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EXPIRY: 31 March, 1996

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

- and -

ST. JOSEPH'S GENERAL HOSPITAL  
(hereinafter referred to as "the Hospital")

BETWEEN:

COLLECTIVE AGREEMENT

SOURCE		93 04 01		96 03 31		85	
EFF:		93 04 01		96 03 31		85	
FROM		93 04 01		96 03 31		85	
NO. OF EMPLOYEES		93 04 01		96 03 31		85	
NORME EMPLOYEES		93 04 01		96 03 31		85	
DÉPENSES		93 04 01		96 03 31		85	

ARTICLE 22 - DURATION

- 22.01 This Agreement shall continue in effect until March 31, 1996 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 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.
- 22.04 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 - O.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
  - Appendix 6 - O.N.A. Professional Responsibility Complaint Form

Dated at Thunder Bay Ontario, this 17<sup>th</sup> day of December, 1995

FOR THE EMPLOYER

[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE ASSOCIATION

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]



APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

- |   |   |
|---|---|
| <p>1. Ms. Marilyn G. Booth<br/>Program Manager<br/>Continuing Education - Nursing<br/>Ryerson Polytechnical Institute<br/>350 Victoria Street<br/>Toronto, ON M5B 2K3<br/>(w) 979-5035</p>  | <p>5. Mrs. Maxine Pastirik<br/>Teacher/Program Developer<br/>Niagara College of Applied Arts<br/>&amp; Technology<br/>54 Third Street<br/>Welland, ON L3B 4W4<br/>(w) 416-735-2211</p>            |
| <p>2. Mrs. Patricia Lang<br/>Vice-President, Academic<br/>Georgian College<br/>One Georgian Drive<br/>Barrie, ON L4M 3X9<br/>(w) 705-728-1968 x1260</p>   | <p>6. Ms. Darlene Steven<br/>Associate Professor<br/>School of Nursing<br/>Lakehead University<br/>966 Oliver Road<br/>Thunder Bay, ON P7B 5E1<br/>(w) 807-343-8643</p>                           |
| <p>3. Ms. Louise Lemieux-Charles<br/>Asst. Prof. &amp; Program Director<br/>HMRU, Dept. of Health Admin.<br/>Faculty of Medicine<br/>University of Toronto<br/>Room 201, McMurrich Bldg<br/>12 Queens Park Crescent West<br/>Toronto, ON M4S 1A8<br/>(w) 978-6963</p> | <p>7. Ms. Judy Tiivel<br/>Clinical Nurse Specialist -<br/>Gerontology<br/>Department of Nursing<br/>The Toronto Hospital<br/>Western Division<br/>399 Bathurst Street<br/>Toronto, ON M5T 2S8</p> |
| <p>4. Ms. Patricia Mandy<br/>Director of Nursing<br/>Henderson General Division<br/>Hamilton Civic Hospitals<br/>711 Concession Street<br/>Hamilton, ON L8V 1C3<br/>(w) 905-389-4411</p>  | <p>8. Ms. Donna Tremblay<br/>Dean, Health Sciences<br/>Sault College of Applied Arts<br/>&amp; Technology<br/>433 Northern Avenue<br/>Sault Ste. Marie, ON P6A 5L3<br/>(w) 705-759-6774</p>       |

APPENDIX 3ST. JOSEPH'S GENERAL HOSPITALPAY EQUITY ADJUSTED RATESAPRIL 1, 1993

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.10	\$2778.75
1 Year	18.00	2925.00
2 Years	18.75	3046.88
3 Years	19.78	3214.25
4 Years	20.80	3380.00
5 Years	21.83	3547.38
6 Years	23.11	3755.38
7 Years	24.39	3963.38
8 Years	25.67	4171.38
9 Years	26.96	4381.00
 <u>GRADUATE NURSE</u>		
Start	\$16.58	\$2693.44
1 Year	17.45	2835.21
2 Years	18.17	2953.34

APPENDIX 3ST. JOSEPH'S GENERAL HOSPITALPAY EQUITY ADJUSTED RATESJANUARY 1, 1994

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.38	\$2824.25
1 Year	18.28	2970.50
2 Years	19.03	3092.38
3 Years	20.06	3259.75
4 Years	21.08	3425.50
5 Years	22.11	3592.88
6 Years	23.39	3800.88
7 Years	24.67	4008.88
8 Years	25.95	4216.88
9 Years	27.24	4426.50
 <u>GRADUATE NURSE</u>		
Start	\$16.85	\$2737.54
1 Year	17.72	2879.31
2 Years	18.45	2997.44

APPENDIX 3ST. JOSEPH'S GENERAL HOSPITALPAY EQUITY ADJUSTED RATESJANUARY 1, 1995

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.66	\$2869.75
1 Year	18.56	3016.00
2 Years	19.31	3137.88
3 Years	20.34	3305.25
4 Years	21.36	3471.00
5 Years	22.39	3638.38
6 Years	23.67	3846.38
7 Years	24.95	4054.38
8 Years	26.23	4262.38
9 Years	27.52	4472.00
 <u>GRADUATE NURSE</u>		
Start	\$17.12	\$2781.65
1 Year	17.99	2923.41
2 Years	18.72	3041.55



APPENDIX 3ST. JOSEPH'S GENERAL HOSPITALPAY EQUITY ADJUSTED RATESJANUARY 1, 1996

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.94	\$2915.25
1 Year	18.84	3061.50
2 Years	19.59	3183.38
3 Years	20.62	3350.75
4 Years	21.64	3516.50
5 Years	22.67	3683.88
6 Years	23.95	3891.88
7 Years	25.23	4099.88
8 Years	26.51	4307.88
9 Years	27.80	4517.50
 <u>GRADUATE NURSE</u>		
Start	\$17.39	\$2825.75
1 Year	18.26	2967.52
2 Years	18.99	3085.65

APPENDIX 4

ST. JOSEPH'S GENERAL HOSPITAL

SUPERIOR CONDITIONS

1. In providing the list of nurses from whom dues deductions were made in each month, the Hospital shall also include the following information: the initial list following May 14, 1981, will contain the most recent address the Hospital has on file for each nurse in the bargaining unit. Such list will be updated annually thereafter.
  
2. Nurses in the employ of the Hospital on October 23, 1981, will qualify to receive four (4) weeks vacation with pay at her regular rate upon completion of two (2) continuous years of service so long as such nurses are employed by the Hospital. Further increases in vacation entitlement will be in accordance with 16.01.
  
3. Educational Allowance  
  
Salary recognition of eighty dollars (\$80.00) per month for additional preparation will be paid to a Registered Nurse who holds a Baccalaureate Degree (in Nursing) .
  
4. Sick Leave Provisions  
  
The following portion of the former Sick Leave Plan continues in effect in regard to sick leave credits earned under the former Plan:  
  
The unused portion of the former Sick Leave Plan credits in any year was cumulative up to a maximum of one hundred and twenty (120) working days; a nurse who has completed five (5) years of continuous service on the date of termination of her employment shall be paid one-half (1/2) her unused former Sick Leave Plan credits at the nurse's then current straight time rate of pay.

APPENDIX 5

APPENDIX  
ON  
LOCAL ISSUES

BETWEEN:

ST. JOSEPH'S GENERAL HOSPITAL  
(hereinafter referred to as the "Hospital")

AND:

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

FULL-TIME

ARTICLE I - RECOGNITION

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

Board, including the following:

- "(i) That no position is included in the bargaining unit which can be filled by a person who is not a nurse."

## ARTICLE II - DEFINITIONS

In this Agreement:

- 2.01 "Executive Director" or "Administrator" shall mean the Executive Director at St. Joseph's General Hospital or a person appointed in writing to act in her absence.
- 2.02 "Director of Nursing" shall mean the Assistant Executive Director - Patient Services at St. Joseph's General Hospital or a person appointed in writing to act in her absence.

## ARTICLE III - RELATIONSHIP

- 3.01 Interviews of new employees shall take place during the new employee's orientation period. The Hospital will arrange a place and time once each month for these interviews and will notify the Local Association of the same. The Hospital will also arrange for newly employed nurses not involved in the Hospital Orientation Program to be notified about the above-mentioned interview with the Association.

## ARTICLE IV - HOSPITAL MANAGEMENT RIGHTS

- 4.01 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 provisions of this Agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and

dealt with as hereinafter provided;

- (c) determine in the interest of efficient operation and highest standard of service, job rating or classification, the scheduling of hours of work, work assignments, methods of doing work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be rendered and the methods, procedures and equipment in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.

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

#### ARTICLE V - REPRESENTATIVES AND COMMITTEES

- 5.01 There will be one (1) Nurse Representative for each defined unit in the Hospital, to represent both full-time and part-time nurses.
- 5.02 The Grievance Committee will consist of not more than four (4) nurses, preferably from different departments of the Hospital, to represent both full-time and part-time nurses.
- 5.03 The Hospital-Association Committee will consist of four (4) nurses from the Association, to represent both full-time and part-time nurses, an equal number of representatives from the Hospital and a nurse who is the recording secretary.
- 5.04 A maximum of four (4) nurses from the Local Association, to represent both full-time and part-time, will be recognized for the Negotiating Committee in terms of pay.

#### ARTICLE VI - GRIEVANCE ARBITRATION HEARINGS

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

ARTICLE VII - SENIORITY

- 7.01 Except in unusual circumstances, every nurse will endeavour to give at least four (4) weeks notice of termination of her employment.
- 7.02 The Hospital may compulsorily retire a nurse at normal retirement age of sixty-five (65) years.
- 7.03 The seniority list as provided for in Article 10.02 Central will be filed with the Association and posted on the Association bulletin boards on or before February 15th and August 15th of each year and shall be accurate to the end of the last pay period in the preceding month in each case.

ARTICLE VIII - ASSOCIATION BUSINESS LEAVE OF ABSENCE

- 8.01 No more than five (5) nurses at one time may be absent on Association business leave. Normally, only one (1) nurse from any area or department may be absent on Association business, however, subject to staffing requirements, appropriate advance notice and availability of replacement personnel, a second nurse may be allowed time off. The number of days off in one (1) year by nurses in the full-time and part-time bargaining units will not exceed fifty (50) working days in total.

Except where circumstances do not permit, six (6) weeks advance notice for a leave will be required. In the event members of the Local Association are elected to Provincial Committees, additional time off as necessary to attend meetings will be granted. Such leave, will be in addition to the fifty (50) days allocated to the Local. Such leave will be restricted to a maximum of two (2) nurses at one time from different departments and such two (2) nurses will be in addition to the maximum number of nurses outlined in paragraph 1 above,

ARTICLE IX - BULLETIN BOARDS

- 9.01 (a) The Hospital will provide bulletin boards upon which the Association shall have the right, subject to the prior approval of the Assistant Executive Director -Patient Services or her designate, to post notice of meetings, general meeting minutes and such other notices as may be of interest to the nurses.

(b) The location of these boards will be:

- (i) cafeteria area (the main corridor into the cafeteria);
- (ii) nurses' locker rooms;
- (iii) an eight and one-half inch (8 1/2") by fourteen inch (14") space should be provided on each nursing unit **with** the mutual agreement of the Nurse Manager and the Association.

(c) The cafeteria area bulletin board will include a locked plexiglass fronted notice box, with a key for the Association.

9.02 No notice from the Association may be posted unless it bears the signature of an authorized officer of the Association.

#### ARTICLE X - HOURS OF WORK

10.01 If a nurse opts to take her accumulated overtime as premium time off with pay, the Hospital will make every effort to give the nurse the time off when she requests it. Such time off shall be scheduled at a mutually agreeable time. The maximum allowable accumulation of overtime will be seventy-five (75) hours at any one time. Overtime hours accrued in excess of seventy-five (75) hours will be paid out in the pay period immediately following that in which it was earned. There shall be equitable distribution of standby duty among nurses who normally take standby duty on a rotating basis.

#### 10.02 Scheduling

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

- (a) At least one (1) weekend off in three (3); a nurse will receive premium pay in accordance with the Central Agreement for all hours worked on a third and subsequent consecutive weekend, save and except where:
  - (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or

- (ii) such nurse has requested weekend work; or
  - (iii) such weekend is worked as the result of an exchange of shifts with another nurse. Such worked weekend shall not be counted as a worked weekend for premium pay purposes.
- (b) Schedules will be posted no less than four (4) weeks in advance.
  - (c) No split tours.
  - (d) A nurse will be scheduled off at least one (1) period of two (2) consecutive days within a two (2) week period. Failure to do so will result in the nurse being paid one and one-half (1 1/2) times her regular rate for all hours worked until she receives at least two (2) consecutive days off.
  - (e) A nurse will be scheduled off for at least five (5) consecutive days at either Christmas (to include December 24th, 25th and 26th) or at New Year's (to include December 31st, January 1st and January 2nd) except in areas where the nursing complement is not normally scheduled to work weekends and paid holidays.

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

- (i) a Christmas/New Year's time off request list shall be posted on each unit on or before October 1st in each year;
- (ii) this list will show what the nurse worked the last year and will request the nurse's preference for the current year;
- (iii) the list will come down October 21st;
- (iv) the Nurse Manager will firstly alternate scheduling of Christmas/New Year's time taking into account what was worked the year previously. If the scheduling permits more staff to be off either Christmas or New Year's, the Nurse Manager will look at the holiday request time and schedule off time in accordance with seniority;
- (v) the Christmas/New Year's time will be posted



no less than six (6) weeks prior to Christmas.

The scheduling objectives other than 10.02 (e) may be waived if necessary to provide a workable schedule for the period of December 15th to January 15th.

- (f) A nurse will not normally be scheduled to work more than seven (7) consecutive days. If a nurse works in excess of seven (7) consecutive days, she shall be paid time and one-half for all hours worked until she receives at least two (2) days off.
- (g) No less than fifteen and one-half (15 1/2) hours will be scheduled off between tour changes, without the consent of the nurse. The Hospital will endeavour to schedule no less than forty-eight (48) hours off after night tour. A nurse will be paid premium pay in accordance with Article 14.03 of the Central Agreement for all time worked until fifteen and one-half (15 1/2) hours has elapsed since the end of her last shift worked if the nurse has not consented to the short change.
- (h) A request by a nurse for a change in the posted schedule must be submitted in writing, co-signed by the nurse willing to exchange and approved by the Hospital. Full-time nurses shall be allowed to exchange scheduled tours with part-time nurses and vice-versa.
- (i) If a nurse rotates on day tour and at least one (1) other shift, the Hospital will endeavour to schedule at least fifty percent (50%) of the time worked on day shift. Nurses will not be required to rotate on more than two (2) shifts.

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

- (j) The Hospital will endeavour to develop schedules which will not involve changing tours of duty more than once during the work week.
- (k) Prior to the posting of the time schedule, a nurse may make a request for specific time off in writing to the Hospital. The Hospital will make every

effort to grant these requests. The Hospital will respond in writing, indicating whether or not the request has been granted.

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

10.04 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.
- (b) Total hours worked by the job-sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Unit 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, as well as with other nurses as provided by the Collective Agreement.
- (e) The job-sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) Coverage
  - (i) It is expected that both job-sharers will cover each other's incidental illnesses. If one of the job-sharers is ill, she will report her illness in accordance with Nursing Policy. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences. Job-sharers are not required to cover their partner during sick leave or vacation. Job-sharers are not responsible for arranging

coverage for their position during an absence.

(ii) Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

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

Implementation

- (g) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (h) An incumbent full-time nurse wishing to share her 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.
- (i) 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 according to the Collective Agreement.

Discontinuation

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

ARTICLE XI - VACATIONS

- 11.01 No vacation days may be taken prior to completion of six (6) months continuous service with the Hospital. The vacation entitlement date of a nurse is the anniversary date of her employment.
- 11.02 The Hospital will endeavour to schedule as a weekend off the weekend prior to a nurse's vacation period.
- 11.03 The Hospital will post a full-time vacation request list which is separate and apart from the part-time vacation request list by February 1st of each year and the list will remain posted until March 15th of each year. A finalized vacation list will be posted by March 30th of each year. In cases of conflicts in requests, seniority shall be the deciding factor.

Once the finalized vacation list has been posted, a nurse may request that her posted vacation be changed. Such request shall not be unreasonably denied.

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

- 11.04 In unusual circumstances, a nurse may request her vacation pay in advance of leaving on vacation. Requests must be submitted two (2) working weeks in advance of the leave. Each request will be dealt with on an individual basis.
- 11.05 Vacation credits accrue over a twelve (12) month period. Under normal circumstances, all vacation credits earned are taken within the twelve (12) month period following their accrual. In exceptional circumstances, a nurse may request a carry-over of some vacation days to the next year only.

ARTICLE XII - PAID HOLIDAYS

- 12.01 The Hospital recognizes the following days as paid holidays:

New Year's Day (January 1st)	Labour Day
3rd Monday in February	Thanksgiving Day
Good Friday	Remembrance Day (November 11th)
Victoria Day	Christmas Day (December 25th)
Canada Day (July 1st)	Boxing Day (December 26th)
Civic Holiday (1st Monday in August)	Nurse's Birthday

- 12.02 Where a nurse's birthday falls in Leap Year on February 29th, in Non-Leap Years, March 1st will be deemed to be her birthday.
- 12.03 Where a nurse's birthday falls on another paid holiday, another day will be substituted as the birthday holiday.
- 12.04 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.05 Lieu days off will be scheduled at a mutually agreed upon time within the ninety (90) day period immediately following the holiday. In the event the lieu day off is not taken within such time period, the nurse shall be paid for the lieu day.

Nurses shall be allowed to request up to three (3) lieu days off at a time. Requests for lieu days off shall not be unreasonably denied.

#### ARTICLE XIII - PRE-PAID LEAVE PLAN

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

#### ARTICLE XIV - MISCELLANEOUS

- 14.01 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 or illness (whether or not

the nurses are in receipt of W.C.B. benefits) and those on L.T.D. by the 15th of each month.

- 14.02 When it has been medically determined that an employee 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 employee's return to work.
- 14.03 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
- 14.04 In the event of an error being made in the calculation of a nurse's earnings causing her pay cheque to be short seven and one-half (7 1/2) hours pay or more, the Hospital shall, upon request from the nurse, provide the nurse with a make-up cheque within two (2) business days beyond notification to the Nurse Manager of the error.

#### ARTICLE XV - EXTENDED TOURS

##### 15.01 Objective

To establish extended tours for Registered and Graduate Nurses.

##### 15.02 Introduction and Discontinuation of Extended Tours

- (a) Extended tours shall be introduced into any unit when:
- (i) eighty percent (80%) of the nurses so indicate by secret ballot; and
  - (ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
- (i) fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; or
  - (ii) the Hospital because of
    - (1) adverse affects on patient care, or

(2) inability to provide a workable staffing schedule, or

(3) a wish to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue extended tours.

(c) When notice of discontinuation is given by either party in accordance with paragraph (b) above,:

(i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and

(ii) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

15.03 Trial Period

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

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

(i) eighty percent (80%) of the nurses affected so indicate by secret ballot;

(ii) there is sufficient and suitable staffing complement available to enable extended tours and resultant work schedules to function. The staffing complement deemed sufficient and suitable by the Hospital shall not be unreasonable.

15.04 Scheduling

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

(i) under normal circumstances, nurses on extended tours will not be scheduled to work more than three (3) consecutive days and

shall not be scheduled to work more than four (4) consecutive days and shall receive every second weekend off. Premiums for time worked on a fifth and subsequent extended tour, or the second and subsequent consecutive weekend, shall be paid as provided in Article 14.03, save and except where:

- (1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - (2) such nurse has requested weekend work; or
  - (3) such weekend is worked as the result of an exchange of shifts with another nurse.
- (ii) all other scheduling regulations which apply to nurses working the regular daily tour as provided in Article 10.02 of Appendix 5.

15.05 The parties agree that the provisions of the Full-Time and Part-Time Collective Agreements shall apply to those nurses working extended tours, except as amended or modified by this Article.





LETTER OF UNDERSTANDING

BETWEEN:

ST. JOSEPH'S GENERAL HOSPITAL  
(hereinafter referred to as the "Hospital")

AND:

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

The parties agree to set-up a Scheduling Committee to look at the feasibility of scheduling one (1) weekend off in two (2) for individual units.


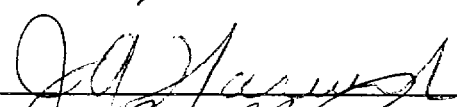
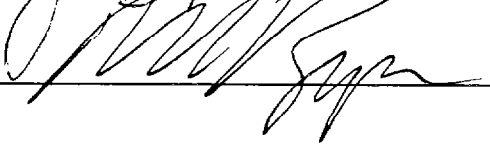
The Committee will do rotations for each unit based on existing staff complement and within existing scheduling objectives, attempting to schedule one (1) weekend off in two (2). If the Committee is able to establish practical and efficient schedules which allow for one (1) weekend off in two (2), the Hospital agrees to try the resultant schedules on the units for a minimum three (3) month period. If the Committee cannot devise such practical and efficient schedules of one (1) weekend off in two (2), there will be no trial period.


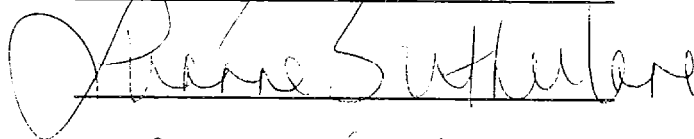


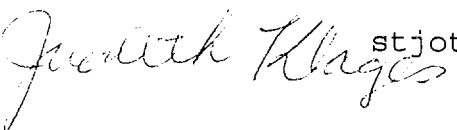
If, after the trial period, both parties are satisfied with the scheduling, then the scheduling will continue in effect as long as staffing is available.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of ~~December~~, 1995.

FOR THE HOSPITAL

FOR THE ASSOCIATION

  
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APPENDIX 3ST. JOSEPH'S GENERAL HOSPITALPAY EQUITY ADJUSTED RATESAPRIL 1, 1993

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.10	\$2778.75
1 Year	18.00	2925.00
2 Years	18.75	3046.88
3 Years	19.78	3214.25
4 Years	20.80	3380.00
5 Years	21.83	3547.38
6 Years	23.11	3755.38
7 Years	24.39	3963.38
8 Years	25.67	4171.38
9 Years	26.96	4381.00
 <u>GRADUATE NURSE</u>		
Start	\$16.58	\$2693.44
1 Year	17.45	2835.21
2 Years	18.17	2953.34

APPENDIX 3ST. JOSEPH'S GENERAL HOSPITALPAY EQUITY ADJUSTED RATESJANUARY 1, 1994

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.38	\$2824.25
1 Year	18.28	2970.50
2 Years	19.03	3092.38
3 Years	20.06	3259.75
4 Years	21.08	3425.50
5 Years	22.11	3592.88
6 Years	23.39	3800.88
7 Years	24.67	4008.88
8 Years	25.95	4216.88
9 Years	27.24	4426.50
 <u>GRADUATE NURSE</u>		
Start	\$16.85	\$2737.54
1 Year	17.72	2879.31
2 Years	18.45	2997.44

APPENDIX 3ST. JOSEPH'S GENERAL HOSPITALPAY EQUITY ADJUSTED RATESJANUARY 1, 1995

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.66	\$2869.75
1 Year	18.56	3016.00
2 Years	19.31	3137.88
3 Years	20.34	3305.25
4 Years	21.36	3471.00
5 Years	22.39	3638.38
6 Years	23.67	3846.38
7 Years	24.95	4054.38
8 Years	26.23	4262.38
9 Years	27.52	4472.00
 <u>GRADUATE NURSE</u>		
Start	\$17.12	\$2781.65
1 Year	17.99	2923.41
2 Years	18.72	3041.55

APPENDIX 3ST. JOSEPH'S GENERAL HOSPITALPAY EQUITY ADJUSTED RATESJANUARY 1, 1996

<u>REGISTERED NURSE</u>	<u>REGULAR STRAIGHT TIME HOURLY RATE</u>	<u>MONTHLY RATE</u>
Start	\$17.94	\$2915.25
1 Year	18.84	3061.50
2 Years	19.59	3183.38
3 Years	20.62	3350.75
4 Years	21.64	3516.50
5 Years	22.67	3683.88
6 Years	23.95	3891.88
7 Years	25.23	4099.88
8 Years	26.51	4307.88
9 Years	27.80	4517.50
 <u>GRADUATE NURSE</u>		
Start	\$17.39	\$2825.75
1 Year	18.26	2967.52
2 Years	18.99	3085.65

APPENDIX 4ST. JOSEPH'S GENERAL HOSPITALSUPERIOR CONDITIONS

1. In providing the list of nurses from whom dues deductions were made in each month, the Hospital shall also include the following information: the initial list following May 14, 1981, will contain the most recent address the Hospital has on file for each nurse in the bargaining unit. Such list will be updated annually thereafter.
2. Where a casual part-time nurse works on any of the holidays listed in Article 15.01 of the Full-Time Collective Agreement, she shall be paid at the rate of time and one-half her regular straight time hourly rate for all hours worked on such holiday, subject to the application of Article 14.04 regarding hours worked in addition to the full tour.
3. Paid Holidays
  - 3.01 (a) The Hospital recognizes the following days as paid holidays:
    - New Year's Day
    - Good Friday
    - Victoria Day
    - Dominion Day
    - Labour Day
    - Thanksgiving Day
    - Christmas Day.
  - (b) The Hospital also recognizes the following days as paid holidays:
    - Civic Holiday (1st Monday in August)
    - Boxing Day (December 26th)
    - Nurse's Birthday
    - Remembrance Day (effective 1980).
  - 3.02 Where a nurse is required to work and works on a paid holiday listed in 3.01 (a) above, the Hospital shall pay to the nurse for each hour worked an amount not less than two and one-half (2 1/2) times her regular wages for that day.
  - 3.03 Clause 3.02 does not apply to a nurse who:

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

3.04 Where a nurse works on a paid holiday listed in 3.01 (b) above, or where a nurse works on a paid holiday listed in 3.01 (a) and does not qualify for payment under 3.02, the Hospital shall pay to the nurse for each hour worked an amount computed at one and one-half (1 1/2) times her regular straight time hourly day tour rate.

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

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

5. Educational Allowance

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