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No. OF EMPLOYEES			
NOMBRE D'EMPLOYÉS			

FULL-TIME

COLLECTIVE AGREEMENT

Between

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

and

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

April 1, 1991 - March 31, 1993

STMIC01.F93

- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 22.03 If notice Of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 23

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

- Appendix 1 - O.N.A. Grievance Form
- Appendix 2 - List Of Professional Responsibility Assessment Committee - chairpersons
- Appendix 3 - Salary Schedule
- Appendix 4 - Superior Conditions - If Any
- Appendix 5 - Appendix of Local Provisions

ARTICLE 24 - LAYOFF DISPUTE

24.01 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. It is understood that this Agreement will be amended to incorporate new or amended provisions that may result from the arbitration award.

Signed at Toronto, Ontario, this 22 day of January, 1994.

For the Hospital:

[Signature]
Charmaine Brennan
Tush Bely
[Signature]

For the Association:

[Signature]
[Signature]
Georgy Mednick O.N.A.

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
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

MONTHLY SALARY

ASSISTANT HEAD NURSE

	April 1, 1991		October 1, 1991		April 1, 1992	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
START	2829.13	17.41	2829.13	17.41	2829.13	17.41
1 YEAR	2988.38	18.39	2988.38	18.39	2988.38	18.39
2 YEARS	3066.38	18.87	3066.38	18.87	3126.50	19.24
3 YEARS	3225.63	19.85	3225.63	19.85	3313.38	20.39
4 YEARS	3363.75	20.70	3407.63	20.97	3493.75	21.50
5 YEARS	3506.75	21.58	3552.25	21.86	3683.88	22.67
6 YEARS	3643.25	22.42	3688.75	22.70	3908.13	24.05
7 YEARS	3779.75	23.26	3867.50	23.80	4132.38	25.43
8 YEARS	3913.00	24.08	4044.63	24.89	4351.75	26.78
9 YEARS	4043.00	24.88	4220.13	25.97	4571.13	28.13

REGISTERED NURSE

START	2732.17	16.81	2732.17	16.81	2732.17	16.81
1 YEAR	2877.67	17.71	2877.67	17.71	2877.67	17.71
2 YEARS	2941.67	18.10	2941.67	18.10	3000.00	18.46
3 YEARS	3083.33	18.97	3083.33	18.97	3166.67	19.49
4 YEARS	3208.33	19.74	3250.00	20.00	3333.33	20.51
5 YEARS	3333.33	20.51	3375.00	20.77	3500.00	21.54
6 YEARS	3458.33	21.28	3500.00	21.54	3708.33	22.82
7 YEARS	3583.33	22.05	3666.67	22.56	3916.67	24.10
8 YEARS	3708.33	22.82	3833.33	23.59	4125.00	25.38
9 YEARS	3833.33	23.59	4000.00	24.62	4333.33	26.67

GRADUATE NURSE

START	2611.38	16.07	2611.38	16.07	2611.38	16.07
1 YEAR	2754.38	16.95	2754.38	16.95	2754.38	16.95
2 YEARS	2817.75	17.34	2817.75	17.34	2874.63	17.69
3 YEARS	2955.88	18.19	2955.88	18.19	3037.13	18.69
4 YEARS	3082.63	18.97	3123.25	19.22	3202.88	19.71
5 YEARS	3204.50	19.72	3245.13	19.97	3365.38	20.71
6 YEARS	3323.13	20.45	3363.75	20.70	3563.63	21.93
7 YEARS	3448.25	21.22	3527.88	21.71	3770.00	23.20
8 YEARS	3570.13	21.97	3690.38	22.71	3969.88	24.43
9 YEARS	3690.38	22.71	3851.25	23.70	4171.38	25.67

(19.09)

ST. MICHAEL'S HOSPITALEDUCATIONAL ALLOWANCE

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

- (a) **the additional** qualification of the degree or certificate **held is utilized** directly in 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 Employer;
- (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 Employer of the required proof of standing.

Monthly Educational Allowances

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

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

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

ST. MICHAEL'S HOSPITAL
SICK LEAVE PLAN (In effect prior to October 23, 1981)

Pay for sick leave is for **the** sole and only purpose of protecting the nurse against loss of regular income when she **is legitimately** ill and unable to work and will be granted on the following basis:

- (a) sick leave **will** be allowed for sickness for nurses after the completion of their probationary period on the basis of one and one-half (**1-1/2**) days per month of **active** employment to a total of eighteen (**18**) days sick leave after one year's service;
- (b) it is understood and agreed that no sick leave **will** be allowed during the nurse's **probationary** period. Should the nurse remain in the employ of the Employer after completion of her probationary period, **her entitlements** shall date back to the last day of hiring;
- (c) all unused sick leave **may be** accumulated to the credit of the nurse to a maximum of one hundred and twenty (**120**) days;
- (d) the nurse **may be required to produce** proof of sickness for any absence in the form of a **medical** certificate, **and report to** the Employee Health **Unit** when returning to duty;
- (e) nurses shall not be **entitled** to sick leave for sickness or accident compensable by the Workmen's Compensation Board;
- (f) the Employer will **continue credits** for sick leave, **until** thirty (**30**) days **following the expiry** of the sick leave credits;
- (g) a nurse who **voluntarily** terminates her employment after five years service with **the Employer**, will be entitled to receive payment of fifty (**50**) **percent of** her unused sick leave credits which have accumulated;
- (h) a nurse who retires at **age 65** and who has completed five years of service with the **Employer** will be entitled to receive **100%** of her unused sick leave **credits** which have accumulated;
- (i) payment of sick leave credit during a period **of** vacation or leave of absence shall be at the sole discretion of the Employer.

FULL-TIME APPENDIX

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COLLECTIVE AGREEMENT

BETWEEN:

ST. MICHAEL'S HOSPITAL
 (hereinafter referred to as the "**Employer**")

AND:

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

ARTICLE - RECOGNITION AND DEFINITIONS

- A.1** The **Employer recognizes** the Association as the sole bargaining agent of all lay registered and graduate nurses of St. Michael's Hospital, engaged in a nursing capacity in Metropolitan Toronto, save and except Head Nurses, persons above the rank of Head Nurse and **part-time** nurses.
- A.2** The word "**nurses**" whenever used in this Agreement shall mean only those employees of the Employer included in the above-described bargaining unit.
- A.3** The words "Immediate Supervisor" whenever used in this Agreement shall mean the Head Nurse, Supervisor, or other **member of management** as the case may be, to whom the **nurse usually** reports for duty.

ARTICLE - MANAGEMENT RIGHTS

- B.1** The Association **recognizes** that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) 'maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a **claim** of discharge, suspension or discipline

without just cause by a nurse who has completed her probationary period may be the subject of a grievance, and dealt with as hereinafter provided;

- (c) determine, in the interest of efficient operation and **highest standard** of service, classifications, the hours of work, work assignments, methods of **doing the work** and the working establishment for any **service**;
- (d) determine **the** number of personnel required, the services to **be** performed and the methods, procedures and **equipment** to be used in **connection** therewith;
- (e) make and enforce and **alter** from time to time 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. Prior to implementation, the Employer will advise the Association of changes in rules. The Association may make representations with respect to such rules and regulations.

B.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION COMMITTEES AND REPRESENTATIVES

C.1 There shall be eighteen **(18)** nurse representatives for both the both full-time and part-time bargaining units. Not more than **one (1)** representative will be from any unit with less than fifty **(50)** nurses and **there** shall be no more than two **(2)** representatives **from** any unit. A member of the Executive may act in the **absence** of a nurse representative.

C.2 Negotiating Committee

There shall be up to five **(5)** representatives on the Negotiating Committee.

C.3 Grievance Committee

There shall be up to four **(4)** representatives on the Grievance Committee. This Committee may be supplemented by an additional nurse representative from the area in which the **grievance** occurred.

C.4 Association-Hospital Committee

There shall be up to four **(4)** representatives of each of the parties on the Association-Hospital Committee. Substitution for members will be permitted providing prior notification is given.

- C.5 A list of representatives Of **the Association will be posted on all units within the Hospital.**
- C.6 If a nurse representative **is** transferred from one area to another, such nurse will continue to be **recognized** by the **Employer as the representative** of the area from which she **was** transferred for up to three months, except if transferred to a position outside the bargaining unit.
- C.7 **A representative of the Association shall be allowed a period of time within the Hospital orientation program to meet with new nurses.**

ARTICLE D - SCHEDULING - HOURS OF WORK

- D.1 **Whenever possible, the Employer will achieve and maintain the following objectives in the formation of working schedules:**
- (a) In each two (2) week period, two (2) consecutive days off will be **scheduled** and nurses may be scheduled to work more than five (5) but no more than seven (7) consecutive days, except by mutual consent. At least two (2) consecutive days off will be **scheduled** after seven (7) consecutive days of work. Split days off will be kept to a minimum;
 - (b) The Employer will schedule at least every second (2nd) weekend off; in the event of failure to give every second (2nd) weekend off, an overtime premium (in accordance with 14.03) shall be paid for the second (nd) and every **successive** weekend until a weekend **is** scheduled off, **save and** except where:
 - i) **such** weekend has **been** worked by the nurse to **satisfy** specific days off requested by such nurse, or
 - ii) **such** nurse has requested weekend work; or
 - iii) such weekend is worked as a result of an **exchange** of shifts **with** another nurse.
 - (c) at least two off-tours shall be scheduled between shifts **and** at least **six** off-tours shall be scheduled **following** night duty. A shorter period of time between changes of **shift** may be agreed upon by mutual consent;
 - (d) i) Schedules covering a six (6) week period will **be** posted no less than twenty-one (21) days in advance;

- ii) **nurses who** are assigned to standby duty shall **be scheduled** for standby duty at least fourteen **(14) days in advance**, and this schedule shall cover a **six (6) week period**.
 - (e) Requests for change in posted schedules may be made in writing provided they are co-signed by the nurse willing to exchange days off or tour of duty.
 - (f) Split tours will not be scheduled;
 - (g) Nurses who so desire will receive five (5) consecutive days off or more at either Christmas or New Year's. Christmas shall be defined as including all shifts on December 24th, 25th and 26th. New Year's shall be defined as all shifts on December 31st and January 1st.
- The Hospital will endeavour to post schedules covering the period December 18th to January 7th no later than December 1st of each year.
- (h) The Employer shall endeavour to equitably distribute shift assignments;
 - (i) The Employer will equitably distribute weekends off in each unit among general staff;
 - (j) A nurse shall not be required to work three (3) different shifts in any seven (7) calendar day period unless otherwise agreed.
 - (k) i) There will be equal distribution of standby duty with the option to exchange, such exchange to be subject to the approval of the Head Nurse.
 - ii) In the event that a nurse is called back to the Hospital from standby after midnight, and is required to work more than four (4) consecutive hours, she shall not be required to report for work the next day prior to twelve (12) noon,
 - (l) The Employer will endeavour to schedule so that one half of the nurses' tours are day tours, it being recognized that it may not always be possible to do so in which casenurses involved shall be treated equitably with respect to shift assignments over a reasonable period of time. Days off shall not be included in determining whether or not the above has been achieved.
 - (m) A weekend shall be defined as at least a fifty-six (56) consecutive hour period commencing at the conclusion of the Friday day tour.

- (n) Except in cases of emergency, the Hospital shall provide six (6) weeks' written notification to the Association of permanent changes in starting and stopping times for shifts.
- (o) The day shift shall be the first shift of the day.
- (p) Nurses who work and accumulate overtime in accordance with Article 14.06 and 14.09, shall be permitted to take their overtime at the appropriate premium rate, in time off which will be scheduled at a mutually agreeable time.

The nurse will make a written request, as to when she wishes to take this overtime. The Hospital will endeavour to reply, in writing, to this request, within forty-eight (48) hours but no later than seventy-two (72) hours following submission of the request to the immediate Supervisor.

- (q) The Hospital intends to continue its present practice of requiring nurses assigned to the Operating Room and to the Recovery Room to work no more than one (1) weekend in six (6). If, however, circumstances warrant a change in this practice, the Hospital will provide six (6) weeks notice to the Association and to the nurses involved and the Hospital will meet with the Association for discussion prior to implementing any change.
- (r) The Hospital intend; to continue its present practice of providing all Assistant Head Nurses with every second weekend off. If, however, circumstances warrant a change in this practice, the Hospital will provide six (6) weeks' notice to the Association and to the nurses involved, and will meet with the Association for discussion, prior to implementing any change.
- (s) The Hospital intends to continue its present practice of scheduling every weekend off for all nurses assigned to Diagnostic Imaging, CSR, cysto, OPD clinics, Medical Day Care and Surgical Day Care. If, however, circumstances warrant a change in this practice, the Hospital will provide six (6) weeks' notice to the Association and to the nurses involved and will meet with the Association for discussion prior to implementing any change.
- (t) Nurses working in the Diagnostic Imaging shall only be required to take standby one (1) weekend in four (4). If, however, circumstances warrant a change in practice, the Hospital will provide six weeks' notice to the Association and to the nurses involved and will meet with the Association for discussion prior to implementing any change.

(u) Nurses working in the Operating Room shall be required to work no more than fourteen (14) shifts in any six (6) week schedule.

(v) Nurses shall be permitted to request specific days off, by making such a request in **writing** to the immediate Supervisor. Such requests shall be made fourteen (14) days in advance of the posting of the schedule. Such requests shall not be unreasonably withheld.

D.2 A rest period will be granted as per Article 13.01 of the Central Agreement.

D.3 A meal period will be provided as per Article 13.01 of the Central Agreement.

D.4 Any reduction in the number of daily tours as the result of introduction of a longer daily tour by the Employer must receive approval of the local Association.

D.5 Extended Tour System

The Employer will endeavour to maintain and achieve the following objectives in the formation of extended working schedules.

1. A longer daily tour (extended tour) shall be introduced into any unit when:
 - (a) Eighty percent (80%) of the nurses in the unit so indicate by secret ballot and
 - b) The Employer agrees to implement the extended tours, such agreement shall not be withheld in an unreasonable arbitrary manner.
2. (a) Subsequent to the initial **vote**, a trial period of at least sixteen (16) **consecutive** weeks will take place.
 - (b) All **nurses** on the unit must work the extended tour schedule during the trial period and thereafter, except for nurses on the staff of the **unit** on the day the vote is taken. These nurses may continue to work the seven and one-half (7-1/2) hour tour.
 - (c) **Subsequent** to the trial period, a second vote **will be taken** and must meet the requirements of (1. (a) above) in order to continue the extended tour schedule.
3. A longer daily tour (extended Four) **may** be discontinued in any unit when:

- (a) Fifty percent (50%) of the nurses in the unit so indicate by secret ballot;
 - or
 - (b) The Employer states its intention to **discontinue** the extended tour schedule because of:
 - (i) adverse effects on patient care,
 - or
 - (ii) inability of the Employer to provide a workable staffing schedule.
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 extended tour schedule will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
5. (a) Nurses shall be scheduled to work no more than four (4) consecutive tours except by mutual consent. The Hospital will endeavour to schedule nurses to work no more than three (3) consecutive tours except by mutual consent or during weeks which **contain** a paid holiday. At least one (1) extended tour off will be scheduled between shifts.
- (b) Nurses shall receive every second (2nd) weekend off duty unless otherwise agreed to between the nurse and the Employer. A weekend is defined as a minimum of five (5) consecutive extended tours off, which shall commence no later than 1930 hours on Friday.

In the event of failure to give every second (2nd) weekend off, an overtime **premium** (in accordance with Article 14.03) shall be paid for the second and every successive weekend worked until a weekend is scheduled off, save and except where:

- i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or

- ii) Such nurse has requested **weekend** work; or
 - iii) Such weekend is worked as the result of an **exchange** of shifts with **another** nurse.
6. The **Hospital** will endeavour not to require a nurse to change **tours** more than once **during a week**, unless otherwise mutually agreed.

At least four (4) off tours shall be scheduled following night duty. A shorter period of time between changes of shift may be agreed upon by mutual consent.

7. (a) Schedules covering a **six (6) week** period will be posted no less than **twenty-one (21) days** in advance.

(b) Nurses who are assigned to standby duty shall be **scheduled** for standby duty at least **fourteen (14) days** in advance, and this schedule shall cover a **six (6) week** period.

8. Requests for change in posted **schedules** may be made in writing, provided they are co-signed by the nurse willing to exchange days off or tour of duty.

9. Nurses who **so** desire will receive **five (5) consecutive days** off or more at either Christmas or **New Year's**. **Christmas** shall be defined as including all shifts on **December 24th, 25th and 26th**. **New Year's** shall be defined as including all shifts on **December 31st** and **January 1st**.

The Hospital, will endeavour to post schedules covering the **period December 18th to January 7th** no later than **December 1st** of each year.

10. The Employer **shall endeavour** to equitably distribute shift assignments.

11. The Employer will endeavour to schedule so that **one-half** of the nurses' tours are day tours, it being **recognized** that it **may not always be** possible to do so. Days off shall not be included in determining whether or not the above has been achieved.

12. (a) In the event that a nurse is called back to the Hospital from standby after midnight, and is required to work more than **four (4) consecutive hours**, she shall not be required to report for work the next day prior to **twelve (12) noon**.

(b) There will be equal distribution of standby duty with the option to exchange

and such exchange to be subject to the approval of the Head Nurse.

13. **Except** in case of emergency, the Hospital shall **provide** six (6) weeks' written notification to the Association of permanent changes in starting and **stopping** times for shifts.
14. The day shift shall be the first shift of the day.
15. Nurses who work and **accumulate** overtime in **accordance with Article 14.06 and 14.09 shall be permitted** to take their overtime at the appropriate premium rate in time off, which **shall** be scheduled **at** a mutually agreeable time.

The nurse will make a written request, as to when she wishes to take this overtime. The Hospital will endeavour to reply, in writing, to this request, within forty-eight (48) hours but no later than seventy-two (72) hours following submission of the **request** to the immediate supervisor.
16. Nurses shall be permitted to request specific days' off, by making such a request, in writing, to the **immediate** Supervisor. Such requests shall be made fourteen (14) days in advance of the posting of the schedule. Such requests shall not be unreasonably withheld.
17. A rest period will be granted as per Article 13.02 **of the** Central Agreement.
18. A meal period will be provided as per Article 13.02 **of the** Central Agreement.
19. Split tours will not be scheduled.
20. When requested by nurses **in** each individual unit, a vote shall be conducted among the nurses working extended tours as to whether or not they will **continue to work extended tours**, or revert to normal tours (7.5 hour tours) between the period December 15th to January 7th.

Where the majority of **nurses** in a particular nursing unit vote by at least fifty-one percent (51%), then **all** nurses on the unit shall revert to normal tours (7.5 hour tours) for **the** period of December 15th until January 7th. Following this period of time, they **shall** once again revert to their extended tour **schedules**.

ARTICLE E - VACATIONS

- E.1** (a) For the purpose of calculating vacation and eligibility, the vacation year shall be the anniversary date of the nurse. This provision shall be effective May 1, 1990.
- (b) The accrual of vacation entitlement will commence on the anniversary date, and all nurses shall be entitled to vacation with pay based on continuous service as of their anniversary date.
- (c) Nurses may accrue vacation from year to year. The maximum accrual at any one time shall not exceed one and one-half of the nurse's entitlement, calculated in accordance with Article E.1 (a).
- E.2** Vacation may be granted at any time during the year. Any vacation entitlement over the maximum will be assigned by the Employer following consultation with the nurse(s) involved.
- E.3** (a) Vacation schedules shall be posted by May 31st of all vacations requested by March 31st for the summer vacation period, from June 15th to, October 15th. Requests for vacation outside this period shall be submitted two: (2) months, if possible, prior to the requested vacation and acknowledgment will be given within seven (7) days of such request, and a reply will be given as soon as possible.
- (b) When a nurse requests vacation, the Employer will endeavour to grant the weekend immediately preceding and the weekend immediately following the vacation as days off.
- (c) The Employer shall notify the nurse prior to leaving on her vacation the date and time on which to report for duty following vacation.
- (d) When nurses in a specific nursing unit desire the same or overlapping vacation periods, then the service of the nurses in the unit directly affected shall govern in the assignment of vacations.
- However, a nurse shall be able to exercise her seniority only once during the summer vacation period from June 15th to October 15th.
- (e) Special consideration shall be given in circumstances where a nurse has plans for an extended vacation.
- E.4** The Employer will not unreasonably deny vacations.

- E.5 **Nurses will receive** their vacation pay with their regular **cheque issued** immediately preceding their commencement **of vacation provided** they have, so requested in writing to the **Nursing Administration Office** four **(4)** weeks before vacation.

ARTICLE F - PAID HOLIDAYS

- F.1 The following shall be paid holidays:
- | | |
|------------------------|------------------------|
| New Year's Day (Jan 1) | Labour Day |
| 2nd Monday in February | Civic Holiday |
| Good Friday | Thanksgiving Day |
| Victoria Day | 2nd Monday in November |
| 2nd Monday in June | Christmas Day (Dec 25) |
| Canada Day (July 1) | Boxing Day (Dec 26) |
- F.2 Where possible, paid holidays will be equitably distributed among general staff nurses in each unit.
- F.3 For the purpose of this Article, a nurse will be considered to have worked on a paid holiday if the majority of hours worked on a tour coinciding with a paid holiday falls within the paid holiday.
- F.4 The Employer will, if possible, schedule a holiday designated for a Friday or a Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday and Sunday. Conversely, the Hospital will, if 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 and Sunday. The Hospital will further schedule, if possible, the lieu day in conjunction with a weekend off, with a view to scheduling equitably three day weekend periods off.
- F.5 A nurse shall receive at least five (5) of the holidays as scheduled days off in each calendar year.
- F.6 Where a nurse is entitled to a lieu day, such lieu day will be a lie day off with pay at her regular straight time hourly rate of pay, to be taken on a day arranged between the nurse and the Employer in conjunction with a scheduled weekend off, if possible, such day to be granted with thirty (30) days of the holiday.

ARTICLE G - BULLETIN BOARDS

- G.1 The Employer will provide space or bulletin boards on which the Association may post notices of Association meetings and other Association activities.

The **Employer** shall also permit the Association to post notices of meetings on the bulletin boards in each nursing unit/department.

ARTICLE H - ASSOCIATION LEAVE

- H.1 Leave of absence without pay for Association business for both bargaining units up to a total of one-hundred (100) days **during** each twelve month term of this agreement, will be **granted** provided four (4) **weeks** advance notice is given the **Employer prior to the expected date of the commencement** of such leave of absence. The **Employer** shall **reply**, in writing, to the **request** for leave of absence within ten (10) calendar **days** following receipt of the request by the Association. **Such** leave of absence shall not be arbitrarily withheld. **It is further agreed that not more than five (5) nurses shall be absent on such leave at the same time. It is agreed that not more than two (2) nurses shall be absent from the same unit.**

ARTICLE I - SENIORITY LIST

- I.1 A **seniority** list shall be posted on or before December 1st and May 1st of each year.

ARTICLE J - MISCELLANEOUS

- J.1 The **Employer** shall provide the **Association** with copies of changes to the standard charting **and the standard ward policy manuals** at the time of distribution within the Hospital. One completed copy of **each** manual will be **provided** to the Association.
- J.2 The Hospital shall continue its **present** policy of paying nurses by bank deposit system. **The Hospital will make its best efforts to ensure that this deposit shall be available not later than Friday of every second week by 7:00 a.m**
- Pay stubs should be available to nurses every second Thursday by noon.
- J.3 The Hospital agrees to maintain its **policy** with regard to **laundering and supplying** of scrub clothing to nurses working in the Operating Room, Recovery Room, 9F, Renal Dialysis Unit, ACU, ICU, 9C and GE Unit. This scrub clothing shall be **laundered** and supplied to the nurses at no cost.
- J.4 If a payroll error occurs, and the amount owed to the nurse is seven and one-half (7.5) hours' pay or more, she shall receive an **advance** approximately **equivalent** to the loss of wages **within** twenty-four (24) hours of notice to

the Hospital, excluding weekends and statutory holidays. Such **advance** will be deducted **from the** following adjusted pay.

If the amount owed is less than **seven** and one-half (7.5) hours' pay, she shall receive all monies owing to her the Wednesday following pay day.

ARTICLE K - AVAILABILITY FOR OVERTIME

K.1 Full-time nurses wishing to make themselves available for overtime work will submit their available time to their immediate Supervisor, or nursing office, a minimum of one (1) week prior to their availability.

In the event that overtime is available, nurses will have priority over agency or registry nurses. This will not affect the scheduling of the part-time nurses.

ARTICLE L - PRE-PAID LEAVE

L.1 The Hospital shall permit ten percent (10%) of the bargaining unit(s) (both full-time and part-time) to be on pre-paid leave each year. It is further understood that no more than five percent (5%) of the nurses in a nursing unit, and no less than one (1) nurse per nursing unit, shall be permitted on leave at one time.

ARTICLE M - MODIFIED WORK

M.1 The Hospital will notify the President of the Local Nurses' 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.

M.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.

M.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.

ARTICLE N - OCCUPATIONAL HEALTH AND SAFETY

N.1 The Hospital will notify the Association, in writing, within twenty-four (24) hours of the Hospital becoming formally aware of any nurse who has been assaulted or

injured in the **line** of work (excluding **weekends** and paid holidays).

DATED at Toronto, Ontario, this 27th day of September, 1992.

FOR THE ASSOCIATION

Alma Kelly
Paul - K. D. M. B.
Shirley Mednick ONA

FOR THE HOSPITAL

S. H. ...
Alma ...
Tish Bely
Kenneth ...

LETTER OF UNDERSTANDING

BETWEEN:

ST MICHAEL'S HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

The Association and the Hospital agree in principle to the concept of self-scheduling. Should the Hospital or the nurse wish to implement self scheduling on a particular unit, they shall do so according to the following criteria, initially on a test basis.

1. Eighty-five percent (85%) of the nursing staff must indicate by secret ballot their willingness to participate in self scheduling prior to the commencement of the test. It is understood that there will be a separate vote conducted for full-time and part-time nurses.
2. The test period shall be for six (6) months, after which the full-time and part-time nurses will again indicate by an eighty-five percent (85%) vote by secret ballot their desire to continue or discontinue self scheduling.
3. Nurses not wishing to participate, may, prior to the commencement of the test, indicate to the Head Nurse their intent not to participate in self scheduling. Those nurses so indicating shall be scheduled by the Head Nurse before nurses participating in self scheduling are scheduled. Participation in the test is voluntary; however, once a decision is made to participate, the nurse remains committed to the test for the duration.
4. Nurses participating in self scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
5. The self scheduling schedules shall be submitted to the Head Nurse for review, and approval to ensure that appropriate nursing coverage is maintained. The Head Nurse's approval of self scheduling shall not be unreasonably withheld.
6. Self scheduling may be cancelled by either the Hospital or the Union upon a minimum of eight (8) weeks written notice to the other party.
7. Self scheduling, including scheduling regulations, shall comply with all the provisions of the full-time and part-time Collective Agreements in all respects.

- 8. In the event that self scheduling is **continued** following the test, the Hospital and the Union shall meet **prior** to the end of the test period in order to discuss **the** terms of the continuation.
- 9. Prior to instituting self scheduling on a **continuing** basis in a unit, the Association will be provided with a copy of the self scheduling 'guidelines.

Dated at Toronto Ontario, this 22nd day of September, 1972

FOR THE HOSPITAL

Clarence Branson
[Signature]
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FOR THE ASSOCIATION

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Jewell Medaick OWA
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