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EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	940		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT

Between

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

- and -

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

Expiry Date: March 31, 1996

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the nurses covered by this Agreement: to provide for on-going means of communication between the Association and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Hospital to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE 2 - DEFINITIONS & GRADUATE NURSES

- 2.01 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act.
- 2.02 A graduate nurse is defined as a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. Where a nurse fails to complete such certification requirements, she or he will be terminated from the employ of the Hospital. Such termination shall not be subject matter of grievance or arbitration procedure. The foregoing does not apply to nurses employed prior to October 23, 1981, except those currently in the process of completing certification requirements who shall be required to complete such certification in accordance with the provisions of the existing collective agreement.
- 2.03 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13.
- 2.04 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 13 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses. The predetermined basis upon which the commitment to be available is made shall be determined in local negotiations.

APPENDIX 3**SALARY - FULL-TIME AND PART-TIME**Effective April 1, 1993REGISTERED NURSE

Start	17.10
After 1 Year	18.00
After 2 Years	18.75
After 3 Years	19.78
After 4 Years	20.80
After 5 Years	21.83
After 6 Years	23.11
After 7 Years	24.39
After 8 Years	25.67
After 9 Years	26.96

GRADUATE NURSE

Start	16.53
After 1 Year	17.37
After 2 Years	18.07
After 3 Years	19.01
After 4 Years	19.99
After 5 Years	20.95
After 6 Years	22.08
After 7 Years	23.22
After 8 Years	24.47
After 9 Years	25.69

Effective January 1, 1994EGI NURSE

Start	17.38
After 1 Year	18.28
After 2 Years	19.03
After 3 Years	20.06
After 4 Years	21.08
After 5 Years	22.11
After 6 Years	23.39
After 7 Years	24.67
After 8 Years	25.95
After 9 Years	27.24

GRADUATE NURSE

Start	16.80
After 1 Year	17.64
After 2 Years	18.34
After 3 Years	19.28
After 4 Years	20.26
After 5 Years	21.22
After 6 Years	22.34
After 7 Years	23.48
After 8 Years	24.73
After 9 Years	25.95

Effective January 1, 1995REGISTERED NURSE

Start	17.66
After 1 Year	18.56
After 2 Years	19.31
After 3 Years	20.34
After 4 Years	21.36
After 5 Years	22.39
After 6 Years	23.67
After 7 Years	24.95
After 8 Years	26.23
After 9 Years	27.52

GRADUATE NURSE

Start	17.07
After 1 Year	17.91
After 2 Years	18.61
After 3 Years	19.55
After 4 Years	20.53
After 5 Years	21.49
After 6 Years	22.61
After 7 Years	23.75
After 8 Years	25.00
After 9 Years	26.22

Effective January 1, 1996

REGISTERED NURSE

Start	17.94
After 1 Year	18.84
After 2 Years	19.59
After 3 Years	20.62
After 4 Years	21.64
After 5 Years	22.67
After 6 Years	23.95
After 7 Years	25.23
After 8 Years	26.51
After 9 Years	27.80

GRADUATE NURSE

Start	17.34
After 1 Year	18.18
After 2 Years	18.88
After 3 Years	19.82
After 4 Years	20.80
After 5 Years	21.75
After 6 Years	22.88
After 7 Years	24.02
After 8 Years	25.27
After 9 Years	26.49

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APPENDIX 3

OCCUPATIONAL HEALTH NURSE

FULL-TIME AND PART-TIME

Effective April 1, 1993

Start	18.21
After 1 Year	19.17
After 2 Years	19.97
After 3 Years	21.07
After 4 Years	22.15
After 5 Years	23.25
After 6 Years	24.62
After 7 Years	25.98
After 8 Years	27.35
After 9 Years	28.73

Effective January 1, 1994

Start	18.49
After 1 Year	19.45
After 2 Years	20.25
After 3 Years	21.35
After 4 Years	22.43
After 5 Years	23.53
After 6 Years	24.90
After 7 Years	26.26
After 8 Years	27.63
After 9 Years	29.01

Effective January 1, 1995

Start	18.77
After 1 Year	19.73
After 2 Years	20.53
After 3 Years	21.63
After 4 Years	22.71
After 5 Years	23.81
After 6 Years	25.18
After 7 Years	26.54
After 8 Years	27.91
After 9 Years	29.29

Effective January 1, 1996

Start	19.05
After 1 Year	20.01
After 2 Years	20.81
After 3 Years	21.91
After 4 Years	22.99
After 5 Years	24.09
After 6 Years	25.46
After 7 Years	26.82
After 8 Years	28.19
After 9 Years	29.57

APPENDIX 3PRIMARY CARE NURSES

(Oncology Service, Nephrology Services, Thromboembolism Service,
Transplant Service)

FULL-TIME AND PART-TIMEEffective April 1, 1993

Start	18.30
After 1 Year	19.20
After 2 Years	19.95
After 3 Years	20.98
After 4 Years	22.00
After 5 Years	23.03
After 6 Years	24.31
After 7 Years	25.59
After 8 Years	26.87
After 9 Years	28.16

Effective January 1, 1994

Start	18.58
After 1 Year	19.48
After 2 Years	20.23
After 3 Years	21.26
After 4 Years	22.28
After 5 Years	23.31
After 6 Years	24.59
After 7 Years	25.87
After 8 Years	27.15
After 9 Years	28.44

Effective January 1, 1995

Start	18.86
After 1 Year	19.76
After 2 Years	20.51
After 3 Years	21.54
After 4 Years	22.56
After 5 Years	23.59
After 6 Years	24.87
After 7 Years	26.15
After 8 Years	27.43
After 9 Years	28.72

Effective January 1, 1996

Start	19.14
After 1 Year	20.04
After 2 Years	20.79
After 3 Years	21.82
After 4 Years	22.84
After 5 Years	23.87
After 6 Years	25.15
After 7 Years	26.43
After 8 Years	27.71
After 9 Years	29.00

SUPERIOR BENEFITS

ARTICLE NUMBER

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- 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 her credit.
- 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.

ARTICLE A - RECOGNITION

A-1 (FT) The Hospital recognizes the Association as the sole Bargaining Agent for all lay Registered and Graduate Nurses employed by the Hospital, engaged in nursing care, save and except Head Nurses, persons above the rank of Head Nurse, and persons regularly employed for less than 37.5 hours per week.

A-2 (PT) The Hospital recognizes the Association as the sole Bargaining Agent for all lay Registered and Graduate nurses regularly employed by St. Joseph's Hospital, Hamilton for less than 37.5 hours per week in a nursing capacity at its Hospital in Hamilton, save and except Head Nurses and persons above the rank of Head Nurse.

Note: In reference to A-1 and A-2 Head Nurses are presently called Nurse Managers.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association 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 she has 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.

E-2 These rights shall not be exercised in a manner contrary to the provisions of this Agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

C-1 Nurse Representatives

There shall be twenty-seven (27) Representatives from twenty-seven (27) different areas of the Hospital as follows:

<u>Bishop Dowling Wing</u>	
ICU	1 Representative
Birthing/Antenatal Programs/ Obs/Gyn Fontbonne	1 Representative
Neonatal ICU	1 Representative
3 Obstetrics	1 Representative
CCU	1 Representative
CTU	1 Representative
Day Surgery and Endoscopy	1 Representative
 <u>Sister Mary Grace Wing</u>	
PAR	1 Representative
Operating Room	1 Representative
Paediatrics	1 Representative
MAU/AMU	1 Representative
4th Medical	1 Representative
5 Surgical East	1 Representative
5 Surgical West and TPN Nurse	1 Representative
6 Surgical East	1 Representative
7 Surgical East	1 Representative
7 Short Stay Unit	1 Representative
IV Team	1 Representative
CRU	1 Representative
 <u>Martha Wing</u>	
Continuing Care	1 Representative
 <u>Luke Wing</u>	
Emergency	1 Representative
Radiology/OPD/ Fracture Room	1 Representative
 <u>Community Health Centre</u>	
1 Representative	
 <u>Marion Wing</u>	
Hemodialysis	1 Representative
Peritoneal Dialysis, Home Hemodialysis	1 Representative

Psychiatry Services - (Liaison, 4 Psychiatry, EPT, Community Psychiatry Fontbonne)	1 Representative
Nephrology and Renal Transplant Unit	1 Representative

C-2 In addition to those representatives as listed in C-1, there shall be five (5) Part-time Nurse Representatives.

Note #1 A nurse employed in an area that has no Nurse Representative available may have the assistance of a Nurse Representative from another area.

Note #2 The number of Representatives and the areas in which they are recognized may be changed by mutual consent of the parties.

Note #3 In February and September of each year the Association shall supply the Hospital with an up-to-date listing of all Nurse Representatives and the areas they represent. In addition, the Association will advise the Hospital of any changes to this listing as they occur.

C-3 Grievance Committee

There shall be a Grievance Committee composed of not more than five (5) full-time nurses and two (2) part-time nurses.

C-4 Hospital Association Committee

There shall be a Hospital Association Committee composed of four (4) full-time nurses and two (2) part-time nurses of the Association and an equal number of Representatives from the Hospital to discuss matters of mutual interest and concern.

The Hospital Association 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-5 Certified Occupational Health and Safety Worker Representative

The Hospital shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act.

C-6 Negotiating Committee

There shall be a Negotiating Committee composed of not more than four (4) full-time nurses and two (2) part-time 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 Association's 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 Association of the seniority list as provided for in Article 10.02 shall be no later than January 15th and July 15th of each year.

ARTICLE E - LEAVE OF ABSENCE - ASSOCIATION 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 eighty-five (85) days for full-time nurses and twenty-five (25) working days for part-time nurses in any calendar year. Not more than five (5) full-time and three (3) part-time nurses shall be permitted to be absent at any one time, and provided that not more than one (1) full-time nurse and one (1) part-time nurse shall be from any one unit or area.

Requests for Association leave will be submitted two (2) weeks in advance of the request except in cases of emergency.

E-2 Leave of Absence - Local President

(a) Leave of absence days granted to the Local President shall not be counted by the Hospital against those days allocated to the Local under Article E-1 unless these days exceed seventy (70).

(b) Such leave of absence days will be granted in accordance with Article 11.02.

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 (12.02PT) and (12.03 and 12.11 FT).
- F-2 Full-Time Nurses who will not be reporting for duty due to illness shall give the following minimum 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 Full-Time Nurses returning to duty following a sick leave must so advise the Hospital not less than twelve (12) 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 prior to 0800 hours of the day they intend to return to work.

Should the staff member not notify the Hospital of her/his 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

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. Such exchange must meet the criteria as outlined in Appendix 6 "A" and must be approved by the Hospital, and shall not in any event result in additional cost to the Hospital.
- 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 her designate. Such meeting 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 her mealtime, additional time off shall be provided later in the tour.
- G-5 **When** a Full-time 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 There shall be a Request Book 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.
- G-7 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.
- G-8 (a) The present hours of staggered starting time will not be changed without discussion and agreement with the Association.

(b) Any introduction of a staggered starting time in any other area will be discussed with the Association and shall only, be introduced by mutual agreement between the Association and the Hospital.

- G-9 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-10 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-11
- (a) All nurses will receive at least four **(4)** or more, consecutive days off at Christmas or New Year's.
 - (b) Time off at Christmas shall include December 24th, December 25th, and December 26th and time off at New Year's shall include December 30th, December 31st, and January 1st.
 - (c) 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.
 - (d) 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.
 - (e) 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 Appendix 6 (B) (3);
 - 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.
 - (f) Scheduling of time off at Christmas or New Year's shall be given in accordance with Appendix 6 "B".

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 her/his 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, she 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 her 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, she/he 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.

H-4 For the purposes of payment as referred to in Article 13.01 (d), the unpaid meal period on the night tour shall be scheduled between 2300 - 0400 hours.

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) Appendix 5-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) Appendix 5-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

Nurses working the Extended Tour as listed below, shall be covered by the provisions of the Collective Agreement save and except as amended in Article I.

Areas working the Extended Tour are:

Emergency	3 OBS
Intensive Care Unit	CCU
Peritoneal Dialysis	CTU
Renal Transplant	PAR
Paediatrics	MAU
Birthng Unit/Antenatal	AMU
Neonatal ICU	CRU
5 Surgical East	4 Medical West
5 Surgical West	IV Team
6 Surgical East	Liaison
7 Surgical East	4 Psychiatry
7 Short Stay Unit	Nephrology
	Continuing Care
	Community Health
	Centre - Emergency

- I-3 In scheduling tour rotations of Full-Time nurses, the following shall apply:
- (a) When scheduling tour rotation changes, there shall be 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-4 Nurses shall not be scheduled to work more than three (3) consecutive tours. Should a nurse work more than three (3) consecutive tours, she 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-5 The Hospital shall schedule Full-Time Nurses every second weekend off. Should the nurse work the second weekend, she 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-6 Weekends shall commence no ~~later~~ than 1900 hours on Friday of any scheduled weekend off, except for where the 1500 hour to 2300 hour tour is scheduled.

I-7 For the purposes of payment as referred to in Article 13.01 (d) :

- (a) On the day (0700 hours - 1900 hours) shift, the fifteen (15) minute unpaid meal period shall be taken between 1500 hours and 1900 hours and the thirty (30) minute unpaid meal period shall be taken between 0700 and 1500 hours.

The paid time from 0700 hours to 1500 hours is 7.5 hours, from 1500 hours to 1900 hours is 3.75 hours.

- (b) On the night (1900 hours - 0700 hours) shift, the fifteen (15) minute unpaid meal period shall be taken between 1900 hours and 2300 hours and the thirty (30) minute unpaid meal period shall be taken between 2300 and 0400 hours.

The paid time from 1900 hours to 2300 hours is 3.75 hours, from 2300 hours to 0700 hours is 7.5 hours.

I-8 (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 1900 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 I-8 (c) shall not apply **for December** 30th.

- (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) 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-9 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, she 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.

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 as listed below shall be covered by the provisions of the Collective Agreement save and except as amended in Article K. Areas working the ten (10) hour- tour are:

Hemodialysis
DSU

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, she 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.

J-4 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, she 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-5 Weekends shall commence no later than 2330 hours on Friday of any scheduled weekend off.

J-6 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.
- (b) Nurses on the ten (10) hour tour whose start time commences after 1200 hours shall be entitled to a thirty (30) minute unpaid meal period within the first four (4) hours of the tour.
- (c) Nurses on the ten (10) hour tour whose start time commences at 0730 hours up to and including 1200 hours shall be entitled to a thirty (30) minute unpaid meal period prior to 1500 hours and seven and one-half (7½) minute unpaid meal period after 1500 hours.

- (d) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.
- (e) Time off at Christmas and New Year's shall be deemed to commence at 0730 hours December 24th to 0730 hours on December 27th and 1730 hours on December 30th to 0730 on January 2nd. Should a nurse request to work the evening or night tour on December 30th, Article J-6 (e) (i) shall not apply for December 30th.
 - i) 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.
- (f) 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-7 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-8 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:
 - i) available for two (2) shifts of duty; and
 - ii) available for three (3) tours of duty per week except for the extended tour which shall be two (2) tours of duty per week; and
 - iii) available for one (1) weekend in three (3).

- (b) The provisions in K-1 (a) iii) 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.

ARTICLE L - PAID HOLIDAYS

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

New Year's Day - Jan. 1st	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2nd Monday in November
Victoria Day	Christmas Day - Dec. 25th
Canada Day - July 1st	Boxing Day - Dec. 26th

Full-Time

L-2 When a nurse is entitled to a lieu day as provided for in Article 15, the day will be scheduled at a mutually agreeable time within thirty (30) days prior to or following the day of the holiday.

L-3 Nurses may request a lieu day on the evening or night tour or 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.

Part-Time

L-4 (a) All Part-Time nurses will be required to be available for at least three (3) recognized Holidays.

(b) In addition to L-4 (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 tours, she 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 two (2) week period where Christmas and New Years fall. Requests for vacation during the two (2) week period over Christmas and New Years will be considered on an individual basis, unless in an area or unit approved for vacation by the Hospital.

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.

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. 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) A nurse may ~~request individual vacation days~~ in the Request Book other than the request as indicated on the preference sheet referred to

above. Such request shall not exceed two (2) weeks in total of the nurse's entitlement.

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

For part-time staff, two (2) weeks shall mean 45 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.

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 10.06.

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 her 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 her 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 separate cheque to Part-Time nurses 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 Association 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 her/his wish to have her/his position be a job sharing position,

without having her/his 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.

N-2 (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 Association or her 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 Association. 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, the vacancy shall be posted in accordance with Article 10.05 of the Part-Time Collective Agreement, as a job sharing vacancy, and it shall not be considered to be a subsequent 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, she will remain in her Part-Time status and the position will be posted as a Full-Time vacancy under the Full-Time Collective Agreement Article 10.05 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 (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 her **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 Association 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.

ARTICLE O - WORKERS' COMPENSATION AND MODIFIED WORK

- 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 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- O-3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

APPENDIX 6

(A) PROCEDURE FOR EXCHANGING TOURS

The procedure for exchanging tours as provided for in Appendix 5 G-2, shall be as follows:

- i) All exchanges must be approved by the Nurse Manager or delegate.
- ii) Interchange forms will be available on the Unit.
- iii) Staff are not to work beyond:
 - 1. seven (7) consecutive 7.5 hour tours
 - 2. three (3) consecutive 11.25 hour tours
 - 3. four (4) consecutive 9.375 hour tours
 for the purpose of permitting an exchange.
- iv) A maximum of two tour exchanges may be granted prior to, or immediately following vacation.
- v) The nurses exchanging must have comparable experience and expertise.
- vi) Exchanges will be recorded on the rotation by the Nurse Manager or delegate.
- vii) Failure to honour a commitment made for an exchange will be handled by the Nurse Manager or delegate.

(B) S PROTOCOL FOR HR

- B-1 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.
- B-2 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.
- B-3 In the case of a dispute, seniority shall be the deciding factor.
- B-4 Nurses hired after October 15th of each year shall be assigned their Christmas or New Year's time off by their Nurse Manager.

L29

LETTER OF UNDERSTANDING

BETWEEN

ST. JOSEPH'S HOSPITAL - HAMILTON

AND

ONTARIO NURSES' ASSOCIATION

The Hospital will continue to address the Association's concerns regarding itemization of pay statements to include the following:

Wages, overtime, paid holidays, shift differential, weekend premium, stand-by pay, premium pay, responsibility pay, CN/TL pay, illness, vacation, retroactivity, and wherever possible an explanation of adjustments.

Signed at Hamilton, Ontario this 12th day of December, 1995.

FOR THE HOSPITAL

Dean Olson

Susan Jacobs

Janet [unclear]

Wynne [unclear]

[unclear]

FOR THE ASSOCIATION

Marsha Hazwick

Linda [unclear]

Nancy [unclear]

Carolyn [unclear]

[unclear]

Cheri Edwards

[unclear]

[unclear]

Ingrid [unclear]

L30

LETTER OF UNDERSTANDING

BETWEEN

ST. JOSEPH'S HOSPITAL - HAMILTON

AND

ONTARIO NURSES' ASSOCIATION

If the nurses on any unit unanimously wish to try an alternative scheduling arrangement for the Christmas/New Year's period, then the Association and the Hospital agree to meet with the nurses to review and outline the alternative scheduling arrangement.

Such arrangement shall only proceed on a trial basis with the agreement of the Association and unanimous agreement of the nurses to the alternative scheduling arrangement.

Signed at Hamilton, Ontario this 12th day of November, 1995.

FOR THE HOSPITAL

Alex Olson
Susan Jakobson
Jane Walsh
Winnie Dy
R. W. [Signature]

FOR THE ASSOCIATION

Marsha Hazwick
Linda Hodson-Stoud
Donna Bain
Carolyn Duke
Cheri Edwards
[Signature]
Grace Smith
Ingrid A. Pove

L31

LETTER OF UNDERSTANDING

BETWEEN

ST. JOSEPH'S HOSPITAL - HAMILTON

AND

ONTARIO NURSES' ASSOCIATION

The Association 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.

Signed at Hamilton, Ontario this 12th day of December, 1995.

FOR THE HOSPITAL

Susan Olson
Susan Tolosa
Jane Hudson
Winnie D.
R. W. [Signature]

FOR THE ASSOCIATION

Marsha Mazurk
Linda Holmstead
Norma Bair
Carolyn Huber
Cheri Edwards
[Signature]
Debra Smith
Ingrid A. Rose

APPENDIX 6
ONA PROFESSIONAL RESPONSIBILITY COMPLAINT FORM

NOTIFICATION OF IMPROPER WORK ASSIGNMENT

DATE/TIME OF OCCURRENCE _____ DATE TO EMPLOYER _____

AGENCY _____ WARD _____ SHIFT _____

TYPE OF CARE _____ BED CAPACITY _____ PATIENTS (#) _____

STAFFING _____ USUAL STAFFING _____

I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

To correct this problem, I/we recommend:

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED

DATE/TIME OF NOTIFICATION

RESPONSE / ACTION

Signature of Complainant(s):
