



**CHANGES TO ONA LOCAL 26 NH LOCAL AGREEMENT**

**Highlight of a FEW Articles only! Not all changes reflected here!**

**Ratification Date; August 16, 2023 (additions and changes in bold text)**

**Full Document @ ONA Local 26 website @ [local26.onalocal.org](http://local26.onalocal.org)**

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**Vacation Requests:**

**F2 (m) - 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 shall not be unreasonably denied and the Manager and/or their designate shall respond at the time of the posting. Vacation requests that fall within the posted schedule will be approved or denied within seven (7) calendar days. Nurses denied approval shall have first right of refusal prior to approval being granted to new requests for the same date(s).**

Changes reflect:

- denial not to be 'unreasonable'
- response to ONA member instead of just 'pending' at the time of posting
- first right of refusal in case someone later on asks for the same date you were denied for originally

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**Scheduling RPT A—request to be scheduled 75 hours/pay**

**F-21 A - ...'Only where an RPT "A" nurse indicates interest in being scheduled greater than their commitment per pay at the time of posting through the submission of their availability calendar, the Hospital may schedule the nurse up to seventy-five (75) hours per pay on an equitable opportunity basis starting with seniority.'**

Changes reflect: opportunity for RPT A to be scheduled up to 75 hours by submitting their availability to scheduler. Note the reference to 'equitable' and 'starting with seniority'. So if you are and RPT A and wish to do so please follow up with your scheduler.

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**Scheduling RPT B & request to be scheduled > 45 hrs/ pay:**

**F-21 E ... 'Only where an RPT "B" nurse indicates interest in being scheduled greater than forty-five (45) hours per pay at the time of posting through the submission of their availability calendar, the Hospital may schedule the nurse up to seventy-five (75) horus per pay on an equitable opportunity basis starting with seniority.'**

Changes reflect: RPT "B" nurses can now be scheduled up to 75 hours per pay if they wish. These nurses must submit their availability and desire to be scheduled up to the 75 hours/pay or they will only be scheduled 45 hrs/ pay as before.

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**Changes to Availability RPT's:**

**F-21 F ... 'all changes to the availability submitted at three (3) weeks in advance of the posting of the schedule shall be considered by the hospital in the nurse's work schedule.'**

Change reflects: Now there is a definite deadline for RPT nurses to amend their availability. We suggest you keep any evidence (screen shots and emails, etc) in case this new availability is not honoured. Remember to check your posted schedule that is posted the Monday of every pay week.

**Additional Shift Scheduling:**

**F-21 G**—(unchanged) ‘RPT “B” nurses, who are scheduled for less than 45 hours per pay on the unit, will be offered additional shifts based on availability and on an equitable opportunity basis starting with seniority up to 45 hours per pay.’

**F-21 H** — ‘Remaining shifts after G above will be offered to RPT nurses within the unit, followed by RPT nurses at the site and then RPT nurses at all sites who are qualified to perform the work, who have indicated availability for additional shifts on that unit. Shifts will be offered based on availability, on an equitable opportunity basis starting with seniority.’

**F-21 J** — ‘Remaining shifts after H above will be offered to CPT nurses within the unit, followed by CPT nurses at the site and then CPT nurses at all sites who are qualified to perform the work, who have indicated availability for additional shifts on that unit. Shifts will be offered based on availability, on an equitable opportunity basis starting with seniority.’

Changes simplified order in which additional shifts offered after the schedule is posted are to take place.

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**G-6 Standby**

**NEW!!** ‘Vacant standby assignments that become available after the schedule is posted will be offered to all nurses qualified to perform the work. Standby will not be reassigned without consultation with the Nurse whose schedule is being changed. Should standby be reassigned to a nurse, that nurse will have the option to have an existing standby assignment removed from their schedule.’

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**J-2—Earnings omitted on a pay major change!!**

‘Any earnings omitted on a pay of \$100 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.’

Changed from ‘equivalent to six (6) hours regular pay or greater’

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**J-6 Reassignment of Staff in Accordance with Article 10.07 (h) and 10.08 (a)**

Many changes to reassignment including:

- ◆ Will first be reassigned from units that are overstaffed’
- ◆ Rotational wheel will be reset every year on January 1st
- ◆ Reference to a ‘meaningful’ consultation, with the nurse
- ◆ Agency staff will be reassigned after any volunteers
- ◆ Reassigned nurse to identify to Team Leader/Charge Nurse their experience and needs in relation to the duties required on the receiving unit
- ◆ Team Leader/Charge Nurse on the receiving unit will provide an appropriate assignment to the nurse, and familiarize the reassigned nurse to the general functioning on the unit and will act as or assign a resource to the reassigned employee.
- ◆ Excluded from reassignment—nurse who is actively mentoring or being mentored, Charge or Resource Nurse, Nurse in probationary period, Nurse who is currently engaged in a ‘return to work’ modified work plan
- ◆ No loss of orientation hours for a nurse who is reassigned during their orientation

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**Uniform Allowance Changes:**

- ◆ \$70.00 FT; \$35.00 for RPT payable 1st full pay period in January (up from \$50.00 and \$27.50 respectively)
- ◆ NH to provide scrubs to: OR, Recovery Rooms, ICU, Emergency, Women and Babies, IR, HIU, Day Surgery, Endoscopy
- ◆ Note: uniform allowance is only payable to areas where the NH is not providing scrubs

## **Violence in the Workplace—MAJOR Changes to Letter of Understanding in the Local Collective Agreement:**

### **BASED ON ONA'S 'ZERO TOLERANCE'!!**

### **We continue to update and amend this Letter Of Understanding EVERY ROUND OF NEGOTIATIONS!! (in entirety below with changes bolded)**

“The Employer and Association agree that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. **The Employer shall post “No Tolerance” signs at all Hospital and Unit entrances.** Any nurse who believes the situation to be abusive **or witnesses exhibitions of violent behaviour**, shall report this to the immediate supervisor **and complete and IRS. The Supervisor** who will make every reasonable effort to rectify the abusive situation **and evaluate if a safety plan is needed. When necessary or when requested, a safety plan will be formulated and implemented for the affected staff**

**The Hospital agrees that it will take all necessary steps to ensure that there is an adequate level of resources available under Hospital Policy**

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 their 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 their functions, suffers damage to their 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 their claim to the Employer within seven (7) days after the event, unless it was impossible for them 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:

- Flagger Alert and Visible Warning System
- Code White and/or 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 31<sup>st</sup> each year. Compliance will be reported to each Joint Health & Safety Committee annually in January.”

**NEW!!**

**LETTER OF UNDERSTANDING RE: TELEPHONE STANDBY**

The parties agree that when a nurse who is required to remain available for duty on standby outside their regularly scheduled working hours they shall receive standby pay in accordance with Article 14.06, 14.07 and 14.09

Payment for telephone consults that occur while an employee is on standby will be paid in 15 minute increments. Any other calls received during that same 15 minute period will not result in any additional compensation.

Any additional time spent on the call over and above the initial 15 minutes shall be compensated at the same rate but in fifteen (15) minute increments. When required to travel article(s) 14.06, 14.07 and 14.09 shall apply.

The nurse cannot receive pay for other calls received during the same fifteen (15) minute interval.

The nurse shall keep a log of all calls and submit it to their manager or designate.

**ONA CENTRAL AGREEMENT CHANGES**

**INCLUDING KAPLAN AWARD**

Wednesday September 27—Meeting between ONA Local 26 Executive and the Employer to discuss the implementation of the changes to our ONA central contract.

NOTE: Our ONA Central Agreement expires March 31, 2025

Any retroactive payments due will be made wherever they are required. We will message out any implementation dates and dates related to any retroactive payments as we become aware of them.



National Day for  
**Truth and  
Reconciliation**

September 30

Honouring Survivors.

# GRIEVANCE UPDATE



Here at Local 26 Niagara Health we file upwards of 180—200 grievances a year. Many are related to scheduling and premiums and others are related to unjust disciplines and accommodations to name but a few. There are a few different types of grievances as defined below. Below that you will see a few association grievance updates. Individual grievances will not be discussed as, of course, there is a confidentiality factor that we honour for each member.

## **TEAM LEADER GRIEVANCE—ARTICLE 19.04—**

We are close to a resolution but are working on the process related to collective each members' individual data. We will have more to share no later than the beginning of October!

There are over 100 ONA members here at NH that have submitted their names and fact sheets to us advising us that they were not paid correctly. They were paid \$1.50/hr for all hours assigned as charge that were outside of the hours of the permanent charge nurse master on their unit.

The grievance came about when it came to our attention that the Hospital had changed it's practice November 1, 2021. Prior to this date this practice was inconsistent throughout the NH. Some units were paying the \$2.00/hr while others were paying the \$1.50/hr. The Hospital decided that: where the Hospital assigns a Registered Nurse to take on Charge Nurse responsibilities, the Hospital will be applying 19.04 (b) in all cases. This application of the language would apply in all situations, including but not limited to situations where a Registered Nurse is assigned Charge Nurse responsibilities and there is not a permanent Charge Nurse on the master rotation and when a Registered Nurse is assigned Charge Nurse responsibilities replacing a permanent Charge Nurse.

This practice will change now as the Kaplan award eliminated the choice between the \$1.50/hr and the \$2.00/hr per hour and replaced it with \$4.00/hr! This is a consideration going forward as we work towards a full and final settlement of the original grievance.

Stay tuned as we hope to get this resolved very, very soon!

## **ACLS—Grievance regarding non-payment of course and hours**

Arbitration Date: November 15, 2024

We are still in discussions in the meantime regarding which units/programs the employer will agree to reimburse ONA members for any fees. We are also requesting a list of units/programs for which the employer also agrees to pay for time spent at the certification or re-certification.

In the meantime keep a record of all your **receipts** dating back to January 2022 for now. Please also note the **number of hours spent** and note whether there is lost time from scheduled hours.

## **ARBITRATION HEARINGS 2023, 2024 and 2025!!**

We over 20 files to date that have firm hearing dates from November 2022 to late 2023. When we are unable to come to a satisfactory settlement on any grievance we refer them to the ONA litigation team and they are put into the arbitration stream. This process is quite labour intensive as it requires a full file review, meetings with the grievor (s) and further data collection.

The ONA litigation team along with our Labour Relations Officer are also busy updating the latest decisions by arbitrators on each of the files. This provides the ONA team and the Local Executive with an idea of our chances at a hearing and helps us to better prepare and gather evidence and seek witnesses where necessary.

Due to the confidentiality of any individual grievances the list provides the theme/topic/dispute of files that have firm dates so far into 2024: denial sick time, failure to accommodate, unjust disciplines, denial job posting, call-in scheduling issues.

## **MENTAL HEALTH BENEFITS—UNLIMITED!!**

**Article 17.01 (c) “Coverage for unlimited mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) Superior conditions maintained.”**



We are hearing that ONA members are:

—Being denied reimbursement of the full amount per visit citing reasonable and customary rates and that these benefits

—Being capped at \$800/year.

**If you have experienced this and have been denied contact your Bargaining Unit President or ONA Site VP!!**

A grievance to cover all members is being submitted! We would also like to put in a grievance for each individual member who is personally affected!! The reason for submitting individual grievances as well is because individual facts make for possibly individual resolutions!!

**Once you notify your Bargaining Unit President or your ONA Site VP you will receive an email request-  
ing:**

-completion of an ONA grievance fact sheet (it will be attached to the email)

-any letters from Manulife showing benefits paid

-any letters from Manulife advising you that you 'maxed out' on your annual benefit

-any other documents you feel would be helpful

-any work you have done related to 'shopping around' to determine and compare practitioner fees if you did not receive 100% of the fee for each visit as we are trying to get an idea of what is 'customary' as it varies from region to region)

**WE ALL DESERVE TO HAVE THE COVERAGE FOR MENTAL HEALTH SERVICES AS AWARDED TO US!!**

**PLEASE KEEP ALL YOUR RECIEPTS AS WE WORK TOWARDS SETTLING THIS ISSUE!!**