

SOURCE	ONA		
EFF.	91	04	01
TERM.	93	03	31
No. OF EMPLOYEES	567		
NOMBRE D'EMPLOYÉS	567		

COLLECTIVE AGREEMENT

- BETWEEN -

**ST. JOSEPH'S HEALTH CENTRE, TORONTO
(hereinafter called the "Health Centre")**

- AND -

**ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Association")**

FULL-TIME

EXPIRY: MARCH 31, 1993

JUL 30 1993

05771.05

LOCAL
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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.
Wiarton, 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
- a. 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 SCHEDULE AND CLASSIFICATIONS
FULL-TIME

ASSISTANT HEAD NURSE/TEAM LEADER

	<u>April 1, 1991</u>		<u>October 1, 1991</u>		<u>April 1, 1992</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2795.00	17.20	2795.01	17.20	2795.01	17.20
After 1 Year	2949.04	18.15	2949.04	18.15	2949.04	18.15
After 2 Years	3015.50	18.56	3015.50	18.56	3075.60	18.93
After 3 Years	3161.95	19.46	3161.95	19.46	3247.42	19.98
After 4 Years	3291.43	20.25	3334.18	20.52	3419.66	21.04
After 5 Years	3423.66	21.07	3466.46	21.33	3594.55	22.12
After 6 Years	3553.52	21.87	3596.25	22.13	3810.31	23.45
After 7 Years	3683.30	22.67	3768.97	23.19	4025.95	24.78
After 8 Years	3811.79	23.46	3940.28	24.25	4240.09	26.09
After 9 Years	3940.28	24.25	4111.60	25.30	4454.23	27.41

GRADUATE NURSE

	<u>Monthly</u>		<u>Hourly</u>		<u>Monthly</u>		<u>Hourly</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2600.00	16.00	2599.93	16.00	2599.93	16.00	2599.93	16.00
After 1 Year	2736.08	16.84	2736.08	16.84	2736.08	16.84	2736.08	16.84
After 2 Years	2795.91	17.21	2795.91	17.21	2851.35	17.55	2851.35	17.55
After 3 Years	2929.47	18.03	2929.47	18.03	3008.65	18.51	3008.65	18.51
After 4 Years	3045.99	18.74	3085.55	18.99	3164.66	19.47	3164.66	19.47
After 5 Years	3165.16	19.48	3204.73	19.72	3323.43	20.45	3323.43	20.45
After 6 Years	3282.81	20.20	3322.37	20.45	3520.12	21.66	3520.12	21.66
After 7 Years	3400.58	20.93	3479.67	21.41	3716.92	22.87	3716.92	22.87
After 8 Years	3520.20	21.66	3637.83	22.39	3914.62	24.09	3914.62	24.09
After 9 Years	3637.83	22.39	3796.00	23.36	4112.33	25.31	4112.33	25.31

REGISTERED NURSE

	<u>Monthly</u>		<u>Hourly</u>		<u>Monthly</u>		<u>Hourly</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2732.17	16.81	2732.17	16.81	2732.17	16.81	2732.17	16.81
After 1 year	2877.67	17.71	2877.67	17.71	2877.67	17.71	2877.67	17.71
After 2 years	2941.67	18.10	2941.67	18.10	3000.00	18.46	3000.00	18.46
After 3 years	3083.33	18.97	3083.33	18.97	3166.67	19.49	3166.67	19.49
After 4 years	3208.33	19.74	3250.00	20.00	3333.33	20.51	3333.33	20.51
After 5 years	3333.33	20.51	3375.00	20.77	3500.00	21.54	3500.00	21.54
After 6 years	3458.33	21.28	3500.00	21.54	3708.33	22.82	3708.33	22.82
After 7 years	3583.33	22.05	3666.67	22.56	3916.67	24.10	3916.67	24.10
After 8 years	3708.33	22.82	3833.33	23.59	4125.00	25.38	4125.00	25.38
After 9 years	3833.33	23.59	4000.00	24.62	4333.33	26.67	4333.33	26.67

APPENDIX 4
SUPERIOR CONDITIONS

FULL-TIME

A. (5.05) The list that the Health Centre submits along with the dues shall also include any changes of address.

B. Education Allowance (19.09)

The following provision shall apply only to full-time nurses employed at the St. Joseph's Wings:

1. In addition to the salaries prescribed above, the Hospital will pay the monthly educational allowances set forth hereunder to all nurses who are covered by this provision and who have completed their probationary period subject to the following conditions:

(a) The degree or certificate held must be a requirement of the job currently being performed.

(b) Proof of the degree or certificate from a school of recognized standing must be submitted by the nurse to the Hospital.

(c) In accordance with the above, a nurse possessing more than one degree or certificate shall be entitled only to the higher allowance provided hereunder.

(d) Payment of the allowance shall commence at the start of the first full pay period following filing with the Hospital of the required proof of standing.

2. Monthly educational allowances are as follows:

C.H.A. Nursing Unit Administration Course or recognized Post-Graduate Course in Nursing Specialties	\$15.00 per month
One Year University Diploma in Nursing Specialties	\$40.00 per month
Bachelor's degree in Nursing	\$80.00 per month
Master's degree in Nursing	\$120.00 per month

A nurse who is covered by this provision and who has not completed her probationary period but who is otherwise qualified for an educational allowance may be in the Hospital's discretion, receive such portion of the foregoing allowances as the Hospital may determine.

Educational allowances shall not be used in the calculation of overtime or other premium pay for any purpose in this Agreement.

APPENDIX 5LOCAL PROVISIONS - FULL-TIMEARTICLE A - RECOGNITION

A.1 The Health Centre recognizes the Ontario Nurses' Association as the bargaining agent of all full-time lay registered and graduate nurses employed at St. Joseph's Health Centre, Toronto, in a nursing capacity, save and except Head Nurses and persons above the rank of Head Nurse and other persons covered by an existing Collective Agreement.

The word "nurses" when used in this Agreement shall mean persons included in the aforementioned bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

B.1 The Association recognizes that the Management of the Health Centre and the direction of the working force are fixed exclusively in the Health Centre and shall remain solely with the Health Centre except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Health Centre to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim that a nurse has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location of work;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith; and

(e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

B.2 The Health Centre recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement,

ARTICLE C - ASSOCIATION SECURITY (5.06)

C.1 An Officer of the Association or Nurse Representative shall be allowed to meet with new nurses at the Health Centre's Orientation program.

ARTICLE D • REPRESENTATION AND COMMITTEES (Article 6)

D.1 (6.01 (a)) The Health Centre agrees to recognize the following representatives of the Association drawn from the full-time and part-time nurses employed by the Health Centre:

Twenty (20) Nurse Representatives in the following areas to assist nurses in the presentation of any grievance that properly arises under the provisions of this Agreement,

Acute Care Wings

1E and Pediatrics	1
2E and 2M.	1
3E and 3M	1
4E, 4M and A.C.U.	1
4G and C.M.H.C.	1
5M and Nurseries	1
Labour & Delivery	1
I.C.U. and C.C.U.	1
O.R., P.A.R., Cysto, Surgical Daycare	1
6M and 6G	1
Emergency & I.V. Team	1
Relief, Full-Time and Part-Time	1
Community Health Centre, Diagnostic Imaging, and Fracture Room	1

Long Term Care Wing

Day Shift:

1st floor	1
2nd floor	1
3rd floor	1
4th floor	1

Evening Shift:

1st floor/2nd floor	1
3rd floor/4th floor	1

Night Shift:

1st floor/2nd floor/3rd floor/4th floor	1
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- D.2 The Association shall notify the Health Centre in writing of the appointment/election of nursing representatives, indicating the area or group represented. **If unable to get a nurse representative from a specific area and a representative from another area wishes to cover that area, then permission will be granted.**
- D.3 If a Nurse Representative is transferred such nurse will continue to be recognized by the Health Centre as the Representative of the area from which she will be transferred, for one (1) month from the date of notice of transfer, except if transferred to any position outside the bargaining unit.
- The Association will notify the Health Centre in writing of the appointment/election of the nursing representative replacement.
- D.4 (6.01 (b)) The Grievance Committee will consist of six (6) nurses, of whom no more than three (3) shall be in attendance at meetings convened in accordance with the Grievance Procedure.
- D.5 (6.02(a)) The Health Centre-Association Committee shall be composed of four (4) nurses.
- D.6 (6.03) The Negotiating Committee shall be composed of five (5) nurses.

ARTICLE E - SENIORITY LIST (10.02)

E.1 The seniority list shall be posted by the Health Centre semi-annually, once in January and once in August. The list shall remain posted for a period of forty-five (45) days.

ARTICLE F - ASSOCIATION ABSENCE (11.02)

F.1 Leave of absence for nurses to attend Association business shall be granted pursuant to the following conditions:

- (a) Adequate notice in writing by the Association is given to the Health Centre.
- (b) No more than a total of five (5) nurses from both the full-time and part-time bargaining units shall be absent on such leave at the same time, of which no more than four (4) nurses from the acute care areas and three (3) nurses from the long term care areas shall be absent on such leave at any one time.
- (c) No more than two (2) nurses per unit shall be absent on such leave at the same time.
- (d) All such leave shall not exceed seventy (70) days collectively in any one calendar year,

ARTICLE G - SICK LEAVE (Article 12)

G.1 A nurse shall notify her Unit Administrator or the nurse in charge on evening and night tours of her impending absence or her return to work from sick leave in sufficient time for arrangements for a replacement, or re-arrangement of the work schedule to be made. If the Unit Administrator or the nurse in charge cannot be reached, the nurse shall notify the Nursing Administration Office.

ARTICLE H - SCHEDULING OBJECTIVES (13.01 (c))

H.1 The Health Centre will maintain and achieve the following objectives in the formation of working schedules:

- 1. Nurses will be asked to work no more than seven (7) consecutive days except by mutual consent, followed by at least two (2) consecutive days off. It is

understood that this is a minimum requirement, and where possible, the Health Centre will attempt to schedule no more than six (6) consecutive days of work.

2. (14.03) The Health Centre will schedule at least every third (3rd) weekend off. Where possible, additional weekends off will be scheduled. In the event of failure to give every third weekend off, the premium rate shall be paid for the third and successive weekends until a weekend off work is scheduled. This premium rate shall not apply in the following situations:
 - (a) Other arrangements initiated by the nurse and accepted by the Health Centre have been made.
 - (b) Such weekend is worked as a result of an exchange of shifts with another nurse.
 - (c) Such weekend work is requested by the nurse.
3. (14.12) The time schedule will be posted at least two (2) weeks in advance of its going into effect and will cover at least an eight (8) week period. Requests for specific days off are to be submitted in writing at least three (3) weeks in advance of posting on the appropriate form.
4. Requests for change in posted time schedule must be submitted, in writing on the appropriate form, co-signed by the nurse willing to exchange days off or tour of duty. Such exchanges will not result in premium pay if the scheduling objectives are not met.
5. For nurses rotating, the Health Centre will endeavour to equitably distribute shift assignments within classifications.
6. At least two (2) consecutive tours off shall be scheduled between tours of duty and at least forty-eight (48) hours shall be scheduled following night duty. A shorter period of time may be agreed upon by mutual consent,
7. Weekend definition - a weekend is defined as seven (7) consecutive shifts off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

Weekend Premium • The premium provided for in Article 14.15 shall be paid for each hour worked between 2330 hours Friday and 2330 hours Sunday.

8. These scheduling regulations may be waived by the Health Centre between December 15th and January 15th, so that all nurses may receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas should be interpreted to mean Christmas Eve, Christmas Day, Boxing Day, Time off at New Year's shall include New Year's Eve and New Year's Day.

The assignment of time off at Christmas and New Year's shall be on an equitable basis within the Nursing Unit.

The Health Centre and the Association agree that a nurse who has five (5) days off at Christmas in one year shall not be entitled to five (5) days off at Christmas in the ensuing year but shall be entitled to five (5) days off at New Year's, it being the intention that a nurse shall alternate from year to year between days off at Christmas and days **off** at New Year's.

This article does not apply to those areas where regularly scheduled work is concentrated on a Monday through Friday basis, e.g. O.R., C.H.C. For those areas which normally will be closed between Christmas and New Year's such as **the S.S.U.**, the Health Centre ~~will~~ endeavour to allow those nurses to take time off such as **LOA** days or vacation days etc. during the period that their Unit is closed. :-

If a dispute arises the parties agree that nurses scheduled to work Christmas one year shall be required to work New Year's the following year on a rotational basis.

9. Those nurses currently working permanent shifts will be permitted to continue to do so, so long as they remain in their current positions (those held as at date of issuance of this award - July 26, **1989**). Notwithstanding the above, the Hospital may rotate these nurses for a maximum period of two months per year for purposes of assessment, evaluation or instruction.
10. Shift Premium - The evening shift premium provided for in Article **14.10** shall be paid for each hour

worked between 1530 and 2330 hours. The night shift premium provided for in Article 14.10 shall be paid for each hour worked between 2330 and 0730 hours.

ARTICLE I - EQUIVALENT TIME OFF (14.09)

- I.1 Where a nurse accumulates approved overtime hours and chooses equivalent time off such time off will be taken at a time negotiated between the nurse and her immediate supervisor.

ARTICLE J - PAID HOLIDAYS (15.01)

- J.1 The following twelve (12) designated holidays shall be recognized paid holidays:

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

- J.2 Whenever one of the recognized holidays falls on a Sunday, the following Monday will be observed in lieu thereof.

- J.3 (15.06) If a nurse is entitled to a lieu day, it will be granted within thirty (30) days prior to or thirty (30) days after the holiday to be taken, the day to be selected by agreement between the nurse and her immediate supervisor.

- J.4 For the purpose of determining entitlement to holiday pay, the nurse shall be paid for the actual hours worked on the holiday at the holiday rate of pay, The hours of work to be paid at the holiday rate of pay shall commence at 11:30 p.m. on the day preceding the holiday and shall continue to 11:30 p.m. on the day of the holiday,

- J.5 The Health Centre shall endeavour to arrange equitable distribution of holidays off within each nursing area.

- J.6 The Health Centre will, where possible, schedule a holiday designated for a Friday or Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday or Sunday. Conversely, the Health Centre will, where possible, schedule a holiday designated for a Friday or a Monday to be a work day for a nurse scheduled



to work on the adjacent Saturday or Sunday. The Health Centre, where possible, will schedule the lieu day in conjunction with the weekend off, with a view to scheduling equitably three (3) day weekend periods off.

ARTICLE K - VACATIONS (Article 16)

- K.1 For the purpose of calculating vacation and eligibility, the vacation year shall be from July 1st of any year to June 30th of the following year,
- K.2
 - (a) The vacation year shall be split into two periods. The first period shall be from July 1 through to December 31. The second period shall be from January 1 to June 30.
 - (b) A nurse shall be able to exercise her seniority only once during each of the vacation periods during the vacation year (July 1 through June 30).
 - (c) A nurse who wishes to exercise her seniority may so indicate on the vacation planner.
 - (d) When nurses in a specific nursing unit, floor, or department desire the same or overlapping vacation period, the seniority of the nurses directly affected shall govern the assignment of vacations, Seniority means bargaining unit seniority, not departmental seniority,
- K.3
 - (a) Vacation lists for the first period July 1 to December 31, are to be posted by February 1. Nurses will submit their request during the following month. In the event of conflict, seniority shall govern. Vacation schedules shall be confirmed by April 1. Any remaining available time for vacation during the first period shall be submitted on the appropriate form at least three weeks before the time schedule is posted and shall be granted on a first come, first served basis,
 - (b) Vacation lists for the second period, January 1 to June 30 shall be posted by September 1. Nurses will submit their request during the following month, In the event of conflict seniority shall govern. Vacation schedules shall be confirmed by November 1. Any remaining available time for vacation during the second period shall be submitted on the appropriate form at least three weeks before the time schedule is posted and shall be granted on a first come, first served basis.

(c) The previous years vacation time not requested by March 31 of the following year shall be assigned by the Health Centre in consultation with the nurse.

(d) During these periods the Health Centre will not normally schedule more than four (4) weeks' vacation per nurse other than once every three (3) years.

K.4 Nurses who want their vacation pay in advance must notify their nursing manager four (4) weeks before the commencement of their vacation.

K.5 When the appropriate schedule is not posted prior to the nurse leaving on her vacation, the Health Centre shall notify the nurse of the date and time on which to report for duty following her vacation.

K.6 Where a nurse commences her vacation on a Monday, the Health Centre will grant the weekend immediately preceding the vacation and the weekend at the end of the vacation as days **off** for at least two periods of vacation during the vacation year.

K.7 The Health Centre will endeavour not to include unit managers in the staffing quotas for purposes of deciding vacation.

ARTICLE L - MISCELLANEOUS

L.1 A copy of all official correspondence between the parties, except as provided for under the grievance procedure, arising out of this Agreement or incidental thereto, shall be directed to the Vice-president, Patient Services, the Director, Human Resources, of **the** Health Centre, and the President of the Local.

L.2 The Employer will ensure that adequate locker and change room facilities are provided for nurses.

L.3 Pay, made by direct deposit, together with a statement of earnings, will be bi-weekly.

L.4 Bulletin Boards

The Health Centre will provide four (4) bulletin boards, one located in the Long Term Care area and the others in an appropriate location in the Acute Care area of the Health Centre.

Keys to the boards will be **held** by both parties.

The Association may post notices of general information without prior approval. This does not include notices which may be of a sensitive nature arising out of political, ethical or religious issues,

- L.5 The Hospital will provide scrub dresses for nurses who work in the Operating Room, the Labour and Delivery Room, the Cysto Department, Post-anaesthetic Recovery Room and Special Care Nursery, Dialysis Unit, Chemo Unit, ICU/CCU and Emergency Unit.

ARTICLE M - EXTENDED TOURS

- M.1. Extended Tours shall be introduced into any unit when,
- (a) eighty (80%) percent of the nurses in the unit so indicated by secret ballot, and
 - (b) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner,
- M.2
- (a) Subsequent to the initial vote, a trial period of two (2) consecutive scheduling periods of eight (8) weeks each.
 - (b) Subsequent to the trial period, a second vote will be taken.
 - (c) All nurses on the unit must then work the extended tour schedule during the trial period and thereafter.
- M.3 A compressed work week may be discontinued in any unit when:
- (a) fifty (50%) percent of the nurses in the unit so indicate by secret ballot; or
 - (b) the Hospital because of
 - (i) adverse effects on patient care,
 - (ii) inability to provide a workable staffing schedule, or
 - (iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the compressed work week in the schedule.

M.4

When notice of discontinuation is given by either party in accordance with paragraph (3) above, then:

- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (b) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

M.5

The following regulations shall govern the scheduling of work for nurses working a compressed work week:

- (a) Nurses will be asked to work no more than four (4) consecutive days except by mutual consent, followed by at least two (2) consecutive days off.
- (b) The Health Centre will schedule every second (2nd) weekend off which shall consist of five (5) consecutive extended tours which shall commence no later than nineteen thirty (1930) hours on Friday.
- (c) Nurses will not be scheduled single days off or on duty unless by mutual consent.
- (d) A weekend may be defined as a period of time over Saturday and Sunday of at least seven (7) normal tours (7.5 hours).

ARTICLE N - JOB SHARING

If the Health Centre agrees to a Job Sharing arrangement, the following terms and conditions shall apply:

- 1. **Job** Sharing requests with regard to full-time positions shall be considered on an individual basis. The Health Centre shall reserve the right to determine the appropriateness of such arrangement after discussion with the Association at the Hospital-Association Committee.
- 2. Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two (2) nurses and the Unit Administrator.
- 3. The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.

4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work unless mutually agreed otherwise,
6. Job sharers are not required to cover for their partner during sick leave or vacation unless mutually agreed otherwise. Job sharers are not responsible for arranging coverage for their position during an absence. If one of the job sharers is ill or requires an absent day, she will attempt to contact her partner to cover the shift. If the shift cannot be covered then she will contact the Hospital for a replacement,
7. Where a job sharer is going to be absent, other part-time nurses shall be offered the additional tours.
8. All other provisions covering job sharing are contained in the Central Part-time Agreement.
9. Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
10. An incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
11. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position, The remaining nurse will have the option of continuing the full-time position or reverting to her former classification. If she does not continue full-time, the position must be posted according to the Collective Agreement.
12. Either party may discontinue the job sharing arrangement with ninety (90) days' written notice, Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE O - PREPAID LEAVE PLAN

0.1 Those units with less than forty (40) nurses, both full-time and regular part-time, will be allowed a maximum of one (1) nurse to be absent at any one time on a prepaid leave.

Those units with more than forty (40) nurses, both full-time and regular part-time, will be allowed a maximum of two (2) nurses to be absent at any one time on a prepaid leave.

Those units with more than sixty (60) nurses, both full-time and regular part-time, will be allowed a maximum of three (3) nurses to be absent at any one time on a prepaid leave.

ARTICLE P - MODIFIED WORK

- P.1 1. The Hospital will notify the President of the Local Nurse's Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- 2. When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss **the** circumstances surrounding the employee's return to suitable work.
- 3. The Hospital agrees to provide the employee with a **copy** of the Workers' Compensation Board Form 7 at the same time as it is sent to **the** Board..

Dated at Toronto - Ontario, this 13th day of May, 1973

FOR THE EMPLOYER

Michael Ryan
Manager - C.S. Nurses
John King
Barbara A. Crow
Gwen Basura
Brianne Hunter
Catherine Coney

FOR THE ASSOCIATION

Evelyn Gaudet ERO
Dorothy Lee Sigia
BeClate
[Signature]
Benny A. Byers
H. Morris

St. Joseph's Health Centre

And

O.N.A. Employees, Local 95"Frozen" Sick Bank Payout Provisionsas of October 23, 19811. Sick Bank

Accumulated sick leave credits 'frozen' and banked in **hours**.

2. Accumulation

Maximum accumulation of one hundred fifteen (115) days.

3. Eligibility for Usage

Full-time nurses only.*

4. Eligibility for Payout

Minimum of five (5) years' continuous service.

5. Cash Settlement

Payout based on current salary rates **at** time of **cashout**.

6. Terms of Payout

a) Termination - 50% of 'frozen' sick bank balance

b) Death - 50% of 'frozen' sick bank balance

c) Retirement - 100% of 'frozen' sick bank balance

7. Record

The Health Centre will keep a record of all unused **"frozen"** sick time hours and will advise each nurse yearly of her sick bank status.

*

Nurses returning to full-time service from part-time shall have reinstated any sick credits accumulated during previous full-time service, provided that employment record has remained unbroken.

LETTER OF UNDERSTANDING

Between

ST. JOSEPH'S HEALTH CENTRE

And

ONTARIO NURSES' ASSOCIATION

Re: Parking

The Hospital will continue its policy of paid parking which currently is on the basis of the following rates:

Fifty Dollars (\$50.00) per month or
Five Dollars (\$5.00) per day.

Prior to any changes in these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Association-Hospital Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

Dated at Toronto Ontario, this 13th day of May, 1995

FOR THE EMPLOYER

Michael Ryan
Margaret C. Spencer
Tom Long
Barbara Ross
Gwen Basura
Christine Hurd
Catherine Cary

FOR THE ASSOCIATION

Ester Maudet ERO
Donna Lee Sifia
Reclaire
He
Lenny A. Byers
N. Morris

LETTER OF UNDERSTANDING

Between

ST. JOSEPH'S HEALTH CENTRE, TORONTO

and

ONTARIO NURSES' ASSOCIATION

Full-time

Re: Scheduling Committee

A Scheduling Committee of two (2) representatives from the Association and two (2) representatives of the Hospital shall be established by October, 1992 and its first meeting scheduled soon thereafter.

The purpose of this Committee shall be to review schedules to determine the possibility for providing for every second (2nd) weekend off for nurses working regular (7.5 hour) tours.

There will also be one (1) additional Association representative and one (1) additional Hospital representative from each of the affected units to be involved in Committee meetings when schedules on those units are discussed.

Dated at Toronto Ontario, this 13th day of May, 1993

FOR THE EMPLOYER

FOR THE ASSOCIATION

Michael Ryan
Manager Clinics
McLean
Barbara Brown
Queen Basins
Christine Markes
Catherine Cany

Ester Mandet E.R.O.
Nona Lee Sofia
Beclate
[Signature]
Denny A Byers
[Signature]

LETTER OF UNDERSTANDING

Between

ST. JOSEPH'S HEALTH CENTRE

. And

ONTARIO NURSES' ASSOCIATION

Re: Self-Scheduling

1. Self-scheduling shall be introduced into any unit when eighty percent (80%) of the nursing staff indicate by secret ballot their willingness to participate.
2. A test shall run for a six (6) month period after which the nursing staff will indicate by an eighty percent (80%) vote, by secret ballot, their willingness to continue, which shall be subject to the agreement of the Unit Administrator.
3. The Health Centre and the Association shall meet to ensure that the Unit's self-scheduling guidelines comply with the scheduling provisions of the Collective Agreement.
4. The Unit Administrator shall review the self scheduling schedules to ensure compliance with the Unit's self scheduling guidelines and to ensure that adequate nursing coverage is maintained.
5. The Unit's self-scheduling arrangement may be cancelled by the Health Centre or the Association subject to sixty (60) days written notice to the other party.

Dated at Toronto Ontario, this 13th day of May, 1993

FOR THE EMPLOYER

Michael Ryan
Manager - C Subsector
M. Heary
Barbara Aulon
Queen Basens
Christine Munkes
Christine Cony

FOR THE ASSOCIATION

Esther Landt ERO
Dona Lee Giffin
Beckste
[Signature]
Denny A Byers
[Signature]

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LETTER OF UNDERSTANDING

Between

ST. JOSEPH'S HEALTH CENTRE

And

ONTARIO NURSES' ASSOCIATION

Re: Program on Defensive Restraint

The Health Centre will provide a program on defensive restraints to all staff working in Emergency and Psychiatry. This program will be paid for by the Health Centre as needed, not more than once every two (2) years.

Dated at Toronto Ontario, this 13th day of May, 1993

FOR THE EMPLOYER

Michael Ryan
Margaret Jancevics
McLoony
Barbara Connor
Janet Basura
Christine Harkins
Catherine Cary

FOR THE ASSOCIATION

Esther Haudet E.R.O.
Dorothy Le Sofia
Beckwith
Alan
Henry A Byers
H. Morris