

Treat as Original

|                    |       |    |    |
|--------------------|-------|----|----|
| SOURCE             | union |    |    |
| EXP.               | 98    | 04 | 01 |
| TERM.              | 2001  | 03 | 31 |
| NO. OF EMPLOYEES   | 220   |    |    |
| NATURE OF BUSINESS | LP    |    |    |

**COLLECTIVE AGREEMENT**

Between:

**ST. JOSEPH'S HEALTH CARE, LONDON**  
Parkwood Hospital  
St. Joseph's Hospital  
Mount Hope

**Full-time and Part-time**

And:

**ONTARIO NURSES' ASSOCIATION**

**Expiry Date: March 31, 2001**

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113165(01)



Where the parties cannot agree on whether a superior condition continues to have application, the issue will be reduced to a grievance and referred to arbitration.

- 21.02 The Association and the Participating Hospitals agree to establish a committee consisting of ~~two~~ (2) representatives of the Association and ~~two~~ (2) representatives of the Participating Hospitals to review the superior conditions appendices in each of the participating hospitals. This committee will report to their **respective** negotiating committees prior to the next round of central negotiations.

## ARTICLE 22 - DURATION

- 22.01 This Agreement shall continue in effect until March 31, 2001 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04 **Notwithstanding** the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the Participating Hospitals and the Ontario Nurses' Association will meet to determine the procedures to be followed.

## ARTICLE 23

- 23.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding
1. Joint Central Committee
  2. Payment for Bargaining Unit President
  3. Professional Responsibility Complaint
  4. Joint Benefits Review Sub-committee
- Appendix 1 - O.N.A. Grievance Form

- Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons**
- Appendix 3 - Salary Schedule**
- Appendix 4 - Superior Conditions - If Any**
- Appendix 5 - Appendix of Local Provisions**
- Appendix 6 - O.N.A. Professional Responsibility Complaint Form**

APPENDIX I - Grievance Form to be inserted here.

APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

1. Lynne Taylor  
Vice President  
Patient Services  
Queensway-Carleton Hospital  
Ottawa
2. Mrs. Patricia Lang  
Vice-president, Academic  
Georgian College  
Barrie
3. Ms. Louise Lemieux-Charles  
Asst. Prof. & Program Director  
HMRU, Dept. of Health Admin.  
Faculty of Medicine  
University of Toronto  
Toronto
4. Ms. Patricia Mandy  
Vice President, Community Health  
Hamilton Health Sciences Centre  
Hamilton
5. Mrs. Maxine Pastirik  
Niagara College of Applied Arts  
& Technology  
Welland
6. Ms. Darlene Steven  
Associate Professor  
School of Nursing  
Lakehead University  
Thunder Bay
7. Pat Hall  
Principal Chair  
Seneca College  
Toronto
8. Ms. Donna Tremblay  
Dean, Health Sciences  
Sault College of Applied Arts & Technology  
Sault Ste. Mane

LETTERS OF UNDERSTANDING

**Short Shifts, Modified Work, Job Sharing and Payment for Bargaining Unit President**

The parties agree that the issues of short shifts (including the issue of premium payments for hours worked after scheduled hours on short shifts), modified work and job sharing are local issues.

Any issues around payment for a Bargaining Unit President or designate including payment to attend joint Employer Union meetings outside of their regularly scheduled hours are local issues.

\*\*\*\*\*

**Joint Central Committee**

The parties agree to form a Joint Central Committee to discuss issues of mutual interest and benefit to the Hospitals and the Association. The Committee will discuss issues including but not restricted to a Clinical Advancement System for nurses and support for new graduates entering the nursing profession.

\*\*\*\*\*

**Letter to Hospitals of Ontario Pension Plan (HOOPP) Regarding Surplus for Retirees' Benefits**

The parties hereby request that the Hospitals of Ontario Pension Plan (HOOPP) explore ways and means whereby the pension plan's surplus may be utilized to fund benefits (EHC, Dental, Life and Semi-Private) for retired nurses.

\*\*\*\*\*

**Re: Joint Benefits Review Sub-Committee**

The parties agree to refer the following matters to the Benefits Review Sub-Committee referenced in Article 17.09:

- i) the maximum age dependents eligible for benefit coverage;
- ii) the terms and application of the Hospitals of Ontario Disability Income Plan brochure(s) currently in effect;
- iii) Consideration of alternative options *forsick* leave provision.

The Committee will undertake to meet within six (6) months of the date of ratification.

\*\*\*\*\*

**Re: Professional Responsibility clause**

The parties hereby agree to meet within six (6) months of ratification/award to update the list of professional Responsibility Assessment Committee Chairpersons, to discuss possible revisions to Appendix 6 and to discuss the guidelines for the Chair of the Professional Responsibility Assessment Committee.

DATED AT TORONTO, ONTARIO, THIS ~~31ST~~ DAY OF ~~MARCH~~ 2000.

FOR THE ASSOCIATION

Dan Anderson  
Linda Haslam-Stroud  
Lesley Bell  
Linda Lachance  
Barb Wahl  
Donna Bain  
Sylvia Blanchard  
Jo Anne Shannon  
Valerie MacDonald  
Debbie McCrank  
Carolyn Prepp  
Catherine Iles-Peck  
Marjorie Calvin  
Elizabeth Dewar  
Lawrence Walter  
Judith McIlwaine

FOR THE HOSPITALS

Robert J. Bass  
Maureen Bedek  
Garry Cardiff  
Ruth Dixon  
Marilyn Travaglini  
Sue Graham  
Bernie D. Schmidt  
Joan Edwards  
Sylvia Halliday  
Bronwen Morgan  
Ursula Verstraete  
Richard Kelly  
Judith Skelton-Green  
Randy Belair  
Dan McPherson

DATED at \_\_\_\_\_ ONTARIO, this \_\_\_\_ day of \_\_\_\_ 2000

FOR THE HOSPITAL

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

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Dated at London, Ontario, this 24<sup>th</sup> day of November, 2000.

FOR THE EMPLOYER

Janah King

Debra Wiltshire

Ju Mackean

Karen Gore

Patricia Bryan

Patricia Pocock

Jayne Pope

FOR THE UNION

Mary Deegan  
Labour Relations Officer

Chris Allen local coordinator

Kathleen Hamilton Director reg

Mark van der Camp

Teresa Hawley

Cheryl

## APPENDIX 3

SALARY CI

|                         |         | April 1<br><u>1998</u> | April 1<br><u>1999</u> | Jan 31<br><u>2000</u> | April 1<br><u>2000</u> |
|-------------------------|---------|------------------------|------------------------|-----------------------|------------------------|
| <u>Registered Nurse</u> |         |                        |                        |                       |                        |
| Start                   | Hourly  | 18.67                  | <b>19.04</b>           | <b>20.00</b>          | 20.50                  |
|                         | Monthly | 3033.88                | 3094.00                | 3250.00               | 3331.25                |
| 1 Year                  | Hourly  | 19.60                  | 20.00                  | 20.79                 | 21.31                  |
|                         | Monthly | 3185.00                | 3250.00                | 3378.38               | 3462.88                |
| 2 Years                 | Hourly  | 20.38                  | 20.79                  | 21.88                 | 22.43                  |
|                         | Monthly | 3311.75                | 3378.38                | 3555.50               | 3644.88                |
| 3 Years                 | Hourly  | 21.45                  | 21.88                  | 22.96                 | 23.54                  |
|                         | Monthly | 3485.63                | 3555.50                | 3731.00               | 3825.25                |
| 4 Years                 | Hourly  | 22.51                  | 22.96                  | 24.05                 | 24.66                  |
|                         | Monthly | 3657.88                | 3731.00                | 3908.13               | 4007.25                |
| 5 Years                 | Hourly  | 23.58                  | 24.05                  | 25.42                 | 26.05                  |
|                         | Monthly | 3831.75                | 3908.13                | 4130.75               | 4233.13                |
| 6 Years                 | Hourly  | 24.92                  | 25.42                  | 26.77                 | 27.44                  |
|                         | Monthly | 4049.50                | 4130.75                | 4350.13               | 4459.00                |
| 7 Years                 | Hourly  | 26.24                  | 26.77                  | 28.13                 | 28.84                  |
|                         | Monthly | 4264.00                | 4350.13                | 4571.13               | 4686.50                |
| 8 Years                 | Hourly  | 27.58                  | 28.132                 | 29.51                 | 30.24                  |
|                         | Monthly | 4481.75                | 4571.13                | 4795.38               | 4914.00                |
| 9 Years                 | Hourly  | 28.93                  | <b>29.51</b>           |                       |                        |
|                         | Monthly | 4701.13                | 4795.38                |                       |                        |

|  | April 1<br><u>1998</u> | April 1<br><u>1999</u> | Jan 31<br><u>2000</u> | April 1<br><u>2000</u> |
|--|------------------------|------------------------|-----------------------|------------------------|
|--|------------------------|------------------------|-----------------------|------------------------|

Nurse Clinician, Nurse Educator and Care Coordinator

(Effective May 20, 2000, Care Coordinator will be paid at Pod Coordinator rates)

|         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|
| Start   | Hourly  | 19.33   | 19.72   | 20.73   | 21.25   |
|         | Monthly | 3141.64 | 3203.0  | 3368.37 | 3208.19 |
| 1 Year  | Hourly  | 20.31   | 20.73   | 21.54   | 22.08   |
|         | Monthly | 3301.00 | 3368.37 | 3500.12 | 3332.89 |
| 2 Years | Hourly  | 21.11   | 21.54   | 22.64   | 23.21   |
|         | Monthly | 3431.09 | 3500.12 | 3678.92 | 3499.29 |
| 3 Years | Hourly  | 22.19   | 22.64   | 23.76   | 24.36   |
|         | Monthly | 3606.62 | 3678.92 | 3861.17 | 3658.86 |
| 4 Years | Hourly  | 23.30   | 23.76   | 24.84   | 25.47   |
|         | Monthly | 3785.49 | 3861.17 | 4036.59 | 3823.53 |
| 5 Years | Hourly  | 24.36   | 24.84   | 26.25   | 26.90   |
|         | Monthly | 3957.71 | 4036.59 | 4266.02 | 4042.52 |
| 6 Years | Hourly  | 25.74   | 26.25   | 27.64   | 28.34   |
|         | Monthly | 4182.11 | 4266.02 | 4492.14 | 4261.44 |
| 7 Years | Hourly  | 27.10   | 27.64   | 29.05   | 29.78   |
|         | Monthly | 4403.21 | 4492.14 | 4719.89 | 4480.25 |
| 8 Years | Hourly  | 28.48   | 29.05   | 30.46   | 31.21   |
|         | Monthly | 4627.61 | 4719.89 | 4949.25 | 4695.68 |
| 9 Years | Hourly  | 29.86   | 30.46   |         |         |
|         | Monthly | 4851.97 | 4949.25 |         |         |

|  | April 1<br><u>1998</u> | April 1<br><u>1999</u> | Jan 31<br><u>2000</u> | April 1 |
|--|------------------------|------------------------|-----------------------|---------|
|--|------------------------|------------------------|-----------------------|---------|

Pod Coordinator

(Effective May 20, 2000, Care Coordinator will be paid at Pod Coordinator rates)

|         |                   |                  |                  |                  |                  |
|---------|-------------------|------------------|------------------|------------------|------------------|
| Start   | Hourly<br>Monthly | 20.23<br>3287.53 | 20.63<br>3352.68 | 21.59<br>3508.71 | 22.13<br>3596.43 |
| 1 Year  | Hourly<br>Monthly | 21.16<br>3438.54 | 21.58<br>3508.71 | 22.38<br>3637.08 | 22.94<br>3728.05 |
| 2 Years | Hourly<br>Monthly | 21.94<br>3565.35 | 22.38<br>3637.08 | 23.47<br>3814.17 | 24.06<br>3910.05 |
| 3 Years | Hourly<br>Monthly | 23.01<br>3739.35 | 23.47<br>3814.17 | 24.55<br>3989.65 | 25.17<br>4090.43 |
| 4 Years | Hourly<br>Monthly | 24.07<br>3911.46 | 24.55<br>3989.65 | 25.64<br>4166.75 | 26.29<br>4272.44 |
| 5 Years | Hourly<br>Monthly | 25.14<br>4085.32 | 25.64<br>4166.75 | 27.01<br>4389.45 | 27.68<br>4498.24 |
| 6 Years | Hourly<br>Monthly | 26.48<br>4303.11 | 27.01<br>4389.45 | 28.36<br>4608.80 | 29.07<br>4724.15 |
| 7 Years | Hourly<br>Monthly | 27.80<br>4517.55 | 28.36<br>4608.80 | 29.72<br>4829.77 | 30.47<br>4951.68 |
| 8 Years | Hourly<br>Monthly | 29.14<br>4735.34 | 29.72<br>4829.77 | 31.10<br>5054.08 | 31.87<br>5179.11 |
| 9 Years | Hourly<br>Monthly | 30.49<br>4954.75 | 31.10<br>5054.08 |                  |                  |

|                       |                   | April 1<br><u>1998</u> | April 1<br><u>1999</u> | Jan 31<br><u>2000</u> | April 1<br><u>2000</u> |
|-----------------------|-------------------|------------------------|------------------------|-----------------------|------------------------|
| <u>Graduate Nurse</u> |                   |                        |                        |                       |                        |
| Start                 | Hourly<br>Monthly | 18.03<br>2929.43       | 18.38<br>2987.49       | 19.26<br>3129.94      | 19.74<br>3208.19       |
| 1 Year                | Hourly<br>Monthly | 18.88<br>3067.34       | 19.26<br>3129.94       | 20.01<br>3251.56      | 20.51<br>3332.89       |
| 2 Years               | Hourly<br>Monthly | 19.61<br>3187.44       | 20.01<br>3251.56       | 21.01<br>3413.48      | 21.53<br>3499.29       |
| 3 Years               | Hourly<br>Monthly | 20.59<br>3346.40       | 21.01<br>3413.48       | 21.96<br>3568.71      | 22.52<br>3658.86       |
| 4 Years               | Hourly<br>Monthly | 21.53<br>3498.76       | 21.96<br>3568.71       | 22.95<br>3728.95      | 23.53<br>3823.53       |
| 5 Years               | Hourly<br>Monthly | 22.50<br>3656.07       | 22.95<br>3728.95       | 24.28<br>3944.76      | 24.88<br>4042.52       |
| 6 Years               | Hourly<br>Monthly | 23.80<br>3867.16       | 24.28<br>3944.76       | 25.58<br>4157.39      | 26.22<br>4261.44       |
| 7 Years               | Hourly<br>Monthly | 25.08<br>4075.08       | 25.58<br>4157.39       | 26.89<br>4369.95      | 27.57<br>4480.25       |
| 8 Years               | Hourly<br>Monthly | 26.37<br>4284.51       | 26.89<br>4369.95       | 28.20<br>4582.32      | 28.90<br>4695.68       |
| 9 Years               | Hourly<br>Monthly | 27.64<br>4492.26       | 28.20<br>4582.32       |                       |                        |

Effective May 20, 2000

|         |                          |                         |
|---------|--------------------------|-------------------------|
| Start   | Hourly<br><b>Monthly</b> | <b>19.75</b><br>3209.37 |
| 1 Year  | Hourly<br>Monthly        | 20.50<br>3331.25        |
| 2 Years | Hourly<br>Monthly        | 21.53<br>3498.62        |

## APPENDIX 4

SUPERIOR CONDITIONSAWARDED BY THE CENTRAL  
ARBITRATION AWARD DATED OCTOBER 23, 1981(Applicable to **Parkwood** Hospital site only)Clause #  
Central Award  
(Full-time)Applicable Clause **from** existing Collective  
Agreement **1978 - 1980**


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|              |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2.02</b>  | NOTE <b>1.01(b)</b> | "Non-Registered Graduate Nurse" is defined as a nurse who is a graduate of a program recognized by the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario, or is eligible for registration in the Province of Ontario. An employee shall be reimbursed as a registered nurse from the date of issue on her certificate of competence, provided this certificate of competence is presented to the Program Manager of the Hospital. Certificate must be presented while in the employ of Parkwood Hospital, London.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>5</b>     | NOTE <b>4.01</b>    | <p>The Employer will deduct, as a condition of employment, from each employee in the Bargaining Unit, an amount equivalent to such monthly dues as are uniformly levied upon all members in accordance with the Constitution and By-Laws of the Association, which deductions will be made from the first regular deduction date following employment. The amount of such dues shall be as certified to the Employer by the Union from time to time. The amounts so deducted shall be remitted by the Employer to the Union before the fifteenth (15) day of the month following the month in which such deductions were made, unless otherwise required pursuant to the governing law.</p> <p>The Employer shall when remitting such sums provide the Union with the address and Social Insurance Number of new employees on the first deduction along with a list of those employees added to or deleted from the preceding month's list, accompanied by the reason for the change in each case.</p> <p>The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.</p> |
| <b>19.09</b> | NOTE <b>19.01</b>   | For the classification of Charge Nurse, Assistant Head Nurse and Staff Education Instructor, the following education increments shall be paid in addition to the employee's regular rate of pay:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



- (a) **Nursing Unit Administration Course (CHA and CNA)**  
- \$15.00 per month
- (b) **One (1) year University Diploma in Nursing**  
- \$40.00 per month
- (c) **Bachelor of Nursing Science**  
- \$80.00 per month
- (d) **Master of Nursing Science**  
- \$120.00 per month

## APPENDIX 5

### LOCAL PROVISIONS

#### **ARTICLE 1 – RECOGNITION**

##### **A1.01 APPLIES TO FULL-TIME ONLY:**

The Employer recognizes the Union as the exclusive bargaining agent for all lay, Registered and Graduate Nurses employed in a nursing capacity by the Employer at St. Joseph's Health Care, at **Grosvenor**, Mount Hope and Parkwood sites, at London, Ontario, save and except **Directors/Service** Coordinators, persons above the rank of **Director/Service** Coordinator, Nurse in Charge Central Supply, Employee Health Nurse, Infection Control Practitioners, Programme Coordinators, and Clinical Nurse Specialists, Occupational Health Nurses and Nurses regularly employed for not more than **twenty-four (24)** hours per week. This Agreement shall apply to the said Nurses and hereinafter referred to as **Employee(s)** or **Nurse(s)**.

##### **APPLIES TO PART-TIME ONLY:**

The Employer recognizes the Union as the exclusive bargaining agent for all lay, Registered and Graduate Nurses employed in a nursing capacity by the Employer at St. Joseph's Health Care, at **Grosvenor**, Mount Hope and **Parkwood** sites, at London, Ontario, save and except **Directors/Service** Coordinators, persons above the rank of **Director/Service** Coordinator, Nurse in Charge Central Supply, Employee Health Nurse, Infection Control Practitioners, Programme Coordinators, and Clinical Nurse Specialists, Occupational Health Nurses and Nurses covered by the subsisting Collective Bargaining Agreement made between the Employer and the Union respecting full-time Nurses. This agreement shall apply to such Nurses in respect of whom the Employer recognizes the Union as the exclusive Bargaining Agent as aforesaid. The **term Nurse(s)** shall be deemed to apply to the said Nurses within the Bargaining Unit as aforesaid.

**A1.02** Where the **term** "Hospital" is used throughout this entire Collective Agreement, it shall mean St. Joseph's Health Care, and all outlying clinical areas, or any other extension of St. Joseph's Health Care.

#### **ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS**

**A2.01** The Union acknowledges that it is the exclusive function of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and location of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds

and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Employer's Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well-being of the Employer's patients and the public;

- (c) To make, alter and enforce reasonable rules and regulations to be observed by the employees:
- (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to assign nurses to tours and to increase and decrease working forces.
- (e) It is understood that the Employer will exercise their rights in a fair and consistent manner.

**A2.02** The powers and authority given under this Article **A2** will not be exercised in violation or breach of this Agreement or any of the provisions thereof.

### **ARTICLE 3 - UNION REPRESENTATIVES**

#### **A3.01** Employee Representatives

The Employer will recognize one (1) Employee Representative for each patient care area/unit of the Hospital. An employee of the Hospital requesting an Employee Representative be present during discussions will use the Employee Representative assigned to that unit/area, if available.

**A3.02** On an annual basis the Union will supply the Hospital with a list of these representatives and their normal area of representation, within the Hospital.

**A3.03** The Employer shall allow new employees at the time of their orientation, thirty (30) minutes to meet with a Union Representative at a time and place predetermined and specified by the Employer.

**A3.04** The Hospital shall provide the **Local** Coordinator with copies of all **job postings** and successful candidates on a monthly basis.

### **ARTICLE 4 - COMMITTEE REPRESENTATION**

#### **A4.01** Grievance Committee

The Employer will recognize a Grievance Committee of five (5) employees, one (1) of whom shall be the Chair and which will be either full-time or part-time employees of the Hospital. The purpose of the committee is to attend grievance meetings as herein provided for both the full-time and part-time bargaining units.

**A4.02**      Negotiation Committee

The Hospital will recognize a Negotiation Committee of six (6) nurses from the Bargaining Unit. Nurses on the Negotiating Team will be scheduled to work the day tour on days that the Negotiating Teams are meeting and will be paid as though they had worked.

**A4.03**      Hospital-Union Committee

The Hospital will recognize a Committee of five (5) nurses from the Bargaining Unit. Each party may have alternates to replace a member from time to time.

**A4.04**      It is understood the above Committees will be representative of employees at all sites (Parkwood, Grosvenor, Mount Hope, and all other outlying clinical areas).

**A4.05**      Occupational Health and Safety Committee

The Employer will recognize on the Hospital committee, up to four (4) members from the bargaining unit. The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act from the Grosvenor/Mount Hope site and one (1) ONA member as a certified member from the Parkwood site. Currently there are two (2) separate committees and it is understood that two (2) members of the committee will be from the Grosvenor/Mount Hope site and two (2) members from the Parkwood site.

**A4.06**      Professional Development Committee

The Hospital will recognize a committee of five (5) nurses from the Bargaining Unit, one (1) of whom will be the Local Coordinator, two (2) of whom will be from the Nursing Council at the Grosvenor Site and two (2) of whom will be from the Nursing Council at the Parkwood Site. The Hospital shall be entitled to have up to five (5) representatives on this committee in accordance with Article 9.01 of the Central Collective Agreement.

**ART 5 - LEAVES FOR UNION BUSINESS**

**A5.01**      In accordance with Article 11 of the Central Collective Agreement leave of absence for Union business will be as follows:

- (a)      no more than ten (10) nurses ~~off~~ at any one time.
- (b)      no more than one (1) nurse ~~off~~ on any one (1) unit at any one (1) time. Consideration will be given to more than one (1) nurse off on a unit at any given time. Such requests will not be unreasonably denied.
- (c)      no more than one hundred and twenty (120) working days in total for any single calendar year to be taken off by the Bargaining Unit.

A5.02 Requests for leave shall be filed in writing signed by the Union Representative two (2) weeks prior to the period of the leave requested. The Employer will consider applications with less notice in emergency cases.

A5.03 The Employer shall grant the Local Coordinator or her/his designate three (3) 11.25 hour tours or five (5) 7.5 hour tours leave of absence per six (6) week schedule without pay to attend to the Local's business. In an emergency, there will be a minimum of twelve (12) hours' notice for granting of such a leave provided patient care needs can be met.

**ARTICLE 6 - BULLETIN BOARDS**

A6.01 The Employer will provide bulletin board space for the purpose of posting notices regarding meetings and other matters pertaining to the Union and its members. All such notices must be signed by an Officer of the Union prior to being posted.

**ARTICLE 7 - SENIORITY LISTS**

A7.01 The Hospital-wide Ontario Nurses' Association Bargaining Unit Full-time and Part-time seniority list will be compiled effective February 1st and August 1st and will be posted March 1st and September 1st of each year. These lists will be available through the Hospital and Union representatives and in the Human Resources Department.

A7.02 The seniority list will contain the seniority date and the last date of hire into the Hospital for full-time employees and accumulated seniority hours and the last date of hire into the Hospital for part-time employees.

**ARTICLE 8 - PAID HOLIDAYS**

A8.01 The following are the Paid Holidays which will be observed for the purpose of this Agreement, namely:

|                             |                               |
|-----------------------------|-------------------------------|
| New Year's Day - January 1  | 3rd Monday in February        |
| Good Friday                 | Easter Monday                 |
| Victoria Day                | Canada Day - July 1           |
| Civic Holiday               | Labour Day                    |
| Thanksgiving Day            | Remembrance Day - November 11 |
| Christmas Day - December 25 | Boxing Day - December 26      |

**APPLIES TO PART-TIME ONLY:**

When an employee is scheduled to work the weekend preceding a paid Monday holiday, the Hospital will endeavour to schedule her/him to work such holiday, if work is available except where such tour is required to fulfill the commitment of another employee.

A8.02 Nurses shall be paid premium pay in accordance with Articles 14 and 15 of the Central Agreement as may be appropriate for all hours worked between 0001 hours and 2400 hours on the days so listed in Article A8.01.

## A8.03

- (a) A blank Christmas and New Year's Preference Sheet **will** be posted in **each** unit **no** later than September 8th in **each** year and **each** employee in the unit shall indicate whether she/he wants to be scheduled off over the Christmas period or over the New Year's period, by October 8th of each year. In the event an employee's preference cannot be granted, it shall be granted the following year. The **schedule reflecting** the Christmas period and the New Year's period will be **posted** by November 8th of each year.

The Christmas and New Year's schedule will be **posted** as a draft two (2) weeks prior the posting date **for** review by employees. **The** employee will **have** one week to review and notify **their** Director/ **Service** Coordinator of errors or **changes**.

- (b) **The Employer shall** schedule **each** employee **off** duty for five (5) consecutive days **at** either **Christmas** or New Year's. The Christmas period is defined as **December 24th** commencing at **0700** hours until **0700** hours December 27th. The New Year's period is defined as December **31st** commencing at **0700** hours until **0700** hours January 2nd of any **year**. If the normal start time of a tour for a unit is something other than **0700** then the normal start time of the tour would replace **0700** in this article. Time off or time **worked**, if required, for either the Christmas period or New Year's **period** will include this time frame.
- (c) In units where extra **staff** can **be scheduled** off at **Christmas** or New Year's allowing some nurses to have both off then the nurses with the most bargaining unit seniority in **the** Unit will be granted time **off**, subject to remaining staff having the necessary skill and experience to meet the essential needs of patient care **for** that Unit. This provision **shall** not be exercised in an **arbitrary manner**.
- (d) The terms of this Article **A8.03** do not apply to **those** employees working in the OR, PACU and in units where they are not **normally** scheduled to work on Saturdays and Sundays or Paid Holidays.

## A8.04

It is agreed that **the term** "**Paid Holiday**" as used in this Agreement means only each of the above mentioned paid holidays **or** **the** single proclaimed substitute therefor.

## A8.05

**APPLIES TO FULL-TIME ONLY:**

- (a) **Lieu** days off **will** be scheduled forty-five (45) days prior to or following **such paid holidays** or at a time mutually **agreed** upon or **payment** shall be made in accordance with Article 15.03 of the Central Agreement.
- (b) A nurse may accumulate a maximum of **three (3)** lieu days at any given time. These lieu days may be taken at a time mutually agreed upon.

A8.06 Accumulated Time Owing**APPLIES TO FULL-TIME ONLY:**

- (a) Accumulated time owing as referred to in Article 14.09 of the Central Agreement, shall be taken at a mutually agreeable time within the same fiscal year, or payment shall be made at the employee's request in accordance with Article 14.09 of the Central Agreement.

**APPLIES TO PART-TIME ONLY:**

- (b) Part time nurses may accumulate in lieu time owing for hours on which they would be entitled to receive premium payment. It is understood that this accumulated time will be utilized to supplement wages not to replace scheduled tours. Accumulated lieu time shall be taken at a mutually agreeable time within the same fiscal year or payment shall be made at the end of the fiscal year.

A8.07 **APPLIES TO FULL-TIME ONLY:**

The scheduling of all off duty days including annual vacation as provided in this Agreement shall be conditional upon the availability of qualified staff to provide efficient and proper care of patients at all times, as required by the Employer.

**ARTICLE 9 - VACATION ELIGIBILITY**

A9.01 The Hospital will post by March 1 a vacation sheet in each unit to cover the period from May 15th to November 15th in each year and each nurse employed in the unit should indicate prior to March 31st her/his preference for that vacation; in the event of conflict, seniority shall govern. The vacation schedule shall be confirmed by May 1st. Any remaining time for vacation in prime time (May 15 to November 15) shall thereafter be granted on a first come first serve basis.

The Hospital will post by September 1st a vacation sheet in each unit to cover the period from November 15th to May 15th in each year and each nurse employed in the unit should indicate prior to October 1st her/his preference for that vacation; in the event of conflict, seniority shall govern. The vacation schedule shall be confirmed by November 1st. Any remaining time for vacation in prime time (November 15 to May 15) shall thereafter be granted on a first come first serve basis. Where more employees have indicated the same period of time than the Hospital can reasonably grant preference for the choice of vacation period shall be given to employees having the most seniority. Vacation requests for the period mid-December to mid-January will be considered on an individual basis, subject to staffing requirements and providing it does not interfere with time off of other employees over Christmas and New Year's.

A9.02 Vacation sheets shall be posted in all units where nurses are covered by a separate vacation planner.

A9.03 (a) The Employer shall give every consideration to the preference of employees as to which time the employees desire their vacation but of necessity the final decision as to the scheduling of vacations remains with the Employer. Notice shall be posted in all departments giving employees an opportunity to indicate the time desired for their vacation. Where more employees have indicated the same period of time than the Hospital can reasonably grant, preference for the choice of vacation periods shall be given to employees having the longest period of seniority with the Employer; allocation of vacation periods shall be subject to the Employer's requirements in maintaining adequate, capable staff as required by it, to provide patient care in all departments of the Hospital.

(b) **APPLIES TO FULL-TIME ONLY:**

If preferred, a nurse may request scheduling of her vacation in periods of single days to a maximum of five (5) single days off, extended tour or short tour, or as part days, i.e., 3.75 hours to top up an extended four where a stat is taken, with a minimum of two (2) weeks' notice to her/his Director/Service Coordinator or delegate; unless the notice is less by mutual agreement.

A9.04 An employee voluntarily transferring from one unit to another unit shall notify her/his Team Leader Manager/Service Coordinator/Program Director or delegate in the new unit of her/his vacation preference. The Employer shall use its best endeavour to accommodate the employee.

A9.05 A nurse terminating employment with the Employer will be consistent with the provisions of the Employment Standards Act.

A9.06 **APPLIES TO FULL-TIME ONLY:**

All full-time registered nurses at St. Joseph's Health Care will have a vacation year entitlement based on their service anniversary date. Vacation accrued by December 31 in any year is to be taken between January 1 and December 31 of that same year.

**For the rk i Site nly:**

Effective January 1, 2001, the vacation year will change from April to March of each year to January to December of each year. This change will not result in these nurses receiving any greater or lesser entitlement than they would have received had the dates not changed.

A9.07 **APPLIES TO PART-TIME ONLY**

Leave of absence without pay in lieu of vacation shall be granted to each regular part-time nurse on the same basis as the full-time nurse. It is understood that part-time nurses will be granted this time in periods of one (1) week duration.



A9.08 If the schedule is not posted prior to the employee leaving on vacation, the employee will inquire as to the date and time of her return to work. The request would be made to the **Director/Service Coordinator**.

9.09 Vacation requests not submitted on the vacation planner are approved subject to the following:

(a) they shall not conflict with previously approved vacation requests and are granted in the order they are received, and

(b) **(APPLIES TO FULL-TIME ONLY)**

**Saturday/Sunday** only vacation requests will not normally be granted during July and August, however, such requests would be considered on an individual basis. Requests will not be unreasonably denied.

(c) **(APPLIES TO PART-TIME ONLY)**

During July and August, regular part-time employees will not normally be granted vacation on their regularly scheduled weekend to work unless the weekend is part of a specific vacation request.

**ARTICLE 10 - DEFINITIONS OF PART-TIME NURSES**

**APPLIES TO PART-TIME ONLY:**

A10.01 In accordance with Article 2.05 of the Central Collective Agreement, a regular part-time nurse is defined as a nurse who makes a commitment to work the following minimum number of tours:

(a) Four (4) weekends, in any twelve (12) week period but in no case shall the nurse be required to work more than two (2) consecutive weekends or parts thereof; and where an employee is scheduled to be on duty for three (3) consecutive weekends, the employee **will** be paid premium payment in accordance with Article 14.03 of the Central Agreement for the weekend tours worked on the third (3rd) weekend and each successive weekend until she is scheduled for an **off-duty** weekend save and except where:

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

ii) such employee has requested weekend work; or

iii) such weekend is worked as the result of an exchange of tours with another employee.

Note: At the **Parkwood** Site the commitment is six (6) weekends in any twelve (12) week period.

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- (b) A minimum of four (4) scheduled tours, or at least forty-eight (48) scheduled hours biweekly, as required and scheduled by the Employer. For the purposes of this Article, a week is defined as the period 0700 hours Friday until 2300 hours the following Thursday. Part-time nurses who wish to work in excess of a minimum of four (4) scheduled tours or forty-eight (48) hours biweekly shall indicate their desire in writing to their Director so that said nurses may be scheduled in excess when there is work available; however, it is understood and agreed that this clause does not require the Hospital to schedule a regular part-time nurse for any excess tours available; and

Note: At the Parkwood site the commitment will remain four (4) eight (8) hour tours in two (2) weeks.

Note: The change in commitment from two (2) scheduled tours per week to four (4) scheduled tours bi-weekly is on a trial basis and will be re-evaluated during the next round of negotiations.

- (c) Available to work as scheduled on either
  - i) Christmas Period as defined in Article 8.03 (b)
  - or
  - ii) New Year's Period as defined in Article 8.03 (b)
- (d) Available to work as scheduled on four (4) of the remaining Paid Holidays;
- (e) Scheduled for no more than five (5) consecutive eight (8) hour tours unless mutually agreed, four (4) consecutive ten (10) hour tours, or three (3) consecutive twelve (12) hour tours.

**A10.02**

All regular part-time nurses in a unit or program will be scheduled up to their committed hours by seniority. When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses on the basis of seniority on the unit or program in accordance with their availability. Scheduling will be subject to the following:

- (a) Nurses who wish to be considered for **tours** must notify the Unit of their availability in accordance with the unit guidelines. Such notification of availability shall state any restrictions on the type of assignment which a nurse is willing to accept, and shall remain valid for the six (6) week schedule. The nurse will be responsible for updating and ensuring her/his availability is current and accurate.
- (b) A tour will be deemed to be offered whenever a call is placed. However, if a nurse declines an offered tour for which she or he had indicated

availability, the Hospital will not be obliged to call upon the nurse again during the balance of the week.

- (c) It is understood that the Hospital 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/he** must report for that tour unless arrangements satisfactory to the Hospital 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 Hospital practice.

**A10.03** A Casual **Part-Time** Nurse is defined in Article 2.05 of the Central Agreement.

- (a) Casual part-time nurses will declare on a six (6) week basis their availability or **non-availability** for work on specified days for the next six (6) week period.
- (b) The list of casual nurses will be reviewed by the Hospital Union Committee on an annual basis. Any casual nurse who has not worked and/or attended documented inservice at the Hospital in the past twelve (12) months will be required to indicate her availability to work at the Hospital. Any nurse who indicates she is not available for work can be removed from the call in **list**.

## ARTICLE 11 - SCHEDULING SHORT TOURS

**A11.01** Scheduling shall be determined by the Hospital to maintain adequate and capable staff in order to provide proper patient care in all departments.

- A11.02**
- (a) The Hospital will endeavour to permit nurses presently regularly working the same tour on a permanent basis to continue to do so. The Hospital reserves the right to require any employee, **normally** working a permanent tour, to work other tours for the purposes of reorientation or **otherwise**; the Hospital will give consideration to all applications from employees requesting that they be assigned on a regular basis to any tour. **Such** application should be in writing and submitted to the **Director/Service** Coordinator or delegate. Where the application of an employee has been accepted to work continuously on one tour, the arrangements may be terminated at any time by the Employer and the nurse required to work other tours for purposes of reorientation or otherwise.
  - (b) **It** is understood that at the **Parkwood** site scheduling practices will be maintained with employees working two (2) tours, e.g. **Days/Evenings**, **Days/Nights** or working three (3) tours, if mutually agreeable.

Grosvenor/Mount Hope Site: In respect of employees who normally rotate on all three (3) tours, the Employer may require employees to rotate on all tours on an equitable basis.

- A11.03** Where an employee is scheduled to be off duty on a holiday weekend the Employer will normally schedule her/him off duty on the holiday. e.g. Monday or Friday. Likewise if a nurse is scheduled to work on a holiday weekend she/he shall normally be scheduled to work on the holiday. This Article shall not apply to Christmas Day, Boxing Day or New Year's Day.
- A11.04** The parties understand and agree that where the Employer in any Article contained in this Agreement, undertakes or agrees to endeavour to schedule or to endeavour to observe conditions or provisions respecting scheduling, as herein contained, the Employer shall be obliged to meet such endeavour only if it may do so using available existing staff (without relief staff), without additional expense and without breaching other Agreements or undertakings respecting scheduling and without adversely affecting the Employer's staffing requirements to maintain proper patient care.
- A11.05** Grosvenor/Mount Hope Site: Schedules of ~~six~~ (6) weeks will be posted ~~two~~ (2) weeks prior to the commencement of the period covered by the schedule.
- Parkwood Site: Schedules will be posted four (4) weeks in advance and shall cover a four (4) week period.
- A11.06** An employee wishing to change her/his scheduled tour shall submit the request in writing to her/his Director/Service Coordinator and delegate co-signed by the employee who agrees to work the tour at least ~~forty-eight~~ (48) hours prior to the commencement of the tour. Consideration will be given with less on an emergency basis. Such request shall not be unreasonably denied. It is understood that such change in posted time scheduled initiated by the nurse and approved by the Employer shall not result in overtime payment for either of the nurses involved.
- A11.07** During the period of December 15th until January 15th the Employer will endeavour to observe the provisions and conditions respecting work scheduled.
- A11.08** In the event of proposal changes to the current master schedule in each unit, the Employer will notify the Local Coordinator in advance and agrees to meet with the Union to discuss the matters if the Union requests.
- A11.09** In accordance with Article **14.10** of the Central Agreement, the evening tour shall be defined as either **1500** hours to **2300** hours or **1530** hours to **2330** hours and the night tour shall be defined as either **2300** hours to **0700** hours or **2330** hours to **0730** hours, or such other hours, depending on the normal starting time of the day tour in the unit.
- A11.10** Rest periods shall be taken at a time or times as scheduled or specified by the Employer.

A11.11 It is understood that a weekend off consists of **fifty-six (56)** consecutive hours off work during the period **1500** hours Friday until **0700** hours of the following Monday. On weekends where nurses are required to work, they shall be available to work tours as required between **2300** hours Friday to **0700** hours Monday.

A11.12 **APPLIES TO FULL-TIME ONLY:**

**Forty-eight (48)** hours off duty will be scheduled following a change in scheduled hours from nights. If less than **forty-eight (48)** hours off duty are scheduled following a change in scheduled hours from nights, premium pay will be paid.

**APPLIES TO PART-TIME ONLY:**

A minimum of **forty-eight (48)** hours off duty shall be scheduled between a change of tours following night tour except where mutually agreed.

A11.13 **APPLIES TO FULL-TIME ONLY:**

A period of approximately fifteen (15) consecutive hours off duty will be scheduled between changes of tour. If less than fifteen (15) consecutive hours off duty are scheduled between changes of tour, premium pay will be paid.

A11.14 **APPLIES TO FULL-TIME ONLY:**

The Hospital will endeavour to schedule so that at least fifty percent (50%) of the tours shall be the day tour averaged over a twelve (12) week period. It is understood and agreed that this clause shall not apply to any nurse who, at her request and with the consent of the Hospital, works a tour on a permanent basis,

A11.15 **APPLIES TO FULL-TIME ONLY:**

The Employer agrees:

(a) Employees shall not be scheduled to work more than seven (7) consecutive working days. Premium pay will be paid for each day worked in excess of seven (7) consecutive working days.

(b) i) **Grosvenor Site:** The Employer will endeavour to ensure that employees are scheduled to be off duty at least four (4) weekends in the twelve (12) week period.

**Parkwood Site:** The Employer will endeavour to ensure that employees are scheduled to be off duty at least six (6) weekends in the twelve (12) week period.

ii) Where an employee is scheduled to be on duty for three (3) or more consecutive weekends, the employee will be paid premium payment in accordance with **Article 14.03** for the weekend tours worked on the third and any successive weekends until she/he is scheduled off duty for a weekend save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of tours with another employee.
- (c) Employees will be scheduled two (2) consecutive days off at a time unless mutually agreed.

**A11.16 APPLIES TO PART-TIME ONLY:**

Part-time employees covered by this Agreement will not be scheduled or required to work more than five (5) tours in any work week except with the consent of the employee.

**Note:** Should the Mount Hope Centre revert to an eight (8) hour schedule, the provisions for short tour scheduling at the Parkwood Site shall apply.

**ARTICLE 12 -SCHEDULING EXTENDED TOURS – 12 HOUR TOURS**

- A12.01**
- (a) A longer daily tour (extended tour-12 hours) shall be introduced into any unit when:
    - i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
    - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.
  - (b) A longer daily tour (extended tour-12 hours) may be discontinued in any unit when:
    - i) fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; or
    - ii) the Hospital because of
      - A) adverse effects on patient care,
      - B) inability to provide a workable staffing schedule, states its intention to discontinue the longer **daily** tour (extended tour) in the schedule.
  - (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:

- i) the parties shall meet within two **(2)** weeks of the giving of notice to review the request for discontinuation; and
- ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given ~~sixty~~ **(60)** days' notice before the schedules are so amended.

**A12.02** Scheduling shall be determined by the Hospital to maintain adequate and capable staff in order to provide proper patient care in all departments.

**A12.03** Rest periods shall be taken at a time or times as scheduled or specified by the Employer.

**A12.04** An employee wishing to change her/his scheduled tour shall submit the request in writing to her/his Director/Service Coordinator or delegate co-signed by the employee who agrees to work the tour at least **forty-eight (48)** hours prior to the commencement of the tour. Consideration will be given with less on an emergency basis. Such request shall not be unreasonably denied. It is understood that such change in posted time scheduled initiated by the nurse and approved by the Employer shall not result in overtime payment for either of the nurses involved.

**A12.05** During the period of December 15th until January 15th the Employer will endeavour to observe the provisions and conditions respecting work scheduled.

**A12.06** The Employer agrees

(a) APPLIES TO FULL-TIME AND PART-TIME

The employee will not be scheduled to work more than three (3) consecutive tours. Premium pay will be paid for each day worked in excess of three (3) consecutive tours.

(b) APPLIES TO FULL-TIME ONLY:

The employee will be scheduled off duty every other weekend. A weekend shall be defined as **seventy-two (72)** consecutive **hours** off duty between **0700** Friday and **0700** Tuesday. On weekends where nurses are required to work, they shall be available to work tours as required between **1900** hours Friday and **0700** hours Monday.

APPLIES TO PART-TIME ONLY

For nurses working extended tours a weekend off consists of **seventy-two (72)** hours off duty between **0700** Friday and **0700** Tuesday following. On weekends where nurses are required to work, they shall be available to work tours as required between **1900** hours Friday and **0700** hours Monday.

**(c) APPLIES TO FULL-TIME ONLY:**

The Hospital will endeavour to schedule a period of at least twelve (12) consecutive hours off duty between tours.

**(d) APPLIES TO FULL-TIME ONLY:**

In extended tour units or areas, the Hospital will endeavour to schedule seventy-two (72) consecutive hours off duty when switching from night to day tour.

**(e) APPLIES TO FULL-TIME ONLY:**

There will be no scheduling of split days off unless as a result of a request by the employee.

**(9) APPLIES TO FULL-TIME ONLY:**

The Employer will endeavour to schedule employees to work **two** (2) consecutive weeks of night **tours** followed by **two** (2) consecutive weeks of day tours.

**(g) APPLIES TO FULL-TIME ONLY:**

The full-time employee **will** normally **be** scheduled to work **on** the basis of twenty **(20)** tours in a six (6) week scheduled period.

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**E 13 - SCHEDULING EXTENDED TOURS – 2D 2N ION**


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**A13.01** When the Hospital and the Union agree, the **2D 2N** extended tour schedule shall be instituted when eighty percent (80%) of the employees on a particular nursing unit have so indicated by secret **ballot**. For employees who indicate to their **Director/Service** Coordinator that they **do** not wish to work extended tours, the Hospital will endeavour to schedule these employees on a normal tour rotation.

When less than eighty percent (80%) of the staff on a particular nursing unit vote, as outlined in paragraph **1**, in favour of the **2D 2N** extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination **2D 2N** extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit,

The eighty percent (80%) figure above may be varied by mutual agreement between the parties.

The Hospital shall make **space** available to the Union in order to permit the Union to conduct the vote referred to in Paragraph **1**.

**A13.02** At any meeting with the Employer to discuss the **2D 2N** schedule, a member of the Local executive should **be** in attendance.



- A13.03** The 2D 2N schedule may be discontinued in any unit when:
- (a) fifty-one percent (51%) of the employees in a unit so indicate by secret ballot; or
  - (b) The Hospital decided to do so because of:
    - i) adverse effects on patient care, or
    - ii) inability to provide a workable **staffing** schedule, or
    - iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
  - (c) When notice of discontinuance is given by either party in accordance with number (b) above, then:
    - i) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
    - ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;
  - (d) The Local Union will be informed of the results of the secret ballot within seven (7) days.
- A13.04** The scheduling provisions contained in Article A12 are applicable save and except for the following:
- (a) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the **fifth** and subsequent day until a day off is scheduled.
  - (b) Employees shall receive every third (**3<sup>rd</sup>**) weekend off, which shall consist of six (6) consecutive extended tours, which shall commence ~~no~~ later than **1930** hours Friday.
- A13.05** An employee will receive premium pay as defined in Article 14 for all hours worked on a third (**3<sup>rd</sup>**) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
- (a) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - (b) Such employee has requested weekend work; or
  - (c) Such weekend is worked as the result of an exchange of tours with other employees.

**A13.06** All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year.

**ARTICLE 14 -SCHEDULING EXTENDED TOURS – 10 HOUR TOURS**

- A14.01** (a) Ten **(10)** hour tours shall be introduced into any Unit when:
- i) Eighty percent (80%) of the nurses in the Unit so indicate by secret ballot, and
  - ii) The Hospital agrees to implement the ten (10) hour rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.

For nurses who indicate they do not wish to work extended tours (ten **(10)** hour tours), the Hospital will endeavour to schedule these employees on a normal tour rotation (eight (8) hour tours).

- (b) The ten (10) hour tours may be discontinued in any Unit when:
- i) Fifty-one percent (51%) of the nurses in the Unit so indicate by secret ballot, or
  - ii) The Hospital because of
    - A) adverse effects on patient care,
    - B) inability to provide a workable **staffing** schedule
    - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

States its intention to discontinue the ten **(10)** hours in the schedule.

- (c) When notice of discontinuation is given by either party in accordance with the above then:
- i) the parties shall meet within ~~two~~ (2) weeks of the giving of notice to review the request for discontinuation, and
  - ii) where it is determined that the ten (10) hour tour will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

**A14.02** Nurses shall not be scheduled to work more than four **(4)** consecutive **9.375** hour tours. Should a nurse work more than four **(4)** consecutive tours, she shall be paid in accordance with Article **14.03** for **all** hours worked ~~on~~ the fifth (**5<sup>th</sup>**) and subsequent tours until time ~~off~~ is scheduled.

**A14.03** The Hospital shall schedule the full-time nurses on the ten (10) hour tours every second weekend off. Should the nurse work the second weekend, she will be paid in accordance with Article **14.03** for the second and subsequent weekend worked until a weekend off is scheduled except where:

- (a) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
- (b) such nurse has requested weekend work, or
- (c) such weekend worked is the result of an exchange of tours with another nurse.

**A14.04** Weekends shall commence no later than 2330 hours on Friday of any scheduled weekend off.

**A14.05** For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes of unpaid meal time.

Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.

**A14.06** In the event the nurse is required to stay beyond the scheduled tour, premium payment shall apply for all hours in excess of the ten (10) hour tour.

## **ARTICLE 15 - SCHEDULING GENERAL**

### **A15.01** Self-Scheduling

Self scheduling will occur when schedules are totally created by the staff nurse and agreed to by the Employer. Full time and part-time classifications **may** choose to vote separately.

- (a) Self scheduling shall be introduced into any unit when:
  - i) eighty percent (80%) of the nurses in the unit to indicate by secret ballot; and
  - ii) the Hospital agrees to implement self scheduling. Such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Self scheduling will be discontinued when:
  - i) **fifty-one percent (51%)** of the nurses in the unit indicate by secret ballot.

- (c) When notice of discontinuation is given by either party, then:
- i) the parties shall meet within two (2) weeks of giving notice to review the reasons for discontinuation with a view to resolving any problems.
  - ii) where it is determined that the self scheduling **will** be discontinued, affected nurses shall be given a minimum of sixty (60) days' notice before the schedules are amended.
- (d) Self scheduling with respect to Extended Tours shall be guided by the following regulations:
- i) Self schedules shall meet the needs of the unit as outlined by the Employer and should meet the needs **of** the individual nurse with respect to scheduling.
  - ii) The self scheduling nurse shall be scheduled for three (3) weekends in a six (6) week rotation.
  - iii) One (1) of the three (3) weekends off may be a minimum of forty-eight (48) consecutive hours off duty between 0700 hours Friday and 0700 hours Tuesday. The other **two** (2) weekends off shall be seventy-two (72) hours as per Article 12.06(d).
  - iv) Any tour scheduled in the **twenty-four** (24) hour period following the commencement of the day tour will be considered as working on that day.
  - v) The self scheduler may not schedule more than four (4) consecutive tours once in a six (6) week schedule, but where circumstances deem that this occurs twice in a six (6) week schedule, it will be considered.
  - vi) Self scheduling nurses will schedule an equal distribution of day tours and night tours amongst self scheduling nurses as required in a unit.
  - vii) All other provisions of the Collective Agreement shall apply to the self scheduling nurse.
  - viii) **APPLIES TO FULL-TIME ONLY**  
There shall be a minimum **of** forty-eight (48) hours scheduled off when switching from night tour to day tour.
  - ix) **APPLIES TO FULL-TIME ONLY:**  
There shall be twenty (20) **tours of duty** scheduled in a **six** (6) week schedule.

**A15.02** In the event of proposed changes to the current master schedule in each unit, the Employer will notify the Local Coordinator of the Local Union in advance and agrees to meet with the Union to discuss the matters if the Union requests. Employees on the unit will choose their placement on the new master schedule by seniority.

**A15.03** In accordance with Article 14.10 of the Central Agreement, the evening tour shall be defined as either 1500 hours to 2300 hours ~~or~~ 1530 hours to 2330 hours and the night tour shall be defined as either 2300 hours to 0700 hours or 2330 hours to 0730 hours, or such other hours, depending on the normal starting time of the day tour in the unit.

**A15.04** **APPLIES TO PART-TIME ONLY:**

**Short ~~or~~ Scheduling**

Where part-time nurses are scheduled to work less than a normal tour (7.5 hours), Article 10 applies in its entirety except as amended by the following:

- (a) The Hospital will endeavour to keep the number ~~of~~ tours comprised of less than seven and one-half (7.5) hours to a reasonable level;
- (b) ~~No~~ part-time nurse shall be scheduled solely on tours which are comprised of less than seven and one-half (7.5) hours in any pay period except where such arrangements are requested by the nurse or except in units of the Hospital such as clinics where the routine hours of operation are less than seven and one-half (7.5) hours.

**ARTICLE 16 - REPORTING FOR DUTY**

**A16.01** Nurses shall give the following minimum notice to the Hospital service as designated that they will not be reporting for duty by reason of sickness as follows:

(a) **For normal tour units**

|              |                                                        |
|--------------|--------------------------------------------------------|
| Day Tour     | 1 hour's notice preceding commencement of day tour     |
| Evening Tour | 4 hours' notice preceding commencement of evening tour |
| Night Tour   | 4 hours' notice preceding commencement of night tour.  |

(b) For extended tour units

|            |                                                       |
|------------|-------------------------------------------------------|
| Day Tour   | 1 hour's notice preceding Commencement of day tour    |
| Night Tour | 4 hours' notice preceding commencement of night tour. |

A16.02 When reporting back for duty after absence due to sickness, nurses shall notify the Hospital service as designated that they are reporting back for duty as follows:

(a) Normal tour units

|                       |                                                            |
|-----------------------|------------------------------------------------------------|
| For the day tours     | 11 hours' notice preceding commencement of the day tour    |
| For the evening tours | 5 hours' notice preceding commencement of the evening tour |
| For the night tours   | 5 hours' notice preceding commencement of the night tour   |

(b) Extended tour units

|                    |                                                           |
|--------------------|-----------------------------------------------------------|
| For the day tour   | 11 hours' notice preceding commencement of the day tour   |
| For the night tour | 5 hours' notice preceding commencement of the night tour. |

A16.03 The Employer will calculate the amount of unused sick leave credits in each employee's bank as of March 31<sup>st</sup> of each year and notify each employee of these credits by May 30<sup>th</sup> of the same year.

**ARTICLE 17 -JOB SHARING****A17.01 APPLIES TO THE GROSVENOR/MOUNT HOPE SITES ONLY:**

If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties.

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Director/Service Coordinator or delegate.

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

#### A17.02 Coverage

It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment.

#### A17.03 Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Agreement:

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

#### A17.04 Implementation

- (a) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
- (b) Any incumbent full-time nurse wishing to share her/his position, may do so without having her/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.
- (c) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full-time, the shared position will become her position. If the remaining employee was previously part-time and there is no part-time position available on the same unit, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared

position would then revert to a full-time position and be posted according to the Collective Agreement.

**A17.05**      Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days' 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.

**A17.06**      **APPLIES TO THE PARKWOOD SITE ONLY**

Prior to the acceptance of a job sharing position, it is essential that both employees agree to the terms of this agreement. Therefore, the **Director/Service Coordinator** will meet with both employees and review the accountability and terms of the agreement. The employees will be given one week to consider these terms. If these terms are mutually acceptable, then each employee will sign her name as accepting the terms of the agreement.

There must be a trusting, open, honest relationship between both partners so that they can communicate openly.

Job sharing is agreed to by the above parties on the following basis.

- (a) Two people sharing the duties and responsibilities of one seven (7) day position.
- (b) Job sharing requests shall be considered on an individual basis and the Hospital shall reserve the right to determine the appropriateness of such arrangements, keeping in mind the needs of the nursing unit.
- (c) It is understood and agreed that no more than one-half (1/2) of the Full-time equivalent positions on each unit may be job shared.
- (d) Subject to 3. above,
  - i) An incumbent full-time employee wishing to share her position, may do so without having her half of the position posted, provided there is a regular part-time vacancy on the unit. If a partner for this job shared position cannot be found from amongst the employees on the unit, the position must be posted and filled according to the Collective Agreement.
  - ii) Where a full-time position has been posted and there are no successful applicants from within the Bargaining Unit, a regular part-time employee on the unit wishing to job share may do so without having her half of the position posted. However, the other half of the job shared position must be posted and the selection based on criteria set out in the Collective Agreement.



- iii) If a full-time employee and a regular part-time employee on the same unit wish to share their current positions, neither position will be posted.
  - iv) Where there is a vacant regular part-time position, and two full-time employees wish to job share, they may do so without either half of the job shared position being posted. The vacated full-time position would then be posted.
- (e) All **job** sharers shall **be** treated as regular part-time employees and be subject to the provisions of the Part-time Collective Agreement.
- (f) If one of the **job** sharers leaves the arrangement and a partner for this **job** shared position cannot be found from amongst the employees on the unit, the 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 employee will have the option of continuing in the full-time position or another part-time position. If she does not continue full-time, the position must be posted according to the Collective Agreement.
- (g) Both employees will prepare and agree with the time schedule. They will submit their schedule to the **Director/Service** Coordinator for evaluation and posting. On occasion, the employee may exchange tours with employees other than her partner. The **Director/Service** Coordinator shall be advised of all scheduled changes by the employees so that pay can be accurately recorded.
- (h) Each employee will be responsible for covering half of her partner's vacation. For the portion of the partner's vacation covered by the job sharer, they shall not be included in any vacation quota.
- (i) In the event of illness, each employee is responsible for arranging coverage by her partner. If her partner is unavailable, she will be responsible for advising the **Director/Service** Coordinator or her designate.
- (j) A job sharer will be offered her partner's tours where that partner is off on pregnancy and/or parental leave, prepaid leave plan, and any other absences. Tours not picked up by the job sharing partner will be offered to other regular part-time employees. At no time will the remaining **job** sharer be required to work tours which would result in premium pay.
- (k) The **job** sharers involved will have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Collective Agreement.
- (l) The agreement to **job** share will remain between both employees so long as they are compatible, and the needs of the nursing unit are met. If either of these **two** criteria are not met, the agreement will be dissolved and the employees may apply for any available positions for which they are qualified.

- (m) Any issues arising out of this agreement will be dealt with at an Union/Management Committee meeting.

### **ARTICLE 18 - PRE-PAID LEAVE PLAN**

- A18.01 The number of nurses eligible to participate in the prepaid leave plan in any given year will be no more than twenty-four (24) full-time nurses and twenty-four (24) part-time nurses and not more than one (1) per unit except in units of more than thirty (30) full-time and part-time nurses combined, in which case there may be no more than two (2).

### **ARTICLE 19 - I**

- A19.01 Nurses working in speciality units/areas where scrub gowns and/or lab coats are provided at no cost to the nurse, will continue to have such service provided by the Hospital at no cost to the nursing staff working in said areas/units and such practice will not be discontinued without sixty (60) days' notice to the Union and discussion at the Hospital-Union Committee. It is understood that scrub gowns provided by the Centre will remain on Hospital property.
- A19.02 The established pay period for all employees covered by this Agreement shall begin on Friday at 0001 hours and extend for two (2) full calendar weeks until Thursday at 2400 hours.

### **ARTICLE 20 - MODIFIED WORK**

- A20.01
- (a) The Hospital will notify the Local Coordinator of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
  - (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
  - (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

### **ARTICLE 21 - VIOLENCE IN THE WORKPLACE**

- A21.01 The Employer agrees to have policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations and support to employees who have faced violence.

The policies and procedures shall be part of the Corporate policy and written copies shall be made available upon request.

**A21.02**

The Hospital, with the employee's written consent, will inform the Local Coordinator within three (3) days of the filing of an incident report by any employee who has been assaulted while performing her work. Such information shall be submitted in writing to the ~~Local~~ Coordinator as soon as possible,

The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, or personal clothing, as a result of being assaulted while performing her work,

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTH CARE, LONDON  
Parkwood Hospital  
St. Joseph's Hospital  
Mount Hope

And:

ONTARIO NURSES' ASSOCIATION

Re: Parkwood Site - Job Sharing

The parties agree that the Local Coordinator or designate and a Human Resources Representative shall meet with the Job Sharers at the Parkwood Site within one (1) month of ratification to review the expectations of a job sharing position.

Dated at *London*, Ontario, this *24<sup>th</sup>* day of *November*, 2000.

FOR THE EMPLOYER

FOR THE UNION

*Sarah King*

*Mary Deegan*  
Labour Relations Officer

*Debra Wiltshire*

*Chris Glen* local coordinator

*Dee Nathan*

*Michelle Smith*

*Karen Stone*

*Rebecca Hawley*

*Pamela Brown*  
*Patricia Pocock*  
*Gayle Pope*

*C. Plett*

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTH CARE, LONDON  
Parkwood Hospital  
St. Joseph's Hospital  
Mount Hope

And:

ONTARIO NURSES' ASSOCIATION

Re: Internship

In accordance with Article 9.09 of the Central Collective Agreement, where the Hospital determines the need to establish internship, the parties will meet to negotiate the implementation, guidelines, employee access to the program and expectations of the intern.

Dated at *London*, Ontario, this *24<sup>th</sup>* day of *November*, 2000.

FOR THE EMPLOYER

FOR THE UNION

*Susan King*

*Mary Deegan*  
Labour Relations Officer

*Debra Wiltshire*

*Chris Allen local coordinator*

*Jee naffen*

*Kathleen Hamilton Director*

*Leuen Stone*

*Mick ...*

*Pamela Bovan*

*Teresa Hawley*

*Patricia Pocock*

*Ceflet*

*Gayne Pope*

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTHCARE, LONDON  
Parkwood Hospital  
St. Joseph's Hospital  
Mount Hope

And:

ONTARIO NURSES' ASSOCIATION

Re: Unit Weekend Scheduling

In accordance with Article 13.04 of the Central Collective Agreement, where a request comes forward from a nurse or when the Hospital identifies the need for weekend staff, the parties will meet to negotiate the implementation of a unit weekend schedule.

Dated at London, Ontario, this 24<sup>th</sup> day of November, 2000.

FOR THE EMPLOYER

FOR THE UNION

Sarah King  
Debra Wiltshire  
Jill Macken  
Karen Stone  
Pamela Boyan  
Patricia Pocock  
Janice Pope

Mary Deen  
Labour Relations Officer  
Chris Allen local coordinator  
Michelle Smith  
Kathleen Hamilton Director  
Renee Hawley RN  
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LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTHCARE, LONDON  
Parkwood Hospital  
St. Joseph's Hospital  
Mount Hope

And:

ONTARIO NURSES' ASSOCIATION

Re: Primary Nurse Practitioner

The Union reserves the right to file a grievance re the position of Primary Nurse Practitioner as being a bargaining unit position once the **job** description and responsibilities have been finalized.

Dated at London, Ontario, this 24<sup>th</sup> day of November, 2000.

FOR THE EMPLOYER

FOR THE UNION

Sarah King

[Signature]  
Labour Relations Officer

Debra Wiltshire

Chris Allen local coordinator

[Signature]

Kathleen Hamilton Director

Karen Stone

[Signature]

Pamela Bryan

[Signature]

Patricia Pocock

[Signature]

Gayne Pope

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTH CARE, LONDON  
Parkwood Hospital  
St. Joseph's Hospital  
Mount Hope

And:

ONTARIO NURSES' ASSOCIATION

Re: Full time Filling Temporary Fulltime Vacancies

Where the Hospital identifies that it would like to consider full time applicants for a temp full time job posting the Hospital would discuss this with the Union prior to the employer posting the job vacancy. The employer would identify on the job posting that full time employees are eligible to apply.

Dated at London, Ontario, this 24<sup>th</sup> day of November, 2000.

FOR THE EMPLOYER

FOR THE UNION

*Annala King*

*Mary Deegan*  
Labour Relations Officer

*Debra Wiltschko*

*Chris Allen* local coordinator

*Ju Macken*

*Myra ...*

*Karen Stone*

*Kathleen Hamilton* Director

*Pamela Bovan*

*Russa Hawley*

*Patricia Pocock*

*Officer*

*Gayle Pope*



LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTH CARE, LONDON  
Parkwood Hospital  
St. Joseph's Hospital  
Mount Hope

And:

ONTARIO NURSES' ASSOCIATION

Re: Local Coordinator Scheduling

The Hospital will endeavour to schedule the Local Coordinator on the day tour.

Dated at London, Ontario, this 24<sup>th</sup> day of November, 2000.

FOR THE EMPLOYER

FOR THE UNION

Susan King

Mary Allen  
Labour Relations Officer

Debra Wiltshire

Chris Allen local coordinator

Jill Napier

Kathleen Hamilton Director regu

Karen Stone

Michelle Smith

Pamela Bovan

Rosemary Hubble

Patricia Pocock

Cliff

Gayle Pope

**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S HEALTH CARE, LONDON**  
Parkwood Hospital  
St. Joseph's Hospital  
Mount Hope

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Nurse Clinician Salary Rate

Nurses at the Parkwood Site currently receiving Nurse Clinician Salary rates will continue to receive salary rates which maintain the differential to Registered Nurse salary rates.

The nurses affected by this Letter of Understanding are:

Anna Bluvol  
Karen Katsedemas  
Shelley Masse

Nancy Graves  
Sophia Lytwynec  
Carol Miller  
Carrie Warwick-Melbye

Kim Hay  
Rob MacKenzie  
Mary Ann Regan

Dated at London, Ontario, this 24<sup>th</sup> day of November, 2000.

**FOR THE EMPLOYER**

**FOR THE UNION**

Janah King  
Debra Wittshue  
Jill Mackey  
Karen Stone  
Pamela Brown  
Patricia Peacock  
Gayle Pope

Mary Allen  
Labour Relations Officer  
Chris Allen local coordinator  
Kathleen Hamilton Director  
Melanie Smith  
Teresa Hawley  
CPA