

COLLECTIVE AGREEMENT

between

NIPIGON DISTRICT MEMORIAL HOSPITAL  
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: MARCH 31, 2020

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**APPENDIX 3****NIPIGON DISTRICT MEMORIAL HOSPITAL**

| <b>REGISTERED NURSE</b>   |                            |  |                            |
|---------------------------|----------------------------|--|----------------------------|
|                           | Effective<br>April 1, 2018 |  | Effective<br>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                    |
| <b>GRADUATE NURSE</b>     |                            |  |                            |
| Start                     | \$29.88                    |  | \$30.41                    |
| 1 Year                    | \$29.97                    |  | \$30.50                    |
| <b>NURSE EDUCATOR</b>     |                            |  |                            |
| Start                     | \$34.79                    |  | \$35.40                    |
| 1 Year                    | \$34.85                    |  | \$35.46                    |
| 2 Years                   | \$35.31                    |  | \$35.94                    |
| 3 Years                   | \$36.96                    |  | \$37.61                    |
| 4 Years                   | \$38.62                    |  | \$39.30                    |
| 5 Years                   | \$40.70                    |  | \$41.41                    |
| 6 Years                   | \$42.74                    |  | \$43.49                    |
| 7 Years                   | \$44.84                    |  | \$45.62                    |
| 8 Years                   | \$47.92                    |  | \$48.76                    |
| 25 Years                  | \$48.75                    |  | \$49.61                    |
| <b>NURSE PRACTITIONER</b> |                            |  |                            |
| Start                     | \$49.15                    |  | \$50.01                    |
| 1 Year                    | \$49.65                    |  | \$50.51                    |
| 2 Years                   | \$50.22                    |  | \$51.10                    |
| 3 Years                   | \$51.95                    |  | \$52.86                    |
| 4 Years                   | \$53.68                    |  | \$54.62                    |
| 25 Years                  | \$54.45                    |  | \$55.41                    |

## APPENDIX 4

### NIPIGON DISTRICT MEMORIAL HOSPITAL

#### SUPERIOR CONDITIONS

1. Vacations

- (a) Each full-time employee(s) hired on or before October 22, 1981, shall be entitled to vacation with pay based on length of continuous service as of the Hospital's vacation entitlement determination date in any year as follows, provided however no vacation days may be taken prior to completion of her or his probationary period with the Hospital:
- (i) each full-time employee(s) who has less than one (1) year of continuous service shall be entitled to a vacation with pay at her or his regular rate of 1.67 days for each completed month of service not to exceed twenty (20) working days;
  - (ii) each full-time employee(s) who has completed one (1) or more years of continuous service shall receive an annual vacation of four (4) weeks with pay at her or his regular rate.

2. Sick Leave Provisions

An employee(s) who was full-time on October 23, 1981, who is laid off, retires or resigns before retirement and has completed at least five (5) years of continuous employment at the date of lay-off, retirement or resignation, shall be entitled to fifty percent (50%) of unused accumulated sick leave on record to her or his credit as of such date. However, an employee(s) who is discharged for just cause is not so entitled.

3. Paid Holidays

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

A part-time employee(s) who qualifies shall be entitled to statutory holiday pay in accordance with the terms regulated by The Employment Standards Act.

## **ARTICLE 1 – DEFINITIONS**

In this Agreement:

- 1.01 "Employee(s)" shall include only such persons coming within the scope of the bargaining unit described in Article 2.
- 1.02 "Administrator" shall mean the Chief Executive Officer at Nipigon District Memorial Hospital or a person appointed in writing to act in his absence.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Hospital recognizes the Union as the exclusive bargaining agent of all registered and graduate nurses engaged in a nursing capacity employed by Nipigon District Memorial Hospital, Nipigon, Ontario, save and except the Chief Nursing Officer, the supervisors and persons above the rank of supervisors and persons covered by existing Collective Agreements.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The right to hire, retire, promote, classify, lay-off, recall, demote, transfer, discharge or discipline for just cause, to maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employee(s), is the exclusive function and responsibility of the Hospital. All matters concerning the operation of the Hospital not specifically dealt with herein shall be reserved to the Hospital and be its exclusive responsibility provided these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE 4 – RELATIONSHIP**

- 4.01 A representative of the Union will be given an opportunity to interview a newly hired employee(s) during her or his orientation period.

## **ARTICLE 5 – COMMITMENT OF REGULAR PART-TIME EMPLOYEE(S)**

- 5.01 A regular part-time employee(s) will make a commitment to be scheduled for:
- (i) four (4) 11.25 hour shifts per pay period; or
  - (ii) six (6) 7.5 hour shifts per pay period; or
  - (iii) any combination of 7.5 hour shifts and 11.25 hour shifts up to a total of forty-five (45) hours per pay period; and
  - (iv) work either Christmas or New Year's; and
  - (v) at least fifty percent (50%) of July and August vacation period; and

- (vi) must be available to work at least fifty percent (50%) of the paid holidays listed in Article 14.01 and March Break unless on approved leave of absence or vacation.

## **ARTICLE 6 – UNION REPRESENTATION**

- 6.01 There will be two (2) Union Representatives, one (1) full-time employee(s) and one (1) part-time employee(s).
- 6.02 There will be two (2) employee(s) on the Negotiating Committee, one (1) full-time employee(s) and one (1) part-time employee(s).
- 6.03
  - (a) The Union-Hospital Committee will consist of two (2) representatives from the Union, at least one (1) of whom is full-time and one (1) of whom is part-time and an equal number of representatives from the Hospital.
  - (b) The Bargaining Unit President/designate will identify to the Hospital which committee members require payment under Article 6.03 (e) at each Union-Hospital Committee meeting.
- 6.04 There will be a Grievance Committee composed of not more than two (2) employee(s), at least one (1) of whom is full-time and one (1) of whom is part-time.
- 6.05 The Professional Committee will consist of two (2) employee(s), at least one (1) of whom is full-time and one (1) of whom is part-time and two (2) representatives from the Hospital.
- 6.06 It may become necessary for the Hospital Management to meet with the Bargaining Unit President in the capacity of the President of the Union to discuss matters arising out of the administration of the Collective Agreement.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Hospital will compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

To qualify for such payment, the Bargaining Unit President will submit, at the end of each month, a record of times and dates of these meetings to her or his Nurse Manager. Payment will be issued on the Bargaining Unit President's next payroll cheque, subject to all applicable deductions. Notwithstanding the above, the Bargaining Unit President may, at the time of submitting the monthly record, request time off in lieu of payment. If approved, then the Nurse Manager and the Bargaining Unit President will mutually agree on when the time will be taken.

## **ARTICLE 7 – GRIEVANCE ARBITRATION HEARINGS**

### 7.01 Place of Hearing

Arbitrations shall be heard at Nipigon, Ontario, or at such other places as may be agreed upon by the Union and the Hospital.

## **ARTICLE 8 – SENIORITY**

8.01 Seniority lists will be published in the months of January and July in each year. An electronic copy will be provided to the Bargaining Unit President and to the Labour Relations Officer.

8.02 An employee(s) who is terminating her or his employment with the Hospital will endeavour to give at least one (1) months notice except in unusual circumstances.

## **ARTICLE 9 – LEAVE FOR UNION BUSINESS**

9.01 Leave for Union business shall be granted on the following conditions:

- (i) accumulative total number of days shall not exceed twenty-five (25);
- (ii) a request for leave shall be made in writing at least four (4) weeks prior to the commencement of the leave, except in unusual circumstances;
- (iii) no more than two (2) employee(s) shall be given leave at the same time;
- (iv) if having two (2) employee(s) on leave at the same time would interfere with the Hospital's ability to meet staffing requirements during the leave, the Hospital may limit the number of employee(s) absent on leave to one (1).

9.02 An employee(s) who serves as Local Co-ordinator for the Ontario Nurses' Association shall be granted leave of absence without pay for up to a total of thirty (30) days annually. Leave of absence for Local Co-ordinators will be separate from Union leave provided in Article 9.01 above. It is understood such leave will not be unreasonably denied and is subject to coverage.

## **ARTICLE 10 – BULLETIN BOARDS**

10.01 The Hospital agrees to provide a bulletin board for the use of the Union. The location of the bulletin board is to be mutually determined.

**ARTICLE 11 – MISCELLANEOUS**

- 11.01 The Hospital shall provide adequate parking space; plug-ins shall be provided.
- 11.02 The Hospital agrees that wages shall be paid on every other Thursday.
- 11.03 The number of employee(s) that may be absent at any one time under the Pre-Paid Leave Plan spelled out in Article 11.11 Central shall be one (1).
- 11.04 The Hospital will notify the Local President of the names of all employee(s) who go off work due to a work related injury or when an employee(s) goes on L.T.D.
- The Hospital will provide to the Union, a monthly list of all employee(s) on modified work programs at the beginning of each month.
- 11.05 When it has been medically determined that an employee(s) is unable to return to the full duties of her or his position due to a 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 employee(s)' return to suitable work.
- 11.06 The Hospital agrees to provide the employee(s) with a copy of the Workplace Safety & Insurance Board Form 7 at the same time it is sent to the Board.
- 11.07 The Hospital shall provide a uniform allowance of seventy dollars (\$70.00) annually for full-time employee(s) and thirty-five dollars (\$35.00) annually for regular part-time employee(s), to be paid in a lump sum payment in the first pay period of April in each year.
- 11.08 The parties agree that any unsuccessful candidate for an ONA job-posting 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.
- 11.09 Any bargaining unit employee(s) 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 pre-authorized withdrawal process. It is understood that any transaction would be dated the first of each and every month.
- 11.10 The Hospital will provide a room on site to the bargaining unit for Union meetings, when available.

**ARTICLE 12 – SCHEDULING**

(This Article also applies to employee(s) working extended tours except as amended by Article 16.07)

- 12.01 The following scheduling regulations will be observed:
- (a) Normally two (2) consecutive days off will be scheduled after five (5) days of work; however, the schedule may be arranged to schedule not more than seven (7) consecutive days of work without two (2) consecutive days off where scheduling under (c) necessitates and as long as four (4) days off are



scheduled each fortnight. Premium pay shall be paid for each subsequent consecutive day of work in excess of seven (7) consecutive days until two (2) consecutive days off are scheduled.

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 by mutual consent.

- (b) Tour schedules and days off will be posted by the 1<sup>st</sup> day of each month to cover the following month. Requests for time off must be submitted by the 21<sup>st</sup> of the month prior to the requested month. Once the schedule is posted, requests for changes in posted time schedules must be submitted in writing at least one (1) week in advance of the expected absence to the Chief Nursing Officer or designate and co-signed by the employee(s) willing to change days off. It is understood that special circumstances may arise which may alter this time limit.
- (c) The Hospital will schedule one (1) weekend off in three (3). An employee(s) will receive premium pay as outlined in the Central Agreement for all hours worked on a third and subsequent consecutive weekend, save and except where:
  - (i) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
  - (ii) such employee(s) has requested weekend work; or
  - (iii) such weekend is worked as the result of an exchange of shifts with another employee(s).

For full-time employee(s) working extended tours, the premium will apply to work on a second and subsequent consecutive weekend.

A weekend shall be defined as being at least fifty-six (56) consecutive hours off work from the completion of the Friday evening tour until the beginning of the Monday day tour.

- (d) Requests for time off during December and January must be submitted to the Nurse Supervisor by October 15<sup>th</sup> and a list of time off from December 15<sup>th</sup> to January 7<sup>th</sup> will be posted by November 15<sup>th</sup>. Once posted, no changes will be granted during this period unless the employee(s) finds an employee(s) to exchange with her or him and it is approved by the Hospital in accordance with Article 12.01 (b).

Employee(s) will alternate time off at Christmas and New Year's from one (1) year to the next. An employee(s) will be scheduled off for five (5) consecutive days at either Christmas (to include December 24<sup>th</sup>, December 25<sup>th</sup> and December 26<sup>th</sup>) or at New Year's (to include December 31<sup>st</sup> and January 1<sup>st</sup>), except in areas where the nursing complement is not normally scheduled to work weekends and statutory holidays. The night shift will be considered the first shift of the day for this period.

The scheduling objectives, other than (d) will not be operative during the period of December 15<sup>th</sup> to January 7<sup>th</sup>.

- (e) An employee(s) requesting afternoon or night tour on a permanent basis may be granted such request when a vacancy exists. Employee(s) who, on the day of execution of this Agreement, are employed on a day tour on a permanent basis will not be required to rotate over three (3) tours as a condition of continued employment.
- (f) In cases of illness, employee(s) shall notify the Hospital as far in advance of their shift starting time as possible.
- (g) The Hospital will endeavour to provide that an employee(s) who normally rotates shall be scheduled to work at least fifty percent (50%) of her or his work tours on day shift averaged over a twelve (12) week period.
- (h) The Hospital will schedule two (2) consecutive tours off between a change of tour and at least forty-eight (48) hours off following night duty. Except where the employee(s) agrees to such short change, premium pay shall be paid for the first tour worked as the result of such short change.
- (i) When regular part-time employee(s) on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time employee(s) on the unit on the basis of seniority, prior to offering tours to casual employee(s), subject to the following:
  - (i) employee(s) who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
  - (ii) it is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
  - (iii) when a regular part-time employee(s) accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made;
  - (iv) provided they are qualified, employee(s) may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice;
  - (v) a tour will be deemed to be offered whenever a call is placed.

### **ARTICLE 13 – VACATION SCHEDULING**

- 13.01 For the purposes of calculating the amount of vacation earned, the vacation year shall be regarded as being May 1<sup>st</sup> to April 30<sup>th</sup>.
- 13.02 The Hospital will endeavour to schedule as the weekend off the weekend prior to an employee(s)' vacation.
- 13.03 (a) Combined full-time and part-time vacation requests will be posted on each unit no later than March 15<sup>th</sup>. A three hundred and sixty-five (365) day vacation planner will be used. Employee(s) will make requests for vacation as follows:

- (i) vacation will be selected in week blocks. For the months of June, July and August, a week shall be from Monday to Sunday. For the remainder of the year, a week shall be seven (7) consecutive days.
  - (ii) employee(s) in the top half of the seniority list will request by April 1<sup>st</sup>.
  - (iii) employee(s) in the bottom half of the seniority list will request by April 15<sup>th</sup>.
- (b) Authorized time off will be posted by May 15<sup>th</sup>.
  - (c) Once an employee(s) has indicated a preferred vacation period, she or he may not exercise seniority rights to change this stated period.
  - (d) Subject to the foregoing, vacation requests received after May 15<sup>th</sup> will be considered on the basis of date of receipt. In the event of a dispute, seniority will prevail. The Hospital will respond to the employee(s) in a timely manner.
  - (e) Consideration will be given first to full week requests, however, an employee(s) may take five (5) days of vacation in single days.

13.04 The Hospital in its discretion may permit an employee(s) to carry over one-half (1/2) of the annual vacation entitlement to the following year provided satisfactory scheduling can be arranged during the employee(s)' extended vacation period. An employee(s) who is permitted to carry over one-half (1/2) of her or his vacation entitlement to the following year and who wishes to take an extended vacation as a result must take the extended vacation during the period October 1<sup>st</sup> to April 30<sup>th</sup>. Unless permission to carry over vacation has been granted by the Hospital, the employee(s) must take off her or his year's vacation credits by April 30<sup>th</sup> in any year.

13.05 Each regular part-time employee(s) shall be entitled to vacation time off without pay based on length of continuous service and in accordance with Article 16 of the Central Agreement.

No vacation days shall be taken prior to the completion of the probationary period.

13.06 Vacation pay for casual and regular part-time employee(s) shall be calculated on a yearly basis to the date of the last pay period in April of each year and shall be paid to the employee(s) on the first regular pay day in May of each year.

#### **ARTICLE 14 – PAID HOLIDAYS**

14.01 The following are the paid holidays referred to in 15.01 of the Central Agreement:

|   |  |
|---|--|
| New Year's Day (January 1 <sup>st</sup> ) | Civic Holiday (1 <sup>st</sup> Monday in August) |
| Family Day                                | Labour Day                                       |
| Good Friday                               | Thanksgiving Day                                 |
| Easter Sunday                             | Remembrance Day (November 11 <sup>th</sup> )     |
| Victoria Day                              | Christmas Day (December 25 <sup>th</sup> )       |
| Canada Day (July 1 <sup>st</sup> )        | Boxing Day (December 26 <sup>th</sup> )          |

- 14.02 If a full-time employee(s) chooses to receive another day off with pay as provided in the Central Agreement, the following rules will apply:
- (a) The lieu day off must be taken at a mutually agreeable time on a day within thirty (30) days of the paid holiday.
  - (b) If the lieu day off cannot be taken within thirty (30) days of the paid holiday, the lieu day off will be scheduled as soon as is practicable thereafter at a mutually agreeable time.
  - (c) The full-time employee(s) shall be permitted to accumulate up to a total of five (5) lieu days off. It is agreed that the full-time employee(s) will make every possible effort to take accumulated lieu days off one at a time rather than collectively unless circumstances dictate that an exception be made to this rule.
- 14.03 A tour that begins or ends during the twenty-four (24) hour period of the above 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 15 – COMPENSATING PAID TIME OFF FOR OVERTIME**

- 15.01 Where a full-time employee(s) chooses to take her or his overtime off in premium time with pay in accordance with Article 14.09, the time off with pay will be scheduled at a time mutually agreed upon between the Chief Nursing Officer or designate and the employee(s). Time off must be taken within six (6) months of earning the overtime, otherwise it will be paid out in accordance with Article 14.09.

#### **ARTICLE 16 – EXTENDED TOURS**

16.01 Objective

To establish extended tours for registered and graduate nurses.

16.02 Introduction and Discontinuation of Extended Tours (longer daily tour)

- (a) Extended tours shall be introduced into any unit when:
  - (i) eighty percent (80%) of the employee(s) so indicate by secret ballot; and
  - (ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
  - (i) fifty percent (50%) of the employee(s) in the unit so indicate by secret ballot; or
  - (ii) the Hospital because of

- (1) adverse affects on patient care, or
- (2) inability to provide a workable staffing schedule, or
- (3) a wish to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue extended tours.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above,:
- (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 extended tours will be discontinued, affected employee(s) shall be given forty-five (45) days' notice before the schedules are so amended.

16.03 Trial Period

The parties agree that a trial period for extended tours will be no longer than six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated by both nursing administration and the employee(s). Extended tours will be continued if eighty percent (80%) of the employee(s) affected so indicate by secret ballot cast at the end of the trial period and upon agreement of the Hospital; such agreement shall not be withheld in an unreasonable or arbitrary manner.

16.04 Participation

All full-time and part-time employee(s) falling within the bargaining units will, as a condition of employment, be required to work extended tours on a rotating basis in accordance with the unit's posted schedules.

16.05 Hours of Work

Normal tour hours on the nursing floor will be from 0730 to 1930 and 1930 to 0730. Should a seven and one-half (7 ½) hour tour be scheduled, the normal tour hours will be:

0730 - 1530;  
1530 - 2330; or  
2330 - 0730.

The Emergency Department seven and one-half (7 ½) hour day tour will be 0800 - 1600. The normal weekend tour in the Emergency Department will be 0900 - 2100.

The starting and stopping times of the tours may be amended by mutual agreement between the parties.

16.06 Meal and Rest Periods

Normally, the meal and rest periods will be scheduled as follows:

two (2) fifteen (15) minute paid rest periods; and

two (2) thirty (30) minute meal periods of which forty-five (45) minutes is unpaid.

16.07 Scheduling

The following regulations shall govern the scheduling of work for employee(s) working extended tours:

- (i) the Hospital shall schedule each full-time employee(s) every second weekend off;
- (ii) the Hospital shall endeavour to schedule each regular part-time employee(s) every second weekend off and shall schedule each regular part-time employee(s) every third weekend off;
- (iii) employee(s) will not be required to work more than three (3) consecutive extended tours;
- (iv) not more than three (3) consecutive tours of work will be scheduled. Premium payment shall be paid in accordance with Article 14 for time worked on a fourth consecutive and subsequent extended tour;
- (v) the Hospital will endeavour to provide that an employee(s) who normally rotates shall be scheduled to work at least fifty percent (50%) of her or his work tours on day shift averaged over the rotation period;
- (vi) all other scheduling regulations which apply to employee(s) working the regular daily tour as provided in Article 12.01 of Appendix 5, except (a), (c), sentence 1, (e) and (g);
- (vii) the first shift of the day shall be the day shift.

11.25 Hour Tour Weekend Definition

A weekend shall be a minimum of 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.

**ARTICLE 17 – JOB-SHARING**

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

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

- 17.02 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) employee(s) and the Head Nurse of the unit.
- 17.03 The above schedule shall conform with the full-time scheduling provisions of the Collective Agreement.
- 17.04 Each job-sharer may exchange shifts with her or his partner, as well as with other employee(s) as provided by the Collective Agreement.
- 17.05 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(s) would be required to work.

17.06 (a) Coverage

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.

(b) Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Agreement

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

- 17.07 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.
- 17.08 Any incumbent full-time employee(s) wishing to share her or his position, may do so without having her or 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.
- 17.09 If one of the job-sharers leaves the arrangement, her or 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(s) will have the option of continuing the full-time position or reverting to a part-time position for which she or he is qualified. If she or 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.

## **ARTICLE 18 – VIOLENCE IN THE WORKPLACE**

18.01 The parties agree that no form of verbal, physical, sexual, racial or other abuse of employee(s) will be condoned in the workplace.

(a) **Function of Joint Occupational Health and Safety Committee**

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

(b) **Support and Counselling**

The Hospital and the Union recognize that where preventive measures have failed to prevent violent incidents, counselling and support will be available to help victims recover from such incidents.

(c) **Damage to Personal Property**

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



DATED at Nipigon, Ontario, this 3<sup>rd</sup> day of October, 2018.

FOR THE HOSPITAL

\_\_"Dot Allen"\_\_\_\_\_

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\_\_\_\_\_

FOR THE UNION

\_\_"Michele Martin"\_\_\_\_\_

\_\_"Diana LeBar"\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

NIPIGON DISTRICT MEMORIAL HOSPITAL  
(hereinafter referred to as the "Hospital")

AND:

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

RE: SCHEDULING

The parties agree that during the life of the Collective Agreement, they will look at the Hospital scheduling in an attempt to provide a schedule which will give part-time employee(s) (as well as full-time employee(s)) every other weekend off.

DATED at Nipigon, Ontario, this 3<sup>rd</sup> day of October, 2018.

FOR THE HOSPITAL

FOR THE UNION

\_\_\_"Dot Allen"\_\_\_\_\_

\_\_\_"Michele Martin"\_\_\_\_\_

\_\_\_\_\_

\_\_\_"Diana LeBar"\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

NIPIGON DISTRICT MEMORIAL HOSPITAL  
(hereinafter referred to as the "Hospital")

AND:

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

RE: UNPAID VOLUNTARY LEAVE

In the event of the discontinuation of the program, the Hospital shall notify the Union in writing no later than January 15<sup>th</sup> of the year in which the program will cease.

DATED at Nipigon, Ontario, this 3<sup>rd</sup> day of October, 2018.

FOR THE HOSPITAL

\_\_\_"Dot Allen"\_\_\_\_\_

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FOR THE UNION

\_\_\_"Michele Martin"\_\_\_\_\_

\_\_\_"Diana LeBar"\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

BETWEEN:

NIPIGON DISTRICT MEMORIAL HOSPITAL  
(hereinafter referred to as the "Hospital")

AND:

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

RE: FOUR ON FIVE OFF EXTENDED TOUR SCHEDULES

Pursuant to Article 13.03 of the Central Collective Agreement, the Hospital and the Union agree to the implementation of 2D2N schedule for full-time nurses on a trial basis under the following conditions:

1. The schedule shall be introduced when eighty percent (80%) of the employee(s) affected so indicate by secret ballot and the Hospital agrees to implement the schedule.
2. Rotations will be filled on a seniority basis as requested by the employee.
3. The scheduling provisions of Article 16 apply save and except for the following:
  - (a) Employee(s) will not be required to work more than four (4) consecutive extended tours otherwise premium pay as contained in the Central Agreement shall be paid for each additional consecutive day of work in excess of four (4) tours until at least two (2) days off are given;
  - (b) An employee will receive premium pay in accordance with the Central Settlement for all hours worked on a seventh and additional, if any, consecutive and subsequent weekend, save and except where:
    - (i) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
    - (ii) such employee(s) has requested weekend work; or
    - (iii) such weekend is worked as the result of an exchange of shifts with another employee(s).
4. The 2D 2N schedule may be discontinued when:
  - (a) Fifty percent (50%) of the staff so indicate by secret ballot; or
  - (b) Where the Hospital decides to do so because of:

- (i) Adverse effects on patient care, or
  - (ii) Inability to provide a workable staffing schedule, or
  - (iii) 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;
- (c) When notice of intention to discontinue in accordance with (a) or (b) is given by either party, then:
- (i) The parties shall meet within four (4) weeks of the notice to review the request for discontinuance; and
  - (ii) Where it is determined that the extended tours will be discontinued, affected staff shall be given sixty (60) days notice before the schedules are so amended.
5. The trial shall run for a one (1) year period to begin on or about October 15, 2017. The parties will meet prior to the expiry of the trial period to review the trial period, make recommendations for any changes required to the schedules or the process. A further vote of the employees will be conducted and where at least eighty percent (80%) of the employees indicate a willingness to continue with the 2D 2N schedule, the arrangement will become permanent.
6. All schedules will be done on the basis that each full-time employee will be scheduled for one thousand and nine hundred and fifty (1,950) hours per year.

DATED at Nipigon, Ontario, this 3<sup>rd</sup> day of October, 2018.

FOR THE HOSPITAL

\_\_\_ "Dot Allen" \_\_\_\_\_  
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FOR THE UNION

\_\_\_ "Michele Martin" \_\_\_\_\_  
\_\_\_ "Diana LeBar" \_\_\_\_\_  
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