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COLLECTIVE AGREEMENT

Between:

**ST. JOSEPH'S HOSPITAL, BRANTFORD
(Hereinafter referred to as the "Hospital")**

And:

**ONTARIO NURSES ASSOCIATION
(Hereinafter referred to as the "Association")**

EXPIRY: MARCH 31, 2001

Where the parties cannot agree on whether a superior condition continues to have application, the issue will be reduced to a grievance and referred to arbitration.

- 21.02 The Association and the Participating Hospitals agree to establish a committee consisting of **two** (2) representatives of the Association and **two** (2) representatives of the Participating Hospitals to review the superior conditions appendices in each of the participating hospitals. This committee will report to their respective negotiating committees prior to the next round of central negotiations.

ARTICLE 22 - DURATION

- 22.01 This Agreement shall continue in effect until March 31, 2001 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of ~~this~~ Agreement or to any anniversary of such expiration date.
- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the Participating Hospitals and the Ontario Nurses' Association will meet to determine the procedures to be followed.

ARTICLE 23

- 23.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding
- 1. Joint Central Committee
 - 2. Payment for Bargaining Unit President
 - 3. Professional Responsibility Complaint
 - 4. Joint Benefits Review Sub-committee
- Appendix 1 - O.N.A. Grievance Form

- Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons
- Appendix 3 - Salary Schedule
- Appendix 4 - Superior Conditions - If Any
- Appendix 5 - Appendix of Local Provisions
- Appendix 6 - O.N.A. Professional Responsibility Complaint Form

APPENDIX 1 - Grievance Form to be inserted here.

APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

- | | |
|--|---|
| <p>1. Lynne Taylor
Vice President
Patient Services
Queensway-Carleton Hospital
Ottawa</p> | <p>5. Mrs. Maxine Pastirik
Niagara College of Applied Arts
& Technology
Welland</p> |
| <p>2. Mrs. Patricia Lang
Vice-president, Academic
Georgian College
Barrie</p> | <p>6. Ms. Darlene Steven
Associate Professor
School of Nursing
Lakehead University
Thunder Bay</p> |
| <p>3. Ms. Louise Lemieux-Charles
Asst. Prof. & Program Director
HMRU, Dept. of Health Admin.
Faculty of Medicine
University of Toronto
Toronto</p> | <p>7. Pat Hall
Principal Chair
Seneca College
Toronto</p> |
| <p>4. Ms. Patricia Mandy
Vice President, Community Health
Hamilton Health Sciences Centre
Hamilton</p> | <p>8. Ms. Donna Tremblay
Dean, Health Sciences
Sault College of Applied Arts & Technology
Sault Ste. Mane</p> |

LETTERS OF UNDERSTANDING

Short Shifts, Modified Work, Job Sharing and Payment for Bargaining Unit President

The parties agree that the issues of short shifts (including the issue of premium payments for hours worked after scheduled hours on short shifts), modified work and job sharing are local issues.

Any issues around payment for a Bargaining Unit President or designate including payment to attend joint Employer Union meetings outside of their regularly scheduled hours are local issues.

Joint Central Committee

The parties agree to form a Joint Central Committee to discuss issues of mutual interest and benefit to the Hospitals and the Association. The Committee will discuss issues including but not restricted to a Clinical Advancement System for nurses and support for new graduates entering the nursing profession.

Letter to Hospitals of Ontario Pension Plan (HOOPP) Regarding Surplus for Retirees' Benefits

The parties hereby request that the Hospitals of Ontario Pension Plan (HOOPP) explore ways and means whereby the pension plan's surplus may be utilized to fund benefits (EHC, Dental, Life and Semi-Private) for retired nurses.

Re: Joint Benefits Review Sub-Committee

The parties agree to refer the following matters to the Benefits Review Sub-Committee referenced in Article 17.09:

- i) the maximum age dependents eligible for benefit coverage;
- ii) the terms and application of the Hospitals of Ontario Disability Income Plan brochure(s) currently in effect;
- iii) Consideration of alternative options for sick leave provision.

The committee will undertake to meet within six (6) months of the date of ratification.

Re: Professional Responsibility clause

The parties hereby agree to meet within six (6) months of ratification/award to update the list of professional Responsibility Assessment Committee Chairpersons, to discuss possible revisions to Appendix 6 and to discuss the guidelines for the Chair of the Professional Responsibility Assessment committee.

DATED AT TORONTO, ONTARIO, THIS 31ST DAY OF MARCH 2000.

FOR THE ASSOCIATION

Dan Anderson
Linda Haslam-Stroud
Lesley Bell
Linda Lachance
Barb Wahl
Donna Bain
Sylvia Blanchard
Jo Anne Shannon
Valerie MacDonald
Debbie McCrank
Carolyn Prepp
Catherine lies-Peck
Marjorie Calvin
Elizabeth Dewar
Lawrence Walter
Judith McIlwaine

FOR THE HOSPITALS

Robert J. Bass
Maureen Bedek
Garry Cardiff
Ruth Dixon
Marilyn Travaglini
Sue Graham
Bernie D. Schmidt
Joan Edwards
Sylvia Halliday
Bronwen Morgan
Ursula Verstraete
Richard Kelly
Judith Skelton-Green
Randy Belair
Dan McPherson

DATED at Brantford ONTARIO, this 10 day of Apr 2000

FOR THE HOSPITAL

Margaret Dignar

FOR THE UNION

Marsha Hazark

Joanne Meng

Bee Hunt

Kathy Gilbert

COLLECTIVE AGREEMENT

LOCAL ISSUES

Between:

**ST. JOSEPH'S HOSPITAL, BRANTFORD
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And:

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

EXPIRY: MARCH 31, 2001

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APPENDIX 3 – SALARY SCHEDULE – FULL-TIME

Classification- Registered Nurse

	<u>Effective April 1, 1998</u>			<u>Effective April 1, 1999</u>	
Start	18.67	3033.88	Start	19.04	3094.00
1 Year	19.60	3185.00	1 Year	20.00	3250.00
2 Years	20.38	3311.75	2 Years	20.79	3378.38
3 Years	21.45	3485.63	3 Years	21.88	3555.50
4 Years	22.51	3657.88	4 Years	22.96	3731.00
5 Years	23.58	3831.75	5 Years	24.05	3908.13
6 Years	24.92	4049.50	6 Years	25.42	4130.75
7 Years	26.24	4264.00	7 Years	26.77	4350.13
8 Years	27.58	4481.75	8 Years	28.13	4571.13
9 Years	28.93	4701.13	9 Years	29.51	4795.38

	<u>Effective date of Ratification</u>			<u>Effective April 1, 2000</u>	
Start	20.00	3250.00	Start	20.50	3331.25
1 Year	20.79	3378.38	1 Year	21.31	3462.88
2 Years	21.88	3555.50	2 Years	22.43	3644.88
3 Years	22.96	3731.00	3 Years	23.54	3825.25
4 Years	24.05	3908.13	4 Years	24.66	4007.25
5 Years	25.42	4130.75	5 Years	26.05	4233.13
6 Years	26.77	4350.13	6 Years	27.44	4459.00
7 Years	28.13	4571.13	7 Years	28.84	4686.50
8 Years	29.51	4795.38	8 Years	30.24	4914.00

Classification – Nurse Clinician

	<u>Effective April 1, 1998</u>			<u>Effective April 1, 1999</u>	
Start	21.83	3547.74	Start	23.83	3872.38
1 Year	22.93	3726.12	1 Year	23.39	3800.87
2 Years	23.84	3874.00	2 Years	24.32	3952.00
3 Years	25.10	4078.75	3 Years	25.60	4160.00
4 Years	26.34	4285.12	4 Years	26.87	4366.67
5 Years	29.05	4720.62	5 Years	29.63	4814.87
6 Years	29.15	4738.88	6 Years	29.73	4831.12
7 Years	31.71	5152.87	7 Years	32.34	5255.25
8 Years	32.26	5242.25	8 Years	32.90	5346.25
9 Years	33.84	5499.00	9 Years	34.52	5609.50

	<u>Effective Date of Ratification</u>			<u>Effective April 1, 2000</u>	
Start	23.39	3800.87	Start	23.97	3895.12
1 Year	24.32	3952.00	1 Year	24.93	4051.12
2 Years	25.60	4160.00	2 Years	26.24	4264.00
3 Years	26.87	4366.67	3 Years	27.54	4475.25
4 Years	29.63	4818.87	4 Years	30.37	4935.12
5 Years	29.73	4831.12	5 Years	30.47	4951.37
6 Years	32.34	5255.25	6 Years	33.15	5386.87
7 Years	32.90	5346.25	7 Years	33.72	5479.50
8 Years	34.52	5609.50	8 Years	35.38	5479.74

APPENDIX 3 – SALARY SCHEDULE – PART-TIMEClassification - Registered Nurse

<u>Effective April 1, 1998</u>		<u>Effective April 1, 1999</u>	
Start	18.67	Start	19.04
1 Year	19.60	1 Year	20.00
2 Years	20.38	2 Years	20.79
3 Years	21.45	3 Years	21.88
4 Years	22.51	4 Years	22.96
5 Years	23.58	5 Years	24.05
6 Years	24.92	6 Years	25.42
7 Years	26.24	7 Years	26.77
8 Years	27.58	8 Years	28.13
9 Years	28.93	9 Years	29.51

<u>Effective date of Ratification</u>		<u>Effective April 1, 2000</u>	
Start	20.00	Start	20.50
1 Year	20.79	1 Year	21.31
2 Years	21.88	2 Years	22.43
3 Years	22.96	3 Years	23.54
4 Years	24.05	4 Years	24.66
5 Years	25.42	5 Years	26.05
6 Years	26.77	6 Years	27.44
7 Years	28.13	7 Years	28.84
8 Years	29.51	8 Years	30.24

Classification – Nurse Clinician

<u>Effective April 1, 1998</u>		<u>Effective April 1, 1999</u>	
Start	21.83	Start	23.83
1 Year	22.93	1 Year	23.39
2 Years	23.84	2 Years	24.32
3 Years	25.10	3 Years	25.60
4 Years	26.34	4 Years	26.87
5 Years	29.05	5 Years	29.63
6 Years	29.15	6 Years	29.73
7 Years	31.71	7 Years	32.34
8 Years	32.26	8 Years	32.90
9 Years	33.84	9 Years	34.52

<u>Effective Date of Ratification</u>		<u>Effective April 1, 2000</u>	
Start	23.39	Start	23.97
1 Year	24.32	1 Year	24.93
2 Years	25.60	2 Years	26.24
3 Years	26.87	3 Years	27.54
4 Years	29.63	4 Years	30.37
5 Years	29.73	5 Years	30.47
6 Years	32.34	6 Years	33.15
7 Years	32.90	7 Years	33.72
8 Years	34.52	8 Years	35.38

APPENDIX 5**APPENDIX OF LOCAL PROVISIONS****ARTICLE A - RECOGNITION AND DEFINITIONS**

- A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all lay registered and graduate nurses employed by the Hospital in a nursing and teaching capacity in Brantford, Ontario, save and except, head nurse, persons above the rank of head nurse.
- A-2 "Supervisor" when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT FUNCTIONS

- B-1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as limited by the provisions of this Agreement.
- B-2 These rights shall be exercised in a manner consistent with the provisions of this Agreement.
- B-3 In reference to Article 18.06 such rules and regulations shall be reasonable and not inconsistent with the provisions of this Agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

- C-1 Nurse Representatives
There shall be five (5) full-time and two (2) part-time nurse representatives.
- C-2 Grievance Committee
There shall be a grievance committee of three (3) nurses.
- C-3 Negotiating Committee
There shall be a negotiating committee composed of not more than four (4) nurses, one (1) of whom may be a part-time nurse.
- C-4 Hospital-Association Committee
The composition of the said committee shall consist of three (3) nurses to represent both full and part-time nurses who shall be appointed to act on behalf of the local Association. The number of Hospital representatives on the committee shall not exceed the number of Association representatives.

C-5 Association Interview

The interview of newly hired nurses as provided for in Article 5.06 will be scheduled in advance by mutual agreement.

ARTICLE D - SENIORITY LIST

D-1 A copy of the seniority list as provided for in Article 10.02 shall be posted on all bulletin boards and sent to the Association and updated every six (6) months, namely in March and September of each year.

E - FOR A

E-1 Leave of absence as provided for in Article 11.02 shall be given of up to fifty (50) working days during any calendar year on the following basis:

- (a) provided that two (2) nurses shall be absent for any such leave from the Surgical Site (OR/RR) at any one time and only one (1) nurse be absent for any such leave at any time from a unit of ten (10) nurses or less; provided that staffing patterns can be maintained by utilizing part-time staff.
- (b) the Hospital will not schedule a nurse's regular day off for the date a leave of absence was requested and granted provided that requests are received one (1) week prior to the posting of the time schedule;
- (c) the Hospital will reply, in writing, within two (2) weeks of the request having been made.

ARTICLE F - HOURS OF WORK - SCHEDULING - FULL TIME

F-1 A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and subsequent weekend save and except where:

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

F-2 Scheduling Objectives

The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules:

- (a) a nurse will be scheduled off for at least every second (2nd) weekend;
- (b) there shall be no split shifts except by mutual agreement;

- (c) a nurse will be scheduled ~~off~~ work for not less than five (5) consecutive days at either Christmas or New Year's seasons on an annual rotating basis except in areas which are not normally required to work on weekends and statutory holidays and the scheduling objectives will not operate during the period December 15 to January 10. Time off at Christmas shall include December **24, 25** and 26, and time off at New Year's shall include December 31st and January 1st. The Hospital will post that schedule six (6) weeks in advance;
- (d) nurses will not be scheduled to work more than seven (7) consecutive days;
- (e) at least three (3) full shifts will be scheduled off between tour changes;
- (**9**) a minimum of split days off may be scheduled in rotation;
- (g) schedules will be posted ~~two~~ (2) weeks in advance for a six (6) week period;
- (h) requests for changes in posted time schedules must be submitted in writing and ~~co-signed~~ by a nurse willing to exchange days off or tours. Such change in tour initiated by the nurse and approved by the Hospital shall not result in any overtime payment to either nurse. Mutual exchanges will be requested and responded to in a timely manner. Charge nurses may approve such requests in absence of management. The Hospital will make every reasonable attempt to grant such request.
- (i) nurses shall not be required to change tours more than once during a work week;
- (j) the Hospital will provide proportionately equal distribution of on call duty. Exchanges of on call duty shall be in writing ~~co-signed~~ by both nurses and submitted to the Head Nurse prior to the scheduled on call period.
- (k) Nurses will have the option to choose to work days and evenings or days and nights according to seniority and as far as practicable.

F-3 Entitlement to lieu time off as provided for in Article 14.09 shall be taken at a mutually acceptable time.

F-4 Nurses will be paid at premium rate for working on a third and subsequent consecutive weekend in accordance with Articles **14.01** and **14.03**.

Availability/Scheduling - Part-Time

F-5 Availability - Regular Part-Time

- A. The regular part-time nurse must be available for work at least:
 - (a) ~~two~~ (2) days per week; (tour = 7.5 hours);
 - (b) ~~two~~ (2) weekends in six (6);

- (c) either December 24, 25, 26, or the following December 31 and January 1. Time off shall be in accordance with F-3(c) and will be on an annual rotating basis.
 - (d) three (3) recognized holidays during the year (other than Christmas Day, Boxing Day or New Year's Day);
 - (e) ten (10) months of the year which must include December and a total of four (4) weeks during July and August and five (5) weeks if required for the efficient operation of the Hospital.
- Should a regular part-time nurse fail to fulfil this commitment without just cause her status will be changed to that of a casual part-time nurse.
- (f) every other weekend during July and August for **prescheduling** purposes **only**; subject to the regular part-time nurses rights in F-5-A(e) above.

F-5

Casual Part-time

- B. A "casual part-time nurse" shall make the following written commitment:
 - (a) declare, on a bi-weekly basis, availability or non-availability for work on specified days for the next two-week period;
 - (b) a nurse who declares availability for any shift and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances becomes known.

F-6

Scheduling - Part-Time Only

- (a) Schedules for regular part-time nurses assigned to specific units will be posted ~~two~~ (2) weeks in advance ~~for~~ a six (6) week period.
- (b) Regular part-time nurses shall be pre-scheduled on an equitable basis.
- (c) All additional tours that become available after the posted schedule shall first be offered to the regular part-time nurses on the basis of seniority, in the specific units so assigned prior to being offered to casual part-time nurses.
- (d) However, it is understood that any extended vacancies that arise after the posted time for the duration of that schedule will be as evenly distributed as possible to the regular part-time nurses in that unit.
- (e) When regular part-time nurses are cancelled and the same hours of work or the majority of the same hours of work become available, the cancelled regular part-time nurses shall be offered the hours of work according to seniority. If the nurses are no longer available or unable to accept these hours, such hours shall be offered to regular part-time nurses as above.
- (f) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season except in areas which are not normally required to work on weekends and statutory holidays and the scheduling objectives will not operate during the period December 15 to

January 10. Time off at Christmas shall include December 24, 25, 26 and time off at New year's shall include December 31 and January 1. The Hospital will post that schedule six (6) weeks in advance.

F-7 Weekends

A weekend consists of fifty-six (56) consecutive hours off work during the period following completion of the Friday day or evening shift until the commencement of the Monday day shift.

F-8 When it is necessary to temporarily close a unit and nurses are transferred to other areas of the Hospital, the nurses who routinely work 7.5 hour tours will not be required to work 11.25 hour tours and vice versa. Every effort will be made to keep the nurses in their regular rotations of the unit being closed.

F-9 Shift Premium

In reference to Article 14.10, an evening shift shall be all hours worked between 1500 and 2300 hours, a night shift shall be all hours worked between 2300 hours and 0700 hours.

F-10 Weekend Premium

In reference to Article 14.15, weekend premium will be paid for each hour worked between 2300 hour Friday and 2300 hours Sunday.

F-11 Extended Tours

(1) 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 compressed work week, such agreement shall not be withheld in an unreasonable arbitrary manner.

(2) A compressed work week 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 compressed work week in the schedule.

(3) When notice of discontinuation is given by either party in accordance with paragraph (2) 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 compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

(4) Scheduling

- (a) every second weekend off will be scheduled;
- (b) not more than three (3) consecutive days of work will be scheduled;
- (c) each nurse will have five (5) consecutive days off at either Christmas or New Year's. Christmas shall include December 24, 25 and 26, and New Year's December 31 and January 1.

(5) Vacation - Scheduling - Full-Time Only

Article H - Appendix 5 - shall apply to nurses working the Extended Tour.

- (a) a maximum of one (1) shift exchange may be granted prior to or immediately following vacation to extend vacation,
- (b) a maximum of two (2) weeks which contain only two (2) tours scheduled may be used for vacation in one (1) year period.

ARTICLE G - PAID HOLIDAYS

G-1 The paid holidays provided for in Article 15.01 shall be the following:

- | | |
|------------------------|------------------|
| New Year's Day | Civic Holiday |
| 3rd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day - July 1st | Boxing Day |

G-2 Nurse shall be paid the premium rate for actual hours of work performed in the twenty-four hour period of such holiday.

G-3 Full-Time Only

Lieu days as provided for in Article 15.05 shall be taken within thirty (30) days on a day mutually agreed to by the nurse and the Hospital.

G-4 Full-Time Only

The Hospital shall arrange for paid holidays off to be divided equitably among the nurses in the same unit.

G-5 Part-Time Only

A nurse scheduled to work the weekend immediately preceding a paid holiday shall have the option of working the paid holiday as well if work is available.

ARTICLE H - VACATIONSH-1 Full-Time Only

- (a) Vacation may be taken at any time during the vacation year (between May 1st and April 30th). Vacations are not cumulative and cannot be carried over into the next vacation year. Selection of vacation periods will be in accordance with seniority.

Nurses shall be given preference with respect to their vacation periods in accordance with seniority for one (1) vacation period in a vacation year. The Hospital will give consideration to any extenuating circumstances.

- (b) The weekend either at the beginning or at the conclusion of vacation shall be scheduled off. In addition, a nurse may request the adjacent weekend which was not scheduled off as leave of absence without pay. Such request shall not be unreasonably withheld. The nurse shall receive a reply to such request within seven (7) calendar days of submitting the request. Nurses requesting vacation time during July and August in conjunction with their normally scheduled weekend off shall have the adjacent weekend off as well.
- (c) Requests for summer vacation are to be submitted to the Unit Manager, in writing, by the end of March and posted by the Hospital by the end of April. Requests outside this period will be granted on a first come first served basis provided the nurse requests such vacation, in writing, four (4) weeks in advance of the posting of the next effective time sheet. A reply to such a request will be given, in writing, within two weeks.
- (d) The present practice of scheduling two (2) nurses to be off on vacation at the same time from any one unit shall continue except in O.P.D., Rehab and Recovery Room and Day Surgery.
- (e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

H-2 Full-Time Only

Requests for vacation pay prior to commencement of vacation will be granted if the nurse submits such request, in writing, at least seven (7) working days prior to the commencement of her vacation period.

H-3 Part-Time Only

Vacation pay as provided for in Article 16.01 applies to earnings in the preceding year as of April 30th.

H-4 Part-Time Only

(a) Nurses shall be given preference with respect to their vacation periods in accordance with seniority for one (1) vacation period in a calendar year.

(b) Requests for summer vacation are to be submitted to the Unit Manager, in writing, by the end of March and posted by the Hospital by the end of April.

Requests outside this period will be granted provided nurses request such vacation, in writing, as soon as possible but not later than three (3) weeks prior to the posting of the next effective time sheet. A reply to such a request will be given, in writing, within two (2) weeks.

(c) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

H-5 Part-Time Only

Part-time nurses will receive their vacation pay in one lump sum during the month of May. Vacation pay will be paid on a separate cheque.

H-6 Full-time/part-time summer schedules shall be posted showing a minimum of twelve (12) weeks and will include time scheduled between Canada Day (July 1) and Labour Day, provided that requests for time off are submitted in writing prior to May 15th.

ARTICLE I - MISCELLANEOUS

I-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by a member of the Association executive and submitted to the Director of Human Resources, for approval prior to being posted and such approval shall not be unreasonably withheld.

I-2 In reference to Article 1 ■ ■ (c) - Prepaid Leave Plan, it is agreed that two (2) nurses (full-time and/or regular part-time) may be allowed absent at any one time.

I-3 Modified Work/WCB

A. The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WCB benefits) and nurses who are off on L.T.D..

B. Prior to any nurse returning to work on a modified/ light/alternate work program, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and members of the local executive to negotiate a back to work program for the nurse.

- C. The Employer agrees to supply the Union with a copy of the Workers' Compensation Board's Form #7 (Employer's Report of Accidental Injury or Industrial Disease) at least ~~twenty-four~~ (24) hours prior to it being sent to the Board. The Union shall be given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.

ARTICLE J - UNIFORMS

- J-1 The Hospital shall continue to provide laundered scrub dresses, laboratory coats and other special garments nurses are required to wear on duty in the O.R., and Recovery room. Where, however, circumstances warrant the discontinuation of any portion of this practice, the Hospital will provide six (6) weeks notice to the Association and will meet with the Association to discuss any changes prior to implementation.
- J-2 Nurses shall have the option to wear or not wear a nurse's cap on **duty**. The nurse must also wear identification of status.

ARTICLE K - JOB SHARING

- K- I Recognizing that some employees desire a more flexible working arrangement, than is currently provided for in the Collective Agreement, the parties agree to the following terms and conditions and scheduling regulations for Job-Sharing.
1. All such positions shall be considered full-time.
 2. Job sharers shall be treated as regular part-time employees for all purposes, with the exception of scheduling. Posted schedules for job sharing will be identical to the rotation for the full-time nurses they replace.
 3. The total number of employees allowed to job share will be up to a maximum of six (6) positions, (this number may be increased at any time by mutual consent of the parties) and the designation of such position will be at the sole discretion of the Hospital. Individuals who are presently working full-time and wish to make application to job share shall do so to the Director of Nursing. The applicant's portion of the position will not be posted but the remainder of the original position shall be posted as per the Central Collective Agreement.
 4. If more nurses in an area make application to job share in that area than is acceptable to the Director of Nursing, the decision of which jobs is (are) to be shared shall be based on seniority.
 5. The selection process for applicants to the posted position shall be in accordance with the Central Collective Agreement.
 6. If one of the job sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full-time, the shared position will become her position. If the

previously full-time employee declines the full-time position or if the remaining employee was previously part-time and there is no part-time position available on the same Unit, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

- 7. Job sharers will have the option of determining between themselves which portion of the rotation they will work, however, this determination must be made before the schedule is posted. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharer shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must conform with the Department of Nursing Policy and the appropriate documentation completed as per the Collective Agreement.
- 8. The job sharers shall have the option of exchanging shifts with other full or regular part-time nurses in accordance with the established Department of Nursing Policy and Collective Agreement.
- 9. Each job sharer is responsible for replacing his/her partner for any absence of less than fourteen (14) calendar days with the exception of extenuating circumstances.
- 10. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
- 11. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment. Job sharers can only be offered additional tours on their partner's scheduled days when no other regular part-time nurse is available.

Signed at Brampton, Ontario, this 10 day of Jan, 2000.

FOR THE HOSPITAL

Maween Dignan

FOR THE UNION

Masha Mazurk
 Labour Relations Officer
Joanne Mery
Bev Hanks
Kathy Gabe

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

ST. JOSEPH'S HOSPITAL, BRANTFORD

RE: Article 13 - Meal and Relief Periods

The parties agree that nurses will be provided meal and relief periods as per Article 13 at flexible times during the tour and such shall be scheduled at the nurses' professional judgement dictates.

Signed at Brantford, Ontario, this 10 day of Jan, 2000.

FOR THE HOSPITAL

Margaret Dignair

FOR THE UNION

Marsha Mazurk
Labour Relations Officer
Joanne Mery
Bee Hanks
Kathy Givens

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

ST. JOSEPH'S HOSPITAL, BRANTFORD

RE: Scheduling Committee

Should any master rotations require changes, the parties agree to set up a joint scheduling committee to provide new schedules for approval of the unit affected prior to any changes.

Signed at Brantford, Ontario, this 10 day of Jan, 2001.

FOR THE HOSPITAL

Margaret Dignan

FOR THE UNION

Masha Mazurk
Labour Relations Officer
Joanne King
Bee Hanks
Kathy Groves

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

ST. JOSEPH'S HOSPITAL, BRANTFORD

RE: Deletion of Article F-2 (k)

In exchange for the deletion of Article F-2 (k) (Permanent shifts) the Hospital agrees that the current practice of granting mutual exchanges as per Article F-2 (h) will continue providing any full-time nurse who works predominantly the night tour shall arrange to work at least two (2) day tours (Mon.-Fri.) of his/her schedule in the six (6) week rotation.

Signed at B., Ontario, this 10 day of Jan, 2000.

FOR THE HOSPITAL

Maurice Dugan

FOR THE UNION

Alasha Hazark
Labour Relations Officer
Joanne Meyer
Bee Hanks
Kathy Gaudet

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES ASSOCIATION

And:

ST. JOSEPH'S HOSPITAL, BRANTFORD

RE: Abuse/Harassment Policy

The Hospital agrees to meet with the Association to review the Hospital's current policy Abuse/Harassment and will offer inservices on this topic.

Signed at Brantford, Ontario, this 10 day of Jan, 2000.

FOR THE HOSPITAL

Maurice Dugan

FOR THE UNION

Marsha Mazurk
Labour Relations Officer
Joanne Mery
Bev Hanks
