

COLLECTIVE AGREEMENT

Between:

WEST HALDIMAND GENERAL HOSPITAL  
(Hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION  
(Hereinafter called the "Association")

EXPIRY: March 31, 2011

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**APPENDIX 3 - SALARY RATES****Graduate Nurse**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$32.26	\$33.23	\$34.23
1 Year	\$32.61	\$33.59	\$34.60
2 Years	\$32.96	\$33.95	\$34.97
3 Years	\$34.46	\$35.49	\$36.55
4 Years	\$36.19	\$37.28	\$38.40
5 Years	\$37.91	\$39.05	\$40.22
6 Years	\$39.64	\$40.83	\$42.05
7 Years	\$41.36	\$42.60	\$43.88
8 Years	\$43.09	\$44.38	\$45.71

**Registered Nurse**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>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 Yrs.Experience	\$40.00	\$41.20	\$42.44

**Instructor**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$30.32	\$31.23	\$32.17
1 Year	\$30.72	\$31.64	\$32.59
2 Years	\$31.15	\$32.08	\$33.04
3 Years	\$32.67	\$33.65	\$34.66
4 Years	\$34.14	\$35.16	\$36.21
5 Years	\$36.01	\$37.09	\$38.20
6 Years	\$37.89	\$39.03	\$40.20
7 Years	\$39.82	\$41.01	\$42.24
8 Years	\$42.65	\$43.93	\$45.25
25 Yrs.Experience	\$43.40	\$44.70	\$46.04

**Team Leader**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$27.32	\$28.14	\$28.98
1 Year	\$27.60	\$28.43	\$29.28
2 Years	\$29.18	\$30.06	\$30.96
3 Years	\$30.63	\$31.55	\$32.50
4 Years	\$32.06	\$33.02	\$34.01
5 Years	\$33.87	\$34.89	\$35.94
6 Years	\$35.67	\$36.74	\$37.84
7 Years	\$37.49	\$38.61	\$39.77
8 Years	\$40.15	\$41.35	\$42.59
25 Yrs.Experience	\$40.86	\$42.09	\$43.35

**APPENDIX 5**

**APPENDIX OF LOCAL PROVISIONS**

**ARTICLE A - RECOGNITION AND DEFINITIONS**

- 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 Hospital save and except Head Nurses and persons above the rank of Head Nurses.
- A-2            The expression "immediate supervisor" when used in this Agreement shall mean the Head Nurse or the first supervisory level excluded from the bargaining unit.

**ARTICLE B - MANAGEMENT RIGHTS**

- B-1            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:
1.            Maintain order, discipline, efficiency and quality patient care;
  2.            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;
  3.            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;
  4.            Determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
  5.            Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses and the regulations to be observed by the nurses shall not be inconsistent with the provisions of this agreement.
- B-2            These rights shall be exercised in a manner consistent with the provisions of this agreement.

**ARTICLE C - REPRESENTATION AND COMMITTEES**

- C-1            Nurse Representatives
- There shall be not more than two (2) Nurse Representatives.

C-2 Grievance Committee

This committee shall be composed of not more than two (2) nurses.

C-3 Negotiating Committee

This committee shall be composed of not more than three (3) nurses.

C-4 Hospital-Association Committee

This committee shall be composed of not more than three (3) nurses and not more than three (3) Hospital representatives. Each party may have alternates to replace a member from time to time.

C-5 In reference to Article 6.03 (e), the bargaining unit will notify the Hospital in advance of each meeting which two (2) Committee representatives will be paid per meeting.

C-6 Professional Development Committee

In accordance with Article 9 the number of representatives on the Professional Development Committee shall be 4 representatives from the Association and 4 representatives of the Hospital.

C-7 The Employer will pay the Bargaining Unit President or designates at her/his straight time hourly rate for all time spent attending prearranged meetings with the Employer outside her/his regularly scheduled hours.

**ARTICLE D - SENIORITY LIST**

D-1 A seniority list as provided for in Article 10.02 will be compiled during January and July of each year, and will be posted on the Association bulletin board.

**ARTICLE E - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS**

E-1 Leave of absence for Association business as provided for in Article 11.02 shall be granted as requested provided six (6) weeks notice is given to the Hospital, where possible.

Two nurses shall be absent for such leave at the same time. Should a third nurse request such leave at the same time, leave will be approved providing adequate replacement staff is available.

E-2 Leave of Absence for Association Business

As per Article 11.02, the Hospital agrees to grant leaves of absence, to a maximum of thirty (30) days per calendar year, without pay to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

E-3 As per Article 5.06, an officer of the union or union representative, will be scheduled for a period of up to thirty (30) minutes during the general hospital orientation to provide information to newly hired nurses about the Ontario Nurses' Association.

**ARTICLE F - HOURS OF WORK**

F-1 Full-Time And Part-Time Scheduling Provisions

The following scheduling provisions apply to tours of seven and one half hours and extended tours:

- (a) Schedules shall be posted no less than twenty-eight (28) days in advance. Once posted, this schedule shall not be changed without the nurse being notified.
- (b) Requests for change in posted time schedules must be submitted in writing and cosigned by a nurse willing to make the exchange. The request is subject to approval by the Hospital and will not be unreasonably denied. The exchange shall not in any event result in premium or overtime payment by the Hospital. The exchange must be made during the period of time covered by the posted work schedule. Such exchanges can occur between full-time and part-time nurses on the same unit.
- (c) Lieu time off as provided for in Article 14.09 shall be scheduled at a mutually agreeable time between January 10 and December 14, exclusive of the months of July and August.
- (d) Where a tour becomes available and no regular part-time or casual nurse is available to fill the tour without incurring overtime payment, the tour will first be offered to part-time nurses in accordance with seniority and availability and if no part-time nurse is available, then the tour will be offered to full-time nurses on a rotational seniority basis.

The tour offered will be for the full hours of the tour. If a part time nurse is only available to work part of the tour then the tour will be offered to the next part time nurse in accordance with seniority as above until a part time nurse is available to cover the full tour. If no one is available for the full tour only then will it be offered to a part time nurse who is able to work part of the tour and to another part time nurse who is able to work the remaining hours.

If this does not result in all of the tour being covered then the remaining hours will be offered to a full time nurse on a rotational seniority basis.

If no part time nurse was available to cover any of the hours, then the full tour will be offered to full time nurses on a rotational seniority basis and the

process outlined above for part time nurses will then be followed for full time nurses.

- (e) i) These scheduling objectives 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. The definition of time at Christmas is agreed to as: December 24<sup>th</sup> (Day, Evening and Night tours), December 25<sup>th</sup> (Day, Evening and Night tours) and December 26<sup>th</sup> (Day, Evening and Night tours).

The definition of time at New Year's is agreed to as: December 31<sup>st</sup> (Day, Evening and Night tours), January 1<sup>st</sup> (Day, Evening, Night tours). The Employer shall advise each nurse of these days four (4) weeks in advance. This provision shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

- ii) Christmas time schedules will be posted eight (8) weeks prior to the commencement of the Christmas time period. (December 15<sup>th</sup> to January 9<sup>th</sup>).

(f) Weekend Premium

In reference to Article 14.15, weekend premium will be paid for each hour worked between 2300 hours Friday and 2300 hours Sunday.

(g) Shift Premium

In reference to Article 14.10, an evening shift shall be all hours worked between 1500 and 2300 hours and a night shift shall be all hours worked between 2300 and 0700 hours.

F-2 Full-Time Scheduling Provisions For Seven And One-Half Hour Tours

The Hospital agrees to the following conditions in the formulation of working schedules for full time nurses:

- (a) The Hospital agrees to implement schedules providing for every second weekend off for nurses. Should nurses opt to discontinue the Extended Tour rotation and should the Hospital or the Association not be able to provide an eight hour schedule for every second weekend off, without resulting in additional cost to the Hospital; the parties agree to revert to at least two (2) weekends off in five (5) for the remainder of the Collective Agreement Term. A nurse will 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; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another nurse.

It is understood that a weekend consists of at least fifty-six (56) consecutive hours off commencing at 2300 hours Friday to 0700 hours Monday. A tour belongs to the day on which it begins.

- (b) at least four (4) days off will be scheduled in each two (2) week period.
- (c) A nurse will not be scheduled to work more than seven (7) consecutive tours in a row except by mutual consent.
- (d) At least sixteen (16) consecutive hours off between tour changes and at least forty-eight (48) consecutive hours off following five (5) or more night or evening tours to the commencement of another tour.
- (e) A nurse will receive premium payment as provided for in Article 14.03 for all hours worked where any of the scheduling provisions are violated in F-2 (b) (c) and (d) above.
- (f) The Hospital will endeavour to schedule nurses for fifty percent (50%) day tours and fifty percent (50%) evening or night tours on each rotation.

### F-3 Part-Time Availability For All Tours

Nurses employed on a regular part-time basis shall be available to work as required by the Hospital on the following basis:

- (a) eleven (11) calendar months of the year which must include two (2) of the following three (3) months; December, July, August;

Note: Nurses with 10% and 12% vacation entitlement will have their non-availability increased to five (5) and six (6) weeks respectively.

- (b) at least two (2) weekends in six (6);
- (c) two (2) tours per week. If such tours are on the weekend they shall be consecutive.
- (d) A regular part-time nurse may consent to be scheduled up to three tours per week. When such consent is given, the nurse may revoke her consent by giving at least one month's written notice.
- (e) December 24, 25 and 26 or December 31 and January 1.
- (f) four (4) additional recognized holiday weekends during the year.
- (g) Part-time nurses shall submit availability at least fourteen (14) days prior to the next posted schedule. Regular part-time nurses shall then be pre-scheduled on an equitable basis first, and then in order of seniority. Any additional tours that become available after the posted time shall first be offered to regular part-time nurses in accordance to seniority and availability. If senior regular part-time nurses have been scheduled or previously called in for a tour of less than seven and one-half hours or a tour of seven and one-half hours and a seven and one-half (7.5) hour tour or an extended tour becomes available for the same start time as the tour of less than seven and one-half hours or the tour of seven and one-half hours, the senior regular

part-time nurses will first be offered the longer tour at her straight time hourly rate. If regular part-time nurses are not available, these additional tours will then be offered to the casual part-time nurses.

- (h) Part-time nurses may submit their non-availability after the time is posted, for their unscheduled time.
- (i) When Unit Managers are absent from their normal schedule for work related matters after the nurses' schedule is posted, the Unit Managers will be replaced as per F-3 (g) above (additional tours).

## **SCHEDULING PROVISIONS – PART-TIME**

### **APPLIES TO (7.5 HOUR) TOURS ONLY**

F-4 The Hospital agrees to the following conditions in the formulation of working schedules for part-time nurses:

- (a) at least four (4) weekends off in six (6). A nurse will 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; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another nurse.

It is understood that a weekend consists of at least fifty-six (56) consecutive hours off commencing at 2300 hours Friday to 0700 hours Monday. A tour belongs to the day on which it begins.

- (b) A nurse will not be scheduled to work more than five (5) consecutive tours in a row except by mutual consent;
- (c) a nurse shall have a minimum of twelve (12) hours off from the completion of work to the start of work, except by mutual consent;
- (d) a nurse shall have at least thirty-two (32) hours off after the completion of five (5) or more night shifts, except by mutual consent;
- (e) A nurse will receive premium payment as provided for in Article 14.03 for all hours worked where any of the scheduling provisions are violated in F-4 (b) (c) and (d) above.

### **F-5 Tours Of Less Than The Normal Daily Tour (7.5 Hours)**

1. 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.
2. No nurse will be scheduled to work solely tours of less than 7.5 hours.

- 3. No nurse shall be scheduled for more than one tour of less than 7.5 hours in any 24 hour period.
- 4. Over the time period of the posted schedule the majority of tours shall be seven and one-half (7.5) hours or extended hour tours.
- 5. Reporting time shall be included in the 4 hour tour period.
- 6. Nurses shall be entitled to a paid rest period of 15 minutes for any 4 hours worked subject to the exigencies of patient care.

F-6 In reference to Article 13.02 the meal periods and relief period shall be as follows:

8 Hour Day shift

Relief periods shall be between 0915 hours and 1045 hours.  
Meal periods shall be between 1200 hours and 1330 hours.

8 Hour Evening shift

Meal periods shall be between 1700 hours and 1830 hours.  
Relief periods shall be between 1900 hours and 2030 hours.

8 Hour Night shift

Meal and relief periods shall be between 0200 to 0500 hours

10 Hour Day shift

Relief periods shall be between 0915 hours and 1045 hours  
Meal periods shall be between 1200 hours and 1330 hours and 1700 hours and 1800 hours.

12 Hour Day shift

Relief periods shall be between 0915 hours and 1045 hours.  
Meal periods shall be between 1200 hours and 1330 hours and 1700 hours and 1830 hours.

12 Hour Night shift

Meal periods shall be 30 to 45 minutes between 2200 and 2400 hours.  
Relief periods shall be 45 to 60 minutes between 0200 and 0500 hours.

F-7 **EXTENDED TOURS**

Implementation

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

- (a) The introduction of such schedule attached has the approval of the Hospital and the local Association.

- (b) Fifty percent plus one (50% + 1) of nurses in the unit so indicate by secret ballot (arranged by Hospital/Association Committee).
- (c) The Hospital agrees to implement the extended tours and such agreement shall not be withheld in an unreasonably arbitrary manner.
- (d) The cost will not be greater than the cost associated with normal (7.5) hours of work.

Termination of Extended Tours

1. Extended tours may be discontinued in any unit when:
  - i) fifty percent (50% + 1) of the nurses in the unit so indicate by secret ballot; or
  - ii) the Hospital
    - (a) determines an adverse effect on patient care,
    - (b) determines an inability to provide a workable staffing schedule, or
    - (c) wishes to do so for other reasons which are neither unreasonable nor arbitrary, or
    - (d) when the cost is greater than the cost associated with the normal (7.5) hours of work
2. When notice of discontinuation is given by either party in accordance with paragraph 1 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 extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
3. The secret ballot referred to in Article F-7 1 i) above shall not take place unless twelve (12) months has lapsed from the date of any such previous secret ballot within the unit, unless otherwise agreed.

F-8

APPLIES TO EXTENDED TOURS ONLY

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

For nurses working ten (10) hour tours, a regular tour shall be nine point three seven five hours (9.375) consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven point five (37.5) minutes of unpaid mealtime.

F-9

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 the forty-five (45) minutes of paid relief period during each extended tour will be taken in the last half of the tour.

For schedules of nine point three seven five (9.375) hour tours the thirty-seven point five (37.5) minute paid relief period during each extended tour will be taken in the last half of the tour.

- (c) A nurse shall not be scheduled to work more than three (3) consecutive extended hour tours without days off, except by mutual agreement.
- (d) Nurses will have at least five (5) consecutive days off at either Christmas or New Year's.

The definition of time at Christmas is agreed to as: December 24<sup>th</sup> (Day, Evening and Night tours), December 25<sup>th</sup> (Day, Evening and Night tours) and December 26<sup>th</sup> (Day, Evening and Night tours).

The definition of time at New Year's is agreed to as: December 31<sup>st</sup> (Day, Evening and Night tours), January 1<sup>st</sup> (Day, Evening, Night tours).

- (e) At least twelve (12) consecutive hours off will be scheduled between tour changes.
- (f) A nurse will receive premium payment as provided for in Article 14.03 for all hours worked where any of the scheduling provisions are violated in F-9 (c) (d) and (e) above.
- (g) The hospital will schedule every other weekend off for each nurse. Should a nurse work on a second consecutive and subsequent weekend she/he shall be paid at the rate of time and one-half 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; or
  - iii) such weekend is worked as a result of an exchange of shifts with another nurse.

It is understood that a weekend consists of at least fifty-six (56) consecutive hours off commencing at 2300 hours Friday to 0700 hours Monday. A tour belongs to the day on which it begins.

F-10

Scheduling Provision - Full-time Only  
Extended Tours Only

- (a) The Hospital will endeavour to schedule nurses for fifty percent (50%) day tours and fifty percent (50%) night tours on each rotation.

- (b) At least forty-eight (48) consecutive hours off will be scheduled following the night shift to the commencement of another tour. Where a nurse is scheduled in such that this provision is not met, the nurse will be paid in accordance with Article 14.03 for time worked.

A nurse will receive premium payment as provided for in Article 14.03 for all hours worked on her/his next scheduled shift where the nurse has less than forty-eight (48) hours off following night shift to the commencement of another tour.

F-11 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.

**ARTICLE G - PAID HOLIDAYS**

G-1 With reference to Article 15.01 full-time and 15.08 part-time, the designated holidays shall be as follows:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1 (Canada Day)	Boxing Day

G-2 It is understood and agreed that a paid holiday shall commence at 2300 hours immediately prior to a holiday and shall be paid at the rate as provided for in Article 15.05 and Article 15.08. It is further understood and agreed that the nurse commencing the tour of duty at 2300 hours falling on the day of the paid holiday shall be paid at her regular straight time rate of pay for the entire tour.

G-3 The Hospital will allow one (1) nurse from each unit (e.g. ER/OR, Inpatient) to be off during the Christmas/New Year's period. The nurse could be full-time or part-time.

Full Time Only

G-4 Lieu days as provided for in Article 15.05 shall be scheduled as requested and mutually agreed upon, or, at the request of the nurse added to her vacation in the following manner:

- (a) Canada Day, Civic Holiday and Labour Day can be taken with prime vacation time if the total number of days does not exceed twenty-one (21) days. It is not a prerequisite for a nurse to have used up all vacation time before using a lieu day.
- (b) At other than prime vacation time or Christmas waived time up to three (3) lieu days may be added to vacation. This does not apply to the holidays listed in F-1 (e).

In order to use the above options in (a) and (b), a nurse must request such additions of lieu days at the same time as vacation is requested.

- (c) The nurse may request to bank up to four (4) lieu days to be used for personal emergencies or reasons between January 10 and December 14, exclusive of the months of July and August. Christmas Day, Boxing Day and New Year's Day may not be banked.

Lieu days for personal reasons will be at a mutually agreed time.

To qualify the nurse must:

- i) request in writing the specific lieu day to be banked two (2) weeks prior to the posting of the schedule;
  - ii) if no request is received under (i) by October 1, the Hospital may schedule the lieu day.
- (d) Lieu days will be taken within thirty (30) days of the actual holiday unless banked under (b) or (c) above.
- (e) Requests to change scheduled lieu days shall be submitted in writing.
- (f) Lieu days not requested in (a), (b) and (c) shall be scheduled by the Hospital.

#### **ARTICLE H - VACATIONS**

- H-1 The cut off date for determining vacation entitlement shall be June 30 in any year.
- H-2 It is understood and agreed that the Hospital will give every consideration to the nurse's preference as to the timing of her vacation. In the event of a conflict between nurses, the Hospital will endeavour to apply seniority, but of necessity, the Hospital must reserve the right to the final decision as to the scheduling of vacations.
- H-3 Requests for vacation time for the next posted schedule shall be submitted at least fourteen (14) days prior to the schedule being posted except for extenuating circumstances.
- H-4 Part-Time Only  
Vacation pay for part-time nurses shall be given on the first pay period in July of any year.
- H-5 Vacation quotas shall not be unreasonable. In addition, the Employer will endeavour not to schedule a nurse to work the night shift immediately prior to her first vacation day.

#### **ARTICLE I - MISCELLANEOUS**

- I-1 In accordance with Article 10.07 (d) the parties agree that full –time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses .

- I-2 The Hospital will provide bulletin board space for the purpose of posting notices regarding Association business. The Association may post notice of meetings on bulletin boards in the unit conference rooms.
- I-3 The Hospital shall provide scrub dresses and laboratory coats, where the Hospital requires they be worn.
- I-4 As provided by in Article 11.11 any one (1) nurse (full-time or part-time) may be off at any one time under the Prepaid Leave Plan.
- I-5 Retiree Benefits – Full-time Nurses Only  
Any full-time bargaining unit nurse who retires and wishes to continue to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits through post dated cheques provided on a yearly basis.
- I-6 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 successful candidate being notified and prior to the posting of the name of the successful candidate.

## **ARTICLE J - JOB SHARING**

- J-1 All such positions shall be considered full-time.
- J-2 Job sharers shall be treated as regular part-time employees for all purposes, with the exception of Article F-3, F-4, F-5 and F-10.
- J-3 Two nurses may share one full-time position per unit. Individuals who are presently working full-time and wish to make applications 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 original position shall be posted as per the Central Collective Agreement.
- J-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 of which jobs is (are) to be shared shall be based on seniority.
- J-5 The selection process for applicants to the posted position shall be in accordance with the Central Collective Agreement.
- J-6 If one of the job sharers terminated their 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 wishes a full-time position, must make application for that full-time position as per the Central Agreement, unless she was the incumbent of that original full-time position in which case she will receive the position and it shall not be posted.
- J-7 Posted schedules for job sharing will be identical to the rotation for the full-time nurses they replace.

- J-8 Job sharers will have the option of determining between themselves which portion of the rotation they will work, however, this determination must be made before the schedule is posted. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must be arranged as per the Collective Agreement.
- J-9 The job sharers shall have the option of exchanging shifts with other full-time or regular part-time nurses in accordance with the Collective Agreement.
- J-10 A job sharers 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 to Hospital policy and the terms of the Part-time 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 each other for vacation, they become part of the part-time vacation quota.
- J-11 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 prior to the expiration of the trial period at eight (8) months.
- J-12 Should a permanent job sharing arrangement not be established at this time, nurses in the job shared positions shall revert to their former positions.
- J-13 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.

## **ARTICLE K – VIOLENCE IN THE WORK PLACE**

### 1. Definition of Violence

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

### 2. Violence Policies and Procedures

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 employees who have faced violence. The policies and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee. Prior to implementing any changes to these policies, the employer agrees to consult with the Association.

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.

4. Function of 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.

5. Staffing levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees 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.

6. Training

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

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.

8. Damage to Personal Property

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

## **ARTICLE L - 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 employees.

- (a) A joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One 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 day off, will receive pay

at straight time or time in lieu where possible for hours spent in RTW 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 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 the nurse can return to her:
  - 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 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 is unable to return to work in accordance with article (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 nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with articles (e) and (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 in the workplace
  - 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 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 the 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 a 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, safety of 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 a return to her 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 original position, the position may be offered to the incumbent on a permanent basis

- 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 M – HEALTH AND SAFETY**

### **M-1 Musculoskeletal Injury Prevention and Control**

The hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.

At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.

The review and revision shall be done more frequently than annually if,

- (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
- (b) there is a change in circumstances that may affect the health and safety of an employee.

The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

### **M-2 Needle Stick and Sharps Injuries**

The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

- M-3 (a) The Hospital will notify the Bargaining Unit President of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WSIB ) and those on LTD by the 15th of each month.

The list will also include:

- i) nurses who have been absent from work because of disability for more than twenty-three (23) months;
- ii) nurses who are currently on a temporary modified work program;
- iii) nurses who are currently permanently accommodated in the workplace ;
- iv) nurses who require temporary modified work;
- v) and nurses who require permanent accommodation in the workplace

- (b) Prior to any nurse returning to work on a Modified Work Program, the Hospital will notify and meet with the nurse and an Association Representative to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the employee with a copy of the WSIB Form 7 at the same time as it is sent to the Board.

Dated at Dundas Ontario, this 14<sup>th</sup> day of May, 2010.

FOR THE EMPLOYER

Kelly Book  
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FOR THE UNION

Dora Kivlebo, LRO  
Labour Relations Officer  
Candice Schumler BUP  
Bargaining Unit President  
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**LETTER OF UNDERSTANDING**

Between:

WEST HALDIMAND GENERAL HOSPITAL  
(Hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION  
(Hereinafter called the "Association")

RE: Crisis Prevention Intervention

The parties agree that the Hospital will continue to offer Crisis Prevention Intervention training or an equivalent program to ONA members.

Dated at Dundas, Ontario, this 14<sup>th</sup> day of May, 2010.

FOR THE EMPLOYER

FOR THE UNION

Kelly Book  
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\_\_\_\_\_

Dea Kislenko, LRC  
Labour Relations Officer  
Candice Sharma Bep  
Bargaining Unit President  
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