

COLLECTIVE AGREEMENT

between

SANTÉ MANITOUWADGE HEALTH  
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: MARCH 31, 2023

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**APPENDIX 3****SANTÉ MANITOUWADGE HEALTH**

<b>REGISTERED NURSE</b>			
	<b>Effective April 1, 2021</b>		<b>Effective April 1, 2022</b>
<b>Start</b>	<b>\$33.90</b>		<b>\$34.24</b>
<b>1 Year</b>	<b>\$34.06</b>		<b>\$34.40</b>
<b>2 Years</b>	<b>\$34.62</b>		<b>\$34.97</b>
<b>3 Years</b>	<b>\$36.34</b>		<b>\$36.70</b>
<b>4 Years</b>	<b>\$38.05</b>		<b>\$38.43</b>
<b>5 Years</b>	<b>\$40.19</b>		<b>\$40.59</b>
<b>6 Years</b>	<b>\$42.36</b>		<b>\$42.78</b>
<b>7 Years</b>	<b>\$44.52</b>		<b>\$44.97</b>
<b>8 Years</b>	<b>\$47.69</b>		<b>\$48.17</b>
<b>25 Years</b>	<b>\$48.53</b>		<b>\$49.02</b>
<b>NURSES WITH TEMPORARY LICENSE</b>			
<b>Start</b>	<b>\$32.90</b>		<b>\$33.23</b>

**APPENDIX 4**

**SANTÉ MANITOUWADGE HEALTH**

**SUPERIOR CONDITIONS**

1. **Ambulance Escort**

Employee(s) will be paid ambulance escort in accordance with Article 14.11 of the Central Agreement with the following addition:

If the ambulance trip extends beyond the regular shift of the employee(s), the Hospital will pay the employee(s) one and one-half times her or his regular rate of pay until the employee(s) returns to Manitouwadge.

2. Casual part-time employee(s) shall be entitled to vacation pay on the following basis:

up to eight (8) years' employment – 6%.

more than eight (8) years' employment – 8%.

## **ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Union as the sole and exclusive bargaining agent for all registered nurses and nurses with temporary registration engaged in a nursing capacity by Santé Manitouswadge Health, save and except Head Nurses and those above the rank of Head Nurse, persons regularly employed for less than five (5) full tours per week and students employed during the school vacation.
- A.2 The Hospital recognizes the Union as the sole and exclusive bargaining agent for all registered nurses and nurses with temporary registration regularly employed for less than five (5) full tours per week and students employed during the school vacation period by Santé Manitouswadge Health, save and except Head Nurses and those above the rank of Head Nurse.

## **ARTICLE B – MANAGEMENT RIGHTS**

- B.1 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive 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 employee(s), provided that a claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
  - (d) generally to manage the operation that the Hospital is engaged in, and without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
  - (e) make, enforce, discuss with the Union and alter from time to time, reasonable rules and regulations to be observed by the employee(s) 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 REPRESENTATION**

### C.1 Union Stewards

The Hospital will recognize two (2) Union Stewards, one (1) full-time and one (1) part-time.

### C.2 Grievance Committee

The Hospital will recognize a Grievance Committee of two (2) employee(s) from the employee(s) in either bargaining unit.

### C.3 Negotiation Committee

The Negotiation Committee shall consist of up to two (2) employee(s) from the employee(s) in either bargaining unit.

### C.4 Hospital-Association Committee

There shall be a Hospital-Association Committee composed of two (2) representatives of the Union and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time. The Bargaining Unit President/designate will identify to the Hospital, as soon as possible, which committee members require payment under Article 6.03 (e) at each Hospital-Association meeting. The discussion of return to work issues will be a standing item on the HAC Agenda.

### C.5 Professional Development Committee

There shall be a Professional Development Committee composed of at least two (2) representatives from the Union, at least one (1) of whom is full-time and one (1) of whom is part-time and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.

### C.6 Joint Occupational Health and Safety Committee

The Hospital will recognize one (1) bargaining unit employee(s) 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 Union.

## **ARTICLE D – LEAVES OF ABSENCE**

### D.1 Leave of Absence – Union Business

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

- (i) the cumulative total number of days shall not exceed thirty-five (35);
- (ii) a request for a leave shall be made in writing at least three (3) weeks prior to the commencement of a leave, except in unusual circumstances. In unusual circumstances, if notice is given less than

three (3) weeks in advance, the employee(s) will assist in finding a replacement;

- (iii) no more than two (2) employee(s) shall be given leave at the same time.

D.2 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 Union 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 fifteen (15) 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 will submit, at the end of each month, a record of times and dates of these meetings to her or his Clinical Manager. Payment will be issued on the Bargaining Unit President's next payroll cheque, subject to all applicable deductions. Notwithstanding the above, the Bargaining Unit President may, at the time of submitting the monthly record, request time off in lieu of payment. If approved, the Clinical Manager and the Bargaining Unit President will mutually agree on when the time will be taken.

**ARTICLE E – HOURS OF WORK**

E.1 Rest periods will be scheduled in each half of an extended tour as follows:

- 1<sup>st</sup> half – fifteen (15) minutes paid rest period and thirty (30) minutes unpaid meal break;
- 2<sup>nd</sup> half – fifteen (15) minutes paid rest period and thirty (30) minutes meal break comprised of fifteen (15) minutes paid meal break and fifteen (15) minutes unpaid rest break.

E.2 Evenings are defined as 1515 hours to 2315 hours and nights are defined as 2315 hours to 0715 hours.

E.3 The night shift will be considered the first shift of the day.

**ARTICLE F – SCHEDULING REGULATIONS – FULL-TIME AND PART-TIME**

F.1 (a) Schedules will be posted by the 15<sup>th</sup> of each month to cover at least the following four (4) week period. Copies of all schedules will be sent to the Union at the same time as they are posted on the unit, on request.

- (b) Requests for time off must be submitted by the seventh of the month before the requested month.
- (c) Requests for change in posted time schedules may be granted where such requests are submitted in writing and co-signed by the employee(s) willing to exchange days off or tour of duty within seventy-two (72) hours of the requested change, except in extenuating circumstances.
- (d) These scheduling regulations may be waived between December 15<sup>th</sup> and January 7<sup>th</sup> so that all employee(s) will receive five (5) or more consecutive days off at either Christmas or New Year's.
- (e) Time off over Christmas or New Year's will be alternated so that an employee(s) having Christmas off in the first year will have New Year's off in the next year and so on whenever possible. Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day and time off at New Year's shall include December 31<sup>st</sup>, January 1<sup>st</sup> and January 2<sup>nd</sup>.
- (f) The Hospital will make every effort to follow the master rotation for full-time employee(s) over the holiday period.
- (g) Requests for time off over Christmas and New Year's must be in to the Director of Nursing by October 15<sup>th</sup> and a list of time off from December 15<sup>th</sup> to January 7<sup>th</sup> will be posted by November 15<sup>th</sup>. Once posted, no changes will be granted during this period unless the employee(s) finds an employee(s) to exchange with her or him and it is approved by the Hospital.
- (h) This provision shall not apply to any area where employee(s) normally work Monday to Friday and are not normally scheduled to work on paid holidays.

## F.2 Distribution of Available Part-Time Tours

- (a) All available part-time scheduled tours will be divided equally among regular part-time employee(s).
- (b) Where regular part-time employee(s) cannot work the available scheduled tours, they shall be offered to casual part-time employee(s) on the basis of seniority.
- (c) After the schedule is posted, tours available with less than twenty-four (24) hours' notice shall be first offered to casual employee(s) in order of seniority, then to regular part-time employee(s) by order of seniority.
- (d) Tours available with more than twenty-four (24) hours' notice shall be first offered, on an equitable basis, to regular part-time employee(s) in order of seniority, then to casual part-time employee(s) by order of seniority.
- (e) The Hospital will not be required to offer extra tours to employee(s) who would be in a premium pay situation.
- (f) A tour will be deemed to be offered whenever a call is placed.



- (g) If no part-time employee(s) is available at straight or premium pay, then the tour will be offered to a full-time employee(s) by order of seniority.
- (h) Additional tours shall be offered to job-sharers only after those tours have been offered and not accepted by the regular part-time and casual employee(s).

## F.3

7 ½ Hour Tours

- (a) Employee(s) will not be scheduled to work more than seven (7) consecutive days of work. Premium pay shall be paid for each subsequent consecutive day of work in excess of seven (7) until two (2) consecutive days off are given.
- (b) No less than sixteen (16) hours shall be scheduled off between tour changes or premium pay shall be paid for the first tour worked as a result of such short change.
- (c) 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 tour worked.
- (d)
  - (i) at least every third weekend shall be scheduled off;
  - (ii) an employee(s) will receive premium pay for all hours worked on a third and additional, if any, consecutive and subsequent weekend, save and except where:
    - (1) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
    - (2) such employee(s) has requested weekend work; or
    - (3) such weekend is worked as a result of an exchange of shifts with another employee(s).
  - (iii) Definition of a Weekend  
 A weekend being defined as at least fifty-six (56) consecutive hours from the completion of the Friday day shift until the beginning of the Monday shift.
- (e) No split shifts.
- (f) An employee(s) will be granted permanent evening or night tour when mutually agreeable.
- (g) The master scheduling rotation for full-time employee(s) shall not be altered without first holding a meeting of the full-time nursing staff to discuss the proposed changes. The Hospital will consider seniority rights when altering the master schedule.
- (h) Regular part-time employee(s) will make a commitment to be available to be scheduled to work as follows:

- (i) at least two (2) shifts per week;
- (ii) at least one (1) weekend in three (3);
- (iii) over either Christmas or New Year's;
- (iv) at least five (5) shifts in a pay period during the July and August vacation period.

## F.4

Extended Tours(a) Introduction and Discontinuation of a Compressed Work Week (Extended Tours)

- (i) A compressed work week shall be introduced when:
  - (1) seventy percent (70%) of the employee(s) so indicate by secret ballot; and
  - (2) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.

## (b) A compressed work week may be discontinued when:

- (i) seventy percent (70%) of the employee(s) so indicate by secret ballot;
- (ii) the Hospital because of
  - (1) adverse effects on patient care;
  - (2) inability to provide a workable staffing schedule;
  - (3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

## (c) When notice of discontinuation is given by either the employee(s) or the Hospital:

- (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 compressed work week will be discontinued, the employee(s) affected shall be given thirty (30) days' notice before the schedules are so amended.

(d) Participation

All full-time, part-time and casual employee(s) falling within the bargaining unit shall, as a condition of employment, be required to work extended tours on a rotation basis in accordance with the unit's posted schedule. This will not apply to any employee(s) who is scheduled to work permanent days or

who is scheduled to work less than a full extended tour.

F.5 Scheduling – 11.25 Hour Tours

- (a) At least forty-eight (48) hours off shall be scheduled on the completion of night duty.
- (b) No split shifts.
- (c) An employee(s) will be granted permanent night tour when mutually agreeable.
- (d) For full-time employee(s), no more than three (3) consecutive twelve (12) hour tours of work will be scheduled.  
  
For part-time employee(s), no more than three (3) consecutive twelve (12) hour tours will be required to be worked unless mutually agreed.
- (e) No less than twelve (12) hours shall be scheduled off work following the completion of a tour and the commencement of the next tour or premium pay shall result as outlined in Article 14.

F.6 Scheduling – 11.25 Hour Tours – Full-Time

- (a) (i) every second weekend shall be scheduled off;
- (ii) an employee(s) will receive premium pay for all hours worked on a second consecutive and subsequent weekend, save and except where:
  - (1) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
  - (2) such employee(s) has requested weekend work; or
  - (3) such weekend is worked as a result of an exchange of shifts with another employee(s).
- (iii) Definition of a Weekend  
  
A weekend being defined as at least sixty (60) consecutive hours from the completion of the Friday day shift until the beginning of the Monday shift.
- (b) Schedules for full-time employee(s) will be such that employee(s) will work fifty percent (50%) day tours and fifty percent (50%) night tours unless mutually agreed.
- (c) The master rotation for full-time employee(s) shall not be altered without first holding a meeting of the full-time nursing staff to discuss the proposed changes.

F.7 Scheduling – 11.25 Hour Tours – Part-Time

- (a) (i) shall endeavour to schedule every second weekend off;
- (ii) an employee(s) will receive premium pay for all hours worked on a third and consecutive weekend, save and except where:
- (1) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
  - (2) such employee(s) has requested weekend work; or
  - (3) such weekend is worked as a result of an exchange of shifts with another employee(s).
- (iii) an employee(s) will receive premium pay for all hours worked but not scheduled on a third and consecutive weekend, save and except where:
- (1) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
  - (2) such employee(s) has requested weekend work; or
  - (3) such weekend is worked as a result of an exchange of shifts with another employee(s).
- (iv) Definition of a Weekend
- A weekend being defined as at least sixty (60) consecutive hours from the completion of the Friday day shift until the beginning of the Monday shift.
- (b) Part-Time Commitment
- Regular part-time employee(s) will be available to work a predetermined schedule as follows:
- (i) at least three (3) extended tours in a pay period;
  - (ii) at least one (1) weekend in two (2);
  - (iii) over either Christmas or New Year's;
  - (iv) at least five (5) extended tours in a pay period during the July and August vacation period.
- (c) Other part-time employee(s) will be casual.

F.8 Time Off in Lieu of Overtime

- (a) Lieu time off for employee(s) as provided for in Article 14.09 may be taken at a mutually agreeable time. Employee(s) shall be allowed to carry a total of

not more than the equivalent of nine (9) extended tour shifts beyond December 1<sup>st</sup> of each year. All hours over and above the nine (9) shifts shall be paid out in accordance with Article 14.09 in the first pay period of December in each year. The employee(s) may elect to have her or his full bank paid out at any time by providing written notice to the Hospital. It is understood that Article 14.09 is applicable to part-time employee(s).

NOTE: The parties agree that for implementation purposes March 31, 2015 be used as the payout date for year one (1) so as to allow employee(s) sufficient time to exhaust their banks if they wish.

- (b) Accumulated overtime may be taken in blocks of up to three (3) days in length combined with the taking of holiday lieu days, vacation days or days off.

**ARTICLE G – PAID HOLIDAYS**

G.1 The following holidays are recognized paid holidays:

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

G.2 For full-time employee(s), the lieu day off for a holiday falling during an employee(s) scheduled vacation period shall be scheduled at a mutually agreeable time.

G.3 For full-time employee(s), notwithstanding the Christmas and New Year's paid holidays, lieu days with pay for paid holidays may be accumulated and taken in blocks of two (2) lieu days at a time.

Lieu days are to be taken at a mutually agreeable time in the following manner:

- (a) During the calendar month in which it falls; or
- (b) During the four (4) calendar months following the calendar month in which it falls.

G.4 0001 hours to 2400 hours of the above specified holidays will be paid at premium pay.

**ARTICLE H – VACATIONS**

H.1 The vacation entitlement date in any year shall be January 1<sup>st</sup>.

H.2 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 the completion of six (6) months of continuous employment for full-time employee(s). No vacation days may be

taken prior to completion of probationary periods or six (6) months of continuous employment, whichever comes first for part-time employee(s).

- (b) For July and August prime time vacation requests, a vacation request list shall be posted by March 1<sup>st</sup>. All employee(s) shall indicate their preference by April 1<sup>st</sup> of each year for vacation through to September 7<sup>th</sup>. A finalized vacation list shall be posted by May 1<sup>st</sup> of each year.

For "March Break" prime time vacation requests, such requests must be submitted to the Director of Nursing by January 15<sup>th</sup>. A finalized "March Break" vacation list shall be posted by January 31<sup>st</sup>.

Request for vacation other than July and August and "March Break" shall be in before the 7<sup>th</sup> of the month before the month of the request. The Hospital will respond as soon as possible but no later than seventy-two (72) hours from receipt of such request.

- (c) An employee(s) may select from July and August vacation not booked as of May 1<sup>st</sup> on a first come first serve basis.
- (d) During the months of July and August, provided that all members in the bargaining unit have had their requested vacation time approved, special request for vacation in excess of twenty-one (21) consecutive calendar days shall be considered and shall not be unreasonably denied.
- (e) The Hospital will endeavour to accommodate the wishes of the employee(s) and vacation requests shall not be unreasonably denied. In the event of conflict between two (2) employee(s) as to the timing of vacation, seniority will govern. However, once an employee(s) 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 carrying over of up to one-half (1/2) the entitlement.
- (g) Prior to leaving on vacation, employee(s) shall be notified of the date and time on which to report for work following vacation.
- (h) For full-time employee(s), up to forty-five (45) hours of vacation entitlement may be taken as single days. The balance of vacation entitlement shall not be taken in more than five (5) separate weeks within the vacation year.
- (i) For part-time employee(s), annual vacation entitlements shall not be taken in more than four (4) separate weeks within the vacation year.
- (j) Vacation may commence on any day of the week.
- (k) A week of vacation is defined as seven (7) consecutive calendar days:

- (i) Employee(s) Working 7.5 Hour Tours (Full-Time)

An employee(s) will take at least five (5) days of vacation at any one

time.

(ii) Employee(s) Working Extended Tours (Full-Time)

An employee(s) will take at least two (2) days (22.5 hours) of vacation at any one time.

(l) During July, August and March Break, single vacation day requests will only be considered after all full week requests.

(m) When taking lieu days, employee(s) may use up to forty-five (45) hours of vacation time to top-up pay to 11.25 hours.

H.3 The parties also agree to continue the current practice of combining the seniority list for purposes of vacation and seniority will be the determining factor during the July, August and "March Break" vacation period.

**ARTICLE I – GENERAL**

I.1 The Hospital will provide bulletin board space located in the Nurses' Report Room for the purpose of posting notices regarding meetings and otherwise restricted to Union matters. All such notices must be signed by a member of the Union Executive.

I.2 Employee(s) will be paid once every two (2) weeks.

I.3 The seniority lists shall be posted on or before February 1<sup>st</sup> and August 1<sup>st</sup> each year and shall reflect seniority accumulated to the prior December 31<sup>st</sup> and June 30<sup>th</sup> respectively. A copy of the current seniority lists will be forwarded to the Labour Relations Officer.

I.4 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.

I.5 Professional Leave Days

In accordance with Article 9, the Hospital may grant employee(s) paid professional development days. The employee(s) shall provide the Hospital with as much notice as is practicable to ensure that replacement staff are provided but in any event, requests must be submitted no less than two (2) weeks prior to the posting of the nursing schedule.

I.6 Retiree Benefits – Process for Payment

Any Bargaining Unit employee(s) 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.

I.7 The scheduled time for the interview referred to in Article 5.06 will be mutually agreed upon between the Union and the Hospital during the new employee(s) orientation period. The interview will be conducted by the Bargaining Unit President or designate.

**ARTICLE J – PRE-PAID LEAVE PLAN**

J.1 The Hospital agrees to allow at least one (1) employee(s) from the employee(s) in either bargaining unit off at one time.

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

The Hospital 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(s) who is unable to perform all of the requirements of her or his position due to a handicap.

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

K.1 The Hospital will notify the Bargaining Unit President of the names of all employee(s) 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 employee(s) affected.

K.2 Prior to any employee(s) returning to work on a modified/light/alternate work programme, the Hospital will notify and meet with a representative of the Union and members of the Local Executive to discuss a back to work programme for the employee(s).

K.3 The Hospital agrees to supply the Union with a copy of the Workplace Safety and Insurance Board Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at the same time as it is sent to the Board. The Union shall be given an opportunity to meet with the Hospital to discuss and amend any errors or omissions found in the Form 7.

K.4 Return to Work Plan

When it has been medically determined that an employee(s) is ready to return to work, the Hospital and the Union will meet with the affected employee(s) and the Manager to create and recommend a return to work plan.



**ARTICLE L – UNIFORM ALLOWANCE**

- L.1
- (a) The Hospital shall provide a uniform allowance of one hundred dollars (\$100.00) annually for full-time employee(s) and seventy-five dollars (\$75.00) annually for regular part-time employee(s) to be paid in a lump sum payment in the first pay period of November in each year.
  - (b) The Hospital shall continue to provide scrub gowns and lab coats to those nursing areas that presently have them provided.
  - (c) The uniform allowance (seventy-five dollars (\$75.00) annually) shall be paid to those regular part-time employee(s) who have worked at least sixty-five (65) shifts between November 1<sup>st</sup> of the preceding year and October 31<sup>st</sup>.
  - (d) One-third (1/3) of the uniform allowance (twenty-five dollars (\$25.00) annually) shall be paid to those regular part-time employee(s) who have worked at least thirteen (13) shifts (whether scheduled or additional available shifts) between November 1<sup>st</sup> of the preceding year and October 31<sup>st</sup>.

**ARTICLE M – VIOLENCE**

- M.1
- (a) The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employee(s) will be condoned in the workplace. Any employee(s) 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 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 and support to employee(s) 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(s) at time of hire.

Prior to implementing any changes to these policies, the Hospital 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 Hospital will follow to address the legitimate health and safety concerns of employee(s).

- M.3
- The Hospital, with the employee(s) consent where applicable, will inform the Union within three (3) days of any employee(s) 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 Hospital will reimburse for damages incurred to the employee(s) 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 Hospital agrees to provide training and education on the prevention of violence to all employee(s) 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 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.

M.7 Support and Counselling

The Hospital 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 – JOB-SHARING**

The Hospital and the Union mutually agree to implement job-sharing. The parties agree to discuss this Letter of Understanding during the next round of Local Issues negotiations and to move the language into the body of the Collective Agreement.

Only one (1) full-time position will be job-shared on the following basis:

N.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis.

N.2 Total hours worked by two (2) 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) employee(s) and the Director, Patient Services or designate. Job-sharers may be requested to work tours outside of the tours of the full-time position.

N.3 The above schedules shall conform to the scheduling provisions of the Collective Agreement.

N.4 Each job-sharer may exchange shifts with her or his partner, as well as with other employee(s) as provided by the Collective Agreement.

- N.5 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(s) would be required to work.
- N.6 (a) It is expected that both job-sharers will cover each other's incidental illnesses. If because of unavoidable circumstances, one cannot cover the other, the Hospital must be notified to book coverage. Job-sharers are not required to cover their partner in the case of prolonged or extended absences.
- (b) 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 F.2 of the Local Collective Agreement.
- (c) Job-sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on days when neither job-share partner is scheduled or when staffing needs continue to exist after the conditions of Article F.2 have been satisfied. For clarity, job-sharers will be called for additional unscheduled tours after part-time employee(s) have been called for the tour.
- N.7 All other provisions covering job-sharing are contained in the Central Agreement.
- N.8 Implementation
- Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- N.9 An incumbent full-time employee(s) who has had her or his request for job-sharing approved by the Director, Patient 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.
- N.10 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(s) will revert to her or his former position. If the remaining employee(s) was previously part-time, then the shared position would revert to a full-time position and be posted according to the Collective Agreement.
- N.11 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 thirty (30) days to discuss the discontinuation.

**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 employee(s).
- 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 Manitouwadge, Ontario, this 11<sup>th</sup> day of November, 2021.

FOR THE HOSPITAL

FOR THE UNION

\_"Debbie Hardy" \_\_\_\_\_

\_"Moh Murad" \_\_\_\_\_

\_\_\_\_\_

\_"Gurpinder Pal Singh" \_\_\_\_\_

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

BETWEEN:

SANTÉ MANITOUWADGE HEALTH  
(hereinafter referred to as the "Hospital")

AND:

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

RE: MENTOR SELECTION

In conjunction with Article 9.08 (c) and Appendix 7, the parties agree to the following selection process for employee(s) 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. Employee(s) interested in participating in the formal mentoring arrangement will indicate their interest in writing to their Unit Manager.

Employee(s) shall be selected for mentor positions at the discretion of the Hospital. At the request of any employee(s), 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(s) can only be involved in one (1) mentorship arrangement at a time.

DATED at Manitouwadge, Ontario, this 11<sup>th</sup> day of November, 2021.

FOR THE HOSPITAL

FOR THE UNION

\_"Debbie Hardy"\_\_\_\_\_

\_"Moh Murad"\_\_\_\_\_

\_\_\_\_\_

\_"Gurpinder Pal Singh"\_\_\_\_\_

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**LETTER OF UNDERSTANDING**  
(to be attached to and form part of the Collective Agreement)

BETWEEN:

SANTÉ MANITOUWADGE HEALTH  
(hereinafter referred to as the "Hospital")

AND:

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

RE: CCAC MY CARE PROGRAM – REGISTERED NURSE WITH THE MANITOUWADGE FAMILY HEALTH TEAM

WHEREAS, the CCAC Pilot Project has ended and the funding for the part-time registered nurse position is now permanent, the parties mutually agree to the following on a without prejudice or precedent basis:

1. The position will be posted in accordance with Article 10.07 (d) of the Collective Agreement.
2. The position will be a permanent regular part-time .3 FTE position in the My Care position within the Family Health Team.
3. The schedule will be determined by the Manitouwadge Family Health Team and is flexible. It is understood that the Manitouwadge Family Health Team may assign other nursing duties to this position in order to achieve a .3 FTE.
4. The Manitouwadge Family Health Team may schedule above a .3 FTE.
5. All aspects of the Collective Agreement will apply unless altered herein.
6. Any issues arising from the implementation of this Letter of Understanding will be discussed on an on-going basis and the parties agree to include it (and any agreed to amendments) as part of the Collective Agreement during the next round of Local negotiations.

DATED at Manitouwadge, Ontario, this 11<sup>th</sup> day of November, 2021.

FOR THE HOSPITAL

\_"Debbie Hardy" \_\_\_\_\_

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FOR THE UNION

\_"Moh Murad" \_\_\_\_\_

\_"Gurpinder Pal Singh" \_\_\_\_\_

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