

COLLECTIVE AGREEMENT

between

ST. JOSEPH'S CARE GROUP
(hereinafter referred to as the "Hospital")

and

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Union")

EXPIRY: MARCH 31, 2011

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APPENDIX 3ST. JOSEPH'S CARE GROUP

REGISTERED NURSE			
	Expired	Effective April 1, 2006	Effective April 1, 2007
Start	\$23.80	\$24.51	\$26.80
1 Year	\$24.75	\$25.49	\$27.20
2 Years	\$26.06	\$26.84	\$27.65
3 Years	\$27.34	\$28.16	\$29.01
4 Years	\$28.64	\$29.50	\$30.38
5 Years	\$30.26	\$31.17	\$32.10
6 Years	\$31.87	\$32.83	\$33.81
7 Years	\$33.51	\$34.52	\$35.55
8 Years	\$35.80	\$36.87	\$38.07
25 Years	\$36.52	\$37.62	\$38.74
GRADUATE NURSE			
Start	\$23.09	\$23.78	\$26.00
1 Year	\$23.98	\$24.70	\$26.36
REGISTERED NURSE EXTENDED CLASS			
Start			\$42.56
1 Year			\$42.98
2 Years			\$44.27
3 Years			\$45.16
4 Years			\$46.06
25 Years			\$46.98

APPENDIX 3ST. JOSEPH'S CARE GROUP

REGISTERED NURSE			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.92	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.13	\$35.15
6 Years	\$34.91	\$35.96	\$37.04
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44
GRADUATE NURSE			
Start	\$26.85	\$27.66	\$28.49
1 Year	\$27.22	\$28.04	\$28.88
REGISTERED NURSE EXTENDED CLASS			
Start	\$43.94	\$45.26	\$46.62
1 Year	\$44.38	\$45.70	\$47.07
2 Years	\$45.71	\$47.09	\$48.50
3 Years	\$46.62	\$48.02	\$49.47
4 Years	\$47.56	\$48.99	\$50.46
25 Years	\$48.51	\$49.96	\$51.47

APPENDIX 4

ST. JOSEPH'S CARE GROUP

SUPERIOR CONDITIONS (FULL-TIME)

1. In providing the list of nurses from whom dues deductions were made in each month, the Hospital shall also include the following information: the initial list following May 14, 1981, will contain the most recent address the Hospital has on file for each nurse in the Bargaining Unit. Such list will be updated annually thereafter.
2. Nurses in the employ of the Hospital on October 23, 1981, will qualify to receive four (4) weeks vacation with pay at her or his regular rate upon completion of two (2) continuous years of service so long as such nurses are employed by the Hospital. Further increases in vacation entitlement will be in accordance with 16.01.

3. Educational Allowance

Salary recognition of eighty dollars (\$80.00) per month for additional preparation will be paid to a Registered Nurse who holds a Baccalaureate Degree (in Nursing).

4. Sick Leave Provisions

The following portion of the former Sick Leave Plan continues in effect in regard to sick leave credits earned under the former Plan:

The unused portion of the former Sick Leave Plan credits in any year was cumulative up to a maximum of one hundred and twenty (120) working days; a nurse who has completed five (5) years of continuous service on the date of termination of her or his employment shall be paid one-half (1/2) her or his unused former Sick Leave Plan credits at the nurse's then current straight time rate of pay.

SUPERIOR CONDITIONS (PART-TIME)

1. In providing the list of nurses from whom dues deductions were made in each month, the Hospital shall also include the following information: the initial list following May 14, 1981, will contain the most recent address the Hospital has on file for each nurse in the Bargaining Unit. Such list will be updated annually thereafter.

2. Where a casual part-time nurse works on any of the holidays listed in Article 15.01 of the Collective Agreement, she or he shall be paid at the rate of time and one-half her or his regular straight time hourly rate for all hours worked on such holiday, subject to the application of Article 14.04 regarding hours worked in addition to the full tour.

3. Paid Holidays

- 3.01 (a) The Hospital recognizes the following days as paid holidays:
New Year's Day
Good Friday
Victoria Day

Dominion Day
Labour Day
Thanksgiving Day
Christmas Day.

(b) The Hospital also recognizes the following days as paid holidays:

Civic Holiday (1st Monday in August)
Boxing Day (December 26th)
Nurse's Birthday
Remembrance Day (effective 1980).

3.02 Where a nurse is required to work and works on a paid holiday listed in 3.01 (a) above, the Hospital shall pay to the nurse for each hour worked an amount not less than two and one-half (2 ½) times her or his regular wages for that day.

3.03 Clause 3.02 does not apply to a nurse who:

- (a) is employed for less than three (3) months;
- (b) has not earned wages on at least twelve (12) days during the four (4) weeks immediately preceding a paid holiday;
- (c) fails to work her or his scheduled regular day of work preceding or her or his scheduled regular day of work following a paid holiday;
- (d) has agreed to work on a paid holiday and who, without reasonable cause, fails to report for and perform the work; or
- (e) is employed under an arrangement whereby the nurse may elect to work or not when requested to do so.

3.04 Where a nurse works on a paid holiday listed in 3.01 (b) above, or where a nurse works on a paid holiday listed in 3.01 (a) and does not qualify for payment under 3.02, the Hospital shall pay to the nurse for each hour worked an amount computed at one and one-half (1 ½) times her or his regular straight time hourly day tour rate.

3.05 Where a nurse is required to work additional hours following her or his regular tour worked on a paid holiday (but not including hours on a subsequent regularly scheduled tour for such nurse), she or he shall receive two (2) times her or his regular straight time hourly day tour rate for such additional hours worked.

4. Regular part-time nurses in the employ of the Hospital as of the 23rd day of October, 1981, will be entitled to eight percent (8%) vacation pay after the completion of two (2) years of continuous service. Further increases in vacation entitlement will be in accordance with 16.01.

5. Educational Allowance

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Salary recognition of three dollars and sixty-nine cents (\$3.69) per tour for additional preparation will be paid to a Registered Nurse who holds a Baccalaureate Degree (in Nursing).

ARTICLE A - RECOGNITION

- A.1 The Hospital and the Union acknowledge that:
- (a) the Ontario Labour Relations Board by its decision dated the 26th day of November, 1974, found that the Ontario Nurses' Association is a trade union within the meaning of Section 1 (1) (p) of The Labour Relations Act;
 - (b) by its Certificate dated the 26th day of November, 1974, the Ontario Labour Relations Board certified the Union as the bargaining agent of all lay registered and graduate nurses employed by St. Joseph's Care Group, in the City of Thunder Bay, engaged in a nursing capacity, save and except Head Nurses and persons above the rank of Head Nurse, Health and Welfare Nurse, persons regularly employed for not more than twenty-four (24) hours per week and persons covered by subsisting Collective Agreements;
 - (c) for the purpose of clarity, the said Certificate is to be read subject to the terms of the endorsement on the record by the Ontario Labour Relations Board, including the following:
 - "(i) that no position is included in the Bargaining Unit which can be filled by a person who is not a nurse."

- A.2 The Hospital and the Union acknowledge that:
- (a) the Ontario Labour Relations Board by its decision dated the 26th day of November, 1974, found that the Ontario Nurses' Association is a trade union within the meaning of Section 1 (1) (p) of The Labour Relations Act;
 - (b) by its Certificate dated the 26th day of November, 1974, the Ontario Labour Relations Board certified the Union as the bargaining agent of all lay registered and graduate nurses employed by St. Joseph's Care Group, in the City of Thunder Bay, engaged in a nursing capacity, regularly employed for not more than twenty-four (24) hours per week, save and except Head Nurses and persons above the rank of Head Nurse, Health and Welfare Nurse and persons covered by subsisting Collective Agreements.

ARTICLE B - DEFINITIONS

In this Agreement:

- B.1 "Executive Director" or "Administrator" shall mean the Chief Executive Officer/President at St. Joseph's Care Group or a person appointed in writing to act in her or his absence.
- B.2 Throughout this agreement, the term "Hospital" means the "St. Joseph's Care Group – St. Joseph's Hospital Site".

ARTICLE C - RELATIONSHIP

C.1 A representative of the Union will be given an opportunity to interview each new nurse during the first three (3) days of her or his orientation period.

The Hospital will advise the Union monthly of the names, addresses and telephone numbers of those who have been hired and the date on which the nurse commenced employment and on request will arrange a place and time once each month for the said interview.

ARTICLE D - HOSPITAL MANAGEMENT RIGHTS

D.1 The Union 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 specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union 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 standard of service, job rating or classification, the scheduling of hours of work, work assignments, methods of doing work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be rendered and the methods, procedures and equipment in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.

D.2 These rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE E - REPRESENTATIVES AND COMMITTEES

E.1 There will be one (1) Nurse Representative for each defined unit in the Hospital, to represent both full-time and part-time nurses. The ONA Local will keep the Hospital notified, in writing, of the names of the Nurse Representatives for each defined unit.

E.2 The Grievance Committee will consist of not more than four (4) nurses, preferably from different departments of the Hospital, to represent both full-time and part-time nurses.

- E.3 The Hospital-Union Committee will consist of four (4) nurses from the Union, to represent both full-time and part-time nurses, an equal number of representatives from the Hospital and a nurse who is the recording secretary.
- E.4 A maximum of four (4) nurses from the Bargaining Unit, to represent both full-time and part-time, will be recognized for the Negotiating Committee in terms of pay.
- E.5 The Professional Development Committee will consist of two (2) representatives from the Bargaining Unit, one (1) of whom is full-time and one (1) of whom is part-time and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.

The terms of reference shall be developed as per Article 9 of the Central Collective Agreement.

ARTICLE F - GRIEVANCE ARBITRATION HEARINGS

- F.1 Arbitrations shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Union and the Hospital.

ARTICLE G - SENIORITY

- G.1 Except in unusual circumstances, every nurse will endeavour to give at least four (4) weeks' notice of termination of her or his employment.
- G.2 The seniority list, as provided for in Article 10.02 Central, will be filed with the Union and posted on the Union bulletin boards on or before January 15th and July 15th of each year and shall be accurate to the end of the last pay period in the preceding month in each case.
- G.3 Full-time Hospital floats and weekend workers shall be considered a separate unit for the purposes of vacation, lay-off, recall and any other provision dealing with seniority rights.

A Hospital float is a registered nurse who is normally scheduled to work anywhere in the Hospital depending upon staffing needs.

A program float is a registered nurse who is normally scheduled to work anywhere within a program in the Hospital.

A program float shall be assigned to a unit within their program where the majority of their shifts are worked for the purposes of vacation, lay-off, recall and any other provision dealing with seniority rights.

ARTICLE H - UNION BUSINESS LEAVE OF ABSENCE

- H.1 No more than five (5) nurses at one time may be absent on Union business leave. Normally, only one (1) nurse from any area or department may be absent on Union

business, however, subject to staffing requirements, appropriate advance notice and availability of replacement personnel, a second nurse may be allowed time off. The number of days off in one (1) year by nurses in the full-time and part-time Bargaining Units will not exceed fifty (50) working days in total.

Except where circumstances do not permit, six (6) weeks advance notice for a leave will be required.

In the event members of the Bargaining Unit are elected to Provincial Committees, including any nurses elected to the position of Local Co-ordinator, additional time off as necessary to attend meetings will be granted. Such leave will be in addition to the fifty (50) days allocated to the Bargaining Unit. Such leave will be restricted to a maximum of two (2) nurses at one time from different departments and such two (2) nurses will be in addition to the maximum number of nurses outlined in paragraph 1 above.

Where a Union leave day is cancelled with forty-eight (48) or more hours' notice, the nurse whose leave was cancelled will be given back her or his tour to work.

H.2 Payment for Bargaining Unit President

It may become necessary for the Hospital Management to meet with the Bargaining Unit President to discuss matters arising out of the administration of the Collective Agreement as well as other labour-management issues.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Hospital will compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

To qualify for such payment, the Bargaining Unit President will submit, at the end of each month, a record of times and dates of these meetings to Human Resources. Payment will be issued on the Bargaining Unit President's next payroll cheque, subject to all applicable taxes. Notwithstanding the above, the Bargaining Unit President may, at the time of submitting the monthly record, request time off in lieu of payment. Human Resources and the Bargaining Unit President's Clinical Manager will consider such request. If approved, then the Clinical Manager and the Bargaining Unit President will mutually agree on when the time will be taken.

ARTICLE I - BULLETIN BOARDS

- I.1
- (a) The Hospital will provide bulletin boards upon which the Union shall have the right, subject to the prior approval of Human Resources, to post notice of meetings, general meeting minutes and such other notices as may be of interest to the nurses.
 - (b) The location of these boards will be:

- (i) cafeteria area (the main corridor into the cafeteria);
 - (ii) nurses' locker rooms;
 - (iii) an eight and one-half inch (8 ½) by fourteen inch (14") space should be provided in each client care area with the mutual agreement of the Clinical Manager and the Union.
- (c) The cafeteria area bulletin board will include a locked plexiglass fronted notice box, with a key for the Union.

I.2 No notice from the Union may be posted unless it bears the signature of an authorized officer of the Union.

ARTICLE J - HOURS OF WORK

J.1 (Full-Time and Part-Time)

If a nurse opts to take her or his accumulated overtime as premium time off with pay, the Hospital will make every effort to give the nurse the time off when she or he requests it. Such time off shall be scheduled at a mutually agreeable time. The maximum allowable accumulation of overtime will be thirty-seven and one-half (37 ½) hours at any one time. The maximum allowable accumulation of overtime and hours accumulated under Article 8.02 will be thirty-seven and one-half (37 ½) at any one time. Overtime hours accrued in excess of thirty-seven and one-half (37 ½) hours will be paid out in the pay period immediately following that in which it was earned. There shall be equitable distribution of standby duty among nurses who normally take standby duty on a rotating basis.

J.2 Scheduling

Normally, the Hospital will schedule according to the following guidelines:

- (a) At least one (1) weekend off in three (3); a nurse will receive premium pay in accordance with the Central Agreement for all hours worked on a third 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 the result of an exchange of shifts with another nurse. Such worked weekend shall not be counted as a worked weekend for premium pay purposes.
- (b) Schedules will be posted no less than four (4) weeks in advance.
- (c) Split tours will not be scheduled.

(d) (Full-Time)

A nurse will be scheduled off at least one (1) period of two (2) consecutive days within a two (2) week period. Failure to do so will result in the nurse being paid one and one-half (1 ½) times her or his regular rate for all hours worked until she or he receives at least two (2) consecutive days off. The provisions of Article J.2 (d) do not apply in situations where the nurse agrees to a call-in or returns from standby. The provisions of Article 14.06 of the Central Collective Agreement apply.

(Part-Time)

A part-time nurse working an average of five (5) tours per week will be scheduled off at least one (1) period of two (2) consecutive days within a two (2) week period. Failure to do so will result in the nurse being paid one and one-half (1 ½) times her or his regular rate for all hours worked until she or he receives at least two (2) consecutive days off. The provisions of Article J.2 (d) do not apply in situations where the nurse agrees to a call-in or returns from standby. The provisions of Article 14.06 of the Central Collective Agreement apply.

- (e) A nurse will be scheduled off for at least five (5) consecutive days at either Christmas (to include December 24th, 25th and 26th) or at New Year's (to include December 31st, January 1st and January 2nd), except in areas where the nursing complement is not normally scheduled to work weekends and paid holidays.

When scheduling time off at Christmas or New Year's, the following will occur:

- (i) a Christmas/New Year's time off request list shall be posted on each unit on or before October 1st in each year;
- (ii) this list will show what the nurse worked the last year and will request the nurse's preference for the current year;
- (iii) the list will come down October 21st;
- (iv) the Hospital will firstly alternate scheduling of Christmas/New Year's time taking into account what was worked the year previously. If the scheduling permits more staff to be off either Christmas or New Year's, the Hospital will look at the holiday request time and schedule off time in accordance with seniority;
- (v) the Christmas/New Year's time will be posted no less than six (6) weeks prior to Christmas.

The scheduling objectives outlined in J.2, other than J.2 (e), may be waived if necessary to provide a workable schedule for the period of December 15th to January 15th.

- (f) A request by a nurse for a change in the posted schedule must be submitted in writing at least fourteen (14) calendar days prior to the date requested, co-

signed by the nurse willing to exchange and approved by the Hospital. Approved requests will be confirmed on "Staffright" within seven (7) calendar days of granting the exchange. Requests for shift exchanges will be considered with less notice in extenuating circumstances. However, they may not be confirmed on "Staffright".

Full-time nurses shall be allowed to exchange scheduled tours with part-time nurses and vice-versa. Shift exchanges between nurses must occur within the posted schedule.

- (g) No less than fifteen and one-half (15 ½) hours will be scheduled off between tour changes without the consent of the nurse. The Hospital will endeavour to schedule no less than forty-eight (48) hours off after night tour. A nurse will be paid premium pay in accordance with Article 14.03 of the Central Agreement for all time worked until fifteen and one-half (15 ½) hours has elapsed since the end of her or his last shift worked if the nurse has not consented to the short change.

- (h) (Full-Time)

A nurse will not normally be scheduled to work more than six (6) consecutive days. If a nurse works in excess of six (6) consecutive days, she or he shall be paid time and one-half for all hours worked until she or he receives at least two (2) days off.

The provisions of Article J.2 (h) do not apply in situations where the nurse agrees to a call-in or returns from standby. The provisions of Article 14.06 of the Central Collective Agreement apply.

(Part-Time)

A nurse will not be scheduled to work more than six (6) consecutive days and the Hospital will endeavour not to schedule her or him more than five (5) consecutive days. A nurse who is scheduled to work more than six (6) consecutive days shall be paid time and one-half for all hours worked in excess of six (6) consecutive days until she or he receives at least forty-eight (48) hours off.

The provisions of Article J.2 (h) do not apply in situations where the nurse agrees to a call-in or returns from standby. The provisions of Article 14.06 of the Central Collective Agreement apply.

- (i) (Full-Time)

If a nurse rotates on day tour and at least one (1) other shift, the Hospital will endeavour to schedule at least fifty percent (50%) of the time worked on day shift. Nurses will not be required to rotate on more than two (2) shifts.

Nurses will normally be scheduled days/evenings or days/nights. For the purpose of calculation of the fifty percent (50%), a six (6) week period will be used.

(Part-Time)

Nurses shall not be required to rotate on more than two (2) shifts. All job postings must indicate days/evenings, days/nights or a permanent shift.

(j) (Full-Time)

The Hospital will develop schedules which will not involve changing tours of duty more than once during the work week.

(k) At least three (3) weeks prior to the posting of the time schedule, a nurse may make a request for specific time off in writing to the Hospital. Such requests shall not be unreasonably denied. The Hospital will respond in writing within two (2) weeks.

(l) The Hospital shall give nurses at least six (6) weeks' notice of any proposal to change scheduling rotations. Any changes made will be agreed upon by the nurses, the Union and the Hospital. The Hospital will consider seniority rights when altering the scheduling rotations.

(m) (Part-Time)

All units will devise a scheduling module for regular part-time nurses which reflects the current number of tours usually worked by each regular part-time nurse and the nurse's regular part-time commitment.

(n) Hours of Work

The normal tour hours are as follows:

(i) For seven and one-half (7 ½) hour tours:

St. Joseph's Care Group Site

0730 – 1530;
1530 – 2330; or
2330 – 0730.

(ii) For extended tours (11.25 tours):

0730 – 1930; or
1930 – 0730.

The Hospital shall give nurses at least six (6) weeks' notice of any change to the normal hours of work. Any change in excess of sixty (60) minutes will be agreed upon by the Hospital, Union and the nurses.

J.3 A weekend shall be defined as at least fifty-six (56) consecutive hours off between the end of her or his tour worked on Friday to the commencement of her or his first scheduled shift on Monday.

J.4 A regular part-time nurse must make the following commitment to be available to be scheduled for work on a regular predetermined basis as referred to in clause 2.05 of

the Central Collective Agreement:

- (a) at least two (2) tours per week;
- (b) at least one (1) weekend in two (2);
- (c) over Christmas or New Year's;
- (d) during eleven (11) months of the year.

The commitment that a regular part-time nurse must make as specified herein is no guarantee that the nurse will be scheduled to work according to this commitment. Further, the simple working of this commitment does not automatically transform a casual nurse into a regular part-time nurse. Other part-time nurses will be casual.

The Hospital shall not schedule a regular part-time nurse in excess of her or his commitment, without the nurse's agreement.

Regular and casual part-time nurses will complete an availability form in writing and submit to the Staffing Office four (4) weeks' prior to the posting of the schedule. This availability will include the nurse's availability to work on other units whose work she or he is able to perform.

J.5

Distribution of Part-Time Available Tours

The Hospital will endeavour to schedule a regular part-time nurse up to her or his commitment in each posted week schedule.

Prior to the Posting of the Schedule

- (a) Until the schedule is posted, shifts available after scheduling full-time nurses will be scheduled for regular part-time nurses as follows:
 - (i) In accordance with the scheduling rotation of each client service area; then
 - (ii) Up to the commitment of each regular part-time nurse in that unit on the basis of seniority; then
 - (iii) When all regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will schedule additional tours for regular part-time and casual nurses on the basis of seniority as follows:
 - (1) Regular part-time nurses in that unit who have indicated their availability to be scheduled for additional tours, to the Hospital, in a manner determined by the Hospital, at least four (4) weeks prior to the posting of the schedule. For clarity, job-sharers may only indicate their availability for any tours which their partner is not currently scheduled on their full-time rotation.
 - (2) Regular part-time nurses in another unit who have indicated

their availability to be scheduled for additional tours in the units where they are qualified, to the Hospital, in writing, at least four (4) weeks prior to the posting of the schedule.

- (3) Casual part-time nurses who have indicated their availability to be scheduled for tours in the units where they are qualified, to the Hospital, in writing, at least four (4) weeks prior to the posting of the schedule.
- (4) If tours are still available, they will be offered to all regular part-time nurses then casual part-time.
- (5) It is understood that the Hospital shall not be required to offer any hours which may result in premium pay.
- (6) When a regular part-time or casual part-time nurse is assigned an additional tour in accordance with the above procedure, she or he must report for the tour unless arrangements satisfactory to the Hospital are made.

Nurses who have not submitted their availability to work additional tours beyond their commitment, need not be offered additional tours prior to the posting of the schedule.

(b) After Posting of the Schedule

- (i) When all regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to nurses on the basis of seniority, subject to the provisions of the Employment Standards Act and the following:
 - (1) Additional tours will be offered as soon as they come available.
 - (2) Regular part-time nurses in that unit.
 - (3) Regular part-time nurses in another unit who have indicated their availability to work.
 - (4) Casual part-time nurses who have indicated their availability to work.
 - (5) If tours are still available, they will be offered to all regular part-time nurses then casual part-time.
 - (6) Nurses on that unit who will be in overtime.
 - (7) Nurses in another unit who will be in overtime.

NOTE: Job-sharers are considered regular part-time for the purposes of extra available work, however, since job-sharers are expected to cover their partner's absences, the job-sharers need not be offered extra work when

their job-share partner is working.

NOTE: For the purposes of Article J.5 (b), the parties agree that full-time seniority dates will be converted to hours in accordance with the conversion formula in the Collective Agreement when seniority lists are revised (2x per year).

- (c) The parties agree that violations of the Local Issues of extra and unscheduled shifts, Article J.5 (b) of the Local Issues Collective Agreement, will be dealt with as follows:

The affected nurse will be offered a shift as an extra at a mutually agreed time. The extra shift will:

- (i) be the same number of hours as the missed opportunity;
- (ii) not result in premium pay unless the missed opportunity would have been a premium pay shift for the affected nurse;
- (iii) the affected nurse working as an extra will not be re-assigned to another unit to replace an absent nurse on the other unit.

Nothing herein requires the Hospital to call in a replacement on any shift where a nurse is working as an extra.

In the event the Hospital is unable or does not comply with the above, the Union reserves the right to grieve under the current Local Issues Collective Agreement.

The parties agree to address the issue during this round of Local Issues negotiations.

J.6

If the Hospital agrees to a job-sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties. There shall be no more than one (1) full-time job-sharing arrangement per unit. When the Hospital receives a request for job-sharing, she or he shall advise the Union before implementing the new job-sharing:

- (a) Job-sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job-sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Clinical Manager of the unit.
- (c) The above schedules shall conform with the full-time scheduling provisions of the Collective Agreement.
- (d) Each job-sharer may exchange shifts with her or his partner, as well as with other nurses as provided by the Collective Agreement.
- (e) The job-sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work

the number of paid holidays that a full-time nurse would be required to work.

(f) Coverage

(i) It is expected that both job-sharers will cover each other's incidental illnesses. If one of the job-sharers is ill, she or he will report her or his illness in accordance with Nursing Policy. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences. Job-sharers are not required to cover their partner during sick leave or vacation. Job-sharers are not responsible for arranging coverage for their position during an absence.

(ii) Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Agreement

In the event that one (1) member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be arranged by the Hospital but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

(g) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(h) An incumbent full-time nurse wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(i) 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 shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she or he is qualified. If she or he does not continue full-time, the position must be posted according to the Collective Agreement.

Discontinuation

(j) Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE K - VACATIONS

K.1 No vacation days may be taken prior to completion of six (6) months continuous service with the Hospital. The vacation entitlement date of a nurse is the

anniversary date of her or his employment.

K.2 (Part-Time)

Each regular part-time nurse shall be entitled to vacation time off without pay based on length of continuous service and in accordance with Article 16 of the Collective Agreement.

K.3 (Part-Time)

The cut-off date for calculating vacation pay on a yearly basis is the date of the last pay period in May. The amount of vacation pay so calculated will be paid to the nurse in June of each year. Where a nurse is going on an extended leave and where the payout of vacation during the period of extended leave may impact on the ability of the nurse to receive remuneration from other sources, the nurse may request her or his vacation payout prior to her or his leave.

- K.4
- (a) The Hospital will endeavour to schedule as a weekend off the weekend prior to a nurse's vacation period.
 - (b) A week of vacation is defined as five (5) days of vacation and two (2) days off (seven (7) consecutive calendar days).
 - (c) A vacation week will start on a Monday.

K.5 The Hospital will post separate full-time and part-time vacation request lists by February 1st of each year and the lists will remain posted until March 15th of each year. Finalized vacation lists will be posted by April 1st of each year. In cases of conflicts in requests, seniority shall be the deciding factor.

Once the finalized vacation lists have been posted, a nurse may request that her or his posted vacation be changed. Such request shall not be unreasonably denied. A nurse may not exercise her or his seniority rights to change this stated period.

Vacation requests made at any other time of year will normally be submitted in writing to the Hospital at least two (2) weeks prior to the posting date of the schedule covering the requested time period. Requests will be considered on a first come first serve basis. Such request shall not be unreasonably denied. The Hospital shall respond in writing regarding the request within one (1) week of its receipt.

K.6 Full-time and part-time vacation request lists will be posted on each unit no later than February 1st. A three hundred and sixty-five (365) day vacation planner will be used. Nurses will make requests for vacation as follows:

- (i) nurses with ten (10) or more years of seniority by February 15th;
- (ii) nurses with five (5) to nine (9) years of seniority by March 1st;
- (iii) nurses with less than five (5) years of seniority by March 15th.

Authorized time off will be posted by April 1st.

- K.7 (a) Vacation credits accrue over a twelve (12) month period. For the purposes of calculating the amount of vacation earned, the vacation entitlement date shall be July 1st of any year.
- (b) Under normal circumstances, all vacation credits earned are taken within the twelve (12) month period following their accrual. All parties agree that all members will be encouraged to take their allotted vacation within the vacation year.
- (c) Failure to take vacation credits in the twelve (12) month period following their accrual will result in the credits being paid out.
- (d) In exceptional circumstances, a nurse may request a carryover of some vacation days to the next year only.

K.8 (a) Nurses Working 7.5 Hour Tours

Normally, at least five (5) days (37.5 hours) of vacation must be taken at any one time. A nurse may, however, take up to five (5) days of her or his vacation in single days.

(b) Nurses Working Extended Tours

Normally, at least three (3) days (33.75 hours) of vacation must be taken at any one time. A nurse may, however, take up to three (3) days of her or his vacation in single days.

ARTICLE L - PAID HOLIDAYS

L.1 The Hospital recognizes the following days as paid holidays:

New Year's Day (January 1 st)	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day (November 11 th)
Easter Monday	Christmas Day (December 25 th)
Victoria Day	Boxing Day (December 26 th)
Canada Day (July 1 st)	
Civic Holiday (1 st Monday in August)	

L.2 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday 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.

L.3 (Full-Time)

Lieu days off will be scheduled at a mutually agreed upon time within the ninety (90) day period immediately following the holiday. In the event the lieu day off is not taken within such time period, the nurse shall be paid for the lieu day.

Nurses shall be allowed to request up to three (3) lieu days off at a time. Requests

for lieu days off shall not be unreasonably denied.

- L.4
- (a) Where a nurse is scheduled to work the Saturday and Sunday of a holiday weekend, the Hospital will endeavour to schedule the nurse to work the paid holiday.
 - (b) Where a nurse is scheduled off on the Saturday and Sunday of a holiday weekend, the Hospital will endeavour to schedule the nurse off on the paid holiday.
 - (c) A nurse shall be given the option of working the paid holiday when it falls within her or his usual rotation, where the shift has not been scheduled in accordance with Article L.4 (a).

ARTICLE M - PRE-PAID LEAVE PLAN

- M.1 The aggregate number of nurses that may be absent at one time from both the full-time and part-time Bargaining Units under clause 11.11 of the Central Agreement is five (5), it being understood that although there is no limit in numbers per nursing unit entering the Plan, no more than one (1) nurse may be absent on pre-paid leave from any one unit at the same time.

ARTICLE N - MISCELLANEOUS

- N.1 The Hospital will notify the President of the Bargaining Unit of the names of all nurses off work due to a work related injury or illness (whether or not the nurses are in receipt of W.S.I.B., benefits) and those on L.T.D., by the 15th of each month.
- N.2 When it has been medically determined that an employee is unable to return to the full duties of her or his 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 Bargaining Unit to discuss the circumstances surrounding the employee's return to work.
- N.3 The Hospital agrees to provide the employee with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board.
- N.4 In the event of an error being made in the calculation of a nurse's earnings causing her or his pay cheque to be short seven and one-half (7 ½) hours pay or more, the Hospital shall, upon request from the nurse, provide the nurse with a make-up cheque within two (2) business days beyond notification to the Hospital of the error.
- N.5 In accordance with Article 10.07 (b) of the Central Collective Agreement, unsuccessful applicants will be notified within two (2) weeks of the filling of a vacancy.

ARTICLE O - EXTENDED TOURS

- O.1 Objective

O.2 To establish extended tours for registered and graduate nurses.
Introduction and Discontinuation of Extended Tours

- (a) Extended tours shall be introduced into any unit when:
 - (i) sixty percent (60%) of the nurses so indicate by secret ballot; and
 - (ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonably arbitrary manner.

- (b) Extended tours may be discontinued in any unit when:
 - (i) fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; or
 - (ii) the Hospital because of
 - (1) adverse affects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) a wish to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue extended tours.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above,:
 - (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 extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

O.3 Trial Period

The parties agree that a trial period for extended tours will be no longer than six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated by both nursing administration and the nurses.

At the end of the trial period, extended tours shall be continued if:

- (i) sixty percent (60%) of the nurses affected so indicate by secret ballot;
- (ii) there is sufficient and suitable staffing complement available to enable extended tours and resultant work schedules to function. The staffing complement deemed sufficient and suitable by the Hospital shall not be unreasonable.

O.4

Scheduling

The following regulations shall govern the scheduling of work for nurses working extended tours:

- (i) under normal circumstances, nurses on extended tours will not be scheduled to work more than three (3) consecutive days and shall not be scheduled to work more than four (4) consecutive days and shall receive every second weekend off. Premiums for time worked on a fifth and subsequent extended tour or the second and subsequent consecutive weekend, shall be paid as provided in Article 14.03, save and except where:
 - (1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (2) such nurse has requested weekend work; or
 - (3) such weekend is worked as the result of an exchange of shifts with another nurse.
- (ii) all other scheduling regulations which apply to nurses working the regular daily tour as provided in Article J.2 of Appendix 5, except J.2 (g).
- (iii) the Hospital will endeavour to schedule no less than forty-eight (48) hours off after the completion of night tours.

O.5

The parties agree that the terms of the Collective Agreement shall apply to those nurses working extended tours, except as amended or modified by this Article.

ARTICLE P - VIOLENCE IN THE WORKPLACE

P.1

(a) Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace.

(b) Violence Policies and Procedures

The Hospital agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to nurses who have faced violence. The policies and procedures shall be part of the nurses' Health and Safety Policy and written copies shall be provided to each nurse. Prior to implementing any changes to these policies, the Hospital agrees to consult with the Union.

(c) Notification to the Union

The Hospital, with the nurse's consent, will inform the Union within twenty-

one (21) days of any nurse who has been assaulted while performing her or his work. Such information shall be submitted, in writing, to the Union as soon as possible.

(d) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Hospital agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

(e) Staffing Levels to Deal with Potential Violence

The Hospital agrees that, where there is a risk of violence, an adequate level of trained nurses should be present. The Hospital recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with potentially violent situations.

(f) Training

The Hospital agrees to provide training and information on the prevention of violence to all nurses who come into contact with potentially aggressive persons. This training will be done during a new nurse's orientation and updated on an annual basis for all nurses.

(g) Support and Counselling

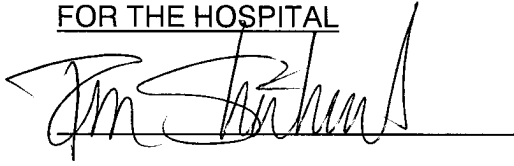
The Hospital and the Union recognize that, where preventive measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

(h) Damage to Personal Property

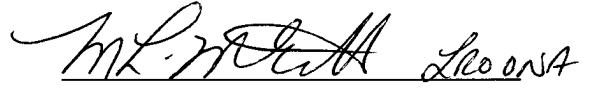
The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her or his work.

DATED at Thunder Bay, Ontario, this 19th day of March, 2009.

FOR THE HOSPITAL



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S CARE GROUP
(hereinafter referred to as the "Hospital")

AND:


ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Union")

RE: PART-TIME BENEFITS

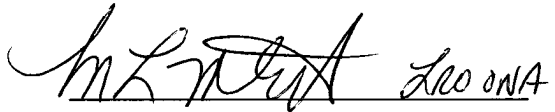
The parties agree to meet during the term of this Collective Agreement to discuss offering part-time benefits as outlined in Article 17.10 of the Central Collective Agreement.

DATED at Thunder Bay, Ontario, this 19th day of March, 2009.

FOR THE HOSPITAL



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S CARE GROUP
(hereinafter referred to as the "Hospital")

AND:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Union")

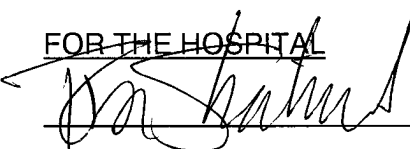
RE: COMPOSITE POSITIONS

It is not the Hospital's intent to convert the full-time vacancies into composite positions. The parties agreed to the creation of "composite positions" on the following basis:

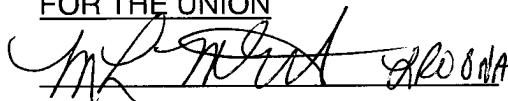
1. The job posting will clearly indicate the units in which the full-time hours will be worked.
2. The nurse in the composite position will be on a master rotation.
3. All hours worked by a nurse in a composite position will be distributed and posted between two (2) distinct nursing units.
4. All provisions of the Collective Agreement, including scheduling regulations, will apply to the composite position.
5. The nurse in the composite position will be assigned the one (1) unit as her or his unit for purposes of vacation, lay-off, recall or any other provision dealing with seniority rights.
6. Prior to the creation of new composite positions, the Hospital will meet with the Union to discuss the new positions.

DATED at Thunder Bay, Ontario, this 19th day of March, 2009.

FOR THE HOSPITAL



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S CARE GROUP
(hereinafter referred to as the "Hospital")

AND:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Union")

RE: WEEKEND WORKER – ARTICLE 13.04

WHEREAS, the weekend schedule is provided for in Article 13.04 of the Central Collective Agreement and;

WHEREAS, the parties agree to establish a weekend schedule;

The parties agree to the following:

Introduction


1. A unit weekend worker schedule may be developed in order to meet the Hospital's need for weekend staff. Positions will be posted in accordance with Article 10.07.
2. The filling of such positions will not result in the lay-off of any full-time or regular part-time nurse.
3. For the purposes of vacation scheduling, the weekend worker will not be included in the unit vacation roster.

Discontinuation

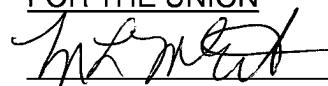
Either the Hospital or the Union may discontinue the unit weekend schedule with five (5) months' written notice. Within two (2) weeks of receipt of such notice, a meeting will be held between the parties to discuss discontinuation. It is understood such discontinuation shall not be unreasonable or arbitrary. The affected nurse shall be laid off in accordance with Article 10.09.

DATED at Thunder Bay, Ontario, this 19th day of March, 2009.

FOR THE HOSPITAL



FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S CARE GROUP
(hereinafter referred to as the "Hospital")

AND:

ONTARIO NURSES' ASSOCIATION
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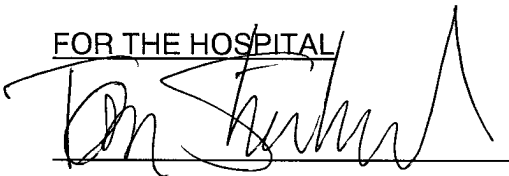
RE: CASUAL PART-TIME NURSES

Casual part-time nurses who have not worked in a six (6) month period will be placed on an "inactive list" and not called for available work. In order to be considered for available work, the casual part-time nurse must indicate her or his availability in accordance with Article J.5.

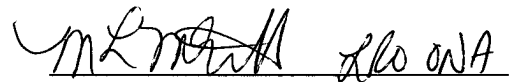
A casual part-time nurse who is placed on the inactive list who has not indicated her or his availability and has not worked within the following six (6) months will be terminated.

DATED at Thunder Bay, Ontario, this 19th day of March, 2009.

FOR THE HOSPITAL



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S CARE GROUP
(hereinafter referred to as the "Hospital")

AND:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Union")

RE: VACATION

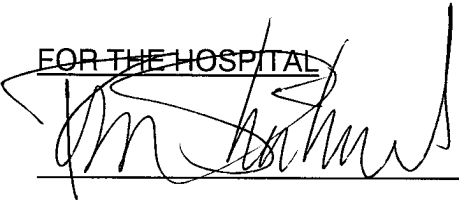
The parties agree that the Hospital will trial the vacation week commencing on any day of the week for the 2007 vacation year.

Based on this trial period, the Hospital will decide at its sole discretion no later than October, 2007, whether to continue this practice or revert back to Article K.4 (c) of the Local Agreement.

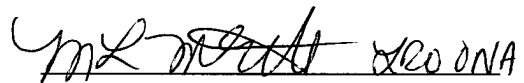
The Hospital will review and revise vacation guidelines as necessary to accommodate this trial period. Any revisions will be communicated with the Union.

DATED at Thunder Bay, Ontario, this 19th day of March, 2009.

FOR THE HOSPITAL



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S CARE GROUP
(hereinafter referred to as the "Hospital")

AND:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Union")

RE: VACATION REQUESTS

The parties agree to suspend Local Article K.6 and continue to trial the request procedure listed below. The parties further agree to discuss this issue in the next round of Local Issues negotiations.

Full-time and part-time vacation request lists will be posted on each unit two (2) times a year. The process to request vacation will be as follows:

1. For the time period from June 15th to December 14th, the vacation request list will be posted on each unit no later than February 1st. Nurses will make requests for vacation as follows:

- (a) Nurses with ten (10) or more years of seniority by February 15th;
- (b) Nurses with five (5) to nine (9) years of seniority by March 1st;
- (c) Nurses with less than five (5) years of seniority by March 15th.

Authorized time off will be posted by April 1st.

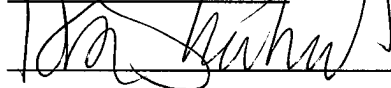
2. For the time period from January 16th to June 14th, the vacation request list will be posted on each unit no later than September 1st. Nurses will make requests for vacation as follows:

- (a) Nurses with ten (10) or more years of seniority by October 1st;
- (b) Nurses with five (5) to nine (9) years of seniority by October 8th;
- (c) Nurses with less than five (5) years of seniority by October 15th.

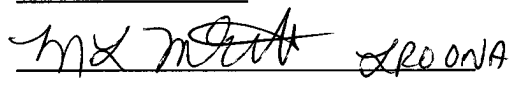
Authorized time off will be posted by October 31st.

DATED at Thunder Bay, Ontario, this 19th day of March, 2009.

FOR THE HOSPITAL



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S CARE GROUP
(hereinafter referred to as the "Hospital")

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ONTARIO NURSES' ASSOCIATION
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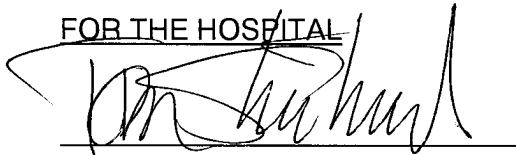
RE: REQUESTS FOR TIME OFF DURING BLACKOUT PERIOD

Requests for time off due to extenuating circumstances during the period of December 15th to January 15th shall be submitted to the Manager at the time when the Christmas/New Year's time off request list is posted. Where the Manager is able to grant the request for time off, the granting of such time off will be determined on the basis of seniority.

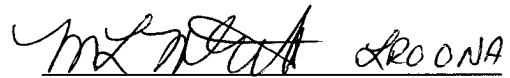
The granting of such leave will be at the sole discretion of the Hospital.

DATED at Thunder Bay, Ontario, this 19th day of March, 2009.

FOR THE HOSPITAL



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S CARE GROUP
(hereinafter referred to as the "Hospital")

AND:

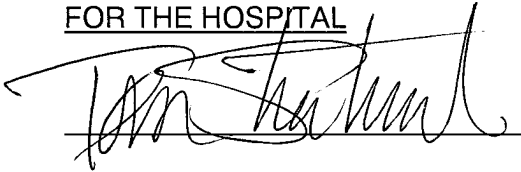
ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Union")

RE: PAID HOLIDAYS

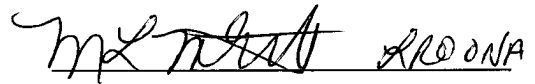
This letter will confirm the parties agree that a full-time nurse shall be given the option of working a paid holiday when it falls within her or his usual rotation and where the shift has been scheduled and the Hospital requires someone to work it. Requests to work the paid holiday must be submitted in writing at least two (2) weeks in advance of the posting of the schedule.

DATED at Thunder Bay, Ontario, this 19th day of March, 2009.

FOR THE HOSPITAL



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN:

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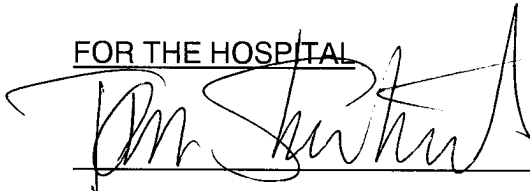
RE: REGULAR PART-TIME NURSES PICKING UP SUMMER SHIFTS

The parties agree that available shifts for the summer will be posted and that regular part-time nurses will have the opportunity to select available shifts prior to assigning shifts to temporary summer relief.


Specific dates for posting available shifts will be discussed at a Union-Hospital meeting.

DATED at Thunder Bay, Ontario, this 19th day of March, 2009.

FOR THE HOSPITAL



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S CARE GROUP
(hereinafter referred to as the "Hospital")

AND:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Union")

RE: RENEWAL OF LOCAL ISSUES

The parties agree that Appendices 3, 4 and 5 of the Local Issues expiring on March 31, 2008, will be renewed for a (3) year term and will expire on March 31, 2011.

DATED at Thunder Bay, Ontario, this 19th day of March, 2009.

FOR THE HOSPITAL



FOR THE UNION

