

COLLECTIVE AGREEMENT

between

WILSON MEMORIAL GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

and

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

EXPIRY: MARCH 31, 2018

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| | |
|---|----|
| APPENDIX 3 | 1 |
| APPENDIX 4 | 2 |
| SUPERIOR CONDITIONS | 2 |
| ARTICLE A – RECOGNITION | 3 |
| ARTICLE B – MANAGEMENT RESPONSIBILITIES | 3 |
| ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES | 3 |
| ARTICLE D – LEAVE OF ABSENCE FOR UNION BUSINESS | 4 |
| ARTICLE E – MISCELLANEOUS | 5 |
| ARTICLE F – SCHEDULING REGULATIONS – GENERAL | 6 |
| ARTICLE G – SCHEDULING REGULATIONS | 9 |
| ARTICLE H – EXTENDED TOURS | 11 |
| ARTICLE I – VACATIONS | 14 |
| ARTICLE J – PAID HOLIDAYS | 15 |
| ARTICLE K – JOB-SHARING | 15 |
| ARTICLE L – PRE-PAID LEAVE PLAN | 17 |
| ARTICLE M – MODIFIED WORK/RETURN TO WORK PROGRAMS | 17 |
| ARTICLE N – NOTE | 17 |
| ARTICLE O – VIOLENCE | 18 |
| ARTICLE P – GENERAL | 19 |
| ARTICLE Q – ELECTRONIC GRIEVANCE FORMS | 19 |
| ARTICLE R – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS | 20 |
| LETTER OF UNDERSTANDING | 22 |
| RE: SCHEDULING COMMITTEE – SUMMER VACATION AND ARTICLE 1.2 (d) | 22 |
| LETTER OF UNDERSTANDING | 23 |
| RE: MENTOR SELECTION | 23 |

APPENDIX 3**WILSON MEMORIAL GENERAL HOSPITAL**

| REGISTERED NURSE | | | |
|--------------------------------------|------------------------------------|--|------------------------------------|
| | Effective April 1, 2018 | | Effective April 1, 2019 |
| Start | \$32.66 | | \$33.23 |
| 1 Year | \$32.81 | | \$33.39 |
| 2 Years | \$33.36 | | \$33.94 |
| 3 Years | \$35.00 | | \$35.62 |
| 4 Years | \$36.66 | | \$37.30 |
| 5 Years | \$38.72 | | \$39.40 |
| 6 Years | \$40.80 | | \$41.52 |
| 7 Years | \$42.89 | | \$43.64 |
| 8 Years | \$45.94 | | \$46.75 |
| 25 Years | \$46.76 | | \$47.57 |
| GRADUATE NURSE | | | |
| Start | \$31.42 | | \$31.97 |
| ASSISTANT DIRECTOR OF NURSING | | | |
| Start | \$36.45 | | \$37.09 |
| 1 Year | \$36.59 | | \$37.23 |
| 2 Years | \$37.17 | | \$37.82 |
| 3 Years | \$39.01 | | \$39.69 |
| 4 Years | \$40.89 | | \$41.61 |
| 5 Years | \$43.19 | | \$43.95 |
| 6 Years | \$45.54 | | \$46.34 |
| 7 Years | \$47.82 | | \$48.66 |
| 8 Years | \$51.24 | | \$52.14 |
| 25 Years | \$52.12 | | \$53.03 |

APPENDIX 4

WILSON MEMORIAL GENERAL HOSPITAL

SUPERIOR CONDITIONS

1. Part-time employees who work the following days will be paid time and one-half for all hours worked:

| | |
|---|------------------|
| New Year's Day (January 1 st) | Family Day |
| Good Friday | Victoria Day |
| Dominion Day | Civic Holiday |
| Labour Day | Thanksgiving Day |
| Christmas Day | Boxing Day |

In addition, where a part-time employee qualifies under the Employment Standards Act she or he shall receive a day's pay at her or his straight time rate.

Where an employee is required to work on a paid holiday and she or he is required to work additional hours following her or his full tour on that day, the employee shall receive two (2) times her or his regular salary for such additional hours worked.

2. Effective October 12, 2005, Sheryl Lees will be entitled to two (2) floating holidays per fiscal year (April 1st to March 31st) so long as she remains a full-time employee. If Sheryl Lees changes status and later returns to full-time status, she will be entitled to two (2) float holidays for education or medical leave as outlined below.

Effective May 16, 2007, the following full-time employees, Jennifer Coleman, Sandra Young, Kathy Keown and Allison Noble-Henderson will be entitled to fifteen (15) hours free from work per fiscal year (April 1st to March 31st). This time may be used for one of the following purposes:

- (a) Education leave as approved by the Employer (such approval will not be unreasonably withheld); or
- (b) Medical leave for the sole purpose of attending out-of-town appointments for themselves or immediate family members as defined in Article 11.05 of the Central Agreement and as approved by the Employer (such approval will not be unreasonably withheld).

If any of the above listed employees change their status or leave the Employer, they will no longer be entitled to the paid leave.

It is further understood that entitlements outlined above will be subject to any Special Circumstance Agreements.

ARTICLE A – RECOGNITION

- A.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all registered nurses and nurses with temporary registration employed by Wilson Memorial General Hospital, Marathon, Ontario, in a nursing capacity, save and except the Chief Nursing Officer and persons above the rank of Chief Nursing Officer.

ARTICLE B – MANAGEMENT RESPONSIBILITIES

- B.1 The Union recognizes that the management of the Employer and the direction of the working force are responsibilities of the Employer and shall remain with the Employer except as limited by the provisions of this Agreement. The Union acknowledges that it is the function of the Employer 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 suspension, discipline or discharge without just cause may be dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and high standards of service, hours of work, job rating and classification, work assignments, methods of doing the work and the working establishment for the service;
 - (d) generally to manage the operation that the Employer 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 Union, make, enforce and alter from time to time, rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES

C.1 Union Stewards

There shall be two (2) Union Stewards, one (1) full-time and one (1) part-time.

C.2 Grievance Committee

There shall be a Grievance Committee composed of not more than two (2) employees, at least one (1) of whom is full-time and one (1) of whom is part-time.

C.3 Negotiating Committee

There shall be a Negotiating Committee composed of not more than three (3) employees, at least one (1) of whom is full-time and one (1) of whom is part-time.

C.4 Hospital-Association Committee

There shall be a Hospital-Association Committee composed of two (2) representatives of the Union and an equal number of representatives from the Employer. Each party may have alternates to replace a member from time to time. The Bargaining Unit President/designate will identify to the Employer, as soon as possible, which committee members require payment under Article 6.03 (e) at each Hospital-Association meeting. Return to work issues are to be listed as a standing item on the Agenda at Hospital-Association meetings.

C.5 The scheduled time for the interview referred to in Article 5.06 will be mutually agreed upon between the Union and the Employer during the new employee's orientation period. The interview will be conducted by the Bargaining Unit President or designate.

C.6 Professional Development Committee

There shall be a Professional Development Committee composed of at least two (2) representatives of 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 Employer. Each party may have alternates to replace a member from time to time.

C.7 Joint Occupational Health and Safety Committee

The Employer will recognize one (1) bargaining unit employee 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 Union.

ARTICLE D – LEAVE OF ABSENCE FOR UNION BUSINESS

D.1 Leave of absence for Union business shall be granted on the following conditions:

- (i) the cumulative total number of days shall not exceed forty (40);
- (ii) a request for leave shall be made in writing at least two (2) weeks prior to the commencement of the leave, except in unusual circumstances;
- (iii) no more than two (2) employees shall be given leave at the same time.

D.2 Local Co-ordinator Leave

The Employer agrees to grant employees 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.

D.3 Payment for Bargaining Unit President

It may become necessary for the Employer to meet with the Bargaining Unit President in the capacity as Bargaining Unit President of the Union to discuss matters arising out of the administration of the Collective Agreement.

Where the Employer requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Employer 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 the 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 E – MISCELLANEOUS

E.1 The Employer agrees to provide a bulletin board for the use of the Union located in the Nursing Lounge. All notices will be approved by a member of the Local Executive prior to posting.

E.2 The Employer shall provide adequate parking space.

E.3 Employees will be paid every other week.

E.4 Seniority lists will be posted on or before May 1st and November 1st in each year. A copy of the current seniority lists will be forwarded to the Labour Relations Officer.

E.5 Uniform Allowance

(a) The Employer shall provide a uniform allowance of one hundred dollars (\$100.00) annually for full-time employees and sixty dollars (\$60.00) annually for regular part-time employees, to be paid in a lump sum payment in the first pay period of November of each year.

(b) The Employer shall continue to provide scrub gowns and lab coats to those nursing areas that presently have them provided.

- (c) The uniform allowance (sixty dollars (\$60.00) annually) shall be paid to those regular part-time employees who have worked at least sixty-five (65) shifts between November 1st of the preceding year and October 31st.
- (d) Half (1/2) the uniform allowance (thirty dollars (\$30.00) annually) shall be paid to those regular part-time employees who have worked at least thirteen (13) shifts (whether scheduled or additional available shifts) between November 1st of the preceding year and October 31st.

ARTICLE F – SCHEDULING REGULATIONS – GENERAL

F.1 7.5 Hour and 11.25 Hour Tours

- (a) The Nursing Schedule for a six (6) week scheduling period shall be posted two (2) weeks in advance of the commencement of the six (6) week period. Extra and unscheduled shifts that become available may be scheduled according to seniority and must be brought to the attention of the employee. If the Employer is unable to contact the employee by twenty-four (24) hours prior to the commencement of the shift, it will be offered to regular part-time employees on the basis of seniority. It is understood that the employee is not obligated to work such shifts after the schedule is posted.
- (b)
 - (i) The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule.
 - (ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees then job-sharers, provided that such employee has not reached her or his commitment.
 - (iii) Where all regular part-time employees and job-sharers have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time employees then job-sharers based on their seniority, provided that this will not result in premium pay.
 - (iv) Where no regular part-time employee or job-sharer is willing to perform the available work or if this would result in premium pay, the tour will be offered to casual part-time employees on the basis of seniority.
 - (v) Where no regular part-time employee or casual part-time employee is willing to perform the available work and the tour is to be filled, the tour will be offered to full-time employees by order of seniority. It is understood that the Employer will not be required to offer extra tours, which would result in overtime premium pay.
 - (vi) Where an employee is on an approved Union leave or sick leave, she or he will be allowed to fill additional shifts up to her or his commitment.
- (c) Requests for change of shifts on posted time schedules may be granted where such requests are submitted to the Chief Nursing Officer or designate

and co-signed by the employee willing to exchange days off or tour of duty and such changes shall not result in premium pay and not be unreasonably denied.

- (d)
 - (i) An employee will be scheduled off for five (5) consecutive days at either Christmas (to include Christmas Eve Day, Christmas Day and Boxing Day) or at New Year's (to include New Year's Eve Day and New Year's Day), except in areas where the nursing complement is not normally scheduled to work weekends and paid holidays. The scheduling objectives other than G.1 (d) and (e) will not be operative during the period of December 15th to January 7th.
 - (ii) Requests for time off over Christmas and New Year's must be in to the Director of Nursing by October 1st and a list of time off from December 15th to January 7th will be posted by November 1st.
 - (iii) The scheduling of Christmas or New Year's off will be alternated from year to year so that an employee who is available to work Christmas one year will be available to work New Year's in the next year. Where it is possible to allow an employee or employees to have Christmas or other time off as requested in more than one (1) year, seniority will be the determining factor.
- (e) Employees requesting time off will endeavour to submit in writing to the Director of Nursing Services or designate, her or his request at least two (2) weeks prior to the posting of the time schedules. Any requests received after the time schedules have been posted will be dealt with on an individual basis. Such requests will not be unreasonably denied.

F.2 Distribution of Part-Time Available Tours

The Employer will endeavour to schedule a regular part-time employee up to her or his commitment in each posted week schedule. A shift will be deemed to be offered whenever a call is placed.

Prior to the Posting of the Schedule

- (a) Until the schedule is posted, shifts available after scheduling full-time employees will be scheduled for regular part-time employees as follows:
 - (i) Up to twelve (12) extended tours for regular part-time employees on the basis of seniority; then
 - (ii) When all regular part-time employees have been given the opportunity to work up to their commitment, the Employer will schedule additional tours for regular part-time and casual employees on the basis of seniority as follows:
 - (1) Regular part-time employees who have indicated their availability to be scheduled for additional tours, to the Employer, in writing, in a manner determined by the Employer, at least two (2) weeks prior to the posting of the schedule.

- (2) Job-share employees, whose partners have not been scheduled to work, who have indicated their availability to be scheduled for tours, to the Employer, in writing, in a manner determined by the Employer, at least two (2) weeks prior to the posting of the schedule.
- (3) Casual part-time employees who have indicated their availability to be scheduled for tours, to the Employer, in writing, at least two (2) weeks prior to the posting of the schedule.

(b) After Posting of the Schedule

- (i) When all regular part-time employees have been given the opportunity to work up to their commitment, the Employer will offer additional tours to employees on the basis of seniority, subject to the following:
 - (1) Additional tours will be offered as soon as they come available.
 - (2) Regular part-time employees who are at straight time.
 - (3) Job-sharers at straight time provided their partner is not working.
 - (4) Casual part-time employees who are at straight time.
 - (5) Job-sharers at straight time when partner is working.
 - (6) If tours are still available, they will be offered to:
 - (i) regular part-time and job-share employees who will be in overtime, then;
 - (ii) casual part-time employees who will be in overtime, then;
 - (iii) full-time employees.
 - (7) It is understood that the Employer shall not be required to offer any hours which may result in premium pay.

NOTE: Job-sharers are expected to cover their partner's absences, therefore, job-sharers need not be offered extra work when their job-share partner is working.

- F.3
- (a) For the purposes of Article 14.10 (shift premium), the evening shift is defined as the hours of work between 1500 and 2300 hours.
 - (b) For the purposes of Article 14.10 (shift premium), the night shift is defined as the hours of work between 2300 and 0700 hours.

ARTICLE G – SCHEDULING REGULATIONS

G.1 7.5 Hour Tour

- (a) The day shift will be considered the first shift of the day.
- (b) Employees will not be scheduled to work more than seven (7) consecutive tours of duty. Premium pay shall be paid for each subsequent consecutive tour of duty in excess of seven (7) until two (2) consecutive days off are given.
- (c) In any two (2) week period, at least four (4) days off must be scheduled. At least two (2) days off must be consecutive.
- (d) Split tours will not be scheduled.
- (e) At least forty-eight (48) hours off shall be scheduled on the completion of night duty or premium pay shall be paid for the next tour worked. It is understood that after the schedule is posted, if an employee agrees to an extra tour within forty-eight (48) hours after a night shift, premium pay will not apply.
- (f)
 - (i) The Employer will schedule every second weekend off whenever possible.
 - (ii) An employee 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:
 - (1) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - (2) such employee requested weekend work; or
 - (3) such weekend is worked as the result of an exchange of tours with another employee.
 - (iii) Definition of a Weekend
 A weekend shall be defined as being at least sixty-four (64) consecutive hours off work from the completion of the Friday day tour until the beginning of the Monday day tour.
- (g) No less than two (2) consecutive tours (sixteen (16) hours) shall be scheduled off between tour changes or premium pay shall be paid for the first tour worked as a result of such short change.

- G.2 (a) A prescheduled regular part-time employee shall make a commitment to be available to work as follows:
 - (i) at least two (2) tours per week;
 - (ii) over either Christmas or New Year's;

- (iii) at least one (1) weekend in three (3), if required;
- (iv) twelve (12) extended tours in a six (6) week period.

- (b) If an employee is unavailable to be scheduled for work for a portion of the six (6) week period, the maximum number of shifts for which she or he may be scheduled shall be reduced accordingly on a pro-rata basis (i.e., for purposes of pro-rating, any seven (7) consecutive day period of unavailability will be considered to be a week). If an employee is absent because of illness or on Union business, she or he will not be considered unavailable and her or his scheduled tours will not be pro-rated.
- (c) All other part-time employees shall be casual.
- (d) There will be a call list established for regular part-time employees.

G.3 When an employee chooses to take her or his banked hours off in lieu time with pay, the time off with pay will be scheduled at a time mutually agreed upon between the Employer and the employee. Banked hours will be capped at sixty (60) hours. Time off must be taken within one (1) year of earning the banked hours. It is understood that Article 14.09 is applicable to part-time employees. Where a part-time employee works in excess of her or his commitment of twelve (12) 11.25 hour shifts in the six (6) week scheduling period, she or he may elect to bank this time.

G.4 The Master Schedule shall not be altered without first holding a special meeting to discuss the proposed changes. The Employer will consider seniority rights when altering the Master Schedule.

G.5 It is understood that any of the above scheduling regulations may be waived when initiated by the employee and premium payment under Article 14 would not be applicable.

G.6 Where the above scheduling regulations are not maintained, premium pay under Article 14 shall apply.

- G.7
 - (a) The Employer shall distribute on-call/standby equitably amongst employees who volunteer for such assignments before employees will be scheduled.
 - (b) Employees shall be permitted to exchange their standby assignments.
 - (c) An employee shall not be scheduled on-call/standby on her or his days off or while on vacation unless mutually agreed between the employee and the Employer.
 - (d) Employees scheduled for standby shall be provided with cell phones.
 - (e) Standby schedules will not be re-assigned without consultation with the employee whose schedule is being changed.
 - (f) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift unless she or he does so by mutual agreement between the employee and the Employer.

- (g) Upon responding to a call-in, the employee shall not be required to remain at the Hospital after the duties relating to the purpose of the call-in have been completed.

ARTICLE H – EXTENDED TOURS

H.1 (a) Introduction

A compressed work week may be introduced when:

- (i) eighty percent (80%) of the employees affected so indicate by secret ballot; and
- (ii) there is sufficient and suitable staffing complement available to enable the compressed work program and resultant work schedules to function; and
- (iii) the Employer agrees to implement the compressed work week.

(b) Trial Period

The parties agree that, subject to the above provision,

- (i) the trial period of the compressed work week will be six (6) months, subject to the above provision which will include the summer months but may be extended another three (3) months where necessary for further evaluation and where it is mutually agreed between the parties;
- (ii) the system and schedule used for the compressed work week will be evaluated independently by:
 - (1) nursing administration;
 - (2) nursing staff;during or before the end of the six (6) month trial period.
- (iii) the compressed work week will be continued if:
 - (1) seventy percent (70%) of the employees affected so indicate by secret ballot cast at the end of the six (6) month trial period; and
 - (2) the Employer agrees.

(c) Discontinuation

A compressed work week may be discontinued:

- (i) when seventy percent (70%) of the employees so indicate by secret ballot; or

- (ii) by the Employer because of:
 - (1) adverse affects on patient care; or
 - (2) inability to provide a workable staffing schedule; or
 - (3) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary; or
 - (4) financial constraints.

When notice of discontinuation is given by either the employees or the Employer:

- (i) the parties shall meet within two (2) weeks of the giving of notice to review the decision to discontinue; and
- (ii) where it is determined that the compressed work week will be discontinued, the employees affected shall be given sixty (60) days' notice before the schedules are so amended.

(d) Participation

All full-time, part-time and casual employees falling within the bargaining units shall, as a condition of employment, be required to work extended tours on a rotation basis in accordance with the unit's posted schedule.

H.2

(a) 11.25 Hour Tour – Full-Time

- (i) Not more than three (3) consecutive tours of work will be scheduled.
- (ii) Split tours will not be scheduled.
- (iii) An employee will not be required to change tours of duty more than once during a work week.
- (iv) A period of two (2) consecutive tours off shall be scheduled between changes of tour.
- (v) The first shift of the day shall be the day shift.
- (vi) At least forty-eight (48) hours off shall be scheduled on the completion of night duty or premium pay shall be paid for the next tour worked.
- (vii) Every second weekend will be scheduled off.
- (viii) Premium payment shall not be paid when a second consecutive weekend is worked as a result of the employee requesting weekend work or such weekend work results from exchanges in shifts with another employee.

- (ix) Premiums will apply for work on a third consecutive and subsequent weekend worked.

(b) Shift Scheduling 11.25 Hours – Part-Time

- (i) A prescheduled regular part-time employee shall make a commitment to be available to work as follows:
 - (1) to work twelve (12) extended tours in a six (6) week scheduling period. The commitment to be prescheduled will be determined by the employee and the list will be appended to the Collective Agreement;
 - (2) over either Christmas or New Year's;
 - (3) every second weekend.
- (ii) If an employee is unavailable to be scheduled for work for a portion of the six (6) week period, the maximum number of shifts for which she or he may be scheduled shall be reduced accordingly on a pro-rata basis (i.e., for purposes of pro-rating, any seven (7) consecutive day period of unavailability will be considered to be a week). If an employee is absent because of illness or on Union business, she or he will not be considered unavailable and her or his scheduled tours will not be pro-rated.
- (iii) At least forty-eight (48) hours off shall be scheduled on the completion of night duty or premium pay shall be paid for the next tour worked. It is understood that after the schedule is posted, if an employee agrees to an extra tour within forty-eight (48) hours after a night shift, premium pay will not apply.
- (iv) No more than four (4) consecutive tours will be scheduled, consisting of not more than three (3) consecutive tours of the same shift.
- (v) Every second weekend will be scheduled off when possible.
- (vi) Premium payment shall not be paid when a second consecutive weekend is worked as a result of the employee requesting weekend work or such weekend work results from exchanges in shifts with another employee.
- (vii) Premiums will apply for work on a third consecutive and subsequent weekend worked.

H.3

Scheduling – 11.25 Hour Tour – Full-Time and Part-Time

Weekend Definition

- (a) A weekend shall be a minimum of sixty (60) consecutive hours off work during the period following the completion of Friday day shift until the commencement of the Monday day shift.

- (b) Where an employee is scheduled to work and works overtime in conjunction with the normal completion time of the Friday day shift or the normal commencement time of the Monday day shift, such overtime will not be construed to be work performed on a weekend.

H.4 Meal and Rest Periods

Subject to Article 13.02, meal and rest periods will be scheduled as follows:

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

two (2) thirty (30) minute meal periods. The unpaid meal time will be the thirty (30) minute lunch time and the first fifteen (15) minutes of the supper time.

H.5 Central Agreement

All other central issues are applicable.

ARTICLE I – VACATIONS

I.1 The vacation entitlement year shall be from April 1st in any given year to March 31st of the following year.

I.2 Vacations may be taken at any time of the year and will be scheduled as follows:

- (a) No vacation days may be taken prior to completion of probationary period.
- (b) A vacation request list shall be posted by April 1st. All employees shall indicate their vacation preference by May 1st. A finalized vacation list shall be posted by May 15th.
- (c) An employee may select from vacation not booked as of May 1st on a first-come-first-served basis.
- (d) Beginning with the 2008 vacation season, no more than three (3) weeks of vacation may be scheduled during July and August. A week is defined as seven (7) consecutive calendar days. Notwithstanding the above, employees may request vacation greater than three (3) weeks for special circumstances. Such requests shall not be unreasonably denied.
- (e) In the event of conflict between two (2) or more employees as to the timing of vacation, seniority will govern. However, once an employee has indicated a preferred vacation period, she or he may not then exercise seniority rights to change the stated period.
- (f) There shall be no carrying over of annual vacation. However, the Administrator may authorize the carry over of an employee's annual vacation entitlement.
- (g) Vacation may be commenced on any day of the week.

- (h) A week of vacation is defined as five (5) days of vacation and two (2) days off (seven (7) consecutive calendar days). An employee may, however, take five (5) days of vacation in single days. During July and August, single vacation day requests will only be considered after all full week requests.
 - (i) Vacation payout for part-time and casual employees for the period April 1st – March 31st will be paid in April annually on a separate itemized pay cheque.
- I.3 Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
- I.4 The parties agree to continue the current practice of combining the full-time and part-time seniority lists for the purpose of vacation and seniority will be the determining factor during the July and August vacation period.

ARTICLE J – PAID HOLIDAYS

- J.1 The Employer recognizes the following days as paid holidays:
- | | |
|---|--|
| New Year's Day (January 1 st) | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day (November 11 th) |
| Victoria Day | Christmas Day (December 25 th) |
| Canada Day (July 1 st) | Boxing Day (December 26 th) |
- J.2 Lieu days off for full-time employees shall be scheduled at a time mutually agreed upon between the Employer and the employee but must be taken within ninety (90) days of the holiday. Paid holidays may not be taken until they have been earned.
- J.3 Employees 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. If an employee does not have more than one (1) full lieu day to her or his credit or 3.75 hours of vacation time, she or he will be able to use 3.75 hours of unpaid time in order to have a full 11.25 hour tour off.
- J.4 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday, the employee shall be paid at time and one-half for all actual hours worked on the holiday.

ARTICLE K – JOB-SHARING

- K.1 The Employer and the Union must mutually agree to implement job-sharing. Only one (1) full-time position at any one time will be a shared job during the trial period.
- (a) Job-sharing requests with regard to full-time positions shall be considered on an individual basis.
 - (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) employees and the Director, Nursing

Services or designate. Job-sharers may be requested to work tours outside of the tours of the full-time position.

- (c) The above schedules shall conform with the scheduling provisions of the Collective Agreement.
- (d) Each job-sharer may exchange shifts with her or his partner, as well as with other employees as provided by the Collective Agreement.
- (e) The job-sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- (f) 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 Director, Nursing Services must be notified to book coverage. Job-sharers are not required to cover their partner in the case of prolonged or extended absences.
- (g) Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Agreement

In the event that one (1) member of the job-sharing arrangement goes on any of the above leaves of absence, the remaining partner may either take all of her or his partner's shifts or fill in up to the regular part-time commitment. In the latter case, the remaining shifts will be filled in accordance with Article F.1 (b) of the Collective Agreement.

- (h) All other provisions covering job-sharing are contained in the Central Agreement.

K.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) An incumbent full-time employee who has had her or his request for job-sharing approved by the Director, Nursing Services 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.
- (c) If one of the job-sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the posted position, the remaining employee will revert to her or his former position. 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.

K.3 Discontinuation

- (a) 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 thirty (30) days to discuss the discontinuation.
- (b) Effective for new job-sharing arrangements entered into subsequent to the date of this Agreement, either job-sharer may discontinue the job-sharing arrangement within ninety (90) days of commencement and each employee will revert to their former position. Subsequent to the ninety day period, discontinuance requires the agreement of both job-sharers as well as the Employer.

ARTICLE L – PRE-PAID LEAVE PLAN

- L.1 One (1) full-time and one (1) part-time employee will be allowed off at a time on the Pre-Paid Leave Plan.

ARTICLE M – MODIFIED WORK/RETURN TO WORK PROGRAMS

The Employer and the Union recognize they have a joint responsibility under the Human Rights Code to attempt to accommodate the return to work of an employee who is unable to perform all of the requirements of her or his position due to a disability.

The Employer and the Union 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, to enable their early and safe return to work.

- M.1
- (a) The Employer will notify the Bargaining Unit President of the names of all employees off work due to a work related injury and those on L.T.D., S.T.D. and WSIB, if requested to do so by the employees affected.
 - (b) Return to Work Plan

When it has been medically determined that an employee is ready to return to work, the Employer will meet with the affected employee and their Union representative, if the employee so chooses. 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.
 - (c) The Employer agrees to provide the Union and the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.

ARTICLE N – NOTE

- N.1 The Employer will pay the cost of physicians' notes, if required by the Employer.

ARTICLE O – VIOLENCE

O.1 (a) The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate Supervisor who will make every reasonable effort to rectify the abusive situation.

(b) Violence Policies and Procedures

The Employer 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 and support to employees who have faced violence. The policy and procedures shall be part of the employees 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 Employer agrees to consult with the Union and the Joint Health and Safety Committee.

O.2 The parties agree that if incidents involving aggressive action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees.

O.3 The Employer, with the employees consent where applicable, will inform the Union within three (3) days of any employee who has been assaulted while performing her or his work. Such information shall be submitted in writing to the Union in accordance with the Occupational Health and Safety Act. Aggressive action covered under the policy that are non-assaults will be communicated to the Union as soon as is reasonably possible.

O.4 The Employer will reimburse for damages incurred to the employees personal property such as eye glasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her or his work.

O.5 Training

The Employer agrees to provide training and education on the prevention of violence to all employees on potentially aggressive persons.

O.6 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 Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff. The Employer, 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.

O.7 Support and Counselling

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

ARTICLE P – GENERAL

P.1 Notification to Unsuccessful Job-Applicants

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

P.2 Professional Leave Days

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

P.3 Retiree Benefits – Process for Payment

Any bargaining unit employee 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 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.

ARTICLE Q – ELECTRONIC GRIEVANCE FORMS

Q.1 The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement.

Q.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.

Q.3 Electronic grievances may be sent via e-mail to the applicable Manager and copied to Human Resources or the identified designate.

- Q.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- Q.5 The Union undertakes to get a copy of the electronic version signed by the grievor.
- Q.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 R – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS

- R.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.
- R.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- R.3 Electronic PRWRFs may be sent via e-mail to the applicable Manager or designate.
- R.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- R.5 The Union undertakes to get a copy of the electronic version signed by the employees.
- R.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 Marathon, Ontario, this 22nd day of October, 2018.

FOR THE EMPLOYER

___"Susan Bouchard"_____

FOR THE UNION

___"Chris Cormier"_____

___"Catherine Davy"_____

LETTER OF UNDERSTANDING

BETWEEN:

WILSON MEMORIAL GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

AND:

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

RE: SCHEDULING COMMITTEE – SUMMER VACATION AND ARTICLE 1.2 (d)

The parties agree to form an Employee-Management vacation sub-committee to develop scheduling principles and guidelines.

The parties agree to suspend Article 1.2 (d), however, the guiding principles will be:

1. Vacation approval will be limited to three (3) weeks during July and August.
2. If additional vacation time is available after summer vacation requests have been reviewed, additional time off may be granted.

DATED at Marathon, Ontario, this 22nd day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

___"Susan Bouchard"_____

___"Chris Cormier"_____

___"Catherine Davy"_____

LETTER OF UNDERSTANDING
(to be attached to and form part of the Collective Agreement)

BETWEEN:

WILSON MEMORIAL GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

AND:

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

RE: MENTOR SELECTION

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

Before the commencement of a mentoring arrangement, an Expression of Interest (EOI) regarding Mentorship Program will be posted on the bulletin board in the Nurses' Report Room for seven (7) days. Employees interested in participating in the formal mentoring arrangement will indicate their interest in writing to their Unit Manager.

Employees shall be selected for mentor positions at the discretion of the Employer. At the request of any employees, 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 an employee can only be involved in one (1) mentorship arrangement at a time.

DATED at Marathon, Ontario, this 22nd day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

__ "Susan Bouchard" _____

__ "Chris Cormier" _____

__ "Catherine Davy" _____
