

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, 2020

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**APPENDIX 3****ST. JOSEPH'S CARE GROUP**

<b>REGISTERED NURSE</b>			
	Effective April 1, 2018		Effective April 1, 2019
Start	\$32.66		\$33.23
1 Year	\$32.81		\$33.39
2 Years	\$33.36		\$33.94
3 Years	\$35.00		\$35.62
4 Years	\$36.66		\$37.30
5 Years	\$38.72		\$39.40
6 Years	\$40.80		\$41.52
7 Years	\$42.89		\$43.64
8 Years	\$45.94		\$46.75
25 Years	\$46.76		\$47.57
<b>NURSE WITH A TEMPORARY REGISTRATION</b>			
Start	\$31.70		\$32.25
1 Year	\$31.81		\$32.37
<b>REGISTERED NURSE EXTENDED CLASS</b>			
Start	\$54.49		\$55.44
1 Year	\$55.04		\$56.00
2 Years	\$55.61		\$56.58
3 Years	\$56.14		\$57.12
4 Years	\$56.71		\$57.70
8 Years	\$57.28		\$58.28
25 Years	\$57.86		\$58.87

**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 (1<sup>st</sup> Monday in August)  
Boxing Day (December 26<sup>th</sup>)  
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 23<sup>rd</sup> 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

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 26<sup>th</sup> 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 26<sup>th</sup> 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 26<sup>th</sup> 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 26<sup>th</sup> 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 "President and CEO" 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, 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 - Association 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.

E.6 Joint Occupational Health and Safety Committee

The Hospital will recognize 1 bargaining unit employee(s) of the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

**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 local Intranet in the HR section on or before January 15<sup>th</sup> and July 15<sup>th</sup> of each year and shall be accurate to the end of the last pay period in the preceding month in each case. An electronic copy of same will be forwarded to the Labour Relations Officer.

- 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 – UNION BOARDS

- I.1 (a) The Hospital will provide union clipboards 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 union clipboards will be provided in each client care area, at a location mutually agreed upon by the Clinical Manager and 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 seventy-five (75) hours at any one time. The maximum allowable accumulation of overtime and hours accumulated under Article 8.02 will be seventy-five (75) at any one time. Overtime hours accrued in excess of seventy-five (75) 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 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>) or at New Year's (to include December 31<sup>st</sup>, January 1<sup>st</sup> and January 2<sup>nd</sup>), 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 September 1<sup>st</sup> 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 September 21<sup>st</sup>;
- (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;
- (vi) nurses may exchange shifts in accordance with J.2 (f) in order that they may either have both Christmas and New Year's periods off or, if they wish, to work both the Christmas and New Year's periods.

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 15<sup>th</sup> to January 15<sup>th</sup>.

- (f) A request by a nurse for a change in the posted schedule must be submitted in writing at least fourteen (14) calendar days and no more than six (6) weeks 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.

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.

(o) For the purposes of Article 14.10 (shift premium), the evening shift is defined as the hours of work between 1530 and 2330 hours.

For the purposes of Article 14.10 (shift premium), the night shift is defined as the hours of work between 2330 and 0730 hours.

For the purposes of Article 14.15, the weekend premium is payable for all hours worked between Friday 2330 hours to Sunday 2330 hours.

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.

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 percentage of vacation pay so calculated will be paid to the nurse on each pay-cheque.

K.4 A maximum of three (3) weeks of vacation may be requested during the period June 15 to September 15.

A week of vacation is defined as seven (7) consecutive calendar days commencing on a Monday.

K.5 The Hospital will post separate full-time and part-time vacation request lists by February 1<sup>st</sup> of each year and the lists will remain posted until March 15<sup>th</sup> of each year. Finalized vacation lists will be posted by April 1<sup>st</sup> 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 two (2) times a year. The process to request vacation will be as follows:

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

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

Authorized time off will be posted by April 1<sup>st</sup>.

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

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

Authorized time off will be posted by October 31<sup>st</sup>.

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 1<sup>st</sup> 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

During the period June 15 to September 15, normally a week of vacation, at least five (5) days (37.5 hours), 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

During the period June 15 to September 15, normally a week of vacation, at least two (2) days (22.5 hours), 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.

## **ARTICLE L – PAID HOLIDAYS**

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

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

L.5 Written requests to take lieu days must be presented to the nurses' Supervisor. Such requests will be approved or denied within ten (10) calendar days.

#### **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 15<sup>th</sup> 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

To establish extended tours for registered and graduate nurses.

## O.2 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 which may cause, or which may be reasonably interpreted as intended to cause, or to place a person at risk of physical or psychological injury will be condoned in the workplace. Nurses will immediately report incidents of workplace violence to the immediate supervisor. The supervisor will investigate all complaints or incidents of violence and take every precaution reasonable to rectify the situation.

### (b) Violence Policies and Procedures

The Employer agrees to have in place formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies and procedures are posted on the Local iNtranet and each nurse will be made aware of the iNtranet at orientation. Prior to implementing any changes to these policies, the employer agrees to consult with the Union.

### (c) Notification to the Union

The Employer will inform the Joint Health and Safety Committee and the Union in writing within three (3) days of any employee who has been

assaulted while performing her/his work.

(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 Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence within the workplace.

(e) Staffing Levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees should be present. The Employer 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 employees on potentially aggressive persons. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(g) Support and Counselling

The Employer and the Union recognize that, where preventative 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 Employer 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.

**ARTICLE Q – MODIFIED WORK/RETURN TO WORK PROGRAMS**

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful and physically and psychologically safe for them and valuable to the Hospital and to meeting the parties' responsibilities under the law.

The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

Upon request the Hospital will provide the Bargaining Unit President of the names of all employee(s) off work due to a work related injury and those on L.T.D., STD (for greater than 30 days) and WSIB.

Return to Work Plan

When it has been medically determined that an employee is ready to return to work the Hospital will meet with the affected employee and their union representation, if the employee so chooses. The purpose of the meeting will be to determine the circumstances surrounding the employee's return to work and to create a return to work plan if required.

**ARTICLE R – ELECTRONIC GRIEVANCE FORMS**

- R.1 The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement.
- R.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- R.3 Electronic grievances may be sent via e-mail to the applicable Manager and copied to Human Resources or the identified designate.
- R.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- R.5 The Union undertakes to get a copy of the electronic version signed by the grievor.
- R.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to Mediation or Arbitration.

**ARTICLE S – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

- S.1 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
- S.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- S.3 Electronic PRWRFs may be sent via e-mail to the applicable Manager or designate.
- S.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- S.5 The Union undertakes to get a copy of the electronic version signed by the nurses.
- S.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.



DATED at Thunder Bay, Ontario, this 2<sup>nd</sup> day of October, 2018.

FOR THE HOSPITAL

“Karie Ortgiese”

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FOR THE UNION

“Chris Cormier”

“Donna Leonzio”

“Robert Arpin”

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**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 2<sup>nd</sup> day of October, 2018.

FOR THE HOSPITAL

FOR THE UNION

"Karie Ortgiese"

"Chris Cormier"

\_\_\_\_\_

"Donna Leonzio"

\_\_\_\_\_

"Robert Arpin"

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**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 2<sup>nd</sup> day of October, 2018.

FOR THE HOSPITAL

FOR THE UNION

"Karie Ortgiese"

"Chris Cormier"

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"Donna Leonzio"

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"Robert Arpin"

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**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: REQUESTS FOR TIME OFF DURING BLACKOUT PERIOD

Requests for time off due to extenuating circumstances during the period of December 20<sup>th</sup> to January 5<sup>th</sup> 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 2<sup>nd</sup> day of October, 2018.

FOR THE HOSPITAL

"Karie Ortgiese"

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\_\_\_\_\_

FOR THE UNION

"Chris Cormier"

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"Robert Arpin"

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**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: MENTOR SELECTION**

In conjunction with Article 9.08 (c) and Appendix 7, the parties agree to the following selection process for nurses interested in being assigned a formal mentorship role.

At least seven (7) days before the commencement of a mentoring arrangement, an Expression of Interest regarding Mentorship Program will be distributed to the nurses by the Unit Manager on all units. Nurses interested in participating in the formal mentoring arrangement will indicate their interest in writing to their Unit Manager.

Interested nurses shall be selected for mentor positions at the discretion of the Hospital. At the request of any nurse, the Unit Manager will discuss with any unsuccessful candidate ways in which she or he may be successful in the future.

It is understood that a nurse can only be involved in one (1) mentorship arrangement at a time.

DATED at Thunder Bay, Ontario, this 2<sup>nd</sup> day of October, 2018.

**FOR THE HOSPITAL**

“Karie Ortgiese”

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\_\_\_\_\_

**FOR THE UNION**

“Chris Cormier”

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“Robert Arpin”

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**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: REGULAR PART-TIME NURSES PICKING UP SUMMER SHIFTS

The parties agree that available shifts for the summer shall be posted and that regular part-time nurses on the unit shall have the opportunity to select available shifts prior to assigning shifts to temporary summer relief. After shifts have been assigned to temporary summer relief, any remaining available shifts shall be offered to regular part-time nurses hospital wide and then casual nurses.

DATED at Thunder Bay, Ontario, this 2<sup>nd</sup> day of October, 2018.

FOR THE HOSPITAL

"Karie Ortgiese"

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\_\_\_\_\_

FOR THE UNION

"Chris Cormier"

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"Robert Arpin"

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**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: PROVIDING AVAILABILITY WHILE ON VACATION

The parties have agreed to the importance of vacation entitlement and time off periods. Further, the parties agree:

1. That nurses who wish to be available for overtime shifts while on vacation shall inform the Manager in writing at the time vacation is requested.
2. Where an overtime shift becomes available and a nurse has indicated her accessibility while on vacation, the Hospital agrees to offer the shift after the shift has been offered to nurses on another unit who will be in overtime (Article J.5 (b) (i) (6) of the Local Agreement).
3. It is understood that nothing in this agreement requires the Hospital to offer any hours which may result in premium pay.

DATED at Thunder Bay, Ontario, this 2<sup>nd</sup> day of October, 2018.

FOR THE HOSPITAL

FOR THE UNION

"Karie Ortgiese"

"Chris Cormier"

\_\_\_\_\_

"Donna Leonzio"

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"Robert Arpin"

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