

SOURCE	O. N. A.		
EFF.	2001	04	01
TERM.	2004	03	31
No. OF EMPLOYEES	910		
NOMBRE D'EMPLOYÉS	910		

**LOCAL PROVISIONS**

Between

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

And

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

**FULL-TIME & PART-TIME**

Expiry Date: March 31, 2004

**RECEIVED**  
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## APPENDIX 3

**SALARY - FULL-TIME AND PART-TIME****REGISTERED NURSE****Effective Date: April 1, 2001**

Start	21.12
1 Year	21.95
2 Years	23.10
3 Years	24.25
4 Years	25.40
5 Years	26.83
6 Years	28.26
7 Years	29.71
8 Years	31.45

**GRADUATE NURSE****Effective Date: April 1, 2001**

Start	20.10
1 Year	20.88
2 Years	21.94
3 Years	23.04
4 Years	24.11
5 Years	25.38
6 Years	26.65
7 Years	28.05
8 Years	29.71

**REGISTERED NURSE****Effective Date: April 1, 2002**

Start	21.75
1 Year	22.61
2 Years	23.80
3 Years	24.97
4 Years	26.16
5 Years	27.64
6 Years	29.11
7 Years	30.60
8 Years	32.71

**GRADUATE NURSE****Effective Date: April 1, 2002**

Start	20.70
1 Year	21.51
2 Years	22.60
3 Years	23.73
4 Years	24.83
5 Years	26.14
6 Years	27.45
7 Years	28.89
8 Years	30.90

**REGISTERED NURSE****Effective Date: April 1, 2003**

Start	22.44
1 Year	23.33
2 Years	24.56
3 Years	25.77
4 Years	27.00
5 Years	28.52
6 Years	30.04
7 Years	31.58
8 Years	33.75

**GRADUATE NURSE****Effective Date: April 1, 2003**

Start	21.36
1 Year	22.16
2 Years	23.32
3 Years	24.49
4 Years	25.63
5 Years	26.98
6 Years	28.33
7 Years	29.81
8 Years	31.89

**APPENDIX 3****SALARY - FULL-TIME AND PART-TIME****OCCUPATIONAL HEALTH NURSE****Effective Date: April 1, 2001**

Start	22.50
1 Year	23.39
2 Years	24.63
3 Years	25.85
4 Years	27.08
5 Years	28.60
6 Years	30.14
7 Years	31.66
8 Years	33.52

**Effective Date: April 1, 2002**

Start	23.18
1 Year	24.09
2 Years	25.37
3 Years	26.63
4 Years	27.89
5 Years	29.46
6 Years	31.04
7 Years	32.61
8 Years	34.86

**Effective Date: April 1, 2003**

Start	23.92
1 Year	24.86
2 Years	26.18
3 Years	27.48
4 Years	28.78
5 Years	30.40
6 Years	32.03
7 Years	33.65
8 Years	35.98

**APPENDIX 3****SALARY- FULL-TIME AND PART-TIME****PRIMARY CARE NURSE****Effective Date: April 1, 2001**

Start	22.45
1 Year	23.29
2 Years	24.45
3 Years	25.59
4 Years	26.74
5 Years	28.18
6 Years	29.61
7 Years	31.05
8 Years	32.81

**Effective Date: April 1, 2002**

<b>Start</b>	<b>23.12</b>
1 Year	23.99
2 Years	25.18
3 Years	26.36
4 Years	27.54
5 Years	29.03
6 Years	30.50
7 Years	31.98
8 Years	34.12

**Effective Date: April 1 2003**

Start	23.86
1 Year	24.76
2 Years	25.99
3 Years	27.20
4 Years	28.42
5 Years	29.96
6 Years	31.48
7 Years	33.00
8 Years	35.21

**NURSE CLINICIAN****Effective Date: April 1, 2001**

Start	22.45
1 Year	23.29
2 Years	24.45
3 Years	25.59
4 Years	26.74
5 Years	28.18
6 Years	29.61
7 Years	31.05
8 Years	32.81

**Effective Date: April 1, 2002**

Start	23.12
1 Year	23.99
2 Years	25.18
3 Years	26.36
4 Years	27.54
5 Years	29.03
6 Years	30.50
7 Years	31.98
8 Years	34.12

**Effective Date: April 1, 2003**

Start	23.86
1 Year	24.76
2 Years	25.99
3 Years	27.20
4 Years	28.42
5 Years	29.96
6 Years	31.48
7 Years	33.00
8 Years	35.21

**APPENDIX 4****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.

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 her 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) fog-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 and, pending further agreement by the parties or determination by the Board, excluding as well, Nurse Practitioners, Clinical Nurse Specialists and Nurse Educators.

**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 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.
- B-2 These rights shall not be exercised in a manner consistent with the provisions of the Collective Agreement.

**ARTICLE C - REPRESENTATION AND COMMITTEES****C-1        Nurse Representatives**

There shall be thirty-six (36) Representatives **from** thirty-six (36) different areas of the Hospital as follows:

**Bishop Dowling Wing**

ICU	1 Representative
Birthing/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

**Sister Maw Grace Wing**

PAR	1 Representative
Operating Room-	1 Representative
Paediatrics	1 Representative
MAU	1 Representative
4 Geriatrics	1 Representative
2 Urology/Gynaecology	1 Representative
5 Chest and TPN Nurse	1 Representative
6 Surgical	1 Representative
7 Musculoskeletal	1 Representative
IV Team	1 Representative
Cardiology Unit	1 Representative
Rehab	1 Representative

**Martha Wing**

Continuing Care	1 Representative
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**Luke Wing**

Emergency	1 Representative
Radiology/OPD/ Fracture Room	1 Representative

**Centre for Ambulatory Health  
Services (CAHS)**

1 Representative
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Marion Wing

Hemodialysis	1 Representative
Peritoneal Dialysis, Home Hemodialysis	1 Representative
Psychiatry Services Liaison/4 Psychiatry	1 Representative
EPT/Community Fontbonne	1 Representative
Nephrology and Renal Transplant Unit	1 Representative

Centre for Mountain Health Services (CMHS)

G1 - Schizophrenia Assessment and Treatment	1 Representative
G2/AB1 - Community Liaison/Acquired Brain Injury	1 Representative
H2 - Forensics	1 Representative
D1 - Mood Disorders	1 Representative
B2 - Schizophrenia Psychosocial Rehabilitation	1 Representative
A1 - Geriatric Psychiatry	1 Representative
- Community	1 Representative
D2 -Schizophrenia Intensive Treatment	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 Union shall supply the Hospital with an up-to-date listing of all Nurse Representatives and the areas they represent. In addition, the Union 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 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-4 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-5 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-6 Certified Occupational Health and Safety Worker Representative

C-7 Negotiating Committee

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

C-8 The interview of a newly hired nurse(s) as provided for in Article 5.06 will take place within each orientation period.

C-9 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 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 two (2) nurses shall be from any one unit or area.

Requests for Union 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) 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 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 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.

All exchanges must be approved by the Nurse Manager or delegate. Such exchanges will not be unreasonably denied if they meet operational requirements.

- 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 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 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 on each unit may be utilized by Full-time and part-time nurses for any schedule requests.
- G-7** (a) 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**.
- (b) 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.

- (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.

**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) For a nurse required to work the Christmas or New Year's period, the Hospital will endeavour not to schedule her on all three of the following tours: December 24, 25, 26 or December 30, 31, January 1.

(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) 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.

(g) 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 (weekend as defined below), 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, and will continue until the commencement of Monday day shift.

NOTE: A nurse working overtime in conjunction with her 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 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	<b>3 OBS</b>
Intensive Care Unit	CCU
Renal Transplant	CTU
Paediatrics	PAR
Birthing Unit	MAU
Neonatal ICU	CRU
5 Urology	4 Geriatrics
5 Chest	IV Team
6 Surgical East	Liaison
7 Surgical East	4 Psychiatry
7 Musculoskeletal	Continuing Care
Centre for Ambulatory Health Services -Urgent Care	
G-1	Schizophrenia Assessment and Treatment
G-2	Community Liaison
H-2	Forensics
D-1	Mood Disorders
D-2	Schizophrenia Intensive Treatment
B-2	Schizophrenia Psychosocial Rehabilitation
A-1	Geriatric Psychiatry
AB1	Acquired Brain Injury

- 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 (weekend as defined in Article I-6), 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 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 her 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-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  
 Peritoneal Dialysis  
 Progressive Care  
 Transplant Coordinators

- 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 (weekend as defined in Article **J-5**), 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 and will continue until the commencement of the Monday day shift.
- NOTE: A nurse working overtime in conjunction with her 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-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 for tours of 7.5 hours available for two (2) tours duty per week for tours of 11.25 hours or 9.375 hours;
  - 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 - January 1st	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2nd Monday in November
Victoria Day	Christmas Day – December 25th
Canada Day - July 1st	Boxing Day – December 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 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-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 7.5 hour 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. 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.

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 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 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 shall exercise her 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 10.06 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 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' Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

**ARTICLE P - NURSE ASSAULT**

- P-1 (a) The Hospital, with the nurse's consent, will inform the Union within three (3) working days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Union as soon as possible.
- (b) 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 being assaulted while performing her work.

**ARTICLE Q - MISCELLANEOUS**

- Q-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 job postings.

**Pre-Paid Leave Plan**

- Q-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.

- Q-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.

- Q-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.

**Q-5** The Hospital will notify any unsuccessful applicants for ONA job postings in writing in a timely manner, with a copy to the Local Bargaining Unit President. This will also include notice if the position is rescinded.

**Q-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.

**Q-7** The Hospital has confirmed there are no nurses (as of September 19, 2001) at CMHS currently seconded as provided for in Article 11.12.

Dated at Hamilton, Ontario, this 30 day of April, 2003.

FOR THE EMPLOYER

[Signature]

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FOR THE UNION

[Signature]  
Labour Relations Officer

[Signature]

[Signature]

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LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTHCARE - HAMILTON

And:

ONTARIO NURSES' ASSOCIATION

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 80% of either group so indicate by secret ballot. All scheduling regulations will be adhered to except Appendix 6, A3 if necessary. 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 50% of either the full-time and/or 50% 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.

(Note: for the 2001 year, voting, if any, will take place by October 22, 2001).

Dated at Hamilton, Ontario, this 30 day of April, 2003.

FOR THE EMPLOYER

[Signature]  
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[Signature]  
[Signature]

FOR THE UNION

[Signature]  
Labour Relations Officer  
[Signature], Reg N  
[Signature]  
[Signature]  
[Signature]  
and [Signature]  
Ken [Signature]  
Paul [Signature]  
Shelia [Signature]

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTHCARE - HAMILTON

And:

ONTARIO NURSES ASSOCIATION

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.

Dated at Hamilton, Ontario, this 30 day of April, 2003.

FOR THE EMPLOYER

[Signature]  
[Signature]  
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[Signature] N.M.  
[Signature]

FOR THE UNION

[Signature]  
Labour Relations Officer  
[Signature], Reg N  
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## LETTER OF UNDERSTANDING

### Between:

ST. JOSEPH'S HEALTHCARE • HAMILTON

### And:

ONTARIO NURSES' ASSOCIATION

### 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 reasonable 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 a nurse is called in to work for a 4 hour tour with less than 24 hours' notice, then the provisions of the Collective Agreement shall apply and the nurse shall be paid time and one-half for all hours worked.
10. 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.

Dated at Hamilton, Ontario, this 30 day of April, 2003.

FOR THE EMPLOYER

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FOR THE UNION

[Signature]  
Labour Relations Officer  
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## LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTHCARE - HAMILTON

And:

ONTARIO NURSES' ASSOCIATION

### **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 45 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 45 hours of **salary** per month referred to above.

In addition, ninety (90) additional hours leave of absence with pay annually will be available to the President between April 1, 2001 and March 31, 2004 to deal with issues, that pertain to the Hospital. It is agreed that these additional hours will be re-evaluated by the **parties**, prior to March 31, 2004 to ascertain whether a continuance of these hours is required.

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.

Dated at Hamilton, Ontario, this 30 day of April, 2003.

FOR THE EMPLOYER

W B Conell

D. Bennett

K. J. Dew

J. H. Deering N.M.

[Signature]

FOR THE UNION

[Signature]  
Labour Relations Officer

Linda Hodem-Stoud, Reg N

Donna Ben-Regu

Carolyn Deber

Anna Gutbro Regu

Ken Far

Paul

Shirley Kaporsy

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTHCARE- HAMILTON

And:

ONTARIO NURSES' ASSOCIATION

Re: Part-time Benefits

The parties agree with the principle of implementation of part-time benefits under Article 17 of the central Collective Agreement. The parties will meet by June 28, 2002 to discuss the issues related to implementation including:

- interest of the part-time nurses
- payment process
- costs of including in the current rate group or a separate rate group
- any other issues related to implementation
- **scope** of benefits
- participation rates

The Committee's goal will be to implement an agreed plan by January 1, 2003.

Dated at HAMILTON, Ontario, this 30 day of April, 2003.

FOR THE EMPLOYER

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FOR THE UNION

[Signature]  
Labour Relations Officer

[Signature], Reg N

[Signature]

[Signature]  
Anna [Signature] Reg N

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTHCARE - HAMILTON

And:

ONTARIO NURSES' ASSOCIATION

**Re: Prime Time Vacation**

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.

Dated at Hamilton, Ontario, this 30 day of April, 2003.

FOR THE EMPLOYER

[Signature]

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[Signature]

[Signature] N.A.

[Signature]

FOR THE UNION

[Signature]  
Labour Relations Officer

[Signature], Reg N

[Signature]

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LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTHCARE - HAMILTON

And:

ONTARIO NURSES' ASSOCIATION

**Re: Payroll Procedures**

St. Joseph's Healthcare agrees to establish procedures to deal with errors in nurses' pay.

St. Joseph's Healthcare further agrees to provide to the Union a copy of the procedures established.

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

Dated at Hamilton, Ontario, this 30 day of April, 2003.

FOR THE EMPLOYER

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\_\_\_\_\_  
 Labour Relations Officer

\_\_\_\_\_  
*Linda Hodson-Stoud, Reg N*

\_\_\_\_\_  
*Hanna Baird*

\_\_\_\_\_  
*Carolyn Huber*

\_\_\_\_\_  
*Anna Ruthsberg*

\_\_\_\_\_  
*Kenja*

\_\_\_\_\_  
*Paula*

\_\_\_\_\_  
*Shela Kayong*

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTHCARE - HAMILTON

And:

ONTARIO NURSES' ASSOCIATION

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.

Dated at Hamilton Ontario, this 30 day of April, 2003.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]

Labour Relations Officer

[Signature], Reg. N

[Signature]

[Signature]  
anna [Signature]

Ken [Signature]  
Paul [Signature]

Shruti Kapor [Signature]

## LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTHCARE - HAMILTON

And:

ONTARIO NURSES' ASSOCIATION

Re: Vacation Entitlement

Whereas the principle is to provide a transition for CMHS Nurses to change over to the present vacation system of St. Joseph's Healthcare, the following statements will apply:

- All new Full time Registered Nurses hired on or after April 20, 2001 will commence with the present St. Joseph's system for vacation entitlement.
- The Hospital will identify to the CHMS Nurses their vacation entitlement accrual from December 1, 2000 to April 30, 2001. The Hospital will identify the projected vacation entitlement from May 1, 2001- April 30, 2003. These amounts will then be projected paid vacation time for these nurses to take up to April 30, 2004.
- For the May 2001-April 2002 vacation year, Nurses will be entitled to take up their vacation entitlement. Payment for these hours (if any) could include:
  - Earned vacation from December 1, 2000-April 30, 2001
  - Borrowing up to two (2) weeks from their entitlement accrual May 2001-April 2002 (which would normally be taken commencing April 2002)
  - Taking unpaid time up to their 2001-2002 vacation entitlement
  - Banking stat holidays to take during their vacation (except for Christmas Day, Boxing Day and New Year's stats)
  - Banking lieu time/overtime/stat holiday lieu time, including time accrued under the management board agreement.
- For the May 2002-April 2003 vacation year, Nurses will be entitled to take up to their 2002-2003 vacation entitlement. Payment for these hours will include any earned vacation and other flexible arrangements as outlined above including borrowing up to two (2) weeks from their entitlement accrual from their May 2002-April 2003 which would normally be taken commencing May 2003. They may also take unpaid time up to their 2002-2003 vacation

entitlement.

- Nurses will meet with their Nurse Manager to determine their vacation allotment and plan with their Nurse Manager their scheduling and payment for time off during this transition period.
- For the 2001 calendar year, Nurses will be scheduled for their prebooked vacation as already determined. Nurses may withdraw their request for this time off, after reviewing their vacation entitlement for the upcoming two (2) year period.
- For the period January 2002-April 2002, sign up will take place in September 2001 and approval will be in accordance with the Management Board Agreement for this time period only.
- For the period May 2002-April 2003, and onward, sign up will be in accordance with the provisions of the ONA collective agreement.
- Vacation entitlement will be based on the present practice under the ONA collective agreement.
- Individual circumstances will be considered.

Dated at Hamilton, Ontario, this 30 day of April 2003.

For the Employer

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Union

[Signature]  
 Labour Relations Officer  
[Signature], Reg N  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**LETTER OF INTENT**

Between:

**ST. JOSEPH'S HEALTHCARE – HAMILTON**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Travel and Meal Allowance

The Employer agrees to reimburse a Registered Nurse at the rate of thirty-two (32¢) cents per kilometre, upon receipt of the appropriate travel expense form, when using her 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 up to seven dollars and fifty cents (\$7.50) (including gratuities) upon submission of an acceptable receipt in support of this expense claim.

Dated at Hamilton, Ontario, this 30 day of April 2003.

FOR THE EMPLOYER

FOR THE UNION

[Signature]  
[Signature]  
[Signature]  
[Signature]  
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[Signature]  
 Labour Relations Officer  
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APPENDIX 7

SCHEDULING PROTOCOL FOR CHRISTMAS AND NEW YEAR'S

- A-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 (2<sup>nd</sup>) Monday of September of each year.
- A-2 Nurses shall indicate their preference for either Christmas or New Year's time off by the second (2<sup>nd</sup>) Tuesday of October by 1500 hours of each year.
- A-3 In the case of a dispute, seniority shall be the deciding factor.
- A-4 Nurses hired after October 15<sup>th</sup> of each year shall be assigned their Christmas or New Year's time off by their Nurse Manager.