

COLLECTIVE AGREEMENT

Between:

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

And:

TEMISKAMING HOSPITAL  
(hereinafter referred to as the "Hospital")

EXPIRY: June 7, 2021

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**APPENDIX 3****SALARY RATES**Effective April 1, 2020

	REGISTERED NURSE	GRADUATE NURSE	INSERVICE CO-ORDINATOR
START	\$33.56	\$32.29	\$37.00
1 YEAR	\$33.72	\$32.47	\$37.04
2 YEARS	\$34.28		\$37.64
3 YEARS	\$35.98		\$39.58
4 YEARS	\$37.67		\$41.36
5 YEARS	\$39.79		\$43.64
6 YEARS	\$41.94		\$45.94
7 YEARS	\$44.08		\$48.29
8 YEARS	\$47.22		\$51.72
25 YEARS	\$48.05		\$52.62

Effective April 1, 2021

	REGISTERED NURSE	GRADUATE NURSE	INSERVICE CO-ORDINATOR
START	\$33.90	\$32.61	\$37.38
1 YEAR	\$34.06	\$32.80	\$37.42
2 YEARS	\$34.62		\$38.02
3 YEARS	\$36.34		\$39.97
4 YEARS	\$38.05		\$41.77
5 YEARS	\$40.19		\$44.08
6 YEARS	\$42.36		\$46.40
7 YEARS	\$44.52		\$48.77
8 YEARS	\$47.69		\$52.24
25 YEARS	\$48.53		\$53.14

**APPENDIX 4**

**SUPERIOR CONDITIONS**

**FULL-TIME/PART-TIME**

10.07 (d) (Central)

**NOTE:**

Vacancies which are expected to exceed sixty (60) calendar days will be posted. In filling such vacancies consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such employee shall be reinstated to her/his former position unless the position has been discontinued, in which case she/he shall be given a comparable job.

**PART-TIME ONLY**

15.01 (Central)

**NOTE:**

Regular part-time employees shall be paid designated holiday pay provided the qualifications for entitlement to designated holiday pay as set out in the Employment Standards Act, currently in force, are met.

Payment of holiday pay under this Article applies only to employees presently enjoying such payment. Employees presently enjoying holiday pay pursuant to this Article or otherwise as of March 24, 1988, will continue to enjoy such payment until they cease to be employed at the Hospital or until they transfer to a status to which this superior condition does not apply, whichever first occurs.

Designated holiday pay shall not exceed 7½ hours.

**APPENDIX 5**

**LOCAL PROVISIONS**

**ARTICLE A - RECOGNITION**

- A-1 The Hospital recognizes the Union as the exclusive bargaining agent of all Registered and Graduate Nurses employed by Temiskaming Hospital in New Liskeard, Ontario, engaged in a nursing capacity, save and except Assistant Unit Co-ordinators and persons above the rank of Assistant Unit Co-ordinator.
- A-2 "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

**ARTICLE B - MANAGEMENT FUNCTIONS**

- B-1 The Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge for just cause, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees, provided that a claim of classification, promotion, demotion or transfer made contrary to the terms of this Agreement or a claim that an employee has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
  - (c) to establish and enforce the rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement; and
  - (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, and allocation and number of employees required from time to time, the standards of performance for all employees and all matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this Agreement.
- B-2 The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

**ARTICLE C - REPRESENTATION AND COMMITTEES**

- C-1 (a) The Hospital acknowledges the right of the Union to appoint or otherwise select four (4) Union stewards, some of whom may be part-time, in the following manner:

Operating Room/Emergency/SCU - Two (2) Union Stewards

Med/Surg & OBS - 2 Union Stewards

The Union Stewards may assist in the presentation of any grievance which may arise in the area she/he represents.

(b) Grievance Committee

The Hospital acknowledges the right of the Union to appoint or select a Grievance Committee consisting of up to two (2) employees. When a regular member is not available, she/he may be replaced by an alternate member who is appointed by the Union. The alternate shall be named when the list of committee members is submitted to the Hospital.

(c) Hospital/Association Committee

There shall be a Hospital/Association Committee comprised of three (3) representatives of the Hospital, one (1) of whom shall be the Clinical Services Leader or her/his designate, and of three (3) representatives of the Union, one (1) of whom shall be the Bargaining Unit President or her/his designate and one (1) of whom may be a full-time employee and one (1) of whom may be a part-time employee. The membership of the Committee may be expanded by mutual agreement.

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.

(d) Occupational Health & Safety

The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act.

(e) Negotiating Committee

The Hospital acknowledges the right of the Union to appoint or otherwise select a Committee of not more than three (3) employees, one (1) of whom may be a part-time employee.

(f) Professional Development Committee/Professional Practice Committee – three (3) members.

C-2

During the orientation period, a Union Steward or Officer of the Union shall be allowed a reasonable period of time at a time designated by the Hospital within regular working hours to interview such employees and to discuss the benefits and duties of Union membership and responsibilities to the Union and to the Hospital.

C-3 Bargaining Unit President

The Employer will pay the Bargaining Unit President or designate at her/his regular straight time hourly rate for all time spent attending meetings required under the Collective Agreement with the Employer outside her/his regularly scheduled hours.

**ARTICLE D - PAID HOLIDAYS**

D-1 The Hospital recognizes twelve (12) designated holidays for all employees as follows:

- |                    |                                     |
|--------------------|-------------------------------------|
| New Year's Day     | Family Day (3rd Monday in February) |
| Good Friday        | Victoria Day                        |
| 2nd Monday in June | Canada Day/July 1st                 |
| Civic Holiday      | Labour Day                          |
| Thanksgiving Day   | Remembrance Day                     |
| Christmas Day      | Boxing Day                          |

D-2 Actual hours worked on a holiday are the hours to be paid in accordance with Article 15.05.

D-3 When a full-time employee is entitled to a lieu day under Article 15.04 or 15.05, such day is to be granted within thirty (30) days before or thirty (30) days after the date on which the holiday was observed, to be taken at a time mutually agreed to between the employee and the Hospital.

The parties agree that full-time employees will be allowed to extend the time limits if extenuating circumstances occur, preventing the employee from taking the lieu day within the time limits.

**ARTICLE E - VACATIONS**

E-1 Employees shall be entitled to vacation with pay based on the length of continuous service as of June 30th in any year as follows:

- (a) It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates and the continuity of weeks subject to the need to meet the operating requirements of the Hospital.
- (b) The Hospital will schedule the weekend off prior to the commencement of vacation where possible. Where the weekend is granted, it shall be deemed as a weekend off for the purposes of Article F-1 (f).
- (c) Employees shall be responsible to confirm the date and time at which to report for work following their vacation leave.

- (d) The Hospital will grant nurses vacation in accordance with their seniority subject to the staffing requirements of the Hospital.
  - (e) Vacation pay shall be paid with regular pay for part-time employees.
  - (f) Vacation will not normally be scheduled for the period from December 15<sup>th</sup> to January 15<sup>th</sup> (inclusive).
- E-2
- (a) Each full-time and regular part-time employee shall indicate her/his preference for vacation through the following process:
    - i) The employer will post the request for vacation on January 15<sup>th</sup>.
    - ii) Full-time and regular part-time nurses shall indicate their preferences for vacation entitlement on or before February 15<sup>th</sup>.
    - iii) The hospital shall establish vacation quotas with consideration for both full-time and part-time employees.
    - iv) Once the approved vacation list is posted, no employee shall be allowed to bump another employee from his/her approved vacation time.
    - v) The employer will post the approved vacation list by March 31<sup>st</sup> of each year.
  - (b) Where a dispute arises between employees requesting the same vacation time and such request cannot be accommodated by the Hospital, then seniority shall apply.
  - (c) Requests put in after March 31<sup>st</sup>, will be on a first come, first serve basis. Approval of these vacation requests will be provided to the Employee in writing within seven (7) calendar days of the submitted request.
  - (d) Summer vacation will be limited to four (4) consecutive weeks of time off.
  - (e) The summer vacation schedules will be posted by May 15<sup>th</sup> of each year and will cover the period from June 15<sup>th</sup> to September 15<sup>th</sup>.
- E-3
- (a) Full-time employees may request up to seventy-five (75) hours of vacation time off in singled day or multiples thereof. Such days may be taken when practicable.
  - (b) Requests for full weeks of vacation will supersede the above.
  - (c) Unused vacation days must be scheduled by January 15<sup>th</sup> and taken by March 31<sup>st</sup> of each year.



**ARTICLE F - SCHEDULING REGULATIONS**F-1 7½ Hour TourFULL-TIME/PART-TIME

- (a) Shift schedules will be posted two (2) weeks in advance and shall cover an eight (8) week period. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.

Copies of all schedules will be sent to the Union at the same time as they are posted on the unit.

- (b) A period of at least sixteen (16) hours will be scheduled between shifts worked by an employee unless a lesser period of time is mutually agreed upon between the employee and her/his immediate supervisor.
- (c) A period of at least forty-eight (48) hours will be scheduled between the completion of night shift and the commencement of either day shift or afternoon shift.
- (d) The Hospital agrees that it will not require an employee to work a schedule of more than seven (7) consecutive days without her/his consent.

- (e) Weekend Definition:

It is understood that a weekend consists of at least fifty-six (56) consecutive hours off work during the period following completion of the Friday evening tour until the commencement of the Monday day tour inclusive.

The Hospital will schedule a minimum of one (1) weekend off in every three (3) week period.

- (f) An employee will receive time and one-half (1½) her/his regular straight time hourly rate for all hours worked on a third consecutive and subsequent weekend save and except where:
- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts or a voluntary acceptance of a shift from another employee.
- (g) A request for a change in posted time schedules or a request to give away a posted shift must be submitted twenty-four (24) hours in advance or other agreed upon shorter periods, in writing, by the employee requesting the change and co-signed by the employee willing to exchange days off or tours of duty.

Where timelines permit, the employer will notify the employees within seventy two (72) hours from time of receipt whether approved. It is understood that such changes scheduled or days off initiated by employees is subject to the approval of the Hospital and shall not in any event, result in premium, overtime or compensation payment by the Hospital.

- (h) Employees absent on account of sickness or injury must report to their immediate supervisor as follows:
  - i) Day Tour - early as possible prior to commencement of the day tour, except in cases of emergency.
  - ii) Evening Tour - prior to 1000 hours except in cases of emergency.
  - iii) Night Tour - prior to 1400 hours except in cases of emergency.
- (i) The Hospital shall not be required to provide work or pay to any employee for the tour involved, who fails to give notice by 1300 hours prior to the commencement of her/his next day or night shift and 1000 hours prior to the commencement of her/his next evening shift that she/he is able to return to work following an absence due to illness or injury.
- (j) Employees who have reported for their regular shift and have not contravened (h) above shall be sent home on a leave of absence without pay.

#### FULL-TIME ONLY

- (k) Single days off shall be limited to one (1) per pay period and at the mutual agreement of the nurse and the employer.
- (l) A full-time employee shall not be scheduled to work more than two (2) consecutive weeks on any one shift without her/his consent. A full-time employee will be required to rotate only one tour (i.e., evenings or nights) unless otherwise mutually agreed. During the employee's probationary period, this clause shall be waived for orientation purposes.
- (m) These regulations may be waived between December 15th and January 15th so that the full-time employees will receive a minimum of six (6) consecutive days off at either Christmas or New Year's. Christmas time off will include Christmas Eve day, Christmas Day and Boxing Day and New Year's time off will include New Year's Eve day and New Year's Day, unless an employee requests otherwise and the Hospital agrees.

Employees may be given time off at both Christmas and New Year's at the discretion of the Hospital. Where the hospital exercises its discretion, time off will rotate amongst all employees on the basis of seniority.

PART-TIME ONLY

- (n) A part-time nurse may work extra tours after a period of at least twenty-four (24) hours off from the completion of night shift and the commencement of either day shift or an afternoon shift.
- (o) Day tours will be distributed every four (4) weeks as equally and practicable amongst regular part-time staff.
- (p) If a regular part-time employee is scheduled to work a paid holiday which occurs in conjunction with a weekend, the employee will be scheduled to work the weekend.
- (q) If a regular part-time employee is scheduled off for a paid holiday, which occurs in conjunction with a weekend, the employee will be scheduled off for the weekend.
- (r) REGULAR PART-TIME COMMITMENT:

A regular part-time employee must agree to work a predetermined schedule and her/his commitment will include:

- i) Available for work for two (2) weekends in a three (3) week period.
- ii) Available to work all shifts. The Hospital will consider individual tour preferences.
- iii) Available to work at least six (6) tours in a two (2) week period.
- iv) Available to work as scheduled on any tour on either:
  - (a) Christmas - 5 days including Christmas Day
  - (b) New Year's - 5 days including New Year's Day
- (s) For purposes of Article 14.10:
  - (a) The evening hours will be 1530 hours to 2330 hours.
  - (b) The night shift hours will be 2330 hours to 0730 hours.
- (t) After the schedule is posted:
  - i) Tours that become available for any reason after the schedule has been posted will first be offered on the basis of seniority to regular part-time employees on the unit that have not been scheduled the minimum commitment; then in order of seniority to the remaining regular part-time employees on the unit.
  - ii) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will be offered to regular part-time employees on the basis of seniority.

- iii) Where no regular part-time employee is willing to perform the available work at straight time, the tour will be offered to casual part-time employees.

F-2

EXTENDED TOURS

INTRODUCTION/DISCONTINUATION

- (a) A compressed work week shall be introduced into any unit when:
  - i) sixty per cent (60%) of the employees in the unit so indicate by secret ballot; and
  - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable arbitrary manner.
- (b) A compressed work week may be discontinued in any unit when:
  - i) fifty per cent (50%) of the employees in the unit so indicate by secret ballot; or
  - ii) the Hospital because of
    - (A) adverse effects on patient care,
    - (B) inability to provide a workable staffing schedule,
    - (C) 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.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (l) 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 the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

Trial Period:

The parties agree that a trial period for the compressed work week will be six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated by both nursing administration and the employees. The compressed work week will be continued if seventy percent (70%) of the employees affected so indicate by secret ballot cast

at the end of the trial period and upon agreement of the Hospital, such agreement shall not be withheld in an unreasonably arbitrary manner.

F-3

Extended Tours - 11.25 Hour Tour – Full-time and Part-time

- (a) Shift schedules will be posted two (2) weeks in advance and shall cover an eight (8) week period.

Copies of all schedules will be sent to the Union at the same time as they are posted on the unit.

- (b) A request by an employee for a change in the posted shift schedule or a request to give away a posted shift must be submitted in writing and co-signed by the employee willing to make the exchange, at least twenty-four (24) hours prior to the requested change.

Where timelines permit, the employer will notify the employees within seventy two (72) hours from time of receipt whether approved. Such request is subject to approval by the Hospital. Such exchange shall not in any event result in premium or overtime payment by the Hospital.

- (c) No split tours will be scheduled.
- (d) Employees will not be required to work more than three (3) consecutive extended tours.
- (e) CHRISTMAS/NEW YEAR'S SCHEDULING:

Employees shall be scheduled off work for a minimum of six (6) consecutive days at either Christmas or New Years unless the employee requests otherwise. Time off at Christmas and New Years shall include the period of December 24th day tour to the December 26th inclusive and the December 31st tour to the January 2nd day tour inclusive.

Employees must request either Christmas or New Years time off by October 15th. Employees will alternate Christmas and New Years time off on a yearly basis. The shift schedule shall be posted by November 15th.

The scheduling provisions in this Article will be waived between December 15th and January 15th to provide for Christmas and New Years scheduling.

Employees may be given time off at both Christmas and New Year's at the discretion of the Hospital. Where the hospital exercises its discretion, time off will rotate amongst all employees on the basis of seniority. The employee would be required to maintain the original rotation for the following Christmas/New Year Schedule.

- (f) WEEKENDS:

The Employer shall ensure each employee every second weekend off.

For the purpose of this section, a weekend is defined as any period of sixty (60) consecutive hours following the Friday day tour to the Monday day tour inclusive.

An employee will receive premium pay in accordance with Article 14.01 and for all hours worked on a second consecutive and subsequent weekend, save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts or a voluntary acceptance of a shift from another employee.
- (g) i) At least twenty-four (24) hours will be scheduled off when changing shifts from days to nights.
- ii) A period of at least forty-eight (48) hours time off will be given to the employee between the completion of night shift and the commencement of day shift. Failure to have forty-eight (48) hours off will result in premium pay.
- (h) An employee will not be scheduled to change shifts more than once during a work week.
- (i) The first shift of the day shall be day shift.
- (j) At least twelve (12) hours will be scheduled off between shifts.
- (k) Employees absent on account of sickness or injury must report to their immediate supervisor as early as possible.
- (l) The Hospital shall not be required to provide work or pay to any employee for the tour involved, who fails to give notice by 1300 hours prior to commencement of her/his next day shift tour and 1200 hours prior to commencement of her/his next night shift, that she/he is able to return to work following an absence due to illness or injury.
- (m) Employees who have reported for their regular shift and have not contravened (l) above shall not be sent home and scheduled for a later tour in the same day. However, should an employee be required to do so, she/he shall receive a minimum of four (4) hours pay at her/his regular rate of pay.

#### REGULAR PART-TIME COMMITMENT

- (n) NOTE: A regular part-time employee must make the following commitment to be available for work on a regular pre-determined basis as referred to in Article 2.05 of the Collective Agreement:

- i) available to work every second weekend;
- ii) available to work days and/or nights;
- iii) available to work at least four (4) extended tours in a two (2) week period.
- iv) available to work as scheduled on days or nights either:
  - (a) Christmas - 3 tours including Christmas Day
  - (b) New Years - 3 tours including New Year's Day

The commitment that a regular part-time employee must make as specified herein is no guarantee that the employee will be scheduled to work according to this commitment nor is it a restriction on the employee as to the maximum time worked.

F-4 PART-TIME ONLY

- (a) The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule.
- (b) Where all regular part-time employees, by seniority, have been given the opportunity to work up to their committed tours in that pay period, extra tours will then be offered to regular part-time employees on the basis of seniority provided they are able to perform the work in question.
- (c) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.
- (d) After the schedule is posted:
  - i) Tours that become available for any reason after the schedule has been posted will first be offered on the basis of seniority to regular part-time employees on the unit that have not been scheduled the minimum commitment; then in order of seniority to the remaining regular part-time employees on the unit.
  - ii) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will be offered to regular part-time employees on the basis of seniority.
  - iii) Where no regular part-time employee is willing to perform the available work at straight time, the tour will be offered to casual part-time employees.

F-5 Four Hour Tours - PART-TIME ONLY

- (a) A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minutes paid rest break.

Premium Pay

- (b) For four (4) hour tour purposes, the applicable overtime premium will be paid for all authorized work performed in excess of four (4) hours.
  - (c) Four (4) hour shifts will be divided as equally as practicable, this clause shall be waived for orientation purposes.
- F-6
- (a) Where the Hospital proposes and/or the employees request to work shifts other than those outlined above, the terms will be negotiated with the Union, including implementation, trial period and discontinuation.
  - (b) The Hospital and the Union agree to discuss new scheduling patterns when presented to the Hospital/Association Committee in the following manner:
    - i) If, after discussions, the Hospital/Association Committee recommends acceptance of new schedules prepared by the Union and accepted by the Hospital, the new schedule shall be implemented on a trial basis for six (6) months, after which it shall be reviewed.
    - ii) In the event any major difficulties or problems are encountered with the new shift schedule, the parties shall revert to the previous shift schedule provided that a minimum of one (1) month's written notice is given unless such period of notice is reduced by the mutual consent of the parties.
    - iii) After the trial period, if the Hospital/Association Committee agrees that the trial period was successful, the new schedule shall continue.

**ARTICLE G - BULLETIN BOARD**

- G-1 The Hospital shall provide a bulletin board in the staff entrance vestibule. The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Union is responsible to maintain and update as needed.

**ARTICLE H - LEAVES OF ABSENCE**

- H-1 Union leave will be granted in accordance with Article 11.02 up to an accumulated total of fifty (50) days during the calendar year provided:
- (a) two weeks notice is given;
  - (b) not more than two (2) employees shall be absent at any one time and not more than one (1) employee from any nursing sub-team



- (c) the granting of such leave is subject to the staffing requirements of the hospital.

Such requests will be responded to within three (3) working days of their submission and will not be unreasonably denied.

H-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 Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

**ARTICLE I - SENIORITY LISTS**

- I-1 The current seniority list for employees as provided for in Article 10.02 will be filed with the President of the Local Union or her/his designate on or before January 15th and July 15th of each year.

**ARTICLE J – WSIB/RETURN TO WORK PROGRAMS**

- J-1
  - (a) The Hospital will notify the Occupational Health & Safety member of the Local Nurses' Union of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WSIB Benefits) and those on LTD by the 15th of each month. The Hospital will provide to the Union, a monthly list of all employees in the bargaining unit on modified work programs by the 15th of each month.
  - (b) Prior to any employee returning to work on a modified/light/alternate work programme, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and/or members of the local executive to discuss a back to work programme for the employee.
  - (c) The Employer agrees to supply the Union with a copy of the Workplace Safety and Insurance Board (WSIB) Form 7 (excluding social insurance number and date of birth) within three (3) days. The Union shall be given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.
  - (d) 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.

- J-2 The Hospital and the Union 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 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 the applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher. A nurse who requires permanent modified work will be paid the usual rate of 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 alternative suitable work. Every reasonable 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/illness job or alternative suitable work.

#### **ARTICLE K - JOB SHARING**

K-1 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Collective Agreement, the following conditions shall apply unless otherwise agreed to by the parties.

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Nursing Coordinator.
- (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 Coordinator must be notified to book coverage. Job sharers are not required to cover their partner in the case of prolonged or extended absences.

Job Sharers are considered regular part-time for all purposes under the Collective Agreement, save and except scheduling provisions. The full-time scheduling provisions are applicable to job sharers.

Additional tours are to be distributed between job sharers and regular part-time members on the basis of seniority. However, job sharers are only eligible for additional tours for when neither partner is scheduled on their full-time line.

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

In the event that one member of the job-sharing arrangements goes on any of the above leaves of absence, the coverage will be negotiated with the Nursing Coordinator, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation:

- (g) 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 a part-time position for which she/he is qualified. 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.

Should a job sharing arrangement be discontinued and one of the job sharers is the original owner of the full-time position, the nurse will have the option of reverting to her/his full-time status or remain regular part-time.

#### **ARTICLE L - PRE-PAID LEAVE PLAN**

L-1            There shall be no more than one (1) employee (full-time or part-time) from each of the teams OR/ER/SCU, Med/Surg & OBS, and LTC (maximum of 3 employees) absent at any one time on such leave.

#### **ARTICLE M - VIOLENCE IN THE WORKPLACE**

M-1            (a)    Definition of Violence

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

(b)    Violence Policies and Procedures

The Employer agrees to develop in consultation with the JHSC formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, and support to employees who have faced violence. The policy and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee at time of hire.

(c)    Notification to the Union

The Employer will notify the JHSC and Union in writing of all incidents related to violence within four (4) days. For critical injuries the employer will notify the JHSC and the Union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

(d)    Function of Joint Health and Safety Committee

For incidents involving aggression or violence the Joint Health and Safety Committee may be requested to assist in the investigation and recommendation to prevent future incidents.

(e) Training

The Employer agrees to provide education, training, information and instruction, developed in consultation with the JHSC, on the violence prevention and harassment policies, measures, procedures and programs 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.

(f) Support and Counselling

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

(g) Damage to Personal Property

The employer will consider providing reimbursement for replacement or repair of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.

The employee will present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

The parties agree that this shall only apply to personal property reasonably required by the employee in order to perform their job.

(h) Advise Workers about a Person with a History of Violent Behaviours

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 *OHS Act* 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, where it is expected that the worker will encounter said person.

The employer will consult with the JHSC in the development of notification procedures, and these measures and procedures will be re-evaluated annually in consultation with the JHSC.

(i) Staffing Levels to deal with Potential Violence

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

**ARTICLE N - MISCELLANEOUS**

N-1 Parking

Prior to any changes to parking rates, they will be discussed at the Hospital Association Committee.

N-2 The Hospital shall continue to provide scrub gowns and lab coats to those nursing areas that presently have them provided.

For infection control reasons, the hospital will supply scrubs to nurses whose uniform becomes contaminated while at work. All scrubs provided to nurses under these conditions shall be returned to laundry.

N-3 Standby – Operating Room

(a) There shall be an equal distribution of standby duty amongst employees who normally perform the duty.

(b) Only employees on day tour shall be assigned standby.

N-4 The Hospital shall make available copies of all existing Hospital policies and rules affecting employees to the employees.

N-5 Full-time workers will be able to apply for temporary full-time vacancies of six (6) months or more in accordance with Appendix 4. Such positions will be filled in accordance with seniority.

The full-time vacancy created by this clause will be filled by a part-time nurse in accordance with Appendix 4.

N-6 When unusual circumstances occur concerning an employee's pay, the nurse will be provided with a detailed explanation. If the Hospital has made an error, the Employer will issue a cheque to the employee as soon as possible.

N-7 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.

N-8 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 through a post-dated cheque provided on a yearly basis or through a preauthorized withdrawal process.

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.

N-9 Voluntary Part time Benefits - Process for payment

The Employer agrees to continue 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 100% of 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 will provide payment of the benefits through payroll deduction on the first pay of the month.

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

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

**ARTICLE O - PREMIUM PAYMENT**

O-1 Where a full-time employee elects the option of taking time off referenced in Article 14.09, such time off must be taken within one hundred and twenty (120) days of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

Lieu time will not be scheduled off during December 15<sup>th</sup> until January 15<sup>th</sup> except in special circumstances to accommodate Christmas time off.

O-2 Part-time nurses can bank lieu time in accordance with Article 14.09 and O-1 above.

DATED AT NEW LISKEARD, ONTARIO THIS "23" DAY OF "October", 2020.

FOR THE EMPLOYER

"E. Montgomery" \_\_\_\_\_

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FOR THE UNION

"A. Furlott" \_\_\_\_\_

Labour Relations Officer

"C. Martin" \_\_\_\_\_

Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

TEMISKAMING HOSPITAL  
(referred to as the "Hospital")

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 6 week period.
- (b) The Union agrees to average such scheduled hours over the same 6 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) and (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 NEW LISKEARD, ONTARIO THIS “23” DAY OF “October”, 2020.

FOR THE EMPLOYER

“E. Montgomery”  
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FOR THE UNION

“A. Furlott”  
\_\_\_\_\_

Labour Relations Officer

“C. Martin”  
\_\_\_\_\_

Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

TEMISKAMING HOSPITAL  
(referred to as the "Hospital")

And:

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

RE: Standby Operating Room

The Parties agree to implement the following principles for Nursing Staff on Standby to the following extent:

- (a) There shall be an equal distribution of standby duty amongst employees who normally perform the duty. Only employees on day tour shall be assigned standby.
- (b) Employees may exchange or give away standby duty with the mutual consent of employees involved and the approval of the Manager.
- (c) Employees who are scheduled for on-call/standby for the Operating Room will only be called for other areas in the Hospital after the following have been exhausted:
  - 1. Look at staff assignments, rearrange current staff.
  - 2. Call in staff at regular time.
  - 3. Consider extending tours or call in staff early for next shift.
  - 4. Call in staff at premium.
  - 5. Order in.
- (d) If patient or staff safety is compromised, then the On-Call nursing staff may be required to work.
- (e) An On-Call nurse that is called into work and works beyond 24:00 will not be required to return to regular duties at the Hospital without eight (8) hours of time off. In such circumstances the nurse's schedule shall be deemed to be amended to provide the required 8 hours off from the end of the shift for which the nurse was called in, and she shall not report to work until after the 8 hour period has ended, unless she is specifically requested by the employer to do so and she agrees. In the event that the employer makes such a request, and the nurse agrees, she shall be paid one and one half time her regular rate for all hours worked that fall within the eight (8) hour period.
- (f) In the event an employee is required to work for a period greater than sixteen (16) hours in a twenty four (24) hour period, the employer shall make reasonable efforts to relieve that employee from duty.

- (g) The parties agree to form a committee to review the current practices and challenges of the Operating Room and Standby language. The committee will make recommendations to the Letter of Understanding and amend as needed. The meeting is to occur no later than November 1<sup>st</sup>, 2016.

DATED AT NEW LISKEARD, ONTARIO THIS “23” DAY OF “October”, 2020.

FOR THE EMPLOYER

“E. Montgomery”  
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FOR THE UNION

“A. Furlott”  
\_\_\_\_\_   
Labour Relations Officer

“C. Martin”  
\_\_\_\_\_   
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

TEMISKAMING HOSPITAL  
(referred to as the "Hospital")

And:

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

RE: Hybrid Schedule – Operating Room

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The Employer and the Union agree to implement the following innovative schedule, pursuant to Article 13.03 of the collective agreement. This Letter of Understanding shall be recorded in the Appendix of the Local Provisions.

Based on the needs of the Operating Room the master schedule will be a combination of 11.25 hour tours and 7.5 hour tours.

All aspects of the Collective Agreement, including scheduling regulations Article F, apply except as amended below.

- The nurse maybe scheduled for no more than three 11.25 hour tours in succession, unless an individual nurse makes a written request to work up to four consecutive tours at which time the fourth tour shall be no more than 7.5 hours.

The parties agree to meet prior to the completion of the trial period from January 13, 2020 to June 28, 2020 for the purpose of addressing concerns and the continuation of this Letter of Understanding.

The attached schedule will not incur any premium pay as provided for in the collective agreement so long as the master rotation attached remains the same and no additional tours are worked.

Should either party wish to discontinue the attached schedule, at least sixty days written notice shall be provided to the other party to this agreement. Where the Union determines that they want the schedule to be discontinued, a vote shall be conducted by secret ballot and it shall be discontinued where sixty (60) percent of those that vote so indicate.

Where the Hospital decides to discontinue the schedule, their decision shall be based on the following:

- Adverse effects on patient care,
- Inability to provide a workable staffing schedule.

DATED AT NEW LISKEARD, ONTARIO THIS "23" DAY OF "October", 2020.

FOR THE EMPLOYER

"E. Montgomery" \_\_\_\_\_

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\_\_\_\_\_

FOR THE UNION

"A. Furlott" \_\_\_\_\_

Labour Relations Officer

"C. Martin" \_\_\_\_\_

Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

TEMISKAMING HOSPITAL  
(referred to as the "Hospital")

And:

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

RE: Category B

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Regular Part-time Commitment

The Parties agree to a second category of regular part-time nurse whose commitment to the Employer at the time of the posting of the schedule, shall be:

- (a) Is available to work three (3) tours on every six schedule;
- (b) Is available to work day, evening or night shifts (regular tours and extended tours);
- (c) Is available to work the full year less five (5) weeks in which she/he is not available to work.

DATED AT NEW LISKEARD, ONTARIO THIS "23" DAY OF "October", 2020.

FOR THE EMPLOYER

"E. Montgomery"  
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FOR THE UNION

"A. Furlott"  
 \_\_\_\_\_  
 Labour Relations Officer  
  
"C. Martin"  
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 Bargaining Unit President  
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