

COLLECTIVE AGREEMENT

Between:

**SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES
(RN/ALLIED HEALTH)**
(hereinafter referred to as the "Employer")

And:

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

EXPIRY: JUNE 7, 2021

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APPENDIX 3 – SALARY RATES

REGISTERED NURSE		
	Effective April 1, 2020	Effective April 1, 2021
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

GRADUATE NURSE		
	Effective April 1, 2020	Effective April 1, 2021
START	\$32.29	\$32.61
1 YEAR	\$32.47	\$32.79

REGISTERED TECHNOLOGIST		
	Effective April 1, 2020	Effective April 1, 2021
START	\$30.91	\$31.22
1 YEAR	\$31.34	\$31.65
2 YEARS	\$31.48	\$31.79
3 YEARS	\$32.76	\$33.09
4 YEARS	\$34.08	\$34.42
5 YEARS	\$35.38	\$35.73
6 YEARS	\$36.67	\$37.04
7 YEARS	\$38.00	\$38.38
8 YEARS	\$39.36	\$39.75
9 YEARS	\$41.40	\$41.81
25 YEARS	\$42.23	\$42.65

SENIOR TECHNOLOGIST/SENIOR LAB TECHNOLOGIST		
	Effective April 1, 2020	Effective April 1, 2021
START	\$35.74	\$36.10
1 YEAR	\$35.98	\$36.34
2 YEARS	\$36.11	\$36.47
3 YEARS	\$37.51	\$37.89
4 YEARS	\$38.85	\$39.24
5 YEARS	\$40.27	\$40.67
6 YEARS	\$41.64	\$42.06
7 YEARS	\$43.88	\$44.32
8 YEARS	\$43.99	\$44.43
25 YEARS	\$44.75	\$45.20

CHARGE TECHNOLOGIST		
	Effective April 1, 2020	Effective April 1, 2021
START	\$37.79	\$38.17
1 YEAR	\$38.01	\$38.39
2 YEARS	\$38.16	\$38.54
3 YEARS	\$39.61	\$40.01
4 YEARS	\$41.07	\$41.48
5 YEARS	\$42.56	\$42.99
6 YEARS	\$43.99	\$44.43
7 YEARS	\$46.38	\$46.84
8 YEARS	\$46.50	\$46.97
25 YEARS	\$47.31	\$47.78

OCCUPATION THERAPIST/PHYSIOTHERAPIST		
	Effective April 1, 2020	Effective April 1, 2021
START	\$31.87	\$32.19
1 YEAR	\$33.07	\$33.40
2 YEARS	\$34.14	\$34.48
3 YEARS	\$36.32	\$36.68
4 YEARS	\$38.53	\$38.92
5 YEARS	\$40.76	\$41.17
6 YEARS	\$43.79	\$44.23
8 YEARS	\$43.90	\$44.34
25 YEARS	\$44.68	\$45.13

DIETICIAN/INTERVENTION WORKER/BSW		
	Effective April 1, 2020	Effective April 1, 2021
START	\$32.59	\$32.92
1 YEAR	\$33.34	\$33.67
2 YEARS	\$33.93	\$34.27
3 YEARS	\$35.72	\$36.08
4 YEARS	\$37.49	\$37.86
5 YEARS	\$39.25	\$39.64
6 YEARS	\$41.82	\$42.24
8 YEARS	\$41.93	\$42.35
25 YEARS	\$42.66	\$43.09

AUDIOLOGIST, PSYCHOMETRIST, MSW, SPEECH PATHOLOGIST, MENTAL HEALTH WORKER		
	Effective April 1, 2020	Effective April 1, 2021
START	\$37.18	\$37.55
1 YEAR	\$38.01	\$38.39
2 YEARS	\$38.71	\$39.10
3 YEARS	\$40.73	\$41.14
4 YEARS	\$42.75	\$43.18
5 YEARS	\$44.75	\$45.20
6 YEARS	\$47.69	\$48.17
8 YEARS	\$47.81	\$48.29
25 YEARS	\$48.65	\$49.14

TECHNICIAN 1		
	Effective April 1, 2020	Effective April 1, 2021
START	\$24.28	\$24.52
1 YEAR	\$24.34	\$24.58
2 YEARS	\$24.78	\$25.03
3 YEARS	\$25.22	\$25.47
4 YEARS	\$26.57	\$26.84
8 YEARS	\$26.63	\$26.90
25 YEARS	\$27.09	\$27.36

TECHNICIAN 2		
	Effective April 1, 2020	Effective April 1, 2021
START	\$26.94	\$27.21
1 YEAR	\$27.01	\$27.28
2 YEARS	\$27.03	\$27.30
3 YEARS	\$27.99	\$28.27
4 YEARS	\$29.47	\$29.76
8 YEARS	\$29.54	\$29.84
25 YEARS	\$30.05	\$30.35

TECHNICIAN 3		
	Effective April 1, 2020	Effective April 1, 2021
START	\$28.76	\$29.05
1 YEAR	\$28.88	\$29.17
2 YEARS	\$29.37	\$29.66
3 YEARS	\$29.91	\$30.21
4 YEARS	\$31.54	\$31.86
8 YEARS	\$31.60	\$31.92
25 YEARS	\$32.16	\$32.48

TECHNICIAN 4		
	Effective April 1, 2020	Effective April 1, 2021
START	\$32.15	\$32.47
1 YEAR	\$32.24	\$32.56
2 YEARS	\$32.26	\$32.58
3 YEARS	\$33.42	\$33.75
4 YEARS	\$35.23	\$35.58
8 YEARS	\$35.32	\$35.67
25 YEARS	\$35.93	\$36.29

TECHNICIAN 5		
	Effective April 1, 2020	Effective April 1, 2021
START	\$34.05	\$34.39
1 YEAR	\$34.15	\$34.49
2 YEARS	\$34.16	\$34.50
3 YEARS	\$35.38	\$35.73
4 YEARS	\$37.30	\$37.67
8 YEARS	\$37.40	\$37.77
25 YEARS	\$38.04	\$38.42

OCCUPATIONAL HEALTH/INFECTION CONTROL POSITION AND CLINICAL EDUCATOR POSITION		
	Effective April 1, 2020	Effective April 1, 2021
START	\$48.24	\$48.72
1 YEAR	\$49.22	\$49.71
2 YEARS	\$50.68	\$51.19
3 YEARS	\$52.22	\$52.74
4 YEARS	\$53.78	\$54.32
8 YEARS	\$53.91	\$54.45
25 YEARS	\$54.85	\$55.40

NURSE PRACTITIONER		
	Effective April 1, 2020	Effective April 1, 2021
START	\$52.40	\$52.92
1 YEAR	\$53.20	\$53.73
2 YEARS	\$54.00	\$54.54
3 YEARS	\$57.69	\$58.27
4 YEARS	\$57.95	\$58.53
5 YEARS	\$58.19	\$58.77
8 YEARS	\$58.44	\$59.02
25 YEARS	\$60.60	\$61.21

APPENDIX 4 – SUPERIOR BENEFITS**AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981**

Clause

Central Award Applicable Clause from existing Collective
(Full-time) Agreement

- 5.05 Note: 5.01 The Hospital will deduct monthly from the pay of each nurse covered by this Agreement an amount equivalent to the regular Association dues and will forward such sum to the Association before the end of the month following the month in which such deductions are made, together with a list of the names and Social Insurance Numbers of those nurses on whose behalf such deductions have been made, including those on leaves of absence, those who have terminated and those newly hired.
- 11.10 Note 2: 9.04 Where a nurse is required by the Employer to attend the Cardio Pulmonary Resuscitation Course to be held at the Hospital, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employee for time lost from work as a result of attending such course.
- 16.01 (f) 15.01 (iv) Nurses who have completed fifteen (15) or more years of service shall receive five (5) weeks of vacation at their regular rate of pay.
- 18.05 14.02 When required by the Hospital, a nurse will submit to a physical examination, stool examination and/or culture including laboratory tests and x-rays, it being understood that the expense of such shall be borne by the Hospital and without limiting the generality of the foregoing the nurses agree to submit to any examination required from time to time by the Public Hospitals' Act, R.S.O. 1970, Chapter 378 and amendments thereto and regulations passed thereunder it being understood that all findings will be kept confidential.
- 14.03 A nurse will be provided with inoculations and vaccinations required because of her/his position with the Hospital.

APPENDIX 4 – SUPERIOR BENEFITS**AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981**

Clause

Central Award Applicable Clause from existing Collective
(Part-time) Agreement

5.05 Note: 5.01 The Hospital will deduct monthly from the pay of each nurse covered by this Agreement an amount equivalent to the regular Association dues and will forward such sum to the Association before the end of the month following the month in which such deductions are made, together with a list of the names and Social Insurance Numbers of those nurses on whose behalf such deductions have been made, including those on leaves of absence, those who have terminated and those newly hired.

10 Note 2: 8.01 Probationary period for nurses shall be 60 tours worked. With written consent of the Hospital, nurse and President of the Local Association or her/his designate such probationary period may be extended. If retained after the probationary period each full-time nurse's seniority will be dated from the date of last hire. Thereafter her/his seniority will be adjusted in accordance with the accrual of seniority as set out in this Agreement. The discharge of a probationary nurse shall not be subject to grievance.

A regular part-time nurse if retained after the probationary period shall have her/his seniority determined by actual tours worked and will be counted from January 1, 1960 or the date of last hire whichever occurs last.

Note 2: Seniority lists will continue to indicate seniority accrual for casual nurses.

15.01 Note: 16.03

(c) A part-time nurse who qualifies in accordance with the Employment Standards Act and who does not work on the paid holidays will receive one day's pay at her/his regular rate.

16.04 Note: 15.02

(a) Part-time nurses shall be entitled to vacation without pay based on the length of continuous service as of May 31st in any year as follows:

- i) Nurses who have less than one (1) year of continuous service shall be entitled to a vacation without pay of 1.25 days for each completed month of service not to exceed fifteen (15) working days.
- ii) Nurses who have completed one (1) or more years of continuous service but less than three (3) years of continuous service shall receive an annual vacation of three (3) weeks without pay.

iii) Nurses who have completed more than three (3) years of continuous service but less than fifteen (15) years of service shall receive an annual vacation of four (4) weeks without pay.

iv) Nurses who have completed fifteen (15) or more years of service shall receive five (5) weeks of vacation without pay.

17.05 14.02 When required by the Hospital, a nurse will submit to a physical examination, stool examination and/or culture including laboratory tests and x-rays, it being understood that the expense of such shall be borne by the Hospital and without limiting the generality of the foregoing the nurses agree to submit to any examination required from time to time by the Public Hospitals' Act, R.S.O. 1970, Chapter 378 and amendments thereto and regulations passed thereunder it being understood that all findings will be kept confidential.

14.03 A nurse will be provided with inoculations and vaccinations required because of her/his position with the Hospital.

19.01 Note: Casual nurses will continue to accrue service for the purposes of advancement on the grid, vacation and all other related matters, e.g. transfer of status, job postings, transfers.

APPENDIX 4 – SUPERIOR BENEFITS

AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981

ALLIED HEALTH

These superior conditions are applicable only for those specified allied health bargaining unit employees who were bargaining unit employees and in the employ of the Employer at the time of signing the first Collective Agreement.

The continued application of these superior conditions will only exist for the period that these employees are employed within the bargaining unit or as may otherwise be changed with the negotiation of the Collective Agreement.

The stated entitlement(s) is applicable with the following bargaining unit employees: K. Friend, and M. Friend and will not be construed as having application to other employees.

11.07 PREGNANCY LEAVE

- (f) The supplemental unemployment benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings.

11.08 PARENTAL LEAVE

- (e) The supplemental unemployment benefit will be equivalent to the difference between ninety-three percent (93%) of her/his regular weekly earnings and the sum of her/his weekly Unemployment Insurance benefits and any other earnings.

- 17.01 (c) Vision Care to be covered to a maximum of ninety dollars (\$90) every twenty-four (24) months for paramedical and technical personnel.

APPENDIX 5 – APPENDIX OF LOCAL ISSUES

ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes the Union as the bargaining agent for all Registered and Graduate Nurses, all paramedical and technical personnel of Services de Sante de Chapleau Health Services in the Township of Chapleau, save and except supervisors and persons above the rank of supervisor.

Clarity Note:

For the purpose of clarity, the term "paramedical" and "technical" includes Occupational Therapists, Speech Therapists, Speech Pathologists, Physiotherapists, therapeutic and Administrative Dieticians, registered and non-registered Pathological Technologists, Radiological Technologists (Radiography), Radiological Technologists, (Nuclear Medicine), registered and non-registered Respiratory Technologists, registered and non-registered EEG, ECG and Ophthalmology Technicians, registered and non-registered Ultrasound Technologists, Glaucoma Technicians, Ear-Nose and Throat Technicians, Cardiovascular Technicians, Electro-Encephalographists, Electrical Shock Therapists, Laboratory Technicians, Laboratory Assistants, Electronic Technicians, Psychometrists, Pharmacists, Pharmacy Technicians, Psychologists, electromyography, inhalation therapist, speech therapists, audiometrists, renal dialysis technicians, prosthetic/orthotics, hydrotherapy technician, orthopaedic technologists, Remedial Gymnasts, Medical Records Librarians, Social Workers, Mental Health Workers, Mental Health Therapists, Alcohol Drug Counsellors, Case Managers and Child Care Workers, Nutritionists and Dental Health Educators.

"Paramedical" and "technical" personnel also includes Psychometry Technicians, Chiropodists, Prenatal Instructors, Audiologists, Research Assistants, Dental Assistants, Perfusionists, Clinical Instructors, Medical Photographer, Technical Assistants, Entrostomol Therapists, Respiratory Therapists, Hyperbaric Controllers, Hyperbaric Attendants, Health Records Administrators, Fitness Instructor, Music Therapists, Recreation Therapists, Librarian, Rehabilitation assistant, Occupational Therapy Assistants, Physiotherapy Assistants and Activation Assistants.

- A-2 Supervisor or immediate supervisor, when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT 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 fully 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, retire, 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) determine in the interest of efficient operation and highest standards of service, job rating or classification, work assignments, methods of doing the work, and the working establishment for the service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules, regulations, policies and practices, to be observed by the employees not inconsistent with the provision of this Agreement.
- (f) exercise its right and administer the Collective Agreement in a fair and reasonable manner.

B-2 It is agreed that the Hospital may exercise any of the rights, powers, functions or authorities which the Hospital had prior to the signing of this Agreement except those rights, powers, functions or authorities which are specifically abridged or modified by this Agreement and these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 The Hospital recognizes three (3) Union Stewards as per Article 6.01 (a).

C-2 Negotiation Committee

The Hospital acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of up to three (3) bargaining unit members comprised of two (2) nurses and one (1) employee from allied health.

C-3 Grievance Committee

The Hospital acknowledges the right of the Union to appoint or otherwise select three (3) bargaining unit members in the Hospital's employ to assist in the presentation of any grievance which may arise. Only two members of the grievance committee will regularly attend grievance meetings with the Employer unless otherwise mutually agreed.

C-4 Association-Hospital Committee

The parties agree to appoint an Association-Hospital Committee composed of two (2) representatives of the Local Union and two (2) representatives of the Hospital, one (1) of whom shall be the Director of Clinical Services, or designate.

C-5 The interview period in Article 5.06 will be scheduled by the Local Union. The Hospital will provide the Bargaining Unit President with the contact information of the newly hired employees for this purpose. The Hospital will also provide the newly hired employee with the contact information of the Bargaining Unit President for the same purpose. The exact time and location of the meeting will be agreed to between the Local union and the new employee.

- C-6 There will be a Professional Development Committee comprised of not more than three (3) members of the bargaining unit. One of these members will be the Bargaining Unit President or designate.
- C-7 The Employer will pay any member of the Bargaining Unit Executive at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours to a maximum of two (2) days (15 hours) per month.
- C-8 When a nurse/allied health worker is transferred to a position out of the Bargaining Unit under Article 10.10, the Bargaining Unit President will be notified of the following:
- (a) the name of the nurse or allied health worker
 - (b) the date on which her/his transfer is effective
 - (c) the date on which she/he returns to the Bargaining Unit.
- C-9 Payment for identified members on days off at HAC Meetings
- The Bargaining Unit President/designate will identify to the Hospital which committee members require payment under Article 6.03 (e) at each Hospital Association Committee meeting.

ARTICLE D - SCHEDULING REGULATIONS

- D-1 7½ Hour Tour - Nursing
- (a) Schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work, without days off as long as eight (8) days off are scheduled at least each twenty-eight (28) days. In any four (4) week period, at least four (4) consecutive days off must be scheduled.
 - (b) Tour schedules and days off will be posted at least two (2) weeks in advance and shall cover a six (6) week period. Copies of schedules will be provided to the Union upon request. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.
 - (c) Requests for change in posted time schedules must be approved by the Hospital. Such requests will be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty.
 - (d) The Hospital will schedule each nurse at least every third weekend off.
 - (e) A period of at least two (2) consecutive tours off shall be scheduled between a change of tours and at least 40 hours time off shall be scheduled following night duty. A shorter period of time between changes of tour may be scheduled by mutual consent. A nurse will not be required to change tours of duty more than once during a work week.

- (f) Not more than 2 consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed.
- (g) The midnight shift is the last shift of the day and the work week shall be considered to be from Monday to Monday.
- (h) The scheduling regulations set out herein may be waived between December 15th and January 15th so that a nurses will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's.
 - i) Time off at Christmas shall include Christmas Eve day, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve day and New Year's Day.
 - ii) The Hospital will post a request list by September 15th at 0900 hours.
 - iii) Nurses will record their preferences for Christmas or New Year's time off and any requests for specific time off by October 15th.
 - iv) Preferred time off will be granted on the basis of seniority. Once all staff has been scheduled for the required number of days off, requests for vacation, paid holidays and lieu time will be considered in this order of preference.
 - v) The Hospital will post the Christmas/New Year's schedule not later than November 1st.
 - vi) The Hospital will explain to nurses the reasons for denial of any requests. Requests will not be unreasonably denied.
 - vii) Following the posting of the schedule, nurses may submit written requests for vacation, paid holidays, lieu time or exchange of tours under Article D-1 (c) or D-3 (g).
- (i) A nurse will receive the appropriate premium pay in accordance with Article 14 for all hours worked on a third (3rd) consecutive and subsequent weekend 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 shifts with another nurse.
- (j) For the purpose of scheduling, "weekend" shall be from the completion of dayshift Friday until the beginning of dayshift Monday.
- (k) A request for exchange in posted time schedules by a nurse may be considered by the Hospital. Such request must be submitted in writing, state the specific dates and tours of duty being exchanged and be signed by both nurses. Such request will not be unreasonably denied.

D-2 Master Schedule - Nursing

The Hospital agrees to discuss with the Hospital-Association Committee any proposed changes to the Master Schedule.

D-3 Extended Tour - 11¼ Hour Tour - NURSING

- (a) Tour schedules and days off will be posted at least two (2) weeks in advance and shall cover a six (6) week period. Copies of schedules shall be provided to the Union upon request. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.

A response to such requests will be confirmed when the time sheet is posted.

- (b) Nurses will not be scheduled to work more than three (3) consecutive tours.
- (c) i) At least twelve (12) hours will be scheduled off between shifts.
- ii) Full-time/Regular Part-time

All posted master schedule rotations will provide a minimum of forty-eight (48) hours off following a night shift when changing to a day shift.

- (d) Split tours will not be scheduled and paid holidays or days in lieu thereof, shall not be used to change tours. A nurse will not be required to change tours of duty more than once during a work week.
- (e) Not more than two (2) consecutive weeks will be scheduled on nights unless otherwise mutually agreed.
- (f) Every second weekend will be scheduled off. A weekend shall be sixty (60) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- (g) A request for exchange in posted time schedules by a nurse may be considered by the Hospital. Such request must be submitted in writing, state the specific dates and tours of duty being exchanged and be signed by both nurses. Such request will not be unreasonably denied.
- (h) It is understood that any of the above scheduling regulations may be waived by mutual consent.

Where the hospital asks and the nurse agrees to change tours of duty or do additional tours, this is not to be construed by the hospital as an agreement to be a waiver of premium pay where applicable.

- (i) The scheduling regulations set out herein may be waived between December 15th and January 15th so that a nurse will be scheduled off work for not less than six (6) consecutive days at either Christmas or New Year's. The Hospital will endeavour to provide seven (7) or more days off subject to the availability of staff.

- i) Time off at Christmas shall include Christmas Eve day, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve day and New Year's Day.
 - ii) The Hospital will post a request list by September 15th at 0900 hours.
 - iii) Nurses will record their preferences for Christmas or New Year's time off and any requests for specific time off by October 15th.
 - iv) Preferred time off will be granted on the basis of seniority. Once all staff have been scheduled for the required number of days off, requests for vacation paid holidays and lieu time will be considered in this order of preference.
 - v) The Hospital will post the Christmas/New Year's schedule not later than November 1st.
 - vi) The Hospital will explain to nurses the reasons for denial of any requests. Requests will not be unreasonably denied.
 - vii) Exchange of tours will be allowed in accordance with Article D-1 (c) or D-3 (g).
- (j) Full-time and regular part-time nurses will receive premium pay as provided for in Article 14.03 for all hours worked on a second and subsequent consecutive weekend, 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 shifts with another nurse; or
 - iv) when specific nursing units have mutually agreed to do otherwise.
- (k) Introduction and discontinuation of a compressed work week (extended tour).
- i) A compressed work week shall be introduced into any unit when:
 - a) eighty per cent (80%) of the nurses in the unit so indicate by secret ballot; and
 - b) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
 - ii) A compressed work week may be discontinued in any unit when:
 - a) fifty-five per cent (55%) of the nurses in the unit so indicate by secret ballot;

or

- b) the Hospital because of
 - (i) adverse effects on patient care,
 - (ii) inability to provide a workable staffing schedule,
 - (iii) when the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the compressed work week in the schedule.

- iii) When notice of discontinuation is given by either party in accordance with paragraph 2 above, then:
 - a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - b) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (l) The Employer will endeavour to schedule fifty percent (50%) of the hours of a nurse on the day shift.
- (m) For purposes of clarity paid and unpaid relief time will be scheduled as follows:
 - 15 minute relief period - paid
 - 30 minute meal period - unpaid
 - 15 minute relief period - paid
 - 30 minute meal period - 50% paid and 50% unpaid
- (n) Should the Hospital breach scheduling regulations in D-3 (b) (c) and (d), premium pay as provided for in Article 14.03 will be paid to the nurse(s).

D-4

Part-time Commitment - Nursing

- (a) Regular part-time nurses must make the following commitment to be available for work on a regular pre-determined basis as referred to in Clause 2.05 of the Collective Agreement. Nothing in this provision is considered a guarantee that the employee will be scheduled to work according to this commitment, nor is it a restriction as to the maximum time allowed to be worked by an employee.
 - i) Available to work at least two normal tours per week or three extended tours in a pay period;
 - ii) To be available eleven (11) months of the year with the understanding that the equivalent of one (1) month will be worked during the period of July and August.

- iii) Available to work five (5) recognized holidays during the year other than Christmas or New Year's;
 - iv) Available to work as scheduled over either Christmas or New Year's period subject to Regulation D-1 (h) or D-3 (i);
 - v) Available to work every second weekend. A weekend shall be defined, for purposes of this Article, as the sixty (60) consecutive hour period beginning upon the completion of the Friday day shift and ending upon the commencement of the Monday day shift.
 - vi) Available to work two (2) of the three (3) shifts in the day.
- (b) Part-time nurses are required to submit their availability to management no later than four (4) weeks in advance of the effective date of the upcoming schedule. Should any nurse fail to submit their availability, they shall be deemed to be available only up to the commitment in D-4 (a).
 - (c) Casual part-time nurses, that is, those nurses who work on a 'call' or 'short-notice basis' whose employment may vary in length from day to day and week to week, but whose pay for any one day may not be less than four (4) hours unless otherwise agreed in writing by the nurse, the Employer, and the Union.

D-5

Part-time Scheduling - Nursing

- (a) The Hospital agrees to schedule regular part-time nurses up to their commitment, by seniority, on the posted schedule in each department. Any available additional shifts above commitment will be scheduled by seniority based on submitted availability.
- (b) Where extra tours become available after the schedule has been posted, they will first be offered on the basis of seniority to regular part-time nurses in each department provided that no nurse will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time who have not been offered their commitment of shifts.
- (c) Where all regular part-time nurses have been given the opportunity to work up to their committed tours, extra tours will be offered to regular part-time nurses on the basis of seniority.
- (d) Where no regular part-time nurse is willing to perform the work available, the tour will be offered to casual nurses on the basis of seniority.
- (e) It is recognized that the Hospital shall not be required to assign or offer any hours which may result in overtime premium pay.
- (f) An error in the above mechanism for shift distribution initiated by a local member will be resolved by offering the aggrieved employee a shift as an extra employee at a mutually agreed to time. Such shift will not result in premium pay.

An error in the above mechanism for shift distribution initiated by the Employer will result in the aggrieved employee being paid and receiving seniority and service for the missed shift.

When a nurse is assigned to work an extra shift and an absence subsequently arises on that shift which requires a call-in replacement of a regular part-time nurse, the Hospital will not assign the extra nurse to the available work.

D-6 SCHEDULING REGULATIONS - Paramedical and Technical Personnel

- (a) Schedules may be agreed upon to provide more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work, without days off, as long as eight (8) days off are scheduled at least each twenty-eight (28) days.
- (b) Tour schedules, call schedules, and days off will be posted at least two (2) weeks in advance and shall cover a six (6) week period. Copies of schedules will be provided to the Union upon request. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.
- (c) A period of at least two (2) consecutive tours off shall be scheduled between a change of tours.
- (d) For the purpose of scheduling, "weekend" shall be from 1600 Friday to 0800 Monday.
- (e) A request for exchange in posted time schedules by an employee may be considered by the Hospital. Such request must be submitted in writing, state the specific dates and tours of duty being exchanged and be signed by both employees. Such request will not be unreasonably denied.
- (f) If a schedule other than the existing schedule is to be introduced, a meeting will be held with the Union to negotiate language regarding scheduling provisions.
- (g) Every second weekend shall be scheduled off.
- (h) Full-time and regular part-time paramedical and technical personnel will receive premium pay as provided for in Article 14.03 for all hours worked on a second and subsequent consecutive 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; or
 - iv) when specific units have mutually agreed to do otherwise.

ARTICLE E - VACATIONS

- E-1 The vacation year is from May 1 to April 30 in any year.
- E-2
- (a) Vacations may be taken at any time of the year subject to the approval of the Director of Clinical Services or designate. Vacations shall not be unreasonably withheld.
 - (b) The Hospital will schedule the weekend off prior to the commencement of vacation where possible.
 - (c) Prior to leaving on vacation, employees shall be notified of the date and time at which to report for work following vacation.
 - (d) Employees shall be given preference with respect to their vacation periods in accordance with their seniority.
 - (e) Vacation requests for the months of May, June, July and August must be presented by noon March 1st. A list of approved vacations will be posted by April 1st by the Director of Clinical Services or designate. Vacation shall not be unreasonably withheld.
 - (f) Vacation requests for any other time of the year shall be submitted in writing at least five (5) weeks in advance of the requested time. The Hospital shall reply in writing within two (2) weeks of receipt of the request.
 - (g) The summer schedule including all vacation scheduled for July and August will be posted no later than May 15th.
 - (h) Vacation accrual not to exceed eighteen (18) months, otherwise to be paid.
- E-3 Part-time employees shall be entitled to vacation without pay based on the length of continuous service as of December 31st in any year.
- E-4 Part-time employees shall be paid vacation pay for the period January 1st to December 31st of the current year. Vacation pay will be paid out in December on a separate cheque.
- E-5 Vacation lists for paramedical employees are separate from the nursing department.

ARTICLE F - PAID HOLIDAYS

- F-1 The Hospital recognizes the following days as paid holidays:
- | | |
|------------------------------|-------------------------------------|
| New Year's Day - January 1st | 3rd Monday in February – Family Day |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day - July 1st |
| August Civic Holiday | Labour Day |
| Thanksgiving Day | Remembrance Day - November 11 |
| Christmas Day - December 25 | Boxing Day - December 26 |
- F-2 Effective September 10, 2018, only hours worked between 0000hrs and 2359hrs on a holiday shall be deemed to be work performed on the holiday.

F-3 An employee who qualifies for a lieu day under Article 15 of the Central Agreement shall be granted a lieu day to be taken within ninety (90) days following the holiday at a mutually agreeable time, or else the hospital will pay the employee in accordance with Article 15.03. This provision is subject to the last paragraph of this clause concerning a staffing shortage.

The Hospital may grant a lieu day up to thirty (30) days in advance of the paid holiday subject to the following conditions:

- (a) the Hospital must have sufficient staff available to meet the requirements of safe patient care;
- (b) the request will be considered when the employee does not have lieu days owing;
- (c) the employee must qualify for the lieu day pursuant to Article 15.02 of the central agreement. Should the employee fail to qualify pursuant to Article 15.02, the Hospital shall deduct one (1) day's pay from the employee.

In the event of a staffing shortage which prevents lieu days from being scheduled at a mutually agreeable time, the time limit will be extended.

ARTICLE G - MISCELLANEOUS

G-1 The Hospital will provide bulletin board space for the posting of notices related to Union business. All such notices shall be approved and initialled by a member of the local union executive.

G-2 Notification to Unsuccessful Job Applicants

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

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

G-3 Electronic Grievance Forms

- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- (c) Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.
- (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the grievor.

- (f) 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.

G-4 Electronic Professional Responsibility Workload Reporting Forms

- (a) 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
- (b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- (c) Electronic PRWRFs may be sent, via email, to the applicable manager or designate.
- (d) The electronic signature of the Union Executive or Labour Relations Officer will be accepted as the original signature.
- (e) The union undertakes to get a copy of the electronic version signed by the employee(s).
- (f) 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.

ARTICLE H - CARDIO PULMONARY RESUSCITATION COURSE

- H-1 Where an employee is required by the Employer to attend the Cardio Pulmonary Resuscitation Course, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employee for time lost from work as a result of attending such course. If an employee is required to attend the Cardio Pulmonary Resuscitation course outside of work hours, she or he shall be paid for all spent at the course at her or his regular straight time hourly rate.

ARTICLE I - UNION LEAVE

- I-1 The Hospital will grant leave of absence without pay to bargaining unit members appointed by the Union to attend Union functions provided that the number of bargaining unit members on such leave does not exceed two (2) bargaining unit members at any one time. The hospital will endeavour to allow an additional bargaining unit member union leave upon request when scheduling permits. The total time of absence for all bargaining unit members granted under this clause shall not exceed an aggregate of fifty (50) days in a calendar year and providing the granting of such leave does not interfere with the efficient operations of the Hospital. A bargaining unit member who is on a scheduled day off on a day that she/he is required to attend Union functions will, if she/he so requests and where possible, be granted an alternate day off without pay at a mutually agreeable time. The original scheduled day off will then be treated as a leave of absence for Union business under 11.02. Employees shall notify the hospital of their request for union leave at least ten (10) days in advance when possible.

I-2 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position, whenever possible.

ARTICLE J - SENIORITY LISTS

J-1 A copy of the seniority list as at the pay period ending immediately prior to December 1st and June 1st, as provided in Article 10.02 will be provided to the Labour Relations Officer, the Bargaining Unit President and will be posted on the Union's bulletin boards by December 8th and June 8th of each year.

ARTICLE K - PRE-PAID LEAVE PLAN

K-1 One (1) member of the bargaining unit will be eligible to enrol in the pre-paid leave plan referenced in Article 11 each year.

ARTICLE L - WORKERS' SAFETY & INSURANCE BOARD/MODIFIED WORK PROGRAM

L-1 The Hospital will notify the local president of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.

The Hospital will provide to the Union, a monthly list of all employees on modified work programs at the beginning of each month.

L-2 With the employee's consent, the Hospital will inform the Union Representative to the Occupational Health and Safety Committee as soon as possible when such employee has been assaulted or injured while performing her/his work.

L-3 When it has been medically determined that an employee 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 local executive to discuss the circumstances surrounding the employee's return to suitable work.

L-4 Modified Work/Return to Work Programs

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

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles and the Hospital's Modified Work policy:

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.

- (b) A nurse participating in this program on a temporary basis, will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher. In the event it is determined that a nurse requires permanent alternate work, they will be paid the usual rate for the position.
- (c) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered, if available, alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (d) In order to return a worker with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to, modifications to the job or work station, reorganization of the work, and/or retraining of the worker in order to perform the essential duties of the pre-injury job or alternative work.

L-5 The Hospital agrees to provide the Union and the employee with a copy of the Workers' Safety & Insurance Board Form 7 at the same time as it is sent to the Board.

L-6 Return to Work Meeting

The Hospital and the union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful and physically and psychologically safe for them and valuable to the Hospital and to meeting the parties' responsibilities under the law.

To that end, the parties agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all is essential to the success of the process.

A Return to Work (RTW) meeting, in order to establish a Temporary Transitional Work Plan (TTWP), will occur after the Employer is in receipt of medical information to support a RTW. Invited to attend the RTW meeting will be Human Resources, Occupational Health, Manager, employee and Union representative. A RTW meeting may not be required in cases where the employee is cleared to return to full duties, without restrictions or limitations.

ARTICLE M - VIOLENCE IN THE WORKPLACE

M-1 (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 he/she or another person is at risk of physical and/or psychological injury of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the situation.

(b) Violence Policies and Procedures

The Hospital agrees, in consultation with the Joint Health and Safety Committee to have in place explicit policies, measures, procedures and training in place to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policy, measures and program shall be part of the employee's health and safety program and written copies shall be provided to each employee at the time of hire. All employees shall receive training on the Employer's violence policy, measures and procedures.

Prior to implementing any changes to these policies, measures, procedures and training, the Employer agrees to consult with the Union and the Joint Health and Safety Committee.

The Employer agrees to conduct initial and ongoing risk assessments of the workplace in consultation with the Joint Health and Safety Committee. The Employer will provide a written copy of the risk assessments to the Joint Health and Safety Committee.

(c) Notification to the Association

The Hospital will inform the Joint Health and Safety Committee and the union in writing of all incidents related to violence within four (4) days. For all injuries, as a result of violence, the Employer will notify the JHSC and the union immediately and in writing within 48 hours. Such notices will contain all the information as prescribed in Section 5 of the Health Care Regulation.

(d) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff. The Employer, in conjunction with the Joint Health and Safety Committee, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

(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. 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 education, training, information and instruction, developed in consultation with JHSC, on the violence prevention and harassment policies, measures, procedures and programs and on prevention of violence to all employees, including domestic violence

that can spill over into the workplace. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(g) Support and Counselling

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

M-2 Damage to Personal Property

The hospital will provide reimbursement for replacement of damages incurred to the employee's personal property, such as eyeglasses, contact lenses, etc ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.

The employee will endeavour to present her or his claim to the Employer within 48 hours after the event, unless it was impossible for her or him to do so during this period.

M-3 Advise Workers about a Person with a History of Violent Behaviours

- (a) The Employer and the Union recognize the Employer'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 behaviour.
- (b) The Employer in consultation with the JHSC 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 behaviour.
- (c) These measures and procedures will be re-evaluated annually in consultation with the JHSC/HSR.

M-4 WSIB Surcharge Rebate Info

Within a week of receipt of the information, the Employer shall provide the JHSC with any and all information about surcharges and/or rebates from WSIB under their NEER program. The Employer will consider recommendations from the JHSC for the use of any rebate money.

ARTICLE N - PREMIUM PAYMENT

- N-1 (a) For purposes of Article 14.10 of the Collective Agreement, the evening tour will be:
- i) from 1500 hours to 2300 hours for registered and graduate nurses; and,

- ii) from 1600 hours to 2400 hours for all other employees covered under this agreement.
- (b) For purposes of Article 14.10 of the Collective Agreement, the night tour will be:
 - i) from 2300 hours to 0700 hours for registered and graduate nurses, and;
 - ii) from 2400 hours to 0800 hours for all other employees covered under this agreement.

N-2 In accordance with Article 14.09 of the central document, where an employee chooses equivalent time off, such time off must be taken within ninety (90) days of the worked overtime at a mutually agreeable time or the accumulated lieu time will be paid out to the employee.

ARTICLE O - LIEU TIME

O-1 In accordance with Article 14.09 of the central document, where a full-time or regular part-time employee chooses equivalent time off, such time off must be taken within ninety (90) days of the worked overtime at a mutually agreeable time or the lieu time will be paid out to the employee. Any hours remaining in the lieu time bank at the end of the fiscal year will be paid out on the last pay cheque prior to March 31st of the year.

In the event of a nursing staffing shortage which prevents the employee from taking her/his time owing at a mutually agreeable time, the time limits will be extended.

Upon request, the Employer will show the employee her/his lieu time owing and the date earned.

A staffing shortage occurs when there are vacancies representing more than 10% of the scheduled hours in the nursing bargaining unit, for more than one month. The shortage will be considered over one month following when the vacancies, if any, represent less than 10% of the scheduled hours in the nursing bargaining unit.

Lieu time when to be paid, will be first communicated with staff prior to initiating payment as per the Collective Agreement terms.

ARTICLE P - JOB SHARING

P-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 request 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) employees and the Assistant Executive Director, Development and Patient Care Services.

- (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/his partner, as well as with other employees 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 employee 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 Nursing Unit Supervisor must be notified to book coverage. Job sharers are not required to cover their partner in the case of prolonged or extended absences.
- ii) Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Central Agreement:

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 Assistant Executive Director, Development and Patient Care Services, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

(g) 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.

- (h) Any incumbent full-time employee wishing to share her/his position, may do so without having her/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.
- (i) If one of the job sharers leaves the arrangement, her/his 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 employee will have the option of continuing the full-time position or reverting to the part-time position. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

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 Q - BENEFITS**Q-1** Voluntary Part-time Benefits - Process for payment

The Employer agrees to provide part-time nurses with the option of voluntary participation in the insured group health and welfare benefit programs, EHC, dental and semi-private as set out in Article 17, in accordance with the terms and eligibility requirements of the plans. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums. Participants must sign a commitment to enrol in the benefit(s) for a minimum of one (1) year.

Any part-time nurse who wishes to participate and meets the eligibility requirements of the plan will provide 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 part-time nurses on the plan in January of each year, and each time the benefit costs are renegotiated by the Employer. This notification will only occur when there are part-time nurses on the plan.

Q-2 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.

SIGNING PAGE

DATED AT “CHAPLEAU”, ONTARIO THIS “7” DAY OF “OCTOBER”, 2020.

FOR THE EMPLOYER

FOR THE UNION

“N. Comte”

“A. Furlott”
Labour Relations Officer

“M. Leishman, BUP”

LETTER OF UNDERSTANDING

Between:

**SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES
(RN/ALLIED HEALTH)
(referred to as the "Employer")**

And:

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

Re: Master Schedule

The parties agree that the intent of the letter of understanding new twelve (12) week master was to allow the nursing staff to work a schedule composed entirely of extended tours without the premium for overtime being paid for the additional 3.75 hours per pay period.

The Employer agrees to discuss with the Hospital-Association Committee any proposed changes to the Master Schedule.

The Bargaining Unit President will be provided with a copy of the Master Schedule.

DATED AT “CHAPLEAU”, ONTARIO THIS “7” DAY OF “OCTOBER”, 2020.

FOR THE EMPLOYER

FOR THE UNION

“N. Comte”

“A. Furlott”
Labour Relations Officer

“M. Leishman, BUP”

LETTER OF UNDERSTANDING

Between:

**SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES
(RN/ALLIED HEALTH)**
(referred to as the "Employer")

And:

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

Re: Radiology

This Letter of Understanding will be attached to and form part of this Collective Agreement and subsequent Collective Agreements as they are negotiated.

- (a) Both of the current positions in the Radiology Department will be recognized as bargaining unit positions and will be posted as such in the event of a future vacancy. The provisions of the Hospital Central Collective Agreement and the Appendices of Local Issues will apply except as amended in this Letter of Understanding.
- (b) The two positions in Radiology will be considered a job share arrangement and the staff members will divide the work equally.
- (c) The regular hours in this job share arrangement will be 7.5 hours per day or 37.5 hours per week. The available hours will be shared equally on an annual basis and the job sharers will normally work two weeks out of every four unless one member of the arrangement is absent. When scheduled to work on any day, that staff member will be available for twenty-four (24) hours and will not receive stand by or call back pay.
- (d) Each member of this job share arrangement will work a total of twenty-six (26) weeks per year and will receive the equivalent of full-time (52 weeks) salary in each calendar year.
- (e) The members of this job share arrangement will not be entitled to any vacation time, but will arrange time off with each other.
- (f) In that each member of this job share arrangement will be paid the equivalent of full-time salary and will be scheduled to work only twenty-six (26) weeks per calendar year, there will be no additional compensation for vacation time, stand by or call back unless one member of the job share is working full-time hours to cover a leave of absence required by the other member of the job share arrangement.
- (g) If one member of the job share arrangement is absent as a result of pregnancy/parental leave, sick leave, personal leave or on any other approved leave of absence, the remaining member of the job share arrangement may choose to work full-time during the period of absence and will then be covered by the Collective Agreement as a full-time employee for stand by, call in, vacation, sick leave and any other provision that relates to full-time employees.

- (h) The members of the job share arrangement will be eligible for all benefits that a full-time staff member is entitled to under the Collective Agreement.
- (i) Casual sick time of three days or less should be provided for in the working schedule. Absences for longer periods will be covered under the Hospital regular sick leave plan (HOODIP).
- (j) If both or either halves of this job share position become(s) vacant in the future, the Employer will post the position as a regular part-time position and the successful applicant will be covered by the terms of the Collective Agreement that relate to part-time staff members unless otherwise agreed to by the Union.
- (k) The master schedule will rotate on a weekly basis unless mutually agreed otherwise. Any changes to the master schedule will be made upon a mutually traded arrangement using the organization’s Request for Shift Exchange form.
- (l) The Christmas/New Year holiday will alternate each year unless mutually agreed otherwise. The Christmas holiday for the purpose of this agreement is defined as December 24, 25, 26, and 27th. The New Year holiday for the purpose of this agreement is defined as December 30, 31, January 1, and 2nd.

DATED AT “CHAPLEAU”, ONTARIO THIS “7” DAY OF “OCTOBER”, 2020.

FOR THE EMPLOYER

FOR THE UNION

“N. Comte”

“A. Furlott”
Labour Relations Officer

“M. Leishman, BUP”

LETTER OF UNDERSTANDING

Between:

**SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES
(RN/ALLIED HEALTH)**
(referred to as the "Employer")

And:

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

Re: Wage Grids for Occupational Health/Infection Control Position and Clinical Educator
Position

These are composite positions. Incumbents will be scheduled full-time hours from a combination of a staff nurse and the above positions.

The current composite position for Occupational Health/Infection Control is a combination of 0.2 FTE staff nurse and 0.8 of the above positions. Any change to this combination will require discussion with the Union in advance of the change.

The current composite position for Clinical Educator is a combination of 0.5 FTE staff nurse and 0.5 of the above positions. Any change to this combination will require discussion with the Union in advance of the change.

Grid movement on the grid for Occupational Health/Infection Control Position and Clinical Educator will be based on the total combination of hours worked and the provisions of Article 13 of the Central Collective Agreement.

There will be two (2) separate lieu time banks – one for hours accumulated in the position of Occupational Health/Infection Control Position or Clinical Educator and the other for the hours accumulated in the staff nurse position. Each bank will be paid out at the applicable rate.

One hundred percent (100%) of vacation and statutory holidays will be paid at the rate and classification of Occupational Health/Infection Control and Clinical Educator.

Payment of sick hours will be compensated as per master schedule. Extended sick leave will be compensated at the composite combination in place at the time of the leave.

DATED AT “CHAPLEAU”, ONTARIO THIS “7” DAY OF “OCTOBER”, 2020.

FOR THE EMPLOYER

FOR THE UNION

“N. Comte”

“A. Furlott”

Labour Relations Officer

“M. Leishman, BUP”

LETTER OF UNDERSTANDING

Between:

**SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES
(RN/ALLIED HEALTH)**
(referred to as the "Employer")

And:

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

Re: Nurse Practitioner

The parties agree to the following:

1. Nurse Practitioner positions at the Employer's location on Broomhead Road in Chapleau, Ontario will be included in the bargaining unit in accordance with Article A-1;
2.
 - (a) The normal hours of work for this position will be 7.5 hours per day excluding meal time. Due to the nature of the work of the Nurse Practitioner, there will be flexible scheduling of hours in accordance with patient load. This flex schedule will be approved by her/his Supervisor and by the Department Head and shall not exceed 37.5 hours per week. Any need for overtime compensation or any self-scheduling that would result in an additional cost to the Employer will be discussed with an approved by his/her manager prior to it being incurred.
 - (b) Any hours in excess of 37.5 hours per week shall be paid in accordance with Article 14 on Premium Payment, or may be banked as lieu time in accordance with Article N-2 of the Appendix of Local Issues.
 - (c) Hours worked in excess of one thousand nine hundred and fifty hours (1,950) hours in a year, may be taken as time in lieu at the rate of time and one half in accordance with Article N-2 of the Appendix of Local Issues. The Nurse Practitioner and his/her manager will review the hours of work on a quarterly basis. Should a Nurse Practitioner be unable, due to patient care responsibilities, to utilize time in lieu, arrangements will be made with the manager to address this situation or accumulated lieu time may be paid out in accordance with Article N-2 of the appendix of Local Issues.

DATED AT “CHAPLEAU”, ONTARIO THIS “7” DAY OF “OCTOBER”, 2020.

FOR THE EMPLOYER

FOR THE UNION

“N. Comte”

“A. Furlott”

Labour Relations Officer

“M. Leishman, BUP”

LETTER OF UNDERSTANDING

Between:

**SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES
(RN/ALLIED HEALTH)**
(referred to as the "Employer")

And:

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

Re: ESA Agreement for Excess Hours

ONA agrees that the employer may exceed the hours of work limitations set out in Section 17(1)(b) of the Employment Standards Act, 2000, but only for the following purpose and to the following extent:

- (a) The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule over a standard 12 week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time employees and an average of no more than 75 hours in two weeks for part-time employees.
- (b) The Union agrees to average such scheduled hours over the same 12 week period for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the Act.
- (c) The Union agrees that employees may be asked to work more than their regular scheduled hours in a work day despite the limits set out in Section 18(1), (2), (3), and (4) of the Act. Each employee has the right to refuse the request to work beyond the limits in Section 18(1), (2), (3), and (4) subject to the emergency provisions of Section 19 of the Act.
- (d) The Union agrees that employees may be asked to work hours which provide less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceeds 13 hours. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (e) The Union agrees that employees may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than 48 hours in a week, up to a limit of 60 hours in a week. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (f) With the exception of allowing the averaging of weekly hours for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the Act this agreement shall not be interpreted to disentitle an employee to any other premium payment under any other provision of the Collective Agreement.

DATED AT “CHAPLEAU”, ONTARIO THIS “7” DAY OF “OCTOBER”, 2020.

FOR THE EMPLOYER

FOR THE UNION

“N. Comte”

“A. Furlott”

Labour Relations Officer

“M. Leishman, BUP”

LETTER OF UNDERSTANDING

Between:

**SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES
(RN/ALLIED HEALTH)
(referred to as the "Employer")**

And:

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

Re: Diabetes Education and Staff Nursing Composite Position

The current Diabetes Education/Nursing composite position is a combination of 56.25 hours scheduled as staff nurse and 22.5 hours scheduled of Diabetes Education biweekly, intended to provide a full-time employment opportunity.

Any change to the above combination will require discussion and agreement with the Union in advance of the change. Agreement shall not be unreasonably withheld.

The parties agree that when the incumbent vacates the composite position, the resulting vacancies will be returned to part-time.

Grid movement on the grid for the Diabetes Educator and staff nurse position will be based on the total combination of hours worked and the provisions of Article 13 of the Central Collective Agreement.

Payment of sick hours will be compensated as per master schedule.

This shall take effect September 10, 2018.

DATED AT "CHAPLEAU", ONTARIO THIS "7" DAY OF "OCTOBER", 2020.

FOR THE EMPLOYER

FOR THE UNION

"N. Comte"

"A. Furlott"

Labour Relations Officer

"M. Leishman, BUP"

LETTER OF UNDERSTANDING

Between:

**SERVICES DE SANTE DE CHAPLEAU HEALTH SERVICES
(RN/ALLIED HEALTH)**
(referred to as the "Employer")

And:

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

Re: Permanent Full-Time Team Leader RN Position

The parties agree to the following:

The incumbent will work 75 hours bi-weekly. The shifts will include six (6) ten and one half (10.5) hour shifts and two (2) ten (10) hour shifts, inclusive of a one (1) hour unpaid meal break. The following will be the schedule in a two week period:

Week 1: Tuesday to Friday
Week 2: Monday to Thursday

All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year. In order to accommodate this, the following must occur:

A) The Employer and employee mutually agree that the Employer shall distribute all statutory holidays in the schedule. To make up the additional hours required, the employee may choose to use vacation time instead of being scheduled.

If the employee chooses to work the required hours, the following will apply:

- i) Every quarter, the employee will be required to submit their request for when their additional required hours will be scheduled.
- ii) These additional hours will be scheduled on a Monday or Friday and will be paid at straight time.

B) With approval of the manager, the employee will be permitted to request to flex her time with work exceeding seventy-five (75) hours in a pay period banked at straight time.

C) Tour schedules will be posted at least two (2) weeks in advance and shall cover a six (6) week period.

D) At least twelve (12) hours will be scheduled between tours.

E) All other scheduling provisions contained in Article D are applicable.

This agreement is without prejudice or precedent to any other agreements between the parties. Either party may provide ninety (90) days written notice of withdrawal of their agreement to this agreement.

DATED AT “CHAPLEAU”, ONTARIO THIS “7” DAY OF “OCTOBER”, 2020.

FOR THE EMPLOYER

FOR THE UNION

“N. Comte”

“A. Furlott”

Labour Relations Officer

“M. Leishman, BUP”
