

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

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

And:

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

EXPIRY: March 31, 2020

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APPENDIX 3

SALARIES/WAGE GRIDS/CLASSIFICATIONS

Classification – Registered Nurse

| Classification – Registered Nurse | | |
|--|----------------------|----------------------|
| Step | April 1, 2018 | April 1, 2019 |
| Start | \$32.66 | \$33.23 |
| 1 Year | \$32.81 | \$33.39 |
| 2 Years | \$33.36 | \$33.94 |
| 3 Years | \$35.00 | \$35.62 |
| 4 Years | \$36.66 | \$37.30 |
| 5 Years | \$38.72 | \$39.40 |
| 6 Years | \$40.80 | \$41.52 |
| 7 Years | \$42.89 | \$43.64 |
| 8 Years | \$45.94 | \$46.75 |
| 25 Years | \$46.76 | \$47.57 |

Classification – Group, Unit or Team Leader

Effective September 7, 2016 the salary for this position is the Registered Nurse wage grid plus \$2.00 for each level.

ARTICLE A – RECOGNITION

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

ARTICLE B – MANAGEMENT RIGHTS

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

ARTICLE C – REPRESENTATION AND COMMITTEES

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

C-1 Nurse Representatives

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

C-2 Negotiating Committee

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

C-3 Grievance Committee

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

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

C-4 Hospital/Union Committee

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

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

C-5 Professional Development Committee

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

C-6 Union Security

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

C-7 Occupational Health and Safety Committee

The Hospital will recognize one (1) bargaining unit employee of the Joint Occupational Health and Safety Committee. When the regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union. Both employees will be identified to the Hospital per 6.08.

ARTICLE D – HOURS OF WORK

D-1 Schedules for full-time, regular part-time/job share and casual part-time nurses will be posted every eight (8) weeks (the end of the fourth week of the working rotations) for the eight weeks following the posted rotation. Once posted, this schedule shall not be changed without the nurse being notified. Requests for change in posted time must be done in writing on the "Request for Change in Posted Time" form. This form must be signed by all parties involved in the switch

and presented to Nursing Administration for approval. No reasonable request will be denied, taking into account the needs of the hospital.

- D-2 Unavailability envelopes for regular part-time and casual part-time nurses will be posted on the nursing Units every eight (8) weeks (the second Monday of the working rotation) and taken down the following Monday (the third Monday of the working rotation) by 0830 hours. All unavailability requests for the next rotation consisting of eight (8) weeks following the posted rotation must be in this envelope, except for extenuating circumstances.
- D-3 All full-time nurses will work on a pre-determined eight (8) week rotation consisting of 11.25 hours and one (1) 7.5 hours stat which is pre-scheduled to accommodate a drop week. A nurse may request, through the unavailability envelope, to work a 7.5 hour shift and schedule her stat on another day. It is understood that if the nurse is requesting a stat lieu day on an extended tour, that such nurse will have the option to utilize banked time off in lieu or vacation hours to ensure that she/he is paid for 1950 hours per year. Nurses will work every other weekend and receive 50% split of day/night in their rotation.
- D-4 In order to qualify as a regular part-time nurse, as opposed to casual, a nurse must commit to be available for:
- i) a minimum of four (4) out of eight (8) weekends;
 - ii) a minimum of 22.5 hours in a two week period;
 - iii) December 24, 25, 26 or December 31, January 1 on a rotating basis annually;
 - iv) four (4) additional recognized holidays during the calendar year; If a recognized holiday falls in conjunction with a weekend, the nurse must be available to work the entire weekend;
 - v) eleven (11) calendar months of the year which must include one (1) of the following two (2) months: July or August.
- D-5 All nurses must be available to work either December 24, 25, 26 or December 31, and January 1 on a rotating basis annually. The Hospital will endeavour to not schedule more than two (2) consecutive shifts during the Christmas / New Year holiday period. The parties will meet and discuss such schedule prior to the final posting of the Christmas / New Year schedule. Multi-day leaves will not be granted over the Christmas/New Year's holidays except under special circumstances.
- D-6 Unused stat holiday hours are to be scheduled at a time agreeable to the Unit Manager and the nurse within sixty (60) days of the holiday. If they are not scheduled during this sixty (60) day period the nurse will be paid as set out in Article 13.01 (a). All stat holiday hours must be used in the calendar year in which they were earned, with the exception of Christmas and Boxing Day which must be used by March 31st of the following year.
- D-7 The hospital agrees to the following conditions in the formulation of working schedules:
1. Full-time nurses will receive four (4) weekends off in eight (8).

Premium payment will be received for any extra weekend worked save and except where:

- i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse.
- ii) Such nurse has requested to work said weekend.
- iii) Such weekend is worked as a result of an exchange with another nurse.

2. Regular part-time nurses will receive four (4) weekends off in eight (8). A regular part-time nurse will not be scheduled for any more than two (2) weekends in a row and if the nurse is, the nurse shall receive premium payment as provided for in Article 14.03 for all hours worked on a third consecutive and subsequent weekend; save and except where:

- i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;
- ii) Such nurse has requested weekend work in writing. The Hospital will provide a copy of the request to the Union.
- iii) Such weekend is worked as a result of an exchange of shift with another nurse.

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

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

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

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

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

4. Regular part-time nurses will be scheduled day shifts on an equitable basis up to their minimum commitment. All remaining shifts will then be scheduled by seniority. Any additional tours that become available after the posted time shall first be offered to regular part-time nurses in accordance with seniority and availability before casual part-time. The Hospital will not be required to offer tours which would result in overtime premium pay.

Notwithstanding Article 14.12, if senior regular part-time nurses have been scheduled for a shift, and a longer shift with the same start time becomes available, the senior regular part-time nurse will first be offered the longer

tour at her straight time hourly rate. Where possible, day shifts shall be equal to shifts worked over the eight week rotation.

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

D-8

TOURS OF LESS THAN THE NORMAL DAILY TOUR (7.5 HOURS)

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

D-9

In reference to Article 13.02, the meal periods and relief periods shall be as follows for the IPU and OR unless otherwise mutually agreed:

8 Hour Day Shift

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

8 Hour Evening Shift

- i) Meal periods shall be from 1600 hours to 1800 hours.
- ii) Relief periods shall be from 1900 hours to 2030 hours.

8 Hour Night Shift

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

12 Hour Day Shift

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

12 Hour Night Shift

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

In reference to Article 13.02, for nurses working in the ER, meal periods and relief periods can be taken in three (3) thirty minute periods.

D-10

EXTENDED TOURS

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

1. Implementation of Extended Tours

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

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

2. Hours of Work for Schedules

Full-time and Part-Time Nurses for Extended Tours

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

3. Scheduling Full-Time Only For Extended Tours

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

4. Scheduling Part-Time Only

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

D-11 **REALLOCATION BETWEEN UNITS**

A partial or single shift reallocation pursuant to Article 10.08 (a) will be done in the following order,

- i) The hospital will attempt, without overtime, to fill each unit need with the unit specific nurse prior to the option of reallocation;
- ii) Float nurse, if available;
- iii) Nurses working on sending area on the shift will be asked for a volunteer and most senior volunteer will be reassigned;
- iv) Assign agency nurse working in sending area;
- v) Least senior casual working on the sending area;
- vi) Least senior RPT / FT nurse;
- vii) The reallocated nurse will identify her skills and orientation needs to the Charge Nurse.

The Hospital will endeavor to orient new dual unit staff to both units within the first three (3) months from date of hire and will be offered ongoing in-service/educational opportunities provided to each unit.

D-12 When shifts that incur overtime payment are offered, they will be offered, by seniority to qualified full-time nurses, and if no full-time nurses are available, then by seniority to qualified regular part-time nurses, and if no regular part-time nurses are available, then by seniority to qualified casual nurses.

D-13 In accordance with Article 14.09 of the Central Collective Agreement, where a nurse chooses equivalent time off for overtime hours worked, the entitlement of lieu time off shall be scheduled at a mutually agreeable time within one hundred and twenty (120) days of the initial dated overtime or payment shall be made at the end of those one hundred twenty (120) days. All lieu bank hours are not to exceed seventy-five (75) hours.

ARTICLE E - VACATIONS

E-1 Vacation entitlement shall be calculated according to the nurse's anniversary date of hire. The vacation year for scheduling purposes shall be January 1st through December 31st.

E-2 In reference to Article 16, vacations earned during the period July 1st of the preceding year to June 30th of the current year shall be taken during the period of January 1st of the current calendar year to December 31st of the following calendar year.

E-3 A vacation quota of nurses allowed off at any one time will be set and reviewed as necessary. Vacation quotas will not be unduly restrictive. Full-time and part-time vacation quotas shall be separate.

- i) The Hospital will continue its present practice of providing updated vacation entitlement on each pay cheque.
- ii) Part-time nurses shall be paid their appropriate vacation pay on each pay cheque.

E-4 The Hospital will endeavour to ensure that a nurse requesting vacation between Canada Day weekend to Labour Day weekend (PRIME-TIME) of the same calendar year, will receive at least two (2) calendar vacation weeks under the following conditions. The following applies to PRIME TIME only:

- i) Notwithstanding Article 16.10, once PRIME TIME vacation is submitted and approved, it cannot be altered except by extenuating circumstances or mutual consent.
- ii) Absent and/or lieu days cannot be taken with vacation until all nurses have had an opportunity to book vacation.
- iii) One vacation week will commence at 0730 on Monday and finish at 0730 the following Monday.

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

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

There shall be no fewer than 2.5 FTE nurses off across the hospital at one time.

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

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

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

Step 1: By November 1st of each year, a twelve (12) month planner for full-time and regular part-time vacation schedules will be posted, and remain posted, in the Change Room on the Inpatient Unit.

Step 2: By January 10th by 15:00 hours nurses will document their Round # 1 (minimum choices #1, #2, #3...) Vacation request on a Change of Scheduled Time form and submit it to the Office of the Chief Nursing Officer.

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

If the initial request has been denied a subsequent offer, via writing or email shall be made to the nurses until each member has satisfied their vacation request based on seniority. A nurse is to

reply within two (2) business days, and failure to reply will require the Hospital to proceed to the next nurse.

Step 3: By January 31st, approval shall be granted, in writing or if requested by email, according to seniority for all Round # 1 (Choice # 1) vacation requests and delivered to unit mailboxes. Once vacation has been approved, it shall be permanently marked in red ink on the same vacation schedule by the nursing office.

Step 4: By February 10th by 15:00 hours the Round # 2 vacation requests must be submitted as in Step #2.

Step 5: By February 15th, approval shall be granted, in writing and delivered to the nurses mailbox or if requested via email, according to seniority for Round #2 as in Step 3. Once vacation has been approved, it shall be permanently marked in red ink on the same vacation schedule in the Change room on the IPU.

Note: All other vacation requests after February 15th, will be decided in writing or via email, on the basis of the dates the requests were submitted. In the event requests are submitted on the same day, seniority will prevail.

There will be no vacation normally granted between December 15th and January 9th. If vacation is granted and approved over Christmas, it shall be considered Christmas off and the nurse shall be required to be available to work the next Christmas.

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

E-8 Upon separation of employment from the Hospital, if vacation taken exceeded vacation accrued the necessary pay adjustments (i.e. Deductions) will be made from the remaining pays.

ARTICLE F – STANDBY

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

- i) Endeavour to equitably distribute standby duty amongst the nurses;
- ii) Post standby duty on the work schedule referred to in Article 14.12 (a) and (b), eight (8) weeks in advance;
- iii) Unless mutually agreed between a nurse and the Hospital, a nurse shall not be scheduled to standby duty on days upon which a nurse is scheduled to be off work.

- v) When a nurse is scheduled for standby on a weekend and is called into work, she or he is considered to be “working” the weekend.
- F-2 Nurses scheduled for standby shall be provided with beepers.
- F-3 Standby schedules will not be reassigned without consultation with the nurse whose schedule is being changed.
- F-4 The standby Operating Room nurse may only be called back for emergency surgical procedures. The standby RN will respond to other hospital requests upon mutual agreement.

ARTICLE G – PAID HOLIDAYS

- G-1 With reference to Article 15.01, the designated holidays shall be as follows:
- | | |
|--|---|
| H-1 New Year’s Day (Jan. 1 st) | H-8 Labour Day |
| H-2 Family Day (3 rd Monday/Feb) | H-9 Thanksgiving Day |
| H-3 Good Friday | H-10 Remembrance Day (Nov. 11 th) |
| H-4 FLOAT | H-11 Christmas Day (Dec. 25 th) |
| H-5 Victoria Day | H-12 Boxing Day (Dec. 26 th) |
| H-6 Canada day (July 1 st) | |
| H-7 Civic Holiday (1 st Monday/Aug) | |
- G-2 There is, in addition to the above, one (1) float day which may be taken at any time of the year.
- Nurses required to work on their scheduled float day off shall be paid at the rate of time and one-half (1½) for all hours worked and the nurse may reschedule her/his float day off at a mutually agreed later date.
- G-3 It is understood and agreed that a nurse working from 2330 hours on the day immediately prior to the holiday until 2330 hours on the day of the holiday shall be paid at time rate as provided for in Article 15.05 full-time and Article 15.08 part-time. It is also understood and agreed that pay at the regular rate will be received for hours worked after 2330 hours on the day of the holiday.
- G-4 If any of the above holidays occurs on a nurse’s day off or during a nurse’s vacation, another day off in lieu will be granted as agreed upon by the nurse and her or his immediate supervisor.

ARTICLE H – BULLETIN BOARDS

- H-1 The Hospital shall provide one (1) bulletin board for the use of ONA in the Hospital’s staff lounge on the second floor (beside the operating room). ONA documents are not to be posted in other areas of the Hospital without written permission from the CNO or her delegate.
- H-2 Notices of membership meetings may be posted on unit bulletin boards.

ARTICLE I – MODIFIED WORK

- I-1 The Hospital will notify the Bargaining Unit President and/or the Labour Relations Officer of the names of all nurses who go off work due to a work related injury or when an employee goes on LTD.
- I-2 Prior to any nurse returning to work on a Modified Work Program, the Hospital will notify an Union representative to discuss the circumstances surrounding the nurse's return to suitable work.

ARTICLE J – VIOLENCE IN THE WORKPLACE**J-1 Definition of Violence**

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

J-2 Violence Procedures and Policies

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

J-3 Notification to the Union

The Hospital, will inform the Union within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted, in writing, to the Union as soon as possible. For critical injuries the employer will notify the JHSC and the union immediately.

J-4 Function of the Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

J-5 Staffing Levels to Deal with Potential Violence

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

J-6 Training

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

J-7 Support and Counselling

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

J-8 Damage to Personal Property

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

J-9 The Employer and the Union recognize the employer's obligation under the OHSA to take every precaution reasonable to protect workers to provide information, including personal information to a worker related to a risk of workplace violence from a person with a history of violent behaviour.

- a) The employer in consultation with the JHSC or health and safety representative shall develop an effective written measure and procedure to put in place a visible warning system for all staff who may be exposed to patients who have a history of violent behaviour. Such a system shall include flagging measures such as:
 - i. Information about individual patient triggers
 - ii. Readily visible signage on the outside of the chart
 - iii. Visible notation on the inside of the chart
 - iv. Signage for patient room doors
 - v. Signage at bedside if multiple occupancy room
 - vi. Wristbands and
 - vii. A method to communicate pertinent information about a transferred patient and associated visitor to the workers of a receiving unit.

- b) These measures and procedures will be re-evaluated annually in consultation with the JHSC.

ARTICLE K – EARLY AND SAFE RETURN TO WORK

K-1 The Hospital and the Union 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 Union agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication the Hospital and the Union agree that participants will use electronic communication where available.

- K-2 A Joint Return to Work Committee (RWC) comprised of an equal number of Union and Hospital representatives will be established. One (1) of the Union representatives will be recognized as co-chair. The Committee will meet as required. The Union co-chair, if she/he attends RWC meetings on her/his day off, will receive pay at straight time or time in lieu where possible for hours spent in RWC meetings. Such hours are invisible for the purposes of determining premium.
- K-3 A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of her/his ability to return to work including information regarding any restrictions.
- K-4 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 K-3 above.
- K-5 As soon as practicable, the Committee will meet with the affected nurse to create and recommend a return to work plan.
- K-6 In creating a return to work plan, the committee will examine the disabled nurse's abilities and accommodation needs to determine if they can return her to:
- i) Original position;
 - ii) Original unit;
 - iii) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
 - iv) Alternate positions within nursing outside the original unit.
- K-7 In creating a return to work plan, the committee will consider the nurse's abilities and accommodation needs, and if she/he is unable to return to work in accordance with K-6 above, the committee will identify any positions in the Hospital in which the nurse may be accommodated.
- K-8 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.
- K-9 The parties recognize that more than one (1) nurse may be suitable for a particular position or arrangement. In such cases, the parties agree that in complying with articles K-6, K-7 and K-8 above, they must balance additional factors including, in no particular order:
- i) Skills, ability and experience;
 - ii) Ability to acquire skills;
 - iii) Path of least disruption to work place;
 - iv) The principle that more should be done to provide work to someone who otherwise would remain outside the active workforce;
 - v) Seniority.

K-10 When more than one (1) nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in articles K-6 to K-9 are relatively equal, seniority shall govern.

K-11 The committee will monitor the status of accommodated nurses and status of nurses awaiting accommodation.

K-12 ALTERNATIVE PLACEMENTS

i) Before posting, the Committee will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with article (e).

ii) If a vacancy is identified as suitable for accommodation purposes, the Committee may recommend holding the posting and convene meeting of the Committee as soon as possible to determine:

(A) Whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, the safety of the nurses working in the unit, alternative resources, can reasonably accommodate a nurse;

(B) Whether the posting of the position, under the Collective Agreement between the parties, may be waived;

(C) Whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.

iii) Early and Safe Return to Work

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, which is to include the Labour Relations Officer, will sign an agreement containing the details of the accommodation.

iv) The parties may agree to a written agreement for temporary accommodations of extended duration.

v) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:

(A) The nurse is permanently accommodated in another position or arrangement;

(B) The weight of the medical evidence establishes that there is no reasonable prospect of return to her/his original position in the foreseeable future;

(C) The Employer may elect to fill the disabled nurse's home position by posting a temporary to permanent vacancy;

1) In so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement.

- 2) If and when it is confirmed that the disabled nurse cannot return to her/his original position, the position will be filled in accordance with the job posting provisions of the Collective Agreement.
 - 3) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
- (D) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

ARTICLE L – MISCELLANEOUS

- L-1 If a full-time nurse requests information with respect to benefit coverage and costs while on a leave of absence, such information will be provided within two (2) weeks of the request.
- L-2 The parties agree that any successful and unsuccessful applicant for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful applicant.
- The parties further agree that the above will be copied to the ONA Bargaining Unit President.
- L-3 A seniority list as provided for in Article 10.02 will be compiled and posted on the Union bulletin board by January 15th and July 15th of each year. A copy will be provided to the Union Bargaining Unit President and / or Labour Relations Officer.
- L-4 The nurses at Haldimand War Memorial Hospital will be paid on a bi-weekly basis. Payroll errors will be administered in accordance with Hospital policy.
- L-5 When Nurses are planning retirement they will endeavour to provide at least twelve (12) weeks' notice to the Hospital to facilitate recruitment and replacement, where necessary.

ARTICLE M – LEAVES OF ABSENCE

- M-1 Leave of absence without pay will be granted to a nurse elected or appointed to the position of Local Coordinator and such leave shall not exceed thirty (30) days annually.
- M-2 Leave of absence for Union business as provided for in Article 11.02 shall be granted as requested in writing, provided four (4) weeks' notice is given to the Hospital where possible.
- Two (2) nurses may be absent for such leave at the same time. Should a third (3rd) nurse request such leave at the same time, leave will be approved providing adequate replacement staff is available.

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

Hospital during the calendar year and the Hospital will not unreasonably deny the request.

Replies to requests for leaves of absence shall be given within two (2) calendar weeks of receipt of the request.

ARTICLE N – PREPAID LEAVE

N-1 In reference to Article 11.11 (c), it is agreed that a maximum of two (2) nurses (one full-time and one regular part-time) shall be allowed off at any one time.

ARTICLE O – JOB SHARERS

O-1 All such positions shall be considered full-time.

O-2 (a) Job sharers shall be treated as regular part-time nurses for all purposes, with the exception of scheduling arrangements related to regular part-time staff.

(b) Job sharers shall have the right to determine which partner works on the scheduled paid holidays. These scheduled paid holidays shall be equitably scheduled amongst the job sharers and, shall not exceed the twelve (12) holidays identified in Article G unless mutually agreed to otherwise.

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

O-3 Two (2) nurses may share one (1) full-time position to a maximum of three (3) position within the Hospital and no more than two (2) in any one unit. Individuals who are presently working full-time and wish to make application to job share shall do so to the Chief Nursing Officer. The applicant's portion of the position will not be posted but the remainder of the position shall be posted as per the Central Collective Agreement.

O-4 If more nurses in any area make application to job share in that area than is acceptable to the Chief Nursing Officer, the decision as to which jobs is/are to be shared shall be based on seniority.

O-5 The selection process for applicants to the posted position shall be in accordance with the Central Collective Agreement.

O-6 If one of the job sharers terminates her/his position or transfers to a different position, the posting of such vacancy will be as per the Central Collective Agreement.

If a full-time position, which is job shared, reverts to a non-shared full-time position, then the job sharing nurse, if she/he wishes a full-time position, must make application for that full-time position which is job shared as per the Central Agreement, unless she/he was the incumbent of that original full-time position in which case she/he will receive the position and it shall not be posted.

O-7 Posted schedules for job sharing will be identical to the rotation for the full-time

nurse(s) they replace.

- O-8 Total hours worked by one pair of job sharing partners shall equal one (1) full-time position with the expectation that each partner will work at least fifty percent (50%) of the available work time. The division of hours of work shall be determined by mutual agreement between the two (2) nurses and approved by their supervisor. Schedules shall conform with the scheduling provisions of the Collective Agreement and will not include the scheduling of weekend split shifts/exchanges. Schedules must be submitted for an eight (8) week period in writing at least one (1) month in advance of that eight (8) week schedule. The supervisor shall be notified in writing at least one (1) week in advance regarding any changes to the schedule.

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

- O-9 It is expected that both job sharers will cover each other's incidental illnesses, vacation and any short term leaves of up to 30 days in duration.

If job sharers cover for each other during vacation, they shall not be part of any vacation quota. If they do not cover for each other for vacation, they become part of the part-time vacation quota.

If, because of unavoidable circumstances, one cannot cover the other, the Hospital must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

For absences greater than 30 days, the Hospital will contact the remaining nurse to offer such hours. If such nurse refuses to work the vacant hours, the Hospital will schedule such hours in accordance with the collective agreement.

Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood if they make themselves available on tours when the job share partner is scheduled such would not result in premium payment. Job sharers can only be offered additional tours when no other regular part-time nurse is available.”

- O-10 Job sharing shall be implemented and it shall have a trial period of ten (10) months. There shall be an ongoing review of job sharing at Hospital-Association Committee meetings. The results shall be reviewed at a Hospital-Association meeting approximately eight (8) months into the ten (10) month trial period.

- O-11 Should a permanent job sharing arrangement not be established at this time, nurses within job shared positions shall revert to their former positions.

- O-12 Either party may terminate the job sharing program on giving eight (8) weeks' notice to the other, in writing, of their desire to terminate. A meeting will be held within two (2) weeks of notice to discuss reasons and implementation.

ARTICLE P – BENEFITS – PROCESS OF PAYMENT

- P-1 Regular Part Time Voluntary Benefits

The Employer agrees to provide regular part-time nurses, who transfer from full-time, with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17.10, providing they were enrolled in such coverage at the time of transfer. It is understood and agreed that the regular part-time nurses who participate will assume the monthly premiums.

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

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

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

P-2 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to continue participating in the benefits plans as outlined in Article 17.01 (h) or 17.01 (i) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a pre-authorized withdrawal process effective on the first of each and every month.

The Employer will notify the Union and all participating employees of the benefit costs in January of each year, and any time the benefit costs are changed by the carrier.

ARTICLE Q – ELECTRONIC GRIEVANCE FORMS

- Q-1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- Q-2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- Q-3 Electronic grievances may be sent, via email to the applicable Manager and copied to Human Resources, or the identified designate.
- Q-4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- Q-5 The Union is to ensure to get a copy of the electronic version signed by the grievor.
- Q-6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

ARTICLE R – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD FORMS

- R-1 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital

Central Agreement.

- R-2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- R-3 Electronic PRWRFs may be sent, via email, to the applicable Manager or designate.
- R-4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- R-5 The Union is to ensure to get a copy of the electronic version signed by the employee(s).
- R-6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

Signed at Dunnville, Ontario this 15 day of October, 2018.

FOR THE HOSPITAL

FOR THE UNION

Devon Inglis

Deanna King
Labour Relations Officer

Damian Borrelli

Evelyn Veldman
Bargaining Unit President

Sherry Reidy

Jayne Nagel

Sharon Moore

Maurice Houer

LETTER OF UNDERSTANDING

Between:

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

And:

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

Re: Certification/Education

The Hospital will pay for certification and recertification courses in ACLS for all nurses and for PALS and CTAS for Emergency Department nurses. The Hospital will pay for certification and recertification courses in CPR when provided by the Hospital.

Short courses, workshops and seminars will be in accordance with Hospital policy.

Signed at Dunnville, Ontario this 15 day of October, 2018.

FOR THE HOSPITAL

FOR THE UNION

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Deanna King
Labour Relations Officer

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LETTER OF UNDERSTANDING

Between:

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

And:

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

Re: Innovative 4 on 5 Off Schedule as per Article 13.03

1. This Innovative 4 On 5 Off Schedule Letter of Understanding supersedes the current Letter of Understanding for the 2D2N schedule. Innovative is to mean the introduction of a Late Day shift for the hours of 1000 hours to 2200 hours.

2. For clarity, Innovative 4 On and 5 Off is to mean the following:

| | |
|----------|--------------------------------|
| Days | - 0730 hours to 1930 hours (D) |
| Late Day | - 1000 hours to 2200 hours (3) |
| Nights | - 1930 hours to 0730 hours (N) |

3. All shifts that commence prior to 1000 hours will be considered a day shift. Article 14 of the Central Collective Agreement shall apply for the hours of work as defined in D-7 5. (i) to (iv).

4. The Parties agree that those in the Nursing Department wishing to implement the Innovative 4 On 5 Off schedule, will have these new rotations created and posted no later than six weeks prior to implementation with the express understanding that the new rotation(s) is / are being trialed for a six (6) month period. A vote for all nurses in the In Patient unit and Emergency Department (IPU/ED) will be held when mutually agreed upon, in accordance with paragraphs (2) to (21) below.

At any meetings between the Nursing Department employees and the Employer to discuss the Innovative 4 On 5 off Schedule, a Member of the Local Executive shall be in attendance.

5. A secret ballot vote will be jointly conducted by the Hospital and the Union to determine the wishes of the staff in the Nursing Department. If seventy-five percent (75%) or more of the votes cast are in favour of implementing an Innovative 4 On 5 Off Schedule, such schedule shall be implemented in the Nursing Department for a six (6) month trial period. For a vote to be valid a minimum of 50% of eligible staff must vote.

6. It is understood that the implementation of an Innovative 4 On 5 Off schedule may not require all nurses in the Nursing Department to work that schedule, but nonetheless all nurses assigned to the Nursing Department may be affected by the schedule and

therefore are eligible to vote (Full-Time and Regular Part-Time Members and Job Sharers).

7. Prior to conducting a vote, staff shall be provided with a copy of the proposed schedule for review.
8. Prior to the end of the six (6) month trial period, the Hospital and the Union shall meet to review the trial arrangement. Should both parties agree, the Innovative 4 On 5 Off Schedule will be continued.
9. Full-time nurses will be scheduled nineteen hundred and fifty (1950) hours per calendar year to fulfill their obligation to the Hospital. Nurses who wish to utilize overtime hours already in their lieu bank for these additional tours shall be allowed to draw 11.25 hours and apply this towards the additional pension shifts. A nurse is required to submit his/her request(s) in writing for the additional shifts (pension shifts), and H-days (Paid Holiday lieu days) with the posted Unavailability envelope that includes January 1st. It is understood that H-days will not be taken as time off, and those hours will be put towards the 1950 hours per year. The Hospital will endeavour to honour the nurse's preference(s).
10. Nurses must make themselves available to work their required additional shift(s) on all three (3) start times, 0730, 1000, and 1930 hours. The scheduling of the required additional shifts will be scheduled to provide direct patient care, prior to the scheduling of regular part time nurses.
11. Full-time employees working the Innovative 4 On 5 Off Schedule shall be scheduled for additional tours necessary to satisfy the 1950 paid hours per year requirement in any calendar year. These additional shifts will be scheduled by the Hospital during the employees otherwise regularly scheduled five (5) days off and equitably distributed throughout the calendar year as possible, and will be paid for hours worked at the employee's straight time hourly rate of pay. The Hospital will make all efforts to not schedule these required additional shifts in a manner which results in the employee working 5 consecutive tours and/or in excess of three consecutive weekends.
 - i) Nurses will provide the scheduler, in writing, her/his intention for working pensionable hours to make up the required 1950 hours per year;
 - ii) Nurses will provide the scheduler, in writing, her/his intention when scheduling the earned lieu / banked time to make up the required 1950 hours per year.
12. Nurses will not be required to work more than four (4) shifts in a row and no nurse shall be permitted to normally work four (4) consecutive day shifts, or four (4) consecutive night shifts. The four (4) consecutive shifts will normally consist of two (2) eleven and one-quarter (11.25) hour days immediately followed by two (2) eleven and one-quarter (11.25) hour late day shifts (DD33) or two (2) eleven and one quarter (11.25) night shifts (DDNN), or a combination of either a D3NN, or a DD3N followed by five (5) consecutive days off. Premium will be paid, as per Article 14, for a fifth (5th) tour and subsequent tours save and except where:
 - i) The fifth (5th) tour is worked to satisfy specific requested days off requested by the employee; or
 - ii) The fifth (5th) tour is the result of an exchange with another employee; or

- iii) The fifth (5th) tour is a required additional shift to maintain full-time hours subject to paragraph (11) above.
- 13. The hospital agrees to the following conditions in the formulation of working schedules: Full-time nurses will receive three (3) full weekends (full-weekends defined as Friday, Saturday and Sunday) off in a nine (9) week rotation. If a nurse does not receive three (3) full weekends off in nine (9) she/he will receive premium payment in accordance with article 14.03 for all hours worked on any additional weekends worked save and except where:
 - i) Such weekend has been worked by the nurse to satisfy specific days off requested by the employee; or
 - ii) Such nurse has requested to work said weekend; or
 - iii) Such weekend is worked as a result of an exchange with another nurse;
- 14. Vacation time will be requested as per the Collective Agreement.
- 15. All other provisions of the Collective Agreement (both local and central) shall apply.
- 16. The Innovative 4 On 5 Off Schedule may be discontinued in the Nursing Department when the affected employees make a request in writing to the Director and send copies to the Union, that a vote is to be taken to discontinue the Innovative 4 On 5 Off Schedule. The written request must be signed by sixty-five percent (65%), of the affected employees working in the Nursing Department.
- 17. The Innovative 4 On 5 Off Schedule will be discontinued in the Nursing Department if sixty-five percent (65%) of the staff in the Nursing Department so indicate by secret ballot. For a vote to be valid a minimum of 50% of eligible staff must vote.
- 18. The Innovative 4 On 5 Off Schedule will be discontinued if the Hospital decides to do so because of adverse effects on patient care and/or inability to provide a workable staffing schedule and/or where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the Innovative 4 On 5 Off Schedule tours in the schedule.
- 19. When notice of intention to discontinue in accordance with paragraphs (16), (17), (18) above is given by either party, then:
 - i) The parties shall meet within three (3) weeks of the notice to review the request for discontinuance; and
 - ii) Where it is determined that the Innovative 4 On 5 Off Schedule will be discontinued, affected staff shall be given sixty (60) days' notice before the schedules are so amended.
- 20. Regular Part-time Nurses Commitment per D-1 (d) i) will be a minimum of four (4) out of nine (9) weekends.
- 21. Before the schedule is posted, the required pension shifts for full time shall be scheduled prior to RPT and casuals being scheduled.

Signed at Dunnville, Ontario this 15 day of October, 2018.

FOR THE HOSPITAL

Devon Inglis

Damian Borrelli

Sherry Reidy

Sharon Moore

FOR THE UNION

Deanna King
Labour Relations Officer

Evelyn Veldman
Bargaining Unit President

Jayne Nagel

Maurice Houwer

LETTER OF UNDERSTANDING

Between:

THE ONTARIO NURSES' ASSOCIATION

(hereinafter referred to as the "Union")

And:

HALDIMAND WAR MEMORIAL HOSPITAL

(hereinafter referred to as the "Hospital")

Re: Scheduling Committee

The parties agree that there shall be a Scheduling Committee comprised of two (2) Union representatives and two (2) Employer representatives. The Committee will meet on a mutually agreed upon time to act in an advisory capacity to assist in the development of the Christmas schedule. Employees who are members of the Committee will attend without loss of pay.

Signed at Dunnville, Ontario this 15 day of October, 2018.

FOR THE HOSPITAL

FOR THE UNION

Devon Inglis

Deanna King
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