

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, 2011

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APPENDIX 3
SALARY SCHEDULE

Registered Nurse

	April 1, 2008 <u>Hourly Rate</u>	April 1, 2009 <u>Hourly Rate</u>	April 1, 2010 <u>Hourly Rate</u>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

Team Leader/Nurse Monitor/Nurse Counsellor

	April 1, 2008 <u>Hourly Rate</u>	April 1, 2009 <u>Hourly Rate</u>	April 1, 2010 <u>Hourly Rate</u>
Start	28.37	29.22	30.10
1 Year	28.78	29.64	30.54
2 Years	29.29	30.18	31.08
3 Years	30.73	31.65	32.61
4 Years	32.22	33.19	34.19
5 Years	34.07	35.09	36.14
6 Years	35.88	36.96	38.07
7 Years	37.72	38.85	40.01
8 Years	40.42	41.63	42.88
25 Years	41.13	42.36	43.64

Graduate Nurse

	April 1, 2008 <u>Hourly Rate</u>	April 1, 2009 <u>Hourly Rate</u>	April 1, 2010 <u>Hourly Rate</u>
Start	26.31	27.10	27.92
1 Year	26.71	27.51	28.33
2 Years	27.10	27.92	28.76
3 Years	28.44	29.29	30.18
4 Years	29.79	30.69	31.61
5 Years	31.44	32.38	33.35
6 Years	33.12	34.12	35.15
7 Years	34.83	35.87	36.94
8 Years	37.30	38.42	39.57
25 Years	37.95	39.09	40.27

Nurse Clinician/Clinical Care Leader

	April 1, 2008 <u>Hourly Rate</u>	April 1, 2009 <u>Hourly Rate</u>	April 1, 2010 <u>Hourly Rate</u>
Start	29.15	30.02	30.93
1 Year	29.52	30.40	31.32
2 Years	29.92	30.82	31.74
3 Years	31.33	32.27	33.24
4 Years	32.76	33.74	34.76
5 Years	34.53	35.56	36.63
6 Years	36.31	37.40	38.53
7 Years	38.09	39.23	40.40
8 Years	40.74	41.96	43.21
25 Years	41.45	42.69	43.97

Blood Conservation Co-ordinator

	<u>April 1, 2008</u> <u>Hourly Rate</u>	<u>April 1, 2009</u> <u>Hourly Rate</u>	<u>April 1, 2010</u> <u>Hourly Rate</u>
Start	27.87	28.70	29.57
1 Year	28.26	29.11	29.98
2 Years	28.71	29.58	30.46
3 Years	30.13	31.03	31.97
4 Years	31.55	32.49	33.47
5 Years	33.32	34.31	35.34
6 Years	35.09	36.14	37.23
7 Years	36.87	37.98	39.11
8 Years	39.50	40.68	41.90
25 Years	40.19	41.39	42.64

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 Specialties	- \$40.00 per month
Bachelor's 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. There will be no more than two of the three floating representatives from any one of the areas listed below.

Admission Centre, SDC, SSU, & 2E	1
3E & 3M	1
4E, 4M & NRT	1
7M, CMHC, Crisis Team & Day Hospital, Mental Health Short Stay Unit	
ACTT, MCIT	1
ICU/CCU	1
Family Birthing Centre (FBC) & NIC	1
Paeds & CAMH	1
6M, 6G, Chemo, & Rehab Unit	1
DI, Cystoscopy, Minor Surgery, & GI	1
OR & PACU	1
Emergency & Fracture Room	1
ACC, FMC, IV Team, ECHS, Dialysis Unit, Occupational Health & WHC	1
Floating (3)	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.
- The Bargaining Unit President, or designate, will identify to the Health Centre which committee members require payment under Article 6.03 (e) at each Health Centre-Union Committee meeting.
- 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 and twenty-five (125) days collectively in any one calendar year.

F.2 Leave for ONA Local Co-ordinator

The Health Centre agrees to grant leaves of absence without pay to a nurse elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave up to twelve (12) days per calendar year as she or he may require to fulfil the duties of the position.

Leave of absence under this provision shall be separate from and in addition to leave of absence under Article F.1.

F.3 Leave for ONA Bargaining Unit President

A nurse who acts as Bargaining Unit President shall be granted Association Leave of Absence for two (2) days a month to address issues related to the Health Centre. Such leave of absence days shall be scheduled at a mutually agreeable time and paid by the employer.

F.4 The Bargaining Unit President will work day shift during her/his term of office. When the Bargaining Unit President ceases her/his aforementioned position, she/he will be reinstated to her/his former position unless the position has been discontinued in which case she/he shall be given a comparable job.

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 at least forty-eight (48) hours prior to starting the shift, where possible, 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.
- (f) 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., ACC. 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.

(l) 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 then job-sharers based on their 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 10.08, 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 10.07 (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.
- (e) A nurse who is called in from standby and who:
 - i) works a minimum of two hours, and
 - ii) works to 0330 hours or beyond, and

iii) is scheduled to work the next day shift

shall be permitted leave without pay or to use lieu time for such part of her or his next shift as will allow a minimum of eight (8) consecutive hours between the end of the call back and the commencement of the day shift.

This article will not apply in the following situations:

- 1) Other arrangements initiated by the nurse and accepted by the Health Centre have been made
 - 2) Such standby is worked as a result of an exchange of shifts with another nurse.
 - 3) Such standby work is requested by the nurse.
- (f) If the nurse does not wish to work any remaining hours in the scheduled shift referred to in (e) above and can be replaced at non-premium rates by a nurse the Health Centre deems qualified to perform the required work, she or he may ask to take time off without pay or to use lieu time for those remaining hours. Such a request shall not be unreasonably denied.
- (g) In the event that a nurse is required to work for a period greater than sixteen (16) consecutive hours, the Health Centre shall endeavour to relieve the nurse from duty.

H.3

Self-Scheduling

1. When there has been a formal written proposal by the Health Centre or the Union for the introduction of self-scheduling, a ballot will be held within four (4) weeks. If seventy percent (70%) 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 a seventy percent (70%) 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.
6. Critical Care Only

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.

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
Family Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day (December 25)
Victoria Day	Boxing Day (December 26)
Canada Day (July 1)	2nd Monday in November

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

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

- J.4 The Health Centre will, where possible, schedule a holiday designated for a Friday or Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday or Sunday. Conversely, the Health Centre will, where possible, schedule a holiday designated for a Friday or a Monday to be a work day for a nurse scheduled to work on the adjacent Saturday or Sunday. The Health Centre, where possible, will

schedule the lieu day in conjunction with the weekend off, with a view to scheduling equitably three (3) day weekend periods off.

J.5 FULL-TIME ONLY

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

J.6 FULL-TIME ONLY

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

Requests for supplementary vacation will be submitted in accordance with Article K.3: Unused supplementary vacation entitlement will be administered in accordance with Article 16.01 (f).

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.

Requests for supplementary vacation will be submitted in accordance with Article K.3. Unused supplementary vacation entitlement will be administered in accordance with Article 16.01 (f).

Part-time nurses entitled to supplementary vacation pursuant to Article 16.06 will be paid out the additional two percent (2%) vacation pay within six weeks of earning the supplementary vacation.

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

- (c) If the second vote indicates that seventy percent (70%) of the nurses in the unit so wish, the new scheduling arrangement will become permanent and all nurses on the unit must then work the new scheduling arrangement thereafter.
- (d) The new scheduling arrangement may be discontinued in any unit when:
 - i) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
 - ii) the Health Centre because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule, or
 - C) where the Health Centre wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the new scheduling arrangement in the schedule
 - iii) When notice of discontinuation is given by either party in accordance with paragraph M.1 (d) 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 new scheduling arrangement will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

M.2 The provisions set out in Article H.1 of this Agreement apply to nurses working extended tours referred to in Article 13.02 except as amended below:

- (a) Nurses will be asked to work no more than four (4) consecutive extended tours 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.

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.

ARTICLE N - JOB SHARING

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

- N.1 Job Sharing requests with regard to full-time positions shall be considered on an individual basis. The Health Centre shall reserve the right to determine the appropriateness of such arrangement after discussion with the Union at the Health Centre-Union Committee.
- N.2 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two (2) nurses and the 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.

ARTICLE R - BENEFITS

R.1 Voluntary Part-Time Benefits

The Health Centre agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time nurses who participate will assume the full amount of the monthly premiums through payroll deduction.

R.2 Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide payment for such benefits through deduction from her or his pension benefit cheque. If the amount of the pension does not permit such payment, or if the nurse is not in receipt of the Health Centre pension, then payment will be made by post-dated cheques, provided on a yearly basis and dated on the first of each and every month.

The Centre will notify the retired nurse and the Union of any changes to the benefit premiums.

ARTICLE S – VIOLENCE IN THE WORKPLACE

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 and policies to prevent, minimize or limit harm are in place, namely:

1. Definition of Violence
 - (a) Any incident in which an employee is abused, threatened or assaulted during the course of her or his employment.
2. Prevention
 - (a) Alarms and paging systems and Security Department assistance.
3. Joint Occupational Health and Safety Committee
 - (a) Investigate, review and make recommendations for prevention and training.
4. Identify high risk areas and situations
5. Training
 - (a) which identifies causes of violence
 - (b) which identifies factors which precipitate violence
 - (c) in the recognition of warning signs
 - (d) in the prevention of escalation
 - (e) in controlling and defusing aggressive situations
6. Support and Counselling

- (a) Employee Assistance Program
- (b) Support and advice on legal matters when considered appropriate by the Health Centre.

7. 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.

ARTICLE T – EARLY AND SAFE RETURN TO WORK

The Health Centre and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Health Centre and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process. The Union will be involved in all permanent accommodations and temporary accommodations of an extended duration.

1. On a monthly basis, the Health Centre will provide an updated list of names to the Union that includes the following:
 - i) Employees absent from work who are in receipt of Workplace Safety Insurance Board benefits.
 - ii) Employees absent from work who are in receipt of Long Term Disability benefits including last day worked.
 - iii) Employees who required temporary or permanent accommodation in the workplace and updated information on all current accommodations.
2. It is understood that it is the obligation of the employee in receipt of short-term or long-term disability benefits to advise the Health Centre's Occupational Health & Safety Services Department as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
3. Prior to the implementation of a return to work plan, the Health Centre will meet with the Union to discuss all parameters of the return to work plan.
4. The Health Centre will advise the Union of offers of permanent accommodation within or outside the bargaining unit.
5. The parties recognize that more than one employee requiring permanent accommodation may be suitable for a particular position or arrangement. In such cases, the Health Centre will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
6. Before posting, the Health Centre's Human Resources department will examine all potential vacancies to determine if they can be used to permanently accommodate a disabled employee who requires permanent accommodation but cannot return to her/his home unit.

- 7. Where such vacancies are within the bargaining unit, the Health Centre will consult with the Union on the feasibility of a permanent accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.

- 8. Whether or not the parties agree to waive the posting procedure in order to facilitate a permanent accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the permanent accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.

DATED At Toronto, Ontario, this 22 day of May, 2009.

FOR THE EMPLOYER

[Signature]
Neil Mantri
Lenny Byers PCM
D. [Signature]
[Signature] RN
D. Nicholson

FOR THE UNION

[Signature] LRO
Labour Relations Officer
[Signature] - BU
[Signature] 1st VP
[Signature] 2nd VP
M Robinson LC
[Signature] Treasurer

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:

Effective July 1, 2004

- Seventy (\$70.00) per month (on-site);
- Eight Dollars (\$8.00) per day (on site);
- Eight Dollars (\$8.00) evening, night, or weekend (on-site);
- Twenty-five Dollars (\$25.00) per month (off-site).

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 22 day of May, 2009.

Phil Capwell
Mark Martin
Lenny Byers PCM
D. G. L.
Baker
D. Nicholson

S. M. Allyn
 Labour Relations Officer
Donna J. Burr
1st VP
Pauline Smith 2nd VP
Robinson
Debra Zalkow Treasurer

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 22 day of May, 2009.

FOR THE EMPLOYER

Phil Cipicelli
Mike Manli
D. [Signature]
[Signature]
D. Nicholson
P. Byers

FOR THE UNION

G. M. [Signature], SR
 Labour Relations Officer
[Signature] BU
[Signature] 1st VP
Paulie Little 2nd VP
M. Robinson LC
Debra [Signature] Treasurer

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 to allow ONA to appoint a non-voting representative (and alternate) to attend Pension Management Committee meetings.
2. St. Joseph's Health Centre agrees to allow the ONA representative and alternate to attend any orientation or training provided to the Pension Management Committee.

DATED At Toronto, Ontario, this 22 day of May, 2009.

FOR THE EMPLOYER

Phil Cavallaro
Neil Mack
D. [Signature]
B. [Signature]
D. Nicholson
P. Byers

FOR THE UNION

S. McAllyre, SRD
 Labour Relations Officer
[Signature] Bur
[Signature] 1st VP
[Signature] 2nd VP
[Signature] LC
[Signature] Treasurer

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: Part-time Commitment

Whereas the Health Centre has undertaken a process to confirm each part-time nurse's hours of commitment to the Health Centre;

The Health Centre agrees to complete the process for all newly hired or transferring part-time nurses prior to the expiring of the Collective Agreement.

DATED at Toronto, Ontario, this 22 day of May, 2009.

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature], LRO
Labour Relations Officer
[Signature] 1st VP
[Signature] 2nd VP
[Signature] LC
[Signature] Treasurer

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: Schedules

The parties agree that within one (1) month of the ratification or award of this agreement, the Employer will provide all current schedules to the Union.

Thereafter all new or revised schedules will be provided to the Union before the schedule is implemented.

DATED at Toronto, Ontario, this 22 day of May, 2009.

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
A. Nicholson
P. Byers

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature] Bus
[Signature] 1st VP
[Signature] 2nd VP
[Signature]
[Signature] Treasurer

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: On Call Room

Whereas the parties discussed the feasibility of the on call room(s) for staff assigned to standby; these discussions will occur during the term of this Collective Agreement.

DATED AT Toronto, Ontario, this 22 day of May, 2009.

FOR THE EMPLOYER

Phil Gendall
Miss [Signature]
[Signature]
[Signature]
A. Nicholson
P. Byers

FOR THE UNION

[Signature] LRO
Labour Relations Officer
[Signature] BUP
[Signature] 1st VP
[Signature] 2nd VP
[Signature]
[Signature] Treasurer