

COLLECTIVE AGREEMENT

Between:

LADY DUNN HEALTH CENTRE  
(hereinafter referred to as "the Hospital")

And:

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

EXPIRY: March 31, 2018

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**APPENDIX 3****SALARY RATES**

<b>REGISTERED NURSE</b>		
	Effective April 1, 2016	Effective April 1, 2017
START	\$31.45	\$32.21
1 YEAR	\$31.91	\$32.36
2 YEARS	\$32.45	\$32.90
3 YEARS	\$34.04	\$34.52
4 YEARS	\$35.65	\$36.15
5 YEARS	\$37.66	\$38.19
6 YEARS	\$39.68	\$40.24
7 YEARS	\$41.72	\$42.30
8 YEARS	\$44.68	\$45.31
25 YEARS	\$45.47	\$46.11

<b>GRADUATE NURSE</b>		
	Effective April 1, 2016	Effective April 1, 2017
START	\$30.25	\$30.98
1 YEAR	\$30.73	\$31.16
2 YEARS	\$31.20	\$31.64
3 YEARS	\$32.73	\$33.19
4 YEARS	\$34.32	\$34.80
5 YEARS	\$36.22	\$36.73
6 YEARS	\$38.17	\$38.70
7 YEARS	\$40.11	\$40.67
8 YEARS	\$42.96	\$43.56

<b>NURSE PRACTITIONER</b>		
	Effective April 1, 2016	Effective April 1, 2017
START	\$49.59	\$50.28
1 YEAR	\$49.69	\$50.39
2 YEARS	\$50.12	\$50.82
3 YEARS	\$50.45	\$51.16
4 YEARS	\$51.67	\$52.39
5 YEARS	\$53.92	\$54.67
6 YEARS		
7 YEARS		
8 YEARS	\$54.07	\$54.83
25 YEARS	\$55.01	\$55.78

REGISTERED TECHNOLOGIST		
	Effective April 1, 2016	Effective April 1, 2017
START	\$28.96	\$29.66
1 YEAR	\$29.66	\$30.08
2 YEARS	\$29.81	\$30.23
3 YEARS	\$31.01	\$31.44
4 YEARS	\$32.25	\$32.70
5 YEARS	\$33.48	\$33.95
6 YEARS	\$34.70	\$35.19
7 YEARS	\$35.97	\$36.47
8 YEARS	\$37.24	\$37.76
9 YEARS	\$39.18	\$39.73
25 YEARS	\$39.96	\$40.52

SENIOR TECHNOLOGIST/ULTRA SOUND		
	Effective April 1, 2016	Effective April 1, 2017
START	\$33.49	\$34.30
1 YEAR	\$34.04	\$34.52
2 YEARS	\$34.17	\$34.65
3 YEARS	\$35.50	\$36.00
4 YEARS	\$36.78	\$37.29
5 YEARS	\$38.12	\$38.65
6 YEARS	\$39.41	\$39.96
7 YEARS	\$41.53	\$42.11
8 YEARS	\$41.62	\$42.20
25 YEARS	\$42.36	\$42.95

CHARGE TECHNOLOGIST		
	Effective April 1, 2016	Effective April 1, 2017
START	\$35.40	\$36.26
1 YEAR	\$35.98	\$36.48
2 YEARS	\$36.11	\$36.62
3 YEARS	\$37.49	\$38.01
4 YEARS	\$38.88	\$39.42
5 YEARS	\$40.29	\$40.85
6 YEARS	\$41.63	\$42.21
7 YEARS	\$43.79	\$44.40
8 YEARS	\$44.00	\$44.62
25 YEARS	\$44.77	\$45.40

OCCUPATIONAL THERAPIST/PHYSIOTHERAPIST		
	Effective April 1, 2016	Effective April 1, 2017
START	\$29.86	\$30.58
1 YEAR	\$31.30	\$31.74
2 YEARS	\$32.30	\$32.75
3 YEARS	\$34.37	\$34.85
4 YEARS	\$36.47	\$36.98
5 YEARS	\$38.58	\$39.12
6 YEARS	\$41.45	\$42.03
7 YEARS		
8 YEARS	\$41.56	\$42.14
25 YEARS	\$42.28	\$42.87

DIETICIAN/BSW		
	Effective April 1, 2016	Effective April 1, 2017
START	\$30.55	\$31.29
1 YEAR	\$31.55	\$31.99
2 YEARS	\$32.11	\$32.56
3 YEARS	\$33.81	\$34.28
4 YEARS	\$35.48	\$35.98
5 YEARS	\$37.14	\$37.66
6 YEARS	\$39.59	\$40.14
7 YEARS		
8 YEARS	\$39.68	\$40.24
25 YEARS	\$40.38	\$40.95

AUDIOLOGIST, PSYCHOMETRIST, MSW, SPEECH PATHOLOGIST, MENTAL HEALTH WORKER / PSYCHOTHERAPIST		
	Effective April 1, 2016	Effective April 1, 2017
START	\$34.86	\$35.70
1 YEAR	\$35.98	\$36.48
2 YEARS	\$36.64	\$37.15
3 YEARS	\$38.56	\$39.10
4 YEARS	\$40.46	\$41.03
5 YEARS	\$42.36	\$42.95
6 YEARS	\$45.14	\$45.77
7 YEARS		
8 YEARS	\$45.24	\$45.87
25 YEARS	\$46.06	\$46.70

TECHNICIAN 1 (Includes Physiotherapy Aide, Activation Assistant, Community Services Coordinator)		
	Effective April 1, 2016	Effective April 1, 2017
START	\$22.75	\$23.30
1 YEAR	\$23.05	\$23.37
2 YEARS	\$23.45	\$23.78
3 YEARS	\$23.87	\$24.20
4 YEARS	\$25.15	\$25.50
5 YEARS		
6 YEARS		
7 YEARS		
8 YEARS	\$25.22	\$25.57
25 YEARS	\$25.64	\$26.00

TECHNICIAN 2		
	Effective April 1, 2016	Effective April 1, 2017
START	\$25.25	\$25.86
1 YEAR	\$25.55	\$25.91
2 YEARS	\$25.59	\$25.95
3 YEARS	\$26.49	\$26.86
4 YEARS	\$27.89	\$28.28
5 YEARS		
6 YEARS		
7 YEARS		
8 YEARS	\$27.96	\$28.35
25 YEARS	\$28.57	\$28.97

TECHNICIAN 3 (Includes Pharmacy Technician, Laboratory Assistant)		
	Effective April 1, 2016	Effective April 1, 2017
START	\$26.95	\$27.60
1 YEAR	\$27.33	\$27.71
2 YEARS	\$27.85	\$28.24
3 YEARS	\$28.30	\$28.70
4 YEARS	\$29.85	\$30.27
5 YEARS		
6 YEARS		
7 YEARS		
8 YEARS	\$29.91	\$30.33
25 YEARS	\$30.43	\$30.86

TECHNICIAN 4 (Includes Physiotherapy Technician)		
	Effective April 1, 2016	Effective April 1, 2017
START	\$30.12	\$30.85
1 YEAR	\$30.52	\$30.95
2 YEARS	\$30.53	\$30.96
3 YEARS	\$32.14	\$32.59
4 YEARS	\$33.34	\$33.81
5 YEARS		
6 YEARS		
7 YEARS		
8 YEARS	\$33.42	\$33.89
25 YEARS	\$34.00	\$34.48

TECHNICIAN 5		
	Effective April 1, 2016	Effective April 1, 2017
START	\$31.90	\$32.67
1 YEAR	\$32.32	\$32.77
2 YEARS	\$32.33	\$32.78
3 YEARS	\$33.83	\$34.30
4 YEARS	\$35.30	\$35.79
5 YEARS		
6 YEARS		
7 YEARS		
8 YEARS	\$35.39	\$35.89
25 YEARS	\$36.00	\$36.50

**APPENDIX 4**

**LADY DUNN HEALTH CENTRE**

**SUPERIOR CONDITIONS**

**FULL-TIME**

1. Ambulance Escort (Article 14.11 (d))

The Central portion discusses reimbursement for meals. The Hospital pays a meal subsidy of up to \$6.00 per meal for ambulance trips running over a normal meal period.

**PART-TIME**

1. Payment for Work on a Holiday

If a part-time employee works on a paid holiday as set out in Schedule 7 of the Full-time Nurse's Agreement, she/he shall be paid at time and one-half (1½) her/his regular straight time hourly rate for all hours worked on such holiday. Where, in addition, she/he is required to work additional hours following her/his full tour on that day (but not including hours on a subsequent regularly scheduled shift for such employee), she/he shall receive two (2) times her/his regular straight time hourly rate for such additional hours worked.

2. Vacation Pay

For the purpose of calculating vacation pay for part-time employees, the following formula will apply:

- i) an employee who has worked less than a total of six hundred (600) tours will receive six percent (6%) of her/his applicable earnings in a calendar year.
- ii) an employee who has worked six hundred (600) tours, but less than a total of three thousand (3000) tours will receive eight percent (8%) of her/his applicable earnings in a calendar year.
- iii) an employee who has worked a total of three thousand (3000) tours or more will receive ten percent (10%) of her/his applicable earnings in a calendar year.



Allied Health Members

1. VACATIONS (Article 16)

X-ray Technologists, Laboratory Technologists and Physiotherapists will accrue vacation based on the following:

- 3 weeks after 1 year
- 4 weeks after 3 years
- 5 weeks after 12 years
- 6 weeks after 20 years

**APPENDIX 5**

**LOCAL ISSUES**

**ARTICLE A - RECOGNITION**

- A-1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses and Allied Health Members of the Lady Dunn Health Centre in the Towns of Wawa, Dubreuilville and Missanabie, save and except supervisors and persons above the rank of supervisor.
- A-2 "Supervisor" when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

**ARTICLE B - MANAGEMENT FUNCTIONS**

- B-1 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed in the Hospital and shall remain with the Hospital except as limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees for just cause, provided that any such action contrary to the provisions of this Agreement may be subject to a grievance and dealt with as provided herein;
  - (c) determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
  - (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith;
  - (e) make and enforce and alter from time to time rules and regulations to be observed by the employees not inconsistent with the provisions of 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 The Hospital will recognize the following representatives:

- (a) Union Stewards: Three (3) Union Stewards.
- (b) Grievance Committee. A Grievance Committee of up to three (3) bargaining unit members with the Chairperson selected from the Executive Committee.
- (c) Negotiating Committee. A Negotiating Committee of up to three (3) bargaining unit members with the Chairperson selected from the Executive Committee.
- (d) Hospital-Association Committee. There shall be a Hospital-Association Committee comprised of three (3) bargaining unit members representing the Association, one (1) of whom shall be the president of her/his appointee and three (3) members representing the Hospital, one (1) of whom shall be the Director of Nursing or her/his appointee.
- (e) Professional Development Committee - two (2) members.
- (f) Occupational Health and Safety Committee

The Hospital will recognize two (2) bargaining unit employee(s) of the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

C-2 The Hospital agrees to provide an officer of the Local of the Union or Union Steward with an interview period during a newly hired employee's probationary period. Arrangements for the interview period will be made with the Nursing Supervisor, or in her/his absence, the Director-Nursing Services.

C-3 Local Coordinator Leave

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

C-4 Payment for Meetings with Employer

Executive members will be paid for time spent at all meetings with the employer scheduled outside their normal working hours under Article 6 of the Collective Agreement.

The Employer will pay the Bargaining Unit President/Local Co-ordinator or designates at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside his/her regularly scheduled hours.

**ARTICLE D - SENIORITY LIST**

D-1 The seniority list shall be posted by the Hospital on May 1st and November 1st each year. The Hospital will provide the Union with a copy of the list.

**ARTICLE E - LOCAL UNION LEAVE OF ABSENCE**

E-1 Leave of absence for Union business shall be given up to a cumulative total for all staff of thirty-five (35) days during the calendar year, provided adequate notice in writing is given the Hospital. It is agreed that not more than two (2) employees shall be absent at the same time.

**ARTICLE F - SCHEDULING - HOURS OF WORK**

Scheduling Regulations - Nursing - 7½ Hour Tours

F-1 There will be a rest period during each half tour. There will be a meal period at a time determined by the Nursing Supervisor or Senior Nurse. It is understood that rest periods and meal periods will be staggered so that half of the staff is on duty at all times during these periods.

F-2 (a) Definition of a weekend: A weekend shall be fifty-six (56) consecutive hours between the completion of Friday's tour until the commencement of Monday's tour.

(b) The Hospital will schedule each nurse at least one (1) weekend off in three (3). A nurse 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 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.

(c) Tour schedules and days off will be posted at least four (4) weeks in advance and shall cover a six (6) week period. Requests for specific days off are to be submitted in writing at least one (1) weeks in advance of posting. Additional requests, outside of the above noted timelines, will not be unreasonably denied by the hospital.

The Employer agrees to respond to such requests within a reasonable time frame but no later than one (1) week from the time of the request. If more than one of these requests occur on the same date, seniority will govern.

(d) The midnight tour will be the first tour of the day.

- (e) A full-time and regular part-time nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's in alternate years. The Hospital will endeavour to give Christmas Eve day and Boxing Day off with Christmas Day and New Year's Eve day off with New Year's Day. The master rotation may be altered and the scheduling regulations may be waived by the Hospital between December 15th and January 7th in order to accomplish the extended time off. Time off over Christmas and New Year's will be posted no later than October 15th. Nurses will be expected to work Christmas in their first year of employment.
- (f) A request for exchange in posted time schedules by a nurse may be considered by the Hospital. Such request must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. No exchange is permitted without the approval of the Hospital.
- (g) The Hospital agrees to discuss any proposed changes to the master schedule through the Hospital-Association Committee no less than sixty (60) days prior to the proposed changes. The parties agree to attend ad-hoc HAC meetings, in relation to the above, within fourteen (14) days of the request from the Hospital.
  - (i) Where a unit has a master rotation and a full-time or part-time line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. The transfer shall not be unreasonably denied. A response to the request shall be given in writing within one (1) week and implemented as soon as operationally feasible. If more than one (1) member is requesting the same transfer, seniority will be the deciding factor.

#### FULL-TIME

- (h) Schedules may be agreed upon to provide more than five (5) consecutive tours but not more than seven (7) consecutive tours of work without days off, as long as eight (8) days off are scheduled at least each twenty-eight (28) days. In any two (2) week period, at least two (2) days off may be split by mutual consent.
- (i) A period of two (2) consecutive tours off shall be scheduled between changes of tours.
- (j) Split tours will not be scheduled and paid holidays or days in lieu thereof shall not be used to change tours. A nurse will not be required to change tours of duty more than once during a work week.
- (k) Not more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed.
- (l) A nurse who rotates on two or more shifts shall be scheduled to work fifty percent (50%) of her/his tours on days.

PART-TIME

- (m) The scheduling of more than four (4) consecutive tours of work without days off would require the consent of the nurse involved.
- (n) A period of two (2) consecutive tours off shall be scheduled between changes of tours and no split shifts will be scheduled.

F-3

Extended Tours - Nursing

- (a) Tour schedules will be posted at least four (4) weeks in advance and cover a six (6) week period.
- (b) Nurses will not be required to work more than three (3) consecutive extended tours.
- (c) A nurse will not be scheduled for more than nine (9) night shifts in a row in a six week rotation period.
- (d) At least twelve (12) hours will be scheduled off between shifts.
- (e) Split tours will not be scheduled and paid holidays or days in lieu thereof, shall not be used to change tours. A nurse will not be required to change tours of duty more than once during a work week.
- (f) A request for exchange in posted time schedules by a nurse may be considered by the Hospital. Such request must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty. No exchange is permitted without the approval of the Hospital.
- (g) A period of two (2) consecutive tours off shall be scheduled between changes of tours.
- (h) Every second weekend will be scheduled off. A weekend shall be sixty (60) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- (i) A nurse 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 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.
- (j) A full-time and regular part-time nurse will be scheduled off work for not less than six (6) consecutive days at either Christmas or New Year's in alternate years. Time off at Christmas shall include Christmas Eve day and Christmas Day. The Hospital will endeavour to include Boxing Day in the Christmas time off. Time off at New Year's shall include New Year's

Eve day and New Year's Day. The master rotation may be altered and the scheduling regulations may be waived by the Hospital between December 15th and January 7th in order to accomplish the extended time off. Time off over Christmas and New Year's will be posted no later than October 15th. If the Hospital is able to give a number of nurses time off at both Christmas and New Year's, they will rotate this amongst all nurses on the basis of seniority. Nurses will be expected to work Christmas in their first year of employment.

- (k) A nurse who rotates on both shifts shall be scheduled to work 50% of her/his tours on days.
- (l) The Hospital agrees to discuss any proposed changes to the master schedule through the Hospital/Association Committee no less than sixty (60) days prior to the proposed changes. The parties agree to attend ad-hoc HAC meetings, in relation to the above, within fourteen (14) days of the request from the Hospital.
  - (i) Where a unit has a master rotation and a full-time or part-time line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. The transfer shall not be unreasonably denied. A response to the request shall be given in writing within one (1) week and implemented as soon as operationally feasible. If more than one (1) member is requesting the same transfer, seniority will be the deciding factor.
- (m) Introduction and Discontinuance of a Compressed Work Week
  - i) A compressed work week shall be introduced into any unit when:
    - A. eighty percent (80%) of the nurses so indicate by secret ballot; and
    - B. the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - ii) A compressed work week may be discontinued in any unit when:
    - A. fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
    - B. the Hospital because of:
      - 1) adverse affects on patient care,
      - 2) inability to provide a workable staffing schedule,
      - 3) when 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.

- iii) When notice of discontinuance is given by either party in accordance with paragraph (b) above:
  - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - B) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) day's notice before the schedules are so amended.

#### PART-TIME

- (n)
  - i) The Employer agrees to schedule regular part-time nurses according to their commitment on the posted schedule.
  - ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses provided that no nurse will exceed her/his 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.
  - iii) Where all regular part-time nurses 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 nurses on the basis of seniority.
  - iv) 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.
  - v) It is understood that the Hospital will not be required to offer tours which would result in overtime or premium pay.

F-4

#### Commitment for Regular Part-Time Nurses

Regular part-time nurses shall make a written commitment to be available to be scheduled to work on the following basis:

- (a) available as required by the Hospital to work a minimum of six (6) seven and one-half (7½) hour tours or four (4) eleven and one-quarter (11¼) hour tours per four (4) week period.
- (b) available for at least 50% of the July-August period.
- (c) available for at least one (1) weekend in three (3) consecutive weeks.
- (d) available for work over the Christmas period (including Christmas Eve, Christmas Day, and Boxing Day) or the New Year's period (including New Year's Eve and New Year's Day) on alternate years.



F-5 Scheduling – Allied Health Members (Full-time/Part-time)

- (a) Tour schedules and days off will be posted at least four (4) weeks in advance and shall cover a six (6) week period. Requests for specific days off are to be submitted in writing at least one (1) weeks in advance of posting. Additional requests, outside of the above noted timelines, will not be unreasonably denied by the hospital.

The Employer agrees to respond to such requests within a reasonable time frame but no later than one (1) week from the time of the request. If more than one of these requests occur on the same date, seniority will govern.

- (b) Allied Health staff will not be scheduled to work more than seven (7) consecutive tours unless otherwise agreed between the employee and the supervisor.

- (c) Definition of a Weekend:

A weekend shall be fifty-six (56) consecutive hours between the completion of Friday's tour until the commencement of Monday's tour.

The Hospital will schedule each employee at least one (1) weekend off in three (3). An 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.
- (d) A request for exchange in posted time schedules by an employee may be considered by the Hospital. Such request must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty. No exchange is permitted without the approval of the Hospital.
- (e) A full-time and regular part-time employee will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's in alternate years. The Hospital will endeavour to give Christmas Eve day and Boxing Day off with Christmas Day and New Year's Eve day off with New Year's Day. The master rotation may be altered and the scheduling regulations may be waived by the Hospital between December 15th and January 7th in order to accomplish the extended time off. Time off over Christmas and New Year's will be posted no later than October 15th. Employees will be expected to work Christmas in their first year of employment.
- (f) The Hospital agrees to discuss any proposed changes to the master schedule through the Hospital-Association Committee no less than sixty (60) days prior to the proposed changes. The parties agree to attend ad-

hoc HAC meetings, in relation to the above, within fourteen (14) days of the request from the Hospital.

- (i) Where a unit has a master rotation and a full-time or part-time line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. The transfer shall not be unreasonably denied. A response to the request shall be given in writing within one (1) week and implemented as soon as operationally feasible. If more than one (1) member is requesting the same transfer, seniority will be the deciding factor.
- (g)
  - i) The Hospital will schedule standby for Laboratory Technologists for not more than two (2) weekends in each three (3) week period.
  - ii) The Hospital will schedule standby for Radiology Technologists for every other weekend except with the employee's consent.

#### PART-TIME

##### (h) Part-time Commitment

The regular part-time employee will be available for work on the following basis:

- i) available as required by the Hospital to work a minimum of five (5) tours biweekly.
  - ii) available for at least two (2) weekends every four (4) weeks.
  - iii) available for work over the Christmas period (including Christmas Eve, Christmas Day and Boxing Day) or the New Year's period (including New Year's Eve and New Year's Day) on alternate years.
- (i) If more regular part-time employees are hired, Article F-3 (n) v) will apply.

F-6

##### Premium on Weekends

- (a) The tours will be offered as the full 11.25 hour tour according to the seniority list. If a nurse is able to work only 7.5 hours of that tour it will continue to be offered according to seniority until all nurses have declined the full tour.
- (b) If a nurse agrees to work the full 7.5/11.25 hour tour on a weekend, this will qualify the nurse to be paid at premium for two (2) scheduled tours for day shift and 3 scheduled tours for night shift worked on their subsequent and consecutive weekend(s).
- (c) If a weekend tour is offered and the nurse is not able to work the whole of the 7.5 or 11.25 hour tour and works less than the offered 7.5 or 11.25 hours, this will qualify the nurse to be paid at a premium for equivalent hours worked on the second consecutive weekend.

F-7 Shift Distribution Remedy

When management has been informed, and subsequently confirmed, that the appropriate nurse was not called in for a shift in accordance with the collective agreement, a remedy shift will be offered to the nurse as an extra above baseline staffing. The remedy shift to be worked shall be mutually agreed to but will be worked no later than the end of the posted schedule following the one in which the error occurred and the nurse will be paid at the rate of pay which they would have received had the call-in been made according to the Collective Agreement.

**ARTICLE G - PAID HOLIDAYS**

G-1 The following shall be recognized as paid holidays:

- |                        |                            |
|------------------------|----------------------------|
| New Year's Day         | Labour Day                 |
| 3rd Monday in February | Thanksgiving Day           |
| (Family Day)           | Remembrance Day            |
| Good Friday            | Christmas Day              |
| Victoria Day           | Boxing Day (December 26th) |
| July 1st               | Second Monday in June      |
| Civic Holiday          |                            |

G-2 A tour that begins or ends during the twenty-four hour period of the above-mentioned 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.

**FULL-TIME**

G-3 Lieu days off will be granted to the full-time employee within thirty (30) days of the date on which the holiday was observed, and will be taken on a day mutually agreed upon between the employee and the nursing department.

G-4 The Hospital will endeavour to schedule as many full-time employees off as possible on the holiday and will make every effort to provide for the scheduling off of employees on holidays on as equitable a basis as possible, having regard to the continuous provision of patient care.

**ARTICLE H - VACATIONS**

H-1 The vacation year for the purpose of entitlement shall be from the 1st of April in one year to the 31st of March of the next year and all vacation earned up to and including the 31st of March in any year must be taken before the end of March of the following year. Due to the necessity of allowing as many employees off as possible over the Christmas and New Year's holidays, vacations will not be scheduled for the period from December 15th to January 7th.

H-2 (a) It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the employees with respect to the choice of vacation date and

the continuity of weeks subject to needs to meet the patient care requirements of the Hospital.

- (b) Prior to leaving on vacation, the employees shall be notified of the date and time on which to report for work following vacation.
- (c)
  - i) All requests for prime time vacation (prime time vacation is the time between the third Monday in June and the second Monday in September) shall be submitted by March 31st of each year and will be approved in conjunction with H-2 (c)ii and iii. These vacation requests will be processed by the 15th of April and will be posted. Vacation requests for any other time of year must be submitted at least fourteen (14) days in advance of the requested time, except when excused by the Supervisor.
  - ii) The Employee may only choose three (3) weeks during prime time, unless other arrangements are made between the Unit Manager and the Employee.
  - iii) Under these conditions should prime time be left open the additional weeks will be available to the Nurses for extra time off during prime time on a seniority basis.
  - iv) Tour schedules will be posted at least four (4) weeks in advance and shall cover the entire identified prime time period.

Note: Allied Health X-ray Department Employees will only be scheduled for two (2) consecutive weeks of vacation when there are only two (2) x-ray staff and the Employer is unable to hire a locum x-ray staff.

- (d) Employees shall be given preference with respect to their vacations in accordance with seniority, subject to (c) above.

FULL-TIME

H-3 Where Article 16.05 of the Full-Time Collective Agreement applies, the employee may choose to, and the Hospital shall re-schedule all or part of the vacation period at a mutually agreeable time.

ALLIED HEALTH

H-4 Vacation lists for Allied Health Members are separate from the nursing department.

H-5 Supplementary Vacation

Full-time nurses entitled to supplementary vacation pursuant to Article 16.01 (f) of the Central Collective Agreement will request such vacation as per Article H. Unused supplementary vacation will be carried over to the following vacation year(s).

Part-time nurses entitled to supplementary vacation pursuant to Article 16.06 of the Central Collective Agreement will request such vacation as per Article H.

Unused supplementary vacation will be carried over to the following vacation year(s). The additional 2% vacation pay will be paid out within one (1) month of earning the supplementary vacation.

### **ARTICLE I - BULLETIN BOARD**

I-1 The Hospital shall provide a bulletin board for the use of the Union. All notices must be signed by a member of the Union Executive.

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

J-1 Effective April 1, 1989, one (1) full-time employee will be eligible to enrol in the pre-paid leave plan each year.

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

K-1 JOB SHARING

If the Hospital 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 request with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Head Nurse of the Unit.
- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- (f) Coverage:
  - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover 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 Agreements.
- (h) Any incumbent full-time employee wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (i) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to 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.

The Hospital agrees to job share the sixth (6th) full-time position when the other five (5) full-time positions have been filled with full-time employees.

**ARTICLE L - MODIFIED WORK PROGRAM**

- L-1 (a) The Hospital will notify the Local President of the Ontario Nurses' Association the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.
- (b) Prior to any employee returning to work on a modified/light/alternate work programme, the Hospital will notify and meet with a representative of the ONA and members of the local executive to discuss a back to work programme for the employee.
- (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

L-2 Modified Work/Return to Work Programs

The participating Hospitals 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 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 participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.
- (c) 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.
- (d) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (e) 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, provision of additional staff, and/or retraining of the worker in order to perform the essential duties of the pre-injury job or alternative suitable work that may become available.

**ARTICLE M - PHYSICIAN'S NOTE**

M-1 The Employer will pay the cost of physician's notes if required for the employee.

**ARTICLE N - MISCELLANEOUS**

N-1 For the purpose of Article 14.09, where a full-time or a regular part-time member chooses time off equivalent to the applicable overtime rate, such time off must be taken at a mutually agreeable time.

Banked overtime remaining to the member's credit in excess of thirty-seven and a half hours shall be paid to the member by the Hospital by March 31<sup>st</sup>, of each year.

In the event of an exceptional circumstance and/or staffing shortage which prevents the employee from taking her/his time owing at a mutually agreeable time, the time limits may be extended.

N-2 Full-time workers will be able to apply for temporary full-time vacancies in accordance with Article 10.06 (d). Such positions will be filled in accordance with seniority.

N-3 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for a ONA job positing will be notified 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 mentioned notification will be copied to the ONA Bargaining Unit President.

N-4 Paid Professional Leave Days

Each nurse shall be entitled to up to three (3) paid professional development days per calendar year. The nurse shall provide the hospital with as much notice as is practicable to ensure that replacement staff are provided.

The Nurse shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

N-5 Retiree Benefits – Process for payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits 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 Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

N-6 Lieu Time

In accordance with Article 14.09 of the Central Collective Agreement, where an employee chooses equivalent time off, such time off must be taken within ninety (90) calendar days at a mutually agreeable time or the lieu time will be paid out to the employee.

N-7 The employer will endeavour to have two (2) registered nurses on duty on all shifts.

N-8 An employee who is underpaid as a result of a payroll error, where the amount is equivalent or greater than 7.5 hours, upon request will have payment issued to



her or him as soon as possible but no later than three (3) working days (payroll working days) following the pay date in which the error was made.

- N-9 When a member has successfully completed a hospital sponsored education/hospital business requirement, the Employer will reimburse the member the costs incurred within two (2) weeks of submitting the expense report. Employees should request pay advances where appropriate.

## **ARTICLE O - VIOLENCE IN THE WORK PLACE**

O-1 (a) Definition of Violence

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

Workplace violence means:

- i) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- ii) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker
- iii) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Workplace harassment means:

- i) Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

Workplace harassment may include bullying, intimidating or offensive jokes or innuendoes, displaying or circulating offensive pictures or materials, or offensive or intimidating phone calls.

(b) 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 procedures 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.

(c) Notification to the Association

The employer will notify the union in writing of all incidents related to violence involving Bargaining Unit members within four (4) days. For

critical injuries, the employer will notify the JHSC and the union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

(d) Function of Joint Health and Safety Committee

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.

(e) 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.

(f) 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.

(g) 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.

(h) Damage to Personal Property

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/her work.

**SIGNING PAGE**

DATED AT WAWA, ONTARIO THIS “31” DAY OF “March”, 2017.

FOR THE EMPLOYER

FOR THE UNION

“V. Boyer”  
\_\_\_\_\_

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

\_\_\_\_\_

“L. Vorlicek”  
\_\_\_\_\_  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

LADY DUNN HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

RE: Allied Health Employees

Allied Health employees Marisa Dumont and Barbara Hunter who work less than seventy-five (75) hours biweekly will continue to be classified as full-time employees with full-time benefits. The above mentioned employees will be given the opportunity, by seniority, to work up to seventy-five (75) hours biweekly if such work becomes available.

DATED AT WAWA, ONTARIO THIS “31” DAY OF “March”, 2017.

FOR THE EMPLOYER

FOR THE UNION

“V. Boyer”

“A. Furlott”

Labour Relations Officer

“L. Vorlicek”

Bargaining Unit President

**LETTER OF UNDERSTANDING**

Between:

LADY DUNN HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

RE: Group, Unit or Team Leader

Infection Control Nurse  
Oncology Nurse / Occupational Health Nurse  
Ontario Telemedicine Network Coordinator / Staff Educator  
Charge Nurse Operating Room and Emergency Department  
Charge Nurse, Nursing Department / RAI Coordinator  
Charge Technologist

The Hospital agrees to pay the above mentioned positions the applicable premium allowance pay in accordance with Article 19.04 (d).

DATED AT WAWA, ONTARIO THIS “31” DAY OF “March”, 2017.

FOR THE EMPLOYER

FOR THE UNION

“V. Boyer”

“A. Furlott”  
Labour Relations Officer

\_\_\_\_\_

“L. Vorlicek”  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

LADY DUNN HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

RE: Supernumerary Registered Nurse Position(s) Under New Graduate Initiative

The parties hereby agree to implement the current new graduate initiative as follows:

1. The new graduate initiative will follow the provision of the Letter of Understanding re: Supernumerary Positions contained in the Central Hospital Collective Agreement.
2. The employer will provide details related to the baseline staffing on the medical/surgical unit identified in order to demonstrate that the identified positions created are supernumerary.
3. The employer will provide the Union with an updated list of all current vacancies within the bargaining unit and when they were posted last.
4. The Registered Nurse(s) hired under the New Graduate Initiative will not be utilized on any other units except as the parties otherwise agree, and will not be used for coverage of staffing needs on these units.
5. The employer will verify that all new graduates have received temporary registration from the College of Nurses of Ontario prior to commencement of their employment.
6. All nurses will be assigned a mentor as per the central LOU. A process will be developed for the mentoring of the new graduates and individual learning plans will be put in place.
7. The duration of each supernumerary position will be 7.5 months as per the central LOU. A process will be developed with the Bargaining Unit President, or designate, to assess the supernumerary position of each of the new graduates identified after a 3 month period. This process will include discussion with the assigned mentor(s) to determine if the period of the supernumerary position can be decreased.
8. Where it is determined the period of any of the supernumerary positions can be reduced a meeting will be held between the parties to determine how the remaining funding for the positions will be utilized for other members of the bargaining unit (i.e. internship opportunities, late career initiatives, etc.).
9. Should there not be agreement as to the spending of the additional funds the supernumerary positions will continue for the duration of 7.5 months as per the central LOU.

- 10. The Union will be notified when any of the new graduate nurses successfully post into a permanent position applied for after their probationary period has been completed.
- 11. At the end of the supernumerary positions identified, the Union will be notified of the status of each of the new graduate nurses. New graduate nurses who have not secured a permanent position will become casual part-time as per the central LOU.

DATED AT WAWA, ONTARIO THIS “31” DAY OF “March”, 2017.

FOR THE EMPLOYER

FOR THE UNION

“V. Boyer”  
\_\_\_\_\_

“A. Furlott”  
\_\_\_\_\_

Labour Relations Officer

\_\_\_\_\_

“L. Vorlicek”  
\_\_\_\_\_

Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

LADY DUNN HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

RE: ESA Agreement for Excess Hours

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Whereas 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 in accordance with Article F-3. Such schedules are designed to provide an averaging of 37.5 hours per week, no more than 75 hours in two weeks for part-time employees.
- (b) The Union agrees to average the full-time master rotation's hours 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 workday, up to the limits set out in section 18(1) of the Act. 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 the master rotation for full time, and those above 75 hours per 2 weeks for part time. Such that they may be asked to work up to 60 hours in a work week which is defined as Monday to Sunday. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (f) This Letter of Understanding will be attached to and become part of the Collective Agreement and replaced all previous Letters of Understanding.



DATED AT WAWA, ONTARIO THIS “31” DAY OF “March”, 2017.

FOR THE EMPLOYER

FOR THE UNION

“V. Boyer”  
\_\_\_\_\_

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

\_\_\_\_\_

“L. Vorlicek”  
\_\_\_\_\_  
Bargaining Unit President

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