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COLLECTIVE AGREEMENT

BETWEEN

ST., JOSEPH'S HOSPITAL - HAMILTON  
(Hereinafter referred to as "the Hospital")

AND

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

FULL-TIME

EXPIRY DATE: MARCH 31, 1993

MAY 14 1992

(Handwritten signature)

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ARTICLE - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the **nurses** covered by this Agreement; to provide for on-going means of communication between the **Association** and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of **this** Agreement,,
- 1.02 It is **recognized** that nurses wish to work together with the Hospital to secure the **best** possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE - DEFINITIONS & GRADUATE NURSES

- 2.01 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act.
- 2.02 A graduate nurse is defined as a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or **is completing** certification requirements. This **certification** shall be completed within twenty-four (24) months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated from the employ of the Hospital. Such termination shall not be subject matter of grievance or arbitration procedure. **The foregoing** does not apply to nurses employed prior to **October 23, 1981**, except those currently in the process of completing certification requirements who shall be required to complete such certification in accordance with the provisions of the existing collective agreement.
- 2.03 A full-time nurse is a nurse **who** is regularly scheduled to work the normal full-time hours referred to in Article **13**.
- 2.04 A regular part-time nurse **is** a nurse who regularly works less than the normal full-time hours referred to in Article **13** and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual **nurses**. The predetermined basis upon which the commitment to **be** available is made shall be determined in local negotiations.

The definitions shall not have the effect of changing the composition of any existing bargaining units. The Hospital shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular predetermined basis solely for the purpose of **utilizing** casual nurses so as to restrict the number of regular part-time nurses.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Hospital and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or **practiced** by any of their representatives with respect to **any** nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement,
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Hospital premises or during working hours except with the written permission of **the** Hospital or as **specifically** provided for in this Agreement.
- 3.03 It is agreed that there will be no discrimination by either party or by any of the nurses **covered** by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.

ARTICLE 4 - NO STRIKE. NO LOCKOUT

- 4.01 The Association agrees there shall be no strikes and the Hospital **agrees** there shall be no lockouts so **long** as this Agreement continues to operate. The terms "**strike**" and "**lockout**" shall bear the meaning given **them** in the Ontario Labour **Relations** Act.

ARTICLE 5- ASSOCIATION SECURITY

- 5.01 The **Hospital** will deduct from each part-time nurse covered by this Agreement, an amount equal to the regular monthly Association dues **designated** by the Association. The deduction period for a part-time nurse may be extended where she does not receive any pay in a particular month.

- 5.03 The amount of the regular monthly dues shall be **thos authorized** by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Hospital of **any** changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Association dues by the Hospital, the Association agrees to indemnify and **save** harmless the Hospital against any **claims** or liabilities arising or resulting from the operation of this Article.
- 5.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Association, no later than the end of the month following the month in **which** the dues were deducted. In remitting such dues, the Hospital shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and **additions** from the preceding month and their social insurance numbers. A **copy** of this list will be sent **to** the **local** Association.
- 5.06 The **Hospital** agrees that an officer of the Association or nurse representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period, During such interview, membership forms **may** be provided to the nurse. These interviews shall be scheduled **in** advance as determined by local negotiation and may be arranged collectively or individually by the Hospital.
- NOTE: The list provided for in Article **5.05** shall include any other information that is currently provided to **ONA**. Additionally, the Hospital will provide each nurse with a **T-4** Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or **becomes** readily available through the Hospital's payroll system.

## ARTICLE 6 - REPRESENTATION AND COMMITTEES

### 6.01 Nurse Representatives & Grievance Committee

- (a) The Hospital agrees to **recognize** nurse representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business as provided **in** this Collective Agreement. The number of representatives and the areas which they represent are set out in the Appendix of **Local Provisions**.

of 'representatives and the areas which they represent are set out in the Appendix of Local Provisions.

- (b) The Hospital will **recognize** a Grievance Committee, one of whom shall be chairperson. This **Committee** shall operate **and conduct** itself in accordance with the provisions of the Collective Agreement and the number of nurses on the Grievance Committee is set out in the Appendix of Local Provision:;.
- (c) It is agreed that nurse representatives and members of **the** Grievance Committee have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a nurse representative or member of the Grievance Committee is required to enter a nursing unit within the hospital in which she is not ordinarily **employed** she shall, immediately upon entering such nursing unit, report her presence to the **supervisor** or nurse in charge, as the case may be. When resuming their regular duties and responsibilities such representatives shall again report **to** their immediate supervisor. The Hospital agrees to pay for all time spent during their regular hours by such representatives hereunder.

6.02 Hospital-Association t -

- (a) There shall be a Hospital-Association **Committee** comprised of representatives of the Hospital, one of whom shall be the Director of Nursing or her designate and of the **Association**, one of whom shall be the Local President or her designate. The **number** of representatives is set out in the Appendix of Local Provisions and the membership of the **Committee** may be expanded by mutual agreement.
- (b) The Committee shall meet every two **(2)** months unless otherwise agreed and as required under Article **8.01(a)(i)**. The duties of chairperson and secretary **shall** alternate between the parties. Where possible, agenda items, **will be exchanged** in writing at least five **(5)** calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to **the** contrary. Copies of the record shall be provided **to Committee** members.

of concern including the quality and quantity of nursing care;

ii) dealing with complaints referred to it in accordance **with** the provisions of **Article 8**, Professional Responsibility;

iii) discussing and reviewing **matters** relating to orientation and in-service programs;

(d) The Hospital agrees to pay for **time** spent during regular working hours for **representatives** of the Association attending at such meetings,

6.03

(a) Negotiating Committee

, The Hospital agrees to **recognize** a Negotiating Committee comprised of representatives of the Association for the purpose of negotiating a renewal agreement. The number of nurses on the Negotiating Committee is set out in the **Appendix** of **Local Provisions**. The Hospital agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including, arbitration.

(b) Central Negotiating Team

In central bargaining between the Ontario Nurses' Association and the Participating Hospitals, a nurse serving on the Association's Central Negotiating Team shall be paid for **time** lost from her regularly scheduled straight **time** working hours at her regular rate of pay, and without loss of leave credits, **for** attending central **negotiating** meetings with the Hospitals' Central Negotiating Committee up to, but not including, arbitration.

Central Negotiating **Team** members shall **receive** unpaid time off for the purpose of **preparation** for negotiations. The Association will advise the Hospitals concerned, as far in advance as possible, of the dates for which leave is being requested.

Upon reference to arbitration, the Central Negotiating Team members shall receive unpaid **time** off for the purpose of attending arbitration hearings.

Time spent on such meetings **will** not be considered leave under, **Article 11.02**, Leave for Association Business.



Time spent on such meetings will not be considered leave under Article 11.02, Leave for Association Business.

The maximum number of Central Negotiating Team members entitled to payment under this provision shall be eight (8), and in no case will more than one (1) nurse from a hospital be entitled to such payment.

The Association shall advise the Hospitals' Central Negotiating Committee of those nurses to be paid under this provision. The Hospitals' Central Negotiating Committee will make such request known to the affected hospitals.

For any unpaid leave of absence under this provision, the nurse's salary and percentage in lieu of fringe benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and percentage in lieu of fringe benefits.

. 6.04 Accident Prevention - Health & Safety Committee

- (a) The Hospital and the Association agree that they mutually desire to maintain standards of safety and health in the hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Association from amongst bargaining unit employees'.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required, The Committee shall maintain minutes of all meetings and make the same available for review.

Health and Safety **Committee** in accordance with **t. foregoing**, shall **be** granted and **any** representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular **earnings** as, a result of such attendance.

- (4) The Association agrees **to** endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Accident Prevention - Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Hospital at her regular rate and she shall **be** entitled to such **time** from work **as** is necessary to attend scheduled meetings.
- (i) Pregnant employees may request to **be** transferred from **their** current duties if, in the professional opinion of the **employee's** physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will **be** granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (j) Where **the** Hospital identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there **are** available protective medications, such medications shall be provided at no cost to the nurses.

NOTE : Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Hospital and the other Unions representing employees **of the** Hospital.

6.05 The Association may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.

6.06 The Association shall keep the Hospital notified in writing of the **names** of the nurse representatives and/or **Committee** members and Officers of 'the Local Association appointed or selected under this **Article** as well as the effective date of their respective appointments.

6.07 All reference to nurse representatives, committeemembers and officers in this Agreement shall be deemed to mean nurse representatives, committee **members** or officers of the Local Association.

- 6.07 All reference to nurse representatives, committee members and officers in this Agreement shall **be** deemed to mean nurse representatives, committee members or officers of the Local Association.
- 6.08 The Hospital agrees to give representatives of the Ontario **Nurses'** Association access to the premises of the Hospital for the purpose of attending grievance **meetings** or otherwise assisting in the administration of **this** Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to **the** premises only with the approval of the Administrator which will not be unreasonably withheld,
- 6.09 Where a nurse makes prior arrangements for **time** off from a tour of duty, the nurse shall not be scheduled to work another tour that day.
- 6.10 Nurses who are members of committees pursuant to Regulation 518 of the Public Hospitals Act will suffer no loss of earnings for time spent during regular working hours for attending committee **meetings**.

Where a nurse attends a committee meeting outside of regularly scheduled **hours**, she will be paid for all hours spent in attendance at meetings at her regular straight time hourly rate.

#### ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation **of the** Agreement including any question as to whether a matter is **arbitrable**.
- 7.02 At the **time** formal discipline is imposed or at any stage of the **grievance** procedure, including the complaint **stage**, a nurse is entitled **to** be represented by her nurse representative. In the case of suspension or discharge, the: **Hospital** shall notify the **nurse** of this right in advance.
- 7.03 It is the **mutual** desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and **it** is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of **adjusting** her complaint. Such complaint shall be discussed with her immediate supervisor within nine **(9) calendar days** after the **circumstances** giving rise to it have occurred or ought reasonably to have come to **the** attention of the nurse and failing **settlement** within nine **(9) calendar days**, it shall then be taken up as a grievance within nine **(9)**

Step No. 1

The nurse may submit a **written grievance**, signed by the nurse, to her immediate supervisor. The grievance shall be on a form referred to in Article 7.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of **the Agreement** which are alleged to be violated. The immediate supervisor will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the nurse may submit the written grievance to the Director of Nursing or her designate who will deliver her decision in writing within nine (9) calendar days from the date on which the written grievance was presented to her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step No. 3

Within nine (9) calendar days following the decision in **Step No. 2**, the grievance may be submitted in writing to the Hospital Administrator or her designate. A meeting will then be held between the Hospital Administrator or her designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the **grievor** may be present at the meeting. It is further understood that the **Hospital Administrator** or her designate may have such counsel and assistance as she may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the third step grievance **reply** will be provided to the Employment Relations Officer.

7.04

A complaint or grievance arising directly between the Hospital and the Association concerning **the** interpretation, application or alleged violation of the Agreement shall **be** originated at Step No. 3 within fourteen (14) calendar days **following** the circumstances giving rise to the complaint or grievance. A grievance by the Hospital shall **be** filed with the **Local President** or her **designate**.

by the Hospital shall be filed with the Local President or her designate.

7.05 Where a number of nurses have identical **grievances** and each nurse would be entitled to grieve separately, they may present a group grievance in writing signed by each **nurse who is grieving** to the Director of Nursing or her designate within fourteen **(14) calendar days** after the circumstances giving rise to the grievance have occurred or ought **reasonably** to have **come** to the attention of the nurse(s) . The grievance shall then be treated as being **initiated at** Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such **grievance**.

7.06 The **release** of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement. A claim by a nurse who has completed her probationary period that she has been unjustly discharged or suspended **shall** be treated as a **grievance** if a written statement of such grievance is lodged by the nurse with the Hospital at Step No. 3 within seven **(7)** calendar days after the date the discharge or suspension is effected. **Such** special grievance **may be** settled under the Grievance or Arbitration Procedure by::

- (a) confirming the **Hospital's** action in dismissing the nurse; or
- (b) reinstating the nurse **with** or without **loss** of seniority and **with or** without **full** compensation for the **time** lost; or
- (c) by any other arrangement which **may be** deemed just and equitable.

The Hospital agrees to provide! written reasons within seven **(7)** calendar days to the affected nurse in the case of discharge or suspension and further agrees that; it will not suspend, discharge or otherwise discipline a **nurse** who **has** completed her probationary period, without **just cause** .

7.07 Failing **settlement** under the foregoing procedure of any grievance between the parties arising from the **interpretation, application, administration or alleged** violation of this Agreement, including any question as to whether a **matter** is **arbitrable**, such grievance may be **submitted** to arbitration as hereinafter **provided**. If no written request for **arbitration** is received within eighteen **(18)** calendar days after the decision under **Step** No. 3 is given, the grievance shall **be** deemed to have been abandoned. Where such ,a written request is postmarked within sixteen **(16)** calendar days after the

- 7.08 All agreements' reached under the grievance procedure between **the representatives** of the Hospital and the representatives of the Association will be final and binding upon the Hospital and the Association and the **nurses**.
- 7.09 Association grievances shall be on **the** form set out in Appendix 1.
- 7.10 When **either** party requests that any matter be submitted to arbitration as provided **in** the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the **same** time **name** a nominee. Within seven (7) calendar days thereafter the other party shall name a **nominee**, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the **Province** of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If **they** are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.11 No person may be appointed as an arbitrator who has been **involved** in an attempt to negotiate or settle the grievance.
- 7.12 No matter may be **submitted** to arbitration which has not been properly carried through **all** requisite steps of the Grievance **Procedure**.
- 7.13 The Arbitration Board shall not be **authorized** to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.14 The proceedings 'of the **Arbitration** Board will **be** expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the, **chairman** will be final and **binding** upon the parties hereto and the nurse or nurses concerned.
- 7.15 Each of the parties hereto will bear the expense **of** the nominee appointed by it and the parties will share equally the fees **and expenses**, if any, of the chairman of the Arbitration Board.
- 7.16 The **time limits** set out in the Grievance and Arbitration **Procedures** herein are mandatory and **failure** to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance

- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.17 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 8 - PROFESSIONAL RESPONSIBILITY

- 8.01 In the event that the Hospital assigns a number of patients or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:
- (a) i) Complain in writing to the Association-Hospital Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Association-Hospital Committee shall convene a meeting of the Association-Hospital Committee, within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association-Hospital Committee the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Hospital and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
  - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings,

- (b) i) The list of Assessment Committee Chairpersons is attached as Appendix 2. During the term of this Agreement, the Central Negotiating Teams shall meet as necessary to review and amend by agreement the list of chairpersons of Professional Responsibility Assessment Committees.

The parties agree that should a Chairperson be required, the Ontario Hospital Association and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Hospital or community, the next person on the list will be approached to act as Chairperson,

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

#### 8.02 Orientation and In-Service Program

The Hospital recognizes the need for a Hospital Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Hospital and the nurses involved.

- 8.03 Before assigning a newly hired nurse in charge of a nursing unit, the Hospital will first provide orientation both to the Hospital and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of her orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.

- 8.04 Nurses recalled from layoff under Article 10.07 (a), nurses whose probationary period has been extended under Article 10.01, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Hospital. A request by such a nurse for orientation shall not be unreasonably denied,



and regular part-time nurses who transfer on a permanent basis **may be** provided any orientation determined necessary by the Hospital. A request **by** such a nurse for orientation shall not be unreasonably denied,

8.05 Both the Hospital and the Association **recognize** their joint responsibility and commitment to **provide**, and to participate **in**, in-service education, The Association supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be **publicized** and the Hospital will endeavour to provide nurses with **opportunities** to attend such **programs** during their regularly scheduled working hours.

8.06 The delegation **of** Added Nursing **Skills** and Sanctioned **Medical** Acts ([Special Procedures) to nurses shall be in accordance with guidelines established by the College of **Nurses** from **time to time** and any approved Hospital policy related thereto.

8.07 'When a nurse is on duty and **authorized** to attend any **in-service** program within the hospital and during her **regularly** scheduled working hours, she shall suffer *no* loss of regular pay. When a nurse is required by the **Hospital** to attend courses outside of her regularly scheduled working hours, **she** shall be paid for **all** time spent in attendance on such courses at her regular straight time hourly **rate** of pay.

8.08 Nurses **maybe** required, as part of their regular duties, **to** supervise the activities of students and will be informed in writing of their responsibilities in relation **to** these students.

**Any** information that is provided to **the** Hospital by the educational institution **with** respect to the skill level of the students **will** be made **available** to the nurse; recruited to supervise the students.

8.09 The Hospital undertakes to notify the Association in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of the nurse within the bargaining unit.

The Hospital agrees to discuss with the Association the effect of such technological changes on the employment status of the nurses and to consider practical ways and **means** of **minimizing** the **adverse** effect, if **any**, on the 'nurses concerned.

- 8.10 Where computers are introduced **into** the workplace **ar**. nurses are required to **utilize** those computers in the course of their duties, the Hospital agrees that necessary computer training will be provided at no cost to the nurses **involved**.

ARTICLE 9 - ACCESS TO FILES

- 9.01 A copy of any completed evaluation which is to be placed **in** a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as **having** been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such **evaluations** do not constitute disciplinary action by the Hospital against the nurse.

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request.

No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

- 9.02 Any letter of reprimand, suspension or other sanction will be removed **from** the record of a nurse eighteen (18) months following the receipt of such letter, suspension **or** other sanction provided that the nurse's record has been discipline free for one year.

ARTICLE 10 - SENIORITY (SUBJECT TO PENDING INTEREST ARBITRATION)

- 10.01 (a) Newly hired nurses shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire, 450 hours of work for nurses whose regular hours of work are other than the standard work **day**). If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary nurse and the President of the Local Association or her designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Association at **least** fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and **agreed that** any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where **requested**, the Hospital will **advise** the nurse and the **Association** of the basis of such extension..

that **any extension** to the probationary period will **not** exceed an additional sixty tours (450 hours) worked and, where requested, the **Hospital** will advise the nurse and the Association of the basis of such extension.

(b) A nurse who transfers from casual part-time or **full-time to regular part-time** status shall not be required to serve a probationary period where she has previously completed one **since** her date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine (9) months immediately preceding the transfer shall be **credited** towards the probationary period.

10.02

(a) A seniority list shall **be** established for all regular part-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of **all** regular part-time probationary nurses shall be included in the seniority list. A copy of the current seniority list **will be filed** with the President of the Local Association, or her designate, on request but not **more** frequently than once every six (6) months at **a time to be determined** locally. A copy of the seniority list shall also be posted at the same time. Seniority on such lists will be expressed in terms of total hours worked.

(b) A seniority list shall be maintained for casual part-time nurses for the purposes of **Article 10.05** only. A copy of the current seniority list will be filed with the President of the Local Association, or her designate, on request but not more frequently than once every six (6) months **at a time to be determined** locally. A copy of the seniority list shall also be posted at the same **time**. Seniority on such lists will be expressed in terms of total hours worked, and shall be established on the following **basis**:

i) At hospitals where casual nurses had seniority under the provisions of a Collective Agreement prior to October **23, 1981**, such seniority shall continue with accumulation of hours worked **since** October **23, 1981**.

ii) At hospitals where there was no such seniority, the seniority list in **10.02 (b) (PT)** shall show accumulation of hours worked since October **23, 1981**.

benefits including the period of the disability program covered by Unemployment Insurance.

Notwithstanding this provision, seniority and service will accrue and the Hospital will continue to pay the premiums for benefit **plans** for nurses for a period of up to seventeen **(17)** weeks while a nurse is on pregnancy leave under Article **11.07** and for a period of up to eighteen **(18)** weeks while a **nurse** is on parental leave under Article **11.08**.

NOTE : Nurses presently enjoying the accumulation of seniority for greater periods shall continue to receive such seniority benefits while employed by the Hospital.

10.05 A nurse shall lose all service and seniority and shall be deemed to have terminated if she:

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four **(24)** calendar months ;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is **given** to the Hospital;
- (e) is absent from scheduled work for a period of three **(3)** or more consecutive working days without notifying the Hospital of such absence and providing a **satisfactory reason** to the Hospital;
- (f) fails to return to work (subject to the provisions of **10.05 (e)**) upon termination of an **authorized** leave of absence without satisfactory reason or **utilizes a leave** of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her intention to return within five **(5)** calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven **(7)** calendar days after she has received the notice of recall or such further **period** of time as may be agreed upon by the parties. .
- (h) is absent from **work due to illness** or disability for a period of thirty **(30)** months **from the time** such absence commenced.

after she has received the notice of recall or such further period of **time** as may be agreed upon by the parties;

(h) is **absent** from work due to illness or disability for a period of thirty **(30)** months from the **time** such absence commenced.

10.05

(a) Where a permanent regular part-time vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven **(7)** consecutive calendar days. Nurses ~~in~~ this bargaining unit and nurses in another **ONA** bargaining unit at the hospital, **if** any, may make written application for such vacancy within the seven **(7)** day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy **are to** be posted for three **(3)** consecutive calendar days.

(b) A nurse may make a written request for transfer by advising the **Hospital** and filing a Request for Transfer form indicating her **name**, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Hospital and shall remain so until December **31** following. Such requests will be **considered** as applications for posted vacancies and subsequent vacancies created by **the** filling of a posted **vacancy**.

A list of vacancies filled in the preceding month under Articles **10.05 (a)** and **(b)**, and the names of the successful applicants, will be posted, with a copy provided to the Association. Unsuccessful **applicants** will be notified.

At the request of the nurse, the Hospital **will** discuss with unsuccessful applicants ways in which **they** can improve their qualifications for future postings.

(c) Nurses **shall** be selected **for** positions under either **10.05 (a)** or **(b)** on the basis of their **skill**, ability, experience and **qualif** ications. Where these factors are relatively **equal** amongst the nurses considered, seniority shall govern providing the successful applicant, **if** any, is qualified to perform the available! work within an appropriate **familiarization period**. Where seniority governs, **the most** senior applicant, regardless of her **ONA** bargaining unit, will be selected. Where the applicant has been selected in accordance with this

her former job, and the filling of the **subsequent** vacancies will likewise be **reversed**.

- (d) Vacancies which are **not** expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including maternity) may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to **utilizing** non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any **claim** for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the **terms** of the part-time **Collective** Agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (e) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse **selected** to fill the vacancy to be assigned to the job.
- (f) A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of **her** selection.

10.07

- (a) A layoff of nurses shall **be** made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to **the foregoing**, **probationary** nurses shall be **first** laid off.

Nurses shall be recalled in **the** order of seniority, unless otherwise agreed **between** the Hospital and local Association, provided that the nurse is qualified to perform the available work.

- (b) Where a vacancy occurs in a position following a layoff hereunder as a **result** of which a nurse had been transferred to another position, the affected nurse will be offered the **opportunity** to return to

Regular part-time nurses shall be recalled in the order of seniority, **unless otherwise** agreed between the **Hospital** and local Association, provided that the nurse is qualified **to** perform the available work.

- (b) Where a vacancy occurs in a position following a layoff hereunder as **a** result of which a regular part-time nurse had **been** transferred to another position, the (affected nurse will be offered the opportunity to return to her former position providing such vacancy occurs within six **(6)** months of the date of layoff,. **Where** the nurse returns to her former position, there shall be **no** obligation to consider the vacancy under Article **10.05**. Where the nurse refuses the opportunity to return to her former position, she shall advise the Hospital in writing,
- (c) No reduction in the hours of work shall take place to **prevent** or reduce the impact of a layoff without the consent of the Association.
- (d) All regular part-time and full-time nurses represented by the Association who are on layoff **will** be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.

10.07 In the event **of** a proposed layoff at the Hospital of a permanent or long-term nature affecting regular **part-time** nurses, the Hospital will:

- (a) provide the local Association with no less than thirty **(30)** calendar days' notice of such layoff  
a n d
- (b) meet with the local Association to review the **following**:
  - i) the reasons causing the layoff;
  - ii) the **service** which the Hospital will undertake after the layoff;
  - iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

In the event of a proposed layoff at the Hospital which is not of a permanent or long **term** nature or bed cut-back or a cut-back in service which will result in displacement of 'staff, the **Hospital** will provide the local Association with reasonable notice. If requested, the Hospital will meet with the local Association to

- 10.09 (a) A nurse who is transferred to a position outside the bargaining unit shall, subject to (b) below retain, but **not** accumulate, her seniority held at the time of the transfer, In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits., **It** is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- 10.10 (a) Head nurses and **supervisors** excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly **cause** or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit,
- (b) The Hospital shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees follows. Contracting out to an Employer who is **organized** and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single **shift** coverage of vacancies due to illness or leaves of absence.

NOTE 1: In the bargaining units, where full-time and part-time nurses are both employed, seniority lists and layoff and recall rights of part-time nurses shall be separate from full-time nurses.

NOTE 2: The seniority list referred to in Article 10.02 shall include any other information that is currently provided to the Association.

#### ARTICLE 11 - LEAVES OF ABSENCE

- 11.01 Written requests **for** a personal leave of absence without pay will **be** considered on an individual basis by the Director of Nursing or her designate. Such requests are to be given as far in advance **as** possible and a written



NOTE 1: In the bargaining units where full-time and **part-time** nurses are both employed, seniority lists and layoff and recall rights of part-time nurses shall be separate from full-time nurses,

NOTE 2: The seniority list referred to in Article **10.02** shall include any other information that is **currently** provided to the Association.

**ARTICLE ~~1~~ LEAVES OF ABSENCE:**

**11.01** Written requests for a personal leave of **absence** without pay will be considered on an individual basis by the Director of Nursing or her designate. such requests are to be given as far in advance as possible and a written reply will be given within fourteen (**14**) days; except in **'cases of emergency** in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

**11.02** Leave for Association Business

The Hospital agrees to grant leaves of absence, without **pay**, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. The cumulative total leave of absence, the amount of notice, the number of nurses that may be absent **at** any one time and from any one area and the number of **days** is **set** out in the **Appendix** of **Local Provisions**. **During** such leave of absence, the **nurse's** salary and percentage in lieu of **fringe** benefits shall be maintained by the Hospital and the local Association agrees to reimburse the Hospital in the amount of the full cost of such **salary** and percentage in **lieu** of fringe benefits except for **Provincial Committee meetings** which **will** be reimbursed by the Association. The **Hospital** will bill the Local Association **within** a reasonable period of time.

**11.03** Leave, Board of Directors

A nurse who is elected to the Board of Directors of the **Ontario Nurses' Association**, other than to the office of President, shall be granted upon request such leave(s) of absence as **she** may require to **fulfill** the duties of her position. Reasonable **notice** --sufficient to adequately allow the Hospital **to minimize** disruption of its **services** shall be given to the Hospital for such **leave of absence**. There **shall** be **no loss** of seniority or service **during** such leave of absence. Leave of **absence** under this provision shall be in addition to the **Association leave provided** in **Article 11.02** above. During such **leave** of absence, **the nurse's** salary and applicable benefits shall be maintained by the **Hospital**

benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Hospital of her intention to return to work at least two (2) weeks prior to the date of such return.

11.05 Bereavement Leave

A nurse who notifies the Hospital as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. "Spouse" for the purposes of bereavement leave will include a partner of the same sex. Where a nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

11.06 Jury & Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the hospital, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies the Hospital immediately on the nurse's notification that she will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available,

11.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Hospital the **full amount of** compensation received excluding **mileage**, travelling and **meal allowances** and an official receipt where available.

11.07 Pregnancy v e

- (a) Pregnancy leave will be granted in accordance with the provisions of the **Employment Standards Act** except where amended in this provision.
- (b) The nurse shall give written notification at least one **(1)** month in advance of the date of commencement of such leave **and** the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection **(b)** above by written **notification** received by the Hospital at least four **(4)** weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable **job**.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave **may** be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a **maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day)**.

The Hospital will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) The Hospital may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

11.08 Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary

receipt of confirmation of the pending adoption,, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing,

- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job,
- (d) Nurses newly hired to **replace** nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance **or** arbitration, If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully **completing** her probationary period. The nurse shall be credited with tours worked (hours worked for nurses **whose** regular hours of work are other than the standard work day) **towards** the probationary period provided in Article 10.01. (a) to a maximum of 30 tours (**225** hours for nurses whose regular hours of work are other than the standard work day).

The Hospital will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) Effective **April 1, 1991** on confirmation by **the** Unemployment Insurance Commission of **the** appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental **leave as** provided under this Agreement who has applied for and is in receipt of **Unemployment Insurance** pregnancy benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment; benefit. That -benefit will be equivalent to the difference between **seventy-five** percent (**75%**) of her regular weekly earnings **and** the **sum** of her **weekly** Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (**10**) weeks. The nurse's regular weekly earnings **shall** be determined by multiplying her regular hourly rate on her last day worked prior **to** the commencement of the **leave times** her normal weekly **hours**.

any examinations required in any **recognized country** in which nurses are enrolled to upgrade their nursing **qualifications**.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the **nurse's** employment at the hospital may be granted **at** the discretion of the Hospital upon **written** application by the nurse to the Director of Nursing or her designate.

11.10 Professional leave with pay **will** be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

Any employee who is on an **authorized** leave of absence as of October **23, 1981**, shall be **entitled** to continue the leave in accordance with the terms thereof.

11.11 Pre-paid Leave Plan

Effective **April 1, 1989**, the Hospital agrees to introduce a **pre-paid** leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is (available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part **LXVIII** of the Income Tax Regulations, Section **6801**, to enable them to take a **one (1)** year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e. ; the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August **31** the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Hospital.
- (d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will **be** given the next level of priority on the basis of seniority.

- (b) The nurse must make written application to the Director of Nursing at **least six (6)** months prior to the intended **commencement** date of the program (i.e.; the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that **may** be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August **31** the following **year** or such other twelve **(12)** month period as may be agreed upon by the nurse, the local Association and the Hospital.
- (d) Written applications will be reviewed by the Director **of** Nursing or her designate. Leaves **requested** for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes **will** be given the **next** level of priority on the basis of seniority.
- (e) During the four **(4)** years of salary deferral, **20%** of the nurse's gross annual earnings will **be** deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between **the** Hospital and the nurse.
- (h) All benefits shall be kept whole during the four **(4)** years **of** salary deferral. During the year of **the** leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will **not** accumulate during the period of leave.
- (i) A nurse may withdraw **from** the plan at **any** time during the deferral **portion** provided three **(3)** months notice is given the Director **of** Nursing. **Deferred** salary, plus accrued interest, if any, will be **returned to the** nurse, within a **reasonable** period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be **returned to** the nurse **within a**

- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a **comparable** job.
- (m) Final approval for entry into the **pre-paid** leave program will be subject to the nurse entering into a formal agreement with the Hospital in order to **authorize** the Hospital to **make** the appropriate deductions from the nurse's pay. Such agreement will include:
  - (a) A statement that the nurse is entering the pre-paid leave program in accordance with Article **11.11** of the Collective Agreement.
  - (b) The period of salary deferral and the period for which the leave is requested.
  - (c) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Hospital to enter the **pre-paid** leave program will be appended to and form part of the written agreement.

NOTE 1: Provisions in existing Collective Agreements providing for paternity leave shall be continued in effect and added to the above provisions in such Collective Agreements.

NOTE 2: Provisions in existing Collective Agreements providing for time off to study for College of Nurses examinations, to write registration examinations or examinations for courses of study related to employment shall be continued in effect and added to the above provisions in such Collective Agreements.

**ARTICLE 12 - ~~I~~ SICK LEAVE AND LONG-TERM DISABILITY.**

12.0.1 The Hospital will **assume** total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure.

The Hospital will pay **75%** of the billed premium towards coverage of **eligible** employees under the long-term disability portion of the Plan (**HOODIP** or an equivalent plan). The **employee** will pay the balance of the billed **premium** through payroll deduction. For the purpose of **transfer** to the short-term portion of the disability program, **employees** on the payroll as of the effective date of the transfer with three **(3)** months or more of service, **shall be** deemed to have three **(3)** months of



ARTICLE 13 - HOURS OF WORK

13.01 The following provision designating regular hours on a daily **tour** and regular daily tours over the nursing schedule determined **by the Hospital** shall not be **construed** to be a guarantee of the hours of work to be performed on each tour or during **each** tour schedule.

Subject to **Article 13.02** below:

- '(a) The normal daily **tour shall** be seven and one-half (**7-1/2**) consecutive hours in **any** twenty-four (**24**) hour period exclusive of an unpaid one-half (**1/2**) hour meal period, it **being** understood that at the change of tour there will normally be additional time required for reporting which shall **be** considered to be part of the normal daily tour, for a period of up to fifteen (**15**) minutes' duration. Should the reporting **time** extend beyond fifteen (**15**) minutes, however, the entire period shall **be** considered **overtime** for the purposes of payment under **Article 14**.
- (b) **Nurses shall** be entitled, subject **to** the exigencies **of** patient care, to relief periods during the tour on the basis of fifteen (**15**) minutes for each half tour. The scheduling of meal periods and relief periods shall be determined **by** local negotiation.
- (c) Where a nurse notifies her supervisor that she has been or will be unable **to** take the normal lunch break due to the requirement of providing patient **care**, such nurse shall be paid time and one half (**1-1/2**) her regular straight time hourly rate for all time worked in excess of her normal daily hours.

13.02 Where nurses are now **working** a longer daily tour, the provisions set out in this Article governing the regular hours **of** work on a daily tour shall be adjusted accordingly.

The normal daily extended tour shall be **11.25** consecutive hours in any **24-hour** period, exclusive of a total of forty-five (**45**) minutes of unpaid meal time.

Nurses shall **be** entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of forty-five (**45**) minutes.

The scheduling of meal and relief periods shall be determined **by** local negotiations.

of The Workers' Compensation Act, the Hospital, c application from the nurse, Will supplement the award made by the Workers' Compensation Board for loss of wages, to the nurse by such amount that the award of The **Workers'** Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred per cent (100%) of the nurse's net earnings to the limit of the nurse's accumulated sick leave credits. Nurses may **utilize** such **sick** leave credits while awaiting approval of a claim for Workers' Compensation.

- 12.04 When a nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or **Workers'** Compensation benefits, she shall be paid for the balance of the **tour** at her regular straight time hourly rate. **This provision** will not **disentitle** the nurse to a lieu day under Article 15.05 if she otherwise qualifies.
- 12.05 Nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.06 A nurse who transfers from full-time to part-time may **elect** to retain her accumulated sick leave credits to be **utilized** during part-time or subsequent full-time employment as provided under the sick leave plan in which she participates as of the date of this award.
- 12.07 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under **HOODIP** may be subject to grievance and arbitration under the provisions **of** this Agreement.
- 12.08 Nurses presently employed who are covered by a long-term disability plan in **effect as** of the date of this award, may **elect** to be covered by **HOODIP** or to continue their present coverage.
- 12.09 The Hospital further agrees to pay employees an amount equal to any loss of benefits under **HOODIP** for the first two days of the fourth and subsequent period **of** absence in any calendar year.
- 12.10 During the term of operation of this Collective Agreement, the Hospitals will meet and consult with the Association with the view to assisting the parties in the next set of negotiations to improve the benefit coverage provided by **HOODIP**.
- 12.11 The Hospital will notify each nurse of the amount of unused sick leave in her bank annually.

request of a nurse or a change-over to daylight saving from standard **time** or vice-versa or **an** exchange of tours by **two nurses**.

- 14.03 Work scheduled **by** the Hospital to which a premium is attached under scheduling regulations contained in the Collective Agreement and set out in the Appendix of Local Provisions shall be paid at one and one-half **(1-1/2)** times the nurse's regular straight **time** hourly rate or as otherwise provided.
- 14.04 Where **a** nurse is required to work on a paid holiday **or** on an overtime tour or on a tour that is paid at the rate of **time** and one-half (1-1/2) her regular straight time hourly rate **as** a result of **14.03** above and she is required to work additional hours following her full tour on that day (**but** not including hours on a **subsequent** regularly scheduled tour for such nurse) **she shall** receive two **(2) times** her regular straight **time** hourly rate for such additional hours worked.
- 14.05 A part-time nurse who reports for work as scheduled, unless otherwise **notified** by the Hospital, shall receive a minimum of four **(4) hours'** pay at her **regular** straight time **hourly** rate. She shall be required to perform any nursing duties assigned by the Hospital which she is capable of doing, if her regular duties are **not** available.
- 14.06 Where a regular part-time nurse has completed **her** regularly scheduled tour and left the hospital and is **called** in to work outside her regularly scheduled working hours, or where a nurse is called back from **standby**, she **shall** receive **time** and one-half **(1-1/2)** her regular straight time hourly rate for all hours worked with a **minimum** guarantee of four **(4) hours'** pay at **time** and **one-half (1-1/2)** her regular straight time hourly rate except to the extent **that** such four **(4)** hour period overlaps or extends into **her** regularly scheduled shift. In such a case, she **will** receive **time** and one-half **(1-1/2)** her regular **straight time** hourly rate for actual hours worked up to 'the 'commencement of her regular shift.
- 14.07 A **nurse** who is required to remain available for duty on standby **outside her** regularly scheduled working hours shall receive standby pay in the **amount** of two dollars and fifty cents **(\$2.50)** per hour for the period of standby **scheduled** by the Hospital, Where such standby **duty falls** on a **paid** holiday, as set out in the Appendix of **Local** Provisions, the nurse **shall** receive standby pay in the amount of three dollars **(\$3.00)** per hour. Standby pay shall, **however**, cease where the nurse is called in to **work** under Article **14.06** above and works during the period-of standby.

- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by local negotiations.
- (c) The regular daily tours of duty of a nurse shall average five (5) days per week over the nursing schedule determined by the Hospital. Nursing schedules shall be determined by local negotiation. Nurses in the bargaining unit engaged in teaching in Schools for R.N.A.'s shall work a flexible schedule, Monday to Friday, averaging 37½ hours per week over the schedule to be determined by local negotiations.
- (d) Where a nurse notifies her supervisor that she has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid time and one half (1-1/2) her regular straight time hourly rate for all time worked in excess of her normal daily hours.

13.02 Where nurses are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of forty-five (45) minutes.

The scheduling of meal and relief periods shall be determined by local negotiations.

The introduction or discontinuance of longer daily tours shall be determined by local negotiations.

NOTE:: Hospitals that have extended tours that are presently different than the above, shall maintain those conditions.

#### ARTICLE 14 - PREMIUM PAYMENT

14.01 If a nurse is authorized to work: in excess of the hours referred to in Article 13.01 (a) or (c), she shall receive overtime premium of one and one-half (1-1/2) times her regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall

any **special** circumstances not dealt with under the foregoing provisions.

NOTE: The Hospital agree's to continue to pay any greater monetary benefit for ambulance escort duty if such greater benefit was paid by the Hospital under a Collective Agreement. immediately prior to this Agreement. This note applies at Hospitals where this superior condition exists as of December **14, 1987**.

**14.11** (a) The posting of work schedules for regular part-time nurses shall **be** determined by **local** negotiations. It shall be the responsibility of the regular **part-time** nurse to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of **a** change in the posted schedule. **Changes** to the posted work schedule shall be brought to the attention of the regular **part-time** nurse.

(b) Where less than twenty-four **(24)** hours' notice is given personally to the regular part-time nurse, time and one-half **(1-1/2)** of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule. Such changes shall not be considered a layoff.

(c) Where a nurse **is** called in to work a regular shift **less** than two **(2)** hours prior to the commencement of the shift, and arrives within one **(1)** hour of the commencement, then she **will** be paid for a **full** tour provided that she works until the normal **completion** of the tour.

(d) casual part-time nurses whose work schedule has been **prescheduled** and whose schedule is changed with less than twenty-four **(24)** hours notice then paragraph (1b) -- shall apply to casual part-time nurses.

**14.12** When a nurse is required to travel to the hospital or to return to her home as a result of reporting to or off work **between** the hours of **2400 - 0600 hours**, or at any time while on standby, **the** Hospital **will** pay transportation costs either by taxi or by her own **vehicle** at the rate of thirty-five cents **(35¢)** per mile **(to** a maximum of fourteen dollars **(\$14.00))** or **such** greater amount as the Hospital may in its discretion determine for each trip **between** the **aforementioned** hours. The nurse will provide to the Hospital satisfactory proof of payment of such taxi fare.

**14.13** A nurse who works a second **consecutive** full tour shall be entitled to the normal rest **periods** and meal period for the second tour **and** shall **be provided** at the time of

- 14.06 Where a nurse has completed her **regularly** scheduled tour and left the hospital and is called in to work outside her regularly scheduled working hours, or where a nurse is called **back from** standby, she shall receive time and one-half (1-1/2) her regular straight **time** hourly rate for all hours worked with a minimum guarantee of four (4) **hours'** pay at **time** and one-half (1-1/2) her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her **regularly** scheduled shift, In such a case, she will receive time and one-half (1-1/2) her regular straight **time** hourly rate for actual hours worked **up** to the commencement of her regular shift.
- 14.07 A nurse who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of two dollars and **fifty cents (\$2.50)** per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as set out in the Appendix of **Local Provisions**, the nurse shall receive standby pay in the amount of three dollars (**\$3.00**) per hour, Standby pay shall, however, cease where the nurse is called-in to work under **Article 14.06** above and works during the period of standby.
- 14.08 In computing a full-time nurse's regular straight time hourly rate under this Collective Agreement such rate shall be established by dividing **the** product of the **nurse's** regular monthly salary exclusive of any allowance or premium pay **times** twelve (12) by the regular average weekly hours **times** fifty-two (52).
- 14.09 Where a nurse has worked and accumulated approved **overtime** hours (other than **overtime** hours relating to paid holidays) such nurse shall have the option of **electing** payment at the applicable **overtime rate or time** off equivalent **to the applicable** overtime rate (i.e., where the applicable rate is time and one-half (1-1/2) **then time!** off shall be at time and one-half (1-1/2)). Where a nurse **chooses** equivalent time off such time off must be taken within the **period** set out in the Appendix of **Local Provisions** or payment in accordance with the former option shall be made. Nurses in the bargaining unit engaged in teaching in Schools for **R.N.A.'s** working overtime in excess of their average weekly hours referred to in Article' **13.01(c)** which have been **authorized** in advance **by** the Director of the School., shall be entitled to compensating **time** off in accordance with the foregoing.
- 14.10 A nurse shall be paid a shift premium of one dollar (**\$1.00**) per hour for each hour worked which falls within the hours defined as an evening **shift** and one dollar and twenty-five cents (**\$1.25**) for each hour worked which

where this 'superior condition exists as of December 14, 1987.

- 14.12 The! posting of work schedules shall be as set out in the Appendix of Local Provisions. It shall be the responsibility of the nurse to consult posted work schedules, The Hospital will endeavour to provide as much advance notice **as** is practicable of a change in the posted schedule, Changes to the posted work schedule shall be brought to the attention of the nurse. Where **less** than forty-eight **(48) hours'** notice is given personally to the nurse, time and one-half **(1-1/2)** of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule.
- 14.13 When a nurse is required to travel to the hospital or to return to her home **as** a result of reporting to or off work between the hours of 2400 - 0600 hours, or at any **time** while on standby, the Hospital will pay transportation costs either by taxi or by her own **vehicle** at the rate of thirty-five **cents (35¢)** per **mile** (to a maximum of fourteen dollars **(\$14.00)**) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Hospital satisfactory proof of payment of such taxi fare.
- 14.14 A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, and shall be provided at the time of the meal period with a hot **meal** or four dollars **(\$4.00)** if the **Hospital** is unable to provide the hot meal. Other nurses required to work **more** than two **(2)** hours overtime on the same day they have worked a full tour shall, after the two **(2) hours**, receive a  $\frac{1}{2}$  hour paid meal period and shall be provided with a hot **meal** or four dollars **(\$4.00)** if the Hospital is unable to provide the hot meal.
- 14.15 A nurse shall be paid a weekend premium of one dollar and thirty-five cents **(\$1.35)** per hour for each hour worked between 2400 hours Friday **and** 2400 hours Sunday, or such other **48** hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

ARTICLE 15 - -PAID HOLIDAYS

- 15.01 A nurse who otherwise qualifies. under Article 15.02 hereunder shall receive **eleven (11) paid holidays** as designated in the ~~Appendix~~ **of** Local Provisions.

HOSPCEN.F93

7 Years	22.05
8 Years	22.82
9 Years	23.59

Effective October 1, 1991

Start	\$16.81
1 Year	17.71
2 Years	18.10
3 Years	18.97
4 Years	20.00
5 Years	20.77
6 Years	21.54
7 Years	22.56
8 Years	23.59
9 Years	24.62

Effective April 1, 1992

Start	\$16.81
1 Year	17.71
2 Years	18.46
3 Years	19.49
4 Years	20.51
5 Years	21.54
6 Years	22.82
7 Years	24.10
8 Years	25.38
9 Years	26.67

Note : Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "8 years" level on the salary schedule, effective April 1, 1989.

Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "9 years" level on the salary schedule, effective April 1, 1990.

(b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

(c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is



15.05 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1-1/2) her regular **straight** time hourly rate of pay **for** all hours worked on such holiday subject to Article 14.04. In addition, she will receive a lieu day off with pay in the **amount** of her regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 13.01 (a).

NOTE: Nurses on extended tours shall receive 'twelve (12) lieu days off **to consist** of seven and one-half (7.5) hours each.

15.06 Where a nurse is entitled to a lieu day under Article 15.04 or 15.05 above, such day off must be taken within a period as set out in the Appendix of Local Provisions or payment shall be made in accordance with Article 15.03.

15.07 Hospitals presently providing additional paid holidays shall continue to provide such additional holidays,

#### ARTICLE 16 - VACATIONS

16.01 All nurses shall receive vacations with pay based on length of full-time continuous service as follows:

(a) Nurses who **have** completed less than one (1) year of **full-time** continuous service (as of the date for **determining** vacation entitlement in the individual **Hospital**) shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for nurses whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of **6%** of **gross** earnings.

(b) Nurses who have completed one (1) or more years of full-time continuous service (as of the date for **determining** vacation entitlement in the individual **Hospital**) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours\ pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid **leave** for a total of **at least 1525** hours in the vacation year.

(c) Nurses who have completed three (3) or more years of 'full-time continuous service (as of the date for **determining** vacation entitlement in the individual Hospital)' shall be **entitled** to an annual vacation of four (4) weeks with four (4) weeks\ pay, (150 hours!' pay for **nurses** whose **regular** hours of work are other than the standard work day), provided the

purpose of this Article, promotion shall be define as a move from *one classification* to another classification with a higher salary grid and shall not include a change of status from Graduate to **Registered Nurse**. A nurse who is moved to a lower rated classification will be placed at the level on the grid, if any, **which most closely recognizes her experience level** on the other grid.

- (b) Where the Hospital **temporarily** assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher #classification (whether or not such classification is included in the bargaining unit) for a period of one **(1)** full tour or **more, at** times when the incumbent in any such classification would otherwise be working, she shall be paid a premium of one dollar and twenty cents **(\$1.20)** per hour for such duty in addition to her regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- (c) Graduate Nurses who become Registered Nurses shall be placed *on* the level in the Registered Nurse's salary grid which represents an increase in salary.

(d) Group, Unit or Team Leader

Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of nurses, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, she shall be paid a premium of sixty cents **(60¢)** per hour in addition to her regular salary and applicable premium allowance.

18.05

- (a) **Claim** for recent related clinical experience, if **any**, shall be made in writing by the part-time nurse **at** the time of hiring on **the** application for employment form or otherwise. The part-time nurse shall co-operate with the Hospital by providing verification of previous experience so that **her** recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the **Hospital** will credit a new **part-time** nurse with *one***(1)** annual service **increment** for each, year of experience (calculated pursuant to the formula set: out in Article **16.03**) up to a maximum of Level 6 (i.e., **5th year increment**). If a period of more than two **(2)** years has elapsed since the nurse has occupied a **full-time** or a part-time

separation', it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

- 16.03 For the purpose of vacation entitlement, service for those nurses whose status is changed, on or after October 23, 1981, from part-time to **full-time** or vice-versa, shall mean the combined service as a part-time and **full-time** nurse employed by the Hospital and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.
- 16.04 Full-time nurse teachers shall be entitled to *one* additional week of vacation with pay which shall be taken at either the Spring Break or the Christmas Break,
- 16.05 (a) Where an, **employee's** scheduled vacation is interrupted due to serious illness which **commenced** prior to and continues into the scheduled vacation period, the period of such **illness** shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness **requiring** the employee to be an in-patient in a hospital, the period of such hospitalisation shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

#### ARTICLE 17 - HEALTH AND WELFARE BENEFITS

- 17.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium **coverage** of participating eligible nurses in the active employ of the Hospital under the insurance plans set out below subject to their respective **terms** and conditions including any **enrollment** requirements:
- (a) The Hospital agrees' to pay **100%** of the billed premiums towards **coverage of** eligible nurses *in* the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital **agrees** to pay **100%** of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier,

- 17.03 The Hospital may substitute another carrier for any the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 17.04 All present nurses enrolled in the Hospital's Pension Plan shall maintain their enrollment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.,
- 17.05 The Hospital shall continue to pay the premiums for benefit plans under Articles 7 and 12, as applicable, for nurses who are on paid leave of absence or Workers' Compensation or at any time when salary is received, or as provided in Article 10.04. Such payment shall also continue while a nurse is on sick leave (including the Unemployment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.
- 17.06 Nurses who reside in Quebec shall have equivalent monetary contributions paid in that province with respect to the Quebec equivalent of OHIP.
- 17.07 (a) The Hospital shall provide each nurse with information booklets outlining all of the current provisions in the benefits, plans defined in Article 17.01 to Article 17.06 inclusive and the Sick Leave/LTD Plan defined in Article 12. Upon request, the Hospital will make the Plans available to the Association for inspection.
- (b) The Hospital shall notify the Association of the name(s) of the carrier(s) which provide the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the LTD Plan defined in Article 12. The Hospital shall also provide the Association with a copy of all current information booklets provided to the nurses.
- 17.08 Unemployment Insurance Rebate
- The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The nurses' share of the employer's unemployment insurance premium

ARTICLE 23 - LAYOFF DISPUTE

23 01 The parties have 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. : is understood that this Agreement will be amended to incorporate new or amended provisions that may result from the arbitration award,

Signed at Scarleton, Ontario, this <sup>5<sup>th</sup></sup> day of January, <sup>1992</sup> 1991.

FOR THE HOSPITAL

[Signature]  
[Signature]  
Isabel P. Brown  
[Signature]  
Constance Morley  
Susan Jakobs  
[Signature]  
As Nancy Sullivan

FOR THE ASSOCIATION

[Signature]  
[Signature]  
Carolyn Duber  
[Signature] ERO-UNA  
[Signature]  
[Signature]  
Cher Hampton

Classification - Registered Nurse

Effective April 1, 1991

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
Start	\$16.81	2732.17
1 Year	17.71	2877.67
2 Years	18.10	2941.67
3 Years	18.97	3083.33
4 Years	19.74	3208.33
5 Years	20.51	3333.33
6 Years	21.28	3458.33
7 Years	22.05	3583.33
8 Years	22.82	3708.33
9 Years	23.59	3833.33

Effective October 1, 1991

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly lab---</u>
Start	\$16.81	2732.17?
1 Year	17.71	2877.67
2 Years	18.10	2941.67
3 Years	18.97	3083.33
4 Years	20.00	3250.00
5 Years	20.77	3375.00
6 Years	21.54	3500.00
7 Year	22.56	3666.67
8 Years	23.59	3833.33
9 Years	24.62	4000.00

Effective April 1, 1992

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate--</u>
Start	\$16.81	2732.17
1 Year	17.71	2877.67
2 Years	18.46	3000.00
3 Years	19.49	3166.67
4 Years	20.51	3333.33
5 Years	21.54	3500.00
6 Years	22.82	3708.33
7 Years	24.10	3916.67
8 Years	25.38	4125.00
9 Years	26.67	4333.33

**Note:** Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "8 years" level on the salary schedule, effective April 1, 1989.

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY  
ASSESSMENT COMMITTEE -- CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons'  
- Nursing Assessment Committees - in the above named sector.

- |  |   |
|--|---|
| 1. Dr. Alice Baumgart<br>School of Nursing<br>Queen's University<br>Kingston, Ontario  | 7. Ms. Louise Lemieux-Charles<br>Doctoral Candidate<br>Health Administration<br>London, Ontario                     |
| 2. Miss Margaret Charters<br>Assistant Administrator<br>Nursing and Patient Care<br>Hamilton General Hospital<br>Hamilton, Ontario | 8. Mrs. Maxine Pastirik<br>Program Developer<br>Niagara College of Applied<br>Arts & Technology<br>Welland, Ontario |
| 3. Mrs. Roxy Edwards<br>Executive Director<br>Bruce Peninsula Health Serv.<br>Warton, Ontario                                      | 9. Dr. Lucille Peszat<br>Canadian Centre for Stress<br>and Well Being<br>Toronto, Ontario                           |
| 4. Dr. Josephine Flaherty<br>Principal Nursing Officer<br>Health and Welfare Canada<br>Ottawa, Ontario                             | 10. Mrs. Helen Taylor<br>Health Care Consultant<br>M.I. Administrative Serv.Ltd.<br>Scarborough, Ontario            |
| 5. Ms. Gwen Hefferman<br>Director of Nursing Education<br>Ottawa Civic Hospital<br>Ottawa, Ontario                                 | 11. Ms. Judy Tiivel<br>Co-ordinator<br>Nursing Computer Project<br>Toronto Western Hospital<br>Toronto, Ontario     |
| 6. Ms. Pat Kirkby<br>Dean, School of Health<br>Sciences and Human Services<br>Fanshawe College<br>London, Ontario                  | 12. Ms. Kathleen Webb<br>Director of Nursing<br>Humber Memorial Hospital<br>Weston, Ontario                         |

- (b) Where the Hospital temporarily assigns a **Registered Staff Nurse** to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one **(1)** full tour or more, at times when the incumbent in any such classification would otherwise be **working**, she shall be paid a premium of one dollar and twenty cents **(\$1.20)** per hour for such duty in addition to her regular salary. The Hospital agrees **that** it will not make work assignments which will violate the purpose and intent of this provision.
- (c) Graduate Nurses who become Registered Nurses shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.
- (d) Group, Unit or Team Leader

Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of nurses, and/or be assigned overall responsibility for patient care on the unit, ward, or **area**, for a tour of duty, she shall be paid a premium of sixty cents **(60¢)** per hour in addition to her regular salary and applicable premium allowance.

- 19.05 (a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of **hiring** on the application for employment form or otherwise. The nurse **shall** co-operate with the Hospital by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Hospital will credit a new nurse with one **(1)** annual service increment for **each** year of experience up to a maximum of Level 6 (i.e., **5th** year increment).'

If a period of more than two **(2)** years has elapsed since the nurse has occupied a full-time or a **part-time** nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. The Hospital may also give effect to part-time nursing experience in special circumstances.

Currently employed nurses who were eligible to claim credit under the formula of one increment for every two years of experience may make a claim under the present provision and will have their position on the salary grid adjusted, effective April **1, 1991**, to a maximum of Level 6 **(5th Year Increment)**.



(b) Where a casual nurse hired between **October 1, 1987** and **March 31, 1988** transfers to full-time, she **may** make **a claim** under '(a) above at the time of the transfer, provided the transfer occurs within six **(6)** months of the nurse's date of hire.

19.06 Each nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve **(12)** months after she was last advanced on her: **service** review date. If a nurse's absence without pay from the Hospital exceeds thirty **(30)** continuous calendar days during each twelve **(12)** month period, her service review date will be extended by the length of such absence in excess of thirty **(30)** continuous **calendar** days.

19.07 A **part-time** nurse whose status is altered 'to full-time will **assume** her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her **same** level on the **part-time** grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

19.08 (a) When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change **in** the job content of an existing classification which in reality causes such classification to become a new **classification**, the Hospital shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Hospital agrees **to** meet with the *Association* to permit it to make representations with **respect to the** appropriate rate of pay providing any such **meeting** shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Hospital **and** the matter is not resolved following any meeting with the Association, a **grievance** may be filed at **Step** No. 3 of the Grievance Procedure within **seven (7)** calendar days following any meeting. If the **matter** is *not* resolved in the **Grievance** Procedure, **it may be** referred to Arbitration **in** accordance with Article **7, it being** understood that any Arbitration Board **shall be limited** to establishing an appropriate **rate** based on the relationship existing amongst other nursing classifications within the Hospital and duties and responsibilities involved.

Any change *in* the rate established by the Hospital either through meetings with the Association or by a Board of Arbitration shall be **made** retroactive to the time at which the new or changed **classification** was first filled.



(b) If a -nurse becomes disabled with the result that she is unable to carry out the regular functions of her position, the Hospital may establish a special classification and salary with the hope of providing an opportunity for continued employment.

19.09 Educationw a n c e

Provisions in existing Collective Agreements providing for educational allowances shall be continued in effect.

A R T I - C L E 20 - JOB SHARING

20.01 Job sharing is defined as an arrangement whereby two or more nurses share the hours of work of what would otherwise be one full-time position.

If the Hospital agrees to a job sharing arrangement, the introduction or discontinuance of such job sharing arrangements will be determined locally.

Once the Hospital has determined that a vacancy exists and has agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined locally and will be filled in accordance with Article 10.06 of the Full-time Collective Agreement or Article 10.05 of the Part-time Collective Agreement.

The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the Part-time Collective Agreement.

ARTICLE 21 -- SUPERIOR CONDITIONS

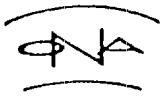
21.01 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

It is, however, hereby confirmed that where such references are made to existing Superior Conditions that they refer to conditions existing prior to October 23, 1981.

ARTICLE 22 - DURATION

22.01 This Agreement shall continue in effect until March 31, 1993 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.





# ONTARIO NURSES' ASSOCIATION GRIEVANCE REPORT



ON A LOCAL

EMPLOYER

STEP      DATE SUBMITTED TO EMPLOYER

GRIEVOR

DEPARTMENT

GRIEVANCE  
NUMBER

- 1.
- 2.
- 3.

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE

SETTLEMENT REQUESTED

SIGNATURE  
OF GRIEVOR

SIGNATURE OF  
ASSOCIATION REPRESENTATIVE

STEP

ONE



DATE RECEIVED BY LOCAL

EMPLOYER'S ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

STEP

TWO



DATE RECEIVED BY LOCAL

EMPLOYER'S ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

STEP

THREE



DATE RECEIVED BY LOCAL

EMPLOYER'S ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY  
ASSESSMENT COMMITTEE - CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons  
- Nursing Assessment Committees - in the above named sector.

1. Dr. Alice Baumgart  
School of Nursing  
Queen's University  
Kingston, Ontario
2. Miss Margaret Charters  
Assistant Administrator  
Nursing and Patient Care  
Hamilton General Hospital  
Hamilton, Ontario
3. Mrs. Roxy Edwards  
Executive Director  
Bruce Peninsula Health Serv.  
Warton, Ontario
4. Dr. Josephine Flaherty  
Principal Nursing Officer  
Health and Welfare Canada  
Ottawa, Ontario
5. Ms. Gwen Hefferman  
Director of Nursing Education  
Ottawa Civic Hospital  
Ottawa, Ontario
6. Ms. Pat Kirkby  
Dean, School of Health  
Sciences and Human Services  
Fanshawe College  
London, Ontario
7. Ms. Louise Lemieux-Charles  
Doctoral Candidate  
Health Administration  
London, Ontario
8. Mrs. Maxine Pastirik  
Program Developer  
Niagara College of Applied  
Arts & Technology  
Welland, Ontario
9. Dr. Lucille Peszat  
Canadian Centre for Stress  
and Well Being  
Toronto, Ontario
10. Mrs. Helen Taylor  
Health Care Consultant  
M.I. Administrative Serv. Ltd.  
Scarborough, Ontario
11. MS. Judy Tiivel  
Co-ordinator  
Nursing Computer Project  
Toronto Western Hospital  
Toronto, Ontario
12. Ms. Kathleen Webb  
Director of Nursing  
Humber Memorial Hospital  
Weston, Ontario

APPENDIX 3

SALARY - FULL TIME

Effective April 1, 1991

Registered Nurse

Start	16.81
After 1 Year	17.71
After 2 Years	18.10
After 3 Years	18.97
After 4 Years	19.74
After 5 Years	20.51
After 6 Years	21.28
After 7 Years	22.05
After 8 Years	22.82
After 9 Years	23.59

Graduate Nurse

Start	16.25
After 1 Year	17.09
After 2 Years	17.44
After 3 Years	18.24
After 4 Years	18.96
After 5 Years	19.67
After 6 Years	20.33
After 7 Years	21.00
After 8 Years	21.74
After 9 Years	22.47

Effective October 1, 1991

Registered Nurse

Start	16.81
After 1 Year	17.71
After: 2 Years	18.10
After 3 Years	18.97
After 4 Years	20.00
After 5 Years	20.77
After 6 Years	21.54
After 7 Years	22.56
After 8 Years	23.59
After 9 Years	24.62

Graduate Nurse

Start	16.25
After 1 Year	17.09
After 2 years	17.44
After 3 Years	18.24
After 4 Years	19.21
After 5 Years	19.93
After 6 Years	20.57
After 7 Years	21.48
After 8 Years	22.48
After 9 Years	23.46

Effective April 1, 1992

Registered Nurse

Start	16.81
After 1 Year	17.71
After 2 Years	18.46
After 3 Years	19.49
After 4 Years	20.51
After 5 Years	21.54
After 6 Years	22.82
After 7 Years	24.10
After 8 Years	25.38
After 9 Years	26.67

Graduate Nurse

Start	16.25
After 1 Year	17.09
After 2 Years	17.79
After 3 Years	18.73
After 4 Years	19.71
After 5 Years	20.67
After 6 Years	21.80
After 7 Years	22.94
After 8 Years	24.19
After 9 Years	25.41

APPENDIX 5

LOCAL PROVISIONS

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### Bishop Dowl ing Wing

I.C.U. and A.C.U.	1 Representative
Labour and Delivery/Antenatal Pre-Natal Tour Nurse	1 Representative
Neo-Natal I.C.U.	1 Representative
3 Obstetrics and OBS/Gyn Fontbonne	1 Representative
C.C.U. and C.T.U.	1 Representative
Day Surgery and Endoscopy	1 Representative

### Sister Mary Grace Wing

P.A.R.	1 Representative
Operating Room	1 Representative
Paediatrics	1 Representative
M.A.U.	1 Representative
C.R.U.	1 Representative
4th Medical	1 Representative
5 Surgical East	1 Representative
5 Surgical. West and T. P.N. Nurse	1 Representative
6 Surgical East	1 Representative
6 Surgical West	1 Representative
7 Surgical East and 7 Short Stay Unit	1 Representative
I, V. Team	1 Representative

### Marion Wing

Hemodialysis	1 Representative
Peritoneal Dialysis and Home Hemodialysis	1 Representative
Rehabilitation	1 Representative
Psychiatric Services -(Liasion, 4 Psychiatry, EPT, Community Psychiatry Fontbonne)	1 Representative
Nephrology and Renal Transplant Unit	1 Representative

### Warttha n g

Continuing Care	1 Representative
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### Luke Wing

Emergency	1 Representative
Radiology and OPD and Fracture Room	1 Representative
Community Health Centre	1 Representative

- Note #1** A nurse employed in an area that has *no* Nurse Representative -available may have the **assistance** of a Nurse Representative from another area.
- Note #2** The number of Nurse **Representatives** and the areas in which they are **recognized** may be changed by mutual consent of the parties.



ite #3 In February of each year the Association shall supply the Hospital with an up-to-date listing of all Nurse Representatives and the areas they represent. In addition, the Association will advise the Hospital of any changes to this listing as they occur.

C-2 Grievance **Committee**

There shall be a Grievance, **Committee** composed of not more than five (5) nurses,

C-3 Hospital-Association t e e

There shall be a **Hospital-Association** Committee composed of four (4) nurses of the Association and an equal number of Representatives from the Hospital.

C-4 Negotiating t t e e

There shall be a Negotiating Committee composed of not more than four (4) nurses, in addition to **the** President:.

C-5 The interview of a newly hired nurse(s) **as** provided for in **Article 5.06** will take place within each orientation period.

C-6 The Hospital **will** submit to the Local **Association's** Treasurer the End of Month Report, **The** Employer will endeavour to give such report within thirty (30) days **of** the last day to which it applies.

**ARTICLE D -- SENIORITY**

D-1 The posting and filing with the Association of the **seniority** list as provided for in Article **10.02** shall be no later than January **15th** and July **15th** of each year.

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

E-1 Leave of absence without **pay** and without loss of seniority shall be granted, upon request to the Hospital, to nurses elected or appointed to represent the Association on Association Business and provided such leave of absence does not interfere with efficient operations. Such leave **shall** not exceed eighty-five (85) days in any calendar year and not **more** than five (5) nurses shall be permitted to be absent at **any** one time, and provided that not more than one (1) nurse shall **be from** any one unit **or** area. **Requests** for Association leave will be submitted two (2) weeks **in** advance of the **request** except in cases of emergency.

ARTICLE F - SICK LEAVE .

F-1 In March of each year the Hospital will notify each nurse, in writing, including those nurses on authorized unpaid leave of absence(s), of her current amount of accumulated sick leave credits as provided for in Article 12.03 and Article 12.11.

F-2 Nurses shall give the following minimum notice to the Department of Nursing that they will not be reporting for duty by reason of sickness as follows:

- (a) for the day tour commencing at 0700 hours no later than 0600 hours and for all other day tours no later than 0700 hours of the day for which they are reporting sick,
- (b) for all other shifts a minimum of four (4) hours prior to commencement of the regular shift.

F-3 Nurses returning to duty following a sick leave must so advise the Hospital not less than twelve (12) hours in advance that they intend to return, except for a nurse scheduled for a 1500-2300 hour tour and for 1900-0700 hour tour, who will be required to call prior to 0800 hours of the day they intend to return to work.

Should the staff member not 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.

ARTICLE G HOURS OF WORK

G-1 The Hospital will endeavour to arrange time off in each Nursing Unit or area so as to permit all nurses performing similar duties in such unit or area to have an equal number of weekends off. The Hospital shall further schedule one (1) weekend off in three (3). Should a nurse be required to work the third (3rd) weekend, she shall be paid in accordance with Article 14.03 for every subsequent weekend worked until a weekend off is scheduled, except where:

- (i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
- (ii) such nurse has requested weekend work, or
- (iii) such weekend worked as a result of an exchange of tours with another nurse.

Weekends shall commence no later than 2300 hours on Friday of any scheduled weekend off.

**G-2** No nurse will be scheduled to work more than seven (7) consecutive tours in a row without her consent, and the Hospital will endeavour to keep split tours off to a minimum. Should a nurse be scheduled by the Hospital to work in excess of seven (7) consecutive tours, she shall be paid in accordance with Article 14.03 for those tours in excess of seven (7) consecutive tours. This premium will not apply when the nurse works in excess of seven (7) consecutive tours at her request or as the result of an exchange of tour with another nurse.

**G-3** When scheduling tour rotation changes, two (2) consecutive tours; off shall be scheduled between a change of tours, and at least forty-eight (48) hours time off shall be scheduled following the night tour of duty.

should these regulations not be adhered to, a nurse shall be paid in accordance with Article 14.03 for all hours worked on the next scheduled shift.

In scheduling tour rotations of nurses, the following considerations shall apply:

(i) The length of working periods on evenings or nights rotation shall not exceed two (2) weeks in duration on each tour; should these regulations not be adhered to, a nurse shall be compensated in accordance with Article 14.03 for every subsequent tour until scheduled on a day tour.

(ii) The Hospital will provide rotations so that at least fifty percent (50%) of the tours shall be day tours; where this is not possible, there shall be equal distribution of tours between nurses who normally rotate within the area, to average over a calendar year,

(iii) Days off will count as belonging to the rotation just completed.

**G-4** (a) Relief periods as referred to in Article 13.01 (b) may be combined into one (1) relief period.

(b) The scheduling of unpaid meal periods and paid relief periods as referred to in Article 13.01 (a) and (b) respectively shall be in accordance with the Unit's assignment.

(c) For the purposes of payment as referred to in Article 13.01 (d), the unpaid meal period on the night tour shall be scheduled between 2300 - 0400 hours.

**G-5A** schedule of a four (4) week rotation will be posted at least four (4) weeks in advance of the first day of the new schedule to which they apply.

G-6 A request by a nurse for a **change** of scheduled working hours must be submitted in writing, and be **co-signed** by the nurse willing to make the exchange. Such exchange must meet the **criteria** as outlined in Appendix 6 "A" and must be approved by the Hospital, and shall not in any event result in an additional cost to the Hospital.

G-7 Should a nurse be recalled to duty during her mealtime, additional time off shall be provided later in the tour.

G-8 (a) A nurse requesting steady afternoon or night tour will be given **consideration** if convenient to the Hospital to make such an arrangement.

such arrangement may be **terminated** at the discretion of the Hospital.

(b) Prior to the **termination** of such arrangement, there will be a meeting with the nurse(s) involved and the President of the Association or her designate. Such meeting will occur at least eight (8) weeks prior to the termination of such arrangement to explain the reasons.

G-9 (a) All nurses will receive at least four (4) or *more*, consecutive days off at Christmas or New Year's. Between the second (2nd) Monday in December and the second (2nd) Monday in January, all **scheduling** regulations will be **adhered** to except for the following:

(i) Appendix 5 - G-1 - provided that no nurse is **required** to work more than **three (3)** consecutive weekends without a weekend off; provided that the **nurse's** weekend entitlement average remains one (1) weekend off in three (3).

(ii) Appendix 5 - G-3 - (i) and (iii).

(b) Time off at **Christmas** shall include December 24th, December 25th, and December 26th and time off at New Year's shall include December 30th, December 31st, and January 1st.

Such time shall be deemed to commence at 0700 hours December 24th to 0700 hours on December 27th and 1500 hours on December 30th to 0700 on January 2nd. Should a nurse request to work the evening or night tour on December 30th, Article G-9 (c) shall not apply for December 30th.

(c) Should the Hospital fail to adhere to the provision outlined in (a) and (b) above, the nurse(s) will be paid in accordance with **Article 14.03** for all hours worked.

- (d) The Christmas/New Year's schedule will be posted no later than 1500 hours on the second (2nd) Tuesday in November.
- (e) The provisions in G-9 (a) and G-9 (b) shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on a paid holiday.
- (f) Where a nurse in any area or Unit has requested vacation in the two (2) week period where Christmas and New Year's fall, and is approved by the Hospital, the following provisions shall apply:
  - (i) Time off for Christmas or New Year's, shall be given in accordance with Appendix 6 (B) (3);
  - (ii) Time off shall include at least the actual Paid Holiday(s), as defined in Article 15, commencing no later than 1900 hours on December 24th and/or December 31st.

G-10 Scheduling of time off at Christmas or New Year's as referred to in Appendix 5 - G-9 shall be given in accordance with Appendix: "6" B.

G-11 When a nurse is entitled to lieu time off as provided for in Article 14.09, such lieu time off will be scheduled at a mutually agreeable time, no later than the end of the second month following the month in which the overtime occurred, Requests for lieu time shall not be unreasonably denied.

G-12 There shall be a Request Book on each Unit so that nurses may record their request for lieu time for overtime worked in accordance with Article 14.09 and record their request for lieu days in accordance with Article 15.04.

#### ARTICLE H - PAID HOLIDAYS

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

H-2 When a nurse is entitled to a lieu day as provided for in Article 15, the day will be scheduled at a mutually agreeable time within thirty (30) days prior to or following the day of the holiday.

H-3 Nurses may request a lieu day on the evening or night tour or on a weekend with such request to be made in writing to the Head Nurse and recorded in the Request Book at least four (4) calendar weeks prior to the date requested. Such request will

not be unreasonably denied.

## ARTICLE - VACATIONS

**I-1** For the purpose of calculating vacations, the vacation year shall be from May **1st** of any year to April **30th** of the following year. Vacations shall be taken during the vacation year, May **1st** to April **30th**, except for the **two (2)** week period where Christmas and New Year's fall, unless in an area or Unit approved by the Hospital.

**I-2 (i)** Vacations will be scheduled at such time of year considering the wishes of both the nurse and the Hospital.

(ii) In scheduling vacation in each nursing unit or area, requests for vacations by nurses performing similar duties shall be given consideration in accordance with the nurse's seniority.

(iii) The Hospital will post the Vacation Request List by the first (**1st**) Monday in **November**. The nurses will have until **February 22nd** at **1500** hours to indicate their preference. Should **February 22nd** fall on a Saturday or Sunday, nurses will have until **1500** hours on the Monday following **February 22nd** to indicate their preference. Nurses will indicate on the Vacation Request List their preference for vacation in accordance with the number of weeks to which they are entitled except as otherwise requested under **I-2 (vii)**.

(iv) On the first (**1st**) Monday in March by **1500** hours, a list shall be posted by the Head **Nurse** of those nurses, in order of seniority, who were not granted vacation week(s) as **requested**.

(v) These nurses will indicate their preferences for the remaining vacation week(s) by the third (**3rd**) Monday in March by **1500** hours, and **they** shall be granted such vacation in order of seniority.

(vi) The approved vacation schedules will be posted no later than the first (**1st**) Monday in April of each year at **1500** hours.

(vii) A **nurse** may request individual vacation days other than -- **the request as indicated on the preference** sheet referred to above,, Such request shall not exceed one (**1**) **week** in **total** of the nurse's entitlement.

**Nurses** will endeavour to request such individual vacation **days** within the first nine months of the vacation year.

Should the Nurse have any individual **vacation** days remaining following this period, such days **must be** requested at least two (2) months prior to the end of the vacation year.

should a nurse choose to 'take such individual vacation days during the last three months of the vacation year such **requests must be** made by the second Monday in January.

Where there is a conflict for requests for individual vacation days seniority **will** be the deciding factor.

**Effective** for the vacation year commencing May 1, 1992, the **attached** Letter Of Understanding regarding individual vacation days shall **apply**.

- (viii) Nurses who work or **receive** paid leave for less than 1525 hours in the vacation year shall have their vacation pay based on the percentage of gross salary for work performed, as outlined in Article 16.01 (f), converted into a vacation bank and recorded in number of **hours**. This **conversion shall be** made by **dividing** the vacation **pay by** the nurse's hourly rate as at May 1st of the **current** vacation year, Payment, to the extent that such vacation bank permits, shall be **made** at the time that the **nurse's** vacation is scheduled end shall be based on her current straight time hourly rate of pay.
- (ix) The Hospital agrees to pay **one** regular pay period in advance any 'vacation pay entitlement to it nurse for approved scheduled vacation provided that the nurse makes application in Payroll *on* the appropriate form for such advance 3 weeks prior to the date required.

**I-3** As provided for in Article **I-2**, above, a vacation request **which** is signed in by February 22nd at 1500 hours, or as provided for in Article **I-2** (iii) and **would qualify** for **approval** on the 1st Monday of March at 1500 hours or, if required, signed in by the third (3rd) Monday in March at 1500 hours and **would qualify** for **approval** the first (1st) Monday in April at 1500 hours, will be considered as approved vacation if a nurse is transferred to another Nursing Unit as a **result** of a posting or request for transfer from Full-Time to **Part-Time** as provided for in Article 10.06.

**I-4** Nurses may request the weekend **off** prior to their **vacation**.  
Such requests shall ~~be in the Request Book two (2) weeks in~~  
**advance of the schedule being posted.** The Head Nurse shall give a written reply to the nurse one (1) week in advance of the schedule being posted. Such request shall not be **unreasonably** denied.

I-5 ,A nurse will not be scheduled to work the night tour on a Sunday immediately prior to her vacation, if so requested by the nurse. If such request is made by the nurse two (2) weeks prior to the posting of the schedule to which the request applies it shall be granted or the nurse shall be paid in accordance with Article 14.03 for all hours worked on the night tour. Requests made other than as noted above shall not be unreasonably denied.

#### ARTICLE J - MISCELLANEOUS

J-1 The Association shall have the privilege of using the Hospital's Unit bulletin boards for the purpose of posting Association notices, Such notices must be submitted to and approved by the Director of Human Resources or his appointee before posting.

J-2 It is understood that in accordance with Article 11.11 of the Collective Agreement, the number of nurses that may be absent at any one time shall be one (1) nurse per unit to a maximum of fifteen (15) nurses or more at the discretion of the Hospital.

#### ARTICLE K - EXTENDED TOURS

K-1 (1) Extended tours shall be introduced into any Unit when:

- (i) eighty percent (80%) of the nurses in the Unit so indicate by secret ballot; and
- (ii) the Hospital agrees to implement the extended tour, such agreement shall not be withheld in an unreasonable or arbitrary manner,

(2) Extended tours may be discontinued in any Unit when:

- (i) fifty percent (50%) of the nurses in the Unit so indicate by secret ballot; or
- (ii) the Hospital because of
  - (a) adverse effects on patient care,
  - (b) inability to provide a workable staffing schedule,
  - (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the extended tour in the schedule.



(3) When **written** notice of discontinuation is given by either party in accordance with paragraph (2) 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 extended tour will be discontinued, affected nurses shall be given sixty (60) **days'** notice before the schedules are so **amended**.

**K-2** Nurses working the Extended **Tour** as listed 'below, shall be covered by **the** provision:: of the Collective Agreement save and except as amended in Article **K**. Areas working the Extended Tour are:

<b>Emergency</b>	3 OBS
Intensive Care Unit	<b>C.C.U.</b>
A.C.U.	<b>C.T.U.</b>
Peritoneal Dialysis	PAR
Renal Transplant	<b>M.A.U.</b>
Paediatrics	<b>C.R.U.</b>
Labour and <b>Delivery/Antenatal</b>	<b>4th Medical</b>
Neonatal <b>I.C.U.</b>	<b>I.V. Team</b>
5 Surgical East	Liaison
5 Surgical West	4 Psychiatry
6 Surgical East	<b>Nephrology</b>
6 <b>Surgical</b> West	Continuing Cars
7 Surgical East	Community Health
7 Short Stay Unit	Centre - Emergency

**K-3** Hours of Work

(a) (i) On the day (0700 hours - 1900 hours) shift, the fifteen (15) **minute** unpaid meal period shall be taken between **1500 hours** and **1900 hours** and the thirty (30) minute unpaid meal period shall be taken between **0700 hours** and **1500 hours**.

(ii) On the night (1900 hours - 0700 hours) shift, the fifteen (15) **minute** unpaid meal period shall be taken between **1900 hours** and **2300 hours** and the **thirty (30)** minute unpaid meal period shall be taken between **2300 hours** and **0400 hours**.

**K-4** (a) For nurses working the **Extended** tour, December **24th** shall ~~commence at 0700 hours and December 30th shall commence at 1900 hours.~~ **Should a nurse request to work the evening or night tour on December 30th, Article G-9 (c) shall not apply for December 30th.**

(b) Nurses working on the Extended Tour will not be scheduled to **work** more than two (2) consecutive weekends \*without

a **weekend** off between the second (2nd) Monday in December and the second (2nd) Monday in January provided that the nurse's weekend entitlement average remains one (1) weekend off in two (2).

(c) Should the Hospital **fail** to adhere to the provisions outlined in (a) and (b) above, the nurse(s) will be paid in accordance with Article 14.03 for all hours worked.

**K-5 Nurses** may request a lieu day on the evening or night tour or on a weekend with such **request** to be made in writing to the Head Nurse and recorded in the Request **Book** at least four (4) calendar weeks prior to the date requested. Such request shall not **be** unreasonably denied.

**K-6** The Hospital shall schedule the Nurses on the Extended **Tours** every second weekend off. Should the nurse work the second weekend, she will be paid in accordance with Article 14.03 for the second and subsequent weekend worked until a weekend off is scheduled except where:

(i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or

(ii) such nurse has requested weekend work, OR

(iii) such weekend worked is the result of an exchange of tours with another nurse.

Weekends shall commence no later than 1900 hours on Friday of any scheduled weekend off, except for where the 1500 hour to 2300 hour tour is scheduled.

**K-7** Nurses shall not be scheduled to work **more** than three (3) consecutive **tours**. Should a nurse work more than three (3) consecutive tours, **she** shall be paid in accordance with Article 14.03 for all hours worked on the fourth (4th) and subsequent tours until time off is scheduled.

#### ARTICLE L - JOB SHARING

**L-1** Only **One (1)** job sharing position will be permitted in any one area at any time, and not all areas will have such a position unless otherwise agreed between the Association and the Hospital.

~~**L-2** Should the parties agree to a new job sharing position, then the following procedure shall apply:~~

(a) Where a **Full-Time vacancy** occurs in that area, such vacancy shall be posted as a job sharing position; or

- (b) An incumbent **Full-Time** nurse wishing to share her position may request to do so without first having her half of the position posted;
- (c) (i) If the **Hospital** wishes to terminate a job sharing position for **reasonable** cause, prior to the termination there will be a meeting with the nurses involved and the President of **the Association** or her designate, Such meeting' will occur at least eight **(8)** weeks prior to the termination of such arrangement to **explain** the reasons.  
  
(ii) If **the** nurses who take part in job sharing wish to terminate the arrangement, they may do so upon advance written notification of sixty **(60)** days to the Hospital and the Association. When **this** occurs, Clause **L-3** will apply.

- L-3** (a) When a nurse, who is sharing a position resigns or transfers out of the arrangement, 'the vacancy shall be posted in accordance with Article **10.05** of the **Part-Time** Collective Agreement, as a job **sharing** vacancy,, and it shall not be considered to be a subsequent vacancy;
- (b) If the Hospital is unable to fill the vacancy as a job sharing position, the job sharing arrangement will revert to a Full-Time vacancy, and it **shall** not be considered to be at subsequent vacancy;
- (c) The Hospital **will offer** the Full-Time vacancy to the remaining nurse in the position. Should the nurse decline the Full-Time position, she **will** remain in her Part-Time status in the **Part-Time** pool, and the position will be posted **as a Full-Time** vacancy under the Full-Time Collective Agreement Article **10.06**, and it shall not be considered: a subsequent vacancy.

#### **L-4** Scheduling

- (a) Total hours **worked** by the job sharers shall equal one **(1)** Full-Time position. Each **nurse will** not be scheduled to work more than half those hours of working the two **(2)** week period unless mutually agreed otherwise.
- (b) The schedules shall conform with the scheduling provisions of the **Full-Time** Collective Agreement. Job **sharers** will have the opportunity of determining the ~~divisions of their tours and this division shall be~~ **mutually agreeable between the job sharers** and the Head Nurse.
- (c) Job sharers will not be required to work in the relief pool, but may be reallocated **in** (accordance with the Unit's practice.

- (d) Job sharers are not required to cover for their partner during sick leave or any other leave of absence unless mutually agreed otherwise. Job sharers are not responsible for arranging coverage for their position during an absence.
- (e) Should one partner transfer or terminate employment, the remaining partner shall continue to work her own schedule for the schedule which, is currently posted, and for one subsequent schedule. If no replacement partner is recruited, the nurse shall be covered by 3 (b) and 3 (c) above.

#### L-5 Vacations

- (a) The job sharers shall be required to cover for each other during the vacation unless otherwise mutually agreed between the Association and the Hospital, in which case they shall not form part of any other vacation quota.
- (b) Vacation of the job sharers will not be part of the vacation quotas of the Unit.

#### A R T I C L E 10 - TOURS -

M-1 Ten (10) hour tours shall be introduced into any unit when:

- (i) Eighty percent (80%) of the nurses in the Unit so indicate by secret ballot, and
- (ii) the Hospital agrees to implement the ten (10) hour rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.

The ten (10) hour tours may be discontinued in any Unit when:

- (i) Fifty percent (50%) of the nurses in the Unit so indicate by secret ballot, or
- (ii) the Hospital because of
- (a) adverse effects on patient care,
- (b) inability to provide a workable staffing schedule,

~~(c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,~~

states its intention to discontinue the ten (10) hour tours in the schedule.

When notice of discontinuation is given by either party in accordance with the above, then:

- (i) the parties shall meet within two (2) weeks of the giving notice to review the **request** for discontinuation; and
- (ii) where it **is** determined that the ten (10) hour tour will be discontinued, affected nurses shall be given sixty (60) days notice before the **schedules** are so amended.

M-2 Nurses working the ten (10) hour tours as listed below shall be covered by the provisions; of **the** Collective Agreement save and except as **amended** in Article M. Areas working the ten (10) hour tour are:

Hemodialysis  
D.S.U.

M-3 Hours of Work

- (a) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37-1/2) minutes of unpaid mealtime,
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37-1/2) minutes.
- (c) Nurses on the ten (10) hour tour whose start time commences at 0730 hours up to and including 1200 hours shall be entitled to a thirty (30) minute unpaid meal period prior to 1500 hours and a seven and one-half (7-1/2) minute unpaid meal period after 1500 hours.
- (d) Nurses on the ten (10) hour tour whose start time commences after 1200 hours shall be entitled to a thirty (30) minute unpaid meal period within the first four (4) hours of the tour.
- (e) The Hospital shall schedule nurses on the ten (10) hour tour every second weekend off. **Should** the nurse work the second weekend, she will be paid in accordance with **Article 14.03** for the second and subsequent weekend worked until a **weekend** off is schedule except where:
  - (i) such weekend has **been** worked by a nurse to satisfy ~~specific days off -requested by -such nurse, or-----~~
  - (ii) such nurse has requested weekend work, **or**
  - (iii) such **weekend** worked is the result of an exchange of tours with another: nurse.

Weekends shall commence no later than 2330 on Friday of any scheduled weekend off.

- (f) Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a nurse work more than four (4) consecutive tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled.
- (g) (i) For the nurses working the ten (10) hour tour December 24th shall commence at 0730 hours and December 30th shall commence at 1730 hours.  
  
(ii) Should the Hospital fail to adhere to the above provision, the nurse(s) will be paid in accordance with Article 14.03 for all hours worked.  
  
(iii) Should a nurse request to work the evening or night tour on December 30th, Article L-3 (g) (ii) shall not apply for December 30th.
- (h) Nurses working the ten (10) hour tour will not be scheduled to work more than two (2) consecutive weekends without a weekend off between the second (2nd) Monday in December and the second (2nd) Monday in January provided that the nurse's weekend entitlement average remains one (1) weekend off in two (2).
- (i) Should the Hospital fail to adhere to the provisions outlined in (g) and (h) above, the nurse(s) will be paid in accordance with Article 14.03 for all hours worked.

#### M-4 Shift Premium

Nurses working the ten (10) hour tours shall be paid shift premium as per Article 14.10 for all hours worked between 1500 - 0730 hours.

M-5 Nurses working on the ten (10) hour tour shall receive twelve (12) lieu days off to consist of seven and one-half (7.5) hours each.

#### ARTICLE - 'WORKERS' COMPENSATION BOARD

The parties have agreed that the Association's proposal on Workers' Compensation will be the subject of Arbitration-between-the-parties---- and the parties will be bound by the decision of the Arbitrator on this Issue.

. APPENDIX 6

(A) PROCEDURE FOR EXCHANGING TOURS

The procedure for exchanging **toúrs** as provided for in Appendix 5 - G-6, shall be as follows:

- (i) All exchanges must be approved **by** the Head **Nur̄se** and, in her absence, for emergency situations, by the appropriate Director of Nursing or Nursing **Co-ordinator**.
- (ii) interchange forms will be available on the Unit.
- (iii) staff are not to work beyond:
  - 1. seven (7) consecutive 7.5 hour tours
  - 2. three (3) consecutive 11.25 hour tours
  - 3. four (4) consecutive 9.375 hour toursfor the purpose of permitting an exchange.
- (iv) a maximum of two tour exchanges may be granted prior to, or immediately following vacation.
- (v) the nurses exchanging must have comparable experience and expertise,
- (vi) exchanges will be recorded on the rotation by the Head Nurse or delegate.
- (vii) failure to honour a commitment made for an exchange will be handled by the Head Nurse.

(B) SCHEDULING PROTOCOL FOR CHRISTMAS AND NEW YEAR'S

**B-1** Head Nurses shall post a Preference **Sheet** for either Christmas or New Year's time off in their respective units by 1500 hours on the second (2nd) Monday of September of each year.

**B-2** Nurses shall indicate their preference for either Christmas or New Year's time off by October 15th at 1500 hours of each year.

**B-3** In the case of a dispute, seniority shall be the deciding factor.

~~**B-4** Nurses hired after October 15th of each year shall be assigned their Christmas or New Year's time off by their Head Nurse.~~

LETTER OF UNDERSTANDING

Between

ST. JOSEPH'S HOSPITAL, HAMILTON

And

ONTARIO NURSES' ASSOCIATION

The parties have agreed that the present hours of staggered starting times on P.A.R., D.S.U., PEDS, E.R., O.R., and Hemodialysis will not be changed without discussion and agreement with the Association.

Any introduction of a staggered starting time in any other area will be discussed with the members of the Scheduling Committee and shall only be introduced by mutual agreement between the parties,

Signed at Hamilton, Ontario this 3<sup>rd</sup> day of January, 1992.

FOR THE HOSPITAL

Leona Olson  
Debra  
Isabel A. Brown  
Janet  
Constance Kirby  
Susan Jakobson  
Nancy Sullivan

FOR THE ASSOCIATION

Linda Holm-Stroud  
Donna Baird  
Carolyn Suter  
Christy  
Debbie  
Kathleen Brown  
Fred



LETTER OF UNDERSTANDING

Between

ST. JOSEPH'S HOSPITAL, HAMILTON

And

ONTARIO NURSES' ASSOCIATION

The following is in accordance with the agreement reached during local negotiations between St. Joseph's Hospital, Hamilton and the Ontario Nurses' Association on May 10, 1991 as it relates to Clause I-2 (vii) of the Collective Agreement:

- 1) commencing with the vacation year May 1, 1992, a nurse may request individual vacation days not to exceed two (2) weeks in total of the nurse's entitlement:
- 2) This provision of two (2) weeks individual vacation days will be considered **on** a trial basis only and will apply to the vacation years commencing May 1, 1992 and May 1, 1993;
- 3) For full-time staff, two (2) weeks shall deem to mean:  
10 x 7.5 hours or  
7 x 11.25 hours  
for part-time staff, two- (2) weeks **shall** deem to mean forty-five (45) hours;
- 4) The nurse must have taken or used up  $66\frac{2}{3}\%$  of these individual days by January 31st.
- 5) An Implementation Committee will be formed consisting of Hospital and ONA Local 75 Executive Committee members together with two (2) general duty staff nurses.

Signed at **Hamilton**, Ontario this 31<sup>st</sup> day of January, 1992.

**FOR THE HOSPITAL**

Alex Olson

D. Neill

Isabella A. Brown

James D. Smith

Christine Morley

Susan Jakobson

\_\_\_\_\_

As Nancy Sullivan

**FOR THE ASSOCIATION**

Linda Haslem - Stouard

Alison Bain

Carolyn Duber

Lee Ann Brown

Katherine Brown E.O.-ONA

Paul \_\_\_\_\_

Cheri Kington

LETTER OF UNDERSTANDING

Between

ST. JOSEPH'S HOSPITAL, HAMILTON

And

ONTARIO NURSES' ASSOCIATION

The Association agrees to meet with the Hospital during the years where Christmas and New Year's falls on a weekend to review schedules prior to the posting of these schedules which cover the Christmas New Year period.

Signed at Hamilton, Ontario this 31<sup>st</sup> day of January, 1992.

FOR THE HOSPITAL

Dean Olson

W. J. [unclear]

Isabel A. Brown

Janet [unclear]

Constance [unclear]

Susan Jakobson

[unclear]

As Nancy Sullivan

FOR THE ASSOCIATION

Janet [unclear]

Donna [unclear]

Carolyn [unclear]

Leslie [unclear]

Katherine Brown E.R.O. O.N.A.

[unclear]

Cheri Timpton

-----

May 10, 1991

ONA Regional Office  
393 Rymal Road, West, Suite 205  
Hamilton, Ontario  
L9B 1V2

Attn: Ms. K. Moore  
Employment Relations Officer

Re: LEAVE OF ABSENCE DAYS  
Bocale s i d e n t

In accordance with the agreement reached during local negotiations, the following will apply as it relates to Leaves of Absence for ONA Local President, St. Joseph's Hospital, Hamilton:

- (1) Leave of Absence days; so granted will not be counted by the Hospital against those days allocated to the **Local** under Article E-1 Full-time and E-1 Part-time **of** the Collective Agreement (Local Provisions).
- (2) Such leave of absence **days** will be granted in **accorance** with the **Terms** and Conditions outlined in Article **11.02**.

Yours truly,

**W.J. Lyall**  
Director of Human Resources

WJ:mm

May 10, 1991

ONA Regional Office :  
393 Rymal Road, West, Suite 205  
Hamilton, Ontario  
L9B 1V2

Attn: Ms. K. Moore  
Employment Relations Officer

Re: PAY STUBS

As discussed in negotiations of local issues, the Hospital is prepared to **invite** a member of your **ONA**, Local 75 Executive to meet with the appropriate Management Information Systems Committee or sub-committee thereof in order to give your Local an opportunity to express your concerns regarding the design of the pay stub as it relates **to the** identification of specific deductions and earning categories **i.e.** shift premium, weekend premium, etc.

**It** would assist the Hospital if you could provide a list in writing **to** myself as **soon** as **possible** of your specific concerns.

Yours truly,

**W.J. Lyall**  
Director of Human Resources

WJ:mm

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