

COLLECTIVE AGREEMENT

LOCAL ISSUES

Between:

THE WEST NIPISSING GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

FULL-TIME AND PART-TIME

Expiry: **June 7, 2021**

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APPENDIX 3 – SALARY SCHEDULE

Hourly Rate

Classification – Registered Nurse

	<u>Effective</u> <u>April 1, 2020</u>	<u>Effective</u> <u>April 1, 2021</u>
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

Classification – Diabetic Educator

	<u>Effective</u> <u>April 1, 2020</u>	<u>Effective</u> <u>April 1, 2021</u>
Start	36.86	37.23
1 Year	37.07	37.44
2 Years	37.69	38.07
3 Years	39.56	39.96
4 Years	41.44	41.85
5 Years	43.77	44.21
6 Years	46.11	46.57
7 Years	48.45	48.94
8 Years	51.92	52.44
25 Years	52.83	53.36

Classification – Graduate Nurse

	<u>Effective</u> <u>April 1, 2020</u>	<u>Effective</u> <u>April 1, 2021</u>
Start	32.50	32.83

APPENDIX 4 – APPENDIX OF SUPERIOR BENEFITS

FULL-TIME AND PART-TIME

- A-1 List of names submitted in Article 5.05 will include the addresses of nurses to be provided semi-annually.
- A-2 In calculating vacation entitlement for nurses, continuous service accumulated at St. Jean de Brebeuf Hospital by nurses who accepted employment with the Hospital on July 16, 1977, shall be included.

APPENDIX V – APPENDIX OF LOCAL ISSUES

FULL-TIME AND PART-TIME

ARTICLE A - RECOGNITION AND DEFINITIONS

A-1 Full-time

The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed by the West Nipissing General Hospital at Sturgeon Falls engaged on a full-time basis in a nursing capacity save and except head nurses, persons above the rank of head nurses.

Part-time

The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed by the West Nipissing General Hospital at Sturgeon Falls engaged to work less than five (5) full tours in the average week in a nursing capacity, save and except head nurses, persons above the rank of head nurses.

A-2 The phrase "Immediate Supervisor" when used throughout this Agreement shall mean Co-ordinator or designee.

A-3 "Bargaining Unit" refers to the Local of the Ontario Nurses` Association at the West Nipissing General Hospital; namely, Local 20.

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

B-1 The Association acknowledges that it is the function of the Employer:

- (a) to maintain order, discipline and efficiency, and to establish and from time to time alter reasonable rules and regulations governing the conduct of nurses. Such reasonable rules and regulations and any changes thereto shall be communicated to the nurses and the Association, and shall be posted on all bulletin boards;
- (b) to direct the working forces and to decide on the number of nurses needed by the Hospital at any time and to decide on the use of new or improved or changed methods and equipment;
- (c) to hire, discharge, retire, transfer, promote, demote, suspend or otherwise discipline nurses, provided that a claim of unjust promotion, demotion, transfer, lay-off, or suspension or a claim that a nurse has been discharged or disciplined unjustly may be the subject of a grievance dealt with as herein provided.

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

ARTICLE C - COMMITTEES AND REPRESENTATIVES**C-1 Nurses' Representatives**

There will be three (3) nurse representatives from the nurses in the bargaining unit.

C-2 Negotiating Committee

There will be a local negotiating committee of up to three (3) nurses from the bargaining unit.

C-3 Grievance Committee

There will be a grievance committee of up to three (3) nurses from the bargaining unit.

C-4 Hospital-Association Committee

(a) There shall be a Hospital-Association Committee comprised of three (3) representatives of the Association from the nurses in the bargaining unit and three (3) representatives of the Hospital.

(b) The bargaining Unit President/Designate will identify to the Hospital which two (2) committee members require payment under Article 6.03(e) at each Hospital Association Committee meeting.

C-5 Association Interview

The Association will be allowed to interview newly employed nurses during the Hospital's general orientation and, when possible, be notified of the date for the interview at least two (2) weeks in advance.

C-6 The Hospital will provide the Association with a list of all newly hired nurses and their classification, within two (2) weeks of hire.

C-7 Joint Occupational Health and Safety Committee

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

C-8 The Bargaining Unit President will be paid at her regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside her scheduled hours of work. Such hours will be invisible for purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked.)

C-9 The Professional Committee referred to in Article 9.02, shall include two (2) representatives of the Association, one of whom will be the Bargaining Unit President or designate. If the Hospital decides to have more than two (2) representatives on this committee, then the Association will increase its membership representation accordingly.

ARTICLE D - HOURS OF WORK

- D-1 There shall be a rest period during each one-half (1/2) tour.
- D-2 When a replacement is needed to allow the nurse to take this rest period and her meal break, the immediate supervisor or her designee shall assign a replacement at the beginning of the tour. If the nurse so assigned is unable to replace, the immediate supervisor or her designee must be notified.
- D-3 If the parties agree to any Innovative Unit Scheduling in accordance with the language of Article 13.03 during the duration of the Collective Agreement, the signed agreement between the parties will be addressed as a Letter of Understanding and appended to the Appendix of Local Provisions.
- D-4 If the parties agree to a Unit Weekend Schedule in accordance with the language of Article 13.04 during the duration of the Collective Agreement, the signed agreement between the parties will be addressed as a Letter of Understanding and appended to the Appendix of Local Provisions.

D-5 The normal hours of work on a 7½ hour tour are as follows:

- 0730 – 1530 Days
- 1530 – 2330 Afternoons
- 2330 – 0730 Nights

The normal hours of work on an 11¼ hour tour are as follows:

- 0730 – 1930 Days
- 1930 – 0730 Nights

The night shift is the first shift of the day for all scheduling purposes.

The above hours represent the normal hours of work.

Should the Hospital deem that for operational purposes, the need exists to deviate from the normal hours of work above, the parties agree that the Hospital will bring the matter for discussion at the Hospital Association Committee prior to implementing such hours.

ARTICLE E - SCHEDULING REGULATIONS

- E-1 (a) Schedules will be posted two (2) weeks in advance and shall cover a six (6) week period.
- (b) Any anticipated delay or change in the duration of the schedule will be discussed in advance with the Bargaining Unit President (or designate) and the Manager of the Unit.
- (c) Casual nurses shall not be prebooked if regular part-time nurses are available.

- (d) A regular part-time nurse must agree to work a predetermined schedule and shall be available for work four (4) 7.5 hour or three (3) 11.25 hour tours per pay period.

E-2

- (a) Requests for specific days off must be submitted in writing at least two (2) weeks in advance of posting of the schedule.
- (b) Requests for change in the posted schedule must be submitted, in writing, to the Manager and co-signed by the nurse willing to exchange days or tours of duty. All shift exchanges must be approved by the Manager or designate in writing. In extenuating circumstances which prevents the nurse from submitting request to the Manager, the request may be submitted to the designate.

It is understood that such change in tour of duty initiated by the nurse and approved by the Hospital shall not result in overtime payment to any of the nurses affected by such changes. Such change shall not be unreasonably denied.

(c) Christmas/New Year's Time Off

- i) A nurse will be scheduled off work for not less than six (6) consecutive days at either Christmas or New Year's unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and paid holidays, or premium payment shall be paid in accordance with Article 14.
 - ii) Time off at Christmas shall include Christmas Eve day, Christmas Day and Boxing Day; time off at New Year's shall include New Year's Eve Day, New Year's Day and January 2nd.
 - iii) The finalized schedule shall be posted by November 1st.
 - iv) The normal scheduling provisions may be waived to accommodate this special arrangement between December 15th and January 15th. In the event that these dates split a weekend, the whole weekend will be included.
 - v) Time off at Christmas and New Year's will alternate from year to year. Seniority shall prevail for granting time off at Christmas or New Years.
- (d) i) A nurse who has chosen equivalent time off under Article 14.09 may bank up to 75 hours, to be utilized at a mutually agreeable time.
 - ii) All hours accumulated above 75 hours will be paid out at the appropriate rate.
 - iii) Each nurse may have up to 75 hours in her bank at any given time.
 - iv) The Hospital will notify nurses monthly of the amount of time accumulated in lieu banks.

- v) All lieu banks will be paid out on March 15th pay period at the applicable rate.
- vi) If there is difficulty in scheduling time off the time limit may be extended by mutual agreement.

E-3

Normal Daily Tours - 7½ Hour Scheduling

- (a) The Hospital will endeavour to implement a Master Schedule of 7 and 3 with every second weekend off.
- (b) The Hospital will endeavour to schedule every second weekend off.
- (c) Weekends
 - i) At least every third (3rd) weekend shall be scheduled off.
 - ii) A nurse will receive premium pay for all hours worked on a third (3rd) and subsequent weekend save and except where:
 - A) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - B) such nurse has requested weekend work, or
 - C) such weekend is worked as a result of an exchange of tours with another nurse.
 - iii) Definition of a Weekend Off

It is understood that a weekend off, Saturday and Sunday, will consist of at least sixty-four (64) consecutive hours off work, unless otherwise mutually agreed.
- (d) No less than two (2) consecutive tours (16 hours) shall be scheduled off between tour changes, or premium payment shall be paid in accordance with Article 14.
- (e) No split shifts shall be scheduled or premium payment shall be paid in accordance with Article 14.
- (f) A nurse shall not be scheduled to work more than seven (7) consecutive tours, or premium payment shall be paid in accordance with Article 14.
- (g) At least forty-eight (48) hours off shall be scheduled on a tour change from the night tour or premium pay shall be paid in accordance with Article 14.
- (h) i) A nurse shall rotate on two (2) shifts only unless otherwise mutually agreed. Individual tour preferences shall be assigned according to departmental seniority.

- ii) When a nurse normally rotates, fifty percent (50%) of her tours shall be scheduled on the day tour whenever possible, according to seniority.
- iii) If requested, a full-time nurse may be granted permanent evening or night tours.
- (i) Full-time nurses shall not be scheduled single days off unless absolutely necessary, or premium payment shall be paid in accordance with Article 14.
- (j) There shall be equal distribution of all available part-time shifts according to seniority, unless otherwise mutually agreed.

E-4

Normal Daily Extended Tour - 11¼ Hour Scheduling

- (a) Extended tours shall be introduced into any unit when:
 - i) sixty-five percent (65%) of the nurses in the unit so indicate by secret ballot; and
 - ii) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
 - i) sixty-five percent (65%) of the nurses in the unit so indicate by secret ballot; or
 - ii) the Hospital because of:
 - A) adverse effects of patient care,
 - B) inability to provide a workable staffing schedule,
 - C) states its intention to discontinue the extended tour in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) 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 nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) No more than three (3) consecutive tours shall be scheduled or premium payment shall be paid in accordance with Article 14.
- (e) At least forty-eight (48) hours off shall be scheduled on a tour change from the night tour or premium pay shall be paid in accordance with Article 14.
- (f) Weekends

- i) Every second weekend will be scheduled off.
 - ii) A nurse will receive premium pay for all hours worked on a second (2nd) and subsequent weekend save and except where:
 - A) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - B) such nurse has requested weekend work, or
 - C) such weekend is worked as a result of an exchange of tours with another nurse.
 - iii) It is understood that a weekend off, Saturday and Sunday, will consist of at least sixty (60) consecutive hours off work, unless otherwise mutually agreed.
- (g) At least fifty percent (50%) of a full-time nurse's tours will be day tours unless otherwise requested by the nurse.
- (h) Seven (7) consecutive days off shall be scheduled for full-time nurses in each six (6) week period.

E-5 Nurses will not be scheduled to work any tour other than the normal daily 7½ hour tour or the normal extended 11¼ hour tour without their consent.

- E-6
- (a) The Employer agrees to schedule regular part-time nurses according to their commitment on the posted schedule on that Unit on an equal basis.
 - (b) All regular part-time nurses shall be scheduled up to their committed hours before any casual part-time nurses are utilized.
 - (c) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses on that Unit provided that no nurse will exceed her commitment as a result of being offered such extra tours where there are regular part-time nurses who have not been offered their commitment of shifts.
 - (d) Where all regular part-time nurses have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time nurses on the basis of seniority.
 - (e) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority.
 - (f) Scheduled vacation hours will count towards commitment hours at the point of scheduling.

(g) Offering of Premium Hours

Premium hours will be offered, to those qualified to perform the work, on the basis of seniority in the following manner:

- i) regular part-time nurses
- ii) regular full-time nurses
- iii) casual nurses

E-7 Part-Tours

Where tours of less than seven and one-half (7.5) hours are required, Article E in its entirety applies except as amended by the following:

- (a) There shall be an equitable distribution of part-tours among the part-time nurses in each unit.
- (b) No part-time nurse will be scheduled solely on tours of less than 7.5 hours in the scheduling period, except where such arrangements are requested by the nurse.
- (c) The Hospital will endeavor to keep the number of tours comprised of less than seven and one-half (7.5) hours to a minimum (or to a reasonable level).

E-8 In accordance with Article 10.08 (a) of the Collective Agreement the parties agree to the following with regards to reassignment. The reassignment will be from the employee's home unit to any other unit as required by the Hospital for the period of time up to and including a single or partial shift.

- a) Reassignment will occur bearing in mind the following principles:
 - i) Patient care and safety requirements are first priority.
 - ii) The Hospital will not reassign probationary employees.
 - iii) The Hospital will reassign, where possible, employees who volunteer and are qualified to perform the available work.
 - iv) The reassigned nurse will be the most junior nurse on the unit who is qualified to perform the available work.
- b) The reassigned employee will be assigned to work as part of the Health Care Team on the receiving unit.
- c) The Health Care Team will familiarize the reassigned employee to the general functioning of the unit, and will collaborate in providing patient care.

E-9 Hybrid Schedule

The hybrid schedule is defined as one that results in an employee being scheduled to work a combination of extended tours (11.25 hour tours) and normal tours (7.5 hour tours) within the scheduling period.

The hybrid schedule must comply with scheduling regulations outlined below:

Part-Time

The Hospital will continue to endeavour to schedule employees off every other weekend however depending on the unit schedule, nurses may be scheduled two (2) out of four (4) weekends. However, an employee will receive, as per Article 14.03, premium payment for all hours worked on a third (3rd) consecutive and subsequent weekend, save and except where:

- Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- Such weekend has been worked as a result of an approved exchange of tours with another employee; or
- Such nurse has requested weekend work.

It is understood that a weekend off, Saturday and Sunday, will consist of at least sixty (60) consecutive hours off work, unless otherwise mutually agreed.

Employees will not be scheduled to work more than:

- Three (3) extended tours (11.25 hour), or
- Seven (7) normal (7.5 hour) tours or tours of less than 7.5 hours, or
- A combination of four (4) tours in a row with no more than two (2) 11.25 hours in this combination, unless mutually agreed.

Should an employee work more than what is outlined above, she/he shall receive premium pay as per Article 14.03 for all hours worked on subsequent shifts except where:

- The extra shift is worked by the employee to satisfy specific requested days off; and
- The extra shift is worked as a result of an exchange of tours with another employee.

E-10 Missed Shift Remedy

Should a nurse be inadvertently missed on a call in shift, he/she will be offered the next available shift within two (2) pay periods of the missed shift. Such shift will not result in a premium situation.

ARTICLE F - PAID HOLIDAYS

F-1 The following holidays shall be recognized:

New Year's Day
January 2nd

Civic Holiday
Labour Day

3 rd Monday in February	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
3 rd Monday in June	Canada Day - July 1 st

F-2 Nurses shall be paid premium payment for all hours worked between 0001 hours and 2400 hours on a paid holiday.

F-3 7½ Hour Scheduling

- (a) A nurse scheduled off on a holiday weekend shall have the paid holiday included with her weekend off.
- (b) If the nurse works the holiday weekend, she shall also work the paid holiday, unless it is the 8th consecutive shift or otherwise mutually agreed.

F-4 Full-Time

Lieu days shall be granted within sixty (60) days before or after the date on which the holiday was observed to be taken at a day mutually agreed upon between the nurse and her immediate supervisor. In the event the lieu day is not taken within the sixty (60) days noted above, it will be scheduled by the immediate supervisor.

ARTICLE G - VACATIONS

G-1 The vacation year for the purpose of entitlement shall be the calendar year.

- G-2
- (a) Vacation schedules shall be posted two (2) times per year for a six (6) month period.
 - i) For the June to November period the vacation scheduler will be posted by February 15th of each year. Vacation time shall be requested by March 30th. A finalized vacation request list shall be posted by April 30th. The finalized working schedule covering July and August will be posted by June 1st.
 - ii) For the December to May period the vacation scheduler will be posted by September 15th of each year. Vacation time shall be requested by October 15th. A finalized vacation request list shall be posted by October 30th.
 - (b) For the period from September to June a nurse may select from vacation not booked on a first come first served basis. Such request must be submitted in writing at least two (2) weeks in advance of posting the schedule (Article E-I), whenever possible.
 - (c) The first three (3) weeks of vacation may be allotted to a nurse separately or on a consecutive basis and the fourth and succeeding weeks of vacation, if any, at a mutually agreeable time.

- (d) Vacation must be taken before December 21st of each year, unless otherwise mutually agreed. Any unused vacation not booked by November 15th will be paid out in the following pay period.
- G-3 Should a full-time nurse desire in advance cheques which would be paid during her vacation period, a request must be submitted to the Payroll Department two weeks in advance of the commencement of the vacation.
- G-4 The Hospital will endeavour to continue its practice of scheduling off the weekend before and the weekend following a nurse's vacation however the Hospital may require a nurse to work, the weekend prior to her/his vacation or the weekend following her/his vacation, unless waived by the nurse during July and August.
- G-5 Prior to leaving on a vacation nurses shall be notified of the date and time on which to report for work following vacation.
- G-6 In the event of conflict with regard to scheduling of vacation, seniority shall prevail.
- G-7 Vacation may be booked in single days off. It is understood and agreed that a nurse requesting a week off will be given preference.
- G-8 Vacation Cancellation
- It is agreed by the parties that the Nursing Unit Managers may grant a nurse's request to cancel her vacation provided the request is submitted two (2) weeks prior to the posting of the schedule.

ARTICLE H - SENIORITY LIST

- H-1 Seniority lists shall be posted every six (6) months, January and July.

ARTICLE I - ASSOCIATION LEAVE

- I-1 Leave of absence for Association business shall be given to an aggregate maximum for all nurses of sixty (60) days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than two (2) nurses from one section shall be absent on such leave at the same time.
- I-2 Local Co-ordinator Leave
- (a) The Hospital agrees to grant leaves of absences, 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.
- (b) Such Leave will be separate and apart from I-1 above.
- I-3 In accordance with Article 9 of the Central Agreement, the Hospital may grant paid professional leave days. The nurse shall submit a written request to her/his immediate supervisor for consideration.

ARTICLE J - BULLETIN BOARDS

J-1 The Hospital will provide bulletin board space for the purpose of posting notices and other matters restricted to Association business. All such notices must be signed by a member of the Association executive.

ARTICLE K - ORIENTATION

K-1 Newly hired nurses shall have an orientation program which would include:

- (a) A Minimum of two (2) days orientation to the Hospital.
- (b) Up to a maximum of six (6) weeks of orientation.

ARTICLE L - PRE-PAID LEAVE PLAN

L-1 At least one (1) full-time nurse and one (1) part-time nurse shall be allowed off at a time.

ARTICLE M - JOB SHARING

M-1 The parties agree to implement job sharing under the following provisions:

- (a) Employees or the Employer may propose a job sharing scheme. Each request shall be considered on an individual basis and if agreed to by the Association and the Employer, it shall be implemented on a trial basis for a period of three (3) months.
- (b) Full-time employees who enter into a job sharing scheme become members of the part-time bargaining unit and shall be covered by the terms of that agreement and will not be able to revert to a full-time position unless a vacant or new position becomes available.
- (c) Such proposal shall be limited to splitting one (1) full-time position into two equal parts.

It is understood and agreed that nurses presently job sharing under a different arrangement can continue to do so until such time that one of the partners leaves. The remaining nurse will then be covered by the above clause.

- (d) Job sharers may be called for additional unscheduled shifts only after all other regular part-time employees have been called.
- (e) Job sharers may exchange shifts with their partner, as well as with other nurses as provided for by the Collective Agreement.
- (f) Job sharers may be expected to cover each other for vacation, maternity leave and other leaves of absence pursuant to Article 11 and 12 of the

Central Agreement. They will notify their Manager if they are unable to cover the period of absence. Coverage will then follow the Collective Agreement.

Job sharers will be given the opportunity to replace each other in the event that a job sharer has agreed to do a temporary assignment outside of the bargaining unit.

When job sharers replace each other for vacation, they shall not be counted in their nursing unit's vacation quotas.

(g) Implementation

- i) 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.
- ii) A full-time nurse wishing to share her position may do so without having her portion of the position posted. The remaining portion of the job sharing position will be posted as a temporary job shared position for the trial period and if the position remains as a job shared, then becomes permanent without being reposted and selection will be made on the criteria set out in the Collective Agreement.
- iii) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the posted position, the remaining nurse will revert to her former status. If the remaining nurse was previously part-time, then the shared position would revert to a full-time position and be posted according to the Collective Agreement.

(h) Discontinuation

- i) Either party may discontinue the job sharing arrangement with sixty (60) days notice. It is agreed and understood that such discontinuation shall not be unreasonable or arbitrary.
- ii) Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuance.

ARTICLE N - MISCELLANEOUS

N-1 Make-up cheques for monies in excess of fifty dollars (\$50.00) will be provided:

- Within five (5) working days
- Or if the nurse requests, the amount be issued by direct deposit on his/her next pay.

N-2 The Hospital may consider full-time nurses for temporary full-time vacancies in accordance with Article 10.06 (d).

N-3 Notifications to Unsuccessful Job Applicants

- (a) Any unsuccessful candidate for an ONA job posting will be notified prior to the posting of the name of the successful candidate. A written notification will be forwarded to the unsuccessful applicant.
- (b) The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

ARTICLE O - WORKPLACE SAFETY AND INSURANCE BOARD/MODIFIED WORK PROGRAM

O-1 Modified Work/Return to Work Program

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

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication the Hospital and the Union agree that participants will use electronic communication where available.

- (a) A Return to Work Committee consisting of two (2) members of management and two (2) members of the Bargaining Unit, will be established.
- (b) 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 disabled, to enable their safe return to work, without creating undue hardship to the operation of the Hospital.
- (c) In creating a return to work plan, the committee will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
 - i) Original position
 - ii) Original unit
 - iii) Original unit/position with modifications to the work area and/or equipment and/or work arrangement.
 - iv) Alternate positions outside the original unit
 - v) Alternate positions outside the bargaining unit
- (d) Meetings of the Committee shall be scheduled where practical, during working hours. The Hospital will provide replacement staff where operationally required.

- (e) The Hospital will notify the Bargaining Unit President of the name of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- O-2 The Hospital will provide to the Union, a monthly list of all employees on modified work programs at the beginning of each month.
- O-3 The Hospital agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time it is sent to the Board.

ARTICLE P - VIOLENCE IN THE WORKPLACE

P-1 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 make every reasonable effort to rectify the abusive situation.

P-2 Violence Policies and Procedures

The Employer 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.

P-3 Notification to the Union

The Employer shall notify the Union within three (3) days of any employee reporting having been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Occupational Health and Safety Committee.

P-4 Staffing Levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees must be present.

P-5 Training

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

P-6 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.

P-7 The Hospital will consider reimbursement of damages incurred to the employee's personal property such as eyeglasses, contact lenses, or other prosthesis, etc ripped uniforms, personal clothing as a result of being assaulted while performing his/ her work.

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

P-8 WSIB Surcharge Rebate Info

The Employer shall provide the JHSC with all information about surcharges and/or rebates from WSIB under their NEER program.

SIGNING PAGE

DATED at Sturgeon Falls, Ontario, this 14th day of September, 2020

FOR THE EMPLOYER

FOR THE UNION

"Mireille Mageau"

"Jennie Critchley-Pineo"
Labour Relations Officer

"Cynthia Désormiers"

"Deborah McMurray"

"Jamie Cushing"

LETTER OF UNDERSTANDING

Between:

WEST NIPISSING GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: Voluntary Part-Time Benefits – Process for Payment

The Employer agrees to provide part-time nurses with the option of voluntary participation in the following benefits; Dental, Extended Health Care and Semi-Private. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums.

Any part-time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

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

The benefits offered to part-time nurses are as described in Appendix A. Details provided in this Appendix are subject to approval by the Hospital's insurance carrier.

The parties agree to meet within the next twelve months in regards to renewing of this Letter of Understanding.

DATED at Sturgeon Falls, Ontario, this 14th day of September, 2020

FOR THE EMPLOYER

FOR THE UNION

"Mireille Mageau"

"Jennie Critchley-Pineo"
Labour Relations Officer

"Cynthia Désormiers"

"Deborah McMurray"

"Jamie Cushing"

APPENDIX A – ONA PART-TIME BENEFITS

Eligibility

- Permanent part-time nurses
- Minimum hours as per Article E-1 (c)
 - A regular part-time nurse must agree to work a pre-determined schedule and shall be available for work 4 (7.5 tour) or 3 (11.25 tour) per pay period

Premium Payment

- 100% paid by employee
- Paid monthly through payroll deduction

Enrolment

- Voluntary
- One (1) time enrolment (30 day period) in which all part-time nurses may join the plan without evidence of good health
- Enrolment after the 30 day period - members will be considered as a late entrant and medical evidence will be requested
- Each new employee will also be given the option of joining the plan within 30 day period without the evidence of good health
- Have to enroll in all (EHC, Semi-Private & Dental) unless have evidence of spousal coverage in one or two of the options
- Participants must sign a commitment to enroll in the benefit(s) for a minimum of one (1) year

Costs - Same as ONA active for 1st year + P.S.T.

Renewals

- Rates are subject to annual renewal
- New rates will be based on utilization

Group

- Set up as a separate group

LETTER OF UNDERSTANDING

Between:

WEST NIPISSING GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: Hours of Work Agreement

The Ontario Nurses' Association (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 purposes and to the following extent:

1. To allow for a workable master rotation or schedule over a standard 6 week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time employees and an average of no more than 75 hours in two weeks for part-time employees.
2. 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*.
3. 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*.

This agreement reached between the parties will remain in effect for the duration of the Collective Agreement.

DATED at Sturgeon Falls, Ontario, this 14th day of September, 2020

FOR THE EMPLOYER

FOR THE UNION

"Mireille Mageau"

"Jennie Critchley-Pineo"
Labour Relations Officer

"Cynthia Désormiers"

"Deborah McMurray"

"Jamie Cushing"

LETTER OF UNDERSTANDING

Between:

WEST NIPISSING GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Re: Cross Training

This Letter of Understanding was developed in order to guide the process of hiring and training of employees hired into dual positions at the West Nipissing General Hospital. The intent of the agreement is to allow flexibility in terms of staffing to manage patient acuity. The agreements made in this document are on a without prejudice, without precedent basis.

The cross training will occur in the following manner:

- (a) The parties agree that no more than 30% FTE of the registered nursing staff will be hired into dual nursing positions.
- (b) Nurses hired into dual positions will be assigned a home unit.
- (c) Nurses hired into dual positions will select vacation from their home unit.
- (d) Once employees are cross-trained the Hospital will endeavor to book the employee's tours equally in both areas where operationally feasible. This will allow trained employees to maintain their skills in both areas.
- (e) The parties agree to discuss any changes required to this Letter of Understanding, prior to implementing said changes.

DATED at Sturgeon Falls, Ontario, this 14th day of September, 2020

FOR THE EMPLOYER

FOR THE UNION

"Mireille Mageau"

"Jennie Critchley-Pineo"
Labour Relations Officer

"Cynthia Désormiers"

"Deborah McMurray"

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