

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, 2018

TABLE OF CONTENTS

APPENDIX 3.....	1
APPENDIX 4 - SUPERIOR CONDITIONS	4
APPENDIX A – EDUCATION FUND	7
ARTICLE A – RECOGNITION	8
ARTICLE B - MANAGEMENT RIGHTS	8
ARTICLE C - REPRESENTATION & COMMITTEES.....	8
ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS.....	10
ARTICLE E - ILLNESS.....	11
ARTICLE F – SCHEDULING	12
ARTICLE G - STANDBY	22
ARTICLE H - PAID HOLIDAYS.....	23
ARTICLE I - PREMIUM PAYMENT/OVERTIME	23
ARTICLE J - MISCELLANEOUS.....	24
ARTICLE K – VACATION (Full-time and Regular Part-time Only).....	26
ARTICLE L - SENIORITY	27
ARTICLE M – EDUCATION (Full-time and Regular Part-time).....	28
LETTER OF UNDERSTANDING	30
RE: Violence in the Workplace.....	30
LETTER OF UNDERSTANDING	32
RE: Self-Scheduling.....	32
LETTER OF UNDERSTANDING	37
RE: Innovative Scheduling	37
LETTER OF UNDERSTANDING	39
RE: Electronic Grievance Form.....	39
LETTER OF UNDERSTANDING	40
RE: Professional Responsibility Workload Report Form (PRWRF).....	40
LETTER OF UNDERSTANDING	41
RE: Parking Rates	41
MEMORANDUM OF AGREEMENT	42
RE: Multi-Site Jobs	42
MEMORANDUM OF AGREEMENT	43
RE: Unit Weekend Schedule.....	43
LETTER OF UNDERSTANDING	45
RE: Uniform Allowance	45
LETTER OF UNDERSTANDING	47
RE: Filling of Temporary Vacancies	47
LETTER OF UNDERSTANDING	48
RE: Electronic Job Posting.....	48
LETTER OF UNDERSTANDING	49
RE: Nursing Resource Positions	49
LETTER OF UNDERSTANDING	50
RE: Union Office Space	50

APPENDIX 3**SALARIES/WAGE GRIDS/CLASSIFICATIONS**

Effective April 1, 2016	Registered Nurse/ Hepatitis C Vaccine Nurse/ Occupational Health and Safety Nurse/ Wellness Nurse	Resource Nurse/ Renal Access Nurse	Charge Nurse/ Geriatric Assessment Nurse	Nurse Educator/ Renal Nurse Navigator/Oncology Information Systems Specialist	Nurse Practitioner	Advanced Practice Nurse	Clinical Nurse Specialist	Registered Nurse First Assist	Grad. Rate	Coordinator, Efficiency OR
Start	\$31.45	\$32.09	\$33.60	\$34.32	\$48.35	\$45.65	\$42.57	\$36.48	\$29.93	\$42.19
1 Year	31.91	32.55	34.00	34.72	48.73	46.05	43.06	36.90	--	42.95
2 Years	32.45	33.10	34.47	35.18	49.42	46.72	43.76	37.39	--	43.72
3 Years	34.04	34.72	36.06	36.78	50.08	47.35	44.46	39.08	--	44.51
4 Years	35.65	36.37	37.68	38.39	51.56	48.79	45.91	40.81	--	45.31
5 Years	37.66	38.42	39.68	40.39	54.04	51.21	48.26	42.93	--	46.13
6 Years	39.68	40.48	41.70	42.42	54.09	51.26	48.30	45.08	--	46.96
7 Years	41.72	42.55	43.73	44.45	54.15	51.32	48.36	47.24	--	47.80
8 Years	44.68	45.58	46.77	47.48	54.20	51.36	48.39	50.47	--	48.66
25 Years	45.47	46.38	47.59	48.30	55.13	52.26	49.24	51.34	--	49.55

Effective April 1, 2017	Registered Nurse/ Hepatitis C Vaccine Nurse/ Occupational Health and Safety Nurse/ Wellness Nurse	Resource Nurse/ Renal Access Nurse	Charge Nurse/ Geriatric Assessment Nurse	Nurse Educator/ Renal Nurse Navigator/Oncology Information Systems Specialist	Nurse Practitioner	Advanced Practice Nurse	Clinical Nurse Specialist	Registered Nurse First Assist	Grad. Rate	Coordinator, Efficiency OR
Start	\$32.21	\$32.86	\$34.42	\$35.15	\$49.04	\$46.76	\$43.60	\$37.36	\$30.65	\$43.21
1 Year	32.36	33.01	34.48	35.21	49.42	46.97	43.66	37.42	--	43.55
2 Years	32.90	33.56	34.94	35.67	50.11	47.37	44.37	37.91	--	44.33
3 Years	34.52	35.21	36.57	37.30	50.79	48.02	45.08	39.63	--	45.13
4 Years	36.15	36.88	38.20	38.93	52.28	49.48	46.56	41.38	--	45.94
5 Years	38.19	38.96	40.23	40.96	54.80	51.94	48.94	43.54	--	46.77
6 Years	40.24	41.05	42.29	43.02	54.86	51.99	48.98	45.72	--	47.62
7 Years	42.30	43.14	44.34	45.07	54.91	52.04	49.03	47.90	--	48.46
8 Years	45.31	46.22	47.42	48.15	54.96	52.09	49.08	51.18	--	49.35
25 Years	46.11	47.04	48.26	48.98	55.90	53.00	49.94	52.06	--	50.24

NIAGARA HEALTH SYSTEM
WORK SHEET – O.N.A. WAGE SCHEDULE
PERCENTAGE DIFFERENTIAL WITH REG. N. RATES

	Resource Nurse/ Renal Access Nurse	Charge Nurse/ Geriatric Assessment Nurse	Nurse Educator/ Renal Nurse Navigator	Nurse Practitioner	Advanced Practice Nurse	Clinical Nurse Specialist	Registered Nurse First Assist	Grad. Rate	Coordinator, Efficiency OR
Start	0.0202	0.0685	0.0913	0.5225	0.4516	0.3537	0.1599	0.0483	0.3416
1 Year	0.0201	0.0656	0.0881	0.5271	0.4515	0.3493	0.1564	--	0.3459
2 Years	0.0201	0.0621	0.0842	0.5230	0.4397	0.3485	0.1522	--	0.3473
3 Years	0.0200	0.0593	0.0804	0.4713	0.3911	0.3061	0.1481	--	0.3075
4 Years	0.0203	0.0568	0.0769	0.4462	0.3687	0.2879	0.1447	--	0.2709
5 Years	0.0201	0.0535	0.0726	0.4351	0.3599	0.2814	0.1400	--	0.2248
6 Years	0.0200	0.0509	0.0690	0.3632	0.2919	0.2173	0.1362	--	0.1834
7 Years	0.0200	0.0482	0.0654	0.2980	0.2302	0.1592	0.1323	--	0.1457
8 Years	0.0202	0.0467	0.0627	0.2130	0.1495	0.0831	0.1295	--	0.0892
25 Years	0.0201	0.0466	0.0623	0.2123	0.1493	0.0830	0.1291	--	0.0897

APPENDIX 4 - SUPERIOR CONDITIONSSt. Catharines General SiteArticle 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.

Effective Date of Ratification – August 17, 2011

1. Full-time nurses employed at the SC site as of date of ratification will be grandfathered and remain entitled to the superior condition above.
 - (a) The superior condition above is maintained for the grandfathered FT nurses in 1. above until such time that the last grandfathered FT nurse has retired or resigned or transferred to another site or changed status (i.e. FT to RPT or casual).
 - (b) FT SC site RN's who transfer temporarily to another site or status will be reinstated to this superior condition once they return to the SC site.
3. A list of the nurses eligible for the existing superior condition as of the date of ratification will be provided to the union. An updated list of the remaining grandfathered nurses shall be provided on April 1st of each subsequent year.
4. The parties agree to amend the superior condition above through the establishment of a joint stewardship Education Fund. This fund shall be available to all ONA members in the NHS to support nursing and leadership education. The education fund shall be funded as follows:
 - For each FT RN from the SC site who exists as per 1 above, \$2500.00 per year per nurse shall be added each and every subsequent year to the education fund
 - The Education Fund will be capped annually at \$782,000.00.
 - The funds must be utilized within each fiscal year as uncommitted funds cannot be carried over to the next fiscal year.
5. The Education Fund will be separate and distinct from any Corporate Training and Education budget and any other funds or endowments including the NPDC funds and administered separately. The parties agree that mandatory education and inservice training remains the responsibility of the Employer and is not covered by this fund.
6. The application and administration processes for the Education Fund are set out in Appendix 5.

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.

APPENDIX A – EDUCATION FUND

Superior Condition Education Fund Administration and Application

The Education Fund shall be available for all ONA members in the NHS to support nursing and leadership education.

ONA members may apply by an Expression of Interest form to access the fund once in a fiscal year between April 1st and May 31st. Applicants will be chosen by Lottery June 1st of each year. The number of applicants drawn will be based on the available funds each year as set out in Appendix 4 (Superior Conditions). Successful applicants will be notified by letter and may access \$1000.00 to be used between July 1st of the fiscal year up until June 30th of the following year towards expenses or salary for Nursing or Leadership education.

Any surplus education funds not verified by the lottery winner for use by February 15th of the fiscal year shall be directed to Corporate HAC for the parties to determine the plan for use of such funds for education of ONA members prior to the end of the NHS fiscal year on March 31st or committed for use in the next fiscal year.

The Employer shall provide the Local Union with a list of employees who have exited the superior condition under Appendix 4, number 1. during the fiscal year and an accounting of the transfer of funds into the Education Fund based on the number of exits will be provided at the end of the fiscal year to the Bargaining Unit Executive.

The Employer shall provide to the Local Union quarterly reports of revenue and expenses of the Education Fund.

The course/workshop/seminar/conference must provide education that will increase knowledge and professional skills to enhance quality of care and services provided by nurses and approval will not be arbitrarily or unreasonably denied.

The parties will develop a process for the Expression of Interest and the Lottery, expense claims and providing proof of attendance at the education.

Expense claims made under this fund must meet the Broader Public Service (BPS) guidelines which include fairness, transparency, accountability and value for money.

If education is approved, salary replaced and the nurse has not attended the education, the salary replacement paid will be deducted from the pay of such RN on the next pay period.

The education fund will not be used to cover replacement costs of nurses backfilling nurses approved for the Education Fund.

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.

Effective April 26, 2011 for the purpose of clarity the Hospital and the Union agree that Occupational Health Nurse and Wellness Nurse classifications are included in the bargaining unit and the classification of Employee Health and Abilities Consultant is excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association recognizes that the management of the Hospital and the direction of the working 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 There shall be one (1) Site Vice President for each site of the Niagara Health System. In the event of a vacancy at a site for a Site Vice President, the Bargaining Unit President shall notify the Employer of the name of the nurse responsible to cover or fill such vacancy.

C-2 Nurse representatives

There shall be twenty (20) nurse representatives from St. Catharines site; nine (9) from Greater Niagara General site; nine (9) from Welland Hospital site; two (2) nurse representatives each from Douglas Memorial Hospital site, Port Colborne General site and one (1) nurse representative 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-3 Grievance Committee

There shall be a Central Grievance Committee composed of the site Vice Presidents or Grievance Chairpersons and the Bargaining Unit President and there shall be a committee at each site composed of no more than two (2) Grievance committee representatives.

C-4 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-5 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-6 Negotiating Committee

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

C-7 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-8 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-9 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.

C-10 Scheduling Committee

There will be a Scheduling Committee comprised of up to three ONA bargaining unit representatives plus the Bargaining Unit President (or designate) and Employer Representatives. The ONA representatives shall be appointed by the Union. The committee shall meet once every 6 months or as called by the Co-Chairs. The employer will compensate up to three (3) ONA bargaining unit representatives for up to (4) hours spent in attendance at these meetings. The purpose of the committee shall be to discuss scheduling issues that are common to all sites and to discuss issues that can't be resolved by the process set out in F-1.

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 ten (10) nurses absent at one time from St. Catharines site, five (5) nurses absent at one time from Greater Niagara 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 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, 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, the nurse will receive vacation pay in accordance with Article 16.06 and Article K and the nurse shall be considered to be on unpaid vacation when taking time off for vacation purposes.

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 Employer for 37.5 hours per pay period plus the cost of benefits which include EHC, Dental, Accidental Death and Dismemberment HOOGLIP, HOODIP and LTD 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 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 and a half (1.5) hour prior to the commencement of her/his tour if on the day tour and at least six (6) 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 start of an evening or night tour and by 1900 hours before the start of a day tour. A day shift is a shift that starts between 0500 and 1000 for the purposes of this provision.

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) Nurses 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 nurses who require permanent accommodation quarterly.
 - vii) Nurses who have filed incident reports for an injury a copy of which will be provided to the site representative.
- (b) When it has been medically determined that an employee is unable to return to the full duties of a nurse's position, the Employer will notify, provide appropriate documentation related to restrictions and job duties to and meet with the representative of the Ontario Nurses' Association to facilitate a meaningful discussion to promote a successful 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 and the Union recognize their joint responsibility to ensure that all parties are available for modified work meetings.

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.

Any unresolved issues will be forwarded to the Scheduling Committee as per Article C-10.

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 will be posted a minimum of six (6) weeks in advance inclusive of the current two (2) week pay period.
 - 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)
- For those nurses working 7.5 hour tours, in the case of changes in assigned shifts in accordance with the schedule, there will be an interval of no less than sixteen (16) hours off between tours.
- (d) (Full-time and Regular Part-time Only)
- The Hospital will not schedule split tours except by mutual agreement.
- (e) (Full-time and Regular Part-time Only)
- A 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)

A 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)

A 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 24th until 0700 hours on December 27th and time off at New Year's shall include from 0001 hours on December 31st until 0700 January 2nd, unless otherwise mutually agreed between the Hospital and the nurse.

The normal scheduling regulations may be waived between December 15th and January 10th 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 1st for Nurses to indicate their preference for Christmas and New Year's time off by October 1st. 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 1st. Any errors will be corrected and additions will be made and the schedule will be reposted by November 10th 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 full-time and regular part-time 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 full-time and regular part-time nurses in a particular unit vote, as outlined in Article F-8 (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 full-time and regular part-time 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 (4th) or more consecutive extended tour, premium pay shall be paid for the fourth (4th) or more 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 will be posted a minimum of six (6) weeks in advance inclusive of the current two (2) week pay period.

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, the remaining nurse will have the option of continuing full-time in the position. If he/she declines this option, the vacant half of the Job Share line will be posted. If there is no successful applicant, the position will be posted as a full-time position in accordance with Article 10.07 and the remaining nurse will revert to a regular Part time B position.

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.

A regular part-time B nurse may not be unavailable for more than 4 weeks in the period from June 15th to September 15th including unavailability in 1. above.

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 K – 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) Available for all extended tour shifts (11.25 hr) on extended tour units.

- (e) Consideration will be given to a preference for two out of three shifts on Regular tour (7.5hr) Master Rotation units.
- (f) Available Christmas (Christmas Eve, Christmas Day, Boxing Day) or New Year's (New Year's Eve, New Year's Day, January 2).

If there is a conflict in non-availability indicated by the RPT nurses, the conflict will be resolved on the basis of applying:

1. Alternating on a rotational basis
2. Seniority where one 1. does not resolve the conflict.

- (g) In addition to the days set out in F-21 B (f) above, RPT Bs shall be available for 3 other Paid Holidays (as set out in Article H) 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 be offered shifts based on an equitable opportunity basis where no RPT or Float registered nurses are available.
- P. It is understood that the Hospital will not be required to offer tours, which would result in overtime premium pay.

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 or Endoscopy, 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) If 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 assigned standby and continues to work or is called back 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
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	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 except as amended by Article 13.03, 13.04 and Letters of Understanding for innovative and Weekend Scheduling.

ARTICLE I - PREMIUM PAYMENT/OVERTIME

I-1 The Hospital is not required to offer an opportunity to work overtime hours on the same shift that a nurse has previously rejected an opportunity to work or if weekend premium is triggered.

When full shifts on a unit, that incur overtime payment are offered, they will be offered, by seniority

- i) first to full-time nurses on that unit on a rotating basis,
- ii) then to TFT/RPT/JS nurses whose home unit is where the shift is being offered on a rotating basis for those nurses who have made their availability know.
- iii) then to casuals.

I-2 (Full-time and Regular Part-Time)

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 one hundred and eighty (180) days unless mutually agreed.

- (i) A maximum of 75 hours lieu time may be held in their lieu bank at any one time. At the discretion of the Hospital, the lieu bank may be paid out after one hundred and eighty (180) days.
- (ii) In units which have closure dates or slowdowns the Nurses shall be entitled to bank up to 150 hours which may be used during the closure (s) or shut down (s). At the discretion of the Hospital, the lieu bank may be paid out after one hundred and eighty (180) days.

I-3 The hospital is not required to offer an opportunity to work overtime hours if such offer results in the nurses working more than five (5) consecutive extended tours.

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 earnings omitted on a pay equivalent to six (6) hours regular pay or greater which is not caused by a nurse coding improperly, shall be paid to the nurse, if requested, within three (3) working days from the time of issuance of the pay or notification by the nurse an error has been made.
- (c) The parties agree the Hospital is permitted to withhold or deduct from an employee's wages any over payment or under contributions of deductions in the amount of 15% of the total owing until such time that the total has been exhausted. The Hospital will notify such employee and the Union

two (2) weeks in advance of the pay period in which such deductions will commence. Should the fifteen (15) percent repayment prove to be a hardship for the employee, alternate repayments may be arranged.

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 1st 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 site, one (1) from Niagara-on-the-Lake site, Port Colborne General Hospital site and Douglas Memorial Hospital 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.

- J-10 Each nurse holds one position in the NHS as per the seniority list. The seniority list shall include the part-time nurses classification as a RPT A, B, Job Share or Casual.

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 regular part-time A vacation quotas shall be separate. Vacation quotas shall be established by the Hospital. Vacation quotas shall not be unduly restrictive. The minimum vacation quotas for each unit shall be established to ensure that all employees who are entitled to Vacation time off have the opportunity to take all of their vacation entitlement within the vacation year. Vacation quotas will be re-assessed annually prior to the summer vacation request process.
- K-3 (Full-time and Regular Part-time Only)
- From June 15th to September 15th 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 or where vacation quota has not been met. The weeks including June 15th and September 15th will be considered prime time weeks.
- K-4 Vacation may not be taken between December 15th and January 10th. Vacation during this period may be permitted on an exception basis based on the operational needs of the Hospital.
- K-5 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.
- K-6 Regular part-time A and B nurses shall be considered part of the regular part-time vacation quotas while working in temporary full-time positions.
- K-7 Vacation pay for part-time and casual nurses shall be paid out on the first pay day in August of each year.
- K-8 Vacation Request Process

In scheduling vacations in each unit or area, requests for vacation by nurses performing similar duties shall be given consideration by seniority provided that they indicated their preference(s) as follows:

For the purposes of clarity requests for partial weeks or single days of vacation shall be considered a week for the Pre-approved Request for Vacation Process

which occurs twice per year. For the twice a year pick a nurse will have priority picking according to seniority for the number of weeks of his/her vacation entitlement for that given year commencing with the summer period.

Summer Period

For the vacation period June 1 to December 15 of each year the manager will post a vacation request sheet no later than November 30 of the previous year. This request sheet will remain posted until the following January 1. The senior half of the staff in each unit or area must submit their request for vacation no later than December 15. The junior half of the staff in each unit or area must submit their request for vacation no later than January 1. The manager will post the approved vacation list by the following February 1.

NB: Prime Time - From June 15th to September 15th no more than three (3) weeks will be granted to any one (1) individual nurse (Article K-4). The weeks including June 15th and September 15th will be considered prime time weeks.

Winter Period

For the vacation period January 10 to May 31 of each year the manager will post a vacation request sheet no later than August 1 of the previous year. This request sheet will remain posted until the following September 1. The senior half of the staff in each unit or area must submit their request for vacation no later than August 15. The junior half of the staff in each unit or area must submit their request for vacation no later than September 1. The manager will post the approved vacation list by the following October 1.

Requests for vacation outside of the above noted time periods must be submitted by the nurse, in writing, to their manager, and the manager will respond. These requests will be considered on a "first come, first served" basis, and shall not be unreasonably denied. Requests will be either denied or approved by the Manager and/or his/her designate in accordance with Article F-2 (m) within ten (10) calendar days. The Employer will consider granting the request based on operational needs.

The above process applies to full time and regular part time "A" nurses.

Note: Regular part time "B" nurses must submit, in writing, to their clinical manager periods of non-availability of one week or more within the time frames described above. For reference purposes, a RPT "B" nurse's non-availability periods are outlined within the Memorandum of Agreement entitled "Regarding RPT Scheduling", set out in the Local Appendix of the collective agreement. Failure to submit a period of non-availability within the time frames described above will be construed as being available. If a nurse has not submitted her unavailability in the manner described above, she shall be considered to be available for all shifts.

The parties agree that the above noted process will be implemented beginning the winter request period of the year 2008.

Revised February 12th, 2014

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 (1st) Monday in June and by the first (1st) Monday in December of each year.

ARTICLE M – EDUCATION (Full-time and Regular Part-time)

M-1 The Employer in reference to Article 9.07 will endeavour to provide a nurse with as much notice as possible of mandatory inservice or education and the Employer will make every attempt to co-ordinate and schedule such sessions in a way that provides a number of different inservices as well as options on a number of dates.

Signed at Welland, Ontario, this 25 day of May, 2017.

FOR THE EMPLOYER

M. Suzanne Johnston

F. Paladino

Sarah Barnett

H. Paterson

Jen Law

A. Basilone

J. MacDonald

J. Carpenter

FOR THE UNION

Glen Oram
Labour Relations Officer

E. Audibert

M. Cancellara

Jo Ann Carey

Loretta Tirabassi

Judy Dean

Rebecca Matte

MJ Sawula

Fiona Mercer

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.

VIOLENCE PREVENTION

The Employer, the Union and nurses recognize their obligations under the *Occupational Health and Safety Act*, to take every precaution reasonable to protect workers, regarding the risk of workplace violence from a person with a history of violent behaviour.

The Employer has and will maintain policies and procedures that support a violence prevention program to minimize the risk of violence or potential for violence from patients, visitors/family members or any person in the workplace.

The parties including a certified ONA representative from the Joint Health & Safety Committee shall meet to develop a roll-out plan to ensure all ONA members are aware of the violence prevention program including the following existing policies and procedures:

- Flagging Alert and Visible Warning System
- Code White and/of Staff Duress/Panic Alarms
- Family Member/Visitor Violence
- Code of Conduct

Roll-out plan will include staff meetings, huddles, safety videos, e-mails to staff, and rounding.

Safe management Group training will continue to be available to all ONA members.

In addition, all ONA members are required to complete the Violence Prevention & Code White Training Module by December 31st each year. Compliance will be reported to each Joint Health & Safety Committee annually in January.

Signed at Welland, Ontario, this 25 day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

M. Suzanne Johnston

Glen Oram
Labour Relations Officer

F. Paladino

E. Audibert

Sarah Barnett

M. Cancellara

H. Paterson

Jo Ann Carey

Jen Law

Loretta Tirabassi

A. Basilone

Judy Dean

J. MacDonald

Rebecca Matte

J. Carpenter

MJ Sawula

Fiona Mercer

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 will be six (6) weeks. Full-time Nurses will be required to schedule themselves for two hundred and twenty five (225) hours and Part-time Nurses will be required to select a

minimum of one hundred and thirty five (135) hours during the six (6) week schedule, provided the hours are available.

- (9) For the purpose of Article 13.02 the normal tour for Nurses covered by this agreement may be eleven & one quarter (11.25) or seven & one-half (7.50) hours (exclusive of meal time), or a combination thereof, as determined by the Hospital and Association on a Unit basis. 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) 7.5 hour days or two (2) 11.25 hour days when the Clinical Manager is scheduled to work.
- (12) Full-time scheduling lines must indicate a minimum of 22.5 hours worked in any week(s) not approved for vacation.
- (13) 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.
- (14) No Nurse shall be scheduled more than three (3) consecutive extended tours unless mutually agreed between the Nurse and the Employer.
- (15) 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.
- (16) 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. Where a nurse schedules less than 2 out of 4 weekends off, the premium pay for all self scheduled hours worked on a 3rd and any subsequent weekend(s) under F-12 shall not apply.
- (17) When Self-scheduling a weekend worked and selecting day shifts, a Nurse shall work Friday, Saturday and Sunday or Saturday, Sunday and Monday 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.

If a Nurse is called in and works on a weekend in conjunction with two (2) or more consecutive self-scheduled weekends, the Nurse shall only be entitled to third and subsequent weekend premium pay to a maximum of one (1) third/subsequent weekend.

Article F-2(b) applies where switches occur on a weekend.

- (18) 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.

Credit for "stat worked" for a holiday weekend of nights is applied to the shift containing the seven hours of holiday pay.

For the purpose of credit for a "stat worked", Good Friday and Easter Sunday are considered one stat.

- (19) 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.

- (20) 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

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.

The normal scheduling regulations may be waived between December 15th and January 10th to enable nurses to be scheduled five (5) days off at either Christmas or New Year's.

- (21) 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.

- (22) 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 25 day of May, 2017.

FOR THE EMPLOYER

M. Suzanne Johnston

F. Paladino

Sarah Barnett

H. Paterson

Jen Law

A. Basilone

J. MacDonald

J. Carpenter

FOR THE UNION

Glen Oram
Labour Relations Officer

E. Audibert

M. Cancellara

Jo Ann Carey

Loretta Tirabassi

Judy Dean

Rebecca Matte

MJ Sawula

Fiona Mercer

LETTER OF UNDERSTANDING

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

RE: Innovative Scheduling

In accordance with Article 13.03 the parties agree to the following with respect to innovative schedules:

- 1) Process for Introduction and Discontinuation of Schedules;
 - (a)
 - i) This schedule may be introduced into any unit when seventy percent (70%) of the combined full-time and regular part-time (including job sharers) employees permanently assigned to the 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.
 - (b) This schedule 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 above. Where at least seventy percent (70%) of the combined full-time and regular part-time employees vote in favour and subject to agreement of the Hospital, this schedule will continue.
 - (c) This schedule may be discontinued or changed in any unit when:
 - i) Seventy percent (70%) 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.
- 2) This schedule 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.
- 3) 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 schedule. Similarly, no penalty or premium payments referred to in Article 14.03 resulting directly from the transition to or from the schedule will be paid.

- 4) No nurse shall be scheduled more than three (3) consecutive extended tours.
- 5) 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.

Signed at Welland, Ontario, this 25 day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

M. Suzanne Johnston

Glen Oram
Labour Relations Officer

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LETTER OF UNDERSTANDING

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

RE: Electronic Grievance Form

- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- (c) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (d) The Union undertakes to get a copy of the electronic Grievance Form signed by the grievor if not resolved at Step 2.
- (e) 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.

Signed at Welland, Ontario, this 25 day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

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LETTER OF UNDERSTANDING

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

RE: Professional Responsibility Workload Report Form (PRWRF)

- (a) 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.
- (b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- (c) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (d) 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 Welland, Ontario, this 25 day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

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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 25 day of May, 2017.

FOR THE EMPLOYER

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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 six 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 float positions between sites where it is feasible.

Signed at Welland, Ontario, this 25 day of May, 2017.

FOR THE EMPLOYER

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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.

With each new Weekend Worker arrangement an individual LOU will be signed by the parties.
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 in accordance with the following:

- If the nurse previously held a full-time position which was converted to a unit weekend schedule they may request to revert back to their full-time schedule.
- If the nurse posted into the unit weekend schedule, they are required to post out of the unit weekend schedule.

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 25 day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

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LETTER OF UNDERSTANDING

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

RE: Uniform Allowance

1. The Hospital shall provide \$40.00 per year uniform allowance to the full-time registered nurses and \$22.50 for part-time, payable the first full pay period of January.
2. 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.
3. The Hospital agrees to continue its practice of supplying and laundering scrub gowns and lab coats for O.R.
4.
 - i) 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.
 - ii) If a nurses' 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 25 day of May, 2017.

FOR THE EMPLOYER

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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 25 day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

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LETTER OF UNDERSTANDING

between

NIAGARA HEALTH SYSTEM

and

ONTARIO NURSES' ASSOCIATION

RE: Electronic Job Posting

The parties agree that the requirement for posting under Article 10.07 shall be deemed satisfied when jobs are posted for the required duration on the Hospital's Intranet site SourceNet.

Signed at Welland, Ontario, this 25 day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

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LETTER OF UNDERSTANDING

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NIAGARA HEALTH SYSTEM

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ONTARIO NURSES' ASSOCIATION

RE: Nursing Resource Positions

The parties may agree to the implementation of Nursing Resource positions in order to satisfy both staffing needs and recruitment and retention issues.

Prior to the implementation, the parties will meet to negotiate the scheduling provisions and other rules related to the establishment of Nursing Resource Positions.

Signed at Welland, Ontario, this 25 day of May, 2017.

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

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NIAGARA HEALTH SYSTEM

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ONTARIO NURSES' ASSOCIATION

RE: Union Office Space

The Employer agrees to provide a private locked office space with a computer and internet access for use of the union representatives at All Sites.

Signed at Welland, Ontario, this 25 day of May, 2017.

FOR THE EMPLOYER

FOR THE UNION

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