

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

BETWEEN:

BRANT COMMUNITY HEALTHCARE SYSTEM
(Herein referred to as the "Hospital")

AND:

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

EXPIRY: March 31, 2011

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**APPENDIX 3
SALARY SCHEDULE**

Effective April 1, 2008						
	Registered Nurse	Infection Control Nurse	Discharge Planning Nurse / Nurse Clinician	IV Charge Nurse	Graduate Nurse	RNFA
Start	\$27.67	\$28.63	\$29.56	\$28.64	\$26.13	\$35.54
1 Year	\$28.08	\$29.00	\$29.91	\$29.05	\$26.57	\$36.32
2 Years	\$28.55	\$29.43	\$30.29	\$29.51	\$27.01	\$37.04
3 Years	\$29.95	\$30.82	\$31.69	\$30.96	\$28.38	\$39.02
4 Years	\$31.37	\$32.23	\$33.10	\$32.46	\$29.78	\$41.02
5 Years	\$33.14	\$34.02	\$34.89	\$34.27	\$31.49	\$43.82
6 Years	\$34.91	\$35.79	\$36.63	\$36.11	\$33.19	
7 Years	\$36.71	\$37.55	\$38.41	\$37.93	\$34.89	
8 Years	\$39.31	\$40.23	\$41.09	\$40.67	\$37.41	\$43.92
25 Years	\$40.00	\$40.93	\$41.83	\$41.39	\$38.06	\$44.70

Effective April 1, 2009						
	Registered Nurse	Infection Control Nurse	Discharge Planning Nurse / Nurse Clinician	IV Charge Nurse	Graduate Nurse	RNFA
Start	\$28.50	\$29.49	\$30.45	\$29.50	\$26.91	\$36.61
1 Year	\$28.92	\$29.87	\$30.81	\$29.92	\$27.37	\$37.41
2 Years	\$29.41	\$30.31	\$31.20	\$30.40	\$27.82	\$38.15
3 Years	\$30.85	\$31.74	\$32.64	\$31.89	\$29.23	\$40.19
4 Years	\$32.31	\$33.20	\$34.09	\$33.43	\$30.67	\$42.25
5 Years	\$34.13	\$35.04	\$35.94	\$35.30	\$32.43	\$45.13
6 Years	\$35.96	\$36.86	\$37.73	\$37.19	\$34.19	
7 Years	\$37.81	\$38.68	\$39.56	\$39.07	\$35.94	
8 Years	\$40.49	\$41.44	\$42.32	\$41.89	\$38.53	\$45.24
25 Years	\$41.20	\$42.16	\$43.08	\$42.63	\$39.20	\$46.04

Effective April 1, 2010						
	Registered Nurse	Infection Control Nurse	Discharge Planning Nurse / Nurse Clinician	IV Charge Nurse	Graduate Nurse	RNFA
Start	\$29.36	\$30.37	\$31.36	\$30.39	\$27.72	\$37.71
1 Year	\$29.79	\$30.77	\$31.73	\$30.82	\$28.19	\$38.53
2 Years	\$30.29	\$31.22	\$32.14	\$31.31	\$28.65	\$39.29
3 Years	\$31.78	\$32.69	\$33.62	\$32.85	\$30.11	\$41.40
4 Years	\$33.28	\$34.20	\$35.11	\$34.43	\$31.59	\$43.52
5 Years	\$35.15	\$36.09	\$37.02	\$36.36	\$33.40	\$46.48
6 Years	\$37.04	\$37.97	\$38.86	\$38.31	\$35.22	
7 Years	\$38.94	\$39.84	\$40.75	\$40.24	\$37.02	
8 Years	\$41.70	\$42.68	\$43.59	\$43.15	\$39.69	\$46.60
25 Years	\$42.44	\$43.42	\$44.37	\$43.91	\$40.38	\$47.42

APPENDIX 4
SUPERIOR CONDITIONS

In accordance with the O'Shea Interest Arbitration Award (Article 19.09) dated October 23, 1981, the following provisions in existence in the Collective Agreement between Brantford General Hospital and Ontario Nurses' Association shall be retained and continued in effect.

Educational Increments

The Hospital will pay monthly education increments, in addition to the normal salary, as stated below, provided the qualifications are used in the performance of the nurse's normal or assigned duties.

- (a) For special clinical preparation of 6 months or more, \$15 per month
- (b) For a course in Nursing Unit Administration, \$15 per month
- (c) For a one year University Certificate or Diploma in Nursing, \$40 per month
- (d) For a Bachelor of Science Degree in Nursing, \$80 per month
- (e) For a Master of Science Degree in Nursing, \$120 per month

APPENDIX 5
LOCAL PROVISIONS

ARTICLE A – RECOGNITION

A-1 The Hospital recognizes the Association as the exclusive bargaining agent of all registered and graduate nurses employed by the Brant Community Healthcare System engaged in a nursing capacity save and except Managers, persons above the rank of Manager, Nurse Educator and Occupational Health Nurse.

The Hospital and the Association also agree that the classifications of Infection Control Officer, Discharge Planning Officer and Nurse Clinician are included in the bargaining unit.

ARTICLE B – DEFINITIONS

B-1 Manager when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

B-2 The assignment of nurses for responsibility in accordance with Article 19.05 (d) shall be made from a list of those nurses who indicate an interest in this responsibility. Such assignment shall not be permanent, but shall be rotating as determined by the nurses on the unit and the Manager.

ARTICLE C – MANAGEMENT FUNCTION

C-1 The Association acknowledges 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 specifically limited by the express provisions of this agreement and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standards of service, job rating or classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service and the location of work;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
- (e) make, enforce, and alter from time to time rules and regulations to be observed by the nurses not inconsistent with the provisions of this agreement. The Hospital

will inform the Association of any changes to the rules and regulations referred to herein.

- C-2 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE D – ASSOCIATION REPRESENTATION

- D-1 The Employer recognizes that the Local Co-coordinator may attend negotiations as an ex-officio member.

D-2 Negotiating Committee

Up to four (4) nurses, and one (1) shall be the Bargaining Unit President.

D-3 Grievance Committee

Up to three (3) nurses, and one (1) shall be the chairperson.

D-4 Hospital Association Committee

Up to three (3) nurses, one (1) of which may be a part-time nurse. The number of Hospital representatives shall not exceed the number of Association representatives. Where a designated association member is unable to attend then the Association will inform the Hospital of an alternate member who may attend the meeting.

The Association will inform the Hospital of the nurse delegate who will attend the Hospital/Association Committee meeting in order to address issues on the agenda specific to their unit. The appropriate director/manager will also attend to address the concern.

In accordance with Article 6.03 (e), the bargaining unit will notify the Hospital in advance of each meeting which two (2) Committee representatives will be paid per meeting.

D-5 Nurse Representatives

The Association shall inform the Hospital of the names of the Association representatives and the areas which they represent and any changes to the representatives as they occur. It is understood that a representative may cover more than one area, but not more than one (1) Nursing Unit representative shall be appointed in each unit for the same term. In accordance with Article 7.02 the union representative shall be the representative so identified by the union specific for that unit and/or a member of the grievance committee.

The number of representatives, excluding the Bargaining Unit President, from any unit who can attend any Hospital Committee meetings at the same time shall be subject to exigencies of patient care.

D-6 Accident Prevention – Health and Safety

There will be two (2) representatives.

D-7 Fiscal Advisory Committee

There will be one (1) representative, the elected Bargaining Unit President or designate.

D-8 Association Interview

Such interview shall take place during the orientation period at a time designated by the Hospital and adequate notice/cancellation of orientation sessions shall be given to the Association.

D-9 The Employer shall pay the Bargaining Unit President forty-five (45.00) hours each 4 weeks.

D-10 The Employer agrees to pay the ONA representative who is the Bargaining Unit Health and Safety / Benefits Committee eleven point two five (11.25) hours pay per month.

D-11 The Employer will accommodate a request by the Bargaining Unit President to work a steady day shift.

D-12 The Employer shall pay the Grievance Chair seven point five (7.5) hours each month.

ARTICLE E – POSTING OF SENIORITY LIST

E-1 In accordance with Article 10.02 seniority lists shall be posted during the months of February and August in an electronic format and shall be accessible to all nurses. Errors shall be corrected and the revised list shall be re-posted in a timely manner.

ARTICLE F – LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

F-1 Leave for Association business shall be given up to a total of one hundred (100) days during any calendar year, provided a written request for such leave is received two (2) weeks in advance, where possible, by the Hospital. It is agreed that no more than four (4) nurses shall be absent on such leave at the same time, provided that not more than two (2) nurses from a unit shall be absent an any one time subject to the staffing requirements of the hospital.

F-2 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to the nurse elected to the position of Local Coordinator. Subject to reasonable notice and contingent on patient care, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

ARTICLE G – HOURS OF WORK**G-1 Shift Premium**

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

G-2 Weekend Premium

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

G-3 Scheduling Objectives

(a) Master schedules will not be changed without prior discussion at a Hospital/Association Committee meeting.

(b) (i) Schedules will be posted four (4) weeks in advance for a four (4) week period. Any schedules posted in advance shall be for information purposes only.

Request(s) by a nurse for changes in scheduling must be submitted, in writing including electronically, not less than 2 weeks prior to the posting of the schedule, except for extenuating circumstances.

ii) Summer schedules including June 15th to Labour Day shall be posted by May 15th in all accordance with G-3 (b) i).

(c) Scheduling objectives may be waived between December 15 and January 15 so that all nurses shall receive at least five (5) consecutive days off, which shall include either December 24, 25, 26 or December 31, January 1. Where the Hospital is unable to provide five (5) consecutive days off as above, premium pay shall be paid for each of the aforementioned five (5) consecutive days worked. This provision shall not apply to any area where nurses normally work Monday to Friday, or are not normally scheduled to work on a paid holiday. Full-time nurses will not, however, be required to work more than two (2) consecutive weekends without a weekend off. Should a nurse work on a third weekend then she /he shall be paid in accordance with Article 14.03 for the third consecutive weekend except where:

i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or

ii) such nurse has requested weekend work; or

iii) such weekend is worked as a result of exchange of shifts with another nurse.

For those areas that incur a shutdown during the Christmas, New Year period the nurses in collaboration with the manager, may distribute paid holidays and reduce staffing requirements reasonably amongst themselves where mutually agreed by the nurses and the manager. Seniority shall govern where there is a conflict.

1) The Employer shall post a request list by September 1st of each year.

2) The Hospital shall post the finalized Christmas / New Years schedule no later than November 1st of each year.

3) Where a nurse is required to work the Christmas or New Years period, the Hospital will endeavour not to schedule the nurse on all three of the

following calendar days December 24, 25, 26 or December 30, 31, January 1.

- 4) The Hospital will endeavour to schedule in such a way that no nurse will be required to work two (2) consecutive Christmases or New Years.
 - 5) Where the schedule allows for nurses to have both Christmas and New Years off, seniority shall be the deciding factor, on a rotational basis.
- (d)
- i) A stand by tour is a seven point five (7.5) hour tour except where the day tour following a stand by tour commences at 0730 or 0800 in which case the stand by tour is eight point five (8.5) hours.
 - ii) Standby tours shall not exceed eight point five (8.5) hours when attached to a seven point five (7.5) hour shift.
 - iii) For Full time nurses there shall be no more than two (2) standby tours included in rotations of regular scheduled hours of five (5) consecutive tours or less.
 - iv) For Part time nurses there shall be no more than three (3) standby tours included in rotations of regular scheduled hours of five (5) consecutive tours or less.
 - v) Standby will not be scheduled with any rotations of regular scheduled hours of six (6) or more consecutive tours.
 - vi) Standby will not be scheduled on a scheduled day off for a Full-time nurse.
 - vii) Where a nurse has been called in to work from standby such nurse shall be allowed leave, without loss of earnings until she/he has eight (8) hours off unless she or he does so by mutual agreement between the nurse and the Employer.
 - viii) Part-time nurses will not be scheduled for more than two (2) consecutive standby tours on any calendar day when they are not otherwise scheduled to work.

This clause does not apply to nurses who have agreed to work with the Sexual Assault Team.

- (e)
- i) at least sixteen (16) consecutive hours shall be scheduled off between tour changes for schedules of seven point five (7.5) hour tours;
 - ii) at least twelve (12) consecutive hours shall be scheduled off between tour changes for schedules of eleven point two-five (11.25) hour tours.

Should these regulations not be adhered to then a nurse shall be paid in accordance with Article 14.03 for all hours worked on her/his next scheduled tour.

- iii) Full-Time Only

At least forty-eight (48) consecutive hours shall be scheduled off following a night tour when changing from nights to days.

Part-Time Only

The Employer will endeavour to schedule at least forty-eight (48) consecutive hours off following a night tour when changing from nights to days.

- (f) Where a nurse receives cancellation notice in accordance with Article 10.07 (a) or where a nurse reports for work in accordance with Article 14.05 and she/he is not reassigned, such nurse will be offered the option of standby in accordance with Article 14.06 and Article 14.07 for the remainder of that shift and shall apply to the following nursing units only:

Operating Room
Labour And Delivery
Constant Care Nursery
Emergency
Critical Care

In the event that more than one (1) nurse receives cancellation notice in accordance with Article 10.07 (a) or reports for work in accordance with Article 14.05 and the nurses are not reassigned, the Hospital will only be required to provide standby for one nurse per unit. Offering of standby will be done on a seniority basis.

- (g) A senior nurse who is cancelled with prior notice for a shift (a shift being days as defined by G-4 (i), evenings, or nights) may choose to bump the least senior nurse from the same shift, of equal hour on the same date.

Full-Time and Part-Time

G-4 Scheduling Objectives

- (a) Full-time nurses shall be scheduled at least every other weekend off.
- (b) A nurse will receive premium pay as provided for in Article 14.03 for all weekend hours worked on a second consecutive and subsequent weekend until the nurse receives a weekend off save and except where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as a result of exchange of shifts with another nurse.

Note: A weekend is defined as fifty-six (56) consecutive hours off commencing at 2300 hours on Friday to 0700 hours on Monday. (The exception to the 2300 hours is nurses working permanent nights.)

- (c) i) no rotation through three (3) different tours in a week;

- ii) Full-time nurses working the normal daily tour of 7.5 hours shall only be scheduled to work days and evenings or days and nights over a four (4) week period. A full time nurse who is normally scheduled to work rotating shifts shall not be scheduled to work more than two (2) consecutive weeks on the evening or night shift unless mutually agreed otherwise.
- (d) The Employer will not schedule more than seven (7) consecutive seven point five (7.5) hour tours.

Should a nurse work more than seven (7) consecutive tours she/he shall be paid in accordance with Article 14.03.
- (e) Not less than two (2) consecutive days off will be scheduled unless by mutual consent.
- (f) Except for G-3 (a) above, these scheduling objectives will not apply to nurses regularly working a twelve (12) hour shift;
- (g) A nurse requesting to exchange her/his scheduled shifts or scheduled days off within the posted time schedule must submit the request in writing to the Manager or designate, and such request must be co-signed by a nurse willing to make the exchange.
- (h) The Hospital will endeavour to schedule nurses for a minimum of fifty percent (50%) day tours within the master rotation.
- (i) A day tour shall be defined when the majority of hours fall between 0700 hrs and 1500 hrs. This does not exclude the provision for shift premium outlined in G-1.
- (j) The Hospital will endeavour not to schedule tours beginning before 0700 or ending past midnight, except for Day Surgery where the parties have agreed that the start of the shift is 0630 hours.
- (k) Consideration will be given to a nurse who requests to work evening or night tours on a permanent basis. It is understood that these nurses may be required to work up to one month in each calendar year on the day shift for orientation and in service.

G-5 Full-time and Part-time

Entitlement to lieu time off, as provided for in Article 14.09 shall be scheduled at a mutually agreeable time and shall be taken within a period of one hundred and twenty (120) days.

G-6 Part-time Only

The regular part-time nurse must be available for work:

- (a) At least up to forty-five (45) hours per pay period, on a predetermined basis as per the posted schedule. Once posted, this commitment will no longer apply.
- (b) At least two (2) weekends off in four (4):

Nurses will receive premium pay as provided for in Article 14:03 for all weekend hours worked on the third (3rd) and subsequent, consecutive weekend save and except where:

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

Note: A weekend is defined as fifty-six (56) consecutive hours off commencing at 2300 hours on Friday to 0700 hours on Monday. (The exception to the 2300 hours is nurses working permanent nights.)

- (c) Scheduling objectives may be waived between December 15 and January 15 so that all nurses shall receive at least four (4) consecutive days off, which shall include either December 24, 25, 26 or December 31, January 1. Where the Hospital is unable to provide four (4) consecutive days off as above, premium pay shall be paid for each of the aforementioned four (4) consecutive days worked. This provision shall not apply to any area where nurses normally work Monday to Friday, or are not normally scheduled to work on a paid holiday. Part-time nurses will not, however, be required to work more than two (2) consecutive weekends without a weekend off. Should a nurse work on a third weekend than she/he shall be paid in accordance with Article 14.03 for the third consecutive weekend except where:

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

For those areas that incur a shutdown during the Christmas, New Year period the nurses in collaboration with the manager, may distribute paid holidays and reduce staffing requirements reasonably amongst themselves where mutually agreed by the nurses and the manager. Seniority shall govern where there is a conflict.

- (d) No nurse will be scheduled to work 3 different tours in a week.
- (e) Predetermined shifts shown on the master rotor and the tours available from pre-scheduled vacation and leaves of absence as shown on the posted schedule will first be assigned to regular part-time nurses in each unit on an equitable basis in accordance with seniority.
- (f) Any additional tours, which become available after schedules are posted, will first be offered to the regular part-time nurses in each unit equitably in accordance with seniority, then to job sharers, then to casual nurses.
- (g) Nurses will be considered for additional tours unless they indicate otherwise.

- (h) Nurses may submit their availability in writing to the manager or designate, to work additional tours on units other than their home unit.
- (i) It is understood that the hospital will not be required to offer tours, which would result in premium pay.

Extended Tours

G-7 Such introduction requires the approval of the local Association.

G-8 Extended hours of work will be instituted on a specific nursing unit provided:

1. The introduction of such a schedule has the approval of the Hospital and the local Association.
2. Sixty-six and two thirds percent (66 2/3) of both Full-time and Regular Part-time employees affected agree by secret ballot (arranged by the Hospital/Association Committee).
3. The quality of patient care and service will be maintained in the opinion of the Vice President, Nursing Services.
4. The cost will not be greater than the cost associated with normal hours of work.

G-9 Extended tours may be discontinued in any unit when:

- (a) Fifty percent plus one (50 % + 1) of the nurses in the unit so indicate by secret ballot; or
- (b) The Hospital because of:
 - i) Adverse affect on patient care;
 - ii) inability to provide a workable staffing schedule;
 - iii) states its intention to discontinue extended tours in the schedule.

G-10 Termination

Where the Employer intends to discontinue the extended tour as in K – 3 above, or the Union wishes to discontinue the extended tour, the Party wishing to discontinue shall provide a minimum of eight (8) weeks notice to the other Party in writing, of its desire to discontinue the extended tour schedule on any unit. A meeting will be held within two weeks of the giving of notice to discuss reasons and implementation. Where it is determined that extended tours will be discontinued, affected nurses shall be given sixty days notice before schedules are revised.

G-11 Hours of Work/Overtime

Hours of work as provided for in Article 13 shall be:

- (a) Eleven and one quarter (11.25) consecutive hours in any twenty-four (24) hour period exclusive of a total of 45 minutes of unpaid mealtime, it being understood that at the change of tour there will normally be additional time required for reporting, which shall be considered to be part of the normal daily tour, for a period of fifteen (15) minutes duration. Should the reporting time extend beyond

fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.

- (b) There shall be forty-five (45) minutes of paid rest period during each extended tour, as scheduled.
- (c) No nurse shall be scheduled to work more than three (3) consecutive 11.25-hour tours without days off. Should a nurse work more than three (3) consecutive tours she or he shall receive premium pay in accordance with Article 14.03.
- (d) The Hospital will normally schedule every other weekend off for each nurse. Should a nurse work on a second and subsequent weekend she/he shall receive premium pay in accordance with Article 14.03, except:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as a result of exchange of shifts with another nurse.
- (e) The Hospital will endeavour to balance the hours of work within a twelve-week period.

ARTICLE H – PAID HOLIDAYS

H-1	New Year's Day Third Monday in February (Family Day) Good Friday Easter Monday Victoria Day Canada Day – July 1	Civic Holiday Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day
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H-2 Full-Time Only

Lieu Days

In Accordance with article 15.06 lieu days shall be granted within thirty (30) days before the date or ninety (90) days after the date on which the holiday is observed, and shall be taken on a date to be arranged between the nurse and Hospital.

A nurse may request up to three (3) lieu days to be used for personal emergencies or reasons at such time mutually agreed upon.

H-3 Full-Time Only

Paid Holidays during Vacation

A lieu day shall be scheduled at a mutually agreeable time or if a nurse so requests such day or days shall be added to her vacation, provided that it is practical and such addition does not total more than three (3) days.

H-4 Full-Time Only

Premium Hours

For nurses working the normal daily tour (7.5 hours) a tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour. Likewise, the tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the minority of hours worked falls within the holiday shall be deemed not to be work performed on the holiday for the full period of the tour.

For those working extended tours only (11.25 hours), the premium pay of time and one-half (1½) provided in accordance with article 15.01 will be paid for all hours worked between 0001 hours and midnight.

H-5 Part-Time Only

- (a) When a part-time nurse works on a holiday weekend she shall be scheduled to work on the holiday if required.
- (b) A nurse scheduled off on a holiday weekend will be scheduled off on the holiday, if the nurse has requested the holiday off.

ARTICLE I – VACATIONS

- I-1 For purposes of computing vacation pay entitlement and vacation pay, the vacation year shall commence on the employee's anniversary date. Vacation earned during any single vacation year may be carried over and taken in the following vacation year.
- I-2 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the right of the employer to operate the Hospital in an efficient manner.
- I-3
 - (a) Vacation Lists will be posted and nurses will indicate their preferences for vacation indicating their first, second and third choice as follows:

Requests for vacation from June 15th to December 14th shall be submitted by March 15th of each year.

Requests for vacation from December 15th to June 14th shall be submitted by September 15th of each year.
 - (b) A finalized vacation schedule will be posted by April 15th and October 15th of each year respectively, for the above vacation periods.
 - (c) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority provided the nurse exercises this right by March 15th and September 15th respectively, after which time requests for leaves and vacation requests will be in writing and will be scheduled on a first come, first serve basis.

- I-4 At the request of the nurse, the Hospital will endeavour to schedule the attached weekends off prior to the vacation requests. However, there will be no obligation on the Hospital to do so where such action would result in a premium payment to any nurse.
- I-5 Prior to leaving on vacation, nurses shall be notified of the date and time to report for work following vacation.
- I-6 Part-time nurses shall receive vacation pay on a separate pay remittance annually in the month of April.

Where a part-time nurse is on a leave of absence she/he may request that the Employer not make the vacation payment in April but she/he may request that the Employer pay the annual vacation payment on or about the first pay period on their regular pay remittance following her/his return to work following the leave of absence.

I-7 Supplementary Vacation Days

Effective April 1, 2003, nurses who are in receipt of supplemental vacation bank shall be notified of the number of days in the vacation bank at the initial time of deposit.

The nurse will have five (5) years or less depending on the date of their thirty-fifth (35th) year of service to utilize the supplemental vacation days. In accordance with current practice, the days off may be utilized as individual days off or combined days off and/or in conjunction with their normal vacation entitlement.

Part-time nurses entitled to supplementary vacation pursuant to Article 16.06 of the Central Collective Agreement will request such vacation as per the above. The additional two (2) percent (2%) vacation pay will be paid out within two (2) pay periods of earning the supplementary vacation.

ARTICLE J – RETURN TO WORK

- J-1 A. Prior to any nurse returning to work on a modified work program, the Hospital will notify and meet with the O.N.A. Return to Work representative and the nurse to discuss the circumstances surrounding the nurse's return.
- B. The Hospital agrees to provide the Union with a copy of the Workers' Safety and Insurance Board's Form-7, (Employer's Report of Accidental Injury or Industrial Disease) at the same time it is sent to the Board.
- J-2 The Hospital will notify the Bargaining Unit President of the names of all the nurses who go off work due to a work related injury or at the time of application for L.T.D. benefits. The Hospital agrees to inform the ONA Return to Work representative of the name of a nurse who requires accommodation or a modified work program.

When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability the hospital will notify and meet with the ONA Return to Work representative and the nurse to discuss the circumstances surrounding the employee's return to suitable work.

J-3 Return to Work

The Hospital and the Association are committed to a consistent, fair approach to meeting the needs of disabled employees, to restoring them to work which is meaningful

for them, valuable to the Hospital, and which meets the parties' responsibilities under law.

To that end, the Hospital and the Association agree to cooperate in facilitating the return to work of disabled employees.

- (a) A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of his/her ability to return to work including information regarding any restrictions.
- (b) When a returning nurse is in need of a permanent accommodation the Hospital will notify the Bargaining Unit President and will provide the information obtained under (a) above.
- (c) As soon as practicable the employee, Association representative (the ONA Return to Work representative, Occupational Health representative, and the manager (Return to Work Team – RTW Team) will meet with the affected nurse to create and recommend a return to work plan.

If the association representative attends meetings on her day off, she/he will receive pay at straight time or time in lieu where possible for hours spent in RTW meetings. Such hours are invisible for the purposes of determining premium.

- (d) In creating a return to work plan, the RTW Team will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to his/her:
 - i) original position;
 - ii) original unit;
 - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
 - iv) alternate positions outside the original unit.
- (e) In creating a return to work plan, the RTW Team will consider the nurse's abilities and accommodation needs, and if the nurse is unable to return to work in accordance with article (d) above, the team will identify any positions in the Hospital in which the nurse may be accommodated.
- (f) The RTW Team recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with articles (d) and (e) above, they must balance additional factors including in no particular order:
 - i) skills, ability, and experience;
 - ii) ability to acquire skills;
 - iii) path of least disruption in the workplace;
 - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce;

- v) Seniority.
- (g) The RTW Team will monitor the status of accommodated nurses and the status of nurses awaiting either temporary or permanent accommodation.
- (h) Alternative Placements
 - i) Before posting, the Hospital and Association will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to his/her home unit in accordance with article (f).
 - ii) If a vacancy is identified as suitable for accommodation purposes, the parties may recommend holding the posting and convene a meeting of the parties as soon as possible to determine:
 - A) Whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse
 - B) Whether the posting of the position under the collective agreement between the parties may be waived
 - C) Whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse
 - iii) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
 - iv) The parties may agree to a written agreement for temporary accommodations of extended duration.
 - v) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
 - A) The nurse is permanently accommodated in another position or arrangement.
 - B) The weight of the medical evidence establishes that there is no reasonable prospect of a return to his/her original position in the foreseeable future.
 - C) The Hospital may elect to fill the disabled nurse's home position by posting a temporary or permanent vacancy:
 - 1) In so electing, the position will be filled in accordance with the job posting provisions of the collective agreement;
 - 2) If and when it is confirmed that the disabled nurse cannot return to his/her original position, the position may be offered to the incumbent on a permanent basis;

- 3) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
- D) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

ARTICLE K – JOB SHARING

K-1 The parties agree to the following terms and conditions and scheduling regulations for job sharing:

- (a) All such positions shall be maintained as full-time. Posted schedules for job shares will be identical to the rotation for the full-time position they represent.
- (b) Job sharers shall be treated as regular part-time employees for all purposes, with the exception of scheduling.
- (c) Requests from full-time nurses to job share will be considered on an individual basis. Such requests will be first discussed with their manager and then will be forwarded to Hospital/Association meeting. Approval to job share will be mutually agreed to between the Employer and Union.
- (d) The applicant's portion of the position will not be posted but the remainder of the original position shall be posted as per Article 10.07.
- (e) If more nurses in an area make application to job share in that area than is acceptable to the Manager, the decision of which jobs are to be job shared shall be based on seniority.
- (f) The selection process for applicants to the posted position shall be in accordance with Article 10.07. Job sharing partners shall have a trial period established according to Article 10.07(c).
- (g) If one of the job sharers terminates their position or transfers to a different position, the posting of such vacancy will be in accordance with Article 10.07.
- (h) If one of the job shares leaves the arrangement her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full time position and shall be posted in accordance with Article 10.07.

If the remaining job share partner does not apply to the full time position, or she /he is not the successful applicant to the posting then she/he shall revert to a part-time position on the same unit, or exercise her/his bumping rights to a part-time position for which she/he is qualified to perform on another unit.

- (i) 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 sharers shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must conform to the Department of Nursing Policy and the appropriate documentation completed as per the Collective Agreement.

- (j) Job sharers shall be offered additional tours only if they have made themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment. Job shares can only be offered additional tours on their partner's scheduled days when no other regular part-time nurse is available.
- (k) The job sharers shall have the option of exchanging shifts with other full-time or regular part-time nurses in accordance with the established Department of Nursing Policy and Collective Agreement.
- (l) Each job sharer is responsible for replacing her/his partner for any absence of less than fourteen (14) calendar days with the exception of extenuating circumstances. Job sharers are not required to cover for their partner in the case of prolonged or extended absence but may however elect to replace their partner for the entire period of the absence. If the partner does not elect to cover the entire period of the absence then the absence will be posted in accordance with Article 10.07 (d).
- (m) The Association or Hospital may discontinue the job sharing arrangement with ninety (90) day's notice in writing to the other party. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation, including the reasons and the implementation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Prior to discontinuation of any job sharing position(s), problems shall be referred to the Hospital/Association Committee for resolution.

ARTICLE L – VIOLENCE IN THE WORKPLACE

- L-1 (a) The Hospital agrees that no form of verbal, physical, sexual, racial, or other abuse of nurses will be condoned in the workplace.
- (b) The Hospital agrees to have in place policies and procedures to deal with violence in the workplace. The policies will address the process for dealing with violence and the prevention of violence in the workplace.
- (c) Any nurse who encounters such acts of violence in the workplace shall report the incident to his/her immediate supervisor.
- (d) The Hospital will ensure that there is a procedure in place to report all incidents of violence to the Joint Occupational Health and Safety Committee.
- (e) The Hospital will inform the Bargaining Unit President within two (2) business days of any nurse who has been assaulted while performing his/her work.
- (f) The Hospital will reimburse the nurse for damages incurred to the nurses' personal property such as eyeglasses, ripped uniforms or personal clothing as a result of being assaulted while performing his/her work.
- (g) The Hospital agrees to offer non-confrontational crisis intervention education to all Registered Nurses in Emergency and Pediatrics.

The Hospital will continue to provide non-violent crisis intervention education to all Registered Nurses in Mental Health.

The Hospital will pay each nurse for all time spent in the above education sessions.

ARTICLE M – MISCELLANEOUS

M-1 The Hospital will provide a bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Association matters.

M-2 Temporary Vacancies

In accordance with article 10.07 (d) the Parties agree that full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses.

M-3 Prepaid Leave Plan

Up to five (5) nurses may be absent on the Prepaid Leave Plan at any one time; however, no more than (1) nurse per unit shall be absent at any one time.

M-4 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within ten (10) days of the decision being made and prior to the posting of the name of the successful candidate.

M-5 Retiree Benefits – Process for Payment

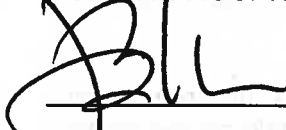
Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

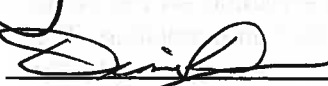
It is understood that any transaction would be dated the first of each and every month.


M-6 Vacation pay for part-time nurses will be paid by separate cheque / deposit.

Dated at BRANTFORD, Ontario this 23rd day of OCTOBER, 2009.

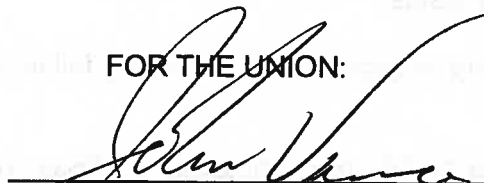
FOR THE HOSPITAL:

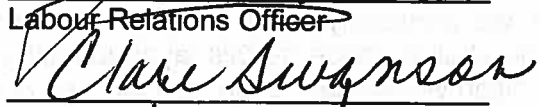


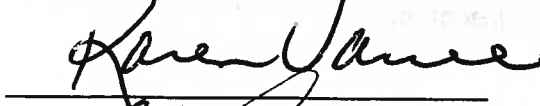


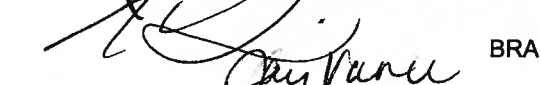


FOR THE UNION:



Labour Relations Officer






LETTERS OF UNDERSTANDING

Re: Full-time and Part-time Positions

The Parties recognize that staffing requirements within each unit may change in order to meet and respond in an efficient and effective manner to patient care needs and scheduling requirements. The Employer is committed to maintain and establish full-time positions.

Where a regular part-time position becomes available the position may be reviewed at the Hospital Association Committee for discussion purposes related to creation of a full-time position.

The Parties will discuss at the Hospital Association Meeting the complement of full-time and part-time ratios on each unit.

Re. Lay-Off Protocol-Job Sharers

In accordance with Article 10.08(c) the Hospital and the Association agree for the purposes of lay-off as outlined in Article 10.08 and 10.09 that regular part-time nurses occupying a job share line will be displaced prior to the lay-off of a full time nurse and shall be treated as regular part-time for lay-off purposes.

Re: Professional Development

It is agreed that the professional development provision under Article 9 will be facilitated through the term of reference and membership of the Brant Community Healthcare System Nursing Practice Council. Such terms of reference shall be consistent with the professional development principles as outlined in Article 9.02.

Re: Job Share Arrangements

For the job share arrangements in affect as of the signing of this agreement, where the job share arrangement was created with an incumbent full-time position then the following shall apply:

- If one of the job sharers leaves the arrangement, her/his position will be posted.
- If there is no successful applicant to the position, the remaining employee will revert to her/his former status.
- If the remaining employee was previously full-time, the shared position will become her/his 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/he shall exercise her/his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted in accordance to the collective agreement.

Re: Reassignment

If a nurse is to reassigned in accordance with Article 10.07 (g) and 10.08 (a), then the reassignment shall be according to the nurse's status on the unit, in the following order:

- (a) Casual;
- (b) Regular Part-time;
- (c) Job Sharers;
- (d) Full-time;
- (e) A nurse on the unit for a period of less than six (6) months.

Subject to patient care requirements.

Where there is a conflict, seniority will prevail.

Re: Dental and Extended Health Care Benefits for Part-time Employees

The Parties agree that the Hospital will write to part-time employees to determine the level of interest of those employees in participating in the group Dental and Extended Health Care Benefits coverage under Article 17 of the Collective Agreement .The Hospital will outline to the part-time nurses, the current monthly terms and conditions of participation.

Re: Resource Nurse

The parties agree that the Resource Nurse who works in the Operating room in orthopaedics will be paid in accordance with Article 19.04 (d).

Re: Filing Cabinet

The Employer has agreed to provide a filing cabinet (with a key) for ONA. Location to be discussed.

Re: Innovative Unit Scheduling – Two Day Two Night (2D2N) Scheduling

Introduction:

The parties hereby agree that in accordance with Article 13.03 of the collective agreement, Full-time members of a unit wishing to convert to a 2D2N innovative extended tour schedule may do so subject to the following provisions. The Hospital shall retain the right to make the final determination related to which clinical areas are appropriate for the implementation a 2D2N innovative extended tour schedule. The employer shall not be unreasonable or arbitrary when making the final determination.

1. The proposed innovative Unit Master Schedule of 2D2N, followed by five (5) days off, submitted by the manager, will be reviewed by the Hospital/Association Committee.
2. The Unit Master Schedule (which may include a Job-Shared line) will schedule 2D2N, followed by five (5) days off and will not adversely affect the schedules of other nurses in the unit in such a way as to cause a scheduling violation under the provisions of the

collective agreement. A transitional schedule will be made available for review by the parties.

Note: Paid holidays, and/or vacation hours and/or scheduled additional shifts (subject to Item # 6) will be scheduled into the nurse's Posted Schedule, as required on days off such that each full-time nurse will be scheduled for 1950 hours per year.

3. If approved at HAC, the formal voting process for a trial (and/or final implementation), will be established and conducted jointly by Human Resources and the Union. The time frame for the voting process to be completed within a maximum of three (3) weeks.

Note: In accordance with Article G 3 (b), the new schedule will not be posted less than four (4) weeks in advance for a four (4) week period.

4. The trial period will be for thirty-six (36) weeks. At the 32nd week, another formal vote will be held and all of the permanent nurses of the unit, involved in the trial must vote eighty percent (80%) in favour for final implementation. Job-Share partners will carry one combined vote.

- a) Where the entire compliment of Full-time lines is proposed, then 80% of all nurses affected, must vote in favour of a trial.

- b) Where less than the entire compliment of Full-time lines is proposed to change, then only those nurses currently subject to change and identified to the parties, on the basis of seniority will be entitled to vote.

5. Any nurses will not be scheduled to normally work four (4) consecutive day shifts of four (4) consecutive night shifts, except to accommodate an exceptional need of the nurse.

6. The parties agree that for those nurses working the 2D2N rotation, the scheduling provisions contained in Article G 4 of the Local Appendix are not applicable, save and except the following:

- (a) Nurses shall not normally be required to work more than the 2D2N, followed by 5 days off, rotation. Where the schedule does not conform to this provision, nurses shall be paid premium pay in accordance with article 14.03, for the fifth and subsequent tour, until the nurse receives a day off save and except where:

- (b) The fifth (5th) extended tour is worked to satisfy specific requested days off requested by the employee; or,

- (c) The fifth (5th) extended tour is the result of an exchange with another employee

Note: In the interest of patient safety, the hospital and the nurse will act responsibly to restrict 6 b) and c) to accommodate an exceptional need of the nurse.

- (d) Regular Part-time nurses, with the exception of participating Job-Sharers are not part of this agreement. However, the provisions may apply when an RPT is filling a temporary vacancy of a FT participant of this agreement.

- (e) Nurses shall be scheduled a minimum of six (6) full weekends off in an eighteen (18) week cycle. The full weekend off shall include the Friday before the weekend. If a nurse does not receive six (6) full weekends off in eighteen (18) weeks, she/he shall receive premium pay in accordance with article 14.03 for all

hours worked on any additional weekends worked.

7. If at any time a nurse involved in the 2D2N rotation is unable to continue for such reasons as medical, family emergencies, etc., the nurse will promptly bring this to the attention of the manager and of the Hospital/Association Committee. The parties will then discuss accommodating the nurse's withdrawal from the 2D2N rotation and arranging an exchange from the most senior interested non-participant FT nurse within the unit, if applicable. Where such an accommodation results in a permanent vacancy, the position will be posted. If the operation of the Unit is negatively impacted as a result of one or more nurses withdrawing from the innovative scheduling, the Hospital reserves the right to discontinue the 2D2N innovative schedule.
8. The Union or Hospital may discontinue any innovative scheduling arrangement with ninety (90) day's notice in writing to the other party. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation, including the reasons and the implementation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Re: Article 13.04 Weekend Schedule

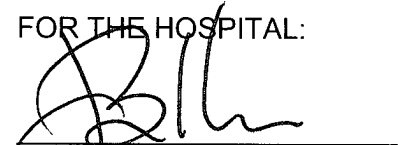
At a meeting of the Hospital/Association Committee, the parties may agree to establish a proposed Weekend Schedule in a unit on a trial basis for a six-month period from the filling of the weekend worker position(s). The terms of Article 13.04 will apply except as provided below:


1. The Hospital agrees to convert the RN Full-time position into a weekend worker position in compliance with Article 13.04.
2. The nurse will be scheduled for two 11.25h and one 7.5h shift each week and balance over a four week period. The 7.5 shift will normally be scheduled on the Monday or Friday. Standby will not be assigned to a 7.5 hour shift.
3. For the purposes of vacation scheduling the nurses will not be included in the unit vacation roster.
4. If at the end of the trial period, the Parties decide to discontinue the weekend worker arrangement, the incumbents will return to their previously held position.
5. If the weekend worker transfers to a regular full-time position any vacation/holiday bank shall remain intact to be used for scheduled vacation or lieu time. Any balance remaining in the given year will be paid out to the nurse. If the weekend worker transfers to a part-time position or terminates employment all vacation/holiday credits will be paid out.
6. Prior to the end of the six-month trial period the Hospital and the Union will meet to discuss whether such arrangement will continue or to be discontinued. If the parties decide to continue weekend worker scheduling, a permanent agreement will be negotiated. Should the Parties decide to discontinue weekend worker scheduling the terms of discontinuance will be negotiated, subject to # 5 of this agreement.
7. It is expected that from time to time the weekend worker may need to be scheduled on weekdays to attend necessary in-service programs.


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Dated at BRANTFORD, Ontario this 23rd day of OCTOBER, 2009.

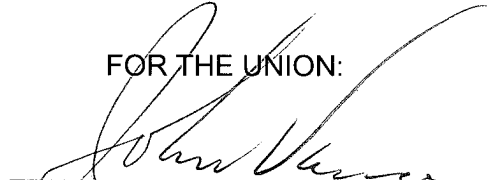
FOR THE HOSPITAL:







FOR THE UNION:



Labour Relations Officer
