

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

BETWEEN:

ST. JOSEPH'S HEALTHCARE, HAMILTON
(Hereinafter referred to as "the Hospital")

AND:

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

FULL-TIME & PART-TIME

Expiry Date: March 31, 2025

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APPENDIX 3 – SALARY FULL-TIME AND PART-TIME

Effective April 1, 2023	Registered Nurse	Registered Nurse with Temporary Certificate of Registration	Nurse Educator	Occupational Health Nurse / Patient Educator / Infection Control Nurse	Primary Care Nurse / Nurse Clinician	Clinical Nurse Specialist	Nurse Practitioner	Integrated Care Coordinator (ICC)
Start	\$37.93	\$37.93	\$48.22	\$40.46	\$40.38	\$54.61	\$60.27	\$47.72
1 Year	\$38.88	\$38.88	\$49.77	\$41.46	\$41.27	\$56.35	\$62.85	\$50.14
2 Years	\$39.86	\$39.86	\$50.52	\$42.50	\$42.16	\$57.27	\$63.99	\$52.09
3 Years	\$41.65	\$41.65	\$53.18	\$44.40	\$43.95	\$59.43	\$66.45	\$53.42
4 Years	\$43.52	\$43.52	\$56.17	\$46.39	\$45.82	\$61.75	\$69.06	\$54.90
5 Years	\$45.70	\$45.70	\$58.94	\$48.71	\$48.03	\$63.65	\$71.37	\$56.21
6 Years	\$47.98	\$47.98	\$61.83	\$51.15	\$50.24			
7 Years	\$50.38	\$50.38		\$53.66	\$52.63			
8 Years	\$54.37	\$54.37	\$62.98	\$57.94	\$56.73	\$64.69	\$72.49	\$59.35

Effective April 1, 2024	Registered Nurse	Registered Nurse with Temporary Certificate of Registration	Nurse Educator	Occupational Health Nurse / Patient Educator / Infection Control Nurse / Wound Ostomy RN	Primary Care Nurse / Nurse Clinician	Clinical Nurse Specialist	Nurse Practitioner	Integrated Care Coordinator (ICC)
Start	\$39.07	\$39.07	\$49.67	\$41.68	\$41.59	\$56.25	\$62.08	\$49.15
1 Year	\$40.05	\$40.05	\$51.27	\$42.71	\$42.51	\$58.05	\$64.74	\$51.65
2 Years	\$41.06	\$41.06	\$52.04	\$43.78	\$43.43	\$58.99	\$65.92	\$53.66
3 Years	\$42.90	\$42.90	\$54.78	\$45.73	\$45.27	\$61.21	\$68.44	\$55.02
4 Years	\$44.83	\$44.83	\$57.86	\$47.79	\$47.20	\$63.61	\$71.14	\$56.55
5 Years	\$47.07	\$47.07	\$60.71	\$50.17	\$49.47	\$65.56	\$73.51	\$57.90
6 Years	\$49.42	\$49.42	\$63.69	\$52.69	\$51.75			\$59.41
7 Years	\$51.89	\$51.89		\$55.27	\$54.21			\$61.13
8 Years	\$56.00	\$56.00	\$64.87	\$59.68	\$58.43	\$66.63	\$74.66	

APPENDIX 4 – SUPERIOR BENEFITSARTICLE NUMBER

2(A) 12.02 On termination for any reason other than discharge for just cause, a nurse, having completed five (5) years of continuous service, shall be paid fifty percent (50%) of the accumulated sick leave then standing to their credit.

A nurse having completed five (5) years of continuous service is eligible for a lump sum payment of fifty percent (50%) of the accumulated sick leave then standing to their credit. At any time the nurse may submit a written request to the Director of Human Resources to have the full amount paid out, and such request will be granted within a reasonable period of time.

2(B) 19.09 Pertaining to the above classifications allowance for additional educational preparation one of,

- (a) for approved special clinical preparation of three (3) months or more
Fifteen Dollars (\$15.00) monthly
- (b) Nursing Unit Administration course
Fifteen Dollars (\$15.00) monthly
- (c) one (1) year University Certificate or diploma in nursing
Forty Dollars (\$40.00) monthly
- (d) Bachelor of Science in Nursing Degree
Eighty Dollars (\$80.00) monthly
- (e) Master of Science in Nursing Degree
One Hundred and Twenty Dollars (\$120.00) monthly

NOTE #1 2B(a) The Hospital may appraise and approve Special Clinical Preparation of three (3) months or more. Thereafter the Hospital will notify the Association. If no formal protest is made by the Association within twenty (20) days, the Hospital's decision will stand. In the event that a dispute arises between the parties, then the final resolution of the dispute shall depend upon the outcome of the grievance and

arbitration procedure of this Collective Agreement. Such grievance will commence at Step 3.

NOTE #2 Allowance provided in (a) & (b) is only applicable when such skills are used directly in the work assigned.

NOTE #3 Allowance provided under (c), (d) & (e) does not apply when standing was obtained outside of Canada unless approved by the Hospital.

NOTE #4 The fifteen (\$15) dollars additional educational preparation allowance (in accordance with Appendix 4, Article 2(B) 19.09(a)) will be paid to eligible nurses who have successfully completed the Canadian Nurses' Association certification exam and received certification in a subspecialty. Nurses will be required to maintain this certification in that specialty to continue to qualify for this allowance.

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A – RECOGNITION

A-1 The Hospital recognizes the Union as the sole Bargaining Agent for all lay Registered and Graduate Nurses engaged in a nursing capacity employed by St. Joseph's Health Care Hamilton, save and except Head Nurses, Nurse Supervisors, Nurse Managers, persons above those ranks, Application Specialists, Infection Control Officer, Mental Health Workers, Enterostomal Therapists, Non-RN Enterostomal Therapist.

ARTICLE B – MANAGEMENT RIGHTS

B-1 The Union acknowledges that, except as expressly modified by any other Article of the Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and without limiting or restricting that function:

- i) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses;
- ii) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to assign nurses to tours and to increase and decrease working forces, provided that a claim of discriminatory classification, promotion, transfer, demotion or a claim by a nurse that they have been disciplined, suspended or discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
- iii) to determine the number and location of the Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter, and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of safety and well-being of the Hospital patients and the public.

- B-2 These rights shall be exercised in a manner consistent with the provisions of the Collective Agreement.

ARTICLE C – REPRESENTATION AND COMMITTEES

- C-1 In reference to Article 6.07, there shall be one (1) from each unit.

C-2 Grievance Committee

There shall be a Grievance Committee composed of not more than eight (8) nurses. The Union agrees to inform the Hospital of the names of the nurses on the Grievance Committee and any changes as they occur.

C-3 Hospital Union Committee

There shall be a Hospital Union Committee composed of seven (7) nurses as representatives of the Union and an equal number of Representatives from the Hospital to discuss matters of mutual interest and concern.

The Hospital Union Committee, on the request of either party, shall meet to discuss, review and mutually agree to schedules or matters relating to scheduling, including stand-by.

- C-4 There shall be a Professional Development Committee composed of seven (7) nurses. The Union agrees to inform the Hospital of the names of the nurses on the Professional Development Committee, and to keep the Hospital informed of any changes when they occur.

C-5 Certified Occupational Health and Safety Worker Representative

The Hospital shall recognize one (1) ONA member on each Joint Health and Safety Committee as a certified worker pursuant to the Occupational Health and Safety Act. When a regular member of the Committee is not available, they may be replaced by an alternate, appointed by the Union.

Joint Health and Safety Committees are currently established at the following sites: Charlton Campus, West 5th Campus and King St Campus.

C-6 Negotiating Committee

There shall be a Negotiating Committee composed of not more than seven (7) nurses in addition to the President.

C-7 The interview of a newly hired nurse(s) as provided for in Article 5.06 will take place within each orientation period.

C-8 The Hospital will submit to the Local Treasurer the End of Month Report. The Employer will endeavour to give such report within thirty (30) days of the last day to which it applies.

ARTICLE D – SENIORITY

D-1 The posting and filing with the Union of the seniority list as provided for in Article 10.02 shall be the end of the second pay period in January and September of each year and in addition as requested by the Union at two other times per year.

ARTICLE E – LEAVE OF ABSENCE – UNION BUSINESS (LOCAL)

E-1 Leave of absence without pay and without loss of seniority shall be granted, upon request to the Hospital, to nurses elected or appointed to represent the Association on Association business and provided such leave of absence does not interfere with efficient operations.

Such leave shall not exceed two hundred (200) days for all nurses excluding the Bargaining Unit President.

The Union will endeavour to submit requests for Union Leave six (6) weeks in advance of the request except in cases of emergency.

E-2 Leave of Absence – Local President

(a) Such leave of absence days will be granted in accordance with Article 11.02 and the attached Letter of Understanding.

ARTICLE F – SICK LEAVE

- F-1 In March of each year the Hospital will notify each nurse, in writing, including those nurses on authorized unpaid leave of absence(s), of their current amount of accumulated sick leave credits as provided for in Article (12.02 PT) and (12.03 and 12.11 FT).
- F-2 Nurses who will not be reporting for duty due to illness shall notify the Hospital as early as possible but at a minimum shall give the following notice to their area/unit:
- (a) for the day tour commencing at 0700 hours no later than 0600 hours and for all other day tours no later than 0700 hours of the day for which they are reporting sick.
 - (b) for all other shifts a minimum of four (4) hours prior to the commencement of their regular shift.
- F-3 Nurses returning to duty following a sick leave must so advise the Hospital as early as possible but not less than fourteen (14) hours in advance that they intend to return, except for a nurse scheduled for a 1500-2300 hour tour and for 1900-0700 hour tour, who will be required to call as early as possible but at minimum prior to 0800 hours of the day they intend to return to work.

Nurses returning to duty following a sick leave greater than 4 consecutive tours must advise the Hospital as early as possible but at minimum not less than twenty-four (24) hours in advance that they intend to return.

Should the staff member not notify the Hospital of their intention to return to work within the time limits set out above, the Hospital may provide the nurse with work if practicable but shall be under no obligation to do so.

ARTICLE G – SCHEDULING PROVISIONS

For the purposes of Article 14.03, shifts shall be identified as follows:

- (a) Day shift: 0700 – 1500
- (b) Evening shift: 1500 – 2300
- (c) Night shift: 2300– 0700

If a vacancy occurs in the "4 on schedule" or the traditional schedule, the line will first be offered to the present full-time or Job Sharer's in order of seniority prior to offering to new nurses or nurses transferring into the unit.

The following Scheduling Provisions are applicable to 7.5 Hour Tours, Extended Tours and Ten Hour Tours.

G-1 A schedule of a four (4) week rotation will be posted at least four (4) weeks in advance of the first day of the new schedule to which they apply.

G-2 A request by a nurse for a change of scheduled working hours must be submitted in writing, and be co-signed by the nurse willing to make the exchange.

All exchanges must be approved by the Nurse Manager or delegate. The Nurse Manager or delegate agrees to respond in writing no later than (2) weeks of receiving the request that the request has been received. If the date of the requested shift exchange is within one week of the date such exchange is requested, the Nurse Manager or delegate will make every reasonable effort to respond in writing to the requestor no later than 24 hours prior to the date of the shift exchange requested. Such exchanges will not be unreasonably denied if they meet operational requirements. If the request is denied the nurse(s) will be notified, as per the unit identified process.

G-3 (a) A nurse requesting steady afternoon or night tour will be given consideration if convenient to the Hospital to make such an arrangement.

Such arrangement may be terminated at the discretion of the Hospital.

(b) Prior to the termination of such arrangement, there will be a meeting with the nurse(s) involved and the President of the Association or their designate. Such meeting will occur at least eight (8) weeks prior to the termination of such arrangement to explain the reasons.

G-4 (a) Relief periods as referred to in Article 13.01 (b) may be combined into one (1) relief period.

- (b) The scheduling of unpaid meal periods and paid relief periods as referred to in Article 13.01 (a) and (b) respectively shall be in accordance with the Units' assignment.
- (c) Should a nurse be recalled to duty during their mealtime, additional time off shall be provided later in the tour.

G-5 When a nurse is entitled to lieu time off as provided for in Article 14.09, such lieu time off will be scheduled at a mutually agreeable time, no later than the end of the second month following the month in which the overtime occurred. Requests for lieu time shall not be unreasonably denied.

G-6 (a) There shall be a Request Book/Unit Process on each Unit so that full-time nurses may record their request for lieu time for overtime worked in accordance with Article 14.09 and record their request for lieu days in accordance with Article 15.04, 15.05 and 15.06.

(b) The request book/unit process on each unit may be utilized by full-time and part-time nurses for any schedule requests. If more than one (1) of these requests occur, prior to the posted schedule, for the same date, seniority will govern the granting of the request.

(c) The Manager or delegate agrees to respond in writing no later than two (2) weeks of receiving the request for all requests received after the schedule is posted that the request has been received. If the date of the requested lieu day is within one week of the date such lieu day is requested, the Manager or delegate will make every reasonable effort to respond in writing no later than 24 hours prior to the date requested. If the request is denied, the nurse will be notified as per the unit identified process.

G-7 (a) The Hospital will notify the Bargaining Unit President or delegate prior to initiating new stand-by assignments on any unit.

(b) Stand-by assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange of their scheduled stand-by assignments per the unit identified request process.

(c) Nurses shall not be scheduled to be on stand-by on a scheduled weekend off. Where a nurse is scheduled on stand-by on a weekend, this shall be considered a weekend worked and any subsequent

weekends worked shall be applicable to premium pay in accordance with Article 14.03.

- (d) When an employee is called in from stand-by the hospital will not require the employee to return to regular duties without at least eight (8) hours of time off. Where such time off extends into the employee's next regular scheduled shift they will maintain their regular earning, seniority and service for that full shift.
 - (e) Upon request, the Hospital will provide a portable communication device to a nurse on standby. The nurse agrees to return the communication device following the last standby assignment.
- G-8
- (a) The present hours of staggered starting time will not be changed without discussion and agreement with the Union. Such agreement will not be unreasonably withheld.
 - (b) Any introduction of a staggered starting time in any other area will be discussed with the Union and shall only be introduced by mutual agreement between the Union and the Hospital. Such agreement will not be unreasonably withheld.
 - (c) Once the agreement to alter the staggered start times in (a) and (b) above has been given, the Hospital will endeavour to provide sixty (60) days' notice or a mutually agreed upon timeline, prior to posting of the schedule.
- G-9
- N-7 It is understood that when a part time is filling a full time line that drop days will be pre-scheduled.
- G-10
- The Hospital shall not be subject to the paying of premium pay provided for in Article 14.05 in the case of a part-time nurse who fails to keep the Hospital advised of a telephone number which may be used by the Hospital to give notice, and in the case of fire, power failure or circumstances beyond the reasonable control of the Hospital.
- G-11
- The Christmas/New Year's schedule will be posted in accordance with G-1 but no later than 1500 hours on the second (2nd) Tuesday in November.
- G-12
- (a) Unless by written request by the nurse, all nurses will receive at least four (4) or more, consecutive days off at Christmas or New Year's.

The Hospital will endeavour to provide nurses with five (5) consecutive days off where possible.

- (b) Time off at Christmas shall include December 24th, December 25th, and December 26th and time off at New Year's shall include, December 31st, and January 1st.
- (c) For a nurse required to work the Christmas, the Hospital will endeavour not to schedule them on all three of the following tours: December 24, 25, 26, unless so requested in writing by the nurse.
- (d) Should the Hospital fail to adhere to the provision outlined in (a) and (b) above, the nurse(s) will be paid in accordance with Article 14.03 for all hours worked.
- (e) The provisions in G-11 (a) and G-11 (b) shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on a paid holiday.
- (f) SCHEDULING PROTOCOL FOR CHRISTMAS AND NEW YEAR'S
 - i) Nurse Managers shall post a Preference Sheet for the nurses to identify their preference for either Christmas or New Year's time off in their respective units by 1500 hours on the second (2nd) Monday of September of each year.
 - ii) Nurses shall indicate their preference for either Christmas or New Year's time off by the second (2nd) Tuesday of October by 1500 hours of each year.
 - iii) In the case of a dispute, seniority shall be the deciding factor.
 - iv) Nurses hired after October 15th of each year shall be assigned their Christmas or New Year's time off by their Nurse Manager.
- (g) Where a nurse in any area or unit has requested vacation in the two (2) week period where Christmas and New Year's fall, and is approved by the Hospital, the following provisions shall apply:
 - i) Time off for Christmas or New Year's shall be given in accordance with G-11 (f);

- ii) Time off shall include at least the actual Paid Holiday(s), as defined in Article 15, commencing no later than 1900 hours on December 24th and/or December 31st.

G-13 When full shifts on a unit, that incur premium payment are offered, they will be offered, starting with seniority on a rotating basis in order of the least premium to be paid:

- i) first to part-time nurses on that unit (including job-share)
- ii) then to casual part-time nurses on that unit
- iii) part time nurses in that service or program or defined sister unit where such arrangement is established
- iv) then to full-time nurses on that unit
- v) then to Nursing Resource Team nurses (part-time then full-time).

G-14 Single Shift Reassignment (Reallocation)

When it is necessary to reassign staff from one (1) unit to another unit pursuant to Article 10.08 (a), when there is surplus staff, the parties agree that the need to ensure safe, quality care on both the sending and the receiving unit will be the primary consideration. Accordingly the selection of the nurse to be reassigned will be made in the following order:

- i) The reassignment will first be offered on a voluntary basis, subject to maintaining operational requirements and provided the nurse is qualified and able to perform the work in question.
- ii) In the event that there are no volunteers, any NRT assigned nurse on the unit will be reallocated. If there is no NRT assigned nurse, a partial or single shift reassignment will be done in rotation, on a reverse seniority basis (combined full-time/part-time), provided the nurse is qualified and able to perform the work in question.

The employer endeavours not to reassign nurses during their probationary period, except for in extenuating circumstances.

ARTICLE H – HOURS OF WORK – 7.5 HOUR TOURS

H-1 In scheduling tour rotations of full-time nurses, the following considerations shall apply:

- (a) There shall be two (2) consecutive tours off between a change of tours.
- (b) There shall be forty-eight (48) hours off following any individual night tour or consecutive night tours prior to working the next tour.
- (c) The length of working periods on evenings or nights rotation shall not exceed two (2) weeks in duration on each tour.
- (d) Should these regulations not be adhered to, a nurse shall be paid in accordance with Article 14.03 for all hours worked on the next scheduled shift.
- (e) The Hospital will provide rotations so that at least fifty percent (50%) of the tours shall be day tours; where this is not possible, there shall be equal distribution of tours between nurses who normally rotate within the area, to average over a calendar year.
- (f) Days off will count as belonging to the rotation just completed.

H-2 No full-time nurse will be scheduled to work more than seven (7) consecutive tours in a row without their consent, and the Hospital will endeavour to keep split tours off to a minimum. Should a full-time nurse be scheduled by the Hospital to work in excess of seven (7) consecutive tours, they shall be paid in accordance with Article 14.03 for those tours in excess of seven (7) consecutive tours. This premium will not apply when the full-time nurse works in excess of seven (7) consecutive tours at their request or as the result of an exchange of tour with another nurse.

H-3 The Hospital will endeavour to arrange time off in each Nursing Unit or area so as to permit all full-time nurses performing similar duties in such unit or area to have an equal number of weekends off. The Hospital shall further schedule one (1) weekend off in three (3). Should a full-time nurse be required to work the third (3rd) weekend (weekend as defined below), they shall be paid in accordance with Article 14.03 for every subsequent weekend worked until a weekend off is scheduled, except where:

- i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
- ii) such nurse has requested weekend work, or

- iii) such weekend worked is a result of an exchange of tours with another nurse.

Weekends shall commence no later than 2300 hours on Friday of any scheduled weekend off, and will continue until the commencement of Monday day shift.

NOTE: A nurse working overtime in conjunction with their tour on Friday Day or Evening Tour as outlined in the above articles, will not in itself constitute a weekend for the purposes of the subsequent weekend premium.

H-4 For the purposes of clarity under 13.01, nurses on 7.5 hour tours shall be entitled to two 15-minute paid breaks and one 30-minute meal break. Both paid and unpaid meal breaks shall be taken in accordance with Manager approved unit practice.

H-5 Time off at Christmas and New Year's shall be deemed to commence at 0700 hours December 24th to 0700 hours on December 27th and 1500 hours on December 30th to 0700 hours on January 2nd. Should a nurse request to work the evening or night tour on December 30th, Article G-11 (c) shall not apply for December 30th.

Should the Hospital fail to adhere to this provision, the nurse(s) will be paid in accordance with Article 14.03 for all hours worked.

H-6 Between the second (2nd) Monday in December and the second (2nd) Monday in January, all scheduling regulations will be adhered to except for the following:

- (a) Article H-3 – provided that no nurse is required to work more than three (3) consecutive weekends without a weekend off; provided that the nurse's weekend entitlement average remains one (1) weekend off in three (3).
- (b) Article H-1-(c) and (f).

Should the Hospital fail to adhere to the above provisions, the nurse(s) will be paid in accordance with Article 14.03 for all hours worked.

ARTICLE I – EXTENDED TOURS

- I-1 (a) Extended tours shall be introduced into any Unit when:
- i) eighty percent (80%) of the nurses in the Unit so indicate by secret ballot; and
 - ii) the Hospital agrees to implement the extended tour, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any Unit when:
- i) fifty percent (50%) of the nurses in the Unit so indicate by secret ballot; or
 - ii) the Hospital because of
 - (a) adverse effects on patient care,
 - (b) inability to provide a workable staffing schedule,
 - (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,
- states its intention to discontinue the extended tour in the schedule.
- (c) When written notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the extended tour will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- I-2 In scheduling tour rotations of full-time nurses, the following shall apply:
- (a) When scheduling tour rotation changes, there shall be sixteen (16) hours off between a change of tours.

- (b) There shall be forty-eight (48) hours off following any individual night tour or consecutive night tours prior to working the next tour.
- (c) The length of working periods on evenings or nights rotation shall not exceed two (2) weeks in duration on each tour.
- (d) Should these regulations not be adhered to, a nurse shall be paid in accordance with Article 14.03 for all hours worked on the next scheduled shift.
- (e) The Hospital will provide rotations so that at least fifty percent (50%) of the tours shall be day tours; where this is not possible, there shall be equal distribution of tours between nurses who normally rotate within the area, to average over a calendar year.
- (f) Days off will count as belonging to the rotation just completed.

I-3 Nurses shall not be scheduled to work more than three (3) consecutive tours. Should a nurse work more than three (3) consecutive tours, they shall be paid in accordance with Article 14.03 for all hours worked on the fourth (4th) and subsequent tours until time off is scheduled.

I-4 The Hospital shall schedule full-time Nurses every second weekend off. Should the nurse work the second weekend (weekend as defined in Article I-5), they will be paid in accordance with Article 14.03 for the second and subsequent weekend worked until a weekend off is scheduled except where:

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

I-5 Weekends shall commence no later than 1900 hours on Friday of any scheduled weekend off, (except for where the 7.5 or 11.25 hour evening tour is scheduled) and will continue until the commencement of the Monday day shift.

NOTE: A nurse working overtime in conjunction with their tour on Friday Day or Evening Tour as outlined in the above articles, will not in itself

constitute a weekend for the purposes of the subsequent weekend premium.

I-6 For the purposes of clarity as referred to in Article 13.01, any nurse working an extended tour shall be entitled to forty-five (45) minutes of unpaid meal break and forty-five (45) minutes of paid break time. Both paid and unpaid meal breaks shall be taken in accordance with Manager approved unit practice.

I-7 (a) Time off at Christmas and New Year's shall be deemed to commence at 0700 hours December 24th to 0700 hours on December 27th and 0700 hours on December 31st to 0700 hours on January 2nd.

(b) Full-Time nurses will not be scheduled to work more than two (2) consecutive weekends without a weekend off between the second (2nd) Monday in December and the second (2nd) Monday in January provided that the nurse's weekend entitlement average remains one (1) weekend off in two (2).

(c) Where the required time off at Christmas and New Years', per (a) above falls over the period of two (2) posted schedules, full-time nurses will not be scheduled to work more than two (2) consecutive weekends without a weekend off for the full period of the two (2) posted schedules. The nurse's weekend entitlement average shall remain one (1) weekend off in two (2) over the two posted schedules which shall be posted at the same time.

For clarity if a nurse works two consecutive weekends in a row, and this shall only occur once during these two posted schedules, at some point they will have two weekends off in a row.

(d) Should the Hospital fail to adhere to the provisions outlined in (a) and (b) above, the nurse(s) will be paid in accordance with Article 14.03 for all hours worked.

I-8 Nurses who work schedules where 7.5 hour tours and 11.25 hour tours are combined shall not work consecutive tours of more than:

(a) Two (2) – 11.25 hour tours and two (2) 7.5 hour tours.

(b) Three (3) – 7.5 hour tours and one (1) 11.25 hour tour.

Should a nurse work more consecutive tours than in (a) and (b) above, they shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled.

I-9

4 ON SCHEDULE

The following conditions will apply to RNs working the "4 on schedule":

- (a) Full time, job share and regular part time nurses on the unit will be scheduled in accordance with the applicable schedule if they so choose by secret ballot. The vote will be conducted by the Union and it is understood that seventy percent (70%) of the nurses that vote must vote in favour for the schedule to start. At the initial implementation of the "4 on schedule", no nurse will be forced to work the "4 on schedule".
- (b) All Collective Agreement provisions will apply except as amended herein.
- (c) The "4 on schedule" will be introduced for any unit requesting this schedule up to the required number of nurses, as identified in the applicable schedule. If additional nurses request this schedule, the parties may meet to determine if additional lines can be added to the "4 on schedule". (Amending I-1a)
- (d) If a vacancy occurs in the "4 on schedule" or the traditional schedule, the line will first be offered to the present full-time or Job Sharer's in order of seniority prior to offering to new nurses or nurses transferring into the unit.
- (e) The "4 on schedule" may be discontinued when:
 - (i) fifty plus one (1) percent (51%) of all full and regular part time nurses working the "4 on schedule" so indicate by secret ballot; or
 - (ii) The Hospital because of:
 - (a) adverse effects on patient care;
 - (b) inability to provide a workable staffing schedule;

- (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary states its intention to discontinue the "4 on schedule" (Amending I-1b)

Where written notice of discontinuation is given by either party in accordance with the above then:

- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (ii) where it is determined that the "4 on schedule" will be discontinued, the affected nurses shall be given sixty (60) days' notice before the schedules are so amended. (Amending I-1c)
- (f) Nurses shall not be scheduled to work more than four (4) consecutive tours. Should a nurse work more than four (4) consecutive tours, they shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled. (Amending I-3)
 - (g) Weekend scheduling will be in accordance with the applicable master.
 - (h) The Hospital will not schedule a nurse working the "4 on schedule" more than 3 weekends in a row (in accordance with the applicable master). Should a nurse work the fourth (4th) weekend (weekend as defined in Article I-5), they will be paid in accordance with Article 14.03 for the fourth (4th) and subsequent weekend worked until a weekend off is scheduled except where:
 - (i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
 - (ii) such nurse has requested weekend work, or
 - (iii) such weekend worked is the result of an exchange of tours with another nurse (Amending I-4)
 - (i) (i) Full-time nurses will not be scheduled to work more than the weekends identified in the applicable master during the Christmas/New Year's period.

- (ii) Should the Hospital fail to adhere to the above provision in (a), then the nurse(s) will be paid in accordance with Article 14.03 for all hours worked. (Amending Article I-8 b & c)

ARTICLE J – TEN HOUR TOURS

- J-1
- (a) Ten (10) hour tours shall be introduced into any unit when:
 - i) Eighty percent (80%) of the nurses in the Unit so indicate by secret ballot, and
 - ii) the Hospital agrees to implement the ten (10) hour rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.
 - (b) The ten (10) hour tours may be discontinued in any Unit when:
 - i) Fifty percent (50%) of the nurses in the Unit so indicate by secret ballot, or
 - ii) the Hospital because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the ten (10) hour tours in the schedule.
 - (c) When notice of discontinuation is given by either party in accordance with the above, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and

- ii) where it is determined that the ten (10) hour tour will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

J-2 Nurses working the ten (10) hour tours shall be covered by the provisions of the Collective Agreement save and except as amended in Article J.

J-3 Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a nurse work more than four (4) consecutive tours, they shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled. This premium will not apply when the full-time nurse works in excess of four (4) consecutive tours as the result of an exchange of tour with another nurse.

J-4 Nurses who work schedules where 7.5 hour and 9.38-hour tours combined shall not work consecutive tours that equal more than 43.14 hours. For clarity, this would equal three 9.38 hour tours, and two 7.5 hour tours, for a total of five (5) combined tours total.

Should a nurse work more consecutive tours, or the amount of hours indicated above, they shall be paid in accordance with Article 14.03 for all hours worked in excess until time off is scheduled.

It is understood that all other scheduling premiums of the Collective Agreement will apply including 14.01 work in excess of 75 hours per pay period.

J-5 The Hospital shall schedule the full-time nurses on the ten (10) hour tour every second weekend off. Should the nurse work the second weekend (weekend as defined in Article J-5), they will be paid in accordance with Article 14.03 for the second and subsequent weekend worked until a weekend off is scheduled except where:

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

J-6 Weekends shall commence no later than 2330 hours on Friday of any scheduled weekend off and will continue until the commencement of the Monday day shift.

NOTE: A nurse working overtime in conjunction with their tour on Friday Day or Evening Tour as outlined in the above articles, will not in itself constitute a weekend for the purposes of the subsequent weekend premium.

J-7 Hours of Work

- (a) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes of unpaid mealtime, and thirty-seven and one-half (37½) minutes of paid break time. Both paid and unpaid meal breaks shall be taken in accordance with Manager approved unit practice.
- (b) Time off at Christmas and New Year's shall be deemed to commence at 0700 hours December 24th to 0700 hours on December 27th and 1730 hours on December 31st to 0700 on January 2nd. Should a nurse request to work the evening or night tour on December 31st, Article J-6 (e) (i) shall not apply for December 31st.
- (c) Should the Hospital fail to adhere to the above provision, the nurse(s) will be paid in accordance with Article 14.03 for all hours worked.
- (d) Full-time nurses working the ten (10) hour tour will not be scheduled to work more than two (2) consecutive weekends without a weekend off between the second (2nd) Monday in December and the second (2nd) Monday in January provided that the nurse's weekend entitlement average remains one (1) weekend off in two (2).

Should the Hospital fail to adhere to the above provision, the nurse(s) will be paid in accordance with Article 14.03 for all hours worked.

J-8 Shift Premium

Nurses working the ten (10) hour tours shall be paid shift premium as per Article 14.10 for all hours worked between 1500 – 0730 hours.

- J-9 Nurses working on the ten (10) hour tour shall receive twelve (12) lieu days off to consist of seven and one-half (7.5) hours each.

ARTICLE K – PART-TIME NURSES' COMMITMENT OF AVAILABILITY

- K-1 (a) All regular part-time nurses' commitment of availability shall be as follows:

Applicable only to part-time nurses hired prior to May 22, 2018

- i) available for two (2) shifts of duty; and

Applicable only to part-time nurses hired after May 22, 2018

- ii) available for all shifts of duty for a minimum of two (2) calendar days per week; and

Applicable to all part-time nurses

- iii) available for three (3) tours of duty per week for tours of 7.5 hours available for two (2) tours of duty per week for tours of 11.25 hours or 9.375 hours;

- iv) available for one (1) weekend in three (3). For clarity, any shifts between 1900h Friday to 0700 on Monday constitutes a weekend of availability.

- (b) The provisions in K-1 (a) iv) shall not apply to any area where nurses normally work Monday to Friday.
- (c) Two (2) consecutive tours off will be scheduled between the change of tours unless otherwise requested by the nurse.
- (d) Before the schedule is posted, conditional on submitted availability, all regular part-time employees on a unit shall be scheduled on an equal basis starting with seniority.
- (e) In the event a part-time nurse's commitment of availability is not met on the posted schedule, it is agreed that the part-time nurse will provide the Hospital with additional availability equal to the number

of shifts required to meet the part-time nurse's commitment as set out in (a) above.

- (f) Where a regular part-time employee has had a scheduled tour cancelled and a need arises on that unit or in that service/program whereby the Hospital intends to call an employee in for the same cancelled tour, the regular part-time employee who had the tour cancelled will be given the first opportunity to work that call-in shift.
- (g) After the schedule is posted:
 - i) Tours that become available for any reason after the schedule has been posted will first be offered (as per the LOU for NRT) to NRT surplus and then;
 - ii) Will be offered to regular part-time employees on the unit, according to seniority, on a rotating basis;
 - iii) Will then introduce job sharers to the rotation, starting with seniority, once regular part time nurses have been scheduled up to 75 hours in 4 weeks, or are not available;
 - iv) Will then be offered to casual nurses;
 - v) Will then be offered to regular part-time nurses in the service or program or defined sister unit where such arrangement is established;
 - vi) Will then be offered to regular part-time nurses in the NRT.
- (h) Nothing contained herein precludes a part-time nurse from providing availability above their commitment level.
- (i) The parties agree that part-time nurses must honour their availability with the understanding that part-time nurses will advise the Hospital of any changes to that availability.
- (j) It is understood that with respect to the part-time nurse's commitment, accepting shifts throughout the Hospital, meets the requirements of (a) above.
- (a) The Casual Part-Time nurse shall make the following commitments:

- (i) Declare, on a monthly basis availability for work on a minimum of one (1) specified day of the next six (6) week period in an effort to maintain familiarity with hospital systems, policies, and procedures.
- (i) A nurse who declares herself available for any tour and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances becomes known.
- (b) Casual nurses will not be called or scheduled for work until all available hours have been offered to regular part-time nurses on the unit who do not incur a premium. Once all available shifts that do not incur a premium have been offered to regular part-time staff at regular time, the Hospital may offer work to casual nurses.

ARTICLE L – PAID HOLIDAYS

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

New Year's Day – January 1 st	Civic Holiday
Family Day – 3 rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2 nd Monday in November
Victoria Day	Christmas Day – December 25th
Canada Day – July 1 st	Boxing Day – December 26th

Full-Time

L-2 Lieu days shall be granted and scheduled at a mutually agreeable time. Where a full-time nurse is entitled to a holiday lieu day, such lieu day will be taken within thirty (30) days before the holiday and sixty (60) days after the holiday, on a date mutually agreeable to the nurse and the Hospital.

L-3 Nurses may request a lieu day on the day, evening or night shift or on any shift on a weekend with such request to be recorded in the Request Book at least four (4) calendar weeks prior to the date requested. Such request will not be unreasonably denied. Nurses will endeavour to request lieu days prior to the schedule being posted.

- L-4 Nurses may request to have the hours they are paid for on the day on which they take a lieu day for a paid holiday, topped up to the amount of their regularly scheduled hours of work by using vacation hours.

Part-Time

- L-5 (a) All part-time nurses will be required to be available for at least three (3) recognized Holidays.
- (b) In addition to L-5 (a), all part-time nurses will be required to be available for either the Christmas or New Year's period. Scheduling will be done in accordance with Article K-1.

No nurse will be scheduled to work more than four (4) consecutive tours. Should the nurse be scheduled to work more than four (4) consecutive 7.5 hour tours, they shall be paid in accordance with Article 14.03 for all tours so worked.

ARTICLE M – VACATION – FULL-TIME AND PART-TIME

- M-1 For the purpose of calculating vacations, the vacation year shall be from May 1st of any year to April 30th of the following year. Vacations shall be taken during the vacation year, May 1st to April 30th, except for the following exceptions:
- i) During the weeks where Christmas Eve, Christmas Day and New Years fall requests for vacation will be considered on an individual basis, unless in an area or unit approved for vacation by the Hospital.
 - ii) From the third (3rd) Monday in June to the second (2nd) Sunday of September no more than three (3) weeks will be granted to any one (1) individual nurse unless unit staffing allows for more vacation to be approved.
- M-2
- i) Vacations will be scheduled at such time of year considering the wishes of both the nurse and the Hospital.
 - ii) In scheduling vacation in each nursing unit or area, request for vacations by nurses performing similar duties shall be given consideration in accordance with the nurse's seniority. Nurses will be encouraged, when requesting vacation to consider scheduling their

vacation requests, so that other staff in their unit will have the opportunity to receive some prime time vacation.

- iii) The Hospital will post the Vacation Request List by the first (1st) Monday in November. The nurses will have until February 22nd at 1500 hours to indicate their preference. Should February 22nd fall on a Saturday or Sunday, nurses will have until 1500 hours on the Monday following February 22nd to indicate their preference. If the Monday is a Paid Holiday, nurses will have until 1500 hours on the Tuesday. Nurses will indicate on the Vacation Request List their preference for vacation in accordance with the number of weeks to which they are entitled except as otherwise requested under M-2 (vii).
- iv) On the first (1st) Monday in March by 1500 hours, a list shall be posted by the Nurse Manager of those nurses, in order of seniority, who were not granted vacation week(s) as requested.
- v) These nurses will indicate their preferences for the remaining vacation week(s) by the third (3rd) Monday in March by 1500 hours and they shall be granted such vacation in order of seniority.
- vi) The approved vacation schedules will be posted no later than the first (1st) Monday in April of each year at 1500 hours.
- vii) (a) Requests for individual vacation days will not be considered through the Vacation Request List referenced in M-2 iii) above. A nurse may request individual vacation days for the next or current posted schedule in the Request Book or through the unit specific request process. Requests for individual vacation days shall not exceed two (2) weeks in total of the nurse's entitlement, except for those nurses who have six (6) or more weeks of vacation entitlement who can request up to three (3) weeks in individual days. Nurses will endeavour to request individual vacation days prior to the schedule being posted.

Note: For full-time staff, two (2) weeks shall mean 10 x 7.5 hours or 7 x 11.25 hours, and three (3) weeks shall mean 15 x 7.5 hours or 10 x 11.25 hours.

For part-time staff, two (2) weeks shall mean 45 hours and three (3) weeks shall mean 67.5 hours.

- (b) The nurse must have taken two-thirds (2/3) of these individual vacation days by January 31st.
 - (c) By January 31st, the nurse will request all remaining individual vacation days in the Request Book.
 - (d) Where there is a conflict for individual vacation days prior to posting the units' schedule, seniority will be the deciding factor.
- viii) In order to facilitate that each nurse takes their accumulated carry-over vacation entitlement, nurses who have any unscheduled carry-over vacation days or weeks may be approached by their managers and may be required by their manager to submit a plan to their manager, subject to manager approval, to utilize their outstanding carry-over vacation balance.

Vacation will be booked into available spots on the current year vacation planner. Where there are extenuating circumstances or there are no additional weeks in the current year vacation planner that may be scheduled, a plan will be developed between the manager and the employee to schedule the carry-over into the next vacation year.

If the nurse does not submit a plan to utilize the unscheduled vacation carry-over balance within four (4) weeks of the request by the manager, the manager will schedule the nurses' vacation for available spots on the current year vacation planner and notify the nurse of the scheduled vacation time.

It is understood that the scheduling of accumulated carry-over vacation shall not interfere with the vacation request and approval process outlined in Article M-2 of the local agreement and that requests to schedule carry-over weeks cannot be put on the vacation planner until after the vacation sign-up and approval process has been completed for annual vacation entitlement.

M-3

As provided for in Article M-2 above, a vacation request which is signed in by February 22nd at 1500 hours, or as provided for in Article M-2 (iii) and

would qualify for approval on the 1st Monday of March at 1500 hours or, if required, signed in by the third (3rd) Monday in March at 1500 hours and would qualify for approval the first (1st) Monday in April at 1500 hours, will be considered as approved vacation if a nurse is transferred to another Nursing Unit as a result of a posting or request for transfer from full-time to part-time or vice versa as provided for in Article 10.07.

M-4 Nurses may request the weekend off prior to their vacation. Such requests shall be in the Request Book two (2) weeks in advance of the schedule being posted. The Nurse Manager shall give a written reply to the nurse one (1) week in advance of the schedule being posted. Such request shall not be unreasonably denied.

M-5 A nurse will not be scheduled to work the night tour on a Sunday immediately prior to their vacation, if so requested by the nurse. If such request is made by the nurse two (2) weeks prior to the posting of the schedule to which the request applies, it shall be granted or the nurse shall be paid in accordance with Article 14.03 for all hours worked on the night tour. Requests made other than as noted above shall not be unreasonably denied.

Full-Time

M-6 Nurses who work or receive paid leave for less than 1525 hours in the vacation year shall have their vacation pay based on the percentage of gross salary for work performed, as outlined in Article 16.01 (f), converted into a vacation bank and recorded in number of hours. This conversion shall be made by dividing the vacation pay by the nurse's hourly rate as at May 1st of the current vacation year. Payment, to the extent that such vacation bank permits, shall be made at the time that the nurse's vacation is scheduled and shall be based on their current straight time hourly rate of pay.

The Hospital agrees to pay one regular pay period in advance any vacation pay entitlement to a nurse for approved scheduled vacation provided that the nurse makes application in Payroll on the appropriate form for such advance 3 weeks prior to the date required.

Part-Time

M-7 Vacation entitlement up to April 30th of the current calendar year shall be paid by direct deposit to part-time nurses' bank accounts in the month of June of the current calendar year.

ARTICLE N – JOB SHARING

- N-1 Job sharing position(s) will only be permitted in an area if such a position(s) is agreed to by the Union and the Hospital.
- N-2 (a) Should the parties agree to a new job sharing position, then the following procedure shall apply:
- i) Where the parties have agreed that a full-time vacancy shall be posted as a job sharing position, the two (2) job sharing positions will be posted in accordance with the provisions of the Collective Agreement.
 - ii) Where there is no vacancy and a job sharing position has been agreed as in N-1 above, the following process will apply:
 - (1) A notice will be posted for seven (7) calendar days in the specific unit requesting any full-time nurse to indicate their wish to have their position be a job sharing position, without having their half of the position posted.
 - (2) Selection will be based on seniority.
 - (3) Then the other half of the position will be posted in accordance with the Collective Agreement.
- (b) i) If the Hospital wishes to terminate a job sharing position for reasonable cause, prior to the termination there will be a meeting with the nurses involved and the President of the Union or their designate. Such meeting will occur at least eight (8) weeks prior to the termination of such arrangement to explain the reasons.
- ii) If the nurses who take part in job sharing wish to terminate the arrangement, they may do so upon advance written notification of sixty (60) days to the Hospital and the Union. When this occurs, Clause N-3 will apply.

- N-3
- (a) When a nurse, who is sharing a position resigns or transfers out of the arrangement, if the remaining job share partner was the original successful incumbent to the full time position that they requested to job share, they can be offered the full time position prior to posting the part time job share when their partner leaves. If the remaining job share partner noted above declines the full time position, the vacancy shall be posted in accordance with Article 10.07 of the Collective Agreement, as a job sharing vacancy;
 - (b) If the Hospital is unable to fill the vacancy as a job sharing position, the job sharing arrangement will revert to a full-time vacancy, and it shall not be considered to be a subsequent vacancy;
 - (c) The Hospital will offer the full-time vacancy to the remaining nurse in the position. Should the nurse decline the full-time position, they will remain in their part-time status and shall exercise their lay-off bumping rights to obtain a part-time position.

The remaining full-time position will be posted as a full-time vacancy in accordance with Article 10.07 and it shall not be considered a subsequent vacancy.

N-4 Scheduling

- (a) Total hours scheduled to be worked by the job sharers shall equal one (1) full-time position. Each nurse will not be scheduled to work more than half ($\frac{1}{2}$) those hours of work in the four (4) week period of a posted schedule unless mutually agreed otherwise.
- (b) The schedules shall conform with the scheduling provisions of the full-time Collective Agreement. Job sharers will have the opportunity of determining the divisions of their tours and this division shall be mutually agreeable between the job sharers and the Nurse Manager or delegate.
- (c) Job sharers may be reallocated in accordance with the Unit's practice when required.
- (d) Job sharers are not required to cover for their partner during sick leave or any other leave of absence unless mutually agreed otherwise. Job sharers are not responsible for arranging coverage for their position during an absence.

- (e) Should one partner transfer or terminate employment, the remaining partner shall continue to work their own schedule for the schedule which is currently posted, and for one subsequent schedule. If no replacement partner is recruited, the nurse shall be covered by 3 (b) and 3 (c) above.

N-5 Vacations

- (a) The job sharers shall be required to cover for each other during the vacation unless otherwise mutually agreed between the Union and the Hospital, in which case they shall not form part of any other vacation quota.
- (b) Vacation of the job sharers will not be part of the vacation quotas of the Unit.

N-6 During the Christmas and New Year's schedule, job share lines will be scheduled as any other full-time line would be. The job share partners will determine who shall work which shifts over this period.

ARTICLE O – MODIFIED WORK, ACCOMMODATION AND WORKER'S COMPENSATION

O-1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.

O-2 The Hospital agrees to provide the employee with a copy of the Workers' Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

O-3 The Hospital and the Union both recognize their commitment in providing modified work to disabled employees to meet their obligations for providing reasonable accommodation to the point of undue hardship. The Hospital and the Union agree that ongoing timely communication by all participants is essential to the success of the process.

A Joint Accommodation Committee (JAC) will be established, at least two (2) members of which will be a representative of the Union. The Committee will meet once per month, or more if necessary. The Union member will

suffer no loss of regular earnings for attendance at such meetings.

- (a) The Hospital will provide an updated list of information to the JAC before or at each meeting including the following:
 - (i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
 - (ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits; and
 - (iii) Employees who require temporary or permanent accommodation in the workplace.
- (b) When the parties agree to a permanent accommodation, whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- (c) It is understood that accommodation for disabled employees will be in accordance with human rights requirements.

ARTICLE P – VIOLENCE IN THE WORKPLACE

- P-1 (a) Violence shall be defined as the exercise of physical force and/or attempt to exercise physical force, in a workplace, that causes or could cause physical injury and/or a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the employee.
- (b) The Hospital agrees that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall immediately report this to a supervisor and/or manager who will take all reasonable actions to prevent and correct the situation.
- (c) The Hospital agrees to maintain formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations as well as providing support to employees who have experienced workplace violence.

- (d) The Hospital will report incidents of violence that are reported through the Internal Responsibility System to the Joint Health and Safety Committee for review.
- (e) The Employer agrees to provide education, training, information and instruction, developed in consultation with the Joint Health and Safety Committee, on the violence prevention and harassment policies, measures, procedures and programs, and on prevention of violence to all employees, including domestic violence that can spill over into the workplace.
- (f) The Hospital will inform the Union within three (3) days of any employee who has been subjected to violence while performing their work. Such information shall be submitted, in writing, to the Union as soon as possible.
- (g) The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of workplace violence while performing their work.
- (h) The Hospital and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

ARTICLE Q – HEALTH AND SAFETY

Q-1 Needle Stick and Sharp Injuries

The Hospital's program for the prevention of needlestick and sharps injuries program shall be evaluated annually by the Hospital in consultation with the Joint Health & Safety Committee.

Q-2 Musculoskeletal Injury Prevention and Control

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

The musculoskeletal injury prevention and control measures, procedures, practices and training shall be reviewed and revised in light of the current knowledge of practice.

A review and revision shall be conducted if,

- (a) the Hospital, in consultation with the JHSC, determines that such review and revision is necessary; or
- (b) there is a change in circumstances that may affect the health and safety of the employees.

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

ARTICLE R – MISCELLANEOUS

- R-1 The Hospital will provide two (2) bulletin boards, for the sole use of the Union, to be located outside of the cafeteria at each site. One Board to be used by the Union for Union matters and the other Board will be used for posting full time, regular part time and casual ONA job postings.

Pre-Paid Leave Plan

- R-2 It is understood that in accordance with Article 11.11 of the Collective Agreement, the number of nurses that may be absent at any one time shall be one (1) full-time nurse and one (1) part-time nurse per unit to a maximum of fifteen (15) full-time nurses and fifteen (15) part-time nurses or more at the discretion of the Hospital.

- R-3 The Hospital will notify the Union of any decision(s) to add to or delete full-time or part-time RN positions.

At the request of the Union, following receipt of the above notification, the Hospital agrees to meet with the Union to outline the rationale for the decision and to discuss matters related to this decision.

- R-4 The Hospital recognizes that surgical scrubs or impermeable covers may be required in certain units.

It is recognized that in those areas where the Hospital currently supplies such scrubs or impermeable covers, they will continue to be supplied at no cost to the nurse.

It is further recognized that any change to the requirements will not be made in an unreasonable or arbitrary manner.

In any other areas where the Hospital determines that scrubs or impermeable covers are necessary, the Hospital will provide them at no cost to the nurse.

R-5 The Hospital will notify any unsuccessful applicants who were interviewed for ONA job postings within ten (10) days of the position being filled. This will also include notice if the position is rescinded.

R-6 In accordance with the provisions of Article 9.13, the Hospital agrees to develop a process to identify and remove current and future reprimands, suspension or other sanctions for all nurses covered by the Collective Agreement.

R-7 Electronic Grievance Form

- a) The parties agree to use the electronic version of the ONA 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 Union undertakes to get a copy of the electronic version signed by the grievor(s).
- d) 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.

R-8 Contact Information

The Hospital will continue to provide the Union with members' addresses and phone numbers in conjunction with the provision of the seniority lists in Article D and with notification of new hires.

DATED at Hamilton, Ontario this 25th day of April, 2024.

FOR THE EMPLOYER

FOR THE UNION

Leah LeBlanc-Hynes

Dan Belford
Labour Relations Officer

Paulette Clannon

Angela Spiler

Deanna Burnet

Heather Saunders

Anna Marie Smith

Kimberly Bloomfield

LETTER OF UNDERSTANDING

RE: NURSING RESOURCE TEAM (NRT) CHARLTON AND NURSING RESOURCE TEAM (NRT) MENTAL HEALTH AND ADDICTIONS PROGRAM (MHAP)

Whereas the Hospital has implemented a Nursing Resource Team (NRT) at the Charlton site and in the MHAP, the Hospital and the Union are in agreement to the following conditions:

The NRTs at Charlton and West 5th will be considered as separate units for the purposes of vacation requests, Christmas/New Year's scheduling, leaves of absence, for the purposes of layoff and any other seniority or service entitlement under the collective agreement. The NRT may consist of full-time and part-time nurses.

NRTs may be utilized to fill temporary full-time vacancies due to sick leave absences, leaves of absence and pregnancy/parental leaves while the Employer makes proper arrangements to fill the vacancy under Article 10.07 (d), or if no regular part-time or full-time support nurses are available to fill the temporary full-time vacancies.

NRT nurses may be deployed as needed to the King Campus site. *No NRT will be reassigned to the King Campus site without first being full orientated*

When a nurse is required to fill an episodic need on a unit, the hours may first be assigned to scheduled NRT. If the shift remains available it will next be offered to RPT nurses on the unit as per the collective agreement.

The utilization of a full-time NRT shall not cause the short term or long term lay off of any full-time nurse covered by the collective agreement.

The utilization of a part-time NRT shall not cause the short term or long term lay off of any part-time nurse covered by the collective agreement.

This LOU will become effective date of ratification and be brought to scheduling committee in nine (9) months to review its effectiveness.

This agreement is made without precedent or prejudice to the position of either party.

LETTER OF UNDERSTANDING

RE: CHRISTMAS AND NEW YEAR'S SCHEDULING

Alternating Christmas and New Year's time off may be introduced for either part-time and/or full-time in any unit where 60% of either group so indicate by secret ballot.

All scheduling regulations will be adhered to except in the case of G-11 (f) and in the case of a dispute, seniority shall be the deciding factor. The alternating arrangement would be for a minimum of two Christmas schedules.

Alternating Christmas/New Year's time off may be discontinued by either the part-time and/or full-time after a minimum of two Christmas schedules, when 70% of either the full-time and/or 70% of the part-time so indicate by secret ballot.

Voting by secret ballot would need to take place prior to the second Monday in September of any year with the exception noted below. A vote can be initiated by a nurse or at the request of the Hospital and will be conducted according to established voting procedures.

The parties agree that a vote will be conducted on all units for both full-time and part-time nurses which require Christmas and New Year's scheduling. A vote will not be conducted on units where full-time and/or part-time nurses currently have an alternating schedule. The results will be implemented for the 2011 Christmas and New Year's schedule.

LETTER OF UNDERSTANDING

RE: CHRISTMAS AND NEW YEAR'S SCHEDULING – WEEKENDS

The Union agrees to meet with the Hospital during the years where Christmas and New Year's falls on a weekend to review schedules prior to the posting of these schedules which cover the Christmas/New Year period.

LETTER OF UNDERSTANDING

RE: FOUR HOUR TOURS

The parties agree that the Appendix 5 Local provisions Article K-1 states the commitment of availability as follows:

- K.1 (a) (ii) available for three (3) tours of duty per week for tours of 7.5 hours
available for two (2) tours of duty per week for tours of 11.25 hours or 9.375 hours.

It is further agreed that a commitment of availability for four (4) hour tours is not applicable to part-time nurses, however where the Hospital wishes to implement 4 hour tours the Hospital agrees to meet with the Union for discussion prior to implementation.

The parties agree to consider alternate solutions in scheduling and assignment of work prior to discussion and consideration of 4 hour tours on a specific unit.

Where alternate solutions do not resolve the patient care needs or staffing concerns on a specific unit, then four hour tours may be considered based on the following principles, where the Hospital and the Union agree to the implementation and scheduling of 4 hour tours.

1. As far as reasonably practicable, any needs for 4 hour tours shall be over and above the base staffing needs on the unit (new additional hours).
2. A notice shall be posted on the unit requesting part-time nurses to indicate their interest to work 4 hour tours.
3. Only those nurses who have expressed interest in working 4 hour tours as in (2) above shall be scheduled to work 4 hour tours.
4. The hours to be scheduled for 4 hour tours shall be agreed between the parties prior to scheduling 4 hour tours.
5. The number of tours comprised of 4 hours will be kept to a minimum.
6. No nurse will be scheduled to work solely on 4 hour tours unless mutually agreed between the Union and the Hospital.
7. A Registered Nurse will not work more than one 4 hour tour on any unit in any 24 hour period.
8. Nurses shall be granted a paid rest period of 15 minutes on each 4 hour tour.

9. Where it is agreed between the parties that a nurse may work solely 4 hour tours (as in #6 above) then the commitment of availability will be determined between the Hospital and the Union.
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LETTER OF UNDERSTANDING

RE: ONA LOCAL 75 PRESIDENT LEAVE

The Hospital agrees the current President of ONA, Local 075 (hereinafter referred to as "the President") shall be scheduled on the day shift only.

Should Local 75 elect a different President of the Local, the Hospital agrees to meet with the Union to determine whether the arrangement to schedule the President on the day shift only may continue.

The Hospital agrees to pay the President an average of 75 (seventy-five) hours of salary per month. This payment is compensation for time spent by the President on Union business involving the Hospital.

In the event the President serves on the Ontario Nurses' Association's Central Bargaining Team, the time spent attending negotiating meetings with the Hospitals' Central Negotiating Committee, as provided for in Article 6.04(b), will be in addition to the average of 75 (seventy-five) hours of salary per month referred to above.

Upon request, the Hospital will provide the President with leave of absence without pay for the remaining working days each month to attend to Union business, subject to the Union reimbursing the Hospital as provided for in Article 11.02. Such requests shall be made in writing as far in advance as possible so as to keep scheduling changes on the President's unit to a minimum. The Hospital will continue to pay the President's salary and maintain the applicable benefits during the periods the President is on a leave of absence. All service and seniority shall continue to accrue in accordance with the Collective Agreement.

Any Union Leave requested for the President will be in addition to Union leave days referred to in Appendix 5, Article E-1.

Should Local 75 elect a different President, management agrees to meet with the Union to determine whether the arrangement with respect to paid and unpaid time off for the President will continue.

LETTER OF UNDERSTANDING**RE: PAYROLL PROCEDURES**

In the event St. Joseph's Healthcare finds it necessary to amend any of the procedures that deal with errors in nurses' pay, the Hospital will meet with the Union to review the changes and provide them with a copy of the revised procedures.

LETTER OF UNDERSTANDING**RE: PART-TIME AVAILABILITY**

To facilitate greater efficiency with the call in system, part-time nurses will be encouraged to document any additional availability or change of availability after the schedule is posted, on each posted schedule.

LETTER OF UNDERSTANDING**RE: TRAVEL AND MEAL ALLOWANCE**

The Employer agrees to reimburse a Registered Nurse as per the Hospital policy, upon receipt of the appropriate travel expense form, when using their automobile for business purposes.

The Employer further agrees that Registered Nurses who are more than twenty-four (24) kilometers from their home base and are traveling on Hospital business over the lunch period, will be reimbursed for a meal in accordance with Hospital policy, upon submission of an acceptable receipt in support of this expense claim. This provision shall not apply where a nurse is travelling from one designated SJHH site to another designated SJHH site.

LETTER OF UNDERSTANDING**RE: NEW ADDITIONAL FULL-TIME SUPPORT NURSE POSITIONS**

Whereas the parties agree to implement new additional full-time Support Nurse positions the following conditions will apply:

These positions will be utilized to cover maternity leaves, medical leaves and other long term leaves. If these positions are filling episodic needs the hours will first be offered to the RPT nurses as per the collective agreement.

The nurses will be assigned to a specific unit within their cluster for the purpose of vacation requests and Christmas/New Year's scheduling and to an appropriate Nurse Manager for evaluation purposes.

Each Support Nurse cluster will be a unit onto themselves for the purpose of layoff.

LETTER OF UNDERSTANDING

RE: SCHEDULING COMMITTEE

A Scheduling Committee will provide a forum for the parties to take a pro-active approach to identifying viable alternatives to scheduling concerns.

1. The purpose of the group shall be to review and suggest resolutions to scheduling concerns.
2. The Committee shall be comprised of equal representation from the Union and Management. There will be five (5) members from ONA, selected by ONA and five (5) members representing the Hospital selected by the Hospital. Should the Hospital wish to bring more than five (5) committee members to any meeting, they shall inform ONA prior to the meeting and ONA will bring equal amount of representation to that committee meeting.
3. The Committee shall initially determine its terms of references and procedure for dealing with and making recommendations on scheduling matters including but not limited to:
 - (a) Part-time scheduling guidelines
 - (b) Vacation scheduling
 - (c) Christmas/NY schedules
 - (d) Master Schedules including Innovative Schedules

LETTER OF UNDERSTANDING

RE: STAND-BY ARRANGEMENT – ENDOSCOPY UNIT

The following is a Memorandum in keeping with article G-7 of the local agreement, to implement a stand-by arrangement for the Endoscopy Unit at St. Joseph's Healthcare.

Stand-by will be implemented to provide coverage only for Class 1 patients requiring emergency procedures as outlined in the attached nursing policy.

A seniority list combining full-time and part-time nurses will be created. The combined seniority list will be utilized for the purpose of determining the order for choosing stand-by on-call weekends. Staff will rotate choosing stand-by on-call weekends starting with the most senior nurse (except Christmas Eve and Christmas Day - see below).

Full-time and part-time staff have agreed to share equitably the weekend coverage for all weekends including the eleven (11) statutory holidays other than Christmas Eve and Christmas Day.

The weekend coverage will be divided into three (3) calendar periods/sections:

For example:

- i) Section 1 – January 6th (weekend) – April 20th (weekend)
- ii) Section 2 – May 5th (weekend) – August 25th (weekend)
- iii) Section 3 – September 6th (weekend) – January 1st (weekend)

These are subject to adjustment each year as weekends fall on different dates. Each year these sections will be reassessed and revised.

Statutory holiday/prime weekends to be covered: New Year's Day, Family Day, Good Friday, Easter Monday, weekend before March Break, weekend after March Break, Mother's Day, Victoria Day, Father's Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, November Day, Boxing Day, weekend before Christmas and weekend between Christmas and New Year, for total of seventeen (17) weekends. This number may change from year to year depending on where the holidays fall.

Staff will select to work:

- i) One statutory holiday/prime weekend
- ii) One weekend from the each of the other two sections their "prime weekend" does not fall, for a total of 1 weekend/section

In subsequent years the choosing of a statutory holiday/prime weekend, and weekends from section 1, 2 and 3, will be done on a rotational basis according to the combined seniority list.

The combined seniority list will be utilized for the purpose of determining the order for the scheduling of stand-by for the Christmas Eve and Christmas Day holidays. Staff will continue to rotate stand-by coverage starting with the least senior nurse utilizing this process from year to year as per the current practice.

Stand-by for full and part-time nurses will commence on Friday afternoon at 1800hrs until Monday at 0700hrs for regular weekends and Tuesday at 0700hrs on Stat weekends. When the week is a slowdown week stand-by will be until 0730hrs on the Tuesday (i.e. Good Friday call begins Thursday at 1800hrs).

If a nurse is scheduled for stand-by on such weekends and is called into work, they are considered to be "working" the weekend.

Where a nurse has been assigned stand-by and continues to work or is called back after 2400 hours, such nurse will be allowed leave without loss of earnings until they have eight (8) hours off unless they do so by mutual agreement between the nurse and the Employer.

Part-time nurses will be scheduled a day off following a stand-by tour unless mutually agreed to otherwise by the parties.

The staff physician on call for G.I. services and Surgery will be responsible for notifying the nurse on stand-by of the call-back.

Staff will be provided with parking passes for the stand-by period in order to access the parking lot closest to the Hospital.

The provisions of articles 14.06 and 14.07 will be applied in accordance with the Collective agreement.

LETTER OF UNDERSTANDING

RE: STAND-BY SCHEDULE – OCCUPATIONAL HEALTH AND SAFETY SERVICES

The parties agree to implement a stand-by schedule for the Occupational Health Safety Services for the purposes of staffing for the Influenza Protocol Management.

The parties agree that the following conditions apply:

1. The stand-by schedule will be in place for the influenza season and will commence and end in consideration of the annual influenza season.
2. Stand-by will be scheduled from 1400 hours to 2000 hours on Saturdays, Sundays and holidays.
3. For the purpose of Article A-3 of the Local Appendix, the parties have agreed to the following terms for sharing stand-by assignments on statutory holidays:
 - a. A seniority list combining full-time and part-time will be created. The combined seniority list will be utilized for the sole purpose of determining the order for the scheduling of stand-by on holidays.
 - b. For Christmas Day, nurses will rotate stand-by coverage starting with the least senior nurse.
 - c. For the other four (4) statutory holidays covered by this LOU, stand-by will be shared between the full-time and part-time nurses on a rotational basis. For the first rotation (2015-2016) the most senior nurse was first to select a holiday. In subsequent years the selection of stand-by for these holidays will be done on a rotational basis by seniority, so that all staff are able to get their first choice once every 6 years. It is understood that this may change as staffing is altered.
4. Stand-by will be scheduled in accordance with the voluntary schedule provided by the full-time and part-time Occupational Health Nurse in the Employee Health Office.
5. Call-back from stand-by will be initiated when an outbreak is declared by the medical officer of health in consultation with the infection control officer, per the Influenza Management Policy.
6. Electronic devices will be made available to nurses on stand-by.
7. The collective agreement provisions including Articles 14.06 and 14.07 will apply.

This agreement is made without precedent or prejudice to the position of either party.

LETTER OF UNDERSTANDING

RE: PART-TIME UTILIZATION AND SCHEDULING

Within ninety days (90) days of ratification, the Parties agree to meet to review part-time hours and part-time scheduling practices within the departments/ work-units covered by the terms of the collective agreement.

The Parties will identify areas of concern and specifics that may require greater commitment of part-time availability and staff utilization as a strategy to support appropriate staffing.

The Parties agree that one of the strategies may include developing a letter of understanding by department and/or work unit where new part-time positions will be created with a dedicated commitment.

It is the Parties intention that any agreement reached under this letter of understanding, by department and/or work unit, may supersede part-time availability provisions in Article K-1.

Agreement to these letters of understanding will not be unreasonably withheld by either party.

DATED at Hamilton, Ontario this 25th day of April, 2024.

FOR THE EMPLOYER

FOR THE UNION

Leah LeBlanc-Hynes

Dan Belford

Labour Relations Officer

Paulette Clannon

Angela Spiler

Deanna Burnet

Heather Saunders

Anna Marie Smith

Kimberly Bloomfield
