

COLLECTIVE AGREEMENT

between

SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: JUNE 7, 2021

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	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
NURSE WITH A TEMPORARY REGISTRATION			
Start	\$32.16		\$32.48
EDUCATIONAL CO-ORDINATOR			
Start	\$36.21		\$36.57
1 Year	\$36.36		\$36.72
2 Years	\$36.95		\$37.31
3 Years	\$38.77		\$39.16
4 Years	\$40.61		\$41.02
5 Years	\$42.92		\$43.35
6 Years	\$45.19		\$45.65
7 Years	\$47.49		\$47.97
8 Years	\$50.88		\$51.38
25 Years	\$51.81		\$52.33
HEAD NURSE			
Start	\$35.74		\$36.10
1 Year	\$35.98		\$36.34
2 Years	\$36.50		\$36.86
3 Years	\$38.36		\$38.75
4 Years	\$40.13		\$40.54
5 Years	\$42.38		\$42.80
6 Years	\$44.62		\$45.06
7 Years	\$46.87		\$47.34
8 Years	\$50.23		\$50.73
25 Years	\$51.13		\$51.64
O.R./C.S.R. NURSE			
Start	\$34.33		\$34.68
1 Year	\$34.75		\$35.10
2 Years	\$35.18		\$35.53
3 Years	\$36.97		\$37.34
4 Years	\$38.75		\$39.14
5 Years	\$40.90		\$41.31
6 Years	\$43.09		\$43.52
7 Years	\$45.26		\$45.71
8 Years	\$48.48		\$48.97
25 Years	\$49.33		\$49.83

APPENDIX 4**SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE****SUPERIOR CONDITIONS**1. **Ambulance Escort**

In accordance with the NOTE to Article 14.11 of the Collective Agreement, where the number of hours spent by a full-time nurse in return travel on ambulance escort duties are such that the nurse's daily or weekly regular hours are exceeded, such excess hours shall be paid at time and one-half the nurse's hourly rate. If these excess hours are worked on a paid holiday, the nurse will be paid at double time as per Article 14.04 of the Award.

2. **Paid Holidays**

(a) In accordance with the NOTE to Article 15.01 of the Part-Time Award, the following paid holidays shall be recognized by the Hospital:

New Year's Day	August Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Remembrance Day
Christmas Day	Family Day
Boxing Day	

(b) If a part-time nurse works on any of the aforementioned designated holidays, she or he shall be paid at time and one-half her or his regular straight time hourly rate for all hours worked on such holiday. Part-time nurses meeting the qualifications of the Employment Standards Act 1974, shall be paid in accordance with the terms of that Act for those statutory holidays set out by the Ministry of Labour and will be paid time and one-half for the remaining paid holidays recognized under this Agreement. This Article will remain in effect until January 1, 2001 or until all remaining regular part-time nurses who enjoy such payment have ceased to be employed at the Hospital.

3. **Assault Care and Treatment Program – ACT Workers**

The parties agree that all terms and conditions of work of the above-noted program will comply with the Collective Agreement, except as modified below:

The parties agree that the following specific conditions apply:

- (a) Standby in the ACT Program will be self-scheduling by the nurse based on their availability.
- (b) Nurses will receive standby pay in the amount equivalent to the current ONA Collective Agreement.

- (c) When a nurse is called back from standby, such nurse will receive time and one-half their current ONA rate of pay or forty-five dollars (\$45.00) per hour, whichever is greater, with a minimum guarantee of four (4) hours pay.
- (d) Time spent performing telephone consultation will be paid at the rate of forty-five dollars (\$45.00) per hour with a minimum guarantee of two (2) hours pay. This amount will be paid in addition to the standby rate.
- (e) When a nurse is receiving orientation or education, she or he will be paid at the current ONA regular rate of pay or thirty dollars (\$30.00) per hour, whichever is greater.
- (f) The hours worked by a nurse in the ACT Program will be invisible for the purposes of determining premium pay for any other position the nurse may hold in the ONA bargaining unit.
- (g) During the next round of local bargaining, Appendix 4 will be amended to include the ACT worker employment conditions.
- (h) These conditions will remain in effect until the Collective Agreement provisions meet and exceed the ACT worker reimbursement rates.

The parties further agree that a nurse may not be incumbent to two (2) or more ONA positions, with the exception of the ACT Program.

ARTICLE A – RECOGNITION

- A.1 The Hospital agrees to recognize the Association as the sole bargaining agent for all registered nurses and nurses with a temporary registration employed by the Hospital, save and except Supervisors and persons above the rank of Supervisor.
- A.2 Both parties agree that the classification Head Nurse is included in the Bargaining Unit. However, if in the future, functions of this position are altered, the Association and the Hospital may re-negotiate the inclusion or exclusion of the Head Nurse classification in the Bargaining Unit.

ARTICLE B – MANAGEMENT RIGHTS

- B.1 The Association acknowledges that it is the exclusive function of the Hospital to:
 - (a) maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of nurses which rules and regulations are primarily designed to safeguard the interests of the patients in the Hospital. The Hospital will furnish the Association with copies of the published Hospital rules and regulations prior to posting same on the bulletin boards;
 - (b) hire, discharge, transfer, promote, demote, classify, direct, assign, lay-off, suspend or otherwise discipline a nurse for cause provided that a claim of unjust promotion, demotion or transfer or a claim that a nurse has been unjustly discharged or disciplined may be the subject of a grievance and may be dealt with as hereinafter provided;
 - (c) generally to operate the Hospital in an efficient manner consistent with the obligations of the Hospital to the public and the community served; it being understood and agreed that the Hospital will retain all functions of management inherent in it as the Employer; to determine the kinds and locations of machines, equipment to be used, the allocation and number of nurses and other employees required from time to time and all other matters concerning the Hospital's operation, save and except only such functions as are specifically modified and altered in this Agreement;
 - (d) the Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Hospital has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement shall be the subject of a grievance.

ARTICLE C – INTERPRETATIONS

- C.1 The word "nurse" or "nurses" where used shall mean only the nurse employees in the Bargaining Unit covered by Article A.
- C.2 "Tour" means consecutive working hours scheduled for a nurse. The day, measured on a midnight-to-midnight basis, during which the majority of the hours of a tour are worked shall determine the calendar day to which the tour belongs.

- C.3 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the Bargaining Unit.

ARTICLE D – COMMITMENT OF REGULAR PART-TIME NURSES

- D.1 Regular part-time nurses shall be available for work on the following basis:
- (a) must be available for a pre-scheduling of at least three (3) seven and one-half (7 ½) hour tours or two (2) eleven and one-quarter (11 ¼) tours per week;
 - (b) must be available for scheduling two (2) weekends in three (3);
 - (c) must be available for scheduling on five (5) paid holidays;
 - (d) must be available for scheduling either at Christmas or New Year's.

ARTICLE E – COMMITTEES AND REPRESENTATIVES

E.1 Grievance Committee

The Association may elect or otherwise select two (2) Nurse Representatives.

E.2 Negotiating Committee

The Hospital recognizes a Committee of three (3) nurse employees who shall act as a Negotiating Committee.

E.3 Hospital-Association Committee

The Committee shall be composed of three (3) nurses to act on behalf of the Local Association and three (3) representatives of the Hospital.

E.4 Nurse Representative

The Hospital will recognize one (1) Nurse Representative or an alternate. The Association is to provide to the Hospital the name of this representative on an annual basis.

E.5 Professional Development Committee

There shall be a Professional Development Committee composed of at least two (2) representatives from the Association, 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.

E.6 Joint Occupational Health and Safety Committee

The Hospital will recognize one (1) bargaining unit nurse of the Joint Occupational

Health and Safety Committee. When a regular member of the Committee is not available, she or he may be replaced by an alternate, appointed by the Association.

ARTICLE F – INTERVIEW OF NEW NURSES

- F.1 It is agreed that a representative of the Association will be allowed to interview new nurses during their orientation period.

ARTICLE G – SENIORITY LISTS

- G.1 Seniority lists shall be supplied to the Association by the Hospital on March 15th and September 15th in each year with an electronic copy going to both the Bargaining Unit President and the Labour Relations Officer.

ARTICLE H – PAYROLL DEPOSITS

- H.1 Payrolls are prepared bi-weekly. On the Thursday following cut-off date the Hospital, through the bank, will deposit the employee's net earnings into the bank account designated by the employee. Each employee will provide the Hospital Payroll Office with the name of the local bank and account number into which they wish the net earnings deposited.
- H.2 Each employee will be provided with a pay statement each bi-weekly pay period showing gross earnings, deductions, net earnings, stat time owing, bank time owing and vacation hours owing.
- H.3 Payroll deposit day may be delayed when a paid holiday interferes with the preparation of payrolls and pay records.
- H.4 In the case of an error in the calculation of a nurse's statement of earnings, the Hospital shall, upon the request of the nurse, provide the nurse with a makeup cheque within seven (7) calendar days of the request. A nurse requesting an adjustment should make the request within two (2) pay periods of the alleged error.

ARTICLE I – SCHEDULING

- I.1 For the purposes of Article 14.10 (shift premium), the evening shift is defined as the hours of work between 1530 and 2330 hours.
- I.2 For the purposes of Article 14.10 (shift premium), the night shift is defined as the hours of work between 2330 and 0730 hours.
- I.3 Day shift shall be the first shift of the day.
- I.4 Presently, the normal full-time tour hours are as follows:
- (a) For seven and one-half (7 ½) hour tours:

Nursing Floor

0730 – 1530;
1530 – 2330; or
2330 – 0730.

O.R.

0700 – 1500.

Day Med/Chemo

0800 – 1600.

- (b) For extended tours (11.25 tours):

Nursing Floor

0730 – 1930; or
1930 – 0730.

ER

0730 – 1930;
1930 – 0730.

The Hospital will not change the above-mentioned normal tour hours without prior discussion with the Association and the nurses on the unit(s) involved.

Prior to the creation of a new unit and subject to the terms of the Collective Agreement, the parties will meet and discuss the normal hours of work and scheduling.

- I.5 For the purposes of Article 14.15, the weekend premium is payable for all hours worked between Friday 2330 hours to Sunday 2330 hours.
- I.6 Days off shall be scheduled consecutively unless otherwise mutually agreed.
- I.7 Work schedules covering a nine (9) week period shall be posted five (5) weeks in advance of the effective date of the schedule.
- I.8 (a) Request for changes in posted work schedules by all nurses must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty. No shift exchange will be implemented without prior approval from the Manager or individual designated in-charge who will be responsible for making any alterations to the posted schedule. All nurses will endeavour to submit requests at least seventy-two (72) hours in advance. The Manager or designate shall approve or deny each request in writing within twenty-four (24) hours of receipt. Any such changes will not result in premium pay.

- (b) Requests for specific days off will be submitted in writing as far in advance as possible.
- I.9 Fifty percent (50%) of working hours shall be spent on day shift unless otherwise mutually agreed upon by the nurse and the Hospital.
- (a) For full-time nurses, fifty percent (50%) of working hours shall be spent on day shift unless otherwise mutually agreed upon by the nurse and the Hospital.
- (b) Up to fifty percent (50%) of part-time nurses scheduled tours will be scheduled on day shifts when available, on an equitable basis. Any remaining odd number day shifts will be assigned on the basis of seniority.
- I.10 Nurses will be required to request time off at Christmas or New Year's by October 1st. Authorized time off at Christmas and New Year's will then be posted by November 1st. Nurses will alternate time off at Christmas one year with time off at New Year's the following year. If there is a dispute, seniority will prevail.
- I.11 Preference of a nurse for a particular tour of duty will be considered in scheduling.
- I.12 Nurses shall receive at least five (5) consecutive days off, and the hospital will endeavour to schedule six (6) days, at either Christmas or New Year's. Time off at Christmas will include Christmas Eve, Christmas Day and Boxing Day. Time off at New Year's will include New Year's Eve and New Year's Day.
- I.13 Standby/On-Call
- (a) The Hospital agrees that standby will be distributed as equitably as possible among the qualified employees who normally perform the work. It is understood that different unit/programs will distribute standby by differing processes according to the unit/program requirements.
- (b) Employees may exchange or give away standby duty with the mutual consent of employees involved and the approval of the Manager.
- (c) In the event an employee is required to work for a period greater than sixteen (16) hours, the Hospital shall make reasonable efforts to relieve that employee from duty.
- (d) Pagers/cell phones with appropriate ranges will be provided, without charge, to any nurse on standby. An additional pager/cell phone will also be available, if necessary.
- (e) Nurses will not be scheduled to be on standby on their vacation.
- I.14 A full-time nurse will be granted (2) two shifts off with pay per year to attend a personal, medical or dental appointment which is a referral from a family physician or dentist to see an out-of-town specialist. A full-time nurse will be granted (1) one shift off with pay per year to attend with immediate family, medical or dental appointment which is a referral from a family physician or dentist to see an out-of-town specialist. "Immediate family" will be defined as in the Employment Standards Act. The nurse

will supply a copy of the Northern Ontario Travel Grant or equivalent documentation to verify the appointment.

- I.15
- (a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
 - (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
 - (i) nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
 - (ii) a tour will be deemed to be offered whenever a call is placed;
 - (iii) it is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
 - (iv) when a nurse accepts an additional tour she or he must report for that tour unless arrangements satisfactory to the Hospital are made;
 - (v) provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice;
 - (vi) seniority may be considered when calling casual part-time nurses.
 - (c) After Posting of the Schedule
 - (i) When all regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to nurses on the basis of seniority, as follows:
 - (1) additional tours will be offered as soon as they come available;
 - (2) regular part-time nurses at straight time;
 - (3) casual part-time nurses at straight time;
 - (4) full-time nurses who will be in overtime;
 - (5) regular part-time nurses who will be in overtime;
 - (6) casual part-time nurses who will be in overtime.

An error in the above mechanism for shift distribution initiated by a registered nurse will be resolved by offering the aggrieved nurse a shift as an extra at a time agreeable to the nurse. Such shift will not result in a premium situation.

An error in the above mechanism for shift distribution by the Hospital will

result in the aggrieved nurse being paid.

I.16 Where Nurses Are Scheduled to Work Less Than 7.5 Hours

Where a nurse(s) is/are scheduled to work less than a normal tour (7.5 hours), Article I in its entirety applies except I.14 and I.18 and as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to less than fifty percent (50%) of all shifts.
- (b) Nurses working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
- (c) No part-time nurse(s) will be scheduled solely on a tour(s) which is/are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse(s).
- (d) Nurses working tours comprised of less than 7.5 hours shall not be scheduled to work more than five (5) consecutive tours. If a nurse(s) is/are required to work on a sixth consecutive and subsequent tour, then she or he will receive premium pay, as per Article 14, for each tour so worked until a day off is scheduled.

I.17 7.5 Hour Tours

- (a) The Hospital agrees that it will not require a nurse to work more than six (6) consecutive tours on afternoon or night shift or more than seven (7) tours on day shift without her or his consent.
- (b) There shall be not less than a period of sixteen (16) consecutive hours off between different shifts worked by a full-time and part-time nurse. If less than sixteen (16) hours is allowed off between shifts, the nurse will receive premium pay for all hours worked.
- (c) A nurse will receive premium pay as provided in Article 14.03 for all hours worked on a third 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 a result of an exchange of shifts with another nurse.
- (d) In areas that normally work three (3) tours, nurses other than casual nurses, will normally be scheduled days/evenings or days/nights unless mutually agreeable or unless staffing shortages or emergency situations dictate otherwise.

- (e) (i) scheduling regulations I.1 to I.14 and I.17 inclusive shall also apply to full-time nurses working 7.5 hour tours.
- (ii) scheduling regulations I.1 to I.13, I.15 and I.17 inclusive shall also apply to part-time nurses working 7.5 hour tours.
- (f) A weekend will be defined as eight (8) consecutive tours off during the period following the completion of the Friday day tour, unless a nurse requests or agrees otherwise.

I.18

11.25 Hour Tours (Extended Tours)

- (a) The Hospital agrees that it will not require a nurse to work more than three (3) consecutive tours without her or his consent.
- (b) There shall be not less than a period of ten (10) consecutive hours off between different shifts worked by a full-time and part-time nurse. If less than ten (10) hours is allowed off between shifts, the nurse will receive premium pay for all hours worked for the next scheduled shift that commences within the ten (10) hour period.
- (c) A nurse will receive premium pay as per Article 14.03 of the Collective Agreement for a fourth consecutive tour scheduled and for each consecutive tour thereafter until a day off has been scheduled.
- (d) (i) A nurse will have at least two (2) consecutive scheduled days off after working three (3) consecutive extended tours.
- (ii) A nurse will not be required to attend any mandatory education unless she or he will have at least eight (8) hours off prior to or after the completion of a night shift.
- (e) The Hospital will grant at least every second weekend off to a full-time nurse.
- (f) A nurse will receive premium pay as provided in Article 14.03 for all hours worked on a third 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 a result of an exchange of shifts with another nurse.
 - (iv) Definition of a Weekend Off

A weekend off is defined as at least fifty-eight (58) consecutive hours off from the completion of the Friday tour until the beginning of the Monday tour.

(g) Scheduling regulations I.1 to I.15 shall also apply to nurses working 11.25 hour tours.

(h) Introduction and Discontinuation of Extended Tours

Extended tours will be introduced in any unit in the following manner:

- (i) The eligible staff must indicate by a sixty percent (60%) majority their willingness to try the twelve (12) hour shift.
- (ii) The matter will then be presented to management via the Hospital-Association Committee for their approval.
- (iii) The tours will be implemented on a trial basis for six (6) months with the option of a three (3) month extension.
- (iv) Extended tours shall then be introduced into any unit on a permanent basis when:
 - (1) sixty percent (60%) of the nurses in the unit so indicate by secret ballot; and
 - (2) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.

(i) Extended tours may be discontinued in any unit when:

- (i) sixty percent (60%) of the nurses in the unit so affected will indicate by secret ballot; or
- (ii) the Hospital because of
 - (1) adverse affects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, or
 - (4) financial constraints,

states its intention to discontinue extended tours in the schedule.

(j) When notice of discontinuation is given by either party in accordance with paragraph (h) above, then:

- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and

- (ii) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

I.19 Introduction and Discontinuation of Innovative Schedules

If the Hospital and the Association agree to Innovative Unit Scheduling pursuant to Article 13.03 of the Central Collective Agreement, the following conditions will apply:

(a) Implementation

- (i) When eighty percent (80%) of the nurses on a Unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Innovative Schedule, the Association and the Hospital will meet forthwith to arrange for such a trial.

The secret ballot will be conducted solely by the Association and the Association will post the results.

- (ii) The resulting Innovative Schedule will be posted on the Unit and filled by seniority from amongst the full-time nurses on the Unit. If a new position is created, it will be filled in accordance with Article 10.07 (a). The filling of such positions will not result in the lay-off or loss of hours of work of any full-time or regular part-time nurse.

- (iii) A trial of the Innovative Schedule will run for a six (6) month period agreed upon by the parties. After three (3) months of the trial period, a meeting will be held with the Unit, Hospital and the Association to evaluate the trial period and to make recommendations to improve the schedules, if needed. A further vote will be conducted on the Unit at five and one-half (5 ½) months. Where the nurses in the positions agree and at least eighty percent (80%) of the nurses on the Unit indicate their willingness to continue with the new master, the arrangement will continue.

(b) Discontinuation

- (i) Either party may discontinue the Innovative Schedule with ninety (90) days' notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation.

It is understood that such discontinuation shall not be unreasonable or arbitrary.

- (ii) Should the Innovative Schedule be discontinued, the nurses in these positions will revert back to their previous positions and the previous master rotation will be put in place.

ARTICLE J – VACATIONS

J.1 The vacation year for scheduling purposes for full-time nurses and regular part-time nurses will be from May 1st to April 30th.

The vacation entitlement increases for full-time nurses shall be concurrent with each nurse’s anniversary date of employment as a full-time nurse.

The mechanism for approving vacation is as follows:

- 1) Full time Nurses with more than 8 eight years seniority
- 2) Part time Nurses with more than 8 eight years seniority
- 3) Full time Nurses with less than 8 years seniority
- 4) Part time Nurses with less than 8 years seniority

J.2 All nurses must take their vacation in the year in which it falls due and will not be allowed to carry over a vacation or portion of a vacation to a succeeding year(s) unless otherwise authorized in writing by the Chief Nursing Executive. Applications for postponed vacation shall be in writing. Requests for vacation carry over will not be unreasonably denied.

J.3 Requests for annual vacation must be given in writing to the Nurse Manager or her or his designate by March 15th. The Hospital shall grant such requests by April 15th. Seniority will prevail for all requests made prior to March 15th. A list of granted vacations will be posted by April 30th. Vacation will not normally be scheduled between December 18th and January 8th, however, such a request will not be unreasonably denied. A nurse will only be allowed to book four (4) consecutive weeks of vacation during the period of June 1st to August 30th. Any fifth and subsequent weeks and single days or multiples thereof will be granted by seniority after March 15th.

Subject to the foregoing, vacation requests received in writing and dated after March 15th will be considered on a first-come-first-serve basis. The Hospital will grant or deny the request within two (2) weeks of the written request. Requests will not be unreasonably denied.

J.4 Part-time nurses shall receive vacation pay bi-weekly.

J.5 Prior to leaving on vacation, the Nurse Manager and the employee will meet to agree on date and time of return to work. This agreement to be made in writing.

ARTICLE K – PAID HOLIDAYS

K.1 The following paid holidays shall be recognized by the Hospital:

- | | |
|----------------|----------------------|
| New Year's Day | August Civic Holiday |
| Good Friday | Labour Day |
| Victoria Day | Thanksgiving Day |

Canada Day (July 1st)
 Family Day
 2nd Monday in June

Remembrance Day (November 11th)
 Christmas Day (December 25th)
 Boxing Day (December 26th)

- K.2
- (a) Lieu days as provided in Article 15.04 will be taken on a day mutually agreed upon by the Nurse Manager or her or his designate, within one hundred and twenty (120) days from the time the lieu day was earned. After that time and the employee refuses a proposed time, such time will be paid out.
 - (b) Nurses will be able to utilize .5 of a lieu day or vacation day or banked time in conjunction with a full lieu day in order to have a full 11.25 hour tour off.

ARTICLE L – LEAVE FOR ASSOCIATION BUSINESS

L.1 Leaves of absence for Association business as provided in Article 11.02 shall be administered as follows:

- (a) The cumulative total leave of absence for the members of the Local Association shall be fifty (50) days.
- (b) There shall be no more than two (2) nurses granted Association leave at any given time, unless it is possible to do so.
- (c) Requests for Association leaves of absence shall be made in writing in the request book to the Nurse Manager or her or his designate, prior to the posting of the applicable time schedule, if possible.
- (d) Local Co-ordinator Leave

The Hospital agrees to grant a nurse elected to the position of Local Co-ordinator unpaid time off to attend required meetings. Such leave will be included in the Association leave days specified in clause L.1 (a) and the Local Co-ordinator will be included in the number of nurses allowed to be absent from work as specified in clause L.1 (b).

L.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 Association to discuss matters arising out of the administration of the Collective Agreement.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Hospital will compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of 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 the Manager, Human Resources. Payment will be issued on the Bargaining Unit President's next payroll cheque, subject to all applicable taxes. Notwithstanding the above, the Bargaining Unit President may, at the time of submitting the monthly record, request time off in lieu of payment. The Manager, Human Resources and the Bargaining Unit President's Unit Manager will consider such request. If approved, then the Unit Manager and the Bargaining Unit President will mutually agree on when the time will be taken.

ARTICLE M – BULLETIN BOARDS

M.1 The Hospital will provide bulletin boards for the Association in agreed locations.

ARTICLE N – MISCELLANEOUS

N.1 Each nurse shall keep the Hospital and the Association informed in writing of her or his current mailing address, home address and telephone number (if any). If a nurse fails to do so, the Hospital will not be responsible for failure of a notice sent by Registered Mail to reach the employee.

N.2 The Hospital agrees to provide adequate change and lounge facilities and lockers for safekeeping of nurses' belongings while on duty.

N.3 Notices and correspondence between the parties arising out of this Agreement, or incidental thereto, shall be addressed to:

- Association - The President,
Nurses' Association,
(Personal address to be provided annually),
Sioux Lookout, Ontario.
- Hospital - Vice-President Health Services,
Sioux Lookout Meno Ya Win Health Centre,
Box 909,
Sioux Lookout, Ontario. P8T 1B4

N.4 Upon request of either party, a meeting between the Hospital and the Association will be held within seven (7) days of such request to discuss matters of concern to either party.

N.5 A Team Leader will be designated by the Nurse Manager or her or his designate for each and every applicable shift.

N.6 A nurse is to be given prior approval from the Nurse Manager or her or his designate to receive regular wages while attending a workshop, seminar or course outside the Hospital. With prior approval from the Nurse Manager or her or his designate, a nurse will receive regular pay if she or he attends a Hospital in-service program that is not a requirement of the Hospital.

N.7 Retiree Benefits – Process for Payment

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

N.8 Regular Part-Time Voluntary Benefits – Process For Payment

The Hospital agrees to provide part-time nurses with the option of voluntary participation in any and all of the Group Health and Welfare Benefit Programs set out in Article 17. It is understood and agreed that the part-time nurses who participate will assume one hundred percent (100%) of the monthly premiums.

Any part-time nurse who wishes to participate will make the required contributions through payroll deduction on the first pay of the month.

The Hospital will notify the Association and all participating nurses any time the benefit costs are changed by the carrier.

ARTICLE O – EQUIVALENT TIME OFF

O.1 Overtime as provided in Article 14.09 of the Collective Agreement, where a full-time nurse chooses equivalent time off, such time off must be taken within one hundred and twenty (120) days from date earned. After that time and the nurse refuses a proposed time, such time will be paid out.

ARTICLE P – PRE-PAID LEAVE

P.1 In accordance with Article 11.11 (c) of the Collective Agreement, the number of nurses that may be absent at any one time will be not more than one (1) full-time and one (1) part-time nurse.

ARTICLE Q – JOB-SHARING

Where the parties mutually agree to implement a job-sharing arrangement, it is agreed that a full-time job will be equally shared by two (2) nurses on the following basis:

Q.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the number and location of each shared position.

Q.2 Total hours worked by the job-sharer shall equal one (1) full-time position. The schedule of this position will be mutually agreed between the Hospital and the two (2) nurses.

Q.3 The above schedules shall conform with the full-time scheduling provisions of the Collective Agreement save and except Article I.11.

- Q.4 Each job-sharer may exchange shifts with her or his partner, as well as with other nurses as provided by the Collective Agreement.
- Q.5 Job-sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- Q.6 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 Nurse Manager must be notified to book coverage. Job-sharers may be asked but are not required to cover their partner in the case of prolonged or extended absences.
- Q.7 All other provisions covering job-sharing are contained in the Central Agreement.
- Q.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.
- Q.9 An incumbent full-time nurse wishing to share her or his position, 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.
- Q.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 position, the shared position must revert to a full-time position and the remaining nurse will be required to continue in the full-time position.
- Q.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 fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE R – MODIFIED WORK

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

- R.1 The Hospital will notify the Local President of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.

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

- R.2 When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Staff Representative of the Ontario Nurses' Association and the Local Representative to discuss the circumstances surrounding the nurses' return to suitable work.
- R.3 The Hospital agrees to provide the nurse with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

ARTICLE S – VIOLENCE

- S.1 The Hospital and the Association agree that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report the occurrence to the Charge Nurse who will make every reasonable effort to rectify the abusive situation. The Nurse Manager or her or his designate will investigate the incident and assure the abusive situation would be dealt with appropriately. A written report of the occurrence shall be forwarded to the Nurse Manager or her or his designate.
- S.2 The Hospital agrees to take every precaution reasonable to protect nurses. The parties agree that if incidents involving aggressive client action occurs to a nurse, such action will be recorded by the Nurse In Risk Pro and reviewed at the Occupational Health and Safety Committee.
- S.3 The parties further agree that suitable subjects for discussion at the Hospital-Association Committee meeting will include aggressive clients.
- S.4 The Hospital will pay for damages to nurses' personal property as the result of a physical assault on duty. Such payment will not result in double payment under any existing benefit plan. The nurse will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was impossible for her or him to do so during this period.
- S.5 The Hospital, with the nurses' consent, where applicable, will inform the Association of any nurse who has been assaulted while performing her or his work. Such information shall be submitted, in writing, to the Association in accordance with the Occupational Health and Safety Act.
- S.6 Violence Policies and Procedures

The Hospital agrees to develop, in consultation with the Joint Health and Safety Committee or health and safety representative, formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policy and procedures shall be part of the nurse's Health and Safety Policy and written copies shall be provided to each nurse at time of hire.

Prior to implementing any changes to these policies, the Hospital agrees to consult with the Joint Health and Safety Committee.

S.7 Support and Counseling

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

S.8 Staffing Levels to deal with Potential Violence

The Hospital agrees that, where there is a risk of violence, an adequate level of trained nurses 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.

S.9 Violent Patient/Client

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

ARTICLE T – ELECTRONIC GRIEVANCE FORMS

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

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

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

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

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

ARTICLE U – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS

U.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.

U.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.

U.3 Electronic PRWRFs may be sent via e-mail to the applicable Manager or designate.

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

U.5 The Union undertakes to get a copy of the electronic version signed by the employees.

DATED at Sioux Lookout, Ontario, this 4th day of February, 2021.

FOR THE HOSPITAL

“Allen Lee”

FOR THE ASSOCIATION

“Brenda Wessel – BUP”

“Chris Cormier – LRO”

LETTER OF UNDERSTANDING

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

BETWEEN:

SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

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

RE: REGISTERED NURSE PROFESSIONALISM IN THE WORKPLACE

The parties acknowledge the significant role registered nurses play in the delivery of high quality healthcare. We also recognize that it is important for patients and staff to be able to readily identify registered nurses who are widely disbursed throughout the Hospital.

The parties will jointly promote the professional image and identity of registered nurses and will develop plans that will include Hospital identification tags that will clearly identify the employee as a registered nurse in a font that is clearly visible e.g. RN badge buddy. The parties will stress the importance of wearing ID badges while on hospital premises.

DATED at Sioux Lookout, Ontario, this 4th day of February, 2021.

FOR THE HOSPITAL

“Allen Lee”

FOR THE ASSOCIATION

“Brenda Wessel – BUP”

“Chris Cormier – LRO”

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

BETWEEN:

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(hereinafter referred to as the "Hospital")

AND:

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

RE: STANDBY – OPERATING ROOM

The parties agree that the Operating Room Standby Letter of Understanding provides for emergency coverage for the Operating Room and as such where a nurse is called in from standby to the Operating Room such nurse will not be re-assigned without her or his consent.

Where a nurse is required to work past the eight (8) hours preceding the beginning of their next regularly scheduled shift (currently 23:00 hours for a 07:00 – 15:00 shift) the nurse will receive either:

1. Eight (8) hours of rest period after the departure time for their call-in. Where such time off extends into the nurses next regular shift, she or he will maintain her or his regular earnings, seniority and service for the full shift. If time is remaining after the eight (8) hour rest period, the nurse will return to complete their regularly scheduled shift; or
2. Premium pay for all hours worked, if required to work their next regularly scheduled shift.

The determination of 1 or 2 will be made by the Team Lead and/or Manager taking into account the client workload and availability of staff for the next shift.

If a nurse is called in from standby within the four (4) hour period preceding the beginning of their regularly scheduled shift, the nurse will receive four (4) hours of call-back pay and will work their regular shift.

Any nurse working in the Operating Room who is on standby and is not called in during a statutory holiday will:

- (a) receive standby pay;
- (b) receive straight time for the statutory holiday;
- (c) receive a day in lieu banked.

Any nurse working in the Operating Room who is on standby and is called in during a statutory holiday will:

- (a) receive a day in lieu banked;
- (b) receive pay as per Article 14.07;
- (c) receive straight time for the statutory holiday.

DATED at Sioux Lookout, Ontario, this 4th day of February, 2021.

FOR THE HOSPITAL

“Allen Lee”

FOR THE ASSOCIATION

“Brenda Wessel – BUP”

“Chris Cormier – LRO”

LETTER OF UNDERSTANDING

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

BETWEEN:

SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

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

RE: ARTICLE 10.08 (a) – SINGLE SHIFT RE-ASSIGNMENT

In accordance with Article 10.08 (a), the parties agree to implement the following principles for single shift re-assignment:

Re-assignment will occur bearing in mind the following principles:

1. Patient care requirements are the first priority;
2. The Hospital will re-assign, where possible, qualified nurses who volunteer;
3. The Hospital will re-assign qualified staff nurses in the following sequence, on the basis of reverse seniority: casual, regular part-time and/or full-time;
4. The Hospital will not re-assign the nurse outside of their scope of practice unless they are re-assigned with an experienced nurse on the receiving unit.

DATED at Sioux Lookout, Ontario, this 4th day of February, 2021.

FOR THE HOSPITAL

“Allen Lee”

FOR THE ASSOCIATION

“Brenda Wessel – BUP”

“Chris Cormier – LRO”

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

BETWEEN:

SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

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

RE: SCHEDULES

The Hospital and Association agree that the following provisions will apply to nurses working the attached schedule rotating through nine (9) weeks. This Letter of Understanding replaces any and all other Letters of Understanding dealing with the schedule.

Nurses working the attached schedule consent to working four (4) consecutive extended tours, consisting of two (2) day tours and two (2) night tours unless otherwise agreed between the nurse and the Hospital. Nurses shall have at least two (2) days scheduled off work after working four (4) consecutive extended hours. Article 14.03 of the Collective Agreement will apply for a fifth consecutive tour scheduled and for each consecutive tour thereafter until a day off has been scheduled. It is agreed this overtime premium will not be duplicated for any set hours paid at overtime rates under Article I.18 (a).

Nurses working the attached schedule, consent to working two (2) weekends in a row as provided by the schedule. Nurses will receive premium pay as provided in Article 14.03 for all hours worked on a third consecutive weekend. To facilitate this innovative schedule and for this schedule only, the Association agrees any call-in weekends for full-time nurses will not trigger premium pay as outlined in Article 14.03 for regularly scheduled weekends on the attached schedule. A weekend off is defined as at least sixty (60) consecutive hours off work from completion of the Friday tour until the beginning of the next tour. The day tour is the first shift of the day.

Nurses working the attached schedule will be responsible for self-scheduling two (2) additional twelve (12) hour tours within each nine (9) week rotation. The schedule shall be posted five (5) weeks prior to the start of the nine (9) week rotation. The nurse is responsible for ensuring they check the schedule and submit requests for self-scheduled twelve (12) hour tours via e-mail to the scheduler as follows:

1. Within the first two (2) weeks (weeks 5 and 6) nurses select the twelve (12) hour tours from the unassigned shift schedule within their own unit. If there are no shifts available within their home unit, nurses will then select any remaining twelve (12) hours tours from the unassigned shifts in all units they are qualified to work in.
2. In week 7, any staff who has not selected the required shifts will be assigned shifts, first in their home unit and then in units they are qualified to work in.

3. If all needs are filled, the nurse can request the self-scheduled shifts as education or cross-training, equivalent time off or lieu days as deemed appropriate and approved by the Manager. This request will not be unreasonably denied.
4. In week 8 all staff will forward availability to the scheduler for any available remaining shifts in the 9 week block. Shifts will then be filled as per article I.15.

Self-scheduling requests will be on a first-come-first-served basis. It is agreed that twelve (12) hour tours scheduled by nurses or the Hospital will not affect premium payment as outlined in Articles 1 and 2 of this Letter of Understanding. When all full-time nurses have completed their self-scheduled commitment within the nine (9) week rotation, any remaining tours will be offered in accordance with Article I.15 (c) (i).

The parties agree to discuss this language in the next round of Local Issues negotiations.

WEEK	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	D	D	N	N			
2			D	D	N	N	
3					D	D	N
4	N						D
5	D	N	N				
6		D	D	N	N		
7				D	D	N	N
8						D	D
9	N	N					

DATED at Sioux Lookout, Ontario, this 4th day of February, 2021.

FOR THE HOSPITAL

“Allen Lee”

FOR THE ASSOCIATION

“Brenda Wessel – BUP”

“Chris Cormier – LRO”

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

BETWEEN:

SIOUX LOOKOUT MENO YA WIN HEALTH CENTRE
(hereinafter referred to as the "Hospital")

AND:

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

RE: MENTOR SELECTION

In conjunction with Article 9.08 (c) and Appendix 7, the parties agree to the following selection process for nurses 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 Employer's Intranet and the Union Board for seven (7) days. Nurses interested in participating in the formal mentoring arrangement will indicate their interest in writing to their Unit Manager.

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

DATED at Sioux Lookout, Ontario, this 4th day of February, 2021.

FOR THE HOSPITAL

"Allen Lee"

FOR THE ASSOCIATION

"Brenda Wessel – BUP"

"Chris Cormier – LRO"