

COLLECTIVE AGREEMENT

Between:

HANOVER AND DISTRICT HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

FULL-TIME & PART-TIME

Expiry Date: March 31, 2011

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APPENDIX 3

SALARY SCHEDULE

FULL-TIME & PART-TIME NURSES

Classification: Charge Nurse

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	27.24	28.06	28.90
1 Years	28.35	29.20	30.08
2 Years	29.81	30.70	31.62
3 Years	31.27	32.21	33.18
4 Years	32.82	33.80	34.81
5 Years	34.63	35.67	36.74
6 Years	36.50	37.60	38.73
7 Years	38.38	39.53	40.72
8 Years	40.99	42.22	43.49
25 Years	41.82	43.07	44.36

APPENDIX 3**SALARY SCHEDULE****FULL-TIME & PART-TIME**

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

Classification - Registered Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

NOTE 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

(Articles 19.01(b) and 19.01 (c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits.

Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

APPENDIX 3

SALARY SCHEDULE

FULL-TIME & PART-TIME

Classification - Graduate Nurse

The regular straight time rates for all full-time & part-time nurses shall be as follows:

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	25.40	26.16	26.94
1 Years	25.87	26.65	27.45

APPENDIX 4
SUPERIOR CONDITIONS
FULL-TIME

SICK LEAVE CREDITS

The sick leave credits for nurses employed prior to April 1, 1982 are retained in a sick leave bank and have been converted to a dollar amount based on the nurse's hourly rate as of March 31, 1982.

On termination of employment, if not for cause, one-half ($\frac{1}{2}$) of the dollars in the sick leave bank held to the nurse's credit, to a maximum equivalent of thirty (30) days pay based on the daily rate of the nurse in effect March 31, 1982, will be paid to the nurse.

SUPERIOR CONDITIONS - PART-TIME

VACATION

All part-time nurses shall be entitled to vacation pay based on the applicable percentage provided in accordance with the vacation entitlement of full-time nurses, of their gross earnings in the preceding year.

Five (5) week entitlement - ten percent (10%) after fifteen (15) years of service.

APPENDIX 5

LOCAL ISSUES

Between:

HANOVER AND DISTRICT HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

FULL-TIME & PART-TIME

Expiry Date: March 31, 2011

APPENDIX 5

LOCAL ISSUES

ARTICLE A – RECOGNITION

A – 1 FULL-TIME:

The Hospital recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all full-time registered and graduate nurses employed in a nursing capacity by Hanover and District Hospital, Hanover, Ontario, save and except Patient Care Managers and persons above the rank of Patient Care Managers.

PART-TIME:

The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses who are regularly employed to work less than the normal full-time hours per week in a nursing capacity by Hanover and District Hospital, Hanover, save and except Patient Care Managers and persons above the rank of Patient Care Manager.

ARTICLE B - ASSOCIATION REPRESENTATION

B - 1 The number of nurse representatives will be four (4) nurses.

B - 2 There shall be a grievance committee composed of three (3) nurses.

B - 3 The Hospital-Association Committee shall be composed of three (3) representatives of the Association and three (3) representatives of the Hospital. The Committee may be expanded by mutual consent.

B - 4 There shall be a Negotiating Committee composed of three (3) nurses.

Where a nurse on the Negotiating Committee is scheduled to work the night tour immediately prior to the day tour on which negotiations take place, her/his scheduled tour for that day will be changed from the night tour to the day tour. Where a nurse on the Negotiating Committee is scheduled to work the evening tour on the day which negotiations take place, her/his scheduled tour for that day will be changed from the evening tour to the day tour.

B – 5 There shall be a Professional Development Committee composed of three (3) Association representatives and three (3) Hospital representatives.

B - 6 Part-Time nurses shall be represented in accordance with the provisions of Article B - 1 to B - 4. It is further agreed that the Employer acknowledges the right of the Association to have Part-Time nurse representatives on each Committee provided for in Article B - 1 to B - 4. The total members on the respective Committees will not exceed those listed in Article B.

ARTICLE C - ASSOCIATION INTERVIEW

C - 1 The Hospital agrees to allow a representative of the Association a pre-determined scheduled time period during the Orientation Program to meet newly hired nurses. Should there be any change in the scheduled time period, the Hospital will notify the Association representative in advance of the change.

The Employer will notify the Bargaining Unit President, at the time of hire, in writing the names of all newly hired nurses and their area of assignment. The Employer will provide new nurses with an information sheet (to be provided by the Bargaining Unit), which details the names and telephone numbers of ONA representatives.

ARTICLE D - MANAGEMENT RIGHTS

D - 1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses provided that a claim of discharge, discipline or suspension without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

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

ARTICLE E - SENIORITY LIST

E – 1 In accordance with Article 10.02 of the Collective Agreement, a seniority list will be filed with the President of the Local by March 1st and September 1st.

E - 2 For purposes of determining a full-time nurse's seniority date, all hours worked by the nurse in a part-time capacity shall be converted on the following basis:

Up to March 1, 1985	-	1800 hours	= 1 full-time year
March 1, 1985 to June 1, 1986	-	1650 hours	= 1 full-time year
From June 1, 1986	-	1500	= 1 full-time year

E - 3 With reference to Article 10.02(b) (iii) of the Central Document, seniority for part-time nurses shall commence with the date of employment.

With reference to Articles 10.08(a) and (b), a full-time staff nurse position shall not be deemed to be a position outside the bargaining unit for purposes of this Article.

ARTICLE F - ASSOCIATION LEAVE

F - 1 In accordance with Article 11.02 of the Full-Time and Part-Time Collective Agreement, the cumulative total leave of absence shall be thirty-five (35) days per calendar year for all nurses.

F - 2 Should the Local Co-ordinator be an employee of the Hospital, she/he shall be provided with the required leave of absence days to perform that function provided that the aggregate total number of days does not exceed fifty (50) in one (1) year in combination with F-1 above.

ARTICLE G - SCHEDULING REGULATIONS

G - 1 The Hospital agrees to maintain the following regulations in the formulation of working schedules for shifts of seven and one-half (7 ½) hours or less:

- (a) The day shift shall be the first [1st] shift of the day.
- (b) Nurses will not be scheduled to work more than seven (7) consecutive days.
- (c) Work schedules will be posted six (6) weeks in advance and cover a six (6) week period.

Proposed Master Rotations will be developed by each Patient Care Manager jointly with the nursing staff on her/his unit, and must be reviewed by the Hospital-Association Committee prior to implementation.

(d) No split shifts.

(e) Full-Time:

The Employer shall ensure each nurse two (2) weekends off in four (4) weekends and will endeavour to provide one (1) weekend off in two (2) weekends.

Part-Time:

The Employer shall ensure each nurse at least three (3) weekends off out of six (6) weekends, unless otherwise mutually agreed between the nurse and the Employer.

- (f) Request for change in posted time schedules shall be arranged by the nurse and the nurse willing to exchange days off or tours of duty and be approved by the Patient Care Manager or delegate prior to change occurring. Such request initiated by the nurse shall not result in overtime compensation. Such requests shall not be unreasonably denied.
- (g) The schedule shall provide a minimum of twenty-four (24) hours between the starting time of one scheduled shift and the starting time of the next scheduled shift when changing shifts.
- (h) The regular schedule shall provide for a minimum of forty-seven (47) hours time off when the tour of duty is changed following night duty provided the nurse has worked a minimum of two (2) consecutive night tours.
- (i) A weekend is defined as being fifty-six (56) consecutive hours off between the completion of the Friday day shift and the commencement of the Monday day shift. For clarity, weekends for extended tour areas begin at 1930h on Friday.

A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third [3rd] and subsequent consecutive weekend, save and except where:

- 1) such weekend has to be worked by the nurse to satisfy days off requested by the nurse;
- 2) such nurse has requested weekend work;
- 3) such weekend is worked as a result of an exchange of shifts with another nurse.

(j) Full-Time:

A nurse may request to work:

- 1) two shifts, either days and evenings or days and nights; OR
- 2) the afternoon or the night shift on a permanent basis.

Such a request will not be unreasonably denied. Conflicts in requests shall be resolved in accordance with hospital-wide seniority within the nursing unit.

Part-Time:

- (1) Where a part-time nurse makes a request to work on a specific tour (other than the day tour) on a permanent basis, the nurse's request shall be granted, wherever possible.
- (2) The Hospital will endeavour to distribute pre-scheduled day tours as equitably as possible among those nurses who rotate onto the day tour. The Hospital may take into account matters such as normal ward assignments, as well as the other provisions of the scheduling regulations, in distributing pre-scheduled day tours in accordance with this provision.
- (3) The Hospital will distribute pre-scheduled tours as equitably as possible among the nurses on the nursing unit. Where extra non-premium tours become available, the Hospital will offer those tours to nurses on the unit on the basis of seniority up to their commitment. Thereafter, the extra tours will be offered to all regular part-time nurses on the basis of Hospital wide seniority. If no regular part-time nurses are available, casual part-time nurses will be offered the work in order of seniority. Unit refers to:
 - i) ACUTE CARE
 - ii) Emerg/Critical Care
 - iii) OR/Recovery/Day Surgery
 - iv) Dialysis
 - v) Day Hospital

(4) Part-Time Commitment

A regular part-time nurse is committed to be:

- (a) available to be scheduled thirty (30) hours per pay period;
- (b) available to work weekends as required in G - 1 (e);
- (c) available to work either Christmas time or New Year's period as defined in G - 1 (k).

Casual Part-Time

Casual part-time nurses will be offered tours in order of seniority.

- (k) A nurse will be scheduled off work not less than five (5) consecutive days at either Christmas or New Year's except in areas which are not normally required to work on weekends and Paid Holidays.

Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve Day and New Year's Day. Only scheduling regulations b), e) and i) will be waived between December 15th and January 5th to accommodate this special arrangement.

- (l) Nurses shall have the right to alternate having Christmas and New Year's off.
- (m) The above scheduling regulations may only be waived upon agreement of the nurse, a group of nurses, the Hospital and the Labour Relations Officer.
- (n) For the purpose of clarity, the normal daily tours are:
 - Day Tour - 0730 Hours to 1530 Hours
 - Evening Tour - 1530 Hours to 2330 Hours
 - Night Tour - 2330 Hours to 0730 Hours

For the purpose of clarity, the weekend premium, as specified in Article 14.15 of the Collective Agreement, will be paid for all time worked during the period 2330 hours Friday and 2330 hours Sunday.

- G - 2 The Hospital's current practice for scheduling of meal periods and relief periods shall continue during the life of this Collective Agreement.
- G - 3 Nurses who choose to take time off in lieu of payment of overtime, may accumulate up to thirty (30) hours to be taken at a mutually agreeable time between the nurse and the manager. Hours in excess of the thirty (30) hours will be automatically paid out at the appropriate rate. However, if special circumstances exist, a nurse may make a written request to the Hospital to take time off in lieu of payment to a maximum of seventy-five (75) hours. Such requests shall not be unreasonably denied.

ARTICLE H - DESIGNATED HOLIDAYS

- H - 1 In accordance with Article 15.01 of the Collective Agreement, the designated holidays are as follows:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
2 nd Monday in June	Boxing Day
Canada Day (July 1 st)	
Civic Holiday	

When a statutory holiday is on extended tour the remainder of the shift shall be made up of compensating time off. Absent time shall not be used until compensating time is exhausted.

- H - 2 Full-Time:

Where a nurse is pre-scheduled off on a weekend the Employer will endeavour to schedule the nurse off on the Paid Holiday in conjunction with that weekend without altering the rotation.

Part-Time:

Where a nurse is pre-scheduled off on a weekend the Employer will endeavour to schedule the nurse off on the Paid Holiday in conjunction with that weekend. As well, if a nurse is pre-scheduled to work on a weekend the Employer will endeavour to schedule the nurse to work on the Paid Holiday in conjunction with that weekend.

- H - 3 The first [1st] tour of the day for holiday purposes shall be the tour where the majority of hours fall on the actual calendar day.
- H - 4 Nurses working Extended Tours shall have the option of saving holiday pay from three (3) designated days to be taken as two (2) extended tours off. Accumulated banked lieu days may be taken during July and August if sufficient staff are available to cover the requested time off.
- H - 5 For the purposes of those units where Extended Tours are worked, payment of premium pay shall be made for all hours worked from midnight to midnight on the Holiday.
- H - 6 Where a nurse qualifies for a day off in lieu from working a designated holiday in accordance with Article 15.05, such day shall be mutually agreed upon by the nurse and the Nurse Manager. The day so agreed upon must be taken within forty-five (45) calendar days prior to or after the actual holiday. However, if special circumstances exist, a nurse may make written request to the Hospital to extend the forty-five (45) calendar day period. Such requests shall not be unreasonably denied. Designated holidays that cannot be so scheduled will be paid out.

ARTICLE I – VACATIONS

- I - 1 The Hospital will give consideration to the nurses' preferences as to the timing of their vacation, however, where more nurses have indicated preference for the same period of time than the Hospital can reasonably grant, preference for choice of vacation period shall be granted in order of seniority. Vacation requests will not be unreasonably denied.
- 1 – 2 All requests for vacation for the period June 1st through September 15th inclusive must be submitted in writing by April 1st of each year. Such requests shall be processed and posted by May 1st, and this will not be a violation of Article G-1 (c). Where two or more nurses have requested the same vacation period off, seniority shall prevail, provided that nurses have submitted their requests on the appropriate form in accordance with this article. Once posted, the vacation schedule shall not be changed without mutual consent of the nurse and the manager. All vacation must be used in vacation year unless special circumstances which require approval by CEO.
- 1 – 3 Vacation requests submitted after April 1st, and for all vacation outside the June 1st to September 15th period, will be considered in the order in which they are received, except when more than one request for the same period is received on the same day and then seniority shall prevail. Requests for vacation outside the June 1st to September 15th period must be submitted in writing and will be responded to, in writing, within fourteen (14) days.

- I - 4 In accordance with Article 16.01 of the Collective Agreement all part-time nurses shall be entitled to vacation pay based on length of service with the Hospital.
- I - 5 The conversion factor for vacation leave shall be as follows:
- | | | |
|-------------------------------|---|-------------|
| Up to March 1, 1985 | - | 1800 hours |
| March 1, 1985 to June 1, 1986 | - | 1650 hours |
| From June 1, 1986 | - | 1500 hours. |
- I - 6 The Hospital shall continue its practice of paying vacation pay in each pay.

ARTICLE J - BULLETIN BOARDS

- J - 1 The Hospital will provide bulletin board space for the sole purpose of posting notices regarding meetings and other matters of the Association.

ARTICLE K - PRE-PAID LEAVE

- K - 1 Pre-Paid Leave Plan

The number of full-time/part-time nurses eligible to participate in the pre- paid leave plan in any given year as referred to in Article 11.11 will be at least one (1) full-time and one (1) part-time nurse per grouping as listed below. It is understood that the Hospital, at its discretion, may grant leave in excess of the numbers referred to above.

The grouping of Nursing Units referred to will be:

Acute Care
Emergency/Critical Care
Day Hospital/OR Recovery/Dialysis/Day Surgery

ARTICLE L - EXTENDED TOURS

- L - 1 Extended Tours shall be introduced into any unit when:
- (a) Eighty percent (80%) of the full-time and part- time nurses in the unit who vote so indicate by secret ballot; and
 - (b) The Hospital agrees to implement extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- L - 2 Extended tours may be discontinued in any unit when:
- (a) Fifty-one percent (51%) of the full-time and part- time nurses in the unit who vote so indicate by secret ballot; or
 - (b) The Hospital because of:

- 1) adverse effect on patient care
- 2) inability to provide a workable staffing schedule

states its intention to discontinue extended tours in the schedule.

L - 3 When notice of discontinuation is given by either party in accordance with paragraph (2) above then:

- (a) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (b) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

The voting procedure by which the decisions to implement or discontinue the extended tours shall be established by agreement between the Association and the Employer.

ARTICLE M – MISCELLANEOUS

M - 1 Scrub Uniforms

The Hospital shall provide and launder scrub uniforms to nurses assigned to the OR and Recovery.

M - 2 Work Related Injuries, WSIB and LTD

- (a) The Hospital will notify the Local President of the names of all nurses off work due to a work related injury or when a nurse goes on LTD.
- (b) When it has been medically determined that an employee is unable to return to full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and the local representative to discuss the circumstances surrounding the nurse's return to suitable work.
- (c) The Hospital agrees to provide the nurse with a copy of the Workers' Compensation Board's Form 7 at the same time as it is sent to the Board. Nurses may provide a copy of the Form 7 to the Local Representative, if they wish.

M - 3 Pursuant to Article 10.06 (d) and in accordance with that provision, the parties agree that full-time may be considered for temporary full-time vacancies on the same basis as regular part-time nurses.

M - 4 Nurses who report sick will endeavour to notify the Hospital at least by 0600 hours before the start of the day shift and at least by 1300 hours before the start of the evening shift and 1400 hours before the start of the night shift.

ARTICLE N - ALTERNATE SCHEDULING

N - 1 Job Sharing

It is agreed and understood that no more than two (2) full time positions or one-third (1/3) of the full-time positions, whichever is greater on each unit/department, shall be open to a potential job sharing arrangement.

If the parties mutually agree to implement a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions will apply, unless otherwise agreed by the parties.

- (a) The job shared position shall be full-time. The nurses occupying the positions shall be considered part-time with all rights and privileges of part-time nurses under this Collective Agreement.
- (b) Total hours worked by the job sharers shall equal one full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two nurses and the Patient Care Manager of the unit. Job sharers shall not be requested to work any tours outside of the tours of the full-time position, except where no other qualified part-time nurses are available.
- (c) Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
- (d) 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 Patient Care Manager must be notified to arrange coverage. Job sharers are not required to cover for their partner in the event of extended absence.
- (e) Vacation, Pregnancy & Parental Leave and other Leaves of Absence pursuant to Article 11 of the Full-Time and Part-Time Collective Agreements.

In the event that one member of a job sharing arrangement goes on any of the above Leaves of Absence, the coverage will be negotiated with the Patient Care Manager, but it is hoped that the remaining member of the arrangement would be prepared to cover the Leave of Absence as much as possible.

(f) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

- (g) An incumbent full-time nurse wishing to share her/his position may do so without her/his half of the position being 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.

- (h) If one (1) of the job sharers leaves employment with the Hospital, or leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared arrangement will revert to a full-time position. The remaining nurse will have the option of continuing in the full-time position. If she/he does not continue, the position must be posted according to the Collective Agreement.

- (i) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

- N - 2 The Hospital will endeavour to provide equal distribution of hours to be worked by part-time nurses, who work in areas where they are scheduled to work less than 7.5 hours per day.

ARTICLE O – VIOLENCE

- O - 1 The Employer agrees that no form of verbal, 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.
- O - 2 The parties agree that if incidents involving aggressive client 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 presented in that forum.
- O - 3 The Hospital agrees to review the existing policy on Staff Abuse with the Association.

SIGNING PAGE – LOCAL ISSUES

Dated at Hanover, Ontario this 4th day of Nov, 2008.

FOR THE EMPLOYER:

[Signature]
Union

FOR THE ASSOCIATION:

[Signature]
Labour Relations Officer
Ruth Myers BUP
[Signature]
Barbara Hauck

LETTER OF UNDERSTANDING

Between

HANOVER AND DISTRICT HOSPITAL
[hereinafter referred to as the "Hospital"]

- and -

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

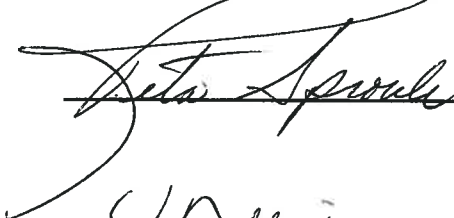
Re: Responsibility Pay


With reference to Article 19.04 (d) of the Collective Agreement, the allowance will be paid to the nurse assigned the additional responsibility in the following areas:

- | | |
|--------------------|-------------------------|
| 1) Dialysis | 4) Unit 2 including OBS |
| 2) Emergency & ICU | 5) Day Surgery |
| 3) Unit 1 | 6) OR/RR |
| | 7) Day Hospital |

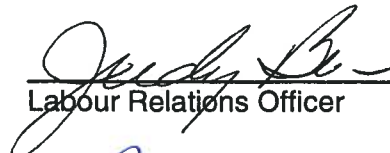
DATED AT Hanover, Ontario this 21st day of November, 2007.
Renewed this 4th day of Nov, 2008.


FOR THE EMPLOYER:







FOR THE ASSOCIATION:



Labour Relations Officer






LETTER OF UNDERSTANDING

Between:

HANOVER AND DISTRICT HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

Re: Abuse of Staff

The Hospital will undertake to provide a workplace which is free from the threat of verbal, physical, sexual and psychological abuse.

Definitions: As outlined in the Hospital Policy #920


Protocol:

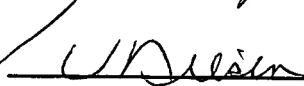
- 1) Abuse of staff members will not be tolerated.
- 2) Staff members have the right to be informed of the aggressive potential of clients. This will be recorded on the Kardex.
- 3) All staff members are required to report immediately to their supervisor if they are involved in, or a witness to, alleged/actual staff abuse. If the nurse cannot contact her/his immediate supervisor, the nurse should proceed to contact the next level of supervisor until someone in management has been informed.
- 4) Hanover and District Hospital will investigate all reports of alleged/actual abuse.
- 5) All documentation of an alleged/actual abuse incident will use descriptive and precise language, free from opinion and conjecture.
- 6) Appropriate support, including referral for counselling and/or legal assistance will be available for nurses affected by abusive incidents. In addition, the abused nurse will be entitled to reimbursement for any actual damage suffered, such as broken glasses or torn clothing.

DATED AT Hanover, Ontario this 21st day of November, 2007.

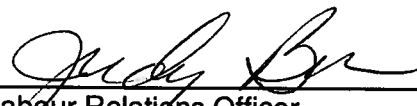
Renewed this 4th day of Nov, 2008.

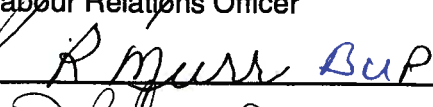
FOR THE EMPLOYER:






FOR THE ASSOCIATION:



 Labour Relations Officer




LETTER OF UNDERSTANDING

Between:

HANOVER AND DISTRICT HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

Re: Extended Tours (10-Hour and 12-Hour Tours)

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

the Employer agrees to implement extended tours, such agreement shall not be unreasonably withheld.
- (b) Extended tours may be discontinued in any unit when:
- i) sixty percent (60%) of the employees in the unit so indicate by secret ballot; or
 - ii) the Employer, because of
 - A) adverse effects on patient care;
 - B) inability to provide a workable staffing schedule, or;
 - C) the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended tours in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the extended tours will be discontinued affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (d) The following regulations shall govern the scheduling of work for employees working extended tours:
- i) The employer shall ensure each employee every second (2nd) weekend off.
 - ii) Employees shall not be required to work more than three (3) consecutive shifts.
 - iii) The shift shall be eleven and one-quarter (11.25) consecutive hours in any

twenty-four (24) hour period exclusive of a total of forty-five (45) minutes unpaid meal break and inclusive of a total of forty-five (45) minutes of relief breaks during the shift.

- iv) nurses working 10 hour tours are entitled to unpaid meal periods totaling 45 minutes and paid rest periods totaling 30 minutes.
- v) all other scheduling regulations which apply to employees working the regular daily tour as provided in Article G – 1.

Dated and signed at Hanover, Ontario this 21st day of November, 2007.
Renewed this *4th* day of *Nov*, 2008.

FOR THE EMPLOYER:

[Signature]

[Signature]

FOR THE ASSOCIATION:

[Signature]

Labour Relations Officer
[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

HANOVER AND DISTRICT HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

Re: 2 Day/2 Night/5 Off Scheduling Agreement

2 Day/2 Night/5 Off Schedule shall be introduced into any unit when:

- i) eighty percent (80%) of the employees in the unit so indicate by secret ballot; and
- ii) the Employer agrees to implement 2 Day/2 Night/5 Off tours; such agreement shall not be unreasonably withheld.

IMPLEMENTATION

The Parties agree to implement 2 Day/2 Night/5 Off scheduling subject to Article L of the Local Agreement and the following terms and conditions:

- (a) The parties agree that all units wanting to work 2D/2N/5Off rotations will have new schedules created and posted two (2) weeks prior to voting for viewing.
- (b) At any meetings with the Employer to discuss the 2 Day 2Night/ 5Off schedule at least two bargaining unit members one of which shall be from the Bargaining Unit Executive, will be in attendance.
- (c) Nurses will not be required by the Hospital to work more than four (4) consecutive tours. If a nurse works a fifth (5) consecutive tour, she/he will receive pay at time and one half unless it is the result of a shift exchange or some other issue initiated by the nurse.

In order to achieve one thousand nine hundred and fifty (1950) hours per year a nurse must work an additional 22.50 hours or 2 shifts every nine weeks. The hospital will book the additional hours based on the Nurse's stated availability. Nurses must make themselves available to work their required additional shift(s) on both day and night shifts. If the nurse does not provide the required availability for these required additional shift(s), the Manager will book the shifts in compliance with the scheduling provisions of Article G of the Local Agreement. The Nurses may choose to use vacation, stats or lieu time to satisfy the additional hours. These additional shifts will be marked on the schedule.

- (d) A nurse will receive premium payment in accordance with Article 14.15 for all hours worked on a weekend.

As per Article G of the Local Agreement:

A weekend is defined as being fifty-six (56) consecutive hours off between the completion of the Friday day shift and the commencement of the Monday day shift. For clarity, weekends for extended tour areas begin at 1930h on Friday

- (e) If a Nurse is required to work on a fourth (4th) and subsequent consecutive weekend, she/he will receive premium payment as defined in the Central Agreement for all hours worked on that weekend save and except where:
- i) Such weekend has been worked by the Nurse to satisfy specific days off required by such Nurse; or
 - ii) Such Nurse has requested weekend work; or
 - iii) Such weekend work is worked as the result of an exchange of shifts with another Nurse.

DISCONTINUATION

- (a) 2 Day/2 Night/5 Off may be discontinued in any unit when:
- (i) The nurses may make requests in writing to the Manager, copied to the Union that a vote is taken to discontinue the 2 Day 2 Night / 5 Off Schedule. The written request must be signed by a minimum of fifty (50%) percent of the nurses working the 2 Day 2 Night/5 Off Schedule.

The 2 Day 2 Night/5 Off Schedule will be discontinued in a unit if there is a vote of sixty (60%) percent of the nurses working the 2 Day 2 Night/5 Off schedule.
 - (ii) the Employer, because of
 - (a) adverse effects on patient care;
 - (b) inability to provide a working staffing schedule; or
 - (c) the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended tours in the schedule.

When notice of discontinuation is given by either party in accordance with paragraph (a) above then;

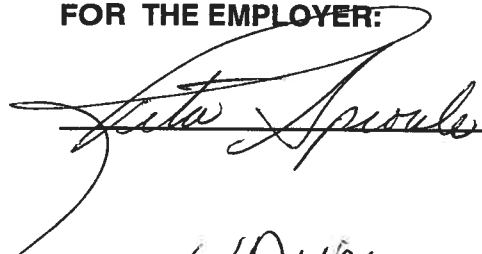
- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation;


- (ii) where it is determined that the 2 Day/2 Night/5 tours will be discontinued affected employees shall be given sixty (60) days notice before the schedules are so amended.

It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.


DATED AT Hanover, Ontario this ~~4th~~ day of *Nov*, 2008.

FOR THE EMPLOYER:





FOR THE ASSOCIATION:



Labour Relations Officer
