP" _____

_"Chris Cormier – LRO" _____

LETTER OF UNDERSTANDING

BETWEEN:

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

RE: MENTOR SELECTION

In conjunction with Article 9.08 (c) and Appendix 7, 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, a general notice regarding Mentorship Program will be posted on the ONA Boards for fourteen (14) 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 Hospital. At the request of any employee, 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 Red Lake, Ontario, this 12th day of November, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

_"Sue LeBeau" _____

_"Jennifer Powers – BUP" _____

_"Chris Cormier – LRO" _____

LETTER OF UNDERSTANDING

BETWEEN:

RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL
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ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

RE: STANDBY

For the purposes of Article G.4 (a), the parties agree that when the current Supervisor (John K) vacates the position, the parties will meet to discuss the standby schedule and how his standby vacancy will be filed on an ongoing basis.

DATED at Red Lake, Ontario, this 12th day of November, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

_"Sue LeBeau" _____

_"Jennifer Powers – BUP" _____

_"Chris Cormier – LRO" _____

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(hereinafter referred to as the "Association")

RE: PAYMENT OF PROFESSIONAL FEES

WITHOUT PREJUDICE, the parties agree that this Letter of Understanding cannot be used in any forum including but not limited to Interest Arbitration.

The Hospital will provide the superior condition of reimbursement of professional registration fees on an annual basis. The Hospital will reimburse each employee up to two hundred and twenty-five dollars (\$225.00) excluding late fees for their registration to their Regulatory College.

This agreement expires at the end of the Collective Agreement unless otherwise agreed to by the parties.

DATED at Red Lake, Ontario, this 12th day of November, 2020.

FOR THE HOSPITAL

FOR THE ASSOCIATION

_"Sue LeBeau" _____

_"Jennifer Powers – BUP" _____

_"Chris Cormier – LRO" _____
