Full-time

# COLLECTIVE AGREEMENT

BETWEEN

THE ST. CATHARDIES GENERAL HOSPITAE

hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: 31 March, 1993

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- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

## ARTICLE 23

23.01 Attached hereto and forming part of this Agreement are the following appendices:

Appendix 1 - 0.N.A. Grievance Form

Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons

Appendix 3 - Salary Schedule

Appendix 4 - Superior Conditions - If Any

Appendix 5 - Appendix of Local Provisions

# ARTICLE 24 - LAYOFF DISPUTE

The parties agreed to submit their dispute concerning Employers' proposal #5 with regards to layoff procedures to binding interest arbitration in accordance with the Hospital Labour Disputes Arbitration Act. It is understood that this Agreement will be amended to incorporate new or amended provisions that may result from the arbitration award.

Dated at St. Catharines, Ontario this \_\_\_\_\_\_\_ day of June, 1992.

For the Hospital:

For the Association:

Chairman

Maryhan Jaul

Shirley Aggre, it!

Spetime Brown E.R.O. ON;

## Part-time

# COLLECTIVE AGREEMENT

BETWEEN:

THE ST. CATHARINES GENERAL HOSPITAL

(hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: 31 March, 1993

Dated at St. Catharines, Ontario this9	day of June, 1992.
For the Hospital:  Chairman  Chairman	For the Association:
Many ann Steel	
	Suran Gagai, Ri
	Kallerine Snove ERO ONA

## APPENDIX 2

TO THE

### COLLECTIVE AGREEMENT

### BETWEEN

THE ST. CATHARINES GENERAL HOSPITAL, ST. CATHARINES, ONTARIO (hereinafter referred to as the "Hospital")

AND

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

SUPERIOR BENEFITS

BOTH FULL-TIME AND PART-TIME SECTIONS

#### APPLICABLE ARTICLE FROM EXISTING COLLECTIVE AGREEMENT

- The Hospital shall provide the Association with the names and addresses of the nurses within one month of the date of their employment. This list will contain information as to classification, date of hiring and area assigned.
- 14.01 When a nurse works on her day or days off, such nurse will be compensated at the rate of time and one half and shall be scheduled for another day or days off with pay.
- 16.01 (a) For full-time Permanent Charge Nurse and Occupational Health Nurse:

Service as at September 30th	Vacation with Pay
Up to one year	2 days per month, maximum 18 working days
More than one yeas but less than 15 years	23 working days
More than 15 years but less than 25 years	25 working days
More than 25 years	30 working days

### 18.04 Last line:

At the request of  ${\bf a}$  nurse, a pap smear shall be added to a nurse's health examination.

## **Schedule** C - Educational Increments

Salary recognition for additional preparation shall be in addition to the above schedule if used in the position assigned as follows:

- (a) For successful completion and documentation of **a** course agreed on by the Hospital and the Association .....\$15.00 monthly
- (b) For a course in Nursing Unit Administration (CHA/CNA), or its equivalent .....\$15.00 monthly
- (c) For a one-year university Certificate or Diploma in Nursing .....\$40.00 monthly
- (d) For a Bachelor of Science in Nursing Degree .....\$80.00 monthly
- (e) For a Master of Science in Nursing Degree .....\$120.00 monthly
- 1. A nurse possessing more than one degree or certificate shall be entitled only to the highest single increment to which any of her degrees or certificates entitle her.
- 2. Items (c), (d) and (e) shall be payable only to Permanent Charge Nurse and Occupational Health Nurse.

# APPENDIX 3 - SALARY SCHEDULE

# **HOURLY**

	Start	1st	2nd	<u>3rd</u>	<u>4th</u>	5th	<u>6th</u>	7 t h	8th	9th
April 1, 1991										
N.R.N. R.N. P.C.N. O.H.N.	16.20 16.81 17.45 18.27	17.07 17.71 18.39 19.24	17.46 18.10 18.79 19.64	18.33 18.97 19.67 20.55	19.08 19.74 20.45 21.36	19.84 20.51 21.23 22.15	20.60 21.28 22.02 22.94	21.36 22.05 22.81 23.73	22.10 22.82 23.60 24.56	22.85 23.59 24.40 25.39
October 1, 1991	<u>L</u>									
N.R.N. R.N. P.C.N. O.H.N.	16.20 16.81 17.45 18.27	17.07 17.71 18.39 19.24	17.46 18.10 18.79 19.64	18.33 18.97 19.67 20.55	19.33 20.00 20.72 21.64	20.09 20.77 21.49 22.42	20.84 21.54 22.28 23.22	21.86 22.56 23.34 24.28	22.85 23.59 24.40 25.39	23.84 24.62 25.46 26.49
April 1, 1992										
N.R.N. R.N. P.C.N. O.H.N.	16.20 16.81 17.45 18.27	17.07 17.71 18.39 19.24	17.81 18.46 19.16 20.03	18.82 19.49 20.20 21.10	19.83 20.51 21.25 22.19	20.83 21.54 22.29 23.26	22.09 22.82 23.61 24.60	23.35 24.10 24.93 25.94	24.59 25.38 26.25 27.32	25.83 26.67 27.58 28.70

P.C.N. - Permanent Charge Nurse
O.H.N. - Occupational Health Nurse

# APPENDIX 3 - SALARY SCHEDULE

# MONTHLY

	<u>Start</u>	<u>1st</u>	2nd	3rd	4th	5th	6th	7th	8th	9th
April 1, 1991										
N.R.N. R.N. <b>P.C.N.</b> O.H.N.	2632.99 2732.17 2835.72 2969.32	2774.65 2877.67 2988.17 3125.73	2941.67 3053.16	3083.33 3196.49	3208.33 3323.83	3223.66 3333.33 3449.33 3599.00	3458.33 3577.64	3583.33	3591.89 3708.33 3835.15 3990.90	3712.96 3833.33 3964.43 4125.43
October 1, 1991	<u>L</u>									
N,R.N. R.N. P.C.N. O.H.N.	2632.99 2732.17 2835.72 2969.32	2774.65 2877.67 2988.17 3125.73	2941.67 3053.16	3083.33 3196.49	3250.00 3367.00	3263.96 3375.00 3492.45 3643.99	3500.00 3620.75	3666.67 3792.07	3712.96 3833.33 3964.43 4125.43	3874.40 4000.00 4136.80 4304.80
April 1, 1992										
N.R.N. R.N. P.C.N. O.H.N.	2632.99 2732.17 2835.72 2969.32	2774.65 2877.67 2988.17 3125.73	3000.00 3113.70	3166.67 3282.89	3333.33 3453.33	3384.85 3500.00 3621.80 3778.95	3708.33 3836.27	3916.67 4050.62	3995.48 4125.00 4266.08 4439.33	4197.26 4333.33 4481.53 4663.53

P.C.N. - Permanent Charge **Nurse**O.H.N. - Occupational Health Nurse

#### APPENDIX 5

#### TO THE

#### COLLECTIVE AGREEMENT

## BETWEEN

THE ST. CATHARINES GENERAL HOSPITAL, ST. CATHARINES, ONTARIO (hereinafter referred to **as** the "Hospital")

#### AND

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

ARTICLE A - RECOGNITION

ARTICLE B - MANAGEMENT RIGHTS

ARTICLE C - REPRESENTATION AND COMMITTEES

ARTICLE D - SENIORITY

ARTICLE E - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL)

ARTICLE F - ILLNESS

ARTICLE G - HOURS OF WORK

ARTICLE H - STANDBY

ARTICLE I - PAID HOLIDAYS

ARTICLE J - VACATIONS

ARTICLE K - HEALTH AND WELFARE

ARTICLE L - UNIFORM ALLOWANCE

ARTICLE M - MISCELLANEOUS

ARTICLE N - PART TIME NURSES

ARTICLE 0 - EXTENDED TOUR

ARTICLE P - PREPAID LEAVE

ARTICLE Q - JOB SHARING

ARTICLE R - MODIFIED WORK

LETTERS OF UNDERSTANDING

## ARTICLE A ~ RECOGNITION

- A-1 The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed by The St. Catharines General Hospital at St. Catharines, engaged in nursing.
  - (a) save and except assistant supervisors and persons above the rank of assistant supervisor and persons regularly employed for not more than twenty-four hours per week and
  - (b) regularly employed for not more than twenty-four hours per week, save and except assistant supervisors and persons above the rank of assistant supervisors.
  - (c) Effective January 1, 1991 and as a result of a Section 106.2 of the L.R.B., A-1 (a) and A-1 (b) have been amended to read:
    - (a) save and except Nurse Managers, Nurse Educators and persons above the rank of Nurse Managers, Nurse Educators and persons regularly employed for not more than twenty-four hours per week and;
    - (b) regularly employed for not more than twenty-four hours per week, save and except Nurse Managers, Nurse Educators and persons above the rank of Nurse Managers and Nurse Educators.
- A-2 The word "nurses" when used throughout shall mean persons included in the above described bargaining unit.

## ARTICLE B - MANAGEMENT RIGHTS

- B-1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital. The Association acknowledges that it is the exclusive function of the Hospital to:
  - (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, discipline, suspend oF discharge nurses, provided that a claim of discharge, suspension or discipline without just cause may become the subject of a grievance and be 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 any service;
- (d) determine the number of personnel required, the service to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time rules and regulations to be observed by the nurses.
- B-2 It is agreed that these rights shall be exercised in a manner consistent with the provisions of this Agreement.

## ARTICLE C - REPRESENTATION AND COMMITTEES

### C-1 Nurse Representatives

There shall be eighteen Nurse Representatives from thirteen different areas of the Hospital. The thirteen areas of the Hospital are as follows:

<u>Area</u>	Representatives
Emergency and X-Ray, Special Procedures, EEG and Occupational Health	1
Operating Room & Recovery & C5 Day Surgery	1
Community 2 and Mills 2	3
Community 3	2
Community 4	" 2
Community 5	1
Community 6	1
Extended Care Unit	1
Mills 3	1
Mills 4	1
Mills 4 Link	1
Norris 2 and 3	1
Part-Time	2

### ర−2 Grievance Committee

There shall be a grievance committee composed of no more than three nurses.

## C-3 Hospital-Association Committee

There shall be a Hospital-Association Committee composed of four representatives from the Association and four representatives from the Hospital.

## C-4 Negotiating Committee

There shall be a negotiating committee composed of no more than four nurses.

- C-5 In the event that a Nurse Representative is transferred from one area of representation to another area, such nurse shall continue to be recognized by the Hospital as the Nurse Representative of the area from which transferred for a period of one month, except when transferred to a managerial position, for the purpose of handling any grievances which she was processing at the time of her transfer.
- C-6 In the event of a closing or re-opening of a floor, the Hospital will discuss with the Association the reallocation of nurse representatives in Appendix 5, C-1.
- C-7 The President of the Local Association may request steady shift and the Hospital shall grant such request. It is agreed and understood, should the request be made, other nurses in the President's work area will cover for the President's remaining shifts without penalty to the Hospital.
- C-8 The interview of newly-hired nurse(s) as required by Article 5.06 (both full-time and part-time) shall be arranged between the Hospital and the President of the Local Association or her designee. Such interview shall take place during the orientation period.

### ARTICLE D - SENIORITY

D-1 A copy of the full-time and part-time nurses seniority list shall be filed with the President and posted in January and July of each year.

#### ARTICLE E - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL)

- E-1 Provided that it does not interfere with the efficient operation of the Department, the Hospital will grant a leave of absence to Association members without pay to attend Association business as follows:
  - the total shall not exceed one hundred and twenty-five days;
  - (ii) no more than six nurses shall be absent at one time;
  - (iii) no more than two nurses from any one area in C-1.

### ARTICLE F - ILLNESS

- F-1 A nurse who is absent due to illness shall notify the Hospital:
  - (a) by 1900 hours on the day preceding her day of return to work if on the day tour;
  - (b) by 1100 hours on the day of return if on the evening tour; and
  - (c) by 1330 hours on the day of return if on the night tour.

If a nurse fails to notify the Hospital of her intention to return to work within the time limits set out above, the Hospital may provide the nurse with work if practicable but shall be under no obligation to do so.

F-2 In order to qualify for sick leave, a nurse must notify her immediate supervisor or designate on duty at least one hour prior to the commencement of her tour if on the day tour and at least four hours if on the afternoon or night tours.

## ARTICLE G - HOURS OF WORK

- G-1 Such hours shall be worked in accordance with rotating shift schedules as determined by the Hospital. This applies to full-time nurses only.
- G-2 There shall be a rest period during each half tour, as stipulated by the Hospital, the duration of which is set out in Article 13.01 (b) in both the full-time and part-time Collective Agreements.

## G-3 <u>Scheduling Regulations</u>

- (a) It is understood that a weekend consists of fifty-six consecutive hours off work during the period following the completion of the Friday day tour until the commencement of the Monday day tour.
- (b) The Hospital shall provide one weekend off in three, but if the nurse is required to work on a third or subsequent weekend, she shall be paid for the time worked on such weekend at the premium as provided for in Article 14.03 of the full-time Collective Agreement until such time as she is granted a weekend off, except where:
  - (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
  - (ii) such nurse requested weekend work; or
  - (iii) such weekend is worked as the result of an exchange of tours with another nurse.
- (c) Normally two consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five consecutive days of work but not more than seven consecutive days of work without days off as long as four days off are scheduled each fourteen days. In any two week period, at least two consecutive days off must be scheduled. The remaining two days off may be split by mutual consent. This applies to full-time nurses only. Should these regulations not be adhered to a nurse will be paid the premium as provided for in Article 14.03 of the Full-Time Collective Agreement.
- (d) (i) Tour schedules and days off will be posted at least five weeks in advance.
  - (ii) Requests for change in posted time schedules must be submitted in writing and corsigned by **a** nurse willing to exchange days off or tour. It is understood that such change in tour initiated by the nurse and approved by the Nurse Manager shall not result in overtime payment.
- (e) A period of sixteen consecutive hours off shall be scheduled between a change of tours. These periods of time do not refer to changing day periods of duty such as tours commencing between 0630 hours and 1030 hours. At least seventy-one hours time off shall be scheduled following the completion of three or more consecutive nights worked, of which forty-eight hours shall be considered as days off. A shorter period of time between changes of tours may be scheduled by mutual consent. Should these regulations not be adhered to a nurse will be paid the premium as provided for in Article 14.03 of the full-time and part-time Collective Agreements.

- (f) The Hospital will endeavour to schedule so that one-half of a nurse's tours are day tours. When this is not possible the nurses involved who rotate shall, over an equitable period of time, each be scheduled the same number of day tours. A nurse may not be required to change tours of duty more than once during a work week. Regularly scheduled nurses will not be required to change their rotation to replace nurses who are absent on the evening or night tour, provided that there is a relief nurse available who is suitable to the Hospital.
- (g) A nurse requesting a specific tour on a permanent basis will be given consideration if convenient to the Hospital to make such an arrangement. Such arrangement will not be terminated by the Hospital without previous discussion with the nurse involved.
- (h) The Hospital will avoid the scheduling of split tours.
- (i) Permanent Charge Nurse shall average one weekend off in each two weeks.
- These scheduling arrangements may be waived between (j) December 15 and January 15 so that all nurses will receive four or more consecutive days off, unless less than four days is requested by a nurse, at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve, Christmas Day, and Boxing Day, and time off at New Year's shall include hew Year's Eve and New Year's Day. The Nurse Manager shall post the Christmas schedule by November 19th on the Wards. With the mutual consent of the Nurse Manager and the nurses concerned, days off may be exchanged up to and including November 28th. This provision shall not apply to any area where nurses normally work Monday through Friday and are not normally scheduled to work on Paid Holidays. If a nurse does not receive a minimum of four consecutive days off at either Christmas or New Year's, she shall be paid premium pay as provided for in Article 14.03 of the Full-Time Collective Agreement for every tour worked less than the four.
- G-4 The normal tours of duty as defined in Article 13.01 are where the majority of hours fall in the following periods:

Day Tour	0700	to	1500	hours
Afternoon Tour	1500	to	2300	hours
Night Tour	2300	to	0700	hours

G-5 Should the Hospital temporarily close a nursing unit or floor, nurses may request vacation days and/or leave of absence days for the period of the closure. Such requests will be considered on an individual basis and will not be unreasonably denied.

## ARTICLE H - STAND-BY

- H-1 Except in the Operating Room/Recovery Room nurses shall not be expected to standby on their scheduled days off or on the day immediately preceding her days off.
- H-2 (a) A nurse who works more than one-half of the tour immediately preceding the start of her next regular tour, shall be excused from working her next regular tour.
  - (b) If a nurse who is on standby from 2230 to 0630 hours works more than one-half of this tour, she shall, at her request, be excused from working her next evening tour scheduled that same day and/or the stand-by tour scheduled for the same day, providing arrangements for coverage can be made.
- H-3 There shall be an equitable distribution of opportunities for standby duties among those nurses who normally perform this work.

### ARTICLE I - PAID HOLIDAYS

I-1 The following shall be recognized as paid holidays:

New Year's Day / January 1st 3rd Monday in February Good Friday Easter Monday Victoria Day Canada Day / July 1st Civic Holiday
Labour Day
Thanksgiving Day
2nd Monday in November
Christmas Day/December 25th
Boxing Day/December 26th

- I-2 A nurse who works on any of the foregoing holidays shall have a lieu day off scheduled within thirty days on which the holiday was observed at a time mutually agreeable to the Nurse and the Hospital.
- I-3 When a paid holiday falls within a nurse's vacation period, it may be added to the end of her vacation or scheduled at a mutually agreeable time as provided for in Article 15.04 (a) of the full-time Collective Agreement.
- I-4 When a paid holiday falls on a nurse's scheduled day off an additional day off will be scheduled at a time mutually agreed to between the Hospital and the nurse as provided for in Article 15.04 (b) of the full-time Collective Agreement.
- In this Article "holiday" means, for the nurse, the day she is given off under this Article, except as provided for under Article 15.05 of the full-time Collective Agreement.

- I-6 (a) Scheduling of **a** day off on the day of observance of a holiday shall be equitably distributed among the nurses on the individual units.
  - (b) When a nurse is scheduled off on a paid holiday which occurs on a Monday she shall be scheduled off Saturday and Sunday in conjunction with such holiday.

### ARTICLE J - VACATIONS

- J-1 All nurses shall be entitled to vacation based on length of continuous service as of September 30th in any year.
- J-2 (a) Vacations may be taken at any time of the year. Vacation days may be split and scheduled at a mutually agreeable time.
  - (b) Effective January, 1989 vacation lists showing a nurse's seniority ranking and vacation entitlement shall be posted no later than the first Monday in February.
  - The most senior half of the staff on each unit must indicate their vacation preference by the third Monday in February. On the following day this list will be removed by the Hospital. Three days later, the complete list showing the senior nurses' vacation preference will be posted so that the remainder of the staff on each unit may indicate their vacation time. The completed vacation request list will be removed two weeks later. The Hospital will not entertain any changes to the vacation request list until after the finalized list is posted three weeks later.
  - (d) The Hospital will consider the wishes to those nurses who record preferences in accordance with their seniority. The Hospital, however, shall have the right to set the vacation periods.
  - (e) Nurses wishing to change their scheduled vacation may be permitted to do so providing it is satisfactory to the Hospital. However, it is understood that they will not be permitted to bump junior nurses whose vacation has been previously scheduled.
- J-3 All vacation must be taken by December 31st of the qualifying year.
- J-4 Vacation pay shall be paid to a nurse in advance of her vacation. Vacation allowance paid in this manner represents that pay or those days which fall during the vacation period.

- $J \sim 5$  (a) When vacation schedules are being prepared in accordance with  $J \sim 2$  a nurse may request the weekend prior to her vacation as the weekend off once in a vacation year and where possible it shall be granted.
  - (b) Where a nurse splits her vacation **and** her approved vacation follows her scheduled weekend off according to the master rotation and the master rotation is subsequently altered by the Hospital, a nurse shall be granted the weekend off prior to her vacation.
- J-6 Nurses will endeavour to book elective surgery **so** that normal recuperation will not extend into the months of July and August.

## ARTICLE K - HEALTH AND WELFARE

K-1 The Hospital may, in its sole discretion, permit a nurse who has reached her normal retirement date as prescribed by the Plan to continue in employment on a month to month basis.

### ARTICLE L - UNIFORM ALLOWANCE

- L-1 The Hospital will launder uniforms made of materials compatible with its equipment.
- L-2 The Hospital will continue to pay a uniform allowance to nurses on staff as of June'30th, 1975 on the following basis:
  - (a) nurses regularly assigned to the Operating Room, Delivery Room, Emergency Room and Nursery of
    - (i) seventy-five cents per pay to full-time nurses, and
    - (ii) seven and one-half cents per day worked to part-time nurses.
  - (b) other nurses of
    - (i) one dollar and half per pay to full-time nurses, and
    - (ii) fifteen cents per day worked to part-time nurses.

No allowance will be paid to nurses hired after July 1st, 1975.

L-3 The Hospital shall provide scrub dresses and/or pant suits, caps and lab coats in accordance with present practice at no cost to the nurse in those areas where nurses are required to wear hospital uniforms.

### ARTICLE M - MISCELLANEOUS

- M-1 Nurses shall give at least one month's written notice of intention to resign.
- M-2 Except in cases of discharge for just cause, the Hospital shall give a nurse at least one month's written notice of termination of employment.
- M-3 The Hospital shall provide a bulletin board in each nursing unit for the posting of Association notices. All such notices shall be submitted by the Association to the Director of Human Resources before posting.

## ARTICLE N - PART TIME NURSES

N-1 (a) The following provisions of Appendix 5 <u>do not</u> apply to Regular Part-Time Nurses:

G-1 I-4 G-3(b) I-5 G-3(c) I-6 G-3(i) J-4 I-2 I-3

N-1 (b) The following provisions of Appendix 5 do not apply to Casual Part-Time nurses:

Article G I-2 I-3 I-4 I-5 I-6 Article J except for J-1 O-5 Article O

N-2 A Regular Part-Time nurse shall be available for weekends on a basis of one out of two except in areas where nurses work fewer weekends than one in three. This shall not apply to a nurse who agrees to more frequent weekend work.

# ARTICLE O - EXTENDED TOUR

- O-1 This Article shall apply to nurses working the extended tours.
- O-2 The Extended Tour, as provided for in Article 13.02, may be cancelled by either party on giving ten calendar weeks' notice to the other in writing of its desire to terminate.

# 0-3 Hours of Work

- (a) The normal daily tours under Article 13.01 (a) (i) for the Extended Tour, shall be six paid tours of 11.25 hours exclusive of a forty-five minute unpaid meal period and one paid tour of 7.5 hours exclusive of a thirty minute unpaid relief period.
- (b) Nurses on the Extended Tour shall be entitled to forty-five minutes paid relief periods.
- O-4 A nurse on the Extended Tour shall not be scheduled to work more than three consecutive tours. If a nurse is required to work more than three consecutive tours without written consent she shall be paid premium pay as provided for in Article 14.03 of the full-time Collective Agreement for every consecutive tour worked after the third day.
- O-5 The Hospital shall provide one weekend off in two and more frequently where possible. A nurse will receive premium pay as provided for in Article 14.03 of the Full-Time Collective Agreement for all hours worked on a second 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.

#### ARTICLE P - PREPAID LEAVE

- P-1 On September 1 each year the Hospital will permit a number of nurses from each area as listed in Appendix 5-1 to enter the Prepaid Leave Plan outlined in Article 11.11.
- P-2 A nurse wishing to enter the Plan will submit her written request to the Director of Nursing in accordance with Article 11.11 on the letter in Appendix 5-1.

### ARTICLE Q - JOB SHARING

- Q-1 The Hospital shall have the right to determine the number of Job Sharing arrangements in the Hospital. Should either party wish to amend the number of Job Sharing positions, it shall request a meeting with the Hospital-Association Committee to discuss such change.
- Q-2 (a) Total hours worked by the Job Sharers shall equal one (1) Full-Time position. The division of these hours or the schedule shall be determined by mutual agreement between the two nurses and Nurse Manager. Job Sharers shall not be required to work any tours outside of the tours of the Full-Time position.

- (b) The schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- $Q^{-3}$  Each Job Sharer may exchange shifts with her partner, as well as with other nurses as provided by Article G-3 (d) (ii).
- Q-4 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 as per the Master Schedule.
- Job Sharers will endeavour to cover their partner for vacation. Where the Job Sharers agree to cover one another, they will not be part of the vacation quota in their Unit. Where the Job Sharers do not agree to cover one another, they will be part of the vacation quota in their Unit and requests for vacation shall be granted in accordance with Article J of Appendix 5.
- Q-6 Should one of the nurses in a Job Sharing position be absent for any reason, other than maternity leave, for a period of up to four consecutive calendar days, her partner will endeavour to cover her work assignment. Should she be unable to work the first day of the assignment, the Hospital will replace in accordance with the Part-Time Agreement. For an absence in excess of four consecutive calendar days, the absent nurse may be replaced by one or more Part-Time nurses as required.

## Q-7 Implementation

- (a) When a Full-Time vacancy arises, such vacancy may be posted as a Job Sharing position.
- (b) An incumbent Full-Time nurse wishing to share her position may request to do so without having her half of the position posted. The other half of the position will be posted in accordance with Article 10.05(a).
- (c) In the event that one of the nurses occupying a Job Sharing position transfers from it, or terminates her employment, the vacancy will be posted as one-half of that position. If, for any reason, no suitable nurse is forthcoming, the nurse who was left on staff from this partnership will be offered the position on a Full-Time basis. Should she decline the position it will be posted as one Full-Time position. When an applicant suitable has been selected, the remaining nurse from the original partnership will transfer to the Regular Part-Time list in accordance with her seniority and in accordance with Article 10.06(a) of

the Part-Time Agreement. During the posting period the remaining nurse of the partnership may work on  $\bf a$  Full-Time basis, should it be necessary, until  $\bf a$  suitable replacement has been found. If this is not possible the Hospital shall have the right to fill that part of the partnership on  $\bf a$  temporary basis until a suitable replacement has been found.

## Q-8 Discontinuation

Either party may discontinue a Job Sharing position with sixty calendar days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen days to discuss the discontinuation. **The** Hospital shall retain the right to make the final decision.

### ARTICLE R - MODIFIED WORK - FULL-TIME AND PART-TIME

- R-1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on LTD by the 15th of each month.
- R-2 When it has been medically determined that a nurse is unable to return to the full duties of her 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 Local Executive to discuss the circumstances surrounding the nurse's return to suitable work.
- R-3 The Hospital agrees to provide the nurse with  ${\bf a}$  copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

DATED AT ST. CATHARINES, ONTARIOTHIS 9. DAY OF July., 1992.

FOR THE ASSOCIATION

FOR THE HOSPITAL

June Dynam Dyn

### LETTER OF UNDERSTANDING

### BETWEEN

## THE ST. CATHARINES GENERAL HOSPITAL

### AND

## ONTARIO NURSES' ASSOCIATION

The current number of Job Sharing positions as of April 1, 1992 are as follows:

Job Sharing Positions		Area
1 3 3		OBS Floor Nursery Caseroom
2 - 2		C3E C3W Mills 3
2 1 2 3		C4E C4W Mills 4 Link Mills 4
		Norris 2 Norris 3
<b>3</b> 3		ICU/PCU C6
Unit		Continuing Care
2 2		OR/Recovery Room ER/Endoscopy
Dated at St. Catharines, Ontario thi	s 9 day of	July , 1992. OCIATION
Joseph Staynes	Susan Bu	gue RN
		Friend, Reg ?.
	Hatherine Shurley &	Prove E.R.O. ON

### LETTER OF UNDERSTANDING

#### **BETWEEN**

### THE ST. CATHARINES GENERAL HOSPITAL

AND

#### ONTARIO NURSES' ASSOCIATION

This is to confirm that the parties agree to meet after the installation of the Hospital's new payroll computer to discuss the concerns of providing Part-Time nurses with a separate vacation cheque.

Dated at St. Catharines, Ontario this 9 day of July , 1992.

FOR THE EMPLOYER

June Dyck

June Dyck

June Dagne RN

Melin Friend, Reg N.

Jarkenie Lovor E.R.O. ONA

### LETTER OF UNDERSTANDING

#### BETWEEN

## THE ST. CATHARINES GENERAL HOSPITAL

### AND

### ONTARIO NURSES' ASSOCIATION

During the term of the Collective Agreement the Employer will survey other Hospitals as to their protocol regarding Uniforms being supplied and areas covered.

Dated at St. Catharines, this 9 day of July 92.

FOR THE EMPLOYER

FOR THE ASSOCIATION

The District of July 92.

June 19 June

## APPENDIX 5-1

Dear (Director of Nursing):

Please accept this letter as my application to enter the Prepaid Leave Plan outlined under Article 11.11 of our Collective Agreement.

My reasons for this request are....

I would like the four-year salary deferral position to start and the one-year leave on My date of return to duty will be

Yours truly,