

APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

ARTICLE A - RECOGNITION AND DEFINITIONS

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

ARTICLE B - MANAGEMENT FUNCTIONS

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

ARTICLE C - REPRESENTATION AND COMMITTEES

C-1 Nurse Representatives

There shall be five (5) full-time and two (2) part-time nurse representatives,

C-2 Grievance Committee

There shall be a grievance committee of three (3) nurses.

C-3 Negotiating Committee

There shall be a negotiating committee composed of not more than four (4) nurses, one (1) of whom may be a part-time nurse.

C-4 Hospital-Association Committee

The composition of the said committee shall consist of three (3) nurses to represent both full and part-time nurses who shall be appointed to act on behalf of the local

Association. The number of Hospital representatives on the committee shall not **exceed** the number of Association representatives.

C-5 Association Interview

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

ARTICLE D - SENIORITY LIST

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

ARTICLE E - LEAVE FOR ASSOCIATION BUSINESS

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

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

ARTICLE F - HOURS OF WORK - SCHEDULING - FULL TIME

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

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

F-2

Scheduling Objectives

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

- (a) a nurse will be scheduled off **for** at least every second (2nd) weekend;
- (b) **there shall** be no **split shifts** except by mutual agreement;
- (c) a nurse will be scheduled off **work** for not **less** than **five (5)** consecutive days at either **Christmas** or **New Year's** seasons on an **annual** rotating basis **except in areas** which are **not normally required to work on weekends** and **statutory holidays** and the **scheduling objectives** will not **operate** during **the period** December 15 to **January 10**. Time off at **Christmas** shall include December 24, 25 and 26, and time off at **New Year's** shall include December 31st and January 1st. The **Hospital** will **post that** schedule **six (6) weeks** in advance;
- (d) **nurses will not be scheduled to work** more than **seven (7)** consecutive **days**;
- (e) at **least three (3)** full **shifts** will be **scheduled off** between **tour changes**;
- (f) a minimum of **split days** off may be **scheduled in rotation**;
- (g) **schedules will be posted two (2) weeks** in advance **for a six (6) week period**;
- (h) **requests for changes in posted time schedules must** be submitted in **writing and co-signed by a nurse willing to exchange days off or tours**. **Such change in tour initiated by the nurse and approved by the Hospital shall** not result in any **overtime payment** to either nurse. **Mutual exchanges will be requested and responded to in a timely manner**. Charge nurses may **approve such requests in absence of management**. The **Hospital** will make **every reasonable attempt to grant such request**.
- (i) **nurses shall not be required to change tours** more than **once** during a **work week**;
- (j) **the Hospital will provide proportionately equal** distribution of **on call duty**. **Exchanges of on call duty shall be in writing co-signed by both nurses and submitted to the Head Nurse prior to the scheduled on call period**.
- (k) **Nurses will have the option to choose to work days and evenings or days and nights according to seniority and as far as practicable**.

F-3

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

F-4

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

Availability/Scheduling - Part-Time

F-5 Availability - Regular Part-Time

- A. The **regular** part-time nurse must **be** available for **work** at least:
- (a) two (2) **days per week**; (tour = 7.5 hours);
 - (b) two (2) **weekends** in six (6);
 - (c) either December 24, 25, 26, or **the** following **December** 31 and January 1. Time off shall be **in** accordance with F-3(c) and **will be** on **an annual** rotating basis.
 - (d) **three (3)** recognized **holidays** during **the year** (**other** than Christmas Day, Boxing Day or New Year's Day);
 - (e) ten (10) **months** of the **year** which **must include** December and a total of **four (4) weeks** during **July** and **August** and **five (5) weeks** if required for **the efficient** operation of the **Hospital**.
- Should a **regular** part-time **nurse** fail to fulfil **this** commitment without just **cause** her status **will be** changed to **that** of a casual part-time nurse.
- (f) every other **weekend** during **July** and **August** for **prescheduling purposes only**; subject to **the regular part-time nurses** rights in F-5-A(e) above.

F-5 Casual Part-time

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

F-6 Scheduling - Part-Time Only

- (a) Schedules for regular part-time nurses assigned to **specific** units will be **posted** two (2) **weeks** in advance for a **six (6) week** period.
- (b) Regular part-time nurses shall be **pre-scheduled on an** equitable basis.
- (c) All additional tours **that** become available **after the posted schedule** shall **first** be offered to **the regular** part-time **nurses on the basis** of seniority, in the **specific units** so assigned **prior** to being offered to casual **part-time** nurses.

- (d) **However**, it is understood that any extended vacancies that arise after **the posted** time for **the duration of that** schedule will be **as** evenly distributed **as possible to the regular** part-time **nurses** in that unit.
- (e) When **regular** part-time **nurses** are cancelled and the **same** hours of **work** or **the majority of the same** hours of **work** become available, the **cancelled regular** part-time **nurses shall be** offered **the** hours of **work** according to seniority. If **the** nurses are **no longer** available or unable to **accept** these **hours**, such hours shall **be offered to** regular part-time nurses **as above**.
- (f) A nurse will **be scheduled off work** for not **less than five (5)** consecutive **days at either Christmas or New Year's season** except in areas **which are** not normally required to **work on weekends and** statutory holidays and the scheduling objectives will not **operate** during the **period** December 15 to January 10. Time off **at Christmas** shall include December 24, 25, 26 and time off **at New year's** shall include December 31 and January 1. **The Hospital will post that schedule six (6) weeks** in advance.

F-7 Weekends

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

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

F-9 Shift Premium

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

F-10 Weekend Premium

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

F-11 Extended Tours

- (1) Extended tours shall be introduced into any unit **when**:
 - i) **eighty percent (80%) of the nurses in** the unit so **indicate by** secret ballot; and
 - ii) the **Hospital agrees** to implement the compressed **work week**, such agreement shall not be withheld in an unreasonable arbitrary manner.

- i) fifty percent (50%) of the **nurses** in the **unit** so indicate by secret ballot; or
 - ii) **the Hospital** because of:
 - (a) **adverse effects** on patient **care**;
 - (b) inability to provide **a workable** staffing **schedule**;
 - (c) **where the** Hospital **wishes to** do so for other reasons which are neither unreasonable nor arbitrary states its **intention** to discontinue **the compressed work week in the schedule**.
- (3) When notice of discontinuation is **given** by either **party in accordance with paragraph (2) above**, then;
- i) the **parties** shall **meet** within **two (2) weeks of the giving of** notice to **review the request for** discontinuation, and
 - ii) **where it is determined that the compressed work week will be discontinued**, affected nurses shall be **given sixty (60) days' notice** before **the schedules are so** amended.
- (4) **Scheduling**
- (a) **every second weekend** off will be scheduled;
 - (b) not more than **three (3) consecutive days of work** will be scheduled;
 - (c) each **nurse** will have **five (5) consecutive** days off at either **Christmas or New Year's**. Christmas shall include December 24, 25 and 26, and New Year's December 31 and January 1.
- (5) **Vacation - Scheduling - Full-Time Only**

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

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

ARTICLE G - PAID HOLIDAYS

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

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

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

G-3 Full-Time Only

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

G-4 Full-Time Only

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

G-5 Part-Time Only

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

ARTICLE H - VACATIONS

H-1 Full-Time Only

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

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

(b) The **weekend** either **at the beginning or at the conclusion of** vacation shall be **scheduled off**. **In** addition, a nurse may **request** the **adjacent weekend which was not scheduled off** as leave of absence without pay. Such request shall not be **unreasonably withheld**. **The nurse** shall receive a reply to such request within seven (7) calendar days **of submitting the request**. Nurses requesting vacation **time during July and August** in conjunction with their normally

- (c) Requests for **summer** vacation **are to be** submitted to the Unit **Manager**, in writing, by the **end** of March **and** posted by **the** Hospital by **the end of April**, Requests outside this **period** will **be** granted on a first come first served basis **provided** the nurse requests such **vacation**, **in** writing, four (4) weeks in **advance** of the **posting of the next** effective time sheet. **A reply to such a request will be** given, in writing, within **two weeks**.
- (d) The **present** practice of scheduling two (2) nurses to be off on vacation at the **same** time from any one unit **shall** continue **except** in O.P.D., **Rehab** and Recovery Room and **Day** Surgery.
- (e) Prior to leaving on vacation, nurses shall **be** notified of the **date** and time on which **to report for work** following vacation.

H-2 Full-Time Only

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

H-3 Part-Time Only

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

H-4 Part-Time Only

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

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

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

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

H-5 Part-Time Only

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

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

ARTICLE I - MISCELLANEOUS

- I-1 **The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. All such notices must be signed by a member of the Association executive and submitted to the Director of Human Resources, for approval prior to being posted and such approval shall not be unreasonably withheld.**
- I-2 **In reference to Article 11.11(c) - Prepaid Leave Plan, it is agreed that two (2) nurses (full-time and/or regular part-time) may be allowed absent at any one time.**
- I-3 Modified Work/WCB
- A. **The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WCB benefits) and nurses who are off on L.T.D..**
- B. **Prior to any nurse returning to work on a modified light/alternate work program, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and members of the local executive to negotiate a back to work program for the nurse.**
- C. **The Employer agrees to supply the Union with a copy of the Workers' Compensation Board's Form #7 (Employer's Report of Accidental Injury or Industrial Disease) at least twenty-four (24) hours prior to it being sent to the Board. The Union shall be given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.**

ARTICLE J - UNIFORMS

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

ARTICLE K - JOB SHARING

- K-1 **Recognizing that some employees desire a more flexible working arrangement, than is currently provided for in the Collective Agreement, the parties agree to the following terms and conditions and scheduling regulations for Job Sharing:**

1. **All such positions shall be considered full-time.**
2. Job sharers shall be **treated** as regular part-time employees for all **purposes, with the exception of scheduling. Posted schedules for job sharing will be identical to the rotation for the full-time nurses they replace.**
3. The total number of **employees** allowed to job share will be up to a **maximum of six (6) positions**, (this number may be increased at any time by mutual consent of the **parties**) and the **designation** of such **position will be at the sole discretion of the Hospital. Individuals who are presently working full-time and wish to make application to job share shall do so to the Director of Nursing. The applicant's portion of the position will not be posted but the remainder of the original position shall be posted as per the Central Collective Agreement.**
4. If more **nurses in an area make application to job share in that area than is acceptable to the Director of Nursing, the decision of which jobs is (are) to be shared shall be based on seniority.**
5. The selection **process for applicants to the posted position shall be in accordance with the Central Collective Agreement.**
6. If **one** of the job sharers **leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full-time, the shared position will become her position. If the previously full-time employee declines the full-time position or if the remaining employee was previously part-time and there is no part-time position available on the same Unit, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.**
7. Job sharers will **have the option of determining between themselves which portion of the rotation they will work, however, this determination must be made before the schedule is posted. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharer shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must conform with the Department of Nursing Policy and the appropriate documentation completed as per the Collective Agreement.**
8. **The job sharers shall have the option of exchanging shifts with other full or regular part-time nurses in accordance with the established Department of Nursing Policy and Collective Agreement.**
9. Each job sharer **is responsible for replacing his/her partner for any absence of less than fourteen (14) calendar days with the exception of extenuating circumstances.**

10. Job sharers **are not required to** cover for their partner in the case of prolonged or **extended absences.**

11. Job sharers shall be **offered** additional unscheduled tours only **if they have** made **their availability** known. It is understood that they may **only make themselves available on tours** when neither job share **partner is scheduled and where such would** not result in **premium** payment. Job sharers can only be offered **additional tours on their partner's** scheduled days when no **other regular part-time nurse is available.**

Signed at North York, Ontario, this 19th day of March, 1998.

FOR THE HOSPITAL

Agnes Duggan
Debra Bond

FOR THE ASSOCIATION

Lord Burrows
Sharon Graham
Nova J. Guest
Bev Hurks

LETTER OF UNDERSTANDING

Between

ONTARIO NURSES' ASSOCIATION

- and -

ST. JOSEPH'S HOSPITAL, BRANTFORD

Article 13 ► Meal and Relief Periods

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

Signed at Hamilton, Ontario, this 19th day of March 1998.

FOR THE HOSPITAL

Maureen Duggan
Barbara Bond

FOR THE ASSOCIATION

Doris Brown etc
Sharon Graham
Anna J. Gust
Bev Hunkles

LETTER OF UNDERSTANDING

Between

ONTARIO NURSES ' ASSOCIATION

- and -

ST. JOSEPH'S HOSPITAL, BRANTFORD

RE: **Scheduling Committee**

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

Signed at Warrington, Ontario, this 19th day 7 1 1998.

FOR THE HOSPITAL

Margaret Duggan
Barbara Bond

FOR THE ASSOCIATION

Doreen Brown
Sharon Graham
Ana J. Guest
Beverly Hanks

LETTER OF UNDERSTANDING

Between

ONTARIO NURSES' ASSOCIATION

- and -

ST. JOSEPH'S HOSPITAL, BRANTFORD

RE: Deletion of Article F-2 (k)

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

Signed at Hamilton, Ontario, this 19th day of March, 1998.

FOR THE HOSPITAL

Maureen Deegan
Lillian Bond

FOR THE ASSOCIATION

Dondi Brown ETC

Sharon Graham

Nova J. Grant

Bev Hunter

LETTER OF UNDERSTANDING

Between

ONTARIO NURSES' ASSOCIATION

- and -

ST. JOSEPH'S HOSPITAL, BRANTFORD

RE: Abuse/Harassment Policy

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

Signed at Hamilton, Ontario, this 19th day of March, 1998.

FOR THE HOSPITAL

Margaret Duggan
Laura Bond

FOR THE ASSOCIATION

Linda Brown ERS
Sharon Graham
Nova J. Guest
Bev Hunkles

REGISTERED NURSES SALARY GRID EFFECTIVE 97.04.01

START	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9
18.30	19.22	19.98	21.03	22.07	23.12	24.43	25.73	27.04	28.36