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APPENDICES TO THE

COLLECTIVE AGREEMENT

- BETWEEN -

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

-AND-

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")

COMBINED

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TABLE OF CONTENTS

APPENDIX 5	1
ARTICLE A - RECOGNITION	1
ARTICLE B - MANAGEMENT RIGHTS	1
ARTICLE C - UNION SECURITY	2
ARTICLE D - REPRESENTATION AND COMMITTEES	2
ARTICLE E - SENIORITY LIST	3
ARTICLE F - UNION ABSENCE	4
ARTICLE G - SICK LEAVE	4
ARTICLE H - SCHEDULING OBJECTIVES	4
ARTICLE I - EQUIVALENT TIME OFF	9
ARTICLE J - PAID HOLIDAYS	9
ARTICLE K - VACATIONS	10
ARTICLE L - MISCELLANEOUS	12
ARTICLE M - EXTENDED TOURS	13
ARTICLE N - JOB SHARING	14
ARTICLE O - PREPAID LEAVE PLAN	16
ARTICLE P - MODIFIED WORK	16
LETTER OF UNDERSTANDING	
Re: Scheduling Committee	18
LETTER OF UNDERSTANDING	
Re: Program on Patient Action Incidents	19
LETTER OF UNDERSTANDING	
Re: Parking	20
LETTER OF UNDERSTANDING	
Re: Self-Scheduling - Critical Care Only	21
LETTER OF UNDERSTANDING	
Re: "Frozen" Sick Bank Payout	23
LETTER OF UNDERSTANDING	24
Re: Self-Scheduling	24
LETTER OF UNDERSTANDING	
Re: Program on Defensive Restraint	25

APPENDIX 5

LOCAL PROVISIONS

ARTICLE A - RECOGNITION

A.1 FULL TIME ONLY

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

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

A.2 PART TIME ONLY

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

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

ARTICLE B - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim that a nurse has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure.

- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location of work;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith; and
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

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

ARTICLE C - UNION SECURITY

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

ARTICLE D - REPRESENTATION AND COMMITTEES

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

Fifteen (15) Union Representatives in the following areas to assist nurses in the presentation of any grievance that properly arises under the provisions of this Agreement.

Acute Care Wings

Perioperative Unit	.....1
3E and 3M	.....1
4E and 4M	.....1
4G and CMHC	.....1
(Critical Care Unit) ICU/CCU/ACU	.....1
Labour and Delivery	.....1
5M and Nurseries	.....1
6M and 6G	.....1
CHC and Diagnostic Imaging, Cystoscopy, Minor Surgery and Fracture Room	.....1

OR, PAR	.....1
ER	.....1
FMC and IV Team, Dialysis Unit, Occupational Health	..... 1

Long Term Care Wing

Level 2	.....1
Level 3	.....1
Level 4	.....1

D.2 The Union shall notify the Health Centre in writing of the appointment/election of Union representatives, indicating the area or group represented. If unable to get a Union representative from a specific area and a representative from another area wishes to cover that area, then permission will be granted.

D.3 If a Union Representative is transferred such a nurse will continue to be recognized by the Health Centre as the Representative of the area from which he/she will be transferred, for one (1) month from the date of notice of transfer, except if transferred to any position outside the bargaining unit.

The Union will notify the Health Centre in writing of the appointment/election of the Union representative replacement.

D.4 The Grievance Committee will consist of six (6) nurses, of whom no more than three (3) shall be in attendance at meetings convened in accordance with the Grievance Procedure.

D.5 The Health Centre-Union Committee shall be composed of four (4) nurses.

D.6 The Negotiating Committee shall be composed of five (5) nurses. No more than one (1) nurse per unit who is scheduled to work, shall participate at the same time.

ARTICLE E - SENIORITY LIST

E.1 The seniority list shall be posted by the Health Centre semi-annually, once in January and once in July. The list shall remain posted for a period of six (6) months. The local shall be provided with three (3) copies.

ARTICLE F - UNION ABSENCE

- F.1 Leave of absence for nurses to attend Union business shall be granted pursuant to the following conditions:
- (a) Adequate notice in writing by the Union is given to the Health Centre.
 - (b) No more than a total of seven (7) nurses from both the full-time and part-time bargaining units shall be absent on such leave at the same time.
 - (c) To ensure adequate **coverage** the number of nurses approved for leave of absence for Union business during scheduled working hours may be limited to one (1) Union representative from any ~~one~~ unit any one time.
 - (d) All such leave shall not exceed ninety (90) days collectively in any one calendar year.

ARTICLE G - SICK LEAVE

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

ARTICLE H - SCHEDULING OBJECTIVES

- H.1 The Health Centre **will** maintain and achieve the following objectives in the formation of working schedules:
1. The Health Centre will schedule at least every third (3rd) weekend off. Where possible, additional weekends off will be scheduled. In the event of failure to give every third weekend off, the premium rate shall **be** paid for the third **and** successive weekends until a weekend off work is scheduled. This premium rate shall not apply in the following situations:
 - (a) Other arrangements initiated by the nurse and accepted by the Health Centre have been made.

- (b) Such weekend is worked as a result of an exchange of shifts with another nurse.
 - (c) Such weekend work is requested by the nurse.
2. The time schedule will be posted at least three (3) weeks in advance of its going into effect and will cover at least an eight (8) week period. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting on the appropriate form.
 3. Requests for change in posted time schedule must be submitted in writing on the appropriate form, co-signed by the nurse willing to exchange days off or tour of duty. These requests must be submitted, in advance, to the Unit Administrator or his/her designate for his/her approval. Such exchanges will not result in premium pay if the scheduling objectives are not met.
 4. For nurses rotating, the Health Centre will endeavour to equitably distribute shift assignments within classifications.
 5. Weekend definition - a weekend is defined as seven (7) consecutive shifts off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift. The Health Centre, where possible, will endeavour to schedule eight (8) consecutive shifts off.

Weekend Premium - The premium provided for in Article 14.15 shall be paid for each hour worked between 2330 hours Friday and 2330 hours Sunday.
 6. Those nurses currently working permanent shifts will be permitted to continue to do so, so long as they remain in their current positions (those held as at date of issuance of this award - July 26, 1989). Notwithstanding the above, the Health Centre may rotate these nurses for a maximum period of two months per year for purposes of assessment, evaluation or instruction.
 7. Shift Premium - The evening shift premium provided for in Article 14.10 shall be paid for each hour worked between 1530 and 2330 hours. The night shift premium provided for in Article 14.10 shall be paid for each hour worked between 2330 and 0730 hours.

8. FULL-TIME ONLY

Nurses will be asked to work no more than seven (7) consecutive days except by mutual consent, followed by at least two (2) consecutive days off. It is understood that this is a minimum requirement, and where possible, the Health Centre will attempt to schedule no more than six (6) consecutive days of work.

9. FULL-TIME ONLY

At least two (2) consecutive tours off shall be scheduled between tours of duty and at least forty-eight (48) hours shall be scheduled following night duty. A shorter period of time may be agreed upon by mutual consent.

10. FULL-TIME ONLY

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

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

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

This article does not apply to those areas where regularly scheduled work is concentrated on a Monday through Friday basis, e.g. O.R., C.H.C. For those areas which normally will be closed between Christmas and New Year's such as the Perioperative Unit, the Health Centre will endeavour to allow those nurses to take time off such as LOA days, time owing or vacation days etc. during the period that their Unit is closed. (Time owing may be accumulated to cover the entire time which would otherwise be considered as absent time).

If a dispute arises the parties agree that nurses scheduled to work Christmas one year shall be required to work New Year's the following year on a rotational basis. The schedule for the period up to and including January 15 will be posted no later than November 15.

11. PART-TIME ONLY

Tours of Less than 7.5 Hours

Where a nurse is scheduled to work less than a normal tour (7.5 hours, Article H in its entirety applies except as amended by the following:

- (a) The Health Centre will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) Nurses working tours comprised of less than 7.5 hour tours shall be granted a paid rest period.
- (c) No part-time nurse will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are agreed to by the nurse.

This provision shall not apply to clinics, units or areas where tours of less than 7.5 hours are in effect as of February 1, 1995. If the Health Centre needs to introduce schedules consisting solely of tours of less than 7.5 hours in future, the Health Centre and the Union will meet in an effort to facilitate the needs of the Health Centre and any incumbent nurses who will be affected.

- (d) Nurses working tours comprised of less than 7.5 hours, shall not be scheduled to work more than seven (7) consecutive tours. If a nurse is required to work on an eighth (8th) consecutive and subsequent tour, then she\he will receive premium payment for each tour so worked until a day off is scheduled.

12. PART-TIME ONLY

- (a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.

- (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Health Centre will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
- i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Health Centre;
 - ii) A tour will be deemed to be offered whenever a call is placed;
 - iii) It is understood that the Health Centre will not be required to offer tours which would result in overtime premium pay;
 - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Health Centre are made;
 - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Health Centre practice.

13. PART-TIME ONLY

Nurses who wish to commit to working extra shifts on other Units may do so following discussions with and approval of their Unit Administrator. Such approval will not be unreasonably denied. Nurses must notify other units when extra shifts will result in an overtime premium.

14. PART-TIME ONLY

In areas where nurses have variable start times, at least ten (10) hours off must be scheduled between tours of duty. This shorter period of time must be agreed upon between the nurse and the Unit Administrator.

1.1.2 Stand-by

1. (a) The Health Centre will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- (b) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
2. Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.
3. A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Health Centre.
4. Employees scheduled for standby shall be provided with beepers.

ARTICLE I - EQUIVALENT TIME OFF

I.1 FULL-TIME ONLY

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

ARTICLE J - PAID HOLIDAYS

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

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

J.2 For the purpose of determining entitlement to holiday pay, the nurse shall be paid for the actual hours worked on the holiday at the holiday rate of pay. The hours of work to be paid at the holiday rate of pay shall commence at 11:30 p.m. on the day preceding the holiday and shall continue to 11:30 p.m. on the day of the holiday.

J.3 The Health Centre shall endeavour to arrange equitable distribution of holidays off within each nursing area.

J.4 The Health Centre will, where possible, schedule a holiday designated for a Friday or Monday to be an off day for a nurse scheduled to be *off* on the adjacent Saturday or Sunday. Conversely, the Health Centre will, where possible, schedule a holiday designated for a Friday or a Monday to be a work day for a nurse scheduled to work on the adjacent Saturday or Sunday. The Health Centre, where possible, will schedule the lieu day in conjunction with the weekend off, with a view to scheduling equitably three (3) day weekend periods off.

J.5 FULL-TIME ONLY

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

J.6 FULL-TIME ONLY

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

ARTICLE K - VACATIONS

K.1 For the purpose of calculating vacation and eligibility, the vacation year shall be from July 1st of any year to June 30th of the following year.

K.2 (a) The vacation year shall be split into two periods. The first period shall be from July 1 through to December 31. The second period shall be from January 1 to June 30.

(b) A nurse shall be able to exercise his/her seniority only once during each of the vacation periods during the vacation year (July 1 through June 30).

(c) A nurse who wishes to exercise his/her seniority may so indicate on the vacation planner.

(d) When nurses in a specific nursing unit, floor, or department desire the same or overlapping vacation period, the seniority of the nurses directly affected shall govern the assignment of vacations. Seniority means bargaining unit seniority, not departmental seniority.

- K.3
- (a) Vacation lists for the first period July 1 to December 31, are to be posted by February 1. Nurses will submit their request during the following month. In the event of conflict, seniority shall govern. Vacation schedules shall be confirmed by April 1. Any remaining available time for vacation during the first period shall be submitted on the appropriate form at least three weeks before the time schedule is posted and shall be granted on a first come, first served basis.
 - (b) Vacation lists for the second period, January 1 to June 30 shall be posted by September 1. Nurses will submit their request during the following month. In the event of conflict seniority shall govern. Vacation schedules shall be confirmed by November 1. **Any** remaining available time for vacation during the second period **shall** be submitted on the appropriate form at least three weeks before the time schedule is posted and shall be granted on a first come, first served basis.
 - (c) The previous years vacation time not requested by March 31 of the following year shall be assigned by the Health Centre in consultation with the nurse.
 - (d) During these periods the Health Centre will not normally schedule more than four **(4)** weeks' vacation **per** nurse other than once every three (3) years.

K.4 When the appropriate schedule is not posted prior to the nurse leaving on his/her vacation, the Health Centre shall notify the nurse of the date and time on which to report for duty following his/her vacation.

K.5 Where a nurse commences his/her vacation on a Monday, the Health Centre will grant the weekend immediately preceding the vacation and the weekend at the end of the vacation **as** days off for at least two periods of vacation during the vacation year.

K.6 The Health Centre will not include Unit Managers in the staffing quotas for purposes of deciding vacation.

K.7 FULL-TIME ONLY

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

.8 FULL-TIME ONLY

Employees may accrue vacation days up to but not exceeding one and one-half (1½) times their annual entitlement. When accrued vacation exceeds one and one-half (1½) times the annual entitlement, it will be scheduled by the Health Centre in consultation with the nurse.

K.9 PART-TIME ONLY

Vacation pay shall be paid out as it is earned and will be included in the nurses' bi-weekly earnings.

ARTICLE L - MISCELLANEOUS

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

L.2 The Employer will ensure that adequate locker and change room facilities are provided for nurses. The Health Centre will endeavour to provide locker and change room facilities for nurses in proximity to their units.

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

L.4 Bulletin Boards

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

Keys to the boards will be held by both parties.

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

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

- 6 The Health Centre will have the Local contract printed in 12 point type face and will endeavour to distribute to all those covered by it within six (6) weeks of signing.

ARTICLE M - EXTENDED TOURS

Extended Tours shall be introduced into any unit when,

- M.1**
- (a) eighty (80%) percent of the nurses in the unit **so** indicated by secret ballot, and
 - (b) the Health Centre agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- M.2**
- (a) Subsequent to the initial vote, a trial period of two (2) consecutive scheduling periods of eight (8) weeks each.
 - (b) Subsequent to the trial period, a second vote will be taken.
 - (c) All nurses on the unit must then work the extended tour schedule during the trial period **and** thereafter.
- M.3** A compressed work week may be discontinued in any unit when:
- (a) fifty (50%) percent of the nurses in the unit **so** indicate by secret ballot: or
 - (b) the Health Centre because of
 - i) adverse effects **on** patient care,
 - ii) inability to provide a workable staffing schedule, or
 - iii) where the Health Centre wishes to do **so** for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the compressed work week in the schedule.
- M.4** When notice of discontinuation is given by either party in accordance with paragraph (3) above, then:
- (a) the parties shall ~~meet~~ **meet** within ~~two~~ **two** (2) weeks of the giving of notice to review the request for discontinuation; and

- (b) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are **so** amended.

M.5 The following regulations shall govern the scheduling of work for nurses working a compressed work week:

- (a) Nurses will be asked to work no more than four **(4)** consecutive days except by mutual consent, followed by at least two (2) consecutive days off.
- (b) The Health Centre will schedule every second (2nd) weekend off which shall consist of five **(5)** consecutive extended tours which shall commence no later than nineteen thirty (1930) hours on Friday.
- (c) Full-time nurses will not be scheduled single days off or on **duty** unless by mutual consent.
- (d) A weekend may be defined as a period of time over Saturday and Sunday of at least seven (7) normal tours **(7.5hours)**. The Health Centre, where possible, will endeavour to schedule eight **(8)** consecutive tours off,

ARTICLE N - JOB SHARING

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

- N.1** Job Sharing requests with regard to full-time positions shall be considered on an individual basis. ~~The~~ Health Centre shall reserve the right to determine the appropriateness of such arrangement after discussion with the Union at the Health Centre-Union Committee.
- N.2** Total hours worked by the **job** sharers shall equal one (1) full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two (2) nurses and the Unit Administrator.
- N.3** The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
- N.4** Each **job** sharer may exchange shifts with his/her partner, as well as with other nurses as provided by the Collective Agreement.

- .5 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work unless mutually agreed otherwise.
- N.6 Job sharers are not required to cover for their partner during sick leave or vacation unless mutually agreed otherwise. Job sharers are not responsible for arranging coverage for their position during an absence. If one of the job sharers is ill or requires an absent day, he/she will attempt to contact his/her partner to cover the shift. If the shift cannot be covered then he/she will contact the Health Centre for a replacement.
- N.7. Where a job sharer is going to be absent, other part-time nurses shall be offered the additional tours.
- N.8 A job sharing partner may not be pre-scheduled to work on the same shift as their partner is scheduled.
- N.9 All other provisions covering job sharing are contained in the Central Part-time Agreement.
- N.10 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.
- N.11 **An** incumbent full-time nurse wishing to share his/her position, may do so without having his/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.
- N.12 If one of the job sharers leaves the arrangement, his/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 his/her former classification. If he/she does not continue full-time, the position must be posted according to the Collective Agreement.
- N.13 Either party may discontinue the job sharing arrangement with ninety (90) days' written notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE O - PREPAID LEAVE PLAN

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

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

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

ARTICLE P - MODIFIED WORK

- P.1
1. The Health Centre will notify the President of the Local Nurse's Union of the names of **all nurses** who go off work due to a work related injury or when a nurse goes on L.T.D.
 2. When it has been medically determined that an employee is unable to return to the full duties of his/her position due to a disability, the Health Centre will notify and meet with **a** staff representative ~~of~~ the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
 3. The Health Centre 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.
 4. The Health Centre, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been assaulted while performing his/her work. Such information **shall** be submitted in writing as soon **as possible**.

The Health Centre will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, and personal clothing as a result of being assaulted while performing his/her work.

Dated at Toronto, Ontario, this 11 day of March 1998.

FOR THE HEALTH CENTRE

[Signature]
Margaret Sanders
Tom Hall
Paula Binlan

FOR THE UNION

Beverly Matthews
[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

ST. JOSEPH'S HEALTH CENTRE
(hereinafter referred to as the "Employer")

- and -

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

Re: Scheduling Committee

A Scheduling Committee of two (2) representatives from the Union and two (2) representatives of the Health Centre shall be established.


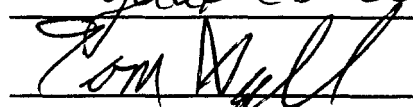
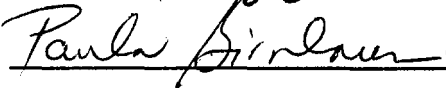
The purpose of this Committee shall be to review and discuss matters pertaining to **scheduling**.




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

Dated at Toronto, Ontario this 11 day of March, 1998.

FOR THE HEALTH CENTRE

FOR THE UNION


Margaret Saccers

Tom Wall

Paula Birlan


Evelyn Mathew

J. Elias

Charles

LETTER OF UNDERSTANDING

between

ST. JOSEPH'S HEALTH CENTRE
(hereinafter referred to as the "Employer")

-and-

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

Re: Program on Patient Action Incidents

The Health Centre will provide a program on Patient Action Incidents to all staff working in areas where there is a risk of aggressive patients or visitors as well as in Emergency and Psychiatry. This program will be paid for by the Health Centre.

Dated at Toronto, Ontario this 11 day of March, 1998.

FOR THE HEALTH CENTRE

Margaret Seccors
Tom Hall
Paul Binlauer

FOR THE UNION

Beryl Mathers
[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

ST. JOSEPH'S HEALTH CENTRE

and

ONTARIO NURSES ASSOCIATION

This letter of understanding is attached to and forms part of the Collective Agreement.

Re: Parking

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

- Fifty Three Dollars and Seventy Four Cents (\$53.74) per month;
- Five Dollars and Twenty Five Cents (\$5.25) per day;
- Three Dollars and Twenty Five Cents (\$3.25) evening, night, or weekend

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

Dated at Toronto, Ontario this 11 day of March, 1998.

FOR THE HEALTH CENTRE

M. Ryan
Margaret Saecis
Tom Hall
Paula Birlean

FOR THE UNION

Basil Mathias
[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

ST. JOSEPH'S HEALTH CENTRE
(hereinafter referred to as the "Employer")

-and-

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

Re: Self-Scheduling- Critical Care Only

1. When there has been a formal written proposal by the Health Centre or the Union for the introduction of self-scheduling, a ballot will be held within four **(4)** weeks. If eighty percent (80%) of the nursing staff indicate by secret ballot their willingness to participate, self scheduling will commence for a trial period at the start of the next complete time sheet.
2. A test shall run for a six **(6)** month period after which the nursing staff will indicate by an eighty percent (80%) vote, **by** secret ballot, their willingness to continue, which shall be subject to the agreement of the Unit Administrator.
3. The Health Centre and the Union shall meet to ensure that the Unit's self-scheduling guidelines comply with the scheduling provisions of the Collective Agreement.
4. The Unit Administrator shall **review** the self scheduling schedules to ensure compliance with the Unit's self scheduling guidelines and to ensure that adequate nursing coverage is maintained.
5. Nurses may elect to work a two ~~day~~/**two** night rotation which complies with Articles H & M, save and except for the following:
 - i) The Health Centre will schedule every second (2nd) weekend off which shall consist of five (5) consecutive extended tours which shall commence no later than nineteen thirty (1930) hours on Friday. All schedules must be done **on** the basis that each full-time employee will be scheduled for 1950 hours per year.

- u. The Unit's self-scheduling arrangement may be cancelled by the Health Centre or the Union subject to sixty (60) days written notice to the other party.

Dated at Toronto, Ontario this 11 day of March, 1998.

FOR THE HEALTH CENTRE

Mark Ryan
Margaret S. Cross
Tom Hall
Paula Sinclair

FOR THE UNION

Burly Mathews
[Signature]
[Signature]
[Signature]

St. Joseph's Health Centre

and

O.N.A. Employees, Local 95

Re: "Frozen" Sick Bank Payout Provisions as of October 23, 1981

1. Sick Bank - Accumulated sick leave credits 'frozen' and banked in hours.
2. Accumulation - Maximum accumulation of one hundred fifteen (115) days.
3. Eligibility for Usage - Full-time nurses only. *
4. Eligibility for Payout - Minimum of five (5) years continuous service.
5. Cash Settlement - Payout based on current salary rates at time of cashout.
6. Terms of Payout
 - a) Termination - 50% of "frozen" sick bank balance
 - b) Death - 50% of "frozen" sick bank balance
 - c) Retirement - 100% of "frozen" sick bank balance
7. Record - The Health Centre will keep a record of all unused "frozen" sick time hours and will advise each nurse yearly of her sick bank status.

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

Dated at Toronto, Ontario, this 11 day of March, 1998.

FOR THE HEALTHCENTRE

M. Ryan
Margaret Sweeney
Tom Hall
Paula Binlan

FOR THE UNION

Basil Mathews
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between

ST. JOSEPH'S HEALTH CENTRE

and

ONTARIO NURSES' ASSOCIATION

Re: Self-Scheduling

1. When there has been a formal written proposal by the Health Centre or the Association for the introduction of self-scheduling, a ballot will be held within four (4) weeks. If eighty percent (80%) of the nursing staff indicate by secret ballot their willingness to participate, self-scheduling will commence for a trial period at the start of the next complete time sheet.
2. A test shall run for a six (6) month period after which the nursing staff will indicate by an eighty percent (80%) vote, by secret ballot, their willingness to continue, which shall be subject to the agreement of the Unit Administrator.
3. The Health Centre and the Union shall meet to ensure that the Unit's self-scheduling guidelines comply with the scheduling provisions of the Collective Agreement.
4. The Unit Administrator shall review the self-scheduling schedules to ensure compliance with the Unit's self-scheduling guidelines and to ensure that adequate nursing coverage is maintained.
5. The Unit's self-scheduling arrangement may be cancelled by the Health Centre or the Union subject to sixty (60) days written notice to the other party.

Dated at Toronto, Ontario, this 11th day of March, 1998.

FOR THE EMPLOYER

[Signature]
Margaret C. Sudders
Tom Hall
Paula Birlan

FOR THE UNION

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

ST. JOSEPH'S HEALTH CENTRE, TORONTO

- and -

ONTARIO NURSES' ASSOCIATION

Re: Patient Action Incidents

The Health Centre recognizes that staff in **some** jobs or locations in the Health Centre may be exposed to aggressive, violent or disruptive behaviour of patients or visitors. Systems to prevent, minimize or limit harm are in place, namely:

- Definition of Violence

Any incident in which an employee is abused, threatened or assaulted during the course of her or his employment.

- Prevention

- Alarms and paging **systems** and Security Department assistance.

- Joint Occupational Health and Safety Committee

- **Investigate**, review and make recommendations for prevention and training.

- Identify high risk areas and situations

- Training

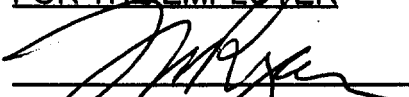
- which identifies **causes** of violence
- which identifies factors which precipitate violence
- in the recognition of **warning** signs
- in the prevention of escalation
- in controlling and defusing aggressive situations

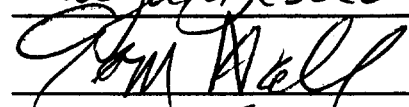
Support and Counselling

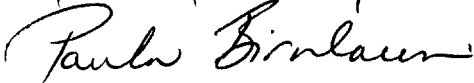
- Employee Assistance Program
- Support and advice on legal matters when considered appropriate by the Health Centre

Dated at Toronto, Ontario, this 11 day of March, 1998

FOR THE EMPLOYER




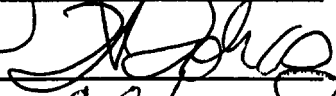
Margaret Sincere


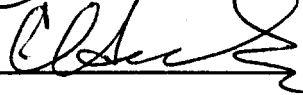
Tom Wolf


Paul Birnbaum

FOR THE UNION



Beverly Mathias


J. P. Piro


Charles