

COLLECTIVE AGREEMENT

between

RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL  
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: MARCH 31, 2020

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**APPENDIX 3****RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL**

<b>REGISTERED NURSE</b>			
	Effective April 1, 2018		Effective April 1, 2019
Start	\$32.66		\$33.23
1 Year	\$32.81		\$33.39
2 Years	\$33.36		\$33.94
3 Years	\$35.00		\$35.62
4 Years	\$36.66		\$37.30
5 Years	\$38.72		\$39.40
6 Years	\$40.80		\$41.52
7 Years	\$42.89		\$43.64
8 Years	\$45.94		\$46.75
25 Years	\$46.76		\$47.57
<b>GRADUATE NURSE</b>			
Start	\$31.00		\$31.54
<b>IN-SERVICE CO-ORDINATOR/OCCUPATIONAL HEALTH NURSE AND CHARGE/EMERGENCY NURSE</b>			
Start	\$35.21		\$35.83
1 Year	\$35.31		\$35.93
2 Years	\$36.48		\$37.12
3 Years	\$37.54		\$38.20
4 Years	\$39.27		\$39.96
5 Years	\$41.42		\$42.14
6 Years	\$43.58		\$44.43
7 Years	\$45.74		\$46.54
8 Years	\$49.05		\$49.91
25 Years	\$49.89		\$50.76
<b>CLINIC CO-ORDINATOR</b>			
Start	\$33.69		\$34.28
1 Year	\$33.79		\$34.38
2 Years	\$34.30		\$34.90
3 Years	\$35.95		\$36.58
4 Years	\$37.62		\$38.28
5 Years	\$39.68		\$40.37
6 Years	\$41.74		\$42.47
7 Years	\$43.85		\$44.62
8 Years	\$46.88		\$47.70
25 Years	\$47.70		\$48.53

**APPENDIX 4**

RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL

SUPERIOR CONDITIONS

1. The dues deducted will be forwarded to the Association each month together with a list indicating the Social Insurance Number and name of the nurses on whose behalf such deductions have been made. The Hospital agrees to provide the Association with all current addresses for all employees in the bargaining unit.

**ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by Red Lake Margaret Cochenour Memorial Hospital, save and except the Assistant Executive Director and those persons above the rank of Assistant Executive Director, Manager, Nursing Services and students employed during summer vacation.

**ARTICLE B – DEFINITIONS**

- B.1 The word "nurses" when used in this Agreement, shall mean persons included in the above-described bargaining unit.
- B.2 "Supervisor" or "Immediate Supervisor" when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

**ARTICLE C – MANAGEMENT FUNCTIONS**

- C.1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignment, 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, methods, procedures and equipment in connection therewith;
  - (e) discuss with the Association, make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.
- C.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE D – COMMITTEES AND REPRESENTATIVES**

### **D.1 Nurse Representatives**

The Hospital will recognize three (3) Nurse Representatives.

### **D.2 Grievance Committee**

The Hospital will recognize a Grievance Committee of two (2) nurses to attend grievance meetings.

### **D.3 Negotiating Committee**

The Chartered Local shall elect a Negotiating Committee not to exceed three (3) nurses.

### **D.4 Hospital-Association Committee**

The Hospital-Association Committee shall be composed of two (2) nurses to be elected or otherwise appointed by the Association and two (2) members appointed by the Hospital. The number of Hospital representatives on the Committee shall not exceed the number of Association representatives. The Bargaining Unit President or designate will identify to the Hospital, as soon as possible, which committee members require payment under Article 6.03 (e) at each Hospital-Association meeting.

### **D.5 Professional Development Committee**

There shall be a Professional Development Committee composed of two (2) representatives of the Association, at least one (1) of whom is full-time and one (1) of whom is part-time.

### **D.6 Joint Occupational Health and Safety Committee**

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

## **ARTICLE E – INTERVIEW OF NEW EMPLOYEES**

E.1 The scheduled time for the interview referred to in Article 5.06 will be mutually agreed upon between the Association and the Hospital during the new employee's orientation period. The interview will be conducted by the Bargaining Unit President or designate.

## **ARTICLE F – SENIORITY LISTS**

F.1 Revised seniority lists shall be supplied semi-annually by February 15<sup>th</sup> and September 15<sup>th</sup> to the Bargaining Unit President and with a copy of the current Seniority Lists to be forwarded to the ONA Labour Relations Officer.

## **ARTICLE G – LEAVE OF ABSENCE – ASSOCIATION BUSINESS**

G.1 In accordance with Article 11.02, leave of absence for Association business shall be given without pay up to an aggregate maximum of forty (40) working days during any calendar year, provided adequate notice is given to the Hospital. It is agreed that no more than two (2) nurses shall be absent on such leave at the same time.

G.2 The Hospital agrees to grant a nurse elected to the position of Local Co-ordinator unpaid time off in accordance with Article 11.02 to attend required meetings, subject to the exigencies of patient care.

### **G.3 Payment for Bargaining Unit President**

It may become necessary for the Hospital to meet with the Bargaining Unit President in the capacity as Bargaining Unit President of the Association 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 Clinical Manager. Payment will be issued on the Bargaining Unit President's next payroll cheque, subject to all applicable taxes. Notwithstanding the above, the Bargaining Unit President may, at the time of submitting the monthly record, request time off in lieu of payment. The Clinical Manager will consider such request. If approved, then the Clinical Manager and the Bargaining Unit President will mutually agree on when the time will be taken.

## **ARTICLE H – SCHEDULING – HOURS OF WORK**

### **H.1 7.5 Tours**

#### **Rest Periods**

An employee shall be permitted rest periods in an area made available by the Hospital.

#### **Scheduling**

A nurse will receive premium pay as provided in Article 14.03 for all hours worked on a third and additional, if any, consecutive and subsequent weekend, save and except where:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or

- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.

### Scheduling Objectives

The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules for nurses working 7.5 hour tours:

- (a) at least one (1) weekend off in three (3);
- (b) no split shifts;
- (c) a nurse will be scheduled off work for not less than three (3) consecutive days at either Christmas or New Year's season, except in areas which are not normally required to work on weekends and statutory holidays, however, the Hospital will endeavour, exigent to providing appropriate patient care, to schedule a nurse off work for not less than five (5) consecutive days. Time off at Christmas will include Christmas Eve, Christmas Day and Boxing Day. Time off at New Year's will include New Year's Eve, New Year's Day and January 2<sup>nd</sup>;
- (d) the request list for time off at either Christmas or New Year's will be posted by October 1<sup>st</sup>. Nurses will make such requests by October 15<sup>th</sup>. Scheduled time off at Christmas or New Year's will be posted by November 1<sup>st</sup>. If there is a dispute, seniority will prevail. For purposes of H.1 (d) only, seniority will mean the combined seniority as outlined in Article 10.03 of the Central Collective Agreement. Time off at Christmas will mean all shifts on December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>. Time off at New Year's will mean all shifts on December 31<sup>st</sup>, January 1<sup>st</sup> and 2<sup>nd</sup> (will begin at 1950 hours on December 30<sup>th</sup> for nurses working extended tours);
- (e) full-time nurses will not normally be scheduled to work more than seven (7) consecutive days;
- (f) the scheduling objectives, other than H.1 (d), H.1 (k), H.1 (l) and H.1 (m), may be suspended for nurses during the period December 15<sup>th</sup> to January 15<sup>th</sup>, however, the Hospital will endeavour to maintain the scheduling objectives during this period;
- (g) no less than thirty-six (36) hours shall be scheduled off between tour changes for full-time and part-time nurses;
- (h) no split days off will be scheduled for full-time nurses;
- (i) schedules will normally be posted covering a six (6) week period. Schedules will be posted four (4) weeks in advance. The day shift will be considered the first shift of the day;
- (j) if a full-time nurse rotates on day tour and at least one (1) other shift, the Hospital will schedule at least fifty percent (50%) of the time worked on day shift. Nurses will not be required to rotate on more than two (2) shifts;



- (k) a weekend for nurses working seven and one-half (7 ½) hour tours is defined as at least fifty-six (56) consecutive hours off work from the completion of the nurse's Friday tour;
- (l) for the purpose of Article 14.10 (shift premium), the evening shift is defined as the hours of work between 1550 and 2350 hours;
- (m) for the purpose of Article 14.10 (shift premium), the night shift is defined as the hours of work between 2350 and 0750 hours.

#### Commitment of Regular Part-Time Nurses

Regular part-time nurses shall be available for work on the following basis:

- (a) must be available for a pre-scheduling of at least two (2) tours per week on average;
- (b) must be available for scheduling either Christmas (December 24<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup>) or New Year's (December 31<sup>st</sup>, January 1<sup>st</sup>, 2<sup>nd</sup>);
- (c) must be available for scheduling two (2) weekends in four (4);
- (d) must be available to work during twelve (12) months of the year when not on vacation or approved leave;
- (e) must be available for scheduling six (6) out of the twelve (12) paid holidays;
- (f) must be available for scheduling two (2) shifts out of three (3).

## H.2

### Extended Tours

#### Participation

All full-time and part-time nurses falling within the bargaining unit will, as a condition of employment, be required to work twelve (12) hour tours on a rotating basis in accordance with the units' posted schedules, except in areas that normally do not work extended tours.

#### Commitment of Regular Part-Time Nurses

Regular part-time nurses shall be available for work on the following basis:

- (a) must be available for a pre-scheduling of at least two (2) tours per week on average;
- (b) must be available for scheduling either Christmas (December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>) or New Year's (December 31<sup>st</sup>, January 1<sup>st</sup> and 2<sup>nd</sup>);
- (c) must be available for scheduling two (2) weekends in four (4);
- (d) must be available to work during twelve (12) months of the year when not on vacation or approved leave;

- (e) must be available for scheduling six (6) out of the twelve (12) paid holidays;
- (f) all regular part-time nurses will be scheduled for available shifts on an equitable basis up to their commitment hours (any additional shifts will be distributed on seniority) before any casual part-time nurses are utilized;
- (g) a shift must be 7.5 hours in order to be counted towards part-time commitment.

### Hours of Work

The hours of work for an extended tour will normally be from 0750 hours to 1950 hours and from 1950 to 0750 hours. Should a seven and one-half (7 ½) hour tour be scheduled, the normal tour hours will be:

0750 - 1550;  
1550 - 2350; or  
2350 - 0750.

If the Hospital wishes to change the above hours of work, it will provide the Association with at least thirty (30) days' notice and it will be discussed with the Association at a Hospital-Association Committee meeting.

### Rest Periods

An employee shall be permitted rest periods in an area made available by the Hospital.

### Shift Alterations

During the period of December 15<sup>th</sup> to January 15<sup>th</sup>, subsequent weekend premium will only apply on a third and subsequent weekend that falls within this period. All other scheduling objectives will be followed during this period.

### Scheduling

- (a) Nurses on the twelve (12) hour tours will not be scheduled to work more than four (4) consecutive tours and shall be scheduled off every second weekend. Nurses shall receive premium pay as provided in Article 14.03 for all hours worked on the fifth and subsequent extended tour and second and subsequent weekend, save and except where the nurse involved requests such work or such work results from a change of shift with another nurse.
- (b) No split shifts.
- (c) A nurse will be scheduled off work for not less than four (4) consecutive days at either Christmas or New Year's season, except in areas which are not normally required to work on weekends and statutory holidays.
- (d) Nurses will make requests for time off for Christmas or New Year's by September 1<sup>st</sup>. Scheduled time off at Christmas or New Year's will be posted by November 1<sup>st</sup>. If there is a dispute, seniority will prevail. For purposes of H.2 (d) only, seniority will mean the combined seniority as outlined in Article

10.03 of the Central Collective Agreement. Time off at Christmas will mean the days off of December 25<sup>th</sup>, and 26<sup>th</sup> and at New Years will mean January 1<sup>st</sup>.

- (e) No less than thirty-six (36) hours shall be scheduled off between tour changes for full-time and part-time nurses.
- (f) No split days off will be scheduled for full-time nurses.
- (g) Schedules will normally be posted covering a six (6) week period. Schedules will be posted four (4) weeks in advance. The day shift will be considered the first shift of the day.
- (h) If a full-time nurse rotates on day tour and at least one (1) other shift, the Hospital will schedule at least fifty percent (50%) of the time worked on day shift. Nurses will not be required to rotate on more than two (2) shifts.
- (i) A weekend for nurses working extended tours shall be defined as at least sixty (60) consecutive hours off work from the completion of the nurse's Friday tour.
- (j) For the purposes of Article 14.10 (shift premium), the evening shift is defined as the hours of work between 1550 and 2350 hours.
- (k) For the purposes of Article 14.10 (shift premium), the night shift is defined as the hours of work between 2350 and 0750 hours.

#### Discontinuation

A compressed work week may be discontinued on any unit when:

- (i) seventy percent (70%) of the affected nurses indicate by secret ballot; or
- (ii) the Hospital, because of
  - (1) adverse effects on patient care,
  - (2) inability to provide a workable staffing schedule,
 states its intention to discontinue the compressed work week in the schedule.

In any event, written notice advising the other party of one party's wish to discontinue the compressed work week must be given at least six (6) weeks prior to the date such party wishes to return to work as set out in the Collective Agreement.

- H.3 (a) At the time of hire, the Hospital will offer each nurse the opportunity to have her or his name included on a list of nurses available to work additional tours. Each nurse will indicate any restrictions. Such lists will be up-dated on a monthly basis. Nurses will not be required to add their names to such list. Nurses may withdraw their names or have their names added, at any time, by advising the Hospital, in writing, of such requests.

(b) Prior to the Posting of the Schedule

Once full-time nurses have been scheduled, remaining available shifts will be allotted to regular part-time nurses on the basis of seniority up to their commitment. If shifts still remain to be covered, regular part-time nurses will be asked if they will work shifts in excess of their commitment and the shifts will be allotted to regular part-time nurses agreeing to work extra shifts on the basis of seniority. If there are still shifts remaining to be covered, casual part-time nurses may be asked to work them. All shifts will be offered on the basis of seniority.

(c) After Posting of the Schedule

(i) When all regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to nurses on the basis of seniority, as follows:

- (1) additional tours will be offered as soon as they come available;
- (2) regular part-time nurses at straight time;
- (3) casual part-time nurses at straight time;
- (4) regular part-time nurses who will be in overtime;
- (5) full-time nurses who will be in overtime;
- (6) casual part-time nurses who will be in overtime.

(d) For the purposes of this Article, a shift shall be deemed to have been offered, assigned and worked when:

- (i) a nurse has been assigned a shift in accordance with this procedure but prior to working the shift becomes unavailable and so informs the Hospital; or
- (ii) a nurse is contacted by the Hospital and refuses the shift;
- (iii) for the purposes of clarify, a shift shall be deemed to have been offered but not counted towards commitment when a nurse cannot be contacted when the Hospital is attempting to offer her or him a shift in accordance with this procedure.

(e) No Waiver of Premium

It is agreed that an employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided under this Agreement. It is also agreed that an employee's availability does not constitute a request that waives a premium under the Collective Agreement.

- H.4 The definition of a weekend for the purpose of weekend premium only shall be 0750 hours Saturday to 0750 hours Monday.
- H.5 Prior to altering the starting or finishing times in any unit or prior to introducing different tours on a unit, the Bargaining Unit President shall be notified and the employees in the unit consulted for input and comments. The normal tours of duty on any unit will not be changed without the express agreement of both parties. Such agreement will not be unreasonably withheld by either party. All agreed upon variations to normal tours on any unit will be identified in a Letter of Understanding appended to this Collective Agreement.
- H.6 Requests for vacation under Article K.8, lieu days under Article J.2 and lieu time under Article M.1, must be submitted at least two (2) weeks prior to the posting of the nursing schedule. Requests for time off that are received once the schedule has been posted will be considered as long as the Hospital is not required to pay premium pay to accommodate the request.

**ARTICLE I – STANDBY**

- I.1 Scheduled standby assignments will be distributed equitably amongst the nurses in any unit utilizing standby.
- I.2 Nurses shall be permitted to exchange their standby assignments. It is understood that such exchange is covered under the terms of Article H.2 (c).
- I.3 A full-time nurse will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the nurse and the Hospital.
- I.4 Nurses scheduled for standby shall be provided with cell phones.
- I.5 When a nurse has been called in from standby and worked the hours after 2350 hours, such nurse will not be required to work the day shift unless she does so by mutual agreement between the nurse and the Hospital. If such a nurse cannot work the day shift, she will advise the Hospital, as soon as possible, but no later than 0600 hours.

**ARTICLE J – PAID HOLIDAYS**

- J.1 The following twelve (12) holidays will be recognized by the Hospital:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Easter Monday
Canada Day (July 1 <sup>st</sup> )	Christmas Day (December 25 <sup>th</sup> )
August Civic Holiday	Boxing Day (December 26 <sup>th</sup> )
Family Day	2 <sup>nd</sup> Monday in June
- J.2 (a) Lieu days as provided in Articles 15.04 and 15.05, shall be scheduled at a mutually agreeable time. Responses to requests for time off will be responded to within fourteen (14) days. Lieu hours remaining to the nurse's

credit in excess of 37.5 hours shall be paid out to the nurse by the Hospital by March 31<sup>st</sup>. In the event of a dispute, seniority shall prevail for approval.

- (b) Nurses will be able to utilize .5 of a lieu day or vacation day in conjunction with a full lieu day in order to have a full 11.25 hour tour off.

J.3 For the purposes of Article 15 (Paid Holidays), holiday pay is applicable to the hours of work between 2350 hours the day preceding the holiday to 2350 hours the day of the holiday.

### **ARTICLE K – VACATIONS**

K.1 (a) The vacation entitlement determination date for full-time nurses shall be their anniversary date of hire.

- (b) All part-time nurses shall receive vacation pay calculated on a fiscal year basis to March 31<sup>st</sup>. Vacation pay will be received on each pay cheque in accordance with Article 16.01 of the Collective Agreement.

K.2 The Hospital will post by January 15<sup>th</sup> and July 15<sup>th</sup> of each year a list of each nurses' vacation entitlement.

K.3 The Hospital will post by January 15<sup>th</sup> and July 15<sup>th</sup> of each year the vacation request list identifying the number of nurses who will be off at any one time.

K.4 An employee may request vacation time off in single days or multiples thereof.

K.5 Nurses shall be given preference with respect to their vacation period in accordance with seniority provided the nurse exercises this right by the dates established in Article K.8. For purposes of Article K.5 only, seniority shall mean the combined service as outlined in Article 10.03 of the Central Collective Agreement.

K.6 Vacation preferences will be submitted by the nurse to the Manager, Nursing Services, in writing.

K.7 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

K.8 (a) Vacation requests from June 1 to November 30 shall be submitted by March 1. The hospital shall approve/deny vacation requests no later than April 15<sup>th</sup>. The final copy of the approved vacation requests will be posted by May 1.

- (b) Vacation requests from December 1 to May 31 shall be submitted by September 1. The hospital shall approve/deny vacation requests no later than October 15. The final copy of the approved vacation requests will be posted by November 1.

- (c) Vacation requests received after March 1 and September 1 (not including re-submission of denied vacation) will be considered on basis of date of receipt. In the event of a dispute, seniority shall prevail. The hospital shall respond within 2 weeks from the date of receipt.

K.9 One (1) week of unused vacation may be carried over into the ensuing year.

**ARTICLE L – BULLETIN BOARDS**

L.1 The Hospital will provide bulletin board space located in the Nursing Report Room for the purpose of posting notices regarding meetings and otherwise restricted to Association matters.

**ARTICLE M – EQUIVALENT TIME OFF**

M.1 Overtime as provided in Article 14.09 where a full-time nurse chooses equivalent time off, such time will be taken at a mutually agreeable time from date earned. Responses to requests for time off will be responded to within fourteen (14) days. Banked days will be paid out at the nurse's request. Lieu hours remaining to the nurse's credit in excess of 37.5 hours shall be paid out to the nurse by the Hospital by March 31<sup>st</sup>. In the event of a dispute, seniority shall prevail for approval.

**ARTICLE N – PRE-PAID LEAVE**

N.1 One (1) nurse may be absent at any one time as provided in Article 11.11 (c).

**ARTICLE O – JOB-SHARING**

O.1 The parties mutually agree to implement job-sharing. The Hospital shall not arbitrarily or unreasonably refuse to implement job-sharing.

Job-sharing requests with regard to full-time positions shall be considered on an individual basis. Such approval will not be unreasonably withheld.

O.2 The nurses involved in job-sharing are entitled to all the terms of the part-time provisions of the Collective Agreement, except those which are modified as follows:

(a) Schedules will conform with the full-time scheduling provisions of the Collective Agreement.

(b) Total hours worked by the job-sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager, Nursing Services.

(c) Paid Holidays

Job-sharers will not be required to work, in total, more paid holidays than would one (1) full-time employee, unless mutually agreed otherwise.

(d) Each job-sharer may exchange shifts with her or his partner, subject to the approval by the Manager, Nursing Services, as well as with other nurses as provided by the Collective Agreement.

(e) Coverage

Whenever possible, job-sharers will cover their partner during vacation and pre-scheduled short-term absences.

(f) Implementation

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.

(g) (i) An incumbent full-time employee 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.

(ii) Where mutually agreed and where two (2) full-time nurses on one (1) 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.

(h) 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 remaining employee will revert to her or his former status. If the remaining employee was previously full-time, the shared position will become her or his position. If the remaining employee was previously part-time and there is no part-time position available on the same unit, she or he shall exercise her or his lay-off bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(i) Discontinuation

(i) 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.

(ii) Should either party discontinue job-sharing, the nurses currently working those arrangements will revert to their former status.

(iii) If the nurses' former status was full-time and there is no full-time position available, she or he shall exercise her or his bumping rights to obtain a full-time position.

(iv) If the nurses' former status was regular part-time and there is no regular part-time position available, she or he shall exercise her or his bumping rights to obtain a regular part-time position.

(v) If the nurses' former status was casual part-time, she or he will revert to her or his casual status.



## **ARTICLE P – MODIFIED WORK/RETURN TO WORK PROGRAMS**

The Hospital and the Association recognize they have a joint responsibility under the Human Rights Code to attempt to accommodate the return to work of a nurse who is unable to perform all of the requirements of her or his position due to a disability. The Hospital and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled and to enable their early and safe return to work.

- P.1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D., S.T.D. (for greater than thirty (30) days) and WSIB.
- P.2 When it has been medically determined that an employee is unable to return to work, the Hospital will meet with the affected employee and their Union representation. The purpose of the meeting will be to determine the circumstances surrounding the employee's return to work and to create a return to work plan, if required.
- P.3 The Hospital agrees to provide the employee with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board.

## **ARTICLE Q – GENERAL**

- Q.1 Any bargaining unit nurse who retires and wishes to participate in the Benefit Plan as outlined in Article 17.01 (h) of the Central Hospital Collective Agreement will provide advance payment of the premiums 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.
- The Hospital will notify the Association any time benefit costs to retired employees are changed by the carrier and each time the benefit costs are re-negotiated by the Hospital.
- Q.2 In accordance with Article 10.07 (b) of the Central Hospital Collective Agreement, the parties agree that any unsuccessful candidate for an ONA job posting will be so notified, in writing, prior to the posting of the name of the successful candidate.
- The parties further agree that the above notifications will be copied to the ONA Bargaining Unit President.
- Q.3 Arbitrations shall be heard at Red Lake, Ontario, or at such other place as may be agreed upon by the Association and the Hospital.
- Q.4 Upon submission of receipts, the Hospital shall provide a uniform/shoe allowance of up to one hundred and fifty dollars (\$150.00) annually for full-time employees and up to seventy-five dollars (\$75.00) annually for part-time employees.

**ARTICLE R – VIOLENCE AND HARASSMENT IN THE WORKPLACE**R.1 (a) Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that she, he or another person is at risk of physical and/or psychological injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate Supervisor who will take every precaution reasonable to rectify the abusive situation.

(b) Violence Policies and Procedures

The Hospital agrees to develop, in consultation with the Joint Health and Safety Committee or health and safety representative, formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policy and procedures shall be part of the employee's Health and Safety Policy and written copies shall be provided to each employee at time of hire.

Prior to implementing any changes to these policies, the Hospital agrees to consult with the Association and the Joint Health and Safety Committee.

(c) Notification to the Association

The Hospital will notify the Joint Health and Safety Committee and the Association in writing of all incidents related to violence within four (4) days. For critical injuries, the Hospital will notify the Joint Health and Safety Committee and the Association immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information as prescribed in Section 5 of the Health Care Regulation.

(d) Function of the 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 Hospital agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff. The Hospital, in conjunction with the Joint Health and Safety Committee, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

(e) Training

The Hospital agrees to provide training and education, developed in consultation with the Joint Health and Safety Committee, on the violence prevention and harassment policies and programs and on prevention of violence to all employees. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(f) Support and Counseling

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

(g) Violent Patient/Client

The Hospital and the Association recognize the Hospital's obligation under Section 25 (2) (h) to take every precaution reasonable to protect workers and 32.0.5 (3) of the OHSA to provide information, including personal information to a worker related to a risk of workplace violence from a person with a history of violent behavior.

The Hospital, in consultation with the Joint Health and Safety Committee or health and safety representative, shall develop an effective written measure and procedure to put in place a visible warning system for all staff who may be exposed to patients who have a history of violent behavior. Such a system shall include flagging measures such as:

- (i) information about individual patient triggers;
- (ii) pre-admitting checklist;
- (iii) computerized record (also on discharge) of history of violence;
- (iv) readily visible signage on the outside of the chart;
- (v) visible notation on the face sheet of the chart;
- (vi) signage for patient room doors;
- (vii) signage at bedside if multiple occupancy room;
- (viii) wrist bands; and
- (ix) a method to communicate pertinent information about a transferred patient and associated visitor to the workers of a receiving department, another site or a community agency.

These measures and procedures will be re-evaluated annually in consultation with the Joint Health and Safety Committee/health and safety representative.

(h) Staffing Levels to deal with Potential Violence

The Hospital agrees that, where there is a risk of violence, an adequate level of trained employees must be present, as determined by the Hospital. The Hospital recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with potentially violent situations.

(i) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the employee's personal property (required for the job), such as eyeglasses, contact lenses or other prosthesis, etc., ripped uniforms, personal clothing, as a result of being assaulted while performing her or his work.

The employee will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

- R.2 The Hospital, with the nurse's consent, where applicable, will inform the Association of any nurse who has been assaulted while performing her or his work. Such information shall be submitted in writing to the Association in accordance with the Occupational Health and Safety Act.

**ARTICLE S – PAID PROFESSIONAL LEAVE**

S.1 Professional Leave Days

In accordance with Article 9, the Hospital may grant nurses paid professional development days. The nurse shall provide the Hospital with as much notice as is practicable to ensure that replacement staff are provided.

**ARTICLE T – ELECTRONIC GRIEVANCE FORMS**

- T.1 The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement.
- T.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- T.3 Electronic grievances may be sent via e-mail to the applicable Manager and copied to Human Resources or the identified designate.
- T.4 The electronic signature of the Association Executive representative or Labour Relations Officer will be accepted as the original signature.
- T.5 The Association undertakes to get a copy of the electronic version signed by the grievor.
- T.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to Mediation or Arbitration.

**ARTICLE U – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

- U.1           The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
- U.2           The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- U.3           Electronic PRWRFs may be sent via e-mail to the applicable Manager or designate.
- U.4           The electronic signature of the Association Executive representative or Labour Relations Officer will be accepted as the original signature.
- U.5           The Association undertakes to get a copy of the electronic version signed by the employees.
- U.6           The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

DATED at Red Lake, Ontario, this 21<sup>st</sup> day of August, 2018.

FOR THE HOSPITAL

“Rebecca Ross”

“Angela Bishop”

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FOR THE ASSOCIATION

“Chris Cormier”

“Jillian Castle”

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**LETTER OF UNDERSTANDING**

BETWEEN:

RED LAKE MARGARET COCHENOUR MEMORIAL HOSPITAL  
(hereinafter referred to as the "Hospital")

AND:

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

RE: MENTOR SELECTION

In conjunction with Article 9.08 (c) and Appendix 7, the parties agree to the following selection process for nurses interested in being assigned a formal mentorship role.

Before the commencement of a mentoring arrangement, a general notice regarding Mentorship Program will be posted on the ONA Boards for fourteen (14) days. Nurses interested in participating in the formal mentoring arrangement will indicate their interest in writing to their Unit Manager.

Nurses shall be selected for mentor positions at the discretion of the Hospital. At the request of any nurse, the Unit Manager will discuss with any unsuccessful candidate ways in which she or he may be successful in the future.

It is understood that a nurse can only be involved in one (1) mentorship arrangement at a time.

DATED at Red Lake, Ontario, this 21<sup>st</sup> day of August, 2018.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Rebecca Ross"

"Chris Cormier"

"Angela Bishop"

"Jillian Castle"

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