

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

HALDIMAND WAR MEMORIAL HOSPITAL
(Herein referred to as the "Hospital")

And:

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

EXPIRY: March 31, 2011

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APPENDIX 3

SALARIES/WAGE GRIDS/CLASSIFICATIONS

Effective April 1, 2008		
	Registered Nurse	Charge Nurse
Start	27.67	28.37
1 Year	28.08	28.78
2 Years	28.55	29.25
3 Years	29.95	30.65
4 Years	31.37	32.07
5 Years	33.14	33.84
6 Years	34.91	35.61
7 Years	36.71	37.41
8 Years	39.31	40.01
25 Years	40.00	40.70

Effective April 1, 2009		
	Registered Nurse	Charge Nurse
Start	28.50	29.20
1 Year	28.92	29.62
2 Years	29.41	30.11
3 Years	30.85	31.55
4 Years	32.31	33.01
5 Years	34.13	34.83
6 Years	35.96	36.66
7 Years	37.81	38.51
8 Years	40.49	41.19
25 Years	41.20	41.90

Effective April 1, 2010		
	Registered Nurse	Charge Nurse
Start	29.36	30.06
1 Year	29.79	30.49
2 Years	30.29	30.99
3 Years	31.78	32.48
4 Years	33.28	33.98
5 Years	35.15	35.85
6 Years	37.04	37.74
7 Years	38.94	39.64
8 Years	41.70	42.40
25 Years	42.44	43.14

Classification – Charge Nurse

The salary for this position is the Registered Nurse wage grid plus \$0.70 for each level.

ARTICLE A – RECOGNITION

- A-1 The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Haldimand War Memorial Hospital in Dunnville, save and except Unit Managers and persons above the rank of Unit Manager.
- A-2 If the expression “Immediate Supervisor” is used in this Agreement, it shall mean the Unit Manager or the first supervisory level excluded from the bargaining unit.

ARTICLE B – MANAGEMENT RIGHTS

- B-1 (a) The Association 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 except as specifically limited by the 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:
- i) maintain order, discipline, efficiency and quality patient care;
 - ii) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline nurses, provided that a claim of discharge, suspension or discipline without just cause, or a violation of the provisions of this Agreement may be subject of a grievance and dealt with as hereinafter provided;
 - iii) determine in the interest of efficient operation and highest standard of quality patient care and service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment of the service;
 - iv) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
 - v) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses and the rules and regulations to be observed by the nurses shall not be inconsistent with the provisions of this Agreement.
- (b) These rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE C – REPRESENTATION AND COMMITTEES

The parties agree that nurse representatives and committee members as provided for in Article 6 may be either full-time or part-time nurse(s) from within the Bargaining Unit.

C-1 Nurse Representatives

There shall be no more than two (2) nurse representatives.

C-2 Negotiating Committee

There shall be a negotiating committee of up to three (3) nurses in total. It is understood that only two (2) nurses shall be subject to payment as outlined in Article 6.04(d).

C-3 Grievance Committee

The Hospital will recognize a Grievance Committee of two (2) members. When a regular member is not available, she/he may be replaced by an alternate appointed by the Union.

When members of the Grievance Committee are scheduled to work other than the day shift on a day of the Second Step Grievance meeting, their hours will be rescheduled to the day shift.

C-4 Hospital/Union Committee

This Committee shall be composed of not more than three (3) members and not more than three (3) Hospital representatives. Each party may have alternates to replace a member from time to time. Any person may attend by the agreement of the parties.

In reference to Article 6.03 (e), the Bargaining Unit will notify the Hospital in advance of each meeting which two (2) representatives, if any, will be paid per meeting.

C-5 Professional Development Committee

In accordance with Article 9, the number of representatives on the Professional Development Committee shall be three (3) representatives from the Association and three (3) representatives from the Hospital.

C-6 Association Security

The interview of newly hired nurses as provided for in Article 5.06 shall take place during the orientation period. The scheduling of such interview is to be arranged between the Hospital and the Association.

ARTICLE D – HOURS OF WORK

- D-1 (a) Schedules for full-time, regular part-time/job share and casual part-time nurses will be posted every eight (8) weeks (the end of the fourth week of the working rotations) for the eight weeks following the posted rotation. Once posted, this schedule shall not be changed without the nurse being notified. Requests for change in posted time must be done in writing on the "Request for Change in Posted Time" form. This form must be signed by all parties involved in the switch and presented to Nursing Administration for approval. No reasonable request will be denied, taking into account the needs of the hospital.
- (b) Unavailability envelopes for regular part-time and casual part-time nurses will be posted on the nursing Units every eight (8) weeks (the second

Monday of the working rotation) and taken down the following Monday (the third Monday of the working rotation) by 0830 hours. All unavailability requests for the next rotation consisting of eight (8) weeks following the posted rotation must be in this envelope, except for extenuating circumstances.

- (c) All full-time nurses will work on a pre-determined eight (8) week rotation consisting of 11.25 hours and one (1) 7.5 hours stat which is pre-scheduled to accommodate a drop week. A nurse may request, through the unavailability envelope, to work a 7.5 hour shift and schedule her stat on another day. It is understood that if the nurse is requesting a stat lieu day on an extended tour, that such nurse will have the option to utilize banked time off in lieu or vacation hours to ensure that she/he is paid for 1950 hours per year. Nurses will work every other weekend and receive 50% split of day/night in their rotation.
- (d) In order to qualify as a regular part-time nurse, as opposed to casual, a nurse must commit to be available for:
 - i) a minimum of three (3) out of eight (8) weekends;
 - ii) a minimum of 22.5 hours in a two week period;
 - iii) December 24, 25, 26 or December 31, January 1 on a rotating basis annually;
 - iv) four (4) additional recognized holidays during the calendar year; If a recognized holiday falls in conjunction with a weekend, the nurse must be available to work the entire weekend;
 - v) eleven (11) calendar months of the year which must include one (1) of the following two (2) months: July or August.
- (e) All nurses must be available to work either December 24, 25, 26 or December 31, and January 1 on a rotating basis annually. Multi-day leaves will not be granted over the Christmas/New Year's holidays except under special circumstances.
- (f) Unused stat holiday hours are to be scheduled at a time agreeable to the Unit Manager and the nurse. All stat holiday hours must be used in the calendar year in which they were earned, with the exception of Christmas and Boxing Day which must be used by March 31st of the following year.
- (g) The hospital agrees to the following conditions in the formulation of working schedules:
 1. Full-time nurses will receive four (4) weekends off in eight (8).
 Premium payment will be received for any extra weekend worked save and except where:
 - (A) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse.
 - (B) such nurse has requested to work said weekend.

(C) such weekend is worked as a result of an exchange with another nurse.

2. Regular part-time nurses will receive five (5) weekends off in eight (8). A regular part-time nurse will not be scheduled for any more than two (2) weekends in a row and if the nurse is, the nurse shall receive premium payment as provided for in Article 14.03 for all hours worked on a third consecutive and subsequent weekend; save and except where:

i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;

ii) such nurse has requested weekend work in writing. The Hospital will provide a copy of the request to the Union.

iii) such weekend is worked as a result of an exchange of shift with another nurse.

3. A nurse shall have a minimum of twelve (12) hours off from the completion of an extended tour to the beginning of the next tour, except by mutual consent.

A regular part-time nurse working a regular tour of 7.5 hours shall have a minimum of sixteen (16) hours off from the completion of a tour to the starting of the next tour, except by mutual consent.

A full-time nurse shall have at least forty-eight (48) hours off after the completion of the night shift, except by mutual consent.

A regular part-time nurse shall have at least thirty-two (32) hours off after completion of the night shift, except by mutual consent.

Should the Hospital schedule less than the above noted hours off between tours, the nurse shall receive premium payment in accordance with Article 14.03 for the entire tour worked.

4. Regular part-time nurses will be scheduled day shifts on an equitable basis according to skills and the needs of the Hospital up to their minimum commitment. All remaining shifts will then be scheduled first according to skills and the needs of the Hospital, then by seniority. Any additional tours that become available after the posted time shall first be offered to regular part-time nurses in accordance with seniority and availability up to their maximum commitment in an eight week rotation before casual part-time.

Notwithstanding Article 14.12, if senior regular part-time nurses have been scheduled for a shift, and a longer shift with the same start time becomes available, the senior regular part-time nurse will first be offered the longer tour at her straight time hourly rate. Where possible, day shifts shall be equal to shifts worked over the eight week rotation.

5. Schedules may be waived between December 15th and January 9th so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day. The Hospital shall advise each nurse of these days at least four (4) weeks in advance. This provision does not apply to nurses who work Monday to Friday and are not normally scheduled to work on paid holidays. Required days off may be changed by mutual consent of the nurse and the Hospital on an individual basis.
- (a) In reference to Article 14.15, weekend premium will be paid for each hour worked between 2330 hours Friday and 2330 hours Sunday.
 - (b) In reference to Article 14.10, an evening shift shall be all hours worked between 1530 hours and 2330 hours and a night shift shall be all hours worked between 2330 hours and 0730 hours.
 - (c) There shall be no split shifts scheduled.
 - (d) Nurses will not be required to work days, evenings and nights in a one week period unless by mutual consent. Should the Hospital schedule more than two different tours within one week, the nurse shall receive premium payment in accordance with Article 14.03 for all hours worked on the third tour.

D-2

Tours of Less than the Normal Daily Tour (7.5 hours)

- (a) Only those nurses who have agreed to work tours of less than 7.5 hours will be scheduled for tours of less than 7.5 hours.
- (b) The Hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7.5) hours to a minimum.
- (c) No nurse will be scheduled to work solely on tours of less than 7.5 hours except where such arrangements are mutually agreed to by the nurse and the Hospital.
- (d) No more than one tour of less than 7.5 hours shall be scheduled in any twenty-four (24) hour period.
- (e) Over the time period of the posted schedule, the majority of tours shall be seven and one-half (7.5) hours or extended hour (11.25) tours.
- (f) Reporting time shall be included in the 4 hour tour period.
- (g) Nurses shall be entitled to a paid rest period of fifteen (15) minutes for any four (4) hours worked subject to the exigencies of patient care.

D-3 In reference to Article 13.02, the meal periods and relief periods shall be as follows unless otherwise mutually agreed:

8 Hour Day Shift

- i) relief periods shall be from 1015 hours to 1100 hours and 1400 hours to 1445 hours.
- ii) meal periods shall be from 1200 hours to 1330 hours.

8 Hour Evening Shift

- i) meal periods shall be from 1600 hours to 1800 hours.
- ii) relief periods shall be from 1900 hours to 2030 hours.

8 Hour Night Shift

- i) meal and relief periods shall be from 0200 hours to 0500 hours.

12 Hour Day Shift

- i) relief periods shall be from 1015 hours to 1100 hours and 1400 hours to 1445 hours.
- ii) meal periods shall be from 1200 hours to 1330 hours and 1600 hours to 1800 hours.

12 Hour Night Shift

- i) meal periods shall be forty-five (45) minutes from 2200 hours to 2400 hours or at the discretion of the nurse.
- ii) relief periods shall be forty-five (45) minutes from 0200 hours to 0500 hours.

D-4

Extended Tours

For nurses working twelve (12) hour tours, a regular tour shall be eleven point two-five (11.25) consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Implementation of Extended Tours

Extended tours of work will be instituted on a specific unit provided:

- (a) The introduction of such schedule attached has the approval of the hospital and the Association.
- (b) Fifty percent plus one (50% +1) of nurses affected agree by secret ballot (arranged by Hospital/Union Committee).
- (c) The cost will not be greater than the cost associated with normal hours of work.

Hours of Work for Schedules For Full-time And Part-Time Nurses For Extended Tours

- (a) The unpaid mealtime will be taken in the first half of the tour.
- (b) For schedules of eleven point two five (11.25) hours, forty five (45) minutes of paid relief period during each extended tour will be taken in the last half of the tour.
- (c) No nurse shall be scheduled to work more than three (3) consecutive extended tours without days off, except by mutual agreement. Should the Hospital schedule more than three consecutive extended tours, the nurse shall receive premium payment in accordance with Article 14.03 for the entire tour worked.
- (d) Nurses will have at least five (5) consecutive days off at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing. Time off at New Year's shall include New Year's Eve and New Year's Day.
- (e) It is understood that a weekend off consists of at least fifty-six (56) consecutive hours off commencing at 2330 hours Friday to 0730 hours Monday. A tour belongs on the day on which it begins.
- (f) The Hospital will schedule every other weekend off for full-time nurses. Should a nurse work on a second consecutive and subsequent weekend, she/he shall be paid at the rate of time and one-half (1½) for all hours worked on a second and subsequent weekend worked until she/he receives a weekend off save and except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work in writing. The Hospital will provide a copy of the request to the Union; or
 - iii) such weekend is worked as a result of an exchange of shifts with another nurse.

Scheduling Full-Time Only For Extended Tours

- (a) The Hospital will endeavour to schedule nurses for fifty percent (50%) day tours and fifty percent (50%) night tours on each rotation.
- (b) A full-time nurse shall have no less than forty-eight (48) consecutive hours off following night shift to the commencement of another tour. Should the Hospital schedule less than forty-eight (48) hours off, the nurse shall be paid premium payment in accordance with Article 14.03 for the entire tour worked.

Scheduling Part-Time Only

- (a) Part-time nurses will indicate their preference to be scheduled on either extended tours or normal tours (7.5 hours) or a combination of both.

- (b) A nurse shall have at least thirty-two (32) hours off after completion of night shift prior to working a day tour or an evening tour. Should the Hospital schedule less than thirty-two (32) hours off, the nurse shall be paid premium payment in accordance with Article 14.03 for the entire tour worked.

ARTICLE E - VACATIONS

- E-1 Vacation entitlement shall be calculated according to the nurse's anniversary date of hire. The vacation year for scheduling purposes shall be January 1st through December 31st.
- E-2 In reference to Article 16, vacations earned during the period July 1st of the preceding year to June 30th of the current year shall be taken during the period of January 1st of the current calendar year to December 31st of the following calendar year.
- E-3 A quota of nurses allowed off at any one time will be set and reviewed as necessary. Vacation quotas will not be unduly restrictive. Full-time and part-time vacation quotas shall be separate.
- i) The Hospital will continue its present practice of providing updated vacation entitlement on each pay cheque.
- ii) Part-time nurses shall be paid their appropriate vacation pay on each pay cheque.
- E-4 The Hospital will endeavour to ensure that a nurse requesting vacation between Canada Day weekend to Labour Day weekend (PRIME-TIME) of the same calendar year, will receive at least two (2) calendar weeks under the following conditions. The following applies to PRIME TIME only:
- (a) nurses may take two (2) consecutive calendar weeks vacation provided the drop week does not immediately precede or follow the requested vacation.
- (b) A nurse may take two (2) separate calendar weeks' vacation provided the drop week does not immediately precede or follow the requested vacations.
- (c) If the nurse requests one (1) calendar week's vacation with the drop week immediately preceding or following the request, then no further vacation requests for PRIME TIME shall be granted until all other staff requests have been submitted and approved by the requested deadlines.
- (d) If a nurse has two (2) drop weeks during PRIME TIME then only one (1) week's vacation request shall be granted until all other staff requests have been submitted and approved by the requested deadlines.
- (e) Notwithstanding Article 16.10, once PRIME TIME vacation is submitted and approved, it cannot be altered except by extenuating circumstances or mutual consent.

- (f) Absent and/or lieu days cannot be taken with vacation until all nurses have had an opportunity to book vacation.

E-5 The Chief Nursing Officer will make the final decision regarding vacation schedules. Requests will be considered in accordance with seniority if submitted before the posted deadline.

The maximum number of staff to be granted vacation at one time will be posted by the Chief Nursing Officer by January 1st, annually.

There shall be no fewer than one (1) full-time and one (1) part-time nurse off in one unit/department at one time.

NOTE: As per E – Vacations, job sharers are not part of the above.

Nurses unable to complete their requests for vacation time by the deadline will choose an open date after vacation requests meeting the posted deadline have been approved.

E-6 The Hospital will endeavour to accommodate the wishes of the nurses' vacations according to the steps set out below:

Step 1: By January 1st of each year, a twelve (12) month posting of full-time and regular part-time vacation schedules will be posted in the Conference Room on the Inpatient Unit beginning with the first full rotation of each calendar year.

Step 2: By January 15th nurses will document their Round # 1 (choice # 1) vacation request on a Change of Scheduled Time form and submit it to the Office of the Chief Nursing Officer.

Nurses will record the same vacation request on the posted twelve (12) month schedule in pencil as a request only. Nurses making requests must consider the permitted quota of staff off and the requests of more senior nurses when making their requests. A choice can be one (1) calendar week or two (2) consecutive calendar weeks provided the guidelines as set out in E-4 are followed. Once the most senior nurse has made her/his initial first choice, the next senior nurse gets her/his initial first choice and so on until all nurses have made their first round of choices.

Step 3: By January 20th approval shall be granted according to seniority for all Round # 1 (Choice # 1) vacation requests. Once vacation has been approved, it shall be permanently marked in red ink on the same vacation schedule by the nursing office.

Step 4: By January 31st the Round # 2 (Choice # 2) vacation requests must be submitted as in Step 2.

Step 5: By February 5th approval shall be granted according to seniority for Round # 2 as in Step 3.

Note: All other vacation requests after January 31st will be decided on the basis of the dates the requests were submitted.

If vacation is granted and approved over Christmas, it shall be considered Christmas off and the nurse shall be required to be available to work the next Christmas.

E-7 Following a unit posting its vacation schedule as per E-4 and E-6, a nurse, who wishes to reschedule a vacation to a date(s) on which the unit has not reached its vacation quota, shall make a request to the Hospital. It is understood that the Hospital shall not unreasonably deny any request. Any dispute in the schedule of such requests which cannot be resolved between all parties, shall be decided upon the basis of the nurse who first made said request.

E-8 Supplementary Vacation Days

Effective April 1, 2003, nurses who are in receipt of the supplemental vacation bank shall be notified of the number of days in the vacation bank at the initial time of deposit and annually thereafter.

The nurse will have five (5) years or less, depending on the date of their thirty-fifth (35th) year of service, to utilize the supplemental vacation days. The days off may be utilized as individual days off or combined days off and/or in conjunction with their normal vacation entitlement.

Part-time nurses entitled to supplementary vacation pursuant to Article 16.06 of the Central Collective Agreement will request such vacation as per the above. The additional two percent (2%) vacation pay will be paid out within one (1) month of earning the supplemental vacation.

ARTICLE F – STANDBY

F-1 In reference to Article 14.06 and 14.07, in a unit where standby is scheduled, the Hospital will:

- (a) endeavour to equitably distribute standby duty amongst the nurses;
- (b) post standby duty on the work schedule referred to in Article 14.12 (a) and (b), eight (8) weeks in advance;
- (c) Unless mutually agreed between a nurse and the Hospital, a nurse shall not be scheduled to standby duty on days upon which a nurse is scheduled to be off work.
- (d) when a nurse is scheduled for standby on a weekend and is called into work, she or he is considered to be “working” the weekend.

- F-2 Nurses scheduled for standby shall be provided with beepers.
- F-3 Standby schedules will not be reassigned without consultation with the nurse whose schedule is being changed.

ARTICLE G – PAID HOLIDAYS

G-1 With reference to Article 15.01, the designated holidays shall be as follows:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

G-2 Lieu days shall be granted and scheduled at a mutually agreeable time. The Hospital shall endeavour not to schedule the lieu day as a single day unless requested by the nurse.

G-3 There is, in addition to the above, one (1) float day which may be taken at any time of the year.

Nurses required to work on their scheduled float day off shall be paid at the rate of time and one-half (1½) for all hours worked and the nurse may reschedule her/his float day off at a mutually agreed later date.

G-4 It is understood and agreed that a nurse working from 2330 hours on the day immediately prior to the holiday until 2330 hours on the day of the holiday shall be paid at time rate as provided for in Article 15.05 full-time and Article 15.08 part-time. It is also understood and agreed that pay at the regular rate will be received for hours worked after 2330 hours on the day of the holiday.

G-5 If any of the above holidays occurs on a nurse's day off or during a nurse's vacation, another day off in lieu will be granted as agreed upon by the nurse and her or his immediate supervisor.

ARTICLE H – BULLETIN BOARDS

H-1 The Hospital shall provide one (1) bulletin board for the use of ONA within the vicinity of the cafeteria.

H-2 Notices of membership meetings may be posted on unit bulletin boards.

ARTICLE I – MODIFIED WORK

I-1 The Hospital will notify the Bargaining Unit President at the beginning of each month of the names of nurses who have left work in the previous month due to a work related injury or LTD.

- I-2 Prior to any nurse returning to work on a Modified Work Program, the Hospital will notify an Association representative to discuss the circumstances surrounding the nurse's return to suitable work.

ARTICLE J – VIOLENCE IN THE WORKPLACE

J-1 Definition of Violence

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

J-2 Violence Procedures and Policies

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to nurses who have faced violence. The policies and procedures shall be part of the nurse's health and safety policy and written copies shall be provided to each nurse. Prior to implementing any changes of these policies, the Employer agrees to consult with the Association.

J-3 Notification to the Association

The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted, in writing, to the Association as soon as possible.

J-4 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.

J-5 Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained nurses should be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with potentially violent situations.

J-6 Training

The Employer agrees to provide training and information on the prevention of violence to all nurses who come into contact with potentially aggressive persons. This training will be done during a new nurse's orientation and updated as requested by either party.

J-7 Support and Counselling

The Hospital 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.

J-8 Damage to Personal Property

The Hospital shall endeavour to reimburse for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her or his work.

ARTICLE K – EARLY AND SAFE RETURN TO WORK

The Hospital and the Association are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Association agree to cooperate in facilitating the return to work of disabled nurses.

- (a) A Joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One (1) of the Association representatives will be recognized as co-chair. The Committee will meet as required. The Union co-chair, if she/he attends RWC meetings on her/his day off, will receive pay at straight time or time in lieu where possible for hours spent in RWC meetings. Such hours are invisible for the purposes of determining premium.
- (b) A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of her/his ability to return to work including information regarding any restrictions.
- (c) When a returning nurse is in need of a permanent accommodation, the Hospital will notify the Bargaining Unit President and will provide the information obtained under (b) above.
- (d) As soon as practicable, the Committee will meet with the affected nurse to create and recommend a return to work plan.
- (e) In creating a return to work plan, the committee will examine the disabled nurse's abilities and accommodation needs to determine if they can return her to:
 - i) original position;
 - ii) original unit;
 - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
 - iv) alternate positions within nursing outside the original unit.
- (f) In creating a return to work plan, the committee will consider the nurse's abilities and accommodation needs, and if she/he is unable to return to work in accordance with (e) above, the committee will identify any positions in the Hospital in which the nurse may be accommodated.
- (g) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation.

- (h) The parties recognize that more than one (1) nurse may be suitable for a particular position or arrangement. In such cases, the parties agree that in complying with Articles (e), (f) and (g) above, they must balance additional factors including, in no particular order:
- i) skills, ability and experience;
 - ii) ability to acquire skills;
 - iii) path of least disruption to work place;
 - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce;
 - v) seniority.
- (i) When more than one (1) nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in articles (e), (f), (g) and (h) are relatively equal, seniority shall govern.
- (j) The committee will monitor the status of accommodated nurses and status of nurses awaiting accommodation.
- (k) Alternative Placements
- i) Before posting, the Committee will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with article (e).
 - ii) If a vacancy is identified as suitable for accommodation purposes, the Committee may recommend holding the posting and convene meeting of the Committee as soon as possible to determine:
 - (A) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, the safety of the nurses working in the unit, alternative resources, can reasonably accommodate a nurse;
 - (B) whether the posting of the position, under the Collective Agreement between the parties, may be waived;
 - (C) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.
 - iii) When the parties agree to a permanent accommodation, whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
 - iv) The parties may agree to a written agreement for temporary accommodations of extended duration.

- v) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
- (A) the nurse is permanently accommodated in another position or arrangement;
 - (B) the weight of the medical evidence establishes that there is no reasonable prospect of return to her/his original position in the foreseeable future;
 - (C) the Employer may elect to fill the disabled nurse's home position by posting a temporary to permanent vacancy;
 - 1) in so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement.
 - 2) if and when it is confirmed that the disabled nurse cannot return to her/his original position, the position will be filled in accordance with the job posting provisions of the Collective Agreement.
 - 3) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
 - (D) filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

ARTICLE L – MISCELLANEOUS

- L-1 If a full-time nurse requests information with respect to benefit coverage and costs while on a leave of absence, such information will be provided within two (2) weeks of the request.
- L-2 The parties agree that any successful and unsuccessful applicant 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 applicant.
- The parties further agree that the above will be copied to the ONA Bargaining Unit President.
- L-3 When shifts that incur overtime payment are offered, they will be offered, by seniority to qualified regular part-time nurses, and if no regular part-time nurses are available, then by seniority to qualified casual part-time nurses, and if no casual part-time nurses are available, then by seniority to qualified full-time nurses.
- L-4 In accordance with Article 14.09, where a nurse chooses equivalent time off, such accumulated time off must be taken within three (3) months of the initial dated overtime or payment shall be made at the end of those three (3) months.
- L-5 The Employer agrees to provide part-time nurses, who transfer from full-time, with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17, providing they were enrolled in

such coverage at the time of transfer. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums.

Any part-time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to part-time nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

L-6 Any bargaining unit nurse who retires and wishes to participate in the benefits plans as outlined in Article 17.01 (h) will provide advance payment of the benefits either through post dated cheques provided on a yearly basis or through a pre-authorized withdrawal process.

L-7 A seniority list as provided for in Article 10.02 will be compiled and posted on the Association bulletin board by January 15th and July 15th of each year. A copy will be provided to the Association Bargaining Unit President.

ARTICLE M – LEAVES OF ABSENCE

M-1 Leave of absence without pay will be granted to a nurse elected or appointed to the position of Local Coordinator and such leave shall not exceed thirty (30) days annually.

M-2 Leave of absence for Association business as provided for in Article 11.02 shall be granted as requested, provided four (4) weeks' notice is given to the Hospital where possible.

Two (2) nurses may be absent for such leave at the same time. Should a third (3rd) nurse request such leave at the same time, leave will be approved providing adequate replacement staff is available.

The cumulative total days in a calendar year under this Article will not exceed forty-five (45) days. The Association may request that additional days be granted by the Hospital during the calendar year and the Hospital will not unreasonably deny the request.

ARTICLE N – PREPAID LEAVE

N-1 In reference to Article 11.11 (c), it is agreed that one (1) nurse (full-time or part-time) from each nursing unit to a maximum of two (2), shall be allowed off at any one time.

ARTICLE O – JOB SHARERS

- O-1 All such positions shall be considered full-time.
- O-2 (a) Job sharers shall be treated as regular part-time nurses for all purposes, with the exception of scheduling arrangements related to regular part-time staff.
- (b) Job sharers shall have the right to determine which partner works on the scheduled paid holidays. These scheduled paid holidays shall be equitably scheduled amongst the job sharers and, shall not exceed the twelve (12) holidays identified in Article G unless mutually agreed to otherwise.
- If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule the work and the job sharers shall work in accordance with the posted schedule.
- O-3 Two (2) nurses may share one (1) full-time position to a maximum of three (3) position within the Hospital and no more than two (2) in any one unit. Individuals who are presently working full-time and wish to make application to job share shall do so to the Chief Nursing Officer. The applicant's portion of the position will not be posted but the remainder of the position shall be posted as per the Central Collective Agreement.
- O-4 If more nurses in any area make application to job share in that area than is acceptable to the Chief Nursing Officer, the decision as to which jobs is/are to be shared shall be based on seniority.
- O-5 The selection process for applicants to the posted position shall be in accordance with the Central Collective Agreement.
- O-6 If one of the job sharers terminates her/his position or transfers to a different position, the posting of such vacancy will be as per the Central Collective Agreement.
- If a full-time position, which is job shared, reverts to a non-shared full-time position, then the job sharing nurse, if she/he wishes a full-time position, must make application for that full-time position which is job shared as per the Central Agreement, unless she/he was the incumbent of that original full-time position in which case she/he will receive the position and it shall not be posted.
- O-7 Posted schedules for job sharing will be identical to the rotation for the full-time nurse(s) they replace.
- O-8 Total hours worked by one pair of job sharing partners shall equal one (1) full-time position with the expectation that each partner will work at least fifty percent (50%) of the available work time. The division of hours of work shall be determined by mutual agreement between the two (2) nurses and approved by their supervisor. Schedules shall conform with the scheduling provisions of the Collective Agreement. Schedules must be submitted for an eight (8) week period in writing at least one (1) month in advance of that eight (8) week schedule. The supervisor shall be notified in writing at least one (1) week in advance regarding any changes to the schedule.

If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule the work and the job sharers shall work in accordance with the posted schedule.

- O-9 A job sharer's vacant hours of work resulting from leaves of absence or sick leave will be offered to the job sharing partner. If the partner is unable to be contacted or cannot work the vacant hours, the Hospital will schedule such hours in accordance with Hospital policy and the terms of the Collective Agreement. If job sharers cover for each other during vacation, they shall not be part of any vacation quota. If they do not cover for each other for vacation, they become part of the part-time vacation quota.
- O-10 Job sharing shall be implemented and it shall have a trial period of ten (10) months. There shall be an ongoing review of job sharing at Hospital-Association Committee meetings. The results shall be reviewed at a Hospital-Association meeting approximately eight (8) months into the ten (10) month trial period.
- O-11 Should a permanent job sharing arrangement not be established at this time, nurses within job shared positions shall revert to their former positions.
- O-12 Either party may terminate the job sharing program on giving eight (8) weeks notice to the other, in writing, of their desire to terminate. A meeting will be held within two (2) weeks of notice to discuss reasons and implementation.

CHECKED MAR 21 2009

Signed at _____, Ontario, this _____ day of _____, 2009.

FOR THE HOSPITAL

Heidi Weeks
Chief Nursing Officer

John Clarke
CEO

FOR THE ASSOCIATION

[Signature]
Labour Relations Officer

Karen Vollick
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HALDIMAND WAR MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Pay Cheques

The Employer and the Association agree as follows:

1. The nurses at Haldimand War Memorial Hospital will continue to be paid on a bi-weekly basis;
2. A nurse with a payroll error shall be paid in accordance with the current Hospital policy (Policy # PN009) dated January 2004.
3. This Letter of Understanding will be appended to the Collective Agreement negotiated between the parties.

CHECKED MAR 31 2009

Signed at _____, Ontario, this _____ day of _____, 2009.

FOR THE HOSPITAL

Ken Brooks
Chief Nursing Officer

John Clarke
CEO

FOR THE ASSOCIATION

[Signature]
Labour Relations Officer

Raren Vollick
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HALDIMAND WAR MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Certification/Education

The Hospital will continue its present practice, as at September 26, 2002, with respect to certification and recertification courses in ACLS and CPR.

The Hospital will continue its present practice, as at September 26, 2002, with respect to short courses, workshops and seminars.

CHECKED ~~date~~ 31 2009

Signed at _____, Ontario, this _____ day of _____, 2009.

FOR THE HOSPITAL

Jim Hooks
Chief Nursing Officer

John Clarke
CEO

FOR THE ASSOCIATION

John Vance
Labour Relations Officer

Raven Vallich
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HALDIMAND WAR MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Harassment and Discrimination

The parties agree that the Hospital/Association committee may review the Hospital's Harassment and Discrimination Policies and Procedures.

CHECKED MAR 31 2009

Signed at _____, Ontario, this _____ day of _____, 2009.

FOR THE HOSPITAL

Ann Stooks
Chief Nursing Officer
John Clarke
CEO

FOR THE ASSOCIATION

John Kaine
Labour Relations Officer
Garen Vollick
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HALDIMAND WAR MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Accommodation

The Hospital will endeavour to accommodate the two (2) nurses named below by scheduling them for the night shift only, provided the current scheduling practices remain in place.

- 1) Diane King
- 2) Joyce Jones

It is recognized that if the Hospital cannot safely staff the day shift or afternoon shift, the above-named nurses may be required to work such shifts after consultation with the nurse(s).

The above-named nurses shall be scheduled to work one (1) day shift every sixteen (16) weeks in order to facilitate opportunities for In-Services and Evaluations.

This Letter of Understanding shall apply only to the two (2) nurses named herein. Any changes to the Letter of Understanding during the course of the collective agreement requires the consent of all parties.

CHECKED MAR 31 2009

Signed at _____, Ontario, this _____ day of _____, 2009.

FOR THE HOSPITAL

Ken Stocks
Chief Nursing Officer

John Clarke
CEO

FOR THE ASSOCIATION

[Signature]
Labour Relations Officer

Raven Vollick
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HALDIMAND WAR MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Parking

If the Hospital changes the practice of providing free parking to Bargaining Unit Members the proposed rate will be discussed at the Hospital Association Committee. If the Association does not agree with the rate it has the right to grieve.

CHECKED MAR 31 2009

Signed at _____, Ontario, this _____ day of _____, 2009.

FOR THE HOSPITAL

Jan Sevels
Chief Nursing Officer

John Clarke
CEO

FOR THE ASSOCIATION

[Signature]
Labour Relations Officer

[Signature]
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HALDIMAND WAR MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

The nurse assigned for a shift of less than 7.5 hours in the Operation Room (OR) may complete the balance of her 7.5 hour tour in the Emergency Room (ER) only in cases where a casual part time nurse has been scheduled on that day for a tour of less than 7.5 hours in the Emergency Room (ER).

CHECKED MAR 31 2009

Signed at _____, Ontario, this _____ day of _____, 2009.

FOR THE HOSPITAL

John Brooks
Chief Nursing Officer
John Clarke
CEO

FOR THE ASSOCIATION

[Signature]
Labour Relations Officer
Raven Vollick
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HALDIMAND WAR MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Christmas / New Year's Scheduling

Not later than October 1st each year, the Hospital shall meet with the Bargaining Unit President and one other nurse representative to discuss the feasibility of implementing a schedule consisting of 7 ½ hour tours only for the December 15th to January 9th holiday period. If a viable schedule can be devised it will be implemented on a trial basis for the upcoming holiday period. The Hospital reserves the right to revert to the normal 11.25 hour extended tour schedule for subsequent holiday periods if it experiences difficulties with patient care and coverage during the preceding year's trial period.

CHECKED MAR 3 1 2009

Signed at _____, Ontario, this _____ day of _____, 2009.

FOR THE HOSPITAL

Heather Brooks
Chief Nursing Officer

John Clonke
CEO

FOR THE ASSOCIATION

[Signature]
Labour Relations Officer

[Signature]
Bargaining Unit President