

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: March 31, 2025

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APPENDIX 3 – SALARY SCHEDULE

Hourly Rate

<u>Classification – Registered Nurse</u>		
	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>
Start	\$37.93	\$39.07
1 Year	\$38.88	\$40.05
2 Years	\$39.86	\$41.06
3 Years	\$41.65	\$42.90
4 Years	\$43.52	\$44.83
5 Years	\$45.70	\$47.07
6 Years	\$47.98	\$49.42
7 Years	\$50.38	\$51.89
8 Years	\$54.37	\$56.00

<u>Classification – Diabetic Educator</u>		
	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>
Start	\$41.66	\$42.91
1 Year	\$42.74	\$44.03
2 Years	\$43.84	\$45.16
3 Years	\$45.80	\$47.17
4 Years	\$47.89	\$49.33
5 Years	\$50.27	\$51.78
6 Years	\$52.75	\$54.33
7 Years	\$55.39	\$57.05
8 Years	\$59.79	\$61.58

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.

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 Manager 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, they may be replaced by an alternate appointed by the Union.

C-8 The Bargaining Unit President will be paid at their regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside their 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 their meal break, the immediate supervisor or their designee shall assign a replacement at the beginning of the tour. If the nurse so assigned is unable to replace, the immediate supervisor or their 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:

0700 – 1500	Days
1500 – 2300	Afternoons
2300 – 0700	Nights

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

0700 – 1900	Days
1900 – 0700	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 four (4) 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 unless mutually agreed otherwise; time off at New Year's shall include New Year's Eve Day, New Year's Day and January 2nd, unless mutually agreed otherwise.
- iii) Nurses may request to not have the 6 scheduled days off and keep their schedules as close to the master rotation as possible, provided they provide the Employer with notice at least two (2) weeks prior to the posting of the schedule. The request must be mutually agreed upon between the nurse and manager or delegate.
- iv) The finalized schedule shall be posted by November 1st.
- v) The normal scheduling provisions may be waived for the purpose of posting the schedule to accommodate this special arrangement between December 15th and January 15th however, the Hospital will endeavour to maintain the scheduling objectives during this period. In the event that these dates split a weekend, the whole weekend will be included.
- vi) 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) Christmas Wish List

In order to provide Managers a better idea of a nurse's Christmas schedule wishes, nurses will have the opportunity to make their Christmas Wish list known. This Wish List will be submitted starting August 15th and ending September 15th at 1700hr. Such requests are a wish and not guaranteed.

If a Christmas Wish List is not completed, a nurse will be scheduled as per the Collective Agreement.

- (e) 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 their 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 for the hours worked in that forty-eight (48) hour period.
- (h) There shall be no single tours off pre-scheduled between tours, otherwise premiums shall be paid in accordance with article 14.
- (i)
 - 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 their 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.
- (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 for the hours worked in that forty-eight (48) hour period.
 - (f) There shall be no single tours off pre-scheduled between tours, otherwise premiums shall be paid in accordance with article 14.
 - (g) 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.
 - (h) At least fifty percent (50%) of a full-time nurse's tours over the scheduling period will be day tours unless otherwise requested by the nurse.

- (i) 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 their 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, they 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, they 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.

E-11 Master Rotations

- (a) The Bargaining Unit President will be provided with a copy of all

current master rotations no later than January 30th in each year.

- (b) Master Rotations will not be changed without the agreement of the employees on the unit and the Union. Such agreement will be secured by a secret ballot vote of the employees. Where two (2) part-time employees share a full-time position in a job-sharing arrangement, the regular part-time employees in the job-sharing arrangement will each be entitled to one (1) vote. The vote must equal or exceed seventy percent (70%) of the employees on the unit on a master rotation for the master rotation to be changed. NOTE: Where regular part-time follow a master, the above language is to be amended to include regular part-time with the right to vote. Requests to amend current master rotations will be submitted to the Bargaining Unit no less than ninety (90) days prior to the scheduled posting of any master rotation schedule. The master rotation schedule will not be implemented on any unit until such time as the parties have reviewed the changes and an agreement has been reached. Such agreement shall not be unreasonably withheld.
- (c) Where a master rotation schedule is required to change as a result of a permanent long-term layoff, or the addition of new full-time positions, the employees on the affected unit will be provided with 90 days' notice that their master rotation may be amended. Where the staffing changes do not result in a need to change the master rotation schedule, it will not be changed. Where a master rotation is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority. Where the master rotation contains a job-sharing arrangement, the seniority of the two regular part-time employees sharing the full-time position will be added together and divided by two (2) to determine the seniority to be used for the awarding of the rotations.
- (d) Individual lines on a master rotation shall not be changed without prior discussion between the employee affected, the Union and their immediate supervisor. Where an employee has complained to their Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Union.
- (e) Where a unit has a master rotation and a full-time line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. Considering appropriate skills of registered employees, the transfer may be granted to a full-time employee on the affected unit prior to filling the vacancy. Members shall provide their written expression of interest of a vacant line to the Manager or delegate within the same timeframe outlined in 10.07 a) i).
- (f) Units without master rotation schedules that wish to formulate and

implement master schedules for full-time employees will select two (2) employees from their unit to sit on a committee with a member of the Bargaining Unit Leadership and an equal number of Hospital Representatives to develop a master rotation schedule to meet the needs of that particular unit, subject to all posting and scheduling requirements of the Collective Agreement.

ARTICLE F - PAID HOLIDAYS

F-1 The following holidays shall be recognized:

New Year's Day January 2 nd	Civic Holiday
3 rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
3 rd Monday in June	Boxing Day
	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 and 11 ¼ Hour Scheduling

- (a) A nurse scheduled off on a holiday weekend shall have the paid holiday included with their weekend off.
- (b) If the nurse works the holiday weekend, they 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 their 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 their 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 their vacation or the weekend following their 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 their 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 they 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 their 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.

- (c) The Employer will endeavour to not reassign nurses who are completing 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 their position may do so without having their 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, their position will be posted. If there is no successful applicant to the posted position, the remaining nurse will revert to their 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 their 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.

N-4 Uniform Allowance

- (a) Nurses shall receive uniform allowance of One Hundred-Twenty Dollars (\$120.00) annually for full-time employees and Seventy-Five Dollars (\$75.00) for regular part-time employees to be paid on the first pay period in January.
- (b) Where the Employer supplies uniforms, they will do so at no cost to the employee. Members who work exclusively in units where the Employer supplies uniforms, uniform allowance under (a) shall not be paid.
- (c) Uniform allowance shall only be paid upon member's completion of the probationary period as per article 10.01 a).

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 their:
 - 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 (JHSC) or health and safety representative, formalized explicit policies and procedures to deal with violence. The policies will address prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees and supervisors.

P-3 The Employer and the Union recognize the Employer's obligation under Section 25 (2) (h) to take every precaution reasonable to protect employees and Section 32.0.5 (3) of the *Occupational Health and Safety Act* to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

The Employer, in consultation with the JHSC or health and safety representative, shall develop and implement an effective written measure and procedure to put in place a visible and electronic warning system for all employees who may be exposed to patients who have a history of violent behavior. Such a system shall include flagging measures such as:

- i) Information about individual patient behaviours, triggers and interventions.
- ii) Pre-admitting checklist.
- iii) Computerized record of patient's history of violence.
- iv) Readily visible signage on the outside of the patient chart.
- v) Visible notation on the face sheet of the patient chart.
- vi) Signage for patient room doors.
- vii) Signage at bedside if multiple occupancy room and/or easily identifiable wrist band that identifies a history of violence.
- viii) A method to communicate pertinent information about a patient and associated visitors to all employees; and,
- ix) The development of measures and procedures for employees to summon immediate assistance.

P-4 Notification to the Union

The Employer shall notify the Union within three (3) days of any employee reporting having been assaulted while performing their work. The assaulted employee may choose to have their 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-5 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-6 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-7 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-8 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 their work.

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

P-9 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 16th day of January , 2024

FOR THE EMPLOYER

FOR THE UNION

"Jennifer Moore: VP/CNE"

"Neil Jones"_____

Labour Relations Officer

"Miereille Mageau"_____

"Melissa Marcoux"_____

"Katy Halls"_____

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 Inclusive of Appendix A

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.

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: 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 40% 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 employees' 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.

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: Full-Time Master Rotation Working Group

The terms and conditions of the Collective Agreement apply with the exception of what is set out below:

The parties will meet within six months of the signing of this agreement to discuss full-time master schedules that will apply to all units entering into this scheduling arrangement.

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: Charge - Registered Nurse Positions

Whereas the parties discussed the addition of two (2) positions which the Employer has decided to staff with RNs.

Therefore, the parties agree to the following:

1. The above classification will be recognized as a separate classification pursuant to Article 19 of the Collective Agreement. The wage grid will become part of the Local Appendices, to the Collective Agreement and shall be as follows:

Classification – Charge Registered Nurse		
	Effective April 1 2023	Effective April 1 2024
Start	41.93	43.07
Year 1	42.88	44.05
Year 2	43.86	45.06
Year 3	45.65	46.90
Year 4	47.52	48.83
Year 5	49.70	51.07
Year 6	51.98	53.52
Year 7	54.38	55.89

Year 8	58.37	60.00
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2. Placement on the Wage Grid – Incumbents in the Charge Registered Nurse positions will be placed on the above wage grid at the step which corresponds with their current hourly rate of pay. In the event that an incumbent nurse's currently hourly rate falls between steps in the above wage grid, the incumbent nurse will be placed on the next higher step.
3. This letter of understanding will form part of the Collective Agreement.

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: Full-Time Extended Tour – Pensionable Hours

The parties agree that in order to achieve Full-Time nurses having one thousand nine hundred and fifty (1950) pensionable earnings hours per calendar year, without making changes to the current master schedule, the following terms and conditions shall apply:

1. Nurses will be required to pick up additional shifts in order to ensure they are scheduled to work nineteen-hundred and fifty (1950) hours in one (1) calendar year. The additional tours shall be added prior to any casual and/or Regular Part-Time nurses being offered shifts, with exception of Regular Part-Time nurses being scheduled to their commitment. These tours will be mutually agreed upon between the Manager or designate and the nurse.
2. The Manager or designate of the unit and the nurse will meet no later than December 1 of the current year to select the additional tours as described in provision #1 above, for the next calendar year. A Nurse shall have their requests granted according to seniority. Should the nurse fail to request any/all required additional shifts by the date above without providing a reasonable explanation, the additional shifts will be scheduled by the Employer during the nurses otherwise seven (7) consecutive days off within the next four (4) months.
3. It is agreed that the additional hours or the equivalent tours worked within the calendar year will be paid at straight time and will negate any overtime premiums at time of posted schedule. The nurse may request to use vacation or paid holidays (lieu days) for these shifts. Requests shall not be unreasonably denied.
4. Notwithstanding the above, the parties agree that any of the nineteen-hundred and fifty (1950) hours may be drawn from the nurses' association leave, committee hours and mandatory education hours with mutual agreement between management and the nurse, provided that the hours are deemed pensionable hours. It is understood that the nurse must identify these hours at the time of

earning to the scheduler or designate. These hours will be recorded on a tracking tool by the scheduler or designate.

5. For purposes of tracking the one thousand nine hundred and fifty (1950) hours, the Manager or designate of the unit will provide a nurse with an electronic tracking report. The tracking report will be used by the nurse to track Healthcare of Ontario Pension Plan (HOOPP) pensionable earnings for the calendar year they are currently working in. The tracking report will be provided to the nurse by September 1. If a nurse requires additional hours towards their pensionable earnings, the nurse may approach the Manager or designate of the unit on or before October 1 to be scheduled to work with mutual agreement. The nurse may also request the option to use lieu days and/or vacation to make-up any needed hours. The intent of this clause is to provide the nurse with a second review of their annual hours and provide them with a last opportunity to make up any missed hours before the end of the calendar year.

The parties agree that all terms and conditions of the Central and Local Collective Agreements apply save where amended in this Letter of Understanding.

During the term of this LOU, should issue(s) arise, the parties agree to meet within 60 days to discuss the issue(s). Any amendments to the LOU may be done by mutual agreement between the parties.

This Letter of Understanding will be attached to and form part of the Collective Agreement and will remain in effect for the term of the current collective agreement, at which time, the LOU will be revisited.