

COLLECTIVE AGREEMENT

Between:

HORNEPAYNE COMMUNITY HOSPITAL
(hereinafter referred to as "the Hospital")

And:

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

EXPIRY: MARCH 31, 2020

TABLE OF CONTENTS

APPENDIX 3 – SALARY RATES	1
APPENDIX 4 – SUPERIOR CONDITIONS – FULL-TIME	2
APPENDIX 5 – APPENDIX APPENDIX OF LOCAL ISSUES.....	6
ARTICLE A - RECOGNITION	6
ARTICLE B - DEFINITIONS.....	6
ARTICLE C - MANAGEMENT RIGHTS	6
ARTICLE D - COMMITTEES AND REPRESENTATIVES.....	7
ARTICLE E - ASSOCIATION INTERVIEW	7
ARTICLE F - SENIORITY LIST	8
ARTICLE G - ARBITRATION BOARD HEARINGS.....	8
ARTICLE H - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS	8
ARTICLE I - MISCELLANEOUS	8
ARTICLE J - SCHEDULING.....	9
ARTICLE K - VACATIONS.....	13
ARTICLE L - PAID HOLIDAYS (FULL-TIME/PART-TIME).....	14
ARTICLE M - PRE-PAID LEAVE PLAN	14
ARTICLE N - VIOLENCE IN THE WORKPLACE	14
ARTICLE O – WORKPLACE AND SAFETY INSURANCE BOARD/MODIFIED WORK PROGRAM	15
ARTICLE P - UNIFORM ALLOWANCE.....	16
ARTICLE Q – BENEFITS.....	17
LETTER OF UNDERSTANDING	19
RE: Clinic Position	19
LETTER OF UNDERSTANDING	20
RE: Job Sharing.....	20
LETTER OF UNDERSTANDING	21
RE: Violence in the Workplace.....	21
LETTER OF UNDERSTANDING	22
RE: ESA Agreement for Excess Hours	22
LETTER OF UNDERSTANDING	24
RE: Article I-2, L-2, and Vacation Entitlement	24

APPENDIX 3 – SALARY RATES**HORNEPAYNE COMMUNITY HOSPITAL**

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	\$31.42	\$31.97
1 YEAR	\$31.60	\$32.15
2 YEARS	\$32.08	\$32.64
3 YEARS	\$33.66	\$34.25
4 YEARS	\$35.29	\$35.90
5 YEARS	\$37.23	\$37.89
6 YEARS	\$39.25	\$39.94
7 YEARS	\$41.23	\$41.95
8 YEARS	\$43.34	\$44.10

INSERVICE COORDINATOR		
	Effective April 1, 2018	Effective April 1, 2019
START	\$34.78	\$35.39
1 YEAR	\$35.03	\$35.65
2 YEARS	\$35.22	\$35.83
3 YEARS	\$37.23	\$37.89
4 YEARS	\$39.06	\$39.74
5 YEARS	\$41.21	\$41.93
6 YEARS	\$43.46	\$44.22
7 YEARS	\$45.67	\$46.47
8 YEARS	\$48.94	\$49.79
25 YEARS	\$49.79	\$50.66

APPENDIX 4 – SUPERIOR CONDITIONS – FULL-TIME

HORNEPAYNE COMMUNITY HOSPITAL

1. Ambulance Escort

The Hospital will continue its present practice of paying the appropriate overtime rate for all hours over seven and one-half (7½) hours that an employee is assigned to provide patient care for a patient in transit, including hours spent in return travel, less eight (8) hours at straight time for sleep time if an overnight stop is required.

2. Vacations (will apply to employees hired prior to the date of ratification)

All employees shall be entitled to vacation with pay based on length of continuous service as of March 31st in any year as follows:

- (a) Full-time employees who have completed less than one (1) year of continuous service shall receive vacation with pay at their regular rate of 1.67 days per month of continuous service.
- (b) Full-time employees who have completed one (1) or more years of continuous service shall receive an annual vacation of four (4) weeks with pay at their regular rate.

3. Paid Holidays

The following shall be designated as paid holidays:

- | | |
|------------------------|--------------------------------------|
| New Year's Day | Civic Holiday (1st Monday in August) |
| 2nd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |

4. Meal Breaks

The parties agree that when an employee is not able to leave the building during his/her unpaid meal break because of staffing levels, the employee will be paid at straight time for the meal break. This payment will normally apply as follows:

Day Tour

- An employee will be paid for twelve (12) hours for all day tours worked on a Saturday, Sunday or Statutory Holiday.
- An employee will be paid for 11.5 hours for day tours Monday to Thursday except when one of these days is a Statutory Holiday.

Evening Tour – An employee will be paid for 8 (eight) hours for all evening tours.

Night Tour – An employee will be paid for 12 (twelve) hours for all night tours.

Notwithstanding the above, an employee will be entitled to premium pay under Articles 14.01 (a) and (b) for any missed meal breaks.

APPENDIX 4 – SUPERIOR CONDITIONS – PART-TIME

1. Ambulance Escort

The Hospital will continue its present practice of paying the appropriate overtime rate for all hours over seven and one-half (7½) hours that an employee is assigned to provide patient care for a patient in transit, including hours spent in return travel, less eight (8) hours at straight time, for sleep, if an overnight stop is required.

2. Vacations (will apply to employees hired prior to the date of ratification)

All part-time employees shall be entitled to time off (without pay) based on length of continuous service as of March 31st in any year as follows:

- (a) Part-time employees who have completed less than one (1) year of continuous service shall be entitled to vacation time off of 1.67 days per month of continuous service.
- (b) Part-time employees who have completed one (1) or more years of continuous service shall be entitled to an annual vacation time off of four (4) weeks.
- (c) Vacation pay for part-time employees who were employed by the Employer prior to the date of ratification shall be calculated on the following basis:
 - i) A part-time employee who has completed less than one year of continuous service shall receive vacation pay on a pro rata basis of eight percent (8%).
 - ii) A part-time employee who has completed one or more years of continuous service shall receive vacation pay of eight percent (8%).

3. Designated Holidays

The following shall be designated as holidays:

- | | |
|------------------------|--------------------------------------|
| New Year's Day | Civic Holiday (1st Monday in August) |
| 2nd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |

4. Meal Breaks

The parties agree that when an employee is not able to leave the building during his/her unpaid meal break because of staffing levels, the employee will be paid at straight time for the meal break. This payment will normally apply as follows:

Day Tour

- An employee will be paid for twelve (12) hours for all day tours worked on a Saturday, Sunday or Statutory Holiday.
- An employee will be paid for 11.5 hours for day tours Monday to Thursday except when one of these days is a Statutory Holiday.

Evening Tour – An employee will be paid for 8 (eight) hours for all evening tours.

Night Tour – An employee will be paid for 12 (twelve) hours for all night tours.

Notwithstanding the above, an employee will be entitled to premium pay under Articles 14.01 (a) and (b) for any missed meal breaks.

APPENDIX 5 – APPENDIX APPENDIX OF LOCAL ISSUES

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all graduate and registered nurses employed in a nursing capacity by Hornepayne Community Hospital in Hornepayne, Ontario, save and except the Nurse Manager or designate, and persons above the rank of Nurse Manager or designate.

ARTICLE B - DEFINITIONS

B-1 "Tour" is synonymous with the word "shift".

ARTICLE C - MANAGEMENT RIGHTS

C-1 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively with the Hospital, and shall remain with the Hospital, except as specifically limited by this Agreement, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, efficiency and discipline;
- (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall, and suspend or otherwise discipline employees provided that a claim by an employee that she/he has been discharged, suspended or disciplined without just 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 employees;
- (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

C-2 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions in this Agreement.

ARTICLE D - COMMITTEES AND REPRESENTATIVES

D-1 Union Representatives

The Employer acknowledges the right of the employees to elect or appoint two (2) union representatives.

D-2 Grievance Committee

The Employer will recognize a Grievance Committee consisting of two (2) union representatives.

D-3 Negotiating Committee

The Employer will recognize a Negotiating Committee consisting of two (2) union representatives.

D-4 Hospital-Association Committee

The Employer will recognize a Hospital-Association Committee consisting of three (3) union representatives.

D-5 A Professional Development Committee comprised of not more than three (3) members of the Bargaining Unit. One of these members will be the Bargaining Unit President or designate.

D-6 It is understood that one Grievance Committee, Negotiating Committee and Hospital-Association Committee and/or Professional Development Committee as set out in this Article shall represent both the full-time and part-time bargaining units.

D-7 The Employer will pay any member of the executive at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours up to a maximum of seven and a half (7½) hours per year for the bargaining unit.

D-8 Payment for identified members on days off at HAC Meetings

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

ARTICLE E - ASSOCIATION INTERVIEW

E-1 The interview period provided for in Article 5.06 will normally be scheduled in the first week of the employee's formal orientation period.

ARTICLE F - SENIORITY LIST

F-1 The seniority list shall be provided to the Union on or before April 10th and October 10th of each year.

ARTICLE G - ARBITRATION BOARD HEARINGS

G-1 Arbitrations shall be heard at Hornepayne, Ontario, or at such other places as may be agreed upon by the Union and the Employer.

ARTICLE H - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

H-1 As provided for in the Central Agreement, the cumulative total leave of absence for Union business shall be forty (40) days (including both full-time and part-time employees) during the calendar year subject to the following conditions:

(a) The Union will notify the Hospital in writing at least three (3) weeks in advance of the requested leave where reasonably possible.

(b) No more than two (2) employees shall be absent at any one time.

(c) Such leave will not be unreasonably denied.

H-2 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, and sufficient human resources it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

ARTICLE I - MISCELLANEOUS

I-1 The Hospital will provide bulletin board space for the posting of notices related to Association business. A member of the local executive must approve all material prior to posting.

I-2 Full-time and part-time nurses can bank lieu time in accordance with Article 14.09, to a maximum of forty-five (45) hours. Time off will be taken within ninety (90) calendar days of banking and on a mutually agreeable basis between the nurse and the Hospital. If time off is not taken within ninety (90) calendar days of banking, it will be paid out. Requests for such time off must be submitted at least seven (7) days in advance and a written response will be given within two (2) business days.

I-3 When a nurse is transferred to a position out of the Bargaining Unit under Article 10.10, the Bargaining Unit President will be notified of the following:

(a) the date on which her/his transfer is effective

(b) the date on which she/he returns to the Bargaining Unit.

ARTICLE J - SCHEDULING

- J-1 (a) Tours of duty schedules and days off will be posted at least four (4) weeks in advance and cover a six (6) week period.
- (b) Employees will be scheduled five (5) consecutive days off at either Christmas or New Year's. The scheduling of Christmas or New Year's off will be alternated from year to year so that an employee who has Christmas off in one year will have New Year's off in the next year and vice versa. Christmas time off will include Christmas Eve Day, Christmas Day and Boxing Day and New Year's time off will include New Year's Eve Day and New Year's Day.

The normal scheduling conditions shall be waived between December 15th and January 15th to ensure that an employee receives five (5) consecutive days off. No more than four (4) consecutive extended tours may be worked by an employee during this period.

- (c) A regularly scheduled part-time employee shall make a commitment to be available to be scheduled as follows:
- i) at least two tours per week on a 7.5 hour schedule or 33.75 hours in a pay period on a 11.25 hour schedule;
 - ii) over either Christmas or New Year's;
 - iii) two weekends in three (3);
 - iv) fifty-two (52) weeks per year less their current vacation entitlement.

All other part-time employees shall be casual.

- (d) 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 that pay period, extra tours will then be offered to regular part-time employees on the basis of seniority.
- iv) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on a seniority rotating basis for retention purposes.

- (e) For the purposes of Article 14.10, evening shift will be defined as 1600 to 2400 hours and night shift will be defined as 2400 to 0800 hours.
- (f) In the absence of the Nurse Manager, the RN who is receiving charge pay under Article 19.04, will be responsible for scheduling the RN staff in accordance with the collective agreement.
- (g) An employee may exchange her or his scheduled 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.

J-2

7.5 HOUR TOURS

- (a) Except with the consent of the employee, the Employer will schedule at least one weekend off in three (3). An employee will receive premium pay as provided in Article 14.03 for all hours worked on a third (3rd) consecutive and subsequent weekend, save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or
 - iii) such weekend is worked as a result of an exchange of shifts with another employee.

For the purpose of this section, a weekend is defined as any period of sixty-four (64) consecutive hours during the period following completion of the Friday day tour until commencement of the Monday day tour.

- (b) At least two (2) consecutive tours of duty shall be scheduled off between tours of duty.
- (c) The Employer will make every reasonable effort to schedule forty-eight (48) hours off to the employee on the completion of night duty.
- (d) The full-time schedule shall provide for a maximum of seven (7) consecutive days of work prior to days off as long as four (4) days off are scheduled each fortnight except by agreement of the employee.
- (e) For full-time employees, in any two (2) week period at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split in order to provide for a period of three (3) consecutive days off.

J-3

EXTENDED TOURS

- (a) Introduction and discontinuation of extended tours:
- i) Extended tours shall be introduced into any unit when seventy percent (70%) of the employees in the unit so indicate by secret ballot.
 - ii) Extended tours may be discontinued in any unit:
 - A) when sixty percent (60%) of the employees in the unit so indicate by secret ballot;
 - B) the Hospital because of:
 - 1. adverse effects on patient care
 - 2. inability to provide a workable staffing schedule
 - 3. where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary

states its intention to discontinue the compressed work week in the schedule.
 - C) When notice of discontinuation is given by either party in accordance with paragraph b. above, then:
 - 1. the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - 2. where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (b) For purposes of clarity, paid and unpaid relief time will be scheduled as follows:
- 15 minute relief period - paid
 - 30 minute meal period - unpaid
 - 15 minute relief period - paid
 - 30 minute meal period - 50% paid and 50% unpaid

In order to provide safe patient care, an employee may not leave the building for her/his unpaid breaks on night shift and will be paid for these breaks at straight time.

J-4

EXTENDED TOURS - 11.25 HOUR TOURS - FULL-TIME

- (a) Not more than three (3) consecutive tours of work will be scheduled.
- (b) An employee will not be required to change tours of duty more than once during a work week.
- (c) A period of two (2) consecutive tours off shall be scheduled between changes of tour.
- (d) At least forty-eight (48) hours off shall be scheduled on the completion of night duty or premium pay shall be paid for the next tour worked.
- (e) Every second weekend will be scheduled off.

A full-time employee will receive premium pay in accordance with Article 14.03 for all hours worked on a second consecutive and subsequent weekend, save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- ii) such employee has requested weekend work; or
- iii) such weekend is worked as the result of an exchange of shifts with another employee.

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

- (f) At least fifty percent (50%) of a employee's tours will be scheduled on the day shift.

J-5

EXTENDED TOURS - PART-TIME

- (a) Not more than three (3) consecutive tours of work will be scheduled.
- (b) Every third weekend will be scheduled off.
- (c) A regular part-time employee will receive premium pay in accordance with Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another employee.

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

- (d) At least forty-eight (48) hours off shall be scheduled on the completion of night duty or premium pay shall be paid for the next tour worked.

ARTICLE K - VACATIONS

K-1 The vacation year is April 1st to March 31st of each year and the date for determining vacation entitlement is March 31st.

K-2 (a) Separate full-time and part-time vacation preference lists shall be posted by March 1st of each year. Each employee shall indicate her/his preference for vacation periods on such lists on or before April 1st of each year.

Vacation requests will be granted in excess of two weeks during July and August only to the extent that replacement staff can be coordinated.

(b) The lists shall be finalized, authorized and reposted by Nursing Management by May 1st of the same year, and will not be changed following that time without the consent of the employee, except in extenuating circumstances. The Nurse Manager or designate may grant requests submitted other than in accordance with this clause.

(c) In the event of a conflict between two (2) employees as to the timing of vacation, seniority shall govern. However, once an employee has indicated a preferred vacation period, she/he may not then exercise her/his seniority rights to change the stated period. Should an employee select two different time frames and should both of them be in conflict with other employees, seniority shall govern on a rotating basis.

(d) Vacation periods requested after April 30th of each year shall be granted on a first come, first serve basis at the discretion of the Unit Manager, provided that the submission after the deadline shall not displace previously scheduled vacations. Such requests shall be submitted in writing and the Hospital shall reply in writing within two (2) weeks of receipt of the request.

K-3 There shall be no carrying over of annual vacation. However, the Nurse Manager or designate may authorize the carry over of up to two (2) weeks entitlement.

K-4 Where staffing numbers allow, an employee may book four (4) consecutive weeks vacation.

ARTICLE L - PAID HOLIDAYS (FULL-TIME/PART-TIME)

L-1 The designation of paid holidays under Article 15.01 is as follows:

New Year's Day - January 1	3rd Monday in February – Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day - July 1
Civic Holiday (1st Monday in August)	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day - December 25	Boxing Day - December 26

L-2 Lieu Days

Lieu days as provided in Article 15.04 and 15.05 shall be scheduled at a time mutually agreed upon by the Employer and the full-time employee.

L-3 Full-time employees shall be allowed to stack four (4) lieu days off except in exceptional circumstances where approval will be given to accumulate more than four (4) lieu days.

L-4 A tour that begins or ends during the twenty-four (24) hour period of the paid holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

ARTICLE M - PRE-PAID LEAVE PLAN

M-1 One employee from the Hospital (one from either of the full-time or part-time bargaining units, but not one from both) shall be eligible to enter the pre-paid leave plan each year.

The parties further agree that no more than one employee from the Hospital may be absent on the pre-paid leave at any one time.

ARTICLE N - VIOLENCE IN THE WORKPLACE

N-1 (a) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

(b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situation and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.

- (c) The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- (d) The Hospital 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 as required.
- (e) The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.
- (f) The Hospital 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.

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

- O-1
- (a) The Hospital will notify the President of the Local Union of the names of all employees off work due to a work related injury and those on LTD if requested to do so by the employee(s) affected.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to disability, the Hospital will notify and meet with the staff representative of the Ontario Nurses' Association and the local representative to discuss the circumstances surrounding the employees return to suitable work.
 - (c) The Hospital agrees to provide the Union and the employee with a copy of the Workplace and Safety Insurance Board (WSIB) Form 7 at the same time it is sent to the Board.

O-2 Modified Work/Return to Work Programs

The Hospital and the Association 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 and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.

- (b) A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
- (c) Every attempt shall be made to offer alternative suitable work to 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. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (d) It is understood that the obligation to accommodate a worker is to the point of undue hardship as required by the *Ontario Human Rights Code*.

O-3

Return to Work Committee

The Hospital and the 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 parties 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 communications the Hospital and the Union agree that participants will use electronic communication where available.

- (a) A joint Return to Work Committee (RWC) comprised of an equal number of Union and Hospital representatives will be established. One of the Union Representatives will be recognised as co-chair. The committee will meet as required. The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation, and Joint Health and Safety Committees will review the safety of accommodations during their regular inspections of the workplace.
- (b) the committee will develop and recommend strategies for:
 - i) safely integrating accommodated workers back into the workplace,
 - ii) educating employees about the legal, personal, organizational aspects of disabled workers to work.

ARTICLE P - UNIFORM ALLOWANCE

P-1

- (a) The Hospital shall provide a uniform allowance of one hundred and twenty-five dollars (\$125.00) per year for full-time employees effective April 1, 2016.

- (b) The Hospital shall provide a uniform allowance. Each part-time employee shall receive a uniform allowance on a prorated basis of seventy-five dollars (\$75.00) yearly effective April 1, 2016.

ARTICLE Q – BENEFITS

Q-1 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. 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 at the employer's discretion.

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

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

Q-2 Retiree Benefits – Process for payment

Any bargaining unit nurse who at the time of retirement wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process at the employer's discretion.

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

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

DATED AT HORNEPAYNE, ONTARIO THIS "17" DAY OF "October", 2018.

FOR THE EMPLOYER

"H. Jaremy-Berube"

FOR THE UNION

"A. Furlott"

Labour Relations Officer

"V. McKenna" ONA President

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

HORNEPAYNE COMMUNITY HOSPITAL

RE: Clinic Position

1. The clinic nurse will be scheduled for a seven and one half (7½) hour tour per day Monday through Friday. The parties agree to meet to discuss any proposed changes to the schedule.
2. Two days per week may be split tours that will normally consist of five (5) hours in the morning and two and a half (2.5) hours in the evening. The number of hours in the morning and evening is flexible upon mutual consent between the employer and the nurse but may not end later than 2100 hours.
3. In the event that the position becomes vacant, the LOU will be discontinued.

DATED AT HORNEPAYNE, ONTARIO THIS "17" DAY OF "October", 2018.

FOR THE EMPLOYER

FOR THE UNION

"H. Jaremy-Berube"

"A. Furlott"
Labour Relations Officer

"V. McKenna" ONA President
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

HORNEPAYNE COMMUNITY HOSPITAL

RE: Job Sharing

If the parties agree to implement Job Sharing, they will meet to negotiate details including coverage, implementation and discontinuation.

DATED AT HORNEPAYNE, ONTARIO THIS "17" DAY OF "October", 2018.

FOR THE EMPLOYER

FOR THE UNION

"H. Jaremy-Berube"

"A. Furlott"
Labour Relations Officer

"V. McKenna" ONA President
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

HORNEPAYNE COMMUNITY HOSPITAL

RE: Violence in the Workplace

The parties agree to meet to discuss the function of the Occupational Health and Safety Committee and their involvement with investigations, reports and review of policies, within six (6) months of ratification.

DATED AT HORNEPAYNE, ONTARIO THIS "17" DAY OF "October", 2018.

FOR THE EMPLOYER

FOR THE UNION

"H. Jaremy-Berube"

"A. Furlott"

Labour Relations Officer

"V. McKenna" ONA President

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

HORNEPAYNE COMMUNITY HOSPITAL

RE: ESA Agreement for Excess Hours

ONA agrees that the employer may exceed the hours of work limitations set out in Section 17(1)(b) of the Employment Standards Act, 2000, but only for the following purpose and to the following extent:

- (a) The Union agrees to average such scheduled hours to allow for a workable schedule over a standard 6 week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time employees.
- (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. This agreement does not apply to any combination of hours which includes hours not on the master rotations or schedules.
- (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 HORNEPAYNE, ONTARIO THIS "17" DAY OF "October", 2018.

FOR THE EMPLOYER

"H. Jaremy-Berube" _____

FOR THE UNION

"A. Furlott" _____
Labour Relations Officer

"V. McKenna" ONA President _____
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

HORNEPAYNE COMMUNITY HOSPITAL

RE: Article I-2, L-2, and Vacation Entitlement

The Employer agrees to provide quarterly reports of each members accumulated lieu banks in accordance with Article 14.09, 15.04 and 15.05 as well as 16.00 of the Central Collective Agreement. These reports will be provided April, July, October and January of each calendar year.

The Employer further agrees to investigate the possibility of implementing these banks on the members' paystub bi-weekly if technically compatible with Meditech system.

DATED AT HORNEPAYNE, ONTARIO THIS "17" DAY OF "October", 2018.

FOR THE EMPLOYER

FOR THE UNION

"H. Jaremy-Berube"

"A. Furlott"
Labour Relations Officer

"V. McKenna" ONA President
Bargaining Unit President
