

SOURCE	Union		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	1		
NOMBRE D'EMPLOYÉS	1		

COLLECTIVE AGREEMENT

Between :

THE SISTERS OF ST. JOSEPH
OF THE DIOCESE OF LONDON
IN ONTARIO
AT ITS HOSPITAL IN THE
CITY OF SARNIA, ONTARIO

And :

ONTARIO NURSES' ASSOCIATION

FULL-TIME

Expiry: March 31, 1991

SEP 20 1990

0900501

APPENDIX 3

SALARY SCHEDULE

UNIT I

Effective April 1, 1988

Classification

Registered Nurse

Level

Monthly

Hourly

Start	2575.55	15.85
2 - After 1 year	2673.38	16.45
3 - After 2 years	2715.06	16.71
4 - After 3 years	2763.67	17.01
5 - After 4 years	2825.96	17.39
6 - After 5 years	2881.64	17.73
7 - After 6 years	2944.28	18.12
8 - After 7 years	3013.88	18.55

Charge Nurse/Palliative Care

Level

Monthly

Hourly

Start	2668.25	16.42
2 - After 1 year	2764.13	17.01
3 - After 2 years	2806.38	17.27
4 - After 3 years	2855.13	17.57
5 - After 4 years	2915.25	17.94
6 - After 5 years	2972.13	18.29
7 - After 6 years	3035.50	18.68
8 - After 7 years	3105.38	19.11

Assistant Head Nurse

Level

Monthly

Hourly

Start	2691.00	16.56
2 - After 1 year	2790.13	17.17
3 - After 2 years	2835.63	17.45
4 - After 3 years	2886.00	17.76
5 - After 4 years	2951.00	18.16
6 - After 5 years	3009.50	18.52
7 - After 6 years	3074.50	18.92
8 - After 7 years	3149.25	19.38

Effective April 1, 1988 continued

**Clinical Instructor/
Staff Development Instructor
Sexual Assault Coordinator**

<u>Level</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2763.98	17.01
2 - After 1 year	2867.81	17.65
3 - After 2 years	2909.48	17.90
4 - After 3 years	2956.70	18.19
5 - After 4 years	3020.86	18.59
6 - After 5 years	3075.15	18.93
7 - After 6 years	3137.78	19.31
8 - After 7 years	3208.79	19.75

Graduate Nurse

<u>Level</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2333.50	14.36
2 - After 1 year	2421.25	14.90
3 - After 2 years	2460.25	15.14
4 - After 3 years	2504.13	15.41
5 - After 4 years	2559.38	15.75
6 - After 5 years	2609.75	16.06
7 - After 6 years	2668.25	16.42
8 - After 7 years	2731.63	16.81

SALARY SCHEDULE

UNIT 1

Effective April 1, 1989

Classification

Registered Nurse

<u>Level</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2627.06	16.17
2 - After 1 year	2766.95	17.03
3 - After 2 years	2810.09	17.29
4 - After 3 years	2860.40	17.60
5 - After 4 years	2931.93	18.04
6 - After 5 years	2989.70	18.40
7 - After 6 years	3054.69	18.80
8 - After 7 years	3126.90	19.24
9 - After 8 years	3173.80	19.53

Charge Nurse/Palliative Care

<u>Level</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2721.88	16.75
2 - After 1 year	2861.63	17.61
3 - After 2 years	2903.88	17.87
4 - After 3 years	2954.25	18.18
5 - After 4 years	3025.75	18.62
6 - After 5 years	3085.88	18.99
7 - After 6 years	3149.25	19.38
8 - After 7 years	3220.75	19.82
9 - After 8 years	3267.88	20.11

Assistant Head Nurse

	<u>Monthly</u>	<u>Hourly</u>
Start	2744.63	16.89
2 - After 1 year	2889.25	17.78
3 - After 2 years	2934.75	18.06
4 - After 3 years	2986.75	18.38
5 - After 4 years	3061.50	18.84
6 - After 5 years	3123.25	19.22
7 - After 6 years	3189.88	19.63
8 - After 7 years	3266.25	20.10
9 - After 8 years	3315.00	20.40

Effective April 1, 1989 continued

Clinical Instructor/
Staff Development Instructor
Sexual Assault Coordinator

<u>Level</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2819.26	17.35
2 - After 1 year	2968.18	18.27
3 - After 2 years	3011.31	18.52
4 - After 3 years	3060.18	18.83
5 - After 4 years	3134.14	19.29
6 - After 5 years	3190.47	19.64
7 - After 6 years	3255.45	20.04
8 - After 7 years	3329.12	20.49
9 - After 8 years	3379.06	20.80

Graduate Nurse

<u>Level</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2380.63	14.65
2 - After 1 year	2507.38	15.43
3 - After 2 years	2544.75	15.66
4 - After 3 years	2590.25	15.94
5 - After 4 years	2655.25	16.34
6 - After 5 years	2708.88	16.67
7 - After 6 years	2767.38	17.03
8 - After 7 years	2832.38	17.43
9 - After 8 years	2874.63	17.69

SALARY SCHEDULE

UNIT 1

Effective April 1, 1990

Classification

Registered Nurse

Level

Monthly

Hourly

Start	2732.14	16.81
2 - After 1 year	2877.63	17.71
3 - After 2 years	2922.49	17.98
4 - After 3 years	2974.82	18.31
5 - After 4 years	3049.21	18.76
6 - After 5 years	3109.29	19.13
7 - After 6 years	3176.88	19.55
8 - After 7 years	3251.98	20.01
9 - After 8 years	3300.75	20.31
10 - After 9 years	3350.26	20.62

Charge Nurse/Palliative Care

Level

Monthly

Hourly

Start	2829.13	17.41
2 - After 1 year	2975.38	18.31
3 - After 2 years	3019.25	18.58
4 - After 3 years	3072.88	18.91
5 - After 4 years	3146.00	19.36
6 - After 5 years	3206.13	19.73
7 - After 6 years	3274.38	20.15
8 - After 7 years	3349.13	20.61
9 - After 8 years	3397.88	20.91
10 - After 9 years	3448.25	21.22

Assistant Head Nurse

Monthly

Hourly

Start	2853.50	17.56
2 - After 1 year	3004.63	18.49
3 - After 2 years	3051.75	18.78
4 - After 3 years	3107.00	19.12
5 - After 4 years	3183.38	19.59
6 - After 5 years	3246.75	19.98
7 - After 6 years	3316.63	20.41
8 - After 7 years	3396.25	20.90
9 - After 8 years	3446.63	21.21
10 - After 9 years	3498.63	21.53

Effective April 1, 1990 continued

Clinical Instructor
Staff Development Instructor
Sexual Assault Coordinator

<u>Level</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2932.03	18.04
2 - After 1 year	3086.91	19.00
3 - After 2 years	3131.76	19.27
4 - After 3 years	3182.59	19.59
5 - After 4 years	3259.51	20.06
6 - After 5 years	3318.09	20.42
7 - After 6 years	3385.67	20.83
8 - After 7 years	3462.28	21.31
9 - After 8 years	3514.22	21.63
10 - After 9 years	3566.93	21.95

Graduate Nurse

<u>Level</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2476.50	15.24
2 - After 1 year	2609.75	16.06
3 - After 2 years	2648.75	16.30
4 - After 3 years	2697.50	16.60
5 - After 4 years	2764.13	17.01
6 - After 5 years	2817.75	17.34
7 - After 6 years	2879.50	17.72
8 - After 7 years	2947.75	18.14
9 - After 8 years	2991.63	18.41
10 - After 9 years	3037.13	18.69

APPENDIX 4
SUPERIOR CONDITIONS

Clause # Central Award (Full-time)	<u>Applicable Clause from existing Collective Agreement</u>
11.01	<p>Leave of Absence - Unpaid "0" days</p> <p><u>Purpose:</u> From time to time an employee may require time off beyond that provided by normal days off or vacation.</p> <p><u>Procedure:</u> In order to allow such time an employee may request, through their supervisor, up to 15 days off ("0" days) in a calendar year without pay. The employee's supervisor will try to honour such requests, while at the same time, recognizing the need to provide adequate staff coverage to meet work requirements. If the request is approved, the employee's time sheet will be marked with an "0" to designate a day off without pay.</p> <p>"0" days taken at the Hospital's request should be so designated on the time sheet and will not count toward the 15 days the employee may request.</p>
14.01	<p>Double time will be paid for a double shift, i.e. fifteen (15) consecutive hours • 7.5 hours straight time, 7.5 hours double time. This overtime must be authorized by the supervisor and reported to the Clinical Coordinator of that area.</p>

APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

INDEX

ARTICLE A - RECOGNITION	Page 1
ARTICLE B - MANAGEMENT RIGHTS	1
ARTICLE C - ASSOCIATION REPRESENTATION	2
ARTICLE D - SENIORITY LIST	3
ARTICLE E - LEAVES OF ABSENCE	4
ARTICLE F - SCHEDULING - NORMAL DAILY TOUR	4
ARTICLE G - SCHEDULING - EXTENDED TOUR	7
ARTICLE H - VACATIONS	9
ARTICLE I - PAID HOLIDAYS	11
ARTICLE J - MISCELLANEOUS	13
ARTICLE K - JOB SHARING	13
LETTER OF UNDERSTANDING - CHRONIC CARE	16
LETTER OF UNDERSTANDING - RETROACTIVITY	17
LETTER OF UNDERSTANDING - CENTRAL AGREEMENT	19
LETTER OF UNDERSTANDING - K. HUNGERFORD	22

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all lay, registered and graduate nurses employed in a nursing capacity by The Sisters of St. Joseph of the Diocese of London, in Ontario, at its hospital in the City of Sarnia, Ontario, save and except Head Nurses, persons above the rank of Head Nurse, I.V. Coordinator, and persons regularly employed for not more than twenty-four (24) hours per week. For purposes of clarity, the present incumbent of the Employee Health Nurse position is excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association acknowledges that it is the exclusive function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting that function to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, retire, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be subject of a grievance and dealt with as hereinafter provided;
- c) determine in the interests of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.

B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

- C-1
- a) Where the term "Local Association President" is used throughout this Agreement, it shall be interpreted as referring to the "President or her designate" provided she is a member of the bargaining unit.
 - b) The Hospital will recognize a total of fourteen (14) nurse representatives, who shall be selected from the full-time and part-time bargaining units who will assist full-time and part-time nurses in the presentation of grievances.
 - c) The Departments from which the nurse representatives shall be selected are as follows:
 - 1) O.R. and Recovery Room - 2
 - 2) Case Room, Post Partum and Nursery - 3
 - 3) 3 South, Palliative Care - 1
 - 4) 3 North - 1
 - 5) 2 South - 1
 - 6) 2 North - 1
 - 7) I.C.U., Staff Development - 1
 - 8) Chronic and Rehabilitation - 2
 - 9) Emergency, Ambulatory Care and Surgical Daycare, I.V. Team - 2
 - d) Where a nurse representative is transferred from a department in respect of which she acts as Nurse Representative on behalf of the nurses in the said department she will continue to act as Nurse Representative in respect of the said department until a new Nurse Representative is appointed and the name and address of the new Nurse Representative advised to the Director of Human Resources, or until ten (10) days from the date of transfer shall have elapsed, whichever event shall first occur.

C-2 Grievance Committee

The Hospital will recognize a Grievance Committee of up to three (3) nurse representatives, one of whom shall be a part-time nurse and another of whom shall be the Local Association President, to attend grievance meetings as provided hereunder. The Association agrees to advise the Director of Human Resources which nurse representatives will be attending at the time of advancing a grievance to Step No. 3 of the Grievance Procedure in order for the Director of Human Resources to arrange leaves of absence for those attending.

C-3 Negotiating Committee

For the purpose of negotiating a renewal to this Agreement and the part-time Agreement, the Hospital will recognize a joint Negotiating Committee of up to four (4) nurses, at least one (1) of whom shall be a part-time nurse and one (1) of whom shall be the Local Association President.

C-4 For the purposes of Article 7, the appropriate Clinical Co-ordinator or Shift Supervisor shall act in the absence of the immediate supervisor.

C-5 Hospital-Association Committee

In accordance with Article 6.02, there shall be a Hospital-Association Committee comprised of four (4) representatives of each of the parties. Each party may have alternates to replace members who are unable to attend from time to time.

C-6 It is agreed that there shall be only one (1) Hospital-Association Committee, one (1) Negotiating Committee and one (1) Grievance Committee to represent both the full-time and part-time nurses.

C-7 Association Interview

A representative of the Association, who is employed by the Hospital, will be allowed a reasonable period of time to interview each new nurse once during the nurse's orientation period. Such representative shall be designated by the Local Association President and advised in writing to the Director of Human Resources. The Hospital shall advise the Local Association President of the names of the new nurses to be interviewed and of the time and place of the interview, the duration of which shall not exceed thirty (30) minutes. The interview shall take place on the Hospital premises in a room designated by the Hospital and the nurse(s) shall report to this room for the interview at the designated time.

ARTICLE D - SENIORITY LIST

D-1 An initial seniority list shall be filed with the Association within thirty (30) days of the signing of a Memorandum of Settlement, and on January 31 and July 31 of each year thereafter.

ARTICLE E - LEAVES OF ABSENCE**E-1** Association Leave

Leave of absence for Association business shall be given without pay up to a total of sixty (60) days in a calendar year, provided at least two weeks' written notice is given to the Director of Human Resources. The granting of such leave shall not be unreasonably withheld. It is agreed that not more than four (4) nurses shall be absent on such leave at the same time and that not more than one (1) nurse shall be absent on such leave at the same time from any one unit, the units being as described in Article C-1 (c).

E-2 Prepaid Leave Plan

1. Subject to paragraph 2, a maximum of five (5) nurses in total from both bargaining units combined shall be absent at any one time under the prepaid leave plan. Two (2) of the five (5) nurses may be from the part-time bargaining unit.
2. No more than one (1) nurse may be absent from any one nursing unit, as described in Article H-3 at any one time under the prepaid leave plan.

ARTICLE F - SCHEDULING - NORMAL DAILY TOUR

The Hospital will use its best endeavours to maintain and achieve the following objectives in the formulation of working schedules. Such objectives shall not be applicable, and premium pay shall not be payable as a result of exchange of tours or days off between nurses or when accommodating a change in schedule at the request of a nurse.

F-1 Nurses will not be scheduled to work more than seven (7) consecutive days.

F-2 Subject to the provisions of Article 13.01, should a nurse be recalled to duty during her mealtime, the Hospital will use its best endeavours to provide the balance of the meal period later in the shift. A nurse who is recalled to duty during her mealtime shall, as soon as reasonably possible following such recall, notify the Head Nurse or, in her absence, the Nursing Supervisor of such recall.

- F-3 Shift schedules shall be posted, except in cases of an emergency, two (2) weeks in advance and shall cover at least a four (4) week period.
- F-4 Nurses who work on units that do not utilize a master schedule may submit requests for specific days off in the request book on each unit, subject to the following conditions:
- a) The Hospital will make every effort to honour such requests, subject to the needs of the Hospital. Failure to grant a request shall not be the subject matter of a grievance provided the Employer has acted in a reasonable and non-arbitrary manner.
 - b) Such requests must be placed by the nurse in the request book at least two (2) weeks before the required posting date of the schedule for the schedule period in which the requested day off occurs.
- F-5 Subject to the prior approval of the Head Nurse, nurses within a nursing unit may mutually agree to exchange regular days off or tours. The agreement shall be on the prescribed Mutual Shift Change form signed by the nurses concerned and submitted to the Head Nurse, or the immediate supervisor of the unit, at least forty-eight (48) hours prior to the exchange.
- F-6 There will not be less than a period of sixteen (16) consecutive hours off between shifts worked by a nurse without the consent of such nurse.
- F-7 There shall not be less than forty-eight (48) hours scheduled off after the completion of a tour of night duty and the commencement of a change in shift, without the consent of the nurse.
- F-8 Where a nurse is scheduled to be off duty for a weekend, she will be scheduled off duty for a period of not less than fifty-six (56) hours between the end of her scheduled Friday shift and the commencement of her next scheduled shift unless the nurse agrees otherwise.
- F-9 By mutual consent of the nurses on each unit, schedules may provide in any two (2) week period, at least two (2) consecutive days off and the remaining two (2) days off may be split.
- F-10 a) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's unless the nurse agrees otherwise. ~~When~~ the

five (5) day period occurs at Christmas, it shall include the period from 0730 hours December 24 to 0730 hours December 27. When the five (5) days period occurs at New Year's, it shall include the period from 0730 hours December 31 to 0730 hours January 2. This provision shall not apply to nursing staff who are normally scheduled to work Monday to Friday.

- b) On or about October 1 in each year, the Hospital shall post a Christmas and New Year's preference sheet and each nurse on the unit shall indicate her preference of holiday time to be scheduled off. The preference sheet shall be removed by October 15 and by November 15 the Hospital shall post the approved Christmas and New Year's schedule taking into account as much as possible the nurse's preference. Where more nurses have indicated the same holiday time off then the Hospital can reasonably grant, preference will be given to the nurse who worked the holiday in the preceding year.

F-11 Nurses who are unable to report for their regularly scheduled shift shall give the Hospital four and one-half (4.5) hours' notice for the evening and night shift and one and one-half (1.5) hours' notice for the day shift.

F-12 In respect of a nurse who normally rotates, the Hospital will schedule the nurse to work days and evenings and days and nights. This shall not preclude a nurse from working either the evening shift or the night shift on a permanent basis conditional upon approval of the A.E.D. Nursing. The Hospital reserves the right to withdraw such approval or to require any nurse normally working a permanent shift to work other shifts for the purpose of refamiliarization or performance review.

F-13 The Hospital shall ensure that each nurse receives two (2) weekends off in four (4).

F-14 A nurse shall receive premium pay for all hours worked on a third and subsequent weekend and subsequent consecutive weekends save and except where:

- a) such weekend or part thereof has been worked by the nurse to satisfy specific days off requested by such nurse; or
- b) such nurse has requested weekend work; or

- c) such weekend or part thereof is worked as the result of an exchange of tours with another nurse.

F-15 During the period December 15 to January 15 the provisions and conditions respecting work schedules herein contained shall be waived in favour of the Employer. However, the Hospital will use **its** best endeavours to adhere to the scheduling provisions during this period.

F-16 The night shift will be considered to be the first shift of the day.

ARTICLE G - SCHEDULING - EXTENDED TOURS

- G-1 a) Extended tours shall be introduced into any unit, on a trial basis for a period of not less than six (6) months (or such longer period of time as the Hospital and the Association may mutually agree upon) when:
 - i) eighty percent (80%) of the nurses (including both full-time and part-time) assigned to the unit **so** indicate by secret ballot, and
 - ii) the Hospital agrees to implement the compressed work week after securing any required governmental approval. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- b) Extended tours shall be continued in any unit beyond the trial period referred to in Article G-1 (a) when:
 - i) eighty percent (80%) of the nurses (including both full-time and part-time) assigned to the unit so indicate by secret ballot, such ballot to be held in the third last week of the trial period referred to in Article G-1 (a), and
 - ii) The Hospital agrees to continue the compressed work week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- c) A compressed work week may be discontinued in any unit when:

- i) eighty percent (80%) of the nurses (both full-time and part-time) assigned to the unit so indicate by secret ballot, or
- ii) the Hospital because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable or arbitrary,

states its intention to discontinue the compressed work week in the schedule.

A secret ballot under Article G-1 (c)(i) shall be held where ten percent (10%) of the nurses (both full-time and part-time) assigned to the unit indicate to the Hospital in writing, either individually or as a group, their desire for such a ballot, but no more frequently than once every six (6) calendar months.

- d) When notice of discontinuance is given by either party in accordance with paragraph (c) above, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given at least sixty (60) days' notice before the schedules are so amended.
- e) For the purposes of this Article G-1, the units are defined as follows: Ambulatory Care and Surgical Daycare; Emergency; I.V. Team; 2 South; 2 North; 3 South; 3 North; 4 South Chronic Care; 4 North Rehabilitation; I.C.U.; 5 North Post Partum; Newborn Nursery; 6th Floor Case Room; O.R.; Recovery Room; Palliative Care.
- f) The process by which any secret ballot under this Article G-1 shall be conducted will be mutually agreed between the Hospital and the Association.

G-2

The Hospital will use its best endeavours to maintain and achieve the following objectives in the formulation of working schedules. Such objectives shall not be applicable, and premium pay shall not be payable, as a

result of exchange of tours or days off between nurses or when accommodating a change in schedule at the request of a nurse.

- a) There will not be less than a period of **11.25** consecutive hours off between shifts worked by a nurse and not less than **seventy-two (72)** hours scheduled **off** when changing from night tours to day tours.
- b) The normal schedule for extended tour nurses shall be 1950 hours in a 1 year period. Extended tour schedules may average **225** hours over a 6 week period.
- c) No split shifts.
- d) No more than three (3) consecutive extended tours shall be scheduled unless by mutual agreement.
- e) A minimum of **forty-eight (48)** hours off shall be scheduled at a time.
- f) Articles **F-2, F-3, F-5, F-8, F-11, F-12, F-13, F-14, F-15** and **F-16** shall also apply to nurses working extended tours.

ARTICLE H - VACATIONS

- H-1 The date for determining a nurse's vacation entitlement will be her anniversary date as may be adjusted under this Agreement.
- H-2 Vacation time will not normally be granted between December **15** and January **15**. Where the operational requirements of the Hospital will allow, vacation may be granted during this period. Where the Hospital has granted a nurse's request for vacation during this period, it is understood that the Hospital may not be able to grant five (5) consecutive days off at Christmas or New Year's to that nurse.
- H-3 Vacation entitlement shall be taken by December 31st of the year in which the entitlement has been earned. Nurses may draw from their vacation entitlement in advance of their anniversary date, but will be paid for only the vacation credit which has been earned. The vacation taken but not earned will be paid to the nurse on the pay next following her anniversary date. By mutual agreement between the Hospital and the nurse, a nurse may carry vacation entitlement into the following

calendar year, to be taken by March 31st. If a nurse fails to schedule vacation prior to December 31st or by written request has not scheduled vacation between January 15th and March 31st the Head Nurse may schedule any vacation entitlement owing.

H-4 It is understood that normally no more than two (2) nurses shall be permitted to be absent from any one (1) unit on vacation at the same time. However, where, in the opinion of the Hospital, circumstances allow, more than two (2) nurses on a unit may be allowed to take vacation at the same time. During the months of June, July and August, the maximum allocation of vacation entitlement per nurse will be two (2) weeks unless all other requests have been met and there is still prime time available.

H-5 By January 15th of each year, the Hospital shall invite the nurses in each unit to indicate their vacation preferences for the period from June 1st to December 15th of that year. These preferences will be indicated on notices posted in each unit by the Hospital. The notice shall be removed by March 1st, and by March 31st the Hospital will post the approved vacation schedules for each unit for the period June 1st to December 15th of that year.

By June 15th of each year, the Hospital shall invite the nurses in each unit to indicate their vacation preferences for the period from January 15th to May 31st of the following year. These preferences will be indicated on notices posted in each unit by the Hospital. The notices shall be removed by August 1st and by August 31st the Hospital will post the approved vacation schedules for each unit for the period January 15th to May 31st of the following year.

H-6 It is understood and agreed that the Hospital will give every consideration to the nurses' preferences as to the timing of their vacation but the final decision as to the scheduling of vacation remains with the Hospital, subject to the Hospital's requirement to maintain a qualified complement of nurses on each unit. Where more nurses have indicated the same period of time than the Hospital can reasonably grant, then seniority will govern with respect to vacation requests submitted within the time limits in Article H-5. Vacations requested outside the time limits in Article H-5 will be granted within the time remaining for vacation on the unit and dealt with in the order that they are received by the Head Nurse and without regard to seniority.

H-7

A nurse transferred from any unit to another unit, subsequent to March 1st or August 1st shall, as soon as possible, notify the Head Nurse of the new unit of her vacation request for the upcoming vacation period which shall be limited to the vacation time still available in the new unit. Where the nurse has made vacation arrangements prior to transfer and such arrangements conflict with a previously granted vacation request of a nurse on the new unit, then the Head Nurse will endeavour to accommodate the previously approved vacation of the transferring nurse.

H-8

Units where vacation sheets are to be posted: Ambulatory Care and Surgical Daycare; Emergency; I.V. Team; 2 South; 2 North; 3 South; 3 North; 4 South Chronic Care; 4 North Rehabilitation; I.C.U.; 5 North Post Partum; Newborn Nursery; 6th Floor Case Room; O.R.; Recovery Room; Palliative Care.

H-9

For clarification purposes vacation entitlement for nurses working extended tours is as follows:

- a) 3 week entitlement = 112.5 hours = 10.0 extended tours
- b) 4 week entitlement = 150.0 hours = 13.3 extended tours
- c) 5 week entitlement = 187.5 hours = 16.6 extended tours
- d) 6 week entitlement = 225.0 hours = 20.0 extended tours

ARTICLE I - PAID HOLIDAYS

I-1

The following are the Paid Holidays for full-time nurses which will be observed for the purposes of this Agreement, namely:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

In addition to the foregoing Paid Holidays, each full-time nurse will be entitled to:

- a) A Float Holiday, to be taken between October 1st and December 31st;

- b) A Float Holiday, to be taken between February 1st and May 31st;
- c) A Float Holiday to be taken between January 1st and December 31st.

The Float Holiday referred to above shall be taken on days mutually agreed to between the nurse and her immediate Supervisor. A day selected by the nurse shall not be unreasonably denied by the immediate Supervisor taking into account the efficient operation of the nursing unit to which the nurse is normally assigned.

I-2 The following are the Paid Holidays for part-time nurses which will be observed for the purposes of this Agreement, namely:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

I-3 The term "Paid Holiday" as used in this Agreement means only each of the above mentioned paid holidays or the single proclaimed substitute therefor.

I-4 Where a nurse is entitled to a lieu day as set out in Article 15.04 and 15.05, such day shall be scheduled within thirty (30) days preceding or thirty (30) days following the date on which the holiday is observed (unless the nurse and the Hospital agreed otherwise) and is to be taken on a day to be arranged between the nurse and the Hospital.

I-5 a) Normal Daily Tour

For nurses working the normal daily tour, a tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour. Likewise, a tour that begins or ends during the twenty-four (24) hour period of the above holidays where the minority of hours worked falls within the holiday shall be deemed to be work performed on a regular tour for the full period of the tour and no premium shall be paid for any hours worked on such tour.

b) Extended Tour

Nurses working extended tours shall be paid premium pay for all hours worked during the twenty-four (24) hour period of the recognized paid holiday.

ARTICLE J - MISCELLANEOUS

J-1 Bulletin Boards

The Hospital will provide two (2) bulletin boards in mutually suitable locations for the purpose of posting notices regarding meetings and other matters pertaining to Association business. All such notices must be signed by a member of the Association Executive. The Hospital reserves the right to remove any notice that contravenes the Mission Statement and Philosophy of the Hospital.

J-2 Beepers

The Hospital shall provide beepers for nurses required to be on call and at no cost to the nurses.

J-3 Uniforms

Where a nurse's uniform is damaged other than through her carelessness in the regular performance of her duties, the Hospital shall repair or replace the uniform at the Hospital's expense. This paragraph does not apply where the uniform can be restored to a condition acceptable to the Hospital by means of cleaning alone. It is the responsibility of each nurse to maintain at her own expense her uniform in a clean and presentable condition.

ARTICLE K - JOB SHARING

The following conditions shall apply to **Job** Sharing arrangements in existence at the date of ratification and to those arrangements entered into after that date pursuant to Article 20.01 of the Central Agreement unless otherwise agreed to by the parties.

- K-1
- a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
 - b) Total hours worked by the **job** sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual

agreement between the two (2) nurses and the Head Nurse of the Unit. Job sharers shall not be requested to work any tours outside of the tours of the full-time position except in cases of emergencies when no other regular part-time or casual nurses are available.

- c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- d) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- e) The job sharers involved **will** have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

K-2

Coverage

It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

K-3

Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is recognized that the remaining member of the position should be prepared to cover the leave of absence as much as possible.

Where the job sharing partner agrees to cover her partner's vacation they shall not form part of any vacation quotas. Where the job sharing partner does not agree to cover her partner's vacation, the nurse on vacation shall form part of the vacation quotas.

K-4

Implementation

- a) 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 Agreements.

- b) Any 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.
- c) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

K-5

Discontinuation

If, after a six (6) month trial period, the Hospital wishes to terminate a Job Sharing arrangement, it may do so upon advance written notification of sixty (60) days to the nurses. If this occurs, the position will revert to a full-time position and both nurses may apply and seniority will decide. The unsuccessful nurse will have the option of remaining as regular part-time.

If after a six (6) month trial period, the nurses who take part in job sharing wish to terminate the arrangement, they may do so upon advance written notification of sixty (60) days to the Hospital. When this occurs, the nurses will have the option of remaining as regular part-time. The full-time position will then be posted as per the full-time Collective Agreement. Any discontinuation of the job sharing arrangement will not be done in an unreasonable or arbitrary manner.

LETTER OF UNDERSTANDING

Between:

THE SISTERS OF ST. JOSEPH
OF THE DIOCESE OF LONDON
IN ONTARIO
AT ITS HOSPITAL IN THE
CITY OF SARNIA, ONTARIO

And :

ONTARIO NURSES' ASSOCIATION

After the new Chronic Care facility has opened, the Hospital and the Association agree to meet to review the designations within the Hospital for:

- 1. Nurse Representatives,
- 2. Areas appropriate for voting for extended tours,
- 3. Areas appropriate for hanging vacation planners,
- 4. Bulletin Boards,

and to fix, if necessary, new designations.

Signed this 3rd day of July, 1990.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Marie J. MacKenzie

Marsha Jones
Employment Relations Officer

Judith A. Watson

Sandra Baird

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

THE SISTERS OF ST. JOSEPH
OF THE DIOCESE OF LONDON
IN ONTARIO
AT ITS HOSPITAL IN THE
CITY OF SARNIA, ONTARIO

And:

ONTARIO NURSES' ASSOCIATION

Retroactivity

Effective as of December 9, 1988, each nurse shall be placed on the salary grid in accordance with her service with the Hospital, such service to be calculated on the same basis as seniority, as previously agreed on March 21st, 1990.

All registered nurses hired after January 1, 1985, shall be entitled to be placed on the salary grid, as of the date of ratification by both Parties, as if Article 19.05(a) had been in effect at the time of hire. The onus shall be on the nurse to request a review of her recent related clinical experience prior to last hire with the Hospital; the nurse shall co-operate with the Hospital by providing verification of previous experience so that their recent related clinical experience may be determined and evaluated by the Hospital.

The Hospital will provide adjustment details resulting from the foregoing to the Association and to each affected nurse within ninety (90) calendar days of the date of ratification. A nurse shall have twenty (20) calendar days following receipt of adjustment details to file any complaint respecting her adjustment; if no complaint is filed within the twenty (20) calendar day period, the nurse's placement on the grid shall be final.

Retroactive payments, if any, shall be made within one (1) calendar month after the nurse's adjustments have become final.

Except where amended by the Terms of Settlement, all monetary items shall be retroactive to December 9, 1988. Any nurse hired since that date shall be entitled to retroactivity as from the date of hire. Any nurse who has left the employ of the Hospital and is entitled to retroactivity will be contacted by the Hospital within thirty (30) days following ratification. The Hospital's letter in this regard will advise the terminated nurse of the entitlement to apply for retroactive salary and the method by which application is to be made.

....2

LETTER OF UNDERSTANDING
Retroactivity
page two

All retroactivity shall be paid in accordance with the above and if so paid shall not bear interest. Retroactivity paid later than stated above shall include interest calculated at the bank rate on fifty percent (50%) of the total of retroactivity accumulated as of the date of payment. Retroactivity shall be paid out by separate cheque.

Signed this 30 day of July, 1990.

FOR THE HOSPITAL

Marie J. McLoehle

Judith G. Watson

[Signature]

FOR THE ASSOCIATION

Marsha Palmer
Employment Relations Officer

Jander Barnes

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

THE SISTERS OF ST. JOSEPH
OF THE DIOCESE OF LONDON IN ONTARIO
AT ITS HOSPITAL IN THE
CITY OF SARNIA, ONTARIO

And:

ONTARIO NURSES' ASSOCIATION

The parties agree that the Central Agreement (expiring March 31, 1991) and in specific those items listed below become effective upon ratification by both parties.

Full-Time

11.07 h) Paid Maternity Leave
11.11 Pre-paid Leave
12.02 Transfer to HOODIP
14.07 Standby of \$2.10/hr.
14.15 Weekend Premium of
45¢per hr.
15.01 12 Paid Holidays

19.04 b) Responsibility Pay
of 75¢per hr.
d) Group, Unit or Team
Leader of 40¢per hr.

Part-Time

11.07 h) Paid Maternity Leave
11.11 Pre-paid Leave

14.07 Standby of \$2.10/hr.
14.14 Weekend Premium of
45¢per hr.
15.01 12 Paid Holidays
16.01 Casual PT Vacation
Pay, Paragraph 3
18.04 b) Responsibility Pay
of 75¢per hr.
d) Group, Unit or Team
Leader of 40¢per hr.

The parties agree that the following Articles of the Central Agreement have no application to this bargaining unit.

Full-Time

11.10 second paragraph
12.03 b), c), d)
19.05 b)

Part-Time

11.10 second paragraph
18.05 b)

.....2

LETTER OF UNDERSTANDING

Page two.

The parties agree that the following Articles of the Central Agreement are amended as follows:

- 16.01 d) Nurses who have completed fifteen (15) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- 16.01 e) Nurses who have completed twenty-five (25) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay (225 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- 17.01 a) The Hospital shall continue to pay one hundred percent (100%) of OHIP through the Employer Health Care Tax.
- 17.01 c) Effective the commencement of the first billing period following the date of ratification by both parties, the Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$300.00 per person) and vision care (maximum \$60.00 every 24 months).

....3

LETTER OF UNDERSTANDING
Page three

- 17.01 d) Effective the commencement of the first billing period following the date of ratification by both parties, the Hospital agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under HOOGLIP or **such** other group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the group life insurance to which the nurse is entitled.

- 17.01 f) Effective the commencement of the first billing period following the date of ratification by both parties, the Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it **may** be updated from time to time) providing the balance of the monthly premiums are paid by the nurses through payroll deductions.

The above forms part of the Collective Agreement and shall continue in full force and effect from year to year as amended by the parties during Central and/or Local negotiations.

DATED AT Sarnia, Ontario this 3rd day of July, 1990.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Maria J. Masher

Masha Pomeroy
Employment Relations Officer

Judith A. Watson

Jordan Baird

[Signature]

Carleen Houselt

[Signature]

Neil Latta - NLP
Brian [unclear]

[Signature]

LETTER OF UNDERSTANDING

Between:

THE SISTERS OF ST. JOSEPH
OF THE DIOCESE OF LONDON IN ONTARIO
AND ITS HOSPITAL IN THE
CITY OF SARNIA, ONTARIO

And:

ONTARIO NURSES' ASSOCIATION

The Parties agree that the following terms shall apply to Kathy
Hungerford ("the nurse"):

When the nurse is assigned to perform clinical instructor
duties, she shall be paid at the clinical instructor rate and
when the nurse is assigned staff nurse duties, she shall be
paid at the staff nurse rate. The nurse shall be scheduled
for entire shifts as either a clinical instructor or as a
staff nurse.

DATED at Sarnia, Ontario this 30th day of July, 1990.

FOR THE HOSPITAL

FOR THE ASSOCIATION

Maria J. McLoche

Marsha Jones
Employment Relations Officer

Judith A. Watson

Sandra Baines

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]