

**COLLECTIVE AGREEMENT**

Between:

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

And:

**ENGLEHART & DISTRICT HOSPITAL**  
(hereinafter referred to as the "Employer")

EXPIRES: March 31, 2020

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## APPENDIX 3

## ENGLEHART AND DISTRICT HOSPITAL

SALARY RATES

## REGISTERED NURSE

	Effective April 1, 2018	Effective April 1, 2019
START	\$32.66	\$33.23
1 YEAR	\$32.81	\$33.39
2 YEARS	\$33.36	\$33.94
3 YEARS	\$35.00	\$35.62
4 YEARS	\$36.66	\$37.30
5 YEARS	\$38.72	\$39.40
6 YEARS	\$40.80	\$41.52
7 YEARS	\$42.89	\$43.64
8 YEARS	\$45.94	\$46.75
25 YEARS	\$46.76	\$47.57

## GRADUATE NURSE

	Effective April 1, 2018	Effective April 1, 2019
START	\$30.47	\$31.00
1 YEAR	\$30.69	\$31.23
2 YEARS	\$31.27	\$31.82

A graduate nurse holds a temporary certificate of registration with the College of Nurses of Ontario. When the nurse provides the employer with a general certificate of registration, she/he will be placed at the equivalent year level on the Registered Nurse pay scale.

The parties agree to abide by Article 2.02 of the Central Collective Agreement.

APPENDIX 4

SUPERIOR CONDITIONS

14.11 Ambulance Escort:

Note: Where a nurse is required to perform ambulance escort outside of her/his scheduled shift, she/he shall be paid a minimum of four (4) hours pay at straight time or such greater amount as applicable.

APPENDIX 5

LOCAL PROVISIONS

**ARTICLE A - RECOGNITION**

A-1 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Englehart & District Hospital Incorporated in the Town of Englehart, save and except Head Nurses and persons at or above the rank of Head Nurses.

**ARTICLE B - MANAGEMENT RIGHTS**

B-1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and without limiting the generality of the foregoing it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, discharge and suspend or otherwise discipline nurses provided that a claim by a nurse that she/he has been discharged or otherwise disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter and enforce reasonable rules and regulations to be observed by the nurses;
- (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of nurses required from time to time, the services to be performed, the standards of performance of all nurses, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

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

**ARTICLE C - COMMITTEES AND REPRESENTATIVES**

C-1 Union Representatives

There will be two (2) Union Stewards.

C-2 Negotiating Committee

In accordance with Article 6.02 (a) there shall be a Negotiating Committee of up to three (3) bargaining unit members.

C-3 Grievance Committee

In accordance with Article 6.02 (b), the Employer will recognize a Grievance Committee of up to two (2) bargaining unit members. When a regular member is not available, she/he may be replaced by an alternate member who is appointed by the Union.

C-4 Hospital-Association Committee

This Committee shall be composed of up to two (2) members in total with equal representation from the Employer. When a regular member is not available she/he may be replaced by an alternate appointed by the Union. Any other person may attend by agreement of the parties, at no additional cost to the Employer.

The Bargaining Unit President/designate will identify to the Employer which committee members require payment under Article 6.03(e) at each Hospital-Association Committee meeting.

C-5 Occupational Health and Safety Committee

The Employer will recognize one (1) bargaining unit member of the Joint Occupational Health and Safety Committee, with one as a certified member. When the regular member is not available, she/he may be replaced by an alternate, appointed by the Union.

C-6 Union Interview

The interview period as provided in Article 5.06, will be scheduled during the employee's probationary period at a time mutually agreed to by the Union. The Employer will advise the Bargaining Unit President or designate of all employees to be interviewed.

C-7 The Parties shall notify each other in writing of the names of their respective representatives and or committee members. Such names shall be posted on the ONA Bulletin Board.

C-8 Professional Development Committee

In accordance with Article 9.02 (a), there shall be a Professional Development Committee (ONA Education Committee) of not more than two (2) bargaining unit representatives.

**ARTICLE D - PAID HOLIDAYS**

D-1 For the purpose of Article 15.01, the following shall be the designated days:

- |                             |                                       |
|-----------------------------|---------------------------------------|
| New Year's Day - January 1  | Third Monday in February (Family Day) |
| Good Friday                 | Easter Monday                         |
| Victoria Day                | Canada Day - July 1                   |
| Civic Holiday               | Labour Day                            |
| Thanksgiving Day            | Remembrance Day - November 11         |
| Christmas Day - December 25 | Boxing Day - December 26              |

- D-2 Where a full-time employee is entitled to a lieu day under Article 15.04 and 15.05, such days off must be taken within ninety (90) days after the holiday unless otherwise mutually agreed or payment shall be made in accordance with Article 15.03.
- D-3 Holiday pay shall be paid for each hour worked on the paid holiday (2330 - 2330 hours).

**ARTICLE E - VACATIONS (FULL-TIME AND REGULAR PART-TIME)**

- E-1 (a) The date for determining vacation entitlement under Article 16.01 shall be March 31<sup>st</sup> of each year.  
  
(b) For scheduling purposes, the vacation year will be from April 1<sup>st</sup> to March 31<sup>st</sup> of the following year.
- E-2 Prior to leaving on vacation nurses shall be notified of the date and time on which to report for work following the vacation if the schedule has not been posted for such a date. Vacations may be scheduled to commence on any day of the week.
- E-3 The Employer will give preference to nurses in accordance with bargaining unit seniority within the given unit. In accordance with the foregoing, the Employer will post vacation quotas by January 1<sup>st</sup> and accept vacation requests until February 1<sup>st</sup>. An approved and finalized vacation schedule will be posted by March 1<sup>st</sup>.  
  
Vacation requests after February 1<sup>st</sup> will be granted on a first come first served basis, not on the basis of seniority. If more than one request for the same period of vacation comes in on the same day then vacation will be granted on the basis of seniority.  
  
If no vacation allotment is indicated by the following September 1<sup>st</sup>, the vacation will be scheduled by mutual agreement between the employee and their Manager. If there is no agreement, the Manager will make the final decision.  
  
The Employer shall grant vacation requests subject to the staffing requirements of the Hospital.
- E-4 An employee shall be permitted to carry-over up to thirty-seven and one half (37 ½) hours of vacation to the next vacation year.
- E-5 Vacation pay for part-time nurses will be banked on a bi-weekly basis and such vacation pay will be paid out on the first pay period in April and the first pay period in October of each year.
- E-6 Vacation lists for full-time nurses shall be separate and distinct from regular part-time nurses.
- E-7 Nurses may request vacation time off in single days or multiples thereof. Such days may be taken when practicable. Requests for full weeks of vacation will supersede the above. Full weeks of vacation are defined as seven (7) consecutive days off.

**ARTICLE F - SCHEDULING - FULL-TIME/REGULAR PART-TIME**F-1 Extended Tours - Introduction and Discontinuation

- (a) Extended tours shall be introduced into any unit when:
- i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot, and
  - ii) the Employer agrees to implement extended tours; such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
- i) Fifty-one (51) percent of the nurses in the unit so indicate by secret ballot; or
  - ii) the Hospital, because of:
    - A) adverse effects on patient care, or
    - B) inability to provide a workable staffing schedule, or
    - C) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,
 states its intention to discontinue extended tours 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 extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

F-2 Extended Tours - 11¼ Hour Tour

- (a) Shift schedules will be posted at least four (4) weeks in advance and shall cover an eight (8) week period. At the time of posting all shifts will be covered.

Any anticipated delay or change in the duration will be communicated in advance to the Union by the Manager of the unit.

Master rotations will not be altered without the written agreement of the Union. Requests to amend current master rotations will be submitted to the Bargaining Unit no less than sixty (60) 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.

- (b) Where full-time nurses work an average of seven (7) extended tours in a two (2) week period, three and three quarter hours (3¾) will be banked to be taken as time off with pay at the nurses regular straight time rate of pay. Such time off will be scheduled at a mutually agreeable time prior to March 31 of each year.
- (c) Nurses will not be required to work more than three (3) consecutive tours. Nurses who work more than three (3) consecutive extended tours will receive premium pay in accordance with Article 14.03 of the collective agreement for any 4<sup>th</sup> and subsequent consecutive tours. Such premium will not apply if it is a result of an exchange of tour with another employee.
- (d) At least forty-eight (48) hours off will be given to the full-time nurses between shift changes, unless by request of or agreed to by the nurse.
- (e) Split shifts will not be scheduled.

- (f) i) Full-time nurses will have every second weekend off. A weekend shall be a minimum of sixty (60) consecutive hours off work during the period following the completion of the Friday day or night tour.

A full-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second (2nd) and subsequent consecutive weekend, save and except:

- 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 the result of an exchange of shifts with another nurse; or
- D) when specific nursing units have mutually agreed to do otherwise.

- ii) Regular part-time nurses will be scheduled off one (1) weekend in three (3). A weekend shall be a minimum of sixty (60) consecutive hours off work during the period following the completion of the Friday day or night tour.

A regular part-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and subsequent consecutive weekend, save and except:

- 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 the result of an exchange of shifts with another nurse; or
  - D) when specific nursing units have mutually agreed to do otherwise.
- (g) Where the Employer requests and the nurse agrees to change tours of duty or do additional tours, this is not to be construed by the Employer as an agreement to be a waiver of premium pay where applicable.
  - (h) A full-time nurse will not be scheduled to change tours of duty more than once during a work week.
  - (i) The first shift of the day is the day shift.
  - (j) Should the Employer breach the scheduling regulations in Article F-2 (e) premium pay will be paid to the nurses for all hours worked on that shift except where such work was requested by the nurses.
  - (k) A request by a nurse for a change in the posted shift schedule must be submitted for approval. Such request will not be unreasonably withheld. Requests must be in writing and co-signed by the nurse willing to make the exchange. Such exchange shall not in any event result in additional cost to the Employer.

F-3 The scheduling provisions set out herein may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> so that a nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve day commencing at 0730 hours, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve day commencing at 0730 hours and New Year's Day.

Time off for Christmas and New Year's will be posted by November 1st of each year. The Employer will endeavour to schedule time off at Christmas and New Year's on an alternate basis.

F-4 Regular Part-time Commitment

Regular part-time nurses will make the following commitment to be available for work on a regular pre-determined basis as follows:

- (a) available to work two (2) weekends out of three (3)
- (b) available to work all shifts
- (c) available to work a minimum of five (5) 7½ hour tours or three (3) extended tours biweekly
- (d) available to work as scheduled over either Christmas or New Years period subject to Article F-3.

The commitment that a regular part-time nurse must make as specified herein is no guarantee that the nurse will be scheduled to work according to this

commitment nor is it a restriction on the nurse as to the maximum time worked. Further, the simple making of a commitment does not automatically transform a casual nurse into a regular part-time nurse.

- F-5
- (a)
    - i) The employer agrees to schedule regular part-time employees according to their commitment on the posted schedule on that unit.
    - ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
    - iii) Where all regular part-time employees have been given the opportunity to work up to their committed tours in the posted schedule, extra tours will then be offered to regular part-time employees on the basis of seniority.
    - iv) Where no regular part-time employees is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.
  - (b)
    - i) A tour will be deemed to be offered whenever a call is placed;
    - ii) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay;
    - iii) If all available nurses will incur premium for a given shift, then the shift will be first offered to full-time then part-time by seniority to the nurse who will incur the least premium (wage is not a factor in the determining of premium). If all available nurses incur equal premium then the shift will be offered to the full-time nurses then the part-time nurses according to seniority.
    - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Employer are made;
    - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit and to do so in accordance with existing hospital practice.
  - (c) Nurses who wish to be considered for additional tours must indicate their availability as follows:
    - i) The number of extra tours the employees wish to work shall be determined January 30<sup>th</sup> (for the period covering April 1<sup>st</sup>-September 30<sup>th</sup>) and June 30<sup>th</sup> (for the period covering October 1<sup>st</sup>-March 31<sup>st</sup>) of each calendar year.
    - ii) The employer will post the notice no later than January 15<sup>th</sup> and June 15<sup>th</sup> of each calendar year. The employees will have the

responsibility to advise the Manager of their intent to change this maximum number of tours, no later than two (2) weeks after the notice has been posted.

iii) If the employee does not bring his/her intention forward then his/her previous choice will be carried over to the next six (6) months.

(d) Where the Employer has identified in-services or training sessions required for nurses, it will notify casual employees of such requirements in advance.

F-6 (a) For the purpose of Article 14.10 (full-time) and Article 14.09 (part-time):

i) the evening shift is defined as 1530 hours to 2330 hours;

ii) the night shift is defined as 2330 hours to 0730 hours.

(b) For the purpose of Article 14.15, it is agreed that the definition for the hours of the weekend shall be from 0730 hours Saturday to 0730 hours Monday.

F-7 Compensating time off for full-time nurses as provided for in Article 14.09 (in lieu of overtime) may be taken at a mutually agreeable time, however, all such time must be taken prior to March 31 of each year or payment shall be made in accordance with Article 14.09.

Nurses can bank lieu time in accordance with Article 14.09. Such banked time can be accumulated up to seventy-five (75) hours a year to be taken at a mutually agreeable time.

F-8 7½ Hour Tours - Scheduling

(a) Shift schedules will be posted at least four (4) weeks in advance and shall cover an eight (8) week period. At the time of posting all shifts will be covered.

Any anticipated delay or change in the duration will be communicated in advance to the Union by the Manager of the unit.

Master rotations will not be altered without the written agreement of the Union. Requests to amend current master rotations will be submitted to the Bargaining Unit no less than sixty (60) 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.

(b) No split shifts will be scheduled.

(c) Nurses will not be scheduled to work more than seven (7) consecutive days, unless by request of or agreement by the nurse.

- (d) The first shift of the day is the day shift.
- (e) A nurse will be scheduled one (1) weekend off in three (3). A weekend shall be a minimum of fifty-six (56) consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift.

A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and subsequent consecutive weekend, save and except:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another nurse; or
  - iv) when specific nursing units have mutually agreed to do otherwise.
- (f) At least sixteen (16) consecutive hours will be scheduled off between shift changes. A shorter period of time off may be agreed upon by mutual consent.
  - (g) At least forty-eight (48) hours time off will be scheduled following the night shift when changing a full-time nurse's schedule to either the day shift or the evening shift, unless by request of or agreed to by the full-time nurse.
  - (h) A full-time nurse will not be scheduled to change shifts more than once during a work week unless agreed upon by mutual consent.
  - (i) Should the Employer breach the scheduling regulations in Article F-8 (b) or (c), premium pay will be paid to the nurse(s) for all hours worked on that shift except where such work was requested by the nurse(s).
  - (j) An employee may exchange her or his schedule tours of duty with another employee provided the request is submitted in writing, dated and signed by both employees, and is approved by the immediate manager or designate concerned. Such requests shall not be unreasonably denied, nor shall it result in additional cost to the Employer.

F-9

When nurses are unable to take their normal meal break due to the requirement of providing patient care, premium pay shall be provided as per Article 13.01 (d). Meal periods will be assigned at the discretion of the Manager and are subject to change. Nurses are expected to comply with the assigned meal break times. Unless otherwise stated, meal breaks will be set as follows:

Meal Break Times:

1215 hours – 1330 hours  
1715 hours – 1830 hours

F-10 For full-time employees, the Employer will endeavour to schedule at least fifty percent (50%) of tours on the day tour except where the employee works a permanent tour or has agreed to work a greater percentage of shifts.

**ARTICLE G – BULLETIN BOARDS**

G-1 The Employer will provide bulletin board space for the posting of notices related to Union business.

**ARTICLE H - LEAVE OF ABSENCE FOR UNION BUSINESS**

H-1 As provided for in Article 11.02, the cumulative total leave of absence for all employees, including full-time and part-time employees, shall be thirty (30) days during the calendar year subject to the following conditions:

- (a) The Union will notify the employer in writing two (2) weeks in advance of the requested leave, whenever possible;
- (b) No more than two (2) nurses shall be absent at any one time.

Such leave will not be unreasonably denied.

H-2 Local Coordinator Leave

The Employer 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 LIST**

I-1 The current seniority list, as provided for in Article 10.02 shall be provided on April 1<sup>st</sup> and October 1<sup>st</sup> of each year.

**ARTICLE J - PREPAID LEAVE**

J-1 One full-time nurse and one part-time nurse may be absent from the Hospital on prepaid leave at any one time.

**ARTICLE K - JOB SHARING**

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

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.

- (b) Total hours worked by the job sharers 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) nurses and the Manager.
- (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 nurses 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 nurse 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 unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, 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 nurse 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 nurse 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 the Employer discontinue a job sharing arrangement and one of the job sharers is the original owner of the full-time position, this nurse will have the option of reverting to her/his full-time status or remain regular part-time. The other job sharer will remain regular part-time.

**ARTICLE L - MODIFIED WORK/WORK RELATED INJURY/LONG TERM DISABILITY**

- L-1 The Employer will notify the contact of the Local Ontario Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on Long Term Disability.
- L-2 When it has been medically determined that a nurse is unable to return to the full duties of her/his position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the nurse's return to suitable work.
- L-3 The Employer agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- L-4 Englehart and District 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 Employer'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 available.
- (b) A nurse participating in this program on a temporary basis, will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher. A nurse who requires permanent modified work will be paid the usual rate for the position.
- (c) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered, if available, alternative suitable work. Every attempt will be made to offer available 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 job, appropriate accommodation may include, but is not limited to, modifications to the job or work station, reorganization of the work, and/or retraining of the worker in order to perform the essential duties of the pre-injury job or alternative work.

**ARTICLE M - MISCELLANEOUS**

M-1 If an error occurs of more than one hundred dollars (\$100.00) on a pay cheque or the error will cause undue financial hardship, the Employer shall issue a correcting cheque within five (5) days if requested by the employee. If no request is made, the correction will be made on the following pay cycle.

M-2 The Employer will provide the nurse with a lunch when the nurse is out on transfer whenever the patient is provided a lunch.

M-3 The Employer will pay the Bargaining Unit President/Local Coordinator or designate(s) at her/his regular straight time hourly rate for all time spent attending meetings as set out in the Collective Agreement with the Employer outside her/his regularly scheduled hours.

M-4 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for a ONA job positing 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.

M-5 Retiree Benefits – Process for payment

Any bargaining unit full-time 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 post-dated cheques. It is understood that any transaction would be dated the fifteenth (15<sup>th</sup>) of each and every month.

M-6 Voluntary Part-time Benefits - Process for payment

The Employer agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17 in accordance with the terms and conditions of the carrier's policy. It is understood and agreed that the part-time nurses who participate may participate in any or all the benefits and will assume the monthly premiums.

Any part-time nurse who wishes to participate will provide payment of the benefits through payroll deduction on the second pay of every month for the benefit costs of the following 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.

M-7 The Employer will continue its policy of parking on the basis of existing rates. Prior to any changes to these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Hospital Association Committee. In the event the Employer implements parking rates, the Association has the right to grieve.

M-8 Electronic Grievance and/or Professional Responsibility Workload Report Form Articles 7.09 and Article 8.01 (a) ix)

- (a) The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement or Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement.
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 and/or 8 of the Hospital Central Agreement.
- (c) The union undertakes to get a copy of the electronic versions signed by the grievor and/or complainant and will provide the hospital with an original copy at the time of the grievance/complaint is heard.
- (d) The parties agree to not use or rely upon a preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration and/or Professional Responsibility Workload proceed to mediation or Independent Assessment Committee hearing.

**ARTICLE N - VIOLENCE PREVENTION AND CONTROL**

N-1 Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

N-2 Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies and procedure shall be part of the employee's health and safety policy and written copies shall be provided to each employee. Prior to implementing any changes to these policies, the Employer agrees to consult with the Association.

N-3 Notification to the Association

The Employer will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted, in writing, to the Association as soon as possible.

For critical injuries the Employer will notify the Association immediately, and in writing within the 48 hours, and such notices will contain all of the information as prescribed in section 5 of the health care regulation.

N-4 Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety committee shall concern itself with all matters relating to violence to staff.

N-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 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.

N-6 Training

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

N-7 Support and Counselling

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

N-8 Damage to Personal Property

The Employer will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

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

**SIGNING PAGE**

DATED AT ENGLEHART, ONTARIO THIS "16<sup>th</sup>" DAY OF "OCTOBER", 2018.

FOR THE EMPLOYER

"D. Schenk"  
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FOR THE UNION

"E. Bruce"  
\_\_\_\_\_   
Labour Relations Officer

"C. Lawton"  
\_\_\_\_\_   
Bargaining Unit President

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LETTER OF UNDERSTANDING

Between:

ENGLEHART & DISTRICT HOSPITAL  
(referred to as the "Employer")

And:

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

RE: ESA Agreement for Excess Hours

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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 ENGLEHART, ONTARIO THIS 16<sup>th</sup> DAY OF OCTOBER, 2018.

FOR THE EMPLOYER

FOR THE UNION

"D. Schenk"  
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"E. Bruce"  
\_\_\_\_\_  
Labour Relations Officer

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"C. Lawton"  
\_\_\_\_\_  
Bargaining Unit President

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LETTER OF UNDERSTANDING

Between:

ENGLEHART & DISTRICT HOSPITAL  
(referred to as the "Employer")

And:

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

RE: 2D/2N SCHEDULE

---

It is understood that there shall be no additional cost factor to the Employer by implementing a 2D/2N rotation.

1. When the Hospital and the Union agree, the 2D 2N extended tour schedule shall be instituted when eighty percent (80%) of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to the Assistant Administrator of Nursing Services that they do not wish to work extended tours, the Hospital will endeavour to schedule these employees on a normal tour rotation.
2. When less than eighty percent (80%) of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
3. The eighty percent (80%) figure above may be varied by mutual agreement between the parties.
4. The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in (a).
5. At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
6. A trial of the 2D 2N schedule will run for twenty four (24) weeks; after which, a further vote of the employees will be conducted. Where at least seventy percent (70%) of the employees on the Unit indicated a willingness to continue with the 2D 2N schedule, the arrangement will become permanent.
7. The 2D 2N schedule may be discontinued in any unit when:
  - i) Sixty percent (60%) of the employees in a unit so indicate by secret ballot;  
or
  - ii) The Hospital decided to do so because of:

- A) adverse effects on patient care, or
  - B) inability to provide a workable staffing schedule, or
  - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
- iii) When notice of discontinuance is given by either party in accordance with number (b) above, then:
- A) The parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
  - B) Where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.
- iv) The Local Union will be informed of the results of the secret ballot within seven (7) days.
8. The scheduling provisions contained in Article F are applicable save and except for the following:
- i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent day until a day off is scheduled.
  - ii) Employees shall receive at least three weekends in six (6) off and will not be scheduled to work more than three weekends in a row. A weekend off shall consist of no less that 96 consecutive hours off following the end of the Friday tour.
9. An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4<sup>th</sup>) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
- i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of tours with other employees.
10. All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year. In order to accommodate this, the following must occur:
- i) The hospital shall distribute all statutory holidays in the schedule in order to ensure that the full-time employee meets the yearly requirement of hours.



- ii) To make up the additional hours required for full-time employees, employees may request to use lieu time and/or vacation time instead of being scheduled. If the employee chooses to work the required hours, the following will apply:
  - A) Every quarter, employees will be required to submit their request for when their additional required tour(s) will be scheduled.
  - B) The manager will make every reasonable attempt to schedule as requested, considering staffing and patient care needs.
  - C) If no request is made, the manager will schedule the additional tour(s) at his/her discretion provided the shift is not scheduled on a weekend off and is done in accordance with the scheduling regulations.
  - D) These additional tours will be scheduled during an employee's five (5) days off, and will be paid at the employee's straight time hourly rate of pay, regardless of any local or central provisions that would provide for premium pay.

DATED AT ENGLEHART, ONTARIO THIS 16<sup>th</sup> DAY OF "OCTOBER", 2018.

FOR THE EMPLOYER

"D. Schenk"  
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FOR THE UNION

"E. Bruce"  
\_\_\_\_\_  
Labour Relations Officer  
  
"C. Lawton"  
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Bargaining Unit President  
  
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LETTER OF UNDERSTANDING

Between:

ENGLEHART & DISTRICT HOSPITAL  
(referred to as the "Employer")

And:

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

RE: Registered Nurse Professionalism in the Workplace

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

The parties will jointly promote the professional image and identity of Registered Nurses and will develop plans within the hospital to do so.

All hospital identification tags will clearly identify the employee as Registered Nurse in a font that is clearly visible e.g. RN badge buddy.

Where the parties agree, the implementation of an identified uniform consisting of a mutually agreed coloured uniform top and black uniform pants will be chosen by the membership through a vote or a HAC meeting.

The chosen colour to the uniform tops shall be exclusively designated for Registered Nurses.

DATED AT ENGLEHART, ONTARIO THIS "16<sup>th</sup>" DAY OF "OCTOBER", 2018.

FOR THE EMPLOYER

FOR THE UNION

"D. Schenk"

"E. Bruce"

Labour Relations Officer

\_\_\_\_\_

"C. Lawton"

Bargaining Unit President

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LETTER OF UNDERSTANDING

Between:

ENGLEHART & DISTRICT HOSPITAL  
(referred to as the "Employer")

And:

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

RE: Vacation for 2018 and 2019

The parties acknowledge there is a change to the dates in Article E of the Collective Agreement, starting April 1<sup>st</sup> 2018.

Therefore, the change of dates from June 30<sup>th</sup> to April 1<sup>st</sup> could increase the vacation entitlement of members for the year of 2018-2019.

Therefore, the Employer has agreed to allow members to carry over any outstanding vacation from the 2017-2018 year into the 2018-2019 vacation year.

Furthermore, the vacation year of 2018-2019 will start on April 1<sup>st</sup> 2018 and conclude on March 31<sup>st</sup>, 2019.

Furthermore, the Employer recognizes there could be an increase to their fiscal year.

Furthermore, the Employer will not pay out any outstanding vacation from 2017-2018, but offer a one-time option to members, to request a pay-out by June 30<sup>th</sup>, 2018.

DATED AT ENGLEHART, ONTARIO THIS "16<sup>th</sup>" DAY OF "OCTOBER", 2018.

FOR THE EMPLOYER

FOR THE UNION

"D. Schenk"

"E. Bruce"  
Labour Relations Officer

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"C. Lawton"  
Bargaining Unit President

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