

COLLECTIVE AGREEMENT

Between:

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

And:

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

COMBINED

Expiry: March 31, 2001

APPENDICES TO THE
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SALARY SCHEDULEREGULATED :Effective April 1, 1998

	<u>Hourly</u>	<u>Monthly</u>
Start	18.67	3033.88
1 YEAR	19.60	3185.00
2 YEARS	20.38	3311.75
3 YEARS	21.45	3485.63
4 YEARS	22.51	3657.88
5 YEARS	23.58	3831.75
6 YEARS	24.92	4049.50
7 YEARS	26.24	4264.00
8 YEARS	27.58	4481.75
9 YEARS	28.93	4701.13

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>
Start	19.04	3094.00
1 YEAR	20.00	3250.00
2 YEARS	20.79	3378.38
3 YEARS	21.88	3555.50
4 YEARS	22.96	3731.00
5 YEARS	24.05	3908.13
6 YEARS	25.42	4130.75
7 YEARS	26.77	4350.13
8 YEARS	28.13	4571.13
9 YEARS	29.51	4795.38

Effective date of ratificationFebruary 4, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	20.00	3250.00
1 YEAR	20.79	3378.38
2 YEARS	21.88	3555.50
3 YEARS	22.96	3731.00
4 YEARS	24.05	3908.13
5 YEARS	25.42	4130.75
6 YEARS	26.77	4350.13
7 YEARS	28.13	4571.13
8 YEARS	29.51	4795.38

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	20.50	3331.25
1 YEAR	21.31	3462.88
2 YEARS	22.43	3644.88
3 YEARS	23.54	3825.25
4 YEARS	24.66	4007.25
5 YEARS	26.05	4233.13
6 YEARS	27.44	4459.00
7 YEARS	28.84	4686.50
8 YEARS	30.24	4914.00

TEAM LEADER/NURSE MONITOR/NURSE COUNSELLOREffective April 1, 1998

	<u>Hourly</u>	<u>Monthly</u>
Start	19.10	3103.75
1 YEAR	20.09	3264.63
2 YEARS	20.89	3394.63
3 YEARS	22.01	3576.63
4 YEARS	23.10	3753.75
5 YEARS	24.22	3935.75
6 YEARS	25.62	4163.25
7 YEARS	26.97	4382.63
8 YEARS	28.35	4606.88
9 YEARS	29.74	4832.75

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>
Start	19.48	3165.50
1 YEAR	20.50	3331.25
2 YEARS	21.31	3462.88
3 YEARS	22.45	3648.13
4 YEARS	23.56	3828.50
5 YEARS	24.70	4013.75
6 YEARS	26.13	4246.13
7 YEARS	27.52	4472.00
8 YEARS	28.92	4699.50
9 YEARS	30.34	4928.63

Effective date of ratification
February 4, 2000

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>		<u>Hourly</u>	<u>Monthly</u>
Start	20.50	3331.25	Start	21.01	3414.13
1 YEAR	21.31	3462.88	1 YEAR	21.84	3549.00
2 YEARS	22.45	3648.13	2 YEARS	23.01	3739.13
3 YEARS	23.56	3828.50	3 YEARS	24.15	3924.38
4 YEARS	24.70	4013.75	4 YEARS	25.33	4116.13
5 YEARS	26.13	4246.13	5 YEARS	26.78	4351.75
6 YEARS	27.52	4472.00	6 YEARS	28.21	4584.13
7 YEARS	28.92	4699.50	7 YEARS	29.65	4818.13
8 YEARS	30.34	4928.63	8 YEARS	31.08	5050.50

GRADUATE NURSE

Effective April 1, 1998

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>		<u>Hourly</u>	<u>Monthly</u>
Start	17.76	2886.00	Start	18.12	2944.50
1 YEAR	18.63	3027.38	1 YEAR	19.01	3089.13
2 YEARS	19.37	3147.63	2 YEARS	19.76	3211.00
3 YEARS	20.37	3310.13	3 YEARS	20.78	3376.75
4 YEARS	21.38	3474.25	4 YEARS	21.80	3542.50
5 YEARS	22.39	3638.38	5 YEARS	22.84	3711.50
6 YEARS	23.64	3841.50	6 YEARS	24.12	3919.50
7 YEARS	24.90	4046.25	7 YEARS	25.40	4127.50
8 YEARS	26.17	4252.63	8 YEARS	26.69	4337.13
9 YEARS	27.45	4460.63	9 YEARS	28.00	4550.00

Effective date of ratification
February 4, 2000

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>		<u>Hourly</u>	<u>Monthly</u>
Start	19.01	3089.13	Start	19.49	3167.13
1 YEAR	19.76	3211.00	1 YEAR	20.26	3292.25
2 YEARS	20.78	3376.75	2 YEARS	21.30	3461.25
3 YEARS	21.80	3542.50	3 YEARS	22.36	3633.50
4 YEARS	22.84	3711.50	4 YEARS	23.42	3805.75
5 YEARS	24.12	3919.50	5 YEARS	24.72	4017.00
6 YEARS	25.40	4127.50	6 YEARS	26.03	4229.88
7 YEARS	26.69	4337.13	7 YEARS	27.36	4446.00
8 YEARS	28.00	4550.00	8 YEARS	28.69	4662.13

NURSE CLINICIAN/CLINICAL CARE LEADER/CLINICAL REVIEWER/CLINICAL CARE CO-ORDINATOR

Effective April 1, 1998

	<u>Hourly</u>	<u>Monthly</u>
Start	19.72	3204.50
1 YEAR	20.64	3354.00
2 YEARS	21.42	3480.75
3 YEARS	22.48	3653.00
4 YEARS	23.55	3826.88
5 YEARS	24.62	4000.75
6 YEARS	25.97	4220.13
7 YEARS	27.29	4434.63
8 YEARS	28.63	4652.38
9 YEARS	29.97	4870.13

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>
Start	20.11	3267.88
1 YEAR	21.06	3422.25
2 YEARS	21.85	3550.63
3 YEARS	22.93	3726.13
4 YEARS	24.02	3903.25
5 YEARS	25.11	4080.38
6 YEARS	26.49	4304.63
7 YEARS	27.84	4524.00
8 YEARS	29.20	4745.00
9 YEARS	30.57	4967.63

Effective date of ratification
February 4, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	21.06	3422.25
1 YEAR	21.85	3550.63
2 YEARS	22.93	3726.13
3 YEARS	24.02	3903.25
4 YEARS	25.11	4080.38
5 YEARS	26.49	4304.63
6 YEARS	27.84	4524.00
7 YEARS	29.20	4745.00
8 YEARS	30.57	4967.63

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	21.59	3508.38
1 YEAR	22.40	3640.00
2 YEARS	23.51	3820.38
3 YEARS	24.62	4000.75
4 YEARS	25.75	4184.38
5 YEARS	27.14	4410.25
6 YEARS	28.54	4637.75
7 YEARS	29.94	4865.25
8 YEARS	31.33	5091.13

APPENDIX 4
SUPERIOR CONDITIONS

1. **(5.05)** The list that the Health Centre submits along with the dues shall also include any changes of address.

2. Education Allowance (19.10).

(a) In addition to the ~~salaries~~ prescribed above, the Health Centre will pay the monthly educational allowances set forth hereunder to all nurses who are covered by this provision and **who** have **completed** their probationary period subject to the following conditions:

- i) The degree or certificate held must be a requirement of the job currently being performed.
- ii) Proof of the degree or certificate from a school of recognized standing must be submitted by the nurse to the Health Centre.
- iii) In accordance with the above, a nurse possessing more than one degree or certificate shall be entitled only to the higher allowance provided hereunder.
- iv) Payment of the allowance shall commence at the start of the first full pay period following filing with the Health Centre of the required proof of standing.

(b) Monthly educational allowances are as follows:

C H A Nursing Unit Administration Course or recognized
Post-Graduate Course in Nursing Specialities - \$15.00 per month

One Year University Diploma in Nursing Specialities - \$40.00 per month

Bachelors degree in Nursing - \$80.00 per month

Master's degree in Nursing - \$120.00 per month

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

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

(c) A regular part-time nurse shall be paid the applicable monthly educational allowances pro-rated at sixty percent (60%) of the Full-time educational allowance

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 Patient Care Managers and persons above the rank of Patient Care Manager 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 Patient Care Managers and persons above the rank of Patient Care Manager 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:

A total of fifteen (15) Union Representatives, to assist nurses in the presentation of any grievance that properly arises under the provisions of this Agreement. The Union will endeavour to have the three (3) floating representatives from different areas of the Health Centre.

Acute Care Wings

Admission Centre SDC, SSU	1
3E and 3M	1
4E, 4M & CCU	1
4G, CMHC, Crisis Team	1
ICU	1
Family Birthing Centre (FBC) & NICU	2
6M, 6G & Chemo	1
CHC, DI, Cystoscopy, Minor Surgery, Fracture Room, GI and ECHS	1
OR & PACU	1
Emergency	1
FMC, IV Team, Dialysis Unit, Occupational Health & WHC	1
Floating	3

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 she or he **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.

D.7 The Professional Development Committee established under Article 9 of the Central Agreement shall include three (3) nurses and one alternate nurse **who** may attend meetings of the Committee in the absence of one of the regular nurse members.

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 ten (10) 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 one hundred (100) days collectively in any one calendar year

ARTICLE G - SICK LEAVE

- G.1** A nurse shall notify her or his Patient Care Manager or designate, or the nurse in charge on evening and night tours, of her or his impending absence or her or his 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 does not operate on a 24-hour-a-day basis, the nurse shall leave a message on the unit's answering machine.

ARTICLE H - SCHEDULING OBJECTIVES

- H.1** The Health Centre will maintain and achieve the following objectives in the formation of working schedules:
- (a) 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:
 - i) Other arrangements initiated by the nurse and accepted by the Health Centre have been made.
 - ii) Such weekend is worked as a result of an exchange of shifts with another nurse
 - iii) Such weekend work is requested by the nurse.
 - (b) 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
 - (c) 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 Patient Care Manager or her or his designate for her or his approval. Such exchanges will not result in premium pay if the scheduling objectives are not met
 - (d) A nurse who enrolls in an accredited nursing education program or course may request that her or his hours of work be adjusted to allow her or him to attend the program or course
 - i) The nurse may submit to her or his Patient Care Manager, no later than two (2) weeks in advance of the time schedule being posted, a written request to have her or his scheduled time off coincide with the time of the course or program. Such a request shall not be unreasonably denied

- ii) If unable to submit a request in accordance with i) above, the nurse may endeavour to arrange an exchange of shifts in accordance with H.1 (c) or may ask to use banked lieu time. Such a request shall not be unreasonably denied.
- (e) For nurses rotating, the Health Centre will endeavour to equitably distribute shift assignments within Classifications.
- (9) 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.

- (g) 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
- (h) 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

(i) 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

(j) 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

(k) 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.

(I) 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:

- i) The Health Centre will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- ii) Nurses working tours comprised of less than 7.5 hour tours shall be granted a paid rest period.
- iii) 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.

- iv) 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 or he will receive premium payment for each tour so worked until a day off is scheduled.

(m) **PART-TIME ONLY**

- i) 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.
- ii) 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:
 - A) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Health Centre;
 - B) A tour will be deemed to be offered whenever a call is placed:
 - C) It is understood that the Health Centre will not be required to offer tours which would result in overtime premium pay;
 - D) When a regular part-time nurse accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Health Centre are made;
 - E) 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.

(n) Subject to 10.07, if the Hospital has determined that a reassignment of an employee is necessary in a Unit or area of the Health Centre, the following will apply

- i) Employees on the Unit on that shift will be asked if anyone is interested in volunteering for the reassignment. If only one employee volunteers, she or he will be reassigned. If more than one employee volunteers for reassignment, the senior employee on the Unit on that shift volunteering for reassignment shall be reassigned. Reassignment is subject to iii) below.
- ii) If no employees on the Unit on that shift have volunteered for reassignment, then the most junior employee on that Unit on that shift shall be reassigned subject to iii) below.
- iii) In accordance with Article 10.06 (g) of the collective agreement, it is understood that employees who volunteer or who are designated for

reassignment, will only be reassigned if they are qualified to perform the available work in the Unit or area where the reassignment is to occur. If the employee who volunteers or who is the most junior on the Unit is not **qualified** to perform the available work in the Unit or area where the reassignment is to occur, then the next volunteer (if any) or the next most junior employee will **be designated** for reassignment. The Patient Care Services Manager or designate will make the determination of whether or not the employee is qualified for reassignment.

(o) 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 Patient Care Manager.

H.2

Stand-by

- (a) i) The Health Centre will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- ii) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- (b) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.
- (c) 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.
- (d) Employees scheduled for standby shall be provided with pagers.

ARTICLE I - EQUIVALENT TIME OFF

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

Where a nurse accumulates approved overtime hours in areas which normally will be closed between Christmas and New Years, and are closed by the Health Centre for additional times and she or he chooses equivalent time off, it should be taken during the closures and the time off will be negotiated between the nurse and her or his immediate supervisor.

All accumulated approved overtime hours shall be paid out by the last pay period ending date of March each year. At the written request of a nurse, a maximum of fifteen (15,) hours of accumulated approved overtime may be carried over to the next fiscal year.

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 offday 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 her or his 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 her or his seniority only once during each of the vacation periods during the vacation year (July 1 through June 30).

- (c) A nurse who wishes to exercise her or his 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, shall be posted February 1 and shall be **removed** by the Patient Care Manager or designate on March 1. Nurses will Submit their requests during the month of February. 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 September 1 and shall be removed by the Patient Care Manager or designate on October 1. Nurses will submit their requests during the month of September. 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 year's 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 her or his vacation, the Health Centre shall notify the nurse of the date and time on which to report for duty following her or his vacation

K.5 Where a nurse commences her or his 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 Patient Care 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.

K.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, 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 located 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 OR, FBC (Family Birthing Centre), Cysto, PACU, Dialysis, NICU, Chemo, ICU, CCU, Minor Surgery, and Emergency

L.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 within two (2) weeks of the giving of notice to review the request for discontinuation; and

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

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

(a) Nurses will be asked to work no more than four **(4)** consecutive days except by mutual consent. followed by at least two (2) consecutive days off.

(b) The Health Centre will schedule every second (2nd) weekend off which shall consist of five (5) consecutive extended tours which shall commence no later than nineteen thirty (1930) hours on Friday.

(c) 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 (7.5 hours). The Health Centre, where possible, will endeavour to schedule eight **(8)** consecutive tours off.

RTICL N-JOB IA IG

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 Patient Care Manager.
- N.3 The above schedules shall conform with the full-time scheduling provisions of the Central Agreement
- N.4 Each job sharer may exchange shifts with her or his partner, **as** well as with other nurses as provided by the Collective Agreement.
- N.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 she or he will attempt to contact her or **his** partner to cover the shift. If the shift cannot be covered then she or he 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 covered in the part-time provisions of the Central 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 her or his position, may do so without having her or his 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, her or his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to her or his former classification. If she or he 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. (a) 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
- (b) When it has been medically determined that an employee is unable to return to the full duties of her or his 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.
- (c) The Health Centre agrees to provide the employee with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board
- (d) 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 her

or his 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 her or his work.

ARTICLE Q -TEMPORARY FULL TIME VACANCIES

Q.1 Full-time nurses will be considered for full-time temporary vacancies under Article 10.06 (d) on the same basis as regular part-time nurses.

DATED AT TORONTO, Ontario, this 11th day of October, 2001.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]
Labour Relations Officer

M. Brown

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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 11th day of October 2001.

FOR THE EMPLOYER

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FOR THE UNION

[Signature]
Labour Relations Officer

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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: Prevention & Management of Aggressive Behaviour

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 11th day of October 2001.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

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Labour Relations Officer

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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")

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:

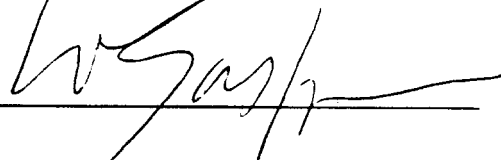
- Fifty Three Dollars and Seventy Four Cents (\$53.74) per month;
- Five Dollars and Twenty Five Cents (\$5.25) per day,
- Three Dollars and Twenty Five Cents (53.25) evening, night, or weekend

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 11th day of October, 2001.


FOR THE EMPLOYER

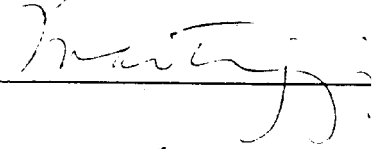
FOR THE UNION

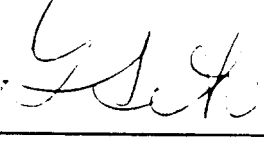


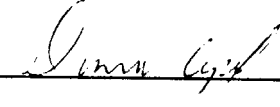


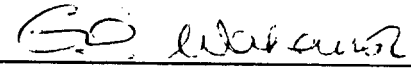
Labour relations Officer

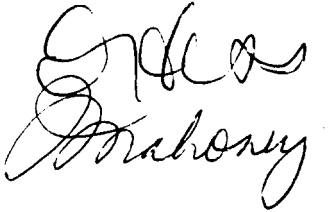












LETTER OF UNDERSTANDING

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

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 Patient Care Manager.
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 Patient Care Manager 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
 - (a) 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

6. 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 October 2001.

FOR THE EMPLOYER

W. Gasfr

M. Brown

G. S. C. H.

E. W. W. W.

O. H. S.

D. R. H. S.

FOR THE UNION

[Signature]

Labour Relations Officer

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[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: "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

- 8. At the request of the Union on behalf of a nurse, the Employer shall pay out fifty percent (50%) of the nurse's existing sick bank balance at any time before termination of employment. death or retirement at the nurse's current salary rate at time of cashout.

DATED AT TORONTO, Ontario, this 11th day of October 2001.

FOR THE EMPLOYER

W. J. Ash

M. Man

G. L. H. to

E. J. W. K. A. M. R. S.

Sp. Res.
Dr. H. S. R. A. H. S. R. A. H. S.

FOR THE UNION

L. H. J.
Labour Relations Officer

Granting

Anna C. J. S.

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

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 Patient Care Manager.
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 Patient Care Manager 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 October 2001

FOR THE EMPLOYER

FOR THE UNION

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Labour Relations Officer

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LETTER OF UNDERSTANDING

Between:

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

And:

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

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 11th day of October 2001.

FOR THE EMPLOYER

[Signature]

M. Brown

[Signature]

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[Signature]

FOR THE UNION

[Signature]

Labour Relations Officer

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[Signature]

LETTER OF UNDERSTANDING

Between:

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

And:

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

Re: Permanent Shifts H.1 (g)

The parties agree to meet at the request of either party at a mutually agreeable time during the life of the Collective Agreement to negotiate outstanding issues related to the above noted Article. The parties agree to meet on or before June 1st, 2001.

DATED AT Toronto, Ontario, this 11th day of October 2001.

FOR THE EMPLOYER

FOR THE UNION

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[Signature]
Labour Relations Officer

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LETTER OF UNDERSTANDING

Between:

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

And:

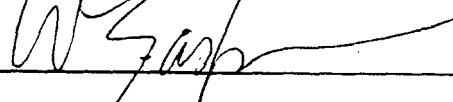
ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Union")

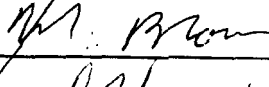
Re: Pension


1. St. Joseph's Health Centre agrees that ONA can appoint a non-voting representative (and alternate) to attend Pension Committee meetings.
2. St. Joseph's Health Centre agrees to provide orientation on pension issues to the ONA representative and alternate.
3. St. Joseph's Health Centre agrees to provide education sessions for ONA members regarding the St. Joseph's Health Centre Pension Plan.
4. St. Joseph's Health Centre will endeavour to join central bargaining negotiations for collective agreement effective April 1st, 2001. If unsuccessful we will adopt the central language
5. The Union agrees not to submit proposals regarding the pension issue for either central or local negotiations for the term of the collective agreement effective April 1st, 2001
6. The Union agrees to withdraw their proposals regarding the pension plan for the collective agreement effective April 1st, 1998 to March 31st, 2001.
7. This agreement is made without prejudice or precedent to any position either party may take of a like or similar nature in the future

DATED AT Toronto Ontario this 11th day of October 2001.

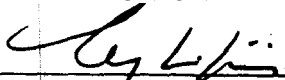
FOR THE EMPLOYER







FOR THE UNION



 Labour Relations Officer
