

AGENCY	CNA
REF.	130101
TERM.	920531
NO. OF EMPLOYEES	540
NO. OF UNEMPLOYED	0

**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, 1993 - March 31, 1996**

**STMIC01.F96**

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## APPENDIX 3

## MONTHLY SALARY

## ASSISTANT HEAD NURSE

	<u>April 1, 1993</u>		<u>Jan. 1/94</u>		<u>Jan. 1/95</u>		<u>Jan. 1/96</u>	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
START	2877.36	17.71	2924.48	18.00	2971.59	18.29	3018.71	18.58
1 YR	3037.53	18.69	3084.78	18.98	3132.03	19.27	3179.28	19.56
2 YRS	3175.36	19.54	3222.78	19.83	3270.19	20.12	3317.61	20.42
3 YRS	3363.16	20.70	3410.77	20.99	3458.38	21.28	3505.99	21.58
4 YRS	3542.67	21.80	3590.36	22.09	3638.05	22.39	3685.74	22.68
5 YRS	3733.75	22.98	3781.64	23.27	3829.53	23.57	3877.42	23.86
6 YRS	3957.71	24.36	4005.67	24.65	4053.62	24.95	4101.57	25.24
7 YRS	4181.66	25.73	4229.67	26.03	4277.67	26.32	4325.68	26.62
8 YRS	4400.68	27.08	4448.68	27.38	4496.68	27.67	4544.68	27.97
9 YRS	4621.82	28.44	4669.82	28.74	4717.82	29.03	4765.41	29.33

## REGISTERED NURSE

START	2778.75	17.10	2824.25	17.38	2869.75	17.66	2915.25	17.94
1 YR	2925.00	18.00	2970.50	18.28	3016.00	18.56	3061.50	18.84
2 YRS	3046.88	18.75	3092.38	19.03	3137.88	19.31	3183.38	19.59
3 YRS	3214.25	19.78	3259.75	20.06	3305.25	20.34	3350.75	20.62
4 YRS	3380.00	20.80	3425.50	21.08	3471.00	21.36	3516.50	21.64
5 YRS	3547.38	21.83	3592.88	22.11	3638.38	22.39	3683.88	22.67
6 YRS	3755.38	23.11	3800.88	23.39	3846.38	23.67	3891.88	23.95
7 YRS	3963.38	24.39	4008.88	24.67	4054.38	24.95	4099.88	25.23
8 YRS	4171.38	25.67	4216.88	25.95	4262.38	26.23	4307.88	26.51
9 YRS	4381.00	26.96	4426.50	27.24	4472.00	27.52	4517.50	27.80

## GRADUATE NURSE

START	2655.90	16.34	2699.39	16.61	2742.88	16.88	2786.37	17.15
1 YR	2799.68	17.23	2843.23	17.50	2886.78	17.76	2930.33	18.03
2 YRS	2919.55	17.97	2963.15	18.23	3006.75	18.50	3050.35	18.77
3 YRS	3082.76	18.97	3126.40	19.24	3170.04	19.51	3213.68	19.78
4 YRS	3247.72	19.99	3291.44	20.26	3335.16	20.52	3378.88	20.79
5 YRS	3410.94	20.99	3454.69	21.26	3498.44	21.53	3542.19	21.80
6 YRS	3608.84	22.21	3652.31	22.48	3696.03	22.74	3739.76	23.01
7 YRS	3814.96	23.48	3858.76	23.75	3902.55	24.02	3946.35	24.29
8 YRS	4014.52	24.70	4058.30	24.97	4102.09	25.24	4145.88	25.51
9 YRS	4217.27	25.95	4261.07	26.22	4304.87	26.49	4348.67	26.76

(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 recognized Post Graduate Course	- \$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.

APPENDIX 4 (Cont'd)

## 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 protectins 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.

APPENDIX 5

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 A - 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 B - MANAGEMENT RIGHTS

- B.1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the 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 his 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 (2nd) 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.

This Article does not apply to those areas where regularly scheduled work is concentrated on a Monday through Friday basis.

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

Scheduling regulations may be waived for a three (3) week period starting the weekend before Christmas up to and including the weekend after New Years.

- (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 more than two (2) 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 case nurses 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 intends 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 tour) 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 SECC (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.

This Article does not apply to those areas where regularly scheduled work is concentrated on a Monday through Friday basis.

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

Scheduling regulations may be waived for a three (3) week period starting the weekend before

Christmas up to and including the weekend after New Years.

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. 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, and by each anniversary date it shall not exceed the nurse's yearly entitlement, calculated in accordance with Article E.1 (a).

The Hospital will consider requests to carry over additional vacation entitlement under special circumstances. Such requests shall not be unreasonably denied.

- 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. Such request will not be unreasonably denied.
- (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 seniority of the nurses in the bargaining unit shall govern the assignment of vacations. This provision will become effective October 15, 1994.

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 lieu 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 within 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, where possible, 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.

Additional leave of absence up to twenty-five (25) days will not be unreasonably withheld.



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, ICU, Emergency, 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 that is due to an error on the part of the Employer, and the amount owed to the nurse is seven point five (7.5) hours' pay or more, she shall receive an advance approximately equivalent to the loss of wages on the Wednesday following pay day. Such advance will be deducted from the following adjusted pay.

If the payroll error occurs as a result of an action taken by the nurse and not reported to the Unit Manager in a timely fashion, any required pay adjustment will be made on the following pay.

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, a minimum of one (1) week prior to their availability.

In the event that overtime is available, full-time 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 Nurses' Association representative of the Occupational Health and Safety Committee monthly, 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 one week of the Hospital becoming formally aware of any nurse who has been assaulted in the line of work.
- The Hospital will consider requests for reimbursement for damages incurred to the nurses' personal property, such as eye glasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her work.

ARTICLE O - SELF SCHEDULING

- O.1 The Association and the Hospital agree in principle to the concept of self-scheduling. Should the Hospital or the nurses 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.

**ARTICLE P - JOB SHARING****P.1 Introduction and Discontinuance**

The introduction of a job sharing arrangement in a nursing unit will be subject to mutual agreement between the Association and the Hospital. However, the Hospital shall have the right to determine the number of job sharing arrangements on any one unit at any one time.

If the Hospital agrees to a job sharing arrangement, the following terms and conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis. Staff members seeking a job sharing position must submit a written application to the relevant Unit Manager. The Hospital shall reserve the right to determine the appropriateness of such arrangement.
2. 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.
3. 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 basis of the criteria set out in the Collective Agreement.
4. Should one job sharing partner transfer or terminate, the remaining partner will continue her own schedule for a maximum of six weeks from the effective date of the transfer or termination. The vacancy created will be posted. If no replacement partner is recruited, the position must revert to a full-time position. The remaining partner will have the option of continuing in the full-time position. If she does not wish to continue full-time, she will revert to part-time status.
5. Total hours worked by the two 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 nurses,
6. The above schedules shall conform to the scheduling provisions of the Full-time Collective Agreement. Posted schedules shall be based on the schedule that would apply to a full-time nurse holding that position.

7. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
8. 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.
9. As a general rule, the job sharers must be prepared to cover each other's incidental illnesses and vacations. However, where one job sharer cannot cover the other, due to circumstances beyond her control, she shall notify the Unit Manager or her designate and the Hospital shall assume responsibility for filling the shift.
10. Where a job sharer is going to be absent and the partner is unable to fill these tours, other part-time nurses shall be offered these tours.
11. All other provisions covering job sharing are contained in the Part-time 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.

DATED at Toronto, Ontario, this 17 day of Feb, 1995.

FOR THE ASSOCIATION

Severly Medwice ONA  
Jane [Signature]  
Kerry Ferris  
Richard [Signature]

FOR THE HOSPITAL

S. Handberg  
Claudette Brunette  
Mark A. Vinn  
[Signature]