

LOCAL APPENDICES TO THE COLLECTIVE AGREEMENT

Between:

NIAGARA HEALTH SYSTEM  
(hereinafter referred to as "the Employer")

And:

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

EXPIRY: MARCH 31, 2008

TABLE OF CONTENTS

APPENDIX 3.....	1
APPENDIX 4 - SUPERIOR CONDITIONS .....	3
ARTICLE A – RECOGNITION .....	5
ARTICLE B - MANAGEMENT RIGHTS.....	5
ARTICLE C - REPRESENTATION & COMMITTEES.....	5
ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS .....	7
ARTICLE E - ILLNESS .....	8
ARTICLE F – SCHEDULING .....	9
ARTICLE G - STANDBY.....	19
ARTICLE H - PAID HOLIDAYS .....	19
ARTICLE I - PREMIUM PAYMENT/OVERTIME .....	20
ARTICLE J - MISCELLANEOUS .....	20
ARTICLE K - EXTENDED TOURS .....	22
ARTICLE L – VACATION (Full-time and Regular Part-time Only).....	22
LETTER OF UNDERSTANDING.....	24
RE: Violence in the Workplace.....	24
LETTER OF UNDERSTANDING.....	25
RE: Self-Scheduling.....	25
LETTER OF UNDERSTANDING .....	29
RE: Bargaining Unit President/Site Vice-President.....	29
LETTER OF UNDERSTANDING.....	30
RE: Parking Rates.....	30
MEMORANDUM OF AGREEMENT .....	31
RE: Multi-Site Jobs .....	31
MEMORANDUM OF AGREEMENT .....	32
RE: Unit Weekend Schedule .....	32
LETTER OF UNDERSTANDING .....	34
RE: Uniform Allowance .....	34
LETTER OF UNDERSTANDING .....	36
RE: Notification of Unsuccessful Applicants .....	36
LETTER OF UNDERSTANDING.....	37
RE: Filling of Temporary Vacancies.....	37

**APPENDIX 3****SALARIES/WAGE GRIDS/CLASSIFICATIONS****Classification - Registered Nurse, Palliative Care Nurse**

	<u>Effective</u> <u>April 1, 2006</u>	<u>Effective</u> <u>April 1, 2007</u>
Start	\$24.51	\$26.80
1 Year	\$25.49	\$27.20
2 Years	\$26.84	\$27.65
3 Years	\$28.16	\$29.01
4 Years	\$29.50	\$30.38
5 Years	\$31.17	\$32.10
6 Years	\$32.83	\$33.81
7 Years	\$34.52	\$35.55
8 Years	\$36.87	\$38.07
25 Years	\$37.62	\$38.74

**Classification – Resource Nurse**

	<u>Effective</u> <u>April 1, 2006</u>	<u>Effective</u> <u>April 1, 2007</u>
Start	25.01	27.35
1 Year	26.01	27.75
2 Years	27.38	28.20
3 Years	28.72	29.58
4 Years	30.10	31.00
5 Years	31.59	32.54
6 Years	33.48	34.49
7 Years	35.20	36.26
8 Years	37.62	38.84
25 Years	38.37	39.52

**Classification – Charge Nurse and Nurse Educators, Geriatric Assessment Nurse**

	<u>Effective</u> <u>April 1, 2006</u>	<u>Effective</u> <u>April 1, 2007</u>
Start	26.19	28.64
1 Year	27.17	28.99
2 Years	28.51	29.36
3 Years	29.83	30.73
4 Years	31.20	32.13
5 Years	32.84	33.82
6 Years	34.50	35.53
7 Years	36.18	37.27
8 Years	38.60	39.85
25 Years	39.37	40.55

Classification – Nurse Practitioner

	Effective <u>April 1, 2006</u>	Effective <u>April 1, 2007</u>
Start	36.80	40.24
1 Year	38.02	40.57
2 Years	39.26	40.57
3 Years	40.49	41.71
4 Years	41.72	42.97
5 Years	43.79	45.21
8 Years		45.32
25 Years	44.66	46.00

Classification – Advance Practice Nurse

	Effective <u>April 1, 2006</u>	Effective <u>April 1, 2007</u>
Start	35.59	38.91
1 Year	36.79	39.25
2 Years	37.98	39.25
3 Years	39.17	40.35
4 Years	40.37	41.59
5 Years	42.39	43.76
8 Years		43.87
25 Years	43.23	44.53

Classification – Clinical Nurse Specialist

	Effective <u>April 1, 2006</u>	Effective <u>April 1, 2007</u>
Start	33.19	36.28
1 Year	34.40	36.70
2 Years	35.59	36.70
3 Years	36.78	37.88
4 Years	37.99	39.13
5 Years	39.94	41.24
8 Years		41.34
25 Years	40.74	41.96

Classification – Grad Rate

	Effective <u>April 1, 2006</u>	Effective <u>April 1, 2007</u>
	23.33	25.51

## APPENDIX 4 - SUPERIOR CONDITIONS

### St. Catharines General Site

#### Article 14.01

When a nurse works on her day or days off, such nurse will be compensated at the rate of time and one-half and shall be scheduled for another day or days off with pay.

#### Schedule "C" – Educational Increments

Salary recognition for additional preparation shall be in addition to the above schedule if used in the position assigned as follows:

- (a) For successful completion and documentation of a course agreed on by the Hospital and the Association, \$15.00 monthly.
- (b) For a course in Nursing Unit Administration (CHA/CAN) – or its equivalent, \$15.00 monthly.
- (c) For a one year University Certificate or Diploma in Nursing, \$40.00 monthly.
- (d) For a Bachelor of Science in Nursing Degree, \$80.00 monthly.
- (e) For a Master of Science in Nursing Degree, \$120.00 monthly.
  - (1) A nurse possessing more than one degree or certificate shall be entitled only to the highest single increment to which any of her degrees or certificates entitle her.
  - (2) Items (c), (d) and (e) shall be payable only to Assistant Head Nurses and Head Nurses.

### Welland County General Site

#### Article 15.01 (a) – Note Regular Part-Time Only

In order to qualify for holiday pay, a nurse must:

- (a) Work her last full scheduled shift immediately preceding and her first full scheduled shift immediately following the holiday.
- (b) Work any time in the fifteen day period beginning seven days before the holiday unless unable, for reasons acceptable to the Employer, to have fulfilled conditions (a) & (b).

#### Schedule "B" – Educational Increments

Salary recognition for additional preparation shall be in addition to the above scheduled if used in the position assigned as follows:

- (a) For a successful completion and documentation of a course agreed on by the Employer and the Association, \$15.00 monthly.

- (b) For a course in nursing unit administration, \$15.00 monthly.
  - (c) For a one year university certificate or diploma in nursing, \$40.00 monthly.
  - (d) For a Bachelor of Science in Nursing degree, \$80.00 monthly.
  - (e) For a Master of Science in Nursing degree, \$120.00 monthly.
- (1) A nurse possessing more than one degree or certificate shall be entitled only to the highest single increment to which any of her degrees or certificates entitle her.
  - (2) Items (c), (d) and (e) shall be payable only to Assistant Head Nurses.

## **ARTICLE A – RECOGNITION**

The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered and Graduate nurses employed by the Niagara Health System in a nursing capacity, save and except Coordinators, Supervisors, Infection Control Nurse, Occupational Health Nurses, Nurse Managers, Head Nurses, Program Managers, Professional Practice Leaders, Case Managers and persons above the rank of each of the foregoing classifications.

## **ARTICLE B - MANAGEMENT RIGHTS**

B-1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer. The Association acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, discipline, suspend or discharge nurses provided that a claim of discriminatory promotion, demotion or transfer or a claim that a nurse has been suspended, discharged or disciplined without reasonable cause may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and the highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) generally to maintain the operation that the Employer is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the service to be performed and the methods, procedure and equipment to be used in connection therewith;
- (e) develop, enforce and alter from time to time, reasonable rules and regulations to be observed by the nurses.

B-2 It is agreed that these rights shall be exercised in a reasonable and non-arbitrary manner that is consistent with the express provisions of this Agreement and will result in the efficient and effective operations of the hospital.

## **ARTICLE C - REPRESENTATION & COMMITTEES**

C – 1 Nurse representatives

There shall be nine (9) nurse representatives from Greater Niagara General site, St. Catharines General site, Welland Hospital site; four (4) nurse representatives from Douglas Memorial Hospital site, Port Colborne General site, Ontario Street site and two (2) nurse representatives from Niagara-On-The-Lake site.

The Union will provide the employer in writing with the names of the representatives and the areas they represent.

It is understood that there shall be no more than one (1) nurse representative from any one area. The only exception may be in those sites which have a part time nurse representative.

C-2 Grievance Committee

There shall be a Grievance Committee at each site of the Niagara Health System composed of no more than two (2) representatives at each site.

C-3 Fiscal Advisory Committee

There shall be two (2) elected representatives plus the Bargaining Unit President on the Fiscal Advisory Committee. The Association can elect alternates should the elected representatives not be able to attend.

C-4 Hospital/Association Committee

There shall be a Hospital/Association Committee at each Site of the Niagara Health System.

There shall be a Corporate Hospital/ Association Committee comprised of the VP from each of the sites of the NHS and the Bargaining Unit President.

C-5 Negotiating Committee

There shall be a Negotiating Committee composed of seven (7) nurses and the Bargaining Unit President.

C-6 In the event that a representative is transferred from one area/site of representation to another area/site, such nurse shall continue to be recognized by the Employer as the representative of the area/site from which transferred for a period of one (1) month, for the purpose of handling any union business, except when transferred to a managerial position.

C-7 The interview of newly-hired nurse(s) as required by Article 5.06 will be granted at a time and place to be designated by the Employer. Such interview shall take place during the orientation period. The Employer will advise the Local Site Representative or her/his designate, of the date, time and location for such interview at least one (1) week in advance.

The Hospital shall also provide the Association with classification, date of hire and area assigned for each newly hired nurse.

If orientation does not take place within four (4) weeks of hiring, then the Association will be permitted to interview new hires during working hours.

C-8 Health & Safety Committee

In accordance with the Hospital Central Agreement Article 6.05 there will be a Health & Safety committee at each Site. The Employer shall recognize one (1) appointed ONA member per site as a certified worker pursuant to the

*Occupational Health And Safety Act.* When a regular member is unable to attend, a local site alternate will be appointed by the Union.

#### **ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS**

D-1 The Employer shall grant unpaid Leaves of Absence to attend Union business. The aggregate total will be six hundred and fifty (650) days per year.

There shall be no more than five (5) nurses absent at one time from Greater Niagara General site, St. Catharines General site, Welland Hospital site, and no more than two (2) nurses absent at any one time from Douglas Memorial Hospital site, Port Colborne General site, Ontario Street site and no more than one (1) nurse absent at any one time from Niagara-On-The-Lake site.

In addition, there shall be the flexibility to provide for one (1) additional nurse to be absent from one of the following sites: Douglas Memorial Hospital site, Port Colborne General site, Ontario Street site or Niagara-On-The-Lake sites.

The Union will give at least fourteen (14) days notice except in extenuating circumstances.

Requests for such leave shall be made to the Employer two (2) weeks prior to the date of the leave of absence; however, such requests shall not be unreasonably denied.

Cancellation of Association leave of absence for Union business requires 24 hours notice to the Employer if the affected nurse is to be returned to her regular tour of duty. Failure to provide adequate notice to nurses affected by such change will not result in premium penalty to the Employer.

D-2 (a) A nurse elected or appointed as the Bargaining Unit President will, on written application to the Hospital, be granted a leave of absence for the term of her/his office. If the nurse was a part-time employee prior to becoming the Bargaining Unit President, she/he will be considered temporary full-time during the term of office. If the nurse was part-time prior to becoming the Bargaining Unit President, she/he will receive vacation pay as per the practice for temporary full-time nurses and will be considered on unpaid leave of absence when taking vacation time off.

The nurse must take her/his full vacation entitlement off during the vacation year. If the nurse was a full-time employee prior to becoming the Bargaining Unit President, she/he will continue to be considered full-time. The nurse must take her/his full vacation entitlement off during the vacation year. The nurse will accrue service and seniority as applicable. The Bargaining Unit President will be scheduled five (5) days per week, Monday to Friday day shift and will be paid 75 hours per pay period. The Union will reimburse the Hospital for 37.5 hours per pay period including the cost of benefits or percentage in lieu. It is understood that there shall be no premium payment incurred by the Hospital. The Hospital will bill the ONA local each month for the union's portion.

Upon completion of a nurse's term of office, she/he shall return to her/his former position and classification. If the nurse's position is eliminated, the nurse shall participate in the layoff process, as set out in the collective agreement.

- (b) Where such application for full-time leave of absence has not been requested, the Bargaining Unit President may request to be scheduled to work Monday to Friday day shifts with weekends off for the term of the her/his office unless otherwise mutually agreed. It is understood that there shall be no premium incurred as a result of this arrangement.
- (c) Where requested, the Site Vice-Presidents will be scheduled on day shifts, if possible. This shall not be unreasonably denied. It is understood that there shall be no premium payment incurred as a result of this arrangement.

## **ARTICLE E - ILLNESS**

E-1 A nurse must notify her/his immediate supervisor or designate on duty at least one (1) hour prior to the commencement of her/his tour if on the day tour and at least four hours if on the afternoon or night tours. It is understood that shifts commencing up to and including 1100 hours are considered day tours for the purpose of this provision. Unless a future return date or contact date has been established, it is the responsibility of the nurse to notify his/her supervisor or designate in accordance with the above before each and every missed shift unless the severity of the nurse's illness or injury prevents the nurse from making such call.

E-2 When returning to duty from illness or injury the nurse must notify her immediate supervisor or designate on duty of her return to duty at least six (6) hours before the commencement of the tour for which the nurse is booked and before 1900 hours the night before the day tour for which the nurse is booked.

Should the nurse report on duty without providing such notice, the replacement arrangement will hold and the staff member will be asked to return home and he or she will not receive payment for that tour.

E-3 Modified Work

- (a) The Hospital will advise the Bargaining Unit President with the names of:
  - i) Nurses for whom a WSIB Form #7 has been filed;
  - ii) Nurse that return from an absence due to WSIB;
  - iii) Nurses who apply for LTD Benefits;
  - iv) Nurses when they are approved for LTD benefits;
  - v) Nurses who are on permanent accommodation on January 1, 2006 and yearly thereafter;
  - vi) New nurse who require permanent accommodation quarterly.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with a representative of the Ontario Nurses'

Association and the local 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 W.S.I.B. Form #7, and/or any other form at the same time as it is sent to the Board.
- (d) The Hospital agrees to inform the nurse in the event that it intends to dispute a claim of work related injury.
- (e) The employer shall give the nurse the option of a Union representative in attendance at meetings regarding Modified Work.

## **ARTICLE F – SCHEDULING**

F-1 Staff from each unit will be involved in collaboration with management when scheduling issues arise. The Site Vice-President and/or Bargaining Unit President will be advised of such issues and will attend meetings if requested by the staff.

F-2 The Employer will, in the formulation of working schedules, carry out the objectives set forth below:

- (a) (Full-time and Regular Part-time Only)
  - i) Work schedules to be posted four (4) weeks in advance in conjunction with the previous two (2) week schedule.
  - ii) Schedules shall be posted as soon as possible on the day of the posting and a copy sent to the union upon request.
  - iii) Each Unit, except those where self-scheduling is done, will have a master schedule, with a copy provided to the Union, upon request.
  - iv) When a master schedule is amended, F-1 will apply.

- (b) (Full-time and Regular Part-time Only)

All nurses shall be scheduled two (2) out of four (4) weekends off.

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

- i) Such a weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
- ii) Such nurse has submitted a written request for weekend work; or
- iii) Such weekend is worked as a result of an exchange of shifts with another nurse.

- (c) (Full-time and Regular Part-time Only)
- In the case of changes in assigned shifts in accordance with the schedule, there will be an interval of not less than two (2) consecutive shifts off.
- (d) (Full-time and Regular Part-time Only)
- The Hospital will avoid scheduling of split tours unless mutually agreed.
- (e) (Full-time and Regular Part-time Only)
- Nurse will be scheduled four (4) days off in any two (2) week period unless mutually agreed.
- (f) A nurse may exchange her or his scheduled tours of duty with another nurse provided the arrangement is submitted in writing, dated and signed and is approved by the immediate supervisor. Such requests shall not be unreasonably denied. Such changes in scheduled tours will not result in overtime premium.
- (g) (Full-time and Regular Part-time Only)
- The Employer will endeavour not to schedule a nurse more than six (6) consecutive days unless agreed to by the nurse. However, no nurse shall be scheduled more than seven (7) consecutive days without days off except by request of or agreement by the nurse. Where this is not done the Employer will pay the nurse premium pay as defined in Article 14.03 for each additional day until a day off is scheduled.
- (h) (Full-time and Regular Part-time Only)
- Nurse will be scheduled at least forty-eight (48) hours off following scheduled night shifts unless otherwise agreed to. Should a nurse be scheduled to work with less than forty eight (48) consecutive hours off following night shifts the nurse will be paid in accordance with Article 14.03 of the collective agreement.
- (i) (Full-time and Regular Part-time Only)
- Consideration for nurses from a particular nursing unit to request a schedule which accommodates specific requests from individual nurses for days/evenings, days/nights, evening/nights, evenings or nights will be in accordance with Article F-1.
- When a vacancy becomes established within a unit, a nurse within the unit may request, in writing, the shift combination so vacated. When in the opinion of the Employer, the ability of the nurse(s) applying is suitable; the unit seniority of the nurse shall be the deciding factor.

## (j) (Full-time and Regular Part-time Only)

A weekend is defined as being fifty-six (56) hours off work during the period following the completion of the Friday evening shift and the beginning of the Monday day shift.

## (k) (Full-time and Regular Part-time Only)

The Hospital will endeavour to equitably distribute shift work amongst nurses in a unit working the same shift rotation unless mutually agreeable.

## (l) (Full-time and Regular Part-time Only)

The Hospital will endeavour to schedule nurses at least fifty percent (50%) of tours worked on the day shift except where the nurse chooses to work straight shifts, or a greater percentage of shifts.

## (m) (Full-time and Regular Part-time Only)

A request form for scheduling will be available in order to allow nurses to put in requests, if applicable, for lieu time for statutory holidays, lieu time for overtime, shift exchanges and unscheduled vacation. Requests will be either denied or approved by the Manager and/or his/her designate within ten (10) calendar days.

## (n) (Full-time and Regular Part-time Only)

Individual lines on a master rotation shall not be changed without prior discussion between the nurse affected and her or his immediate supervisor. Where a nurse has complained to her or his Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Union.

## (o) (Full-time and Regular Part-time Only)

Nurse will not be required to change tours more than twice in seven (7) days.

## (p) (Full-time and Regular Part-time Only)

Employees who have been granted permanent evening or night tours will not be rotated except by mutual consent or in order to meet reasonable Hospital staffing requirements or to be assessed or instructed on day tours. Requests for permanent shifts will not be unreasonably denied.

F-3

(a) All nurses will receive at least five (5) consecutive days off, at either Christmas or New Year's, except in areas which normally are not scheduled to work on weekends or paid holidays. Time off at Christmas shall include from 0001 hours December 24<sup>th</sup> until 0700 hours on December 27<sup>th</sup> and time off at New Year's shall include from 0001 hours on December 31<sup>st</sup> until 0700 January 2<sup>nd</sup>, unless otherwise mutually agreed between the Hospital and the nurse.

The normal scheduling regulations may be waived between December 15<sup>th</sup> and January 10<sup>th</sup> to enable the Employer to schedule five (5) days off at either Christmas or New Year's. A Nurse shall not be scheduled to work more than their normal weekend commitment during this period if there are other Nurses who have not been scheduled to work their normal weekend commitment.

The Employer will provide a list by September 1<sup>st</sup> for Nurses to indicate their preference for Christmas and New Year's time off by October 1<sup>st</sup>. In the event of conflict in preferences indicated by nurses, the conflict will be resolved on the basis of applying:

- i) alternating time off at Christmas and New Year's yearly, and
- ii) seniority where i) above does not resolve the conflict.

Where it is possible to schedule nurses for both Christmas and New Year's off, such nurses will be offered such time according to seniority on a rotational basis from year to year.

The Employer will post the schedule with respect to time off at Christmas and New Year's by November 1<sup>st</sup>. Any errors will be corrected and additions will be made and the schedule will be reposted by November 10<sup>th</sup> without penalty.

- (b) Nurses may elect to split shifts on a holiday by mutual consent.
- (c) When sixty percent (60%) of the nurses on any unit wish to try an alternative scheduling arrangement for the Christmas/New Year's period, the Employer and the Union agree to meet with the nurses to discuss the arrangement.

F-4 A nurse shall be entitled to a fifteen minute relief period for each half (½) tour and a half (½) hour unpaid lunch away from the area.

If a nurse is recalled to the unit during her/his break, additional time shall be provided later in the tour. The two (2) relief periods may be combined into one (1) relief period with the approval of the Hospital.

F-5 Subject to the staffing exigencies of the unit, a nurse shall receive consideration in scheduling to allow her or him to pursue nursing/clinical course(s) to further her or his education, when the nurse:

- i) presents proof of registration in such course(s) when it becomes available;
- ii) such request shall not be unreasonably denied.

F-6 Four Hour Tours of Duty

In accordance with the Collective Agreement, the Employer and the Union agree to the scheduling of four (4) hour tours of duty for part-time nurses working in the Niagara Health System.

The scheduling of the four (4) hour tours shall comply with all of the scheduling provisions contained in the Local Issues Appendix.

A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid break period.

Where four (4) hour tours are scheduled, all available tours are divided equally amongst the regular part-time nurses scheduled for four (4) hour tours.

No nurse shall be scheduled to work solely on four (4) hour tours in any paid period, unless agreed to by the nurse.

The Employer will notify the Union and provide specifics of the proposed schedule prior to the posting of a four (4) hour tour schedule on any unit.

- F-7 Where the Niagara Health System, in consultation with the Union, identifies prescheduled casual hours, these hours shall be posted as full time and/or regular part-time hours.

### **EXTENDED TOURS**

- F-8 Extended tours shall be introduced into any unit when:
- (a) Seventy percent (70%) of the nurses in the unit so indicate by secret ballot; and
  - (b) The Hospital agrees to implement the extended tours. Such agreement shall not be withheld in an unreasonably arbitrary manner.
  - (c) When less than seventy percent (70%) of the staff in a particular unit vote, as outlined in Article K-1(a) in favour of extended tours by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination of extended and normal (7.50 hour) tours in a particular unit.
- F-9 Extended tours may be discontinued in any unit when:
- (a) Seventy percent (70%) of the nurses in the unit so indicate by secret ballot; or
  - (b) The Hospital, in consultation with the Union, determines that
    - i) There is an adverse effect on patient care, or
    - ii) There is an inability to provide a workable staffing schedule,
 and the Hospital states its intention to discontinue the extended tours in the schedule.
- F-10 When notice of discontinuation is given by either party in accordance with F-9 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 the extended tours or combination of extended tours and normal (7.50 hour) tours will be discontinued, affected nurses shall be given ten (10) weeks notice before the schedules are so amended.

F-11 Nurses shall receive two (2) out of four (4) weekends off, from the completion of the Friday day tour to the commencement of the Monday day tour.

F-12 A nurse will receive premium pay as defined in Article 14.03 for all hours worked on the third and subsequent consecutive weekend until a weekend is scheduled off, save and except where:

- (a) Such weekend has been worked by the nurse to satisfy specific days off required by such nurse; or
- (b) Such nurse has submitted in writing a request for weekend work; or
- (c) Such weekend is worked as the result of an exchange of shifts with another nurse.

F-13 In the event of an extended tour trial, such trial period shall be six (6) months, unless otherwise agreed. Such trial period may be terminated by either party upon at least ten (10) weeks written notice to the other.

F-14 No nurse shall be required to work more than three (3) consecutive extended tours unless mutually agreed between the nurse and the Employer. When the employer requires an employee to work a fourth (4<sup>th</sup>) consecutive extended tour, premium pay shall be paid for the fourth (4<sup>th</sup>) consecutive extended tour.

F-15 It is understood that the unpaid meal period may be away from the area.

- (a) (Applies to all nurses)

If a nurse is recalled to the unit during her/his break, additional time shall be provided later in the tour. The two (2) relief periods may be combined into one (1) relief period with the approval of the Hospital.

- (b) The Employer will, in the formulation of working schedules, carry out the objectives set forth below:
  - i) Work schedules to be posted four (4) weeks in advance in conjunction with the previous two (2) week schedule.
  - ii) Schedules shall be posted as soon as possible on the day of the posting and a copy sent to the Union upon request.
  - iii) Each Unit, except those where self-scheduling is done, will have a master schedule, with a copy provided to the Union, upon request.
  - iv) When a master schedule is amended, F-1 will apply.

- (c) Prior to altering the starting and finishing time in a unit, or introducing different shifts, the Bargaining Unit President shall be notified and the nurses in the unit consulted for inputting comments.

F-16 (Applies to all nurses)

A nurse may be permitted to exchange her or his scheduled hours of work with another nurse provided the arrangement is submitted in writing to and is approved by the Manager concerned.

F-17 A minimum of four (4) consecutive tours off shall be scheduled following scheduled night shifts unless otherwise agreed.

F-18 Nurses working extended tours, who so request, shall be granted permanent night tours and will not be rotated except by mutual consent or in order to meet reasonable Hospital staffing requirements or to be assessed or instructed on day tours. Requests for permanent shifts will not be unreasonably denied.

F-19 The Hospital will avoid scheduling of split tours unless mutually agreeable.

**JOB SHARING (Full-time and Regular Part-time Only)**

F-20 The introduction of job sharing arrangements in a Unit will be subject to mutual agreement between the Union and the Hospital. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing.

Job sharing requests with regard to full-time positions shall be considered on an individual basis.

The employees involved in job sharing are entitled to all the terms of the part-time Collective Agreement except those which are modified as follows:

- (a) Schedules will conform with Articles F and K of the Collective Agreement which sets out scheduling.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour; however, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the supervisor in the area concerned. Such permission will not be unreasonably withheld.
- (c) When one or both job sharers work over Christmas, neither can be required to work over New Year's, and vice versa unless mutually agreed otherwise.
- (d) Paid Holidays

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

- (e) Each job sharer may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement.

(f) Coverage

- i) It is expected that both job sharers will cover each other's incidental illnesses, vacation and any short term leaves of up to thirty (30) days duration. Where the job sharers agree to cover for vacation, they will not be part of the vacation quota in their unit. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified. Job sharers are not required to cover for their partner in the case of prolonged or extended absences over thirty (30) days. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours that would not result in premium payment or on shifts where their partner is not scheduled to work, unless requested by the employer and agreed to by the nurse.

ii) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central Agreement:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence she or he must inform the manager in advance at least two (2) weeks prior to the leave commencing. Job sharers are not required to cover for their partner in the case of prolonged or extended absences exceeding thirty (30) days or Union leaves.

(g) 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.

- (h) An incumbent full-time employee wishing to share her or his position, may do so without having her or his half of the position posted provided the nurses' application for such has been approved by the Hospital. The other half of the job sharing position will be posted and selection will be made on the criteria set out in Article 10 of the Collective Agreement.

- (i) If one of the job sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position and be posted as such. The remaining employee will have the option of continuing the full-time position or reverting to a regular part-time position. If she or he does not continue full-time, the position must be posted according to the Collective Agreement.

(j) Discontinuation

If one of the job sharers leaves the arrangement either party may discontinue the job sharing arrangement with ninety (90) days' notice and (i) above shall apply. 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.

**RPT Scheduling**

F-21 Whereas the Parties wish to agree to RPT scheduling, therefore, it is agreed that:

A. RPT "A" nurses must be available to work in accordance with the master schedule which is regular and pre-determined. Such scheduling regulations will be in accordance with Article F, Hours of Work.

B. RPT "B" nurses are available to work as follows:

(a) 44 weeks of the year including December and July or August.

No more than 50% of RPT "B" nurses may make themselves not available in any one month. If there is a conflict in the non-availability indicated by nurses, the conflict will be resolved on the basis of applying:

1. Alternating July and August each year and on a rotational basis for other months.
2. Seniority where 1 does not resolve the conflict.

If a RPT "B" nurse is unavailable for a period of one week or more, the nurse must submit this information to the employer, within the time frame of the vacation request process as outlined in Article L – Vacation. For information purposes. (Paragraph D does not apply).

(b) Available 2 out of 4 weekends.

(c) Available 45 hours/pay of which at least 50% must be shift.

(d) Indicate preference for 2 out of 3 shifts.

(e) Available Christmas (Christmas Eve, Christmas Day, Boxing Day) or New Year's (New Year's Eve, New Year's Day, January 2).

(f) Available for 3 other stats in addition to (e) above in conjunction with the weekend where applicable.

C. Scheduling of RPT "B" nurses will be done based on availability on an equitable basis starting with seniority.

D. If all RPT "B's" on a given unit indicate non-availability for the same day or shift and have not met their commitment thus resulting in the Employer's inability to cover that shift, the shift will be offered to RPT "B"

nurses as in K and M. If no RPT "B" is available to cover that shift, it will be offered to a CPT. If CPT are unable to cover, a RPT "B" nurse from that unit will be scheduled on a rotating basis based on reverse seniority.

- E. After the schedule has been posted, the nurse will have no obligations to availability except as scheduled.

#### Additional Shift Scheduling

- F. A RPT "B" nurse who is scheduled for less than 45 hours per pay on her unit, will be offered additional shifts based on availability and on an equitable opportunity basis starting with seniority, up to 45 hours per pay.
- G. (a) When all RPT "B" nurses on a unit have been given the opportunity to work up to 45 hours per pay, additional shifts will then be offered to all RPT nurses on a unit (includes RPT "A", RPT "B" and Job Sharer on a unit) based on availability, on an equitable opportunity basis, starting with seniority up to 75 hours per pay.
- (b) A Job Sharer may be scheduled to work additional shifts only when her/his Job Share partner is not scheduled to work. Any last minute call-in for a Job Sharer is permitted.
- H. This agreement applies to RPT nurses in job sharing positions; however, the scheduling procedure is limited to the restrictions set out in Article F–20, Job Sharing.
- I. A refused shift where a nurse has indicated availability is deemed to be an offer of work.
- J. A shift will be deemed to be offered whenever a call is placed.
- K. Remaining shifts after G above will be offered to RPT nurses who are qualified to perform the work within the site who have indicated availability for additional shifts on that unit, based on availability, on an equitable opportunity basis starting with seniority.
- L. If a nurse has not indicated his/her unavailability in the manner prescribed by the Hospital, he/she shall be deemed to be available for all shifts during the period.
- M. Additional shifts remaining after L above will be offered to all RPT nurses at all sites of the NHS who are qualified to perform the work, who have indicated an availability for additional shifts on that unit, based on availability, on an equitable opportunity basis starting with seniority.
- N. Qualified casual part-time nurses will not be scheduled to work at any site/unit until all available hours of work have been offered to all qualified RPT nurses who have made their availability known to such site based on availability and commitment.
- O. Qualified casual part-time nurses will not be scheduled to work at any site/unit until all available hours of work have been offered to all qualified RPT nurses who have made their availability known to such site.

- P. Qualified casual part-time nurses will be offered shifts based on an equitable opportunity basis where no RPT or Float registered nurses are available.

### **ARTICLE G - STANDBY**

- G-1 (a) The Employer will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
- (b) Scheduled standby assignments will be distributed as equitably as possible amongst the nurses in any unit utilizing standby.
- G-2 Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.
- G-3 (a) Except in the OR/Recovery Room units, where nurses are not scheduled to work weekends, nurses will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the nurse and the Employer.
- (b) 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.
- G-4 Nurses scheduled for standby shall be provided with pagers.
- G-5 The Employer will endeavour to make available a room for nurses scheduled for standby.
- G-6 Standby scheduled will not be reassigned without consultation with the nurse whose schedule is being changed.
- G-7 Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse.
- G-8 Where a nurse has been called in from standby and worked the hours after 2400 hours, such nurse will be allowed leave without loss of earnings until she/he has eight (8) hours off unless she or he does so by mutual agreement between the nurse and the Employer.

### **ARTICLE H - PAID HOLIDAYS**

- H-1 The following shall be recognized as paid holidays:

New Year's Day	Civic Holiday
3 <sup>rd</sup> Sunday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 <sup>st</sup> )	Boxing Day

## H-2 (Full-time Only)

Lieu days shall be granted and scheduled at a mutually agreeable time. Such day must be taken within ninety (90) days after the holiday, except in units that have closure dates, or payment will be made in accordance with Article 15.03. If the reason the day is not taken is due to staffing requirements, this time frame will be extended by mutual agreement. Nurses who work extended tours may bank three (3) 7.5 hour stats and use these to take two extended shifts off.

## H-3 (Full-time and Regular Part-time Only)

When an employee is scheduled off on a paid holiday which occurs on a Monday or a Friday, the Hospital will endeavour to schedule the employee off the Saturday and Sunday in conjunction with such holiday. When an employee is scheduled to work on a paid holiday which occurs on a Monday or a Friday, the Hospital will endeavour to schedule the employee to work the Saturday and Sunday.

## H-4 (Full-time Only)

If any of the above mentioned holidays occur on a full-time employee's day off or during an employee's vacation, another day off in lieu thereof will be granted as agreed upon by the employee and her or his immediate supervisor.

**ARTICLE I - PREMIUM PAYMENT/OVERTIME**

I-1 When full shifts, on a Unit, that incur overtime payment are offered, they will be offered within that Unit, by seniority first to full-time nurses on a rotating basis, then to regular part-time nurses on a rotating basis and then to casual part-time nurses on a rotating basis. However, the Hospital is not required to offer an opportunity to work overtime hours over the same period that a nurse has previously rejected an opportunity to work or if weekend premium is triggered.

## I-2 (Full-time Only)

Entitlement for all nurses to lieu time as provided for in Article 14.09 shall be scheduled at a mutually acceptable time but in any event shall be taken within a period of ninety (90) days unless mutually agreeable and except in units which may have closure dates.

**ARTICLE J - MISCELLANEOUS**

J-1 The Hospital shall provide a locked bulletin board at each site in a centrally visible place mutually determined by the Union and the Hospital for the posting of Union business. A small space will be provided on the bulletin board on each unit with mutual agreement of the Employer and the Union. The Union will endeavour to have all such notices signed by the site administrator or designate prior to posting.

## J-2 Payroll Policies (Full-Time and Part-Time)

(a) Pay will be deposited directly into the nurses' bank account on every

second Thursday but may be delayed until Friday due to circumstances beyond the reasonable control of the Hospital. Each nurse will be provided with an itemized statement of his or her wages, deductions and premiums.

- (b) Any regular earnings omitted on a pay of four (4) hours pay or greater which is not caused by a nurse coding improperly, shall be paid to the nurse, if requested, within three working days from the time of issuance of the pay or notification by the nurse an error has been made.

J-3 On the request of the nurse, the Employer will provide each nurse, on termination of employment, with a signed statement indicating the following:

1. Term of Employment - start and termination dates and hours worked;
2. Current Grid Level and Hourly Rate;
3. Areas of Assignment.

J-4 Prepaid Leave Plan (as outlined in Article 11.11)

On September 1<sup>st</sup> of each year or such other time as mutually agreed between the nurse and Hospital, the Hospital will allow a nurse to enter the pre-paid leave plan as outlined in Article 11.11. A nurse wishing to enter the plan will submit her/his written request to the Site Administrator or designate.

The maximum number of nurses that may be absent at any one time is three (3) from Welland Hospital site, Greater Niagara General site and St. Catharines General site, one (1) from Niagara-on-the-Lake site, Port Colborne General Hospital site, Douglas Memorial Hospital site and Ontario Street site, with no more than one (1) nurse absent from any one nursing unit.

J-5 The Employer shall notify the Union in writing of the name of Employer representatives and/or committee members and the managers and where they may be located as well as the effective date of their respective appointments.

J-6 When a nurse is transferred to another unit, for one tour or less, such transfer shall be assigned if there are no volunteers, on the basis of ability to perform the work available and seniority, with casuals being transferred first. In the absence of the Nurse Manager, the charge nurse shall be responsible for designating the nurse to be transferred.

J-7 If the Hospital knows in advance that a nurse will be transferred to a different unit on reporting to work, the Hospital will endeavour to contact the nurse prior to reporting.

J-8 The employer agrees that with future permanent transfer of programs or services, the Union will be provided with ninety (90) days' notice.

The nurses affected will be orientated to any relevant differences between the sites.

- J-9 After commencing her/his shift and where the employee is required by the employer to go to another site to perform the duties of his/her classification, the employee will receive mileage between the sites from the employer at a rate established by Corporate policy or \$.30 per kilometre whichever is greater or the employer will provide transportation to nurses who do not have their own means of transportation.

### **ARTICLE K – VACATION (Full-time and Regular Part-time Only)**

- K-1 Vacation may be taken in weeks, single days or multiples thereof. The employer will consider on a case by case basis requests by nurses for vacation in hours based on a minimum four (4) hour timeframe for professional development or occasional personal needs. These requests shall not be unreasonably denied. It is understood that a vacation week coincides with the nurses' scheduled work week.
- K-2 Full-time and part-time vacation quotas shall be separate. Vacation quotas shall be established by the Hospital. Vacation quotas shall not be unduly restrictive.
- K-3 Vacation Requests will be according to the agreed NHS/Vacation Request Process as modified from time to time at Corporate HAC.
- K-4 From June 15<sup>th</sup> to September 15<sup>th</sup> no more than three (3) weeks will be granted to any one (1) individual nurse. The Hospital may grant more than three (3) weeks to the individual nurse in extenuating circumstances.
- K-5 Vacation may not be taken between December 15<sup>th</sup> and January 10<sup>th</sup>. Vacation during this period may be permitted on an exception basis based on the operational needs of the Hospital.
- K-6 Part-time nurses transferring to full-time status will be given the option of having their vacation paid out in cash at the time of transfer or converting to accumulated vacation days to be taken in accordance with the provisions of this agreement.

### **ARTICLE L - SENIORITY**

- L-1 A copy of the Full-Time and Part-Time nurses seniority list shall be filed with the Site Vice President and Bargaining Unit President and posted by the first (1<sup>st</sup>) Monday in June and by the first (1<sup>st</sup>) Monday in December of each year.

Signed at Welland, Ontario, this 8th day of April, 2008.

FOR THE EMPLOYER

Arlene Papaioannou

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FOR THE UNION

Cindy Forster

Labour Relations Officer  
Pam Sheptenko

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**LETTER OF UNDERSTANDING**

Between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

RE: Violence in the Workplace

The Employer and Association agree that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse 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.

The Hospital shall endeavour to notify the Union within twenty-four (24) hours of the incident coming to the attention of the immediate supervisor of any nurse who has been assaulted while performing her work. The assaulted nurse may choose to have her or his name remain confidential. Such information shall be provided to the Union in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

When a nurse, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the nurse. The nurse will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

The Employer shall ensure that any nurse involved in an abusive/violent/traumatic situation will be provided with a debriefing session and, if required, will be accommodated.

Signed at Welland, Ontario, this 8th day of April, 2008.

**FOR THE EMPLOYER**

Arlene Papaioannou

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**FOR THE UNION**

Cindy Forster

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Labour Relations Officer

Pam Sheptenko

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**LETTER OF UNDERSTANDING**

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

**RE: Self-Scheduling**

In accordance with Article 13.03 of the Collective Agreement, the Parties may wish to implement Self-Scheduling to achieve a scheduling practice that offers the benefit of Self-Scheduling to staff, in addition to satisfactory and efficient staffing coverage to the Hospital.

The Parties agree to enter into a Self-Scheduling Program on the following conditions:

- (1) Self-Scheduling may be cancelled at any time by either party, by giving forty (40) days written notice to the other party, of its desire to terminate this agreement.
- (2) The Employer will not be required to pay overtime rates for any hours worked by a nurse in excess of the normal hours, where such excess hours are made necessary only to accommodate the transition to or from the Self-Scheduling. Similarly, no penalty or premium payments referred to in Article 14.03 resulting directly from the transition to or from the Self-Scheduling will be paid.
- (3) Any and all conditions and terms of the Collective Agreement, Appendices, and Letters of Understanding between the Hospital and Association shall remain in full force and effect except as amended by this Letter of Understanding.
- (4) With the introduction of Self-Scheduling, all Regular Part-time Nurses shall be considered RPT "B" Nurses and the Memorandum of Agreement Regarding RPT Scheduling will apply.
- (5) Charge Nurses will not be included in the Self-Scheduling process. However, where the parties agree that Charge Nurses in a particular unit may Self-schedule, their selection of shifts will be separate from and prior to the other Self-schedulers, and shifts requiring replacement will be dropped to the unit pick.
- (6) Self-Scheduling is viewed by the Employer as scheduling by nurses' request and Articles F will apply. It is essential that Self-Scheduling does not result in additional costs to the Employer. The selection of tours shall be made in accordance with departmental needs.
- (7) The effects of Self-Scheduling will be closely monitored and feedback from participants will be sought through regular contact and/or meeting to ensure a continued smooth and efficient Self-Scheduling process.

- (8) For the purpose of Article 13.02 the normal working schedule for Full-time Nurses covered by this agreement shall be one of the following as determined by the Hospital and Association on a Unit basis:

<u>Scheduling Period</u>	11.25 hr tours	7.50 hr tours
6 weeks	20	0
4 weeks	12	2
4 weeks	10	5

- (9) For the purpose of Article 13.02 the normal tour for Regular Part-time or Casual Part-time may be eleven & one quarter (11.25) or seven & one-half (7.50) hours, exclusive of meal time. Part-time nurses may elect to work part tours.
- (10) Regular Part-time Nurses will be required to select a minimum of ninety (90) hours in a four (4) week posting period, provided the hours are available.
- (11) Full-time and Regular Part-time Nurses must work a minimum of fifty percent (50%) shift where such shift is available, unless they desire to work permanent shift. Permanent night shift is permissible provided that the Nurse on permanent shift works the day tour every four (4) months for three (3) consecutive days when the Clinical Manager is scheduled to work.
- (12) The Nurse, when Self-scheduling will ensure a period of at least two (2) seven and one-half (7.5) tours off between a change of tours and at least six (6) seven and one-half (7.5) hour tours off when changing from night tour to another tour of duty. A shorter period of time may be agreed upon by mutual consent between the nurse and the Hospital. Where a nurse is not Self-scheduling safely, or is consistently waiving the scheduling premiums either party may require the nurse to cease the practice of scheduling shorter periods of time off.
- (13) No Nurse shall be scheduled more than three (3) consecutive extended tours unless mutually agreed between the Nurse and the Employer.
- (14) Notwithstanding thirteen (13) above, no nurse shall schedule herself or be scheduled for more than four (4) consecutive extended tours or forty-five (45) hours without a day off.
- (15) Full-time and Regular Part-time Nurses shall schedule two (2) out of four (4) weekends off in each four (4) week scheduling period. A weekend is defined as being fifty-six (56) hours off work during the period following the completion of the Friday evening shift and the beginning of the Monday day shift.
- (16) When Self-scheduling a weekend worked and selecting day shifts, a Nurse shall work Saturday and Sunday unless otherwise mutually agreed between the Hospital and the nurse. When selecting night shifts the Nurse shall work the actual Friday night, Saturday night, and Sunday night unless otherwise mutually agreed between the Hospital and the nurse.
- (17) Nurses who are scheduled to work on a Holiday weekend will be given the first opportunity to work on the actual day of the Holiday.
- (18) Priority groups shall be randomly selected based on the total number of nurses to Self-schedule and will rotate the opportunity for first choice on the basis of the

rotation of Full-time groups first, then the Regular Part-time groups, then the Casual Part-time groups. Job Sharers are included in the Full-time groups.

- (19) It is understood that Full-time nurses and Regular Part-time nurses who have scheduled themselves to work either Christmas or New Year's will be required to schedule themselves to work as follows:
- a) Christmas on Days or Evening: December 24, 25, 26.
  - b) Christmas on Nights: December 23, 24, 25.
  - c) New Year's on Days or Evening: December 31, January 1, 2
  - d) New Year's on Nights: December 30, 31 and January 1

- (20) Designated Holidays or lieu days will be scheduled on seven and one-half (7.5) hour tours and will be paid on the basis of seven and one-half (7.5) hour tours.

(21) Process for Self-Scheduling

- (a)
  - i) Self-scheduling may be introduced into any unit when seventy percent (70%) of the combined full-time and regular part-time employees permanently assigned to the unit so indicate by secret ballot, and; all categories of staff must participate in self scheduling.
  - ii) The secret ballot vote will be conducted, at no cost to the Hospital, by the Union. The result of the vote will be determined on the basis of votes cast, not including spoiled ballots. The Union will post the result of the vote.
- (b) The secret ballot referred to above shall not take place unless six (6) months has elapsed from the day of any previous vote.
- (c) Self-scheduling may be discontinued or changed in any unit when:
  - i) Sixty percent (60%) of the combined full-time and regular part-time employees (including job sharers) permanently assigned to such unit so indicate by secret ballot.
  - ii) The secret ballot vote will be conducted, at no cost to the Hospital, by the Union. The result of the vote will be determined on the basis of votes cast, not including spoiled ballots. The Union will post the result of the vote.
- (d) Self-scheduling will be introduced on a trial basis for a period of six (6) months. One month prior to the end of the trial, a second secret ballot vote will be conducted as per above. Where at least eighty percent (80%) of the combined full-time and regular part-time employees vote in favour and subject to agreement of the Hospital, self-scheduling arrangements will continue.
- (e) Further staff availability will be submitted at the time the self-schedule is submitted to the Department Manager. Once the schedule is posted, the nurse will ensure that her submitted availability is updated as necessary.
- (f) All full-time lines will have scheduled full-time hours in each scheduling period.

Signed at Welland, Ontario, this 8th day of April, 2008.

FOR THE EMPLOYER

Arlene Papaioannou

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FOR THE UNION

Cindy Forster

Labour Relations Officer  
Pam Sheptenko

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**LETTER OF UNDERSTANDING**

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

RE: Bargaining Unit President/Site Vice-President

The Employer agrees to provide:

- (a) locked office space for the Bargaining Unit President if available;
- (b) space for a locked file cabinet at the local sites;
- (c) voice mail for Bargaining Unit President and Site Vice-Presidents through a separate extension and access to e-mail where this is possible. Use of e-mail will be in accordance with Hospital policy.

Signed at Welland, Ontario, this 8th day of April, 2008.

**FOR THE EMPLOYER**

Arlene Papioannou

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**FOR THE UNION**

Cindy Forster

Labour Relations Officer

Pam Sheptenko

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**LETTER OF UNDERSTANDING**

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

**RE: Parking Rates**

The Parties agree that prior to any changes in parking rates, the proposed changes will be discussed with the Hospital/Association Committee. In the event the Hospital changes rates, the Association has the right to grieve.

Signed at Welland, Ontario, this 8th day of April, 2008.

**FOR THE EMPLOYER**

Arlene Papaioannou

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**FOR THE UNION**

Cindy Forster

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Labour Relations Officer  
Pam Sheptenko  
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**MEMORANDUM OF AGREEMENT**

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

**RE: Multi-Site Jobs**

Whereas the Parties desire to trial multi-site jobs at the seven sites of NHS, therefore the Parties agree as follows:

1. Where sufficient vacant hours exist between sites as determined by the NHS and in collaboration with the Union, those hours may be combined to create a temporary full-time or part-time job. The filling of such positions will not result in the layoff or loss of hours of any full-time or part-time nurse.
2. The NHS may create floats positions between sites where it is feasible.

Signed at Welland, Ontario, this 8th day of April, 2008.

**FOR THE EMPLOYER**

Arlene Papaioannou

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**FOR THE UNION**

Cindy Forster

Labour Relations Officer  
Pam Sheptenko

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**MEMORANDUM OF AGREEMENT**

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

**RE: Unit Weekend Schedule**

Whereas:

- (a) the Unit Weekend Schedule is provided for in Article 13.04 of the Central Collective Agreement,

AND

- (b) The parties desire to implement the Unit Weekend Schedule on various units in the NHS,

Therefore, the Parties hereby agree as follows:

- 1. Implementation – The introduction of a unit weekend schedule on a specific unit requires the approval of the NHS and ONA. The introduction of such unit weekend schedule is based on full-time hours.
- 2. Schedule – The schedule of hours will be in accordance with Article 13.04 of the Central Agreement.
- 3. Vacation – If a weekend worker transfers to a regular full-time position, any vacation/holiday bank shall remain intact to be used for vacation or lieu time. If a weekend worker transfers to a part-time position or terminates employment, all vacation/holiday credits will be paid out.
- 4. Scheduling Provisions – The following scheduling provisions do not apply to nurses who accept positions under this Agreement.
  - (a) weekends off;
  - (b) scheduled days off;
  - (c) days off at Christmas and New Year's.
- 5. Replacements – Nurses who replace weekend tour nurses who are absent due to illness, vacation, leave of absence etc., will be considered part-time and will be selected in accordance with normal unit procedures.
- 6. Vacancies – Subsequent to implementation of a unit weekend schedule, any vacancy for a weekend tour nurse will be reviewed by the NHS. The NHS

reserves the right to fill the vacancy with a weekend tour nurse or it will revert to a full-time position.

- 7. Discontinuation – A unit weekend schedule may be cancelled by either Party on giving three (3) months’ notice in writing. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for and the process of discontinuation.

Signed at Welland, Ontario, this 8th day of April, 2008.

FOR THE EMPLOYER

Arlene Papaioannou

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FOR THE UNION

Cindy Forster

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Labour Relations Officer

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Pam Sheptenko

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**LETTER OF UNDERSTANDING**

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

**RE: Uniform Allowance**

The Parties agree to continue to comply with issues relating to uniform allowances for nurses currently working at the following sites:

1. Welland County General Site – The Hospital shall provide \$70.00 per year clothing allowance to the full-time registered nurses payable the first full pay period in January.
2. Greater Niagara General Site – The Hospital agrees to continue its practice of supplying and laundering scrub gowns and lab coats for Nursery, O.R., and Delivery.
3. St. Catharines General Site –
  - i) The Hospital will launder uniforms that are made of materials compatible with its equipment.
  - ii) The Hospital will continue to pay a uniform allowance to nurses on staff as of June 30<sup>th</sup>, 1975, on the following basis:
    - (A) nurses regularly assigned to the Operating Room, Delivery Room, Emergency Room and Nursery of:
      - 1) seventy-five cents (75¢) per pay to full-time nurses, and
      - 2) seven and one-half cents (.7½¢) per day worked to part-time nurses.
    - (B) other nurse of
      - 1) one dollar and half (\$1.50) per pay period to full-time nurses, and
      - 2) fifteen cents (15¢) per day worked to part-time nurses.

No allowance will be paid to nurses hired after July 1<sup>st</sup>, 1975.

  - iii) The Hospital shall provide scrub dresses and/or pant suits, caps and lab coats in accordance with present practice at no cost to the nurse, in those areas where nurses are required to wear hospital uniforms.

4. Port Colborne General Site

- i) The Hospital agrees to continue its present practice of providing scrubs for nurses working in obstetrics, the O.R. and the E.O.R.

The Hospital is prepared to make change provided current stock is used up before pants are utilized.

- ii) If a nurse's uniform, which for the purposes of this article only shall include a watch and eyeglasses, is damaged during the performance of her duties and such damage is beyond repair and the damage occurred through no fault of the nurse, the Hospital will compensate the nurse for the uniform. The total compensation during any calendar year shall not exceed \$100.00 per nurse.

Signed at Welland, Ontario, this 8th day of April, 2008.

FOR THE EMPLOYER

Arlene Papaioannou

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FOR THE UNION

Cindy Forster

Labour Relations Officer  
Pam Sheptenko

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**LETTER OF UNDERSTANDING**

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

**RE: Notification of Unsuccessful Applicants**

The Hospital agrees to inform the Union of the process used to notify unsuccessful applicants for job postings in accordance with Article 10.07 (b).

The Hospital will review the process with the Union at the Corporate Hospital Association Committee meeting on a monthly basis for a period of four months to demonstrate that the Hospital is meeting its obligation.

Signed at Welland, Ontario, this 8th day of April, 2008.

**FOR THE EMPLOYER**

**FOR THE UNION**

Arlene Papaioannou

Cindy Forster

Labour Relations Officer

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Pam Sheptenko

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**LETTER OF UNDERSTANDING**

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

RE: Filling of Temporary Vacancies

The Hospital agrees to open postings to Full-time nurses in the filling of temporary full-time vacancies for all classification above staff RN and special temporary projects/secondments in accordance with Article 10.07 (d).

Signed at Welland, Ontario, this 8th day of April, 2008.

**FOR THE EMPLOYER**

Arlene Papaioannou

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**FOR THE UNION**

Cindy Forster

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Labour Relations Officer  
Pam Sheptenko

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