

COLLECTIVE AGREEMENT

Between:

NOTRE-DAME HOSPITAL
(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**SALARIES**

REGISTERED NURSE		
	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

GRADUATE NURSE		
	Effective April 1, 2016	Effective April 1, 2017
START	\$29.22	\$29.93

ASSISTANT HEAD NURSE		
	Effective April 1, 2016	Effective April 1, 2017
START	\$33.60	\$34.41
1 YEAR	\$34.03	\$34.51
2 YEARS	\$34.50	\$34.98
3 YEARS	\$36.13	\$36.64
4 YEARS	\$37.78	\$38.31
5 YEARS	\$39.78	\$40.34
6 YEARS	\$41.83	\$42.42
7 YEARS	\$43.90	\$44.51
8 YEARS	\$46.95	\$47.61
25 YEARS	\$47.76	\$48.43

SUPERVISOR		
	Effective April 1, 2016	Effective April 1, 2017
START	\$37.37	\$38.27
1 YEAR	\$38.26	\$38.80
2 YEARS	\$39.31	\$39.86
3 YEARS	\$41.74	\$42.32
4 YEARS	\$44.08	\$44.70
5 YEARS	\$46.57	\$47.22
6 YEARS	\$49.03	\$49.72
7 YEARS	\$51.53	\$52.25
8 YEARS	\$55.22	\$55.99
25 YEARS	\$56.20	\$56.99

APPENDIX 4

SUPERIOR CONDITIONS

The parties recognize that no superior benefits, rights, privileges, practices, terms or conditions of employment flow from the Collective Agreement except as follows:

Vacations - FULL-TIME

Employees who presently enjoy better vacation benefits shall continue to receive such better benefits while employed by the Hospital.

Paid Holidays - PART-TIME

Part-time regular employees qualify for eleven lieu days at three and three quarter hours. The Hospital has a policy of six (6) fixed holidays and the terms and conditions of the Employment Standards Act are applied if all qualifiers are met. This means that employees employed in the Operating Room Department and Surgical Day Care Unit would normally receive six (6) days of seven and one half hours and five (5) days of three and three quarter hours during the course of a normal year since they usually meet all the qualifiers and work a three (3) day week at seven and one half hours per day.

Part-time casual employees receive consideration according to the Employment Standards Act if all of the qualifiers are met in any of the seven (7) listed holidays.

APPENDIX 5

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Union as the bargaining agent for all registered and graduate nurses employed in a nursing capacity by Notre Dame Hospital in Hearst, save and except Head Nurses, Associate Director of Nursing/Inservice Co-ordinator, persons above the rank of Associate Director of Nursing/Inservice Co-ordinator, Planning Discharge Referral and Staff Health Officer.

ARTICLE B - MANAGEMENT'S RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, discharge and suspend or otherwise discipline employees provided that a claim by an employee that she/he has been discharged or otherwise disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter and enforce reasonable rules and regulations to be observed by the 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, the 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.

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

ARTICLE C - REPRESENTATION AND COMMITTEES

C-1 Union Representatives

There will be no more than four (4) employees as union stewards to represent their respective unit/area of work.

C-2 Negotiating Committee

In accordance with Article 6.04 (a) there shall be a Negotiating Committee of up to three (3) employees of whom no more than one (1) shall be from any one unit or area.

C-3 Grievance Committee

In accordance with Article 6.03 (b), the Hospital will recognize a Grievance Committee of two (2) bargaining unit members. When a regular member is not available, she/he may be replaced by an alternate member who is appointed by the Union.

C-4 Hospital-Association Committee

This Committee shall be composed of up to two (2) members in total with equal representation from the Employer. When a regular member is not available she/he may be replaced by an alternate appointed by the Union, so long as it does not incur any premium.

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.

C-5 Occupational Health and Safety Committee

The Hospital will recognize one (1) bargaining unit member of the Joint Occupational Health and Safety Committee under Article 6 of the central collective agreement.

C-6 Union Interview

The time and place of the interview referred to in Article 5.06, shall be scheduled within the first month of employment on hospital premises and at a time mutually agreed by the Union. The Hospital will advise the Bargaining Unit President or designate of all employees to be interviewed prior to the interview.

C-7 The Employer shall notify the Union in writing of the name of Employer representatives and/or committee members and the managers and where they may be located as well as the effective date of their respective appointments.

C-8 The Union will post lists of executive members of both the employers' and the Union Committee representatives (as provided for in the central agreement) on the bulletin board.

C-9 Professional Development Committee

In accordance with Article 9.02(a), there shall be a Professional Development Committee (ONA Education Committee) of not more than two (2) bargaining unit representatives of whom no more than one (1) shall be from any one unit or area.

ARTICLE D - SENIORITY

D-1 A copy of the seniority list as at the end of the last pay in March and last pay in September of each year will be provided to the Bargaining Unit President along with a copy to be posted on the bulletin board.

D-2 It is agreed that seniority for part-time employees shall be accumulated from the date of last hire based on the following:

1950 paid hours equals one year of full-time service up to March 13, 1986

1500 hours worked equals one year of full-time service after March 13, 1986.

ARTICLE E - LEAVES OF ABSENCE

E-1 Union Business

As provided for in Article 11.02 the cumulative total leave of absence for all employees, including full-time and part-time employees, shall be forty-five (45) days during the calendar year and subject to the following conditions:

- (a) the Union will, if possible, notify the Hospital in writing two (2) weeks in advance of the requested leave;
- (b) no more than two (2) employees shall be absent at any one time of whom no more than one (1) shall be from any one unit or area;
- (c) the granting of leave shall be subject to the staffing requirements of the Hospital and will not be unreasonably denied.

E-2 Local Coordinator Leave

The Hospital agrees to grant up to twenty-five (25) days of leaves of absence, without pay to nurses elected to the position of Local Coordinator. Extra days may be granted if the staffing compliment allows for the replacement. Subject to reasonable notice, 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.

E-3 Payment for Bargaining Unit President

The Bargaining Unit President or designate will be paid at her/his regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside her/his scheduled hours of work. Such hours will be invisible for purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).

ARTICLE F - HOURS OF WORK AND SCHEDULING REGULATIONS

F-1 General

- (a) The Hospital agrees to establish master (cyclical) rotations for full-time employees.
- (b) The master rotation will not be changed without discussion with the Union.

- (c) The Employer and the Union agree to discuss new scheduling patterns when presented to the Hospital Association Committee in the following manner:
 - i) If, after discussions, the Hospital Association Committee recommends acceptance of new schedules prepared by the Union and accepted by the Employer, the new schedule shall be implemented on a trial basis for six (6) months, after which it shall be reviewed.
 - ii) In the event any major difficulties or problems are encountered with the new shift schedule, the parties shall revert to the previous shift schedule provided that a minimum of one (1) month's written notice is given unless such period of notice is reduced by the mutual consent of the parties.
 - iii) After the trial period, if the Hospital Association Committee agrees that the trial period was successful, the new schedule shall continue.
 - iv) Time schedules shall be posted three (3) weeks in advance for a four (4) week period. A copy of the posted schedule will be sent to the Union at the same time as it is posted.
 - v) Amended schedules will remain in the weekly assignment book on each department for the entire four (4) week period covered by that schedule.
- (d) The night shift will be the first shift of the day.
- (e) No split tours will be scheduled or premium pay under Article 14 shall apply.
- (f) A request by an employee for a change in the posted shift schedule must be submitted in writing and co-signed by the employee willing to make the exchange, at least twenty-four (24) hours prior to the requested change. Such request is subject to approval by the Hospital but will not be unreasonably denied. Such exchange shall not in any event result in premium or overtime payment by the Hospital.
- (g) CHRISTMAS/NEW YEAR'S SCHEDULING

FULL-TIME/REGULAR PART-TIME

The scheduling regulations set out herein may be waived between December 15th and January 15th so that an employee will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's. Six (6) days will be scheduled when it is possible to do so. Time off at Christmas shall include Christmas Eve day, Christmas Day and Boxing Day (December 24th, 25th, 26th) and time off at New Year's shall include New Year's Eve day and New Year's Day, and the 2nd of January (December 31st, January 1st, January 2nd).

Note: Christmas shall be defined as the seventy-two (72) hour period beginning December 24th at 0730 hours and ending December 27th at 0730 hours. New Years shall be defined as the seventy-two (72) hour period beginning December 31st at 0730 hours and ending on January 3rd at 0730 hours.

This provision will not apply to areas where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays.

A preference list for time off at Christmas or New Year's will be posted by September 15th of each year. The employees will indicate their preference by October 15th of each year. The Hospital will post the work schedule that includes Christmas and New Year's no later than November 15th of each year.

If employees are able to be off work both Christmas and New Year's it will be offered to the employees on a rotating basis from year to year in order of seniority.

- (h) The Hospital will endeavour to schedule fifty percent (50%) of the scheduled tours as day tours.
- (i) The Hospital shall endeavour to equally distribute standby duty amongst employees who normally perform such duty, on a rotating basis. An employee shall not be scheduled on-call/standby on her/his days off or while on vacation.
- (j) The Hospital shall schedule at least forty-eight (48) hours off following the completion of a night tour, unless mutually agreed otherwise or premium pay under Article 14 shall apply.
- (k) Nurses may accumulate time owing for overtime on the following basis:
 - i) The Nurse will have the option of accumulating time for overtime worked or of being paid for overtime at the time that it is incurred. Any accumulation beyond forty-five (45) hours must be mutually agreed by the employee and the employer.
 - ii) If a Nurse chooses to accumulate overtime, she/he may use this time at a time mutually agreed by herself/himself and the Executive Leader and may use this time to offset any loss as a result of the closure or decrease in staffing needs if such occur in her/his department.
 - iii) At the end of the last pay period in March, a Nurse may carry over no more than thirty (30) hours remaining in her/his bank at the end of the fiscal year, the hours in excess of thirty (30) will be paid out.
 - iv) The Employer will make the Nurse aware of the overtime hours remaining in her/his bank at the end of January of each year so that the Nurse can plan to use these hours prior to the end of the year.

F-2

7½ Hour Tours

Weekends Off

- (a) i) An employee is entitled to one (1) weekend off in three (3).
- ii) If required to work, an employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third consecutive weekend save and except where:
 - A) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - B) such employee has requested weekend work; or
 - C) such weekend is worked as a result of an exchange of tours with another employee.

iii) Definition of a Weekend Off

A weekend is defined as any period of fifty-six (56) consecutive hours following the Friday day tour to the Monday day tour. Where a nurse is scheduled or called in to work any hours during this period, they will be considered as having worked the weekend.

- (b) There shall be a minimum of sixteen (16) hours between tour changes, unless mutually agreed otherwise or premium pay under Article 14 shall apply.
- (c) Employees will not be scheduled to work more than seven (7) consecutive days unless mutually agreed otherwise or premium pay under Article 14 shall apply.
- (d) Evening shift shall be 1530 hours to 2330 hours.
Night shift shall be 2330 hours to 0730 hours.
- (e) Employees shall not be required to work more than two (2) different shift changes in a workweek, unless mutually agreed otherwise or premium pay under Article 14 shall apply. Nevertheless, if it is required in order for a part-time employee to obtain her/his commitment then the premium pay under Article 14 shall not apply.

F-3

11¼ Hour Tours

A. Introduction and Discontinuation

- 1. Extended tours shall be introduced into any unit when:
 - i) eighty percent (80%) of the employees in the unit so indicate by secret ballot, and

- ii) the Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonably arbitrary manner.
- 2. A compressed work week may be discontinued in any unit when:
 - i) fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
 - ii) The Hospital because of:
 - (a) adverse effects on patient care,
 - (b) inability to provide a workable staffing schedule, or
 - (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue the compressed work week in the schedule.
- 3. When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.
- B. Employees will not be scheduled to work more than three (3) consecutive extended tours. If a nurse works four (4) or more consecutive extended tours, these tours will result in premium payment by the Hospital. Such premium will not apply if it is a result of an exchange of tour with another employee.
- C. An employee will not be scheduled to change shifts more than once during a work week. Nevertheless, if it is required in order for a part-time employee to obtain her/his commitment then the premium pay under Article 14 shall not apply.
- D. Weekends Off
 - i) The Hospital will provide at least every second weekend off.
 - ii) If required to work, an employee will receive premium pay as provided for in Article 14.03 for all hours worked on a second (2nd) and subsequent consecutive weekends save and except where:

- (a) such weekend has been worked by an employee to satisfy specific days off requested by such employee; or
- (b) such employee has requested weekend work; or
- (c) such weekend is worked as a result of an exchange with another employee.

iii) Definition of a Weekend Off

A weekend is defined as any period of sixty (60) consecutive hours following the Friday day tour to the Monday day tour. Where a nurse is scheduled or called in to work any hours during this period, they will be considered as having worked the weekend.

F-4

PART-TIME COMMITMENT

- (a) A regular part-time employee must make the following commitment to be available for work on a regular predetermined basis as referred to in Article 2.04 of the Collective Agreement:
 - (i) available to work two (2) weekends out of three (3);
 - (ii) available to work days, evenings, and/or nights;
 - (iii) available to work as scheduled over either the Christmas or New Year's period subject to Article F;
 - (iv) available to work at least forty-five (45) hours per pay period.
- (b) The commitment that a regular part-time employee must make as specified herein is no guarantee that the employee will be scheduled to work according to this commitment nor is it a restriction on the employee as to the maximum time worked.
- (c) When the schedule is posted, a part-time employee can be unavailable to work additional hours above the identified commitment and as such, the employer cannot count this unavailability for additional tours towards her commitment.

F-5

- (a) The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule on that Unit.
- (b) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees on that unit provided that no employee exceeds 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 tours and provided that this extra tour does not create a premium situation.
- (c) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular

part-time employees on the basis of seniority until the senior regular part-time employees has the number of tours she/he wishes or is in an overtime position, then the available tours will be offered to the next senior regular part-time in the same manner and so on.

- (d) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.
- (e) Premium tours will be offered to the most senior regular part-time nurse available on the unit.

If no regular part-time nurses on the unit are available then overtime tours will be offered to regular part-time nurses according to seniority throughout the Hospital.

If no regular part-time nurse is available then the overtime tour will be offered to casual nurses according to seniority.

If no casual nurse is available the overtime tour will be offered to full-time nurses according to seniority on the unit.

If no full-time nurse on that unit is available then the overtime tour will be offered to full-time nurses according to seniority throughout the Hospital.

- (f) Where the Hospital requests and the nurse agrees to do additional tours, this is not to be construed by the Hospital as an agreement to be a waiver of premium pay where applicable.

F-6 Extra Tours (Availability)

- (a) As set out in Article F-5, the number of extra tours the employees wish to work shall be determined in March and September of each year and the change will be done on the next posted schedule. The employees have the responsibility to advise the Supervisor of their intent to change this maximum number of tours, no later than two (2) weeks after the notice has been posted. If the employee does not bring his/her intention forward then his/her previous choice will be carried over the next six (6) months.
- (b) It is understood that any extra tours that are required to be filled after the posted scheduled is up and approved, must be filled in accordance with F-5. Communication (e.g. phone call or email) must be made to the employee, so that confirmation is obtained in order for the nurse to accept the extra tour.

F-7 For purposes of Article F-5 above only, there will be considered to be three (3) units: Operating Room/Emergency, Acute and Oncology.

F-8 Casual employees shall not be pre-booked unless there are no regular part-time employees available at straight time.

F-9 Where regular part-time employees are prescheduled to work both extended and regular tours, the scheduling provisions to apply will be based on the major portion of hours scheduled on either 11.25 or 7.5 hour tours in the four (4) weeks

of the posted schedule. Notwithstanding the foregoing, no part-time employee will be scheduled to work extended tours on two (2) consecutive weekends or premium pay for second and consecutive weekends will apply.

F-10 Cancellation of single or partial shifts

Cancellation of single or partial shifts will be done on the basis of reverse order of seniority of the nurses working on that unit on that shift. Nurses can exercise their right to bump any less senior nurse in any department, where the nurse's skills, abilities and qualifications to do the work.

A partial or single shift reassignment will be on operational need, giving due consideration to the nurse's skills, abilities and qualifications.

ARTICLE G - VACATIONS

G-1 The date for determining vacation entitlement under Article 16.01 shall be from the first pay period of July to last pay period of June of each year.

G-2 Vacations will be scheduled as follows:

- (a) The employer will post the yearly vacation request list no later than February 15th of each year. All requests for all vacation must be submitted by March 15th of each year.
- (b) The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital.
- (c) In scheduling vacation requests, preference will be given to employees in accordance with their seniority.
- (d) Vacations earned as of the last pay period of June must be taken within the period the first pay period of April to the last pay period of March of the fiscal year. If by March 15th an employee has not made the Hospital aware of her/his intention of taking vacation prior to the end of the above mentioned, then, the vacation bank will be paid at the last pay period of March. The Hospital may consider special requests to carry over vacation from the previous fiscal year or to utilize vacation from the next fiscal year.
- (e) The vacation schedule will be posted by April 15th.
- (f) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation if the schedule has not been posted for such date.
- (g) Vacations will not normally be scheduled for the period December 15th to January 7th, but special requests will be considered and granted when possible. Vacation requests for December 15th to January 7th will be authorized by November 15th.

- (h) For vacations which begin on a Monday and operate on a full week basis, the Hospital shall schedule off one weekend either before or after such vacation and will endeavour to schedule both weekends off.
- (i) Written vacation requested after March 15th shall be granted on a first come first served basis.
- (j) Vacations are allocated on a weekly basis and shall be scheduled accordingly.
- (k) For full-time employees, the Hospital will grant up to five (5) single scheduled working days off as vacation days.

When an employee has requested a week or more of vacation and another has requested a single day and both requests cannot be accommodated, the request for the week or more will be granted.

- (l) For part-time **and casual** employees, vacation pay shall be paid on a separate cheque the first complete pay period in June (based on the calendar year) except when employees are on special leave (pregnancy/parenting/sickness). In these instances, the Employer and the Employee agree to schedule vacations (and vacation pay) at a mutually convenient time after the special leave is over.

ARTICLE H - PAID HOLIDAYS

H-1 The designated holidays under Article 15.01 are as follows:

- New Year's Day - January 1
- January 2nd
- Family Day – 3rd Monday in February
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day - July 1
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day - December 25
- Boxing Day - December 26

H-2 Where a full-time employee is entitled to a lieu day under Article 15.04 or 15.05, such day off must be taken within thirty (30) days before or sixty (60) days after the holiday or payment shall be made in accordance with Article 15.03. Lieu days will be scheduled in conjunction with a day or days off unless mutually agreed otherwise.

H-3 A tour that begins or ends during the twenty-four (24) hour period of the named holidays, where the majority hours worked fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

ARTICLE I - EDUCATION ALLOWANCE

I-1	CHA Nursing Unit Administration or post graduate diploma	\$15.00/month
	1 year University Diploma	40.00/month
	Bachelor's Degree in Nursing	80.00/month
	Master's Degree in Nursing	120.00/month

ARTICLE J - JOB SHARING

- J-1 The parties agree to implement job sharing under the following provisions:
- (a) Employees or the Employer may propose a job sharing scheme. Each request shall be considered on an individual basis and if agreed to by the Union and the Employer, it shall be implemented.
 - (b) Full-time employees who enter into a job sharing scheme become members of the part-time bargaining unit and shall be covered by the terms of that agreement.
 - (c) Such proposal shall be limited to splitting one (1) full-time position into two parts. The division of the full-time hours shall be determined by mutual agreement between the two employees and the Nurse Manager of the Unit.
 - (d) New job sharing arrangements will be allowed a trial period of sixty (60) combined shifts for the parties to assess suitability, after which period their arrangement is fixed. After the trial period, it is understood that employees may only exit from a job sharing arrangement either by resignation or by being the successful applicant to a posted vacancy.
 - (e) Job sharers may exchange shifts with their partner, as well as with other employees as provided by the Collective Agreement.
 - (f) It is expected that both job sharers will cover each other's vacation and incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit Manager must be notified to book coverage. Job sharers are not required to cover their partner in the case of prolonged or extended absences. When job sharers replace each other for vacations, they shall not be counted in their nursing unit's established vacation quotas.
 - (g) 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.

J-2 Implementation

- (a) 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.
- (b) A 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.
- (c) Where two (2) full-time employees on one Unit wish to job-share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.
- (d) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the posted position, the remaining employee will revert to her/his former status on the unit. If the remaining employee was previously part-time, then the shared position would revert to a full-time position and be posted according to the Collective Agreement.
- (e) Any differences that arise shall be discussed by the parties at the Hospital/Association Committee meetings.

J-3 Discontinuation

- (a) Either party may discontinue all job sharing arrangements with sixty (60) days notice.
- (b) Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuance.

ARTICLE K – WORKPLACE SAFETY AND INSURANCE BOARD AND REINSTATEMENT

- K-1 (a) The Hospital will notify the President of the Local Nurses' Union of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.
- (b) When it has been medically determined that an employee is unable to return to her/his former position due to a permanent disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

- (c) The Hospital agrees to provide the employee with a copy of the Workplace and Safety Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE L - PREPAID LEAVE PLAN

- L-1 In accordance with Article 11.11 of the ONA Central Agreement, the parties agree that the bargaining unit will have pre-paid leave plan consisting of:
- (a) two years worth of salary over a thirty (30) month period; enabling the nurses to take six (6) months leave of absence with pay.
 - (b) Only one (1) employee at a time shall be permitted to be off on the prepaid leave plan.

ARTICLE M - MISCELLANEOUS

M-1 Bulletin Board

The Hospital will provide bulletin board space for the posting of notices related to Union business. All such notices shall be approved by a member of the local Union Executive.

M-2 Retroactivity

The Hospital agrees that all retroactivity shall be paid on a separate itemized statement to each employee.

M-3 Uniform Allowance

- (a) The Hospital shall continue to provide scrub gowns and lab coats to those nursing areas that presently have them provided.
- (b) The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property, i.e., eye glasses, ripped uniforms, personal clothing, etc., during the performance of her/his duties.

M-4 All temporary positions as per article 10.07 (d) will be posted. The most senior applicant whether full-time or part-time, meeting the requirements of the position as per 10.07 (c) will be the successful applicant provided that the nurse requires only a minimal amount of training (approximately 22.5 hours). Full-time nurses will be able to apply for temporary full-time vacancies.

M-5 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for a ONA job positing will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

M-6 Subject to the exigencies of patient care and safety, nurses who are to receive awards at the Recognition Awards Night, and wish to attend, shall be entitled to a day off so they may attend the celebrations and receive their award. Such leave shall not be unreasonably withheld.

M-7 Pre-scheduled Tours of Less than 7.5 Hours

Should the Hospital endeavour to regularly prescheduled tours of less than seven point five (7.5) hours, the Hospital does agree to discuss with the Union the scheduling provisions under which tours of less than seven point five (7.5) hours are prescheduled.

M-8 Replacing RNs with RPNs

The Hospital will not replace Registered Nurses with RPN's unless in the event of an emergency, or in the event that it is not possible to find a Registered Nurse for the replacement.

M-9 Meal Break Coverage on all Shifts

The parties agree to implement the following practice:

When nurses are unable to take their normal meal breaks due to the requirement of providing patient care, overtime shall be paid as defined in Article 13.01 (d). Meal break periods are identified as follows:

Day: 1100 hours – 1300 hours
Afternoon: 1630 hours – 1830 hours
Night: 2300 hours – 0100 hours

ARTICLE N – BENEFITS

N-1 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 Bargaining Unit President of the benefit costs to retired nurses each time the benefit costs are modified as part of the renewal process.

ARTICLE O – MODIFIED WORK/RETURN TO WORK PROGRAMS

O-1 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 participating in this program will be paid the applicable hourly rate in accordance with the Collective Agreement.
- (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 reasonable 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/illness 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/illness job or alternative suitable work.
- (f) All accommodations and workplace modifications shall be done without any undue hardship to the employer.

ARTICLE P – VIOLENCE IN THE WORKPLACE

P-1 The Parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between the employer, employees, physician and the Union. Employees should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize issues in a timely and effective manner as set out below:

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

- (b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Occupational Health and Safety Committee (JOHSC) to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. The policies and procedures shall be communicated to all employees.
- (c) In dealing with physician conduct, the Hospital may incorporate recommendations from the draft or final report of the College of Physicians and Surgeons on the Disruptive Physician Behaviour initiative.
- (d) The Hospital will report all incidents of violence to the JOHSC for review.
- (e) 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.
- (f) The Hospital will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her works. Such information shall be submitted in writing to the Union as soon as possible.

DATED AT HEARST, ONTARIO THIS “21” DAY OF “February”, 2017.

FOR THE EMPLOYER

FOR THE UNION

“T. Desormiers”

“Angele Caporicci”

Labour Relations Officer

“J. Gonzales”

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

NOTRE-DAME HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

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 follows extent:

- (a) The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule over a standard 4 week period.
- (b) The Union agrees to average such scheduled hours over the same 4 week period for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the Act.
- (c) The Union agrees that employees may be asked to work more than their regular scheduled hours in a work day despite the limits set out in Section 18(1), (2), (3) and (4) of the Act. Each employee has the right to refuse the request to work beyond the limits in Section 18(1), (2), and (3), and (4) subject to the emergency provisions of Section 19 of the Act.
- (d) The Union agrees that employees may be asked to work hours which provide less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceeds 13 hours. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (e) The Union agrees that employees may be asked to work additional hours to those on their master rotation 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.
- (g) As per ESA language, there is no change to the current practice in the scheduling ESP/Payroll.

DATED AT HEARST, ONTARIO THIS “21” DAY OF “February”, 2017.

FOR THE EMPLOYER

FOR THE UNION

“T. Desormiers”

“Angele Caporicci”

Labour Relations Officer

“J. Gonzales”

Bargaining Unit President
