

LOCAL ISSUES

To The:

COLLECTIVE AGREEMENT

Between:

ST. JOSEPH'S CONTINUING CARE CENTRE
(Hereinafter referred to as the "Employer")

And:

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

Expiry Date: March 31, 2020

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APPENDIX 3**SALARY SCHEDULE – FULL-TIME AND PART-TIME****REGISTERED NURSE**

	<u>Effective April 1, 2018</u>	<u>Effective April 1, 2019</u>
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

CLINICAL LEADER

	<u>Effective April 1, 2018</u>	<u>Effective April 1, 2019</u>
Start	\$34.38	\$34.99
1 Year	\$34.48	\$35.08
2 Years	\$34.70	\$35.31
3 Years	\$36.39	\$37.03
4 Years	\$38.45	\$39.12
5 Years	\$40.26	\$40.96
6 Years	\$42.43	\$43.17
7 Years	\$44.61	\$45.39
8 Years	\$47.77	\$48.61
25 Years	\$48.61	\$49.46

APPENDIX 5

LOCAL ISSUES

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all Registered Nurses and nurses with a temporary certificate of registration employed by St. Joseph's Continuing Care Centre engaged in a nursing capacity, save and except supervisors and persons above the rank of supervisor.

Clarity note: For the purpose of the above bargaining-Association description, a supervisor will be excluded from the bargaining unit if she/he exercises managerial functions, as per subsection 1(4) of the Labour Relations Act, 1995.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association recognizes that the management of the Hospital and the direction of working forces, are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by the provision of this Agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend, or otherwise discipline nurses, provided that a claim of discharge, suspension or other discipline without just cause may be 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 hours of work, work assignments, methods of doing the work and the working establishment for the service
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment 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.

B-2 It is agreed that the Hospital may exercise any of the rights, powers and functions or authorities which the Hospital had prior to the signing of this Agreement, except those rights, powers, functions, or authority which are abridged or modified by this Agreement and these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION INTERVIEW

- C-1 The interview referred to in Article 5.06 shall take place during the orientation period. The Hospital will advise the Association directly of the name and unit of any new member which has been hired.
- C-2 Wherever possible, the Hospital will provide the Association with seven (7) days notice of interview time and/or day.

ARTICLE D - ASSOCIATION REPRESENTATION

D-1 Negotiating Committee

The Negotiating Committee will be comprised of not more than two (2) nurses representing both full-time and part-time bargaining units. These numbers are exclusive of the Bargaining Unit President.

D-2 Grievance Committee

The Grievance Committee will consist of two (2) representatives. The Association will identify a representative who, if she attends grievance meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in grievance meetings. Such hours are invisible for the purposes of determining premium.

D-3 Labour Management Committee

The Association-Hospital Committee will be comprised of two (2) members. The Association members and the President will, if they attend meetings on their day off, receive pay at straight time or time in lieu where possible for hours spent in meetings. Such hours are invisible for the purposes of determining premium.

D-4 Professional Development Committee

- (a) A professional development committee shall be established in accordance with article 9.02 of the Central Collective Agreement between the parties.
- (b) The committee will be comprised of an equal number of Association and Hospital members.
- (c) The parties shall meet as often as the parties mutually agree is necessary but in any case no less often than quarterly.
- (d) If and when the Hospital establishes a Communities of Practice committee, the Association representatives of the professional development committee may participate in that committee.

D-5 Other Committees

In recognition of the valued contribution of Association participation on Hospital sanctioned committees, the Association and the Hospital may identify

committees other than those above (under Article D). In the event the committee work occurs on a nurse's day off, the nurse will receive pay at straight time, or time in lieu where possible, for hours spent in committee work. Such hours will be invisible for the purposes of determining premium.

D-6 Return to Work of Disabled Workers

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

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

- (a) A joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One of the Association representatives will be recognized as co-chair. The Committee will meet at the call of the Chair (s). The Association co-chair, if she/he attends RWC meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in RTW meetings. Such hours are invisible for the purposes of determining premium.
- (b) The Hospital will provide an updated quarterly list of information to the (RWC) including the following:
 - i) nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits
 - ii) nurses absent from work because of disability who are in receipt Long Term Disability benefits
 - iii) nurses who have been absent from work because of disability for more than 23 months
 - iv) nurses who are currently on a temporary modified work program
 - v) nurses who are currently permanently accommodated in the workplace
 - vi) nurses who require temporary modified work
 - vii) nurses who require permanent accommodation in the workplace.
- (c) A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of her ability to return to work including information regarding any restrictions.
- (d) When a returning nurse is in need of a permanent accommodation the Hospital will notify the RWC co-chairs and will provide to them the information obtained under (c) above.

- (e) As soon as practicable the co-chairs or their designates will meet with the affected nurse and the manager to create and recommend a return to work plan.
- (f) In creating a return to work plan, the committee and the manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
 - i) original position
 - ii) original unit
 - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement
 - iv) alternate positions outside the original unit.
- (g) In creating a return to work plan, the committee will consider the nurse's abilities and accommodation needs, and if she is unable to return to work in accordance with article (f) above, the committee will identify any positions in the Hospital in which the nurse may be accommodated.
- (h) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under article (b) (vii) above.
- (i) The parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with articles (f) and (g) and (h) above, they must balance additional factors including in no particular order:
 - i) skills, ability, and experience
 - ii) ability to acquire skills
 - iii) path of least disruption in the workplace
 - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce
 - v) seniority.
- (j) When more than one nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in articles (f), (g), (h) and (i) are relatively equal, seniority shall govern.
- (k) The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.
- (l) The committee will develop and recommend strategies for:

- i) integrating accommodated workers back into the workplace
- ii) educating nurses about the legal, personal, organizational aspects of returning disabled workers to work.

(m) Alternative Placements

- i) Before posting, the Occupational Health and Safety Consultant or designate will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with article (f).
- ii) If a vacancy is identified as suitable for accommodation purposes, the Occupational Health and Safety Consultant may recommend holding the posting and convene a meeting of the RWC as soon as possible to determine:
 - A) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse
 - B) whether the posting of the position under the Collective Agreement between the parties may be waived
 - C) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.
- iii) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- iv) The parties may agree to a written agreement for temporary accommodations of extended duration.
- v) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
 - A) the nurse is permanently accommodated in another position or arrangement
 - B) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future
 - C) the Hospital may elect to fill the disabled nurse's home position by posting a temporary to permanent vacancy.

- 1) In so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement.
 - 2) If and when it is confirmed that the disabled nurse cannot return to her original position, the position may be offered to the incumbent on a permanent basis.
 - 3) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
- D) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

D-7 Scheduling Advisory Working Group

A scheduling Advisory Working Group will provide a forum for the parties to take a pro-active approach to identifying creative alternatives to scheduling issues.

- (a) The purpose of the group shall be to act in an advisory capacity and to recommend solutions to scheduling issues that can not be resolved at the unit level.
- (b) The Working Group shall be comprised of equal representation from the Association and Management. There will be two (2) members from ONA, selected by ONA and two (2) members representing the Hospital selected by the Hospital. The ONA representatives will be paid to attend working group meetings in accordance with Article D-7 of the Collective Agreement. The individual unit manager and a unit representative, as selected by the nurses on the affected unit, will be invited to attend working group meetings on an ad hoc basis to address specific unit scheduling concerns that have been identified.
- (c) Where scheduling violations are identified and unable to be resolved at the unit level, the schedule will be forwarded to the Scheduling Advisory Working Group for review.
- (d) The Working Group will meet no later than two (2) weeks prior to the posted schedule due date to assist Managers. The Working Group will meet no later than two (2) weeks after the posted schedule to assist with resolving outstanding scheduling issues not resolved at the unit level.
- (e) The Working Group shall initially determine its terms of references and procedure for dealing with and making recommendations on scheduling matters.
- (f) It is understood that Nursing Unit Managers continue to reserve their right to make all decisions on all scheduling matters.

D-8 Paid Professional Development Leave

- (a) The Hospital shall endeavour subject to pre-approval, to allow each nurse one (1) day paid for approved professional development activities per calendar year.
- (b) To qualify for time in a professional development program, the nurse shall provide the Hospital with proof of attendance and/or proof of completion of the approved professional development program.
- (c) Pay shall be a regular rate for the hours of attendance in a professional development program and shall not generate premium pay.
- (d) The nurse shall be responsible for the cost of the professional development program.

ARTICLE E - SENIORITY

- E-1 Seniority accrual determination shall be as of the last pay period ending date prior to March 31st and September 30th in each year.
- E-2
- (a) Seniority lists referred to in Article 10.02 shall be posted within four (4) weeks of the dates listed in E-1. Seniority lists will be posted on the Hospital intranet system and or the Association bulletin board Nurses shall have thirty (30) days to dispute the initial seniority list. A final list will be posted no later than four (4) weeks after the thirty (30) day deadline.
 - (b) Seniority changes will impact the next posted schedule following the final seniority list.
- E-3 For the purposes of short term or long term layoffs under Article 10 of the central Collective Agreement, a current seniority list will be produced.

ARTICLE F - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

- F-1 Leave of Absence for Association Business referred to in Article 11.02 will be granted provided the number of nurses on such leave does not exceed one (1) from any nursing unit at any one time, unless otherwise mutually agreed. The total time of absence of all nurses granted under this clause shall not exceed an aggregate of fifty (50) days in a calendar year. The Association will endeavour to request leave two (2) weeks prior to the schedule in which the leave falls. Where less than two (2) weeks notice is given, the Hospital will endeavour to grant the leave. In calculating the above fifty (50) day aggregate leave, any time spent by a nurse who is a member of the Board of the Ontario Nurses' Association, in attending Board meetings, shall not be included. It is understood this exclusion shall be limited to one nurse in the Hospital.

A nurse who has a scheduled day off on a day that she is required to attend an Association function, will if she so requests, and where possible be granted an alternate day off without pay, providing she has given as much notice as possible and no less than two (two) weeks' notice. The original scheduled day off will then be treated as a leave of absence for Association business under 11.02.

ARTICLE G - HOURS OF WORK

G-1 A relief period, in accordance with the Central Collective Agreement, will be allowed during the first and second half of each shift.

G-2 There is no requirement to remain on the premises during the unpaid meal break. The Hospital is to arrange meal break coverage whenever possible. In the event that the nurse is required by the Hospital to remain on the premises she/he will be paid straight time for the unpaid portion of the shift. If required to stay on the unit the nurse will be paid in accordance with article 14.03. The unpaid portion of an 11.25-hour shift is 45 minutes total and in a 7.5 hour shift is 30 minutes total.

G-3 Day shift is the first shift of the day.

G-4 Shift Definitions

Day shift is defined as being when the majority of hours fall between 0730 and 1530 hours.

Evening shift is defined as being when the majority of hours fall between 1530 and 2330 hours.

Night shift is defined as being when the majority of hours fall between 2330 and 0730.

The noted definitions apply:

(a) when determining shift premium applications as set out in Article 14.10 of the central agreement and

(b) when determining the displacement of staff in accordance with Article 10.08 (a).

G-5 (a) Where full-time nurses are working seven (7) seven and one-half (7-1/2) hours, they will have a choice of days and evenings or days and nights.

(b) At least fifty percent (50%) of the full-time nurse's shifts shall be on the day shift when mathematically feasible.

(c) The Hospital will make efforts to ensure pre-scheduled day shifts are shared equally where practicable amongst part-time nurses on a unit.

(d) A nurse will be granted permanent evenings or night shifts upon request, where possible, at the Hospital's discretion.

G-6 Commitment – Part-Time

A regular part-time nurse must be available to work at least forty-five (45) hours per two (2) week pay period. When additional hours are available at the point of developing the schedule, nurses will be pre-booked for additional hours in accordance with Article H (Scheduling Regulations) unless they request otherwise. When additional hours are available following the posting of the schedule additional hours will be offered to all nurses in accordance with Article

H (Scheduling Regulations) unless they request otherwise. Such requests must be submitted in writing by September 1st of each year and will cover a twelve (12) month period beginning on October 1st.

ARTICLE H - SCHEDULING REGULATIONS – FULL-TIME AND PART-TIME

H-1 Principles of Scheduling

- (a) Schedules will be posted four times per year, two (2) weeks in advance of the pay periods commencing with the first pay period of June, December, March and the second pay period of September.
 - i) Any anticipated delay or change in the duration will be discussed in advance and agreed upon by the Association and the manager of the unit.
- (b) Master rotations will not be changed without discussion outlining the reasons and timeframes for the change between the Manager and the staff of the unit.

If more than one (1) option is available, the schedules will be posted for two (2) weeks for voting purposes only. If more than one (1) option is available, nurses will vote by secret ballot, to determine which schedule will be implemented. Of the nurses who vote, the option that receives the majority of the votes will be implemented.
- (c) Requests for specific days off are to be submitted, in writing, at least two (2) weeks in advance of the posting of the schedule. Such requests will not be unreasonably denied.

H-2

- (a) The Hospital agrees that it will not pre-schedule a nurse to work a requirement for more than seven (7) seven and one-half (7-1/2) hour consecutive shifts or three (3) consecutive extended shifts or premium pay will apply.
- (b) A period of at least sixteen (16) consecutive hours will be scheduled off between shifts worked by the nurse to prevent short changes on seven and one-half (7-1/2) hour shifts and twelve (12) hours for extended shifts or premium pay will apply.
- (c) Nurses who are working a combination of seven and one half (7 ½) and twelve (12) hour shifts follow the twelve hour shift language.
- (d) A shift is defined as a day, evening or night in accordance with Article G (Hours of Work). A short change, as per H (2) (b), does not apply if scheduling or offering a like shift regardless of the start time of the shifts.
- (e) When a nurse works twelve (12) hour shifts and must stay to work overtime and does not receive ten (10) hours off between the end of the overtime and the start of her next shift, she will receive premium pay for all hours worked on that next shift.

- (f) When a nurse works seven and one half (7.5) hour shifts and must stay to work overtime and does not receive fourteen (14) hours off between the end of the overtime and the start of her next shift, she will receive premium pay for all hours worked on that next shift.
- (g) There shall be no single days off prescheduled for full-time nurses unless mutually agreed.
- (h) A full-time nurse who normally rotates on shifts shall not be scheduled to work more than two (2) consecutive weeks on any one shift without her consent.

H-3

Weekend Work

(a) Definition of a Weekend

A weekend is defined as at least fifty-six (56) consecutive hours off. The Hospital will endeavour to schedule the nurse on the day shift of the Friday prior to her weekend off. Whenever master rotations will allow, a sixty-four (64) hour weekend may be scheduled.

- (b) For full-time and part-time, six (6) weekends out of twelve (12) weekends shall be scheduled off for nurses working seven and one half (7½) hour shifts and every other weekend off for nurses working extended shifts.

H-4

Third Weekend Premium

A nurse will receive appropriate premium pay in accordance with Article 14.03 for all hours worked on a third and subsequent consecutive weekend, save and except where:

- (a) such weekend had been worked by a nurse to satisfy specific days off required by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as in accordance with Article H-8.

H-5

Distribution of Part-time Hours BEFORE Posting of Schedule

- (a) The Hospital agrees to schedule regular part-time nurses on an equal basis up to the regular part-time commitment on the basis of seniority on the posted schedule for that unit.
- (b) Once all regular part-time nurses have been given the opportunity to work up to the regular part-time commitment, extra hours will then be offered to regular part-time nurses on the basis of seniority until the senior regular part-time nurse has the number of shifts she wishes or is in an overtime position. The remaining available shifts will be offered to the next senior regular part-time nurse in the same manner and so on.
- (c) Additional shifts will be offered to job sharers only after all regular part-time employees on that unit have been offered the work.

H-6

Offering Extra Hours AFTER Posting of Schedule (Call-Ins)

- (a) Extra hours will be offered as soon as possible when they become available.
- (b) When full-time hours become available as identified in Article 10.07 (d) and those hours are expected to exceed 14 calendar days, that vacancy will be filled in accordance with article 10.07 (d).
- (c) In offering extra hours, a notation is to be made on the schedules as to any attempts to reach a nurse at home, refusal, answering machines, etc. A reasonable attempt is to be made to reach a nurse; however, if after a call is made to a primary number and the nurse is not available or not reached, depending on the urgency/time of day, etc., the next nurse is tried until the shift is covered.
- (d) If the Hospital should obtain the appropriate technology to support greater flexibility in offering shifts either party may give notice of desire to negotiate a new process.
- (e) Refusals, cancellations and sick calls will not count towards the bi-weekly count of hours when additional hours are being offered.

H-7

Order of Offering Extra Hours AFTER schedule posted

- (a) After posting of the schedule, available hours will be offered subject to:
 - i) A nurse in a premium position may be skipped to offer the hours to a nurse, in the order set out below, who is not in a premium position.
 - ii) A fourth consecutive extended shift may be offered with no premium attached.
- (b) In the event that nurses are scheduled below commitment (45 hours), regular part-time nurses with the least number of hours in a pay period will be first offered additional hours. Should nurses have the same number of hours below commitment, seniority will be the determining factor.
- (c) Once all regular part-time nurses have been given the opportunity to work up to the regular part-time commitment, extra hours will then be offered to regular part-time nurses on the basis of seniority until the senior regular part-time nurse has the number of hours she wishes or is in an overtime position.
- (d) Once regular part-time nurses in the unit have been offered the number of hours he/she wishes or is in a premium position the remaining extra hours may be offered to:
 - i) job sharing nurses, in order of seniority
 - ii) casual workers in order of seniority.

(e) Offering Premium Hours

The parties agree with the condition that a nurse in an enhanced premium position may be skipped. A nurse in an “enhanced” premium position is a nurse who is in a position of potentially gaining more than a single premium shift.

(f) Premium hours will be offered on the basis of seniority in the following manner:

- i) regular part-time nurses
- ii) job-sharers
- iii) casual nurses
- iv) full-time nurses.

(g) Missed Shifts

Should a nurse be inadvertently missed on a call-in shift, he/she will be offered the next available shift that he/she is able to work.

H-8

(a) Mutual Shift Exchange (MSE)

Mutual shift change (MSE) is defined as trading of an agreed upon number of hours between two (2) nurses after the schedule is posted.

- i) An MSE producing more than ten (10) consecutive days off during primetime will not ordinarily be approved.
- ii) MSE hours worked in a pay period count, in the total hours worked, when additional shifts are offered.
- iii) MSE hours worked in the pay period count towards premium pay only if the Hospital offers the nurse an additional shift and the total hours worked exceed seventy-five (75) hours.
- iv) MSE hours will not lead to premium pay either in or outside the pay period in which the exchanged shift is worked.
- v) MSEs require prior approval by the manager or delegate. Requests for MSEs must be made at least three (3) days prior to the exchange.

(b) Leave of Absence (LOA)

Leave of Absence (LOA) is defined as a request for time off without pay.

An LOA will count when additional hours are being offered.

An LOA will not count towards overtime entitlement.

(c) Vacation (VAC)

Vacation (VAC) is defined as an earned benefit & considered to be paid time off for both full- and part-time nurses for the purpose of requesting time off.

Vacation will not count towards overtime entitlement for regular part-time nurses.

Vacation, whether or not it is prescheduled, will count when additional hours are being offered.

A vacation week for part-time nurses will be taken in week blocks and will count as 22.5 hours for scheduling purposes.

(d) Time-in-Lieu (TIL)

TIL is defined as earned time banked by the nurse.

TIL does not count towards overtime entitlement for full or part-time nurses.

TIL will not count when additional hours are being offered.

When a nurse has accumulated TIL hours for overtime, committee business as defined in Article D-4 and D-5 or other provisions as set out in the Central Collective Agreements such time must be scheduled within ninety (90) days at a time mutually agreeable between the Hospital and the Nurse. Otherwise the Hospital shall revert to payment.

On units on which a closure or downsizing is anticipated, where mutually agreed between the Hospital and the Nurse, the nurse may accumulate other hours worked for TIL. Other hours do not include straight time hours. Payment of the remaining balance shall be made within 30 days after the end of the closure or downsizing.

(e) Requesting and Replacing for a Schedule Change

Responsibility for covering and approving time off is as follows:

- i) A nurse may arrange to exchange a shift with another nurse and submit the MSE to the supervisor for approval. It is understood that approval is required in advance of the first shift of the exchange.
- ii) A nurse manager or her designate will arrange to cover approved LOAs, VAC, STAT and TIL. The manager may deny such requests based on the operational needs of the organization, and in so doing, will provide the nurse with reasons for the denial. Special circumstances will be given consideration.
- iii) The manager or delegate will respond to requests for time off under this article within three (3) full business days.

- iv) If more than one nurse requests time off for particular hours, and the hours are available, time off will be granted in the following order:
 - A) VAC on a first come first served basis
 - B) TIL on a first come first served basis
 - C) LOA on a first come first served basis.

H-10

Christmas/New Years' Time Off

- (a) The scheduling regulations will not operate for pre-scheduling purposes during the two (2) consecutive pay periods in which Christmas and New Year's fall. Should Christmas and New Year's fall in one pay period the Hospital will choose the four (4) week window (always consisting of two (2) pay periods). Following posting, the schedule regulations will apply when additional shifts are offered.
- (b) When pre-scheduling, the Hospital will ensure that nurses working twelve (12) hour shifts will not be scheduled for more than six (6) out of twelve (12) weekends. Nurses working eight (8) hour shifts will not be scheduled for more than seven (7) out of twelve (12) weekends. Managers will not book nurses for more than three (3) consecutive weekends in a row during the course of the schedule.
- (c) Christmas schedules shall be posted by November 15th.
- (d) A nurse shall be scheduled off duty at least five (5) days at either Christmas or New Year's unless the nurse requests otherwise and the Hospital agrees. For the purpose of this Article the five (5) days shall be consecutive.
- (e) Time off at Christmas shall include from 1930 December 23rd until 1930 December 26th, and where possible to 0730 December 27th.
Time off at New Year's shall include from 1930 December 30th to 0730 January 2nd and where possible January 3rd.
- (f) The Hospital will endeavour to alternate staff having Christmas or New Year's time off each year.

H-11

STANDBY

- (a) Standby duty for paid holidays and long weekends shall be equitably distributed on a rotating basis.
- (b) Standby assignments shall be posted at the same time as the shifts of duty schedules. Employees shall be permitted to exchange their standby assignments. Employees scheduled for standby shall be provided with beepers.

- (c) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off. It is understood that in areas where there is an insufficient number of part-time nurses, the manager will meet with the unit and develop alternative means of providing standby coverage, such as consideration for establishing a secondary pool of qualified part-time nurses for standby coverage, or increasing the part-time pool, or allowing full-time nurses to volunteer.
- (d) An employee who is called into work from standby between 2400hrs and 0600hrs, and works a minimum of four hours, will be permitted to leave, without loss of earnings, until he/she has eight (8) hours off between the end of the overtime assignment and the commencement of work on his/her next regularly scheduled shift.
- (e) No on-call will be scheduled on the weekend prior to vacation.
- (f) The Hospital will endeavour not to have part-time nurses average a greater amount of standby than full-time nurses.
- (g)
 - i) The Hospital will compensate a nurse on-call by crediting the nurse with time off in lieu at time and one-half (1½) for all time spent on the phone to resolve the problem.
 - ii) The nurse will record all call-time. He/she will take time in lieu as outlined above within one (1) month of the last day of the on-call cycle. This time off will be at a mutually agreed time. If the nurse is unable to take the time off it may be paid out, or an extension of time granted.
 - iii) In any situation which a nurse decides to access the patient's chart, the nurse will be paid at time and one-half (1½) or time and one-half (1½) in lieu for actual time spent in the hospital. Mileage will be paid in accordance with Article 14.13 of the Central Collective Agreement.

H-12

Introduction and Discontinuation of Extended Shifts

- (a) Extended shifts shall be introduced into any unit when sixty percent (60%) of the nurses in the unit who vote so indicate by secret ballot.
- (b) Extended shifts may be discontinued in any unit:
 - i) when sixty percent (60%) of the nurses in the unit who vote so indicate by secret ballot; or
 - ii) by the Hospital because of:
 1. adverse effects on patient care,
 2. inability to provide a workable staffing schedule,
 3. where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary and states its

intention to discontinue the compressed work week in the schedule.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

H-13

Self Scheduling

Self scheduling will be introduced in a unit when sixty percent (60%) of the nursing staff who vote indicate by secret ballot their willingness to participate in self scheduling on a test basis.

The test shall run for a six-month period after which the nursing participants will indicate by a sixty percent (60%) vote by secret ballot their willingness to continue with the agreement of the Manager.

Registered nurses participating in self-scheduling shall be responsible for scheduling their paid holidays and lieu days in accordance with the guidelines.

The Manager shall review and approve the self-scheduling schedules to assure that adequate nursing coverage is maintained. Such approval shall not be unreasonably withheld.

Cancellation of the self scheduling by either the Hospital or the Ontario Nurses' Association shall be with ten (10) to twelve (12) weeks written notice to the other.

*The Collective Agreements shall apply in all respects.

H-14

Short Shifts

Where the Hospital needs to schedule less than seven and one half (7 ½) hours the Hospital shall:

- (a) schedule these shifts equally;
- (b) grant a paid rest period;
- (c) not schedule part-time nurses to solely work less than seven and one half (7 ½) / eleven and one quarter (11 ¼) hours;
- (d) notify the nurse immediately if the shift is expected to become (7 ½) / eleven and one quarter (11 ¼) hours; and,
- (e) ensure that all provisions of the Collective Agreement apply should the shift become seven and one half (7 ½) hours or more.

H-15 Cancellation

- (a) If it becomes necessary to cancel one of the day shifts on any unit, the least senior nurse shall be the one to be cancelled, regardless of the start time of her shift. Cancellation provisions are separate for full and part-time nurses.
- (b) As a result of (a) above, it may be necessary to alter the day shift start time of one of the other scheduled nurses.
- (c) If this results in a period of less than sixteen (16) hours between day shifts for any nurse affected by this change, premium pay shall not apply.
- (d) It is understood that a part-time nurse may only "bump" another part-time nurse. A full-time nurse may only "bump" another full-time nurse.

ARTICLE I – JOB POSTING

I-1 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for a job posting will be notified within two (2) weeks of the decision being made, and provided with reason for not being the successful candidate, prior to the posting of the name of the successful candidate.

ARTICLE J - PAID HOLIDAYS

J-1 The Hospital recognizes the following designated paid holidays for all nurses:

- | | |
|------------------------------|-------------------------|
| New Year's Day (Jan. 1) | Canada Day (July 1) |
| Family Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Friday prior to Victoria Day | Christmas Day (Dec. 25) |
| Victoria Day | Boxing Day (Dec. 26) |

J-2 Full-time nurses are entitled to ninety (90) hours of paid holiday time per year. Paid holiday hours may or may not be incorporated into the master schedule.

J-3 Where the nurse is entitled to a lieu day, such day off must be taken within ninety (90) days of the date on which the holiday was observed, to be taken on a day arranged between the nurse and her immediate supervisor or payment shall be made in accordance with the Central Collective Agreement.

J-4 A holiday shall be deemed to begin at 2400 of the preceding day and to end at 2400 on the day on which it is observed.

J-5 Part-time Only

When possible, it is also understood that a nurse required to work a paid holiday attached to a weekend will also be scheduled to work the weekend and vice versa.

This applies to those nurses working both seven and one half (7½) hour and eleven and one quarter (11¼) hour shifts.

ARTICLE K - VACATION

- K-1 (a) A Vacation request schedule shall be posted annually to identify the deadlines for submission of vacation requests for the upcoming year. Requests for time off must be submitted one month prior to the posting of the master rotation.
- (b) Responses to vacation requests shall be provided within twenty-one (21) days of the request being submitted.
- K-2 The date for determining vacation entitlement for full-time nurses will be their service date. Nurses will begin accruing at their next entitlement level on their service date.
- Full-time nurses will have access to the total number of vacation hours in their accrual banks. They will not be eligible to carry more than two (2) years of entitlement in their vacation banks at any time. A Nurse who has more than a two (2) year entitlement will be given notice that she will be scheduled off work or in extenuating circumstances have the additional entitlement hours paid out.
- K-3 For those nurses entitled to four (4) weeks vacation total, up to the three (3) weeks of vacation in a total calendar year shall be allotted to a nurse if requested in prime time, (as defined in Article J-7) *and* the fourth week at a time acceptable to the Hospital. The three weeks may be taken consecutively if available.
- K-4 Nurses who are entitled to five (5), six (6) or seven (7) weeks' vacation total, up to the first four (4) weeks in a total calendar year shall be allotted to a nurse, if requested in prime time, (as defined in Article J-7) *and* the fifth, sixth and seventh weeks at a time acceptable to the Hospital. The four (4) weeks may be taken consecutively if available.
- K-5 (a) Approval for vacation shall be given within seven (7) calendar days following (b) above. Managers will use the amount of vacation in the nurse's bank at the time of approval to determine whether to grant or deny vacation.
- (b) Vacation requests will be granted on the basis of seniority. A nurse may select from vacation not booked on a first-come-first-served basis.
- (c) Vacation may be requested at any time during the year.
- (d) Part-time vacation pay will be issued when nurses request up to twice a year. The payout for vacation(s) may consist of a partial or portion of the

amount accumulated in the nurses vacation bank. A written request must be submitted directly to payroll at least twenty-one (21) days prior to the requested payout date. If vacation payment has not been requested, vacation payout will be provided in the last pay of November in each calendar year.

(e) It is understood and agreed that the Hospital will grant to nurses, in accordance with seniority, preference in selecting their vacation period. The Hospital reserves the right to grant or deny vacation within the aforementioned notice period. Requests will not be unreasonably denied.

K-6 (a) Vacation quotas will not be unduly restrictive, and will be reviewed annually.

(b) A vacation period is defined as a single day, consecutive days, or consecutive weeks during the entire year. Where operationally feasible, during prime time single days may be granted without counting as part of the vacation quota.

K-7 Additional monies flowing from Article 16.06 of the Central Agreement will be paid the first pay in September.

K-8 Prime time is defined as:

March Break

June 15 to September 15

Christmas – December 15 – January 8 (for purpose of vacation approval).

K-9 Accumulated vacation hours and/or pay will be indicated on each pay stub.

K-10 Vacation Cancellation

It is understood and agreed by the parties that the Nursing Unit Managers are under no obligation to grant the cancellation of the scheduled vacation once a rotation is posted, except otherwise provided in the Collective Agreement.

Should a part-time nurse request her vacation be cancelled and the request is approved, she will be entitled only to the call-in hours for the duration of that rotation.

ARTICLE L - BULLETIN BOARDS

L-1 The Hospital shall provide space on bulletin boards at each site upon which the Association shall have the right to post notices of meetings and such notices as may be of interest to the nurses. The Association will inform the Hospital of the Nurse responsible for posting information on the Bulletin Board.

L-2 Job posting notices referred to in the Central Agreement will be posted on the bulletin boards of the main Hospital and locations off site where O.N.A. members are employed.

L-3 If and when the Hospital should obtain the appropriate technology, the Hospital will provide access to that technology to disseminate the information in this Article.

ARTICLE M - JOB SHARING

M-1 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:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis. Once granted will be on a trial basis for three (3) months. Once the trial period is completed the full-time nurse cannot revert to her former position.
- (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 nurses and the Manager of the Unit.
- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her partner(s) and with other nurses as provided by the Collective Agreement.
- (e)
 - i) 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.
 - ii) It is understood that only one (1) of the job sharers will work either Christmas or New Year's and the other job sharer will have time off or premium pay will apply.

Coverage

- (f)
 - i) Both job sharers will be given the option to cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit manager, 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) Any incumbent full-time nurse wishing to share her position, may do so without having her 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.

If one of the job sharers leaves the arrangement, her 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 is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

- (i) 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. It is also understood that the original position will revert to a full-time position.

M-2 In the event that a layoff is to occur within a unit, individuals in a job share arrangement will be considered the same status as the other part-time staff in the unit in terms of seniority and layoff. If any of the participants in the job share arrangement are laid off, the position will be dealt with under (i) above.

ARTICLE N - PREPAID LEAVE

N-1 The Hospital agrees to approve the application of full-time and part-time nurses annually for the prepaid leave plan in accordance with the conditions of the Central Agreement. At any given time, there will only be one full-time and one part-time nurse off per unit on the prepaid leave plan.

ARTICLE O - MISCELLANEOUS

O-1 In the event of an error equal to or in excess of one day's pay in a nurse's pay, on request from the nurse, the Hospital agrees to deposit the amount owed into the nurse's bank account within two (2) business days following the verification of the error.

O-2 A nurse may ask for consideration in scheduling to allow her to pursue academic course(s) to further her education.

O-3 The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form #7 at the same time as it is sent to the Board.

O-4 Electronic Grievance Forms

- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- (c) Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.
- (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the grievor.
- (f) 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.

O-5 Electronic Professional Responsibility Workload Report Forms

- (a) 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.
- (b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- (c) Electronic PRWRFs may be sent, via email, to the applicable manager or designate.
- (d) The electronic signature of the Union Executive or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the employee(s).
- (f) 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.

ARTICLE P - VIOLENCE IN THE WORKPLACE

P-1 (a) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that s/he or another person is at risk of physical and or psychological injury will be condoned in the workplace.

Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

(b) 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 to staff. The Employer, in conjunction with the JHSC, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

(c) Notification to the Union

The Employer will notify the JHSC and union in writing of all incidents related to violence within 4 days. For critical injuries the Employer will notify the JHSC and the union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

(d) Training

The Employer agrees to provide education and training, developed in consultation with the JHSC, on the violence prevention and harassment policies, measures, procedures and programs, and on prevention of violence to all employees, including domestic violence that can spill over into the workplace. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(e) 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.

(f) When an employee, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.) the Hospital shall provide for replacement or repair at no cost to the employee.

The employee will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

ARTICLE Q – HEALTH AND WELFARE BENEFITS

Q -1 Provision of Benefits to Part-time Employees

The Hospital agrees to enroll part-time employees in the insurance plans established pursuant to Article 17.01 as defined in the current Collective

Agreement, providing monthly premiums are paid in advance and provided the nurses agree to the enrolment requirements of the applicable plans. The Nurse's coverage under the plans will commence in the month following receipt of the first premium payment. The Hospital reserves the right upon giving the Association six (6) months written notice to discontinue the provision of benefits to part-time employees. Employees who are participating at the time of cancellation, should it occur, will be eligible to continue to purchase the benefits in accordance with the requirements of the insurance carriers.

SIGNING PAGE

Dated at Sudbury, Ontario, this 21st day of February, 2019.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Kim Long"

"Michelle McColl"
Labour Relations Officer

"Kari Gervais"

"Linda Masse"

"April McCambridge"

"Natalie Szilva"

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S CONTINUING CARE
(hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the 'Association')

Re: Individual Special Circumstance Arrangements

The Hospital and the Association agree to implement individual special circumstance arrangements pursuant to Article 13.05 of the Central Agreement. The Hospital and the Association agree that the intention of creating this type of arrangement is primarily to assist registered nurses with identified special circumstances by reducing their full-time hours. A Letter of Understanding will be developed and signed off for each arrangement based on the terms and conditions set out below:

- (a) All arrangements will be made on a without prejudice or precedents basis to any position either party may take with respect to future Individual Special Circumstance Arrangements.
- (b) The Nurse shall make written application to her or his manager and will include the reason(s) for application and the length of time she/he is requesting the arrangement for.
- (c) The decision to allow an individual circumstance arrangement will be made in consideration of the personal need of the individual and the service requirement of the Hospital.
- (d) The decision to enter into an arrangement shall require the mutual agreement of the Association, the Hospital and the nurse.
- (e) The scheduling provisions of the local agreement may be waived to allow flexibility of scheduling individual special circumstances.

The Association, the Hospital or the Nurse may discontinue the arrangement by either party providing (90) days written notice or by mutual agreement.

Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

If the arrangement is discontinued the incumbent will revert back to full-time status.

It is agreed that registered nurses in these positions are not entitled to declare their availability for extra shifts.

In the event that the registered nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued and the full-time position will revert to full-time.

Registered nurses in these positions will discuss any change in circumstance with the Association and their Manager on a semi annual basis or at other points in time as agreed upon by the parties. All arrangements will have an agreed upon date of conclusion.

The benefits and vacation for these arrangements shall be according to the schedule set out below:

Benefits	Option A .8 FTE	Option B .9 FTE
Hours of Work	Bi-weekly hours will be averaged in accordance with the hours of a full-time rotation	
Dental/Medical/Semi-Private	Same cost sharing as full-time	Same cost sharing as full-time
Statutory Holidays	Arrangements lasting six (6) months or more will have their statutory holidays pro-rated in accordance with the applicable option i.e., A or B noted above.	
HOOPP	Based on 75 hours bi-weekly or as required due to averaging.	
Group Life	Based on .8 FTE	Based on .9 FTE
Sick Leave (STD)	Based on .8 FTE	Based on .9 FTE
Long Term Disability (LTD)	Based on .8 FTE	Based on .9 FTE
Vacation	Based on .8FTE e.g., 4 wk entitlement = 120 hours	Based on .9 FTE e.g., 4 wk entitlement = 135 hours
Service & Seniority i.e., remains a date	Remains unchanged i.e., Same as full-time	
Additional Shifts	Not recommended. If additional shifts result in overtime, premium will not be payable until the individual has worked more than 78.75 hours in the pay period.	
Other Applications	As per Collective Agreement	

Dated at Sudbury, Ontario, this 21st day of February, 2019.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Kim Long"

"Michelle McColl"
Labour Relations Officer

"Kari Gervais"

"Linda Masse"

"April McCambridge"

"Natalie Szilva"

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S CONTINUING CARE
(hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the 'Association')

Re: Two Day, Two Night (2D2N) Extended Tour Schedule

1. The parties agree only those nurses who request will be scheduled to work the 2D 2N extended tour rotation. The number of nurses working in a 2D2N will be at the manager's discretion.
2. The 2D 2N schedule may be discontinued in any unit when:
 - (a) Sixty percent (60%) of the employees in a unit who work the schedule so indicate by secret ballot; or
 - (b) The Hospital decides to do so because of :
 - (i) Adverse effects on patient care, or
 - (ii) Inability to provide a workable staffing schedule, or
 - (iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the 2D2N schedule.
 - (c) When the notice of discontinuance is given by either party in accordance with number (b) above, then
 - (i) The parties shall meet within four (4) weeks of the giving notice to review the request for discontinuation; and
 - (ii) Where it is determined that the 2D 2N extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
 - (d) The Local Association will be informed of the results of the secret ballot within three (3) days.
3. The scheduling provisions contained in Article H are applicable save and except the following:
 - (a) Article H-2 (a) "The Hospital agrees that is will not pres-schedule a nurse to work a requirement for more then...three (3) consecutive extended shifts or premium pay will apply".

- (b) Article H-3 (b) "For full-time and part-time, six (6) weekends out of twelve (12) weekends shall be scheduled off for nurses working seven and one half (7.5) hour shifts and every other weekend off for nurses working extended shifts.
- 4. An employee will not receive premium pay as defined in Article 14 for all hours worked on a third (3rd) consecutive weekend if this weekend is pre-scheduled on the 2D 2N rotation as voted on and approved by the employees on the unit. Article H-4 will apply in all other circumstances pertaining to Third Weekend Premium.
- 5. All schedules will be done on the basis that each full-time employee will have one thousand and nine hundred and fifty hours per year which includes ninety hours of statutory holidays.
- 6. Every quarter, employees will be required to submit their request for when their additional tour(s) will be scheduled. The manager will make every reasonable attempt to schedule as requested. If no request is made, the manager will pre-schedule the additional tour at their discretion provided this shift is not scheduled on a weekend off. If an employee requests this tour(s) be scheduled on a weekend off, the third subsequent weekend premium will not apply.

Dated at Sudbury, Ontario, this 21st day of February, 2019.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Kim Long"

"Michelle McColl"
Labour Relations Officer

"Kari Gervais"

"Linda Masse"

"April McCambridge"

"Natalie Szilva"

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S CONTINUING CARE
(hereinafter referred to as the "Employer")

And:

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

Re: Article 13.04 Introduction & Discontinuation of Weekend Worker Arrangements

In accordance with Article 13.04 the Parties agree to the following principles for the introduction and discontinuation of Individual Weekend Worker Schedules.

Introduction

Individual employee request:

1. A full-time employee wishing to participate in a weekend worker schedule will submit the request to their manager in writing. All requests will receive due consideration. In the event more than one request is received at the same time, consideration will be given based on seniority and individual circumstances.
2. If approved, the employee's full-time line will be converted to a weekend worker assignment on a trial basis for one (1) year. Once the trial period is completed the full-time nurse cannot revert back to her regular full-time line without agreement from the Hospital.

Hospital Need

3. When the Hospital introduces a new weekend worker the position will be posted in accordance with Article 10.07 of the Collective Agreement.

Discontinuation

Individual employee request:

4. Either party may discontinue the weekend worker assignment with ninety (90) days notice within the trial period. Upon receipt of such notice a meeting shall be held between the manager, the employee and the Association if required to discuss the discontinuation. The discontinuation of a weekend worker schedule needs to coincide with the next posted rotation.
5. Once the notice is given during the trial period, the full-time weekend worker assignment will revert to a regular full-time line as of the next posted rotation and the employee will revert to a regular full-time worker.

6. Upon completion of the trial period employees wishing to discontinue their weekend worker assignment, will be required to post out of the position unless otherwise agreed upon by the Hospital.

Hospital Need

7. Employees who have posted into a weekend worker assignment will be required to post out of the position unless otherwise agreed upon by the manager, the nurse and the Association.
8. If the Hospital wishes to discontinue a weekend worker assignment, after it is posted, the provisions of Article 10 of the Collective Agreement will be followed.
9. Once an employee has posted out of a weekend worker assignment, it will be at the Hospital's discretion whether or not to continue on with the weekend worker assignment, or convert the line into a regular full-time position.

Dated at Sudbury, Ontario, this 21st day of February, 2019.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Kim Long"

"Michelle McColl"
Labour Relations Officer

"Kari Gervais"

"Linda Masse"

"April McCambridge"

"Natalie Szilva"

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S CONTINUING CARE
(hereinafter referred to as the "Employer")

And:

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

Re: Time Lines for Responding to Offers of Additional Shifts

For shifts starting within twenty-four (24) hours of a Televox call, staff must respond within one (1) hour. Note: If there are last-minute calls for same-day shifts, the response time may need to be shortened to thirty (30) minutes.

For shifts that are available with more than twenty-four (24) hours, but less than forty-eight (48) hours, the nurse will have two (2) hours to call back to express interest in the shift(s).

For shifts that are available with more than forty-eight (48) hours, but less than seven (7) days, the nurse will have until noon the following day to call back to express interest in the shift(s).

For shifts that are available more than seven (7) days in advance, the nurse will have twenty-four (24) hours to call back to express interest in the shift(s).

All shifts will be assigned to the person highest on our equalization roster who has responded by the deadline.

The parties acknowledge that the time offered diminishes in relation to each call placed.

Dated at Sudbury, Ontario, this 21st day of February, 2019.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Kim Long"

"Michelle McColl"
Labour Relations Officer

"Kari Gervais"

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"April McCambridge"

"Natalie Szilva"

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S CONTINUING CARE
(hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION LOCAL 013
(hereinafter referred to as the "Association")

Re: Hours of Work Agreement

The Ontario Nurses' Association (ONA) agrees that the Employer may exceed the hours of work limitations set out in Section (17)(1)(b) of the Employment Standards Act, 2000, but only for the following purposes and to the following extent:

1. To allow for a workable master rotation or schedule over a standard fourteen (14) week period. Such schedules are designed to provide an average of thirty-seven and one-half (37.5) hours per week for full-time employees and an average of no more than seventy-five (75) hours in two (2) weeks for part-time employees.
2. The Union agrees to average such scheduled hours over the same fourteen (14) week period for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the Act.
3. The Union agrees that employees may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than forty-eight (48) hours in a week, up to a limit of sixty (60) hours in a week. Each employee has the right to refuse the request, subject to the emergency provisions of section 19 of the Act.

This agreement reached between the parties will remain in effect for the duration of the Collective Agreement.

Dated at Sudbury, Ontario, this 21st day of February, 2019.

FOR THE HOSPITAL

FOR THE ASSOCIATION

"Kim Long"

"Michelle McColl"
Labour Relations Officer

"Kari Gervais"

"Linda Masse"

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"Natalie Szilva"