

SOURCE	Hosp.		
Wages	91	04	01
EFF.	8		
TERM.	93	03	31
No. OF EMPLOYEES	108		
NOMBRE D'EMPLOYÉS	88		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HOTEL DIEU HOSPITAL (CORNWALL)**  
**(hereinafter referred to as the "Hospital")**

**AND**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**AND ITS LOCAL 402**  
**(hereinafter referred to as the "Union")**

**FULL-TIME**  
**Nurses**

**SECTOR 10**

**Expiration: ~~March 31, 1993~~**

**MAR 18 1993**

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## COLLECTIVE AGREEMENT

between

**HOTEL DIEU HOSPITAL (CORNWALL)**  
(hereinafter called the "Hospital")

and

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
AND ITS FULL-TIME LOCAL 402 (NURSES)**  
(hereinafter called the "Union")

### 1 - SCOPE

- 1.01 The general **purpose of** this Agreement is to establish and maintain collective **bargaining** relations between the Hospital and the employees covered by this Agreement; to provide for **ongoing** means of communication between the Union and the Hospital and **the** prompt disposition of grievances. **It** is recognized that employees wish to secure the best possible care and health protection for patients.
- 1.02 The Hospital **agrees** to recognize the Union as the sole bargaining agent of all **lay** registered and graduate nurses employed in a patient nursing capacity by the R.H.S.J. Health Centre at its Hotel Dieu Hospital in Cornwall, save and except Nurse Managers, persons above the rank of Nurse Managers, and those regularly employed for not more than thirty-two (32) hours per week, Employee Health **Nurses, Assistant Dir. of Staff Development and Clinical Specialists,** and students employed during the school vacation period.
- 1.03 A casual **employee** is one who does not make a commitment to the Hospital **and to whom** the Hospital does not make a commitment.

### ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that **it** is the exclusive function of the Hospital subject to the terms of this Agreement to:
- a) maintain order, discipline and efficiency;
  - b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for just **cause, provided** that a claim of discriminatory classification, **promotion, demotion or transfer or a claim that an employee has** been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;

- c) establish and enforce rules and regulations to be observed by the employees provided that they are not inconsistent with the provisions of this Agreement;
- d) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operation, not otherwise specifically dealt with elsewhere in this Agreement.

It is understood that the discharge of a probationary employee will not be the subject of a grievance or arbitration.

### **ARTICLE 3 - RELATIONSHIP**

- 3.01 Both parties agree that there will be no discrimination, interference, restraint or coercion exercised or practised by either party with respect to any employee because of her membership or nonmembership in the Union.
- 3.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.

### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.01 In view of the orderly procedure established herein for the disposition of employees' grievances, the Hospital agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement, and the Union agrees that there will be no strike or other collective action that will interfere with the operation of the Hospital.

### **ARTICLE 5 - CHECK OFF**

- 5.01 The Hospital will deduct from every union member of the Bargaining Unit an amount equivalent to such dues which are uniformly levied upon all members in accordance with the by-laws of the Union. The amount so deducted will be remitted by the Hospital to the Secretary-Treasurer of the Union, Toronto, before the fifteenth (15th) day of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this article.

**ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Hospital agrees to recognize a Negotiating Committee comprised of not more than four (4) members of this Bargaining Unit and the nurses part-time bargaining unit to be appointed from the Bargaining Units. The purpose of the Negotiating Committee will be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, but not including conciliation.
- 6.02 The Hospital will recognize a Grievance Committee comprising of not more than four (4) members to be elected or appointed from the full-time and part-time nurses bargaining units. One member shall be chairman. The purpose of this Committee is to deal with grievances as set out in this Collective Agreement.
- 6.03 It is understood that the Union Stewards have their regular work to perform on behalf of the Hospital and they will not leave work without first obtaining the permission of the Supervisor. If, in the performance of her grievance duties, a union steward is required to enter an area within the Hospital in which she is not ordinarily employed, she shall report her presence to the supervisor in the area immediately upon entering it. When resuming her regular duties and responsibilities, such steward shall again report to her immediate supervisor. A union steward shall suffer no loss of earnings for time spent in performing the above duties during her regular scheduled working hours.
- 6.04 A Union/Management Committee shall be established consisting of two (2) representatives of the full-time and part-time nurses bargaining units and two (2) representatives of the Hospital. The committee shall meet as required at the request of either party; minutes of each meeting shall be prepared and signed and the Union and the Hospital shall receive two copies of the minutes within five (5) days following the meeting. The party requesting the meeting will provide the other with a detailed written agenda to give the other party the opportunity of preparing for the meeting.
- The purpose of this committee shall be to exchange views on matters which may tend to promote improvement in the function of the Hospital and the welfare of its employees.
- Employees attending such meetings shall suffer no loss of wages for time spent at them.
- The committee shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of the Agreement.
- The committee shall not supersede the activities of any other committee of the Union or of the Hospital and does not have the power to bind either the Union or its members or the Hospital to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and to the Hospital with respect to its discussions and conclusions.
- Probationary employees shall not be eligible to serve as committee members.
- 6.05 A representative of the Union shall be given the opportunity to

interview new employees within the regular working hours of the employee without loss of pay during the first month of employment. Where possible, such interviewing will take place on a group basis **during** the orientation program for new employees. Interviews shall be held at a time mutually agreeable between the Employer and the Union Representative.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 For the purposes of this Agreement, a **grievance** is defined as a difference arising between a member of **the bargaining unit** and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.

7.02 **It** is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and **it** is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, **it** shall then be taken up as a grievance within the seven (7) calendar days following her immediate supervisor's decision in the following manner and sequence:

### Step No. 1

The employee must submit the grievance in writing signed by her to her Nurse Manager and may be accompanied, **if** she so desires, **by** her union steward. The grievance must **identify** the nature of the grievance, the remedy sought, and the **specific** provisions of the Agreement which **is/are alleged** to have been violated. The Nurse Manager will deliver her **decision** in writing within seven (7) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

### Step No. 2

**Within seven (7) calendar days** following the decision under Step No. 1 the employee who, **if** she so desires, may be accompanied by her union **steward**, may submit the written grievance to the Director of Nursing who will deliver her decision in writing within seven (7) calendar days from the date on which the written grievance was presented. Failing settlement, then:

### Step No. 3

**Within seven (7) calendar days** following the decision in the immediately preceding step, **the** grievance may be submitted in writing to the Executive Director or designate. A meeting will then be held between the Executive Director or designate and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step No. 3 unless extended by mutual agreement. **It** is understood that either party may have such assistance as they **may desire** at such meeting. The decision of the Hospital shall be **delivered** in writing within fourteen (14) calendar days following the date of such meeting.

7.03 Policy Grievance  
A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within seven (7) calendar days following the circumstances giving rise to the

grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which she could have instituted herself and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Hospital grievance it shall be filed with the Local Union President or designate.

**7.04** Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving, to the Director of Nursing or her designate within seven (7) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

**7.05** Discharge Grievance

The release of a probationary employee shall not be the subject of a grievance or arbitration. A claim by an employee who has completed her probationary period that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- a) confirming the Hospital's action in dismissing the employee, or
- b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
- c) by any other arrangement which may be deemed just and equitable.

The Hospital agrees that it will not discharge, without just cause, an employee who has completed her probationary period.

**7.06** Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned.

**7.07** All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital, the Union, and the employees.

**7.08** The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.



**ARTICLE 8 - ARBITRATION**

- 8.01 When either party requests that any matter be submitted to arbitration as provided in this Article, **it** shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that **if** such party fails to appoint its nominee as herein required, the Minister of Labour for **the** Province of Ontario shall have power to make such appointment upon application thereto by the party invoking the arbitration procedure. The **two** (2) nominees **shal** attempt to agree upon a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.06 Each of the parties hereto will bear the expense of the nominee appointed by **it** and the parties will share equally the fees and expenses, **if** any, of the chairman of the Arbitration Board.
- 8.07 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 8.08 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

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- 9.01 Newly hired **employees** shall be considered to be on probation for a period of three (3) months from date of last hire (four hundred and fifty (450) hours worked for employees working more than the normal day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the **probationary** employee and the President of the local Union or her designate, **such** probationary period may be extended. It is understood and agreed that any extension to the probationary period will not exceed an additional three (3) months or such lesser period as may be agreed by the parties. The release of a **probationary** employee shall not be the subject of a grievance or arbitration.
- 9.02 The Hospital will maintain a seniority list showing each employee's seniority. The list will be revised and posted once each year. Employees will have thirty (30) days to advise the Director of Human Resources of any errors. After thirty (30) days, the seniority list shall be **considered** correct.
- 9.03 Seniority shall be retained by an employee in the event she is transferred from the full-time nurses bargaining unit to the **part-time** nurses bargaining unit. For the purposes of the application of seniority under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from full-time to **part-time** shall receive credit for her seniority on the basis of **fifteen** hundred (1500) hours worked for each year of full-time **seniority**. For the purposes of the application of seniority, under the agreement, an employee whose status is changed from part-time to full-time shall receive credit for her seniority on the basis of one (1) year of seniority for each fifteen hundred (1500) hours worked. For ease of application of this article, each **125** hours will equate to one month of full-time equivalent. Therefore when **changing** from part-time to full-time, all **remaining** hours required to **form** a whole month will be rounded off to the **closest** month.
- 9.04 Bargaining unit seniority shall operate department wide. In case of a layoff of a **prolonged** or permanent nature occurs within the department, **employees** shall be laid off in reverse order of seniority. However, no employee shall be displaced by a more senior one unless the senior **employee** is as qualified and willing to perform the job performed by the employee with less seniority in the department.
- 9.05 An employee shall lose all service and seniority and shall be deemed to have terminated if she:
- a) leaves of her own accord;
  - b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
  - c) has been laid off continuously for a period in excess of eighteen (18) months or length of seniority whichever is smaller;
  - d) fails upon being notified of a recall to **signify** her intention to return within five (5) calendar days **after** she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and

fails to report to work within ten (10) calendar days after she has received the notice of recall or such further period of time **as** may be agreed upon between the parties;

- e) is absent without permission or overstays a permitted leave of absence, and fails in either case to furnish a reason for such absence satisfactory to the Hospital;
- f) is absent due to illness or disability for a period of eighteen **(18)** months or length of seniority whichever is smaller.

#### 9.06 Effect of Absence

**It is understood that during an approved unpaid absence not exceeding thirty (30) calendar days or any approved absence paid by the Hospital, both seniority and service will accrue.**

During all absences exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

In addition, the employee will become responsible for full payment of subsidized ~~employee~~ benefits in which she is participating for the period of the absence. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which she is participating during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.

**It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity leave or adoption leave for a period of eighteen (18) months if an employee's absence is due to disability resulting in WCB or LTD benefits.**

#### 9.07 Layoff and Recall

In the event of a proposed layoff in the bargaining unit of a permanent or long term nature, the Hospital will:

- a) provide the Union with no less than **30** calendar days notice of such layoff, and;
- b) meet with the Union through the Labour Management Committee to review the following:
  - i) the reason causing the layoff;
  - ii) the service the Hospital will undertake after the layoff;
  - iii) the method of implementation including the areas of cut-back and employees to be laid off;
  - iv) ways the Hospital and the Union can assist employees to find alternate employment.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this Agreement. Notice of

layoff shall be in accordance with the provisions of the Employment Standards Act.

No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.

In the event of layoff,, the Hospital shall layoff employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work available.

An employee who is subject to layoff shall have the right to either:

- a) accept the layoff and be placed on a recall list for eighteen (18) months; or
- b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the department if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off, subject to her rights under this section.

**9.08** An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the qualifications and ability to perform the work without training, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority she had at the time of the layoff.

**9.09** No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

**9.10** The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the date of mailing). The employee is solely responsible for her proper address being on record with the Hospital.

The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

**9.11** Technological Change

The Hospital will undertake to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of the employees within the bargaining unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

**9.12** Contracting Out

The Hospital shall not contract out work currently performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit employees occurs. This clause

will not apply in circumstances where the Hospital no longer provides particular services as a result of the rationalization or sharing of services between Hospitals in a particular geographic district, or as a result of the withdrawal of the Hospital's licence or Government Approval to perform such services.

#### **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

- 10.01 The normal hours of work shall be averaged seventy-five (75) hours in a two week period. Such hours shall be worked in accordance with the master rotation as set out by the Hospital from time to time. It is understood that the above shall not be construed as a guarantee of hours of work per day or week.
- 10.02 The normal shift shall be seven and one-half (7 1/2) hours in any one twenty-four (24) hour period. Subject to the exigencies of patient care, the employee shall be entitled to one (1) unpaid half hour meal break per shift and a paid fifteen (15) minute rest period during each complete half shift.
- 10.03 Where the employees work a longer daily shift, the provisions set out in this Article or other related articles shall be adjusted accordingly. The normal daily extended shift shall be eleven and one-quarter (11 1/4) consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. Employees shall be entitled to a total of forty-five (45) minutes paid rest period.
- 10.04
- a) Schedules shall be posted four (4) weeks in advance. The Hospital shall notify the employee of any changes after the schedule is posted, and such notification shall be initialled by the notifier.
  - b) An employee who wishes to change her posted schedule shall submit the request in writing for the approval of her immediate supervisor, a request for the change co-signed by the employee willing to exchange with her. If circumstances prevent written requests, verbal approval of the immediate supervisor must be obtained prior to the exchange.
  - c) The employer will endeavour to provide employees two (2) weekends off out of every four (4) weekends. Any difficulty which may arise will be discussed at a labour/management committee meeting.
  - d) The employer will provide twenty-four (24) hours notice of a change to a regularly scheduled shift. Failure to provide proper notice will result in the employee being paid two (2) hours at regular straight time.
  - e) The employer will endeavour to provide four (4) hours notice in case of a shift cancellation. Failure to provide at least one (1) hour notice, the employee will be paid one (1) hour at one and one-half (1½) times her regular rate of pay.
- 10.05 Four (4) days off shall be scheduled every fourteen (14) days. In any two week period at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split.

- 10.06 Employees shall not be scheduled to work more than seven (7) consecutive days or four (4) consecutive days for employees working more than the normal shift. Any shifts worked in excess of the above would be paid at the appropriate overtime rate. By mutual consent, existing employees of the operating room who mutually agree to work more than seven (7) consecutive days may continue this practice with no penalty to the Hospital.
- 10.07 All authorized hours worked by an employee in addition to her regular shift shall be considered as overtime and shall be paid at time and one-half (1½) the employee's regular rate of pay for additional hours worked. Notwithstanding the foregoing, overtime will not be paid for additional hours worked either as a result of change in shift at the request of an employee or a change-over to daylight savings from standard time or vice-versa, a change in shift by two employees, the reporting period referred to in article 10.08 or any other provisions specifically dealt with elsewhere in this agreement.
- By mutual agreement, overtime at the rate of one and one-half (1½) the employee's regular rate of pay may be taken in cash or compensating time off at the rate of one and one-half (1½) times the employee's regular rate.
- 10.08 Notwithstanding other provisions of this article, it is understood that at the change of shift there will normally be additional unpaid time required for reporting which shall be considered to be part of the normal shift, for a period of up to fifteen (15) minutes, however, should the reporting period exceed fifteen (15) minutes the entire period shall be considered overtime.
- 10.09 When a nurse is on duty and authorized to attend any in service program or Hospital committee meetings within the hospital and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Hospital to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.
- 10.10 Where an employee notifies her supervisor that she will be unable or is unable to take a meal break due to the requirement of providing patient care, such an employee shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her daily shift.
- 10.11 An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period for the second shift. The Hospital further agrees to pay the employee a hot meal if the cafeteria is open or \$4.00 if the cafeteria is closed.
- 10.12 The Union and the Hospital agree to negotiate a job sharing agreement.
- 10.13 The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

#### ARTICLE 11 - HOLIDAYS

11.01 The following shall be recognized as paid holidays:

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

In addition there is a non-premium floating holiday. To be eligible for the floating holiday, an employee must have a minimum of six (6) months full-time service. Effective the 01 January, 1990, the Hospital will further recognize Easter Monday. It is understood that should the Government designate another Holiday, such holiday so designated would replace a floating holiday.

11.02 Where any of the above-mentioned holidays fall on an employee's regularly scheduled day off, she will receive an additional regular day off in lieu thereof at a mutually agreeable time within thirty (30) days immediately before or after the holiday. It is understood that employees normally working extended shifts receives Holidays based on seven and one-half (7 1/2) hours normal days.

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all scheduled hours worked on such holiday. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times seven and one-half (7½) hours, except for those employees which have a standard day of less than seven and one-half (7½) hours in which case holiday pay will be based on the lesser standard daily hours.

An employee required to work overtime hours on a Holiday shall receive two (2) times her regular straight time hourly rate for such additional hours worked on that Holiday.

11.03 In order to qualify for any of the above-mentioned holidays, an employee must have earned wages during the four work weeks immediately preceding the holiday and is required to work her scheduled shift immediately preceding and her scheduled shift immediately following the Holiday unless the employee provides reason to the satisfaction of the Hospital.

An employee who qualifies to receive pay for any holiday will not be entitled to receive sick pay in addition to holiday pay in respect of the same day.

11.04 All employees shall be available to work either Christmas or New Years. Christmas is defined as December 24th and 25th or 25th and 26th and New Years is defined as December 31st and January 1st.

Scheduling and overtime regulations may be waived between the pay period immediately preceding Christmas, and the pay period immediately following New Years, so that all nurses will receive a total of four (4) consecutive days off at either Christmas or New Years.

- 11.05 It is understood that a **Holiday** is the twenty-four (24) hour period starting with the 1900 hour shift (or 1930 in Chronic) on the day prior to the Holiday and ends at 1900 on the Holiday (1930 in Chronic).

## **ARTICLE 12 - LEAVES OF ABSENCE**

- 12.01 Leave of absence without pay aggregating not more than twenty (20) work days per year, may be granted to **employees** selected by the Union to attend Union conferences, seminars and professional related training courses provided that no more than one (1) employee is absent at any one time from any one unit. Such leave must be requested in advance to the Nurse Manager. Such leave, subject to the proper operation of the Department shall not be unreasonable denied.

Notwithstanding the above, leave of absence for more than twenty (20) days will be granted as required to all **employees** elected as Executive Board members and Executive Officers of the Union.

During such leave of absence the employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

- 12.02 The Hospital may grant a leave of absence without pay for personal reasons for a period of time not to exceed twelve (12) months provided that such leave may be arranged without undue inconvenience to the normal operations of the Hospital. Except in **emergencies**, written application for such leave must be made at least four (4) weeks in advance of such leave.

Upon returning from an extended leave, a nurse may be required to participate in an orientation period without pay. Once the nurse feels confident to return to her work without further orientation, she will return to her normal position.

- 12.03 When an employee is elected as the Union's President or First Vice-President (Provincially) the Union will immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence shall be granted from the employee's place of **employment** for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

- 12.04 Bereavement Leave  
An employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without **loss** of regular pay from regularly scheduled hours contiguous with the day of the funeral of a member of her immediate family.

Immediate family, for the purposes of this section, shall mean spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law. The Hospital will further provide one (1) day for a grandparent of spouse.



The Hospital, in its discretion, may extend such leave with or without pay. Furthermore, where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave.

## 12.05

Jury Duty

If an employee is required to serve as a juror in any court of law, or is required by subpoena to attend a court of law as a witness called on behalf of the Crown, or is required to attend a coroner's inquest in connection with a case concerning the Hospital, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work on the day of such duty, provided that the employee:

- a) informs the Employer immediately upon being notified that the employee will be required to attend court or the coroner's inquest;
- b) presents proof of service requiring the employee's attendance; and
- c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

It is further understood that any employee shall return to her duties at every opportunity during the period of time she is serving as a juror.

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Hospital, on her regularly scheduled day off or during her regularly scheduled vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay. If the Hospital fails to reschedule such employees, the Hospital shall arrange lieu time off work for all days the employees would otherwise be off work had it not been for the attendance at Court or the Coroner's Inquest.

## 12.06

Pregnancy/Parental Leave

- a) Such leave of absence shall be in accordance with the Employment Standards Act.
- b) An employee who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the total sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her average weekly hours in the last six (6) months.

- c) Effective date of ratification and approval from U.I.C. the supplemental benefit described above shall be extended to also cover ten (10) weeks of parenting leave when the mother is in receipt of U. ■ \_benefits.
- d) Employees newly hired to replace employees who are on approved maternity leave may be released and such release shall not be the **subject** of a grievance or arbitration. If retained by the **Hospital**, in a permanent position, the employee shall be credited with **seniority** from date of hire subject to successfully completing her probationary period.

12.07 Effect of Leave of Absence

**Employees** on leave of absence in excess of thirty (30) **calendar** days are not actively employed by the Hospital, and such time will not be counted in the calculation of **length** of service, seniority, annual vacations, sick leave, **Holidays** etc.

Notwithstanding this provision, seniority shall accrue during maternity leave or adoption leave, or for a period of eighteen (18) months if an employee is absent due to disability resulting in **WCB** or **LTD** benefits.

- 12.08 In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence, the **employee** must arrange with the Hospital to prepay the **full** premium of any applicable subsidized benefits in which she is participating for the period of absence in excess of thirty (30) continuous days to ensure continuous coverage.

12.09 Education Leave

- a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with the Hospital may be granted on written application by the nurse to the Director of Nursing or her designate. Requests for such leave will not be unreasonably denied.
- b) A nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which she is **enroled** which will upgrade their nursing qualifications.
- c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the **nurse's** employment at the Hospital may be granted at the discretion of the Hospital upon written application by the nurse to the Director of Nursing or her designate.
- d) The employee will be entitled to leave work one (1) hour before the scheduled start of the examination.
- e) Leave of absence without loss of regular earnings may be granted to any employee who is requested by the **Hospital** to attend a course of study, convention, or workshop **which**, in the opinion the Hospital, will improve or maintain the employee's qualifications and services.

- f) Nurses who are members of a committee pursuant to Reg. 518 of the Public Hospitals Act will suffer no loss of earnings for time spent during regular working hours for attending such committee meetings.

Where a nurse attends this committee meeting outside of regularly scheduled hours, she will be paid at her regular straight time hourly rate and such hours shall not be considered hours worked for the purposes of overtime.

### **ARTICLE 13 - JOB POSTING, PROMOTION AND TRANSFER**

Where the Hospital determines that a vacancy exists, or where the Hospital creates a new position in the bargaining unit, such vacancy shall be posted for a period of nine (9) calendar days.

Such posting will state the required qualifications.

- 13.01 Applications for such vacancies shall be made in writing within the nine (9) calendar day period referenced herein. Such application shall include an updated resume to be used by the Hospital to determine the employee's skill, ability, experience, and relevant qualifications.

- 13.02 Notwithstanding the above, the Hospital may fill at its own discretion vacancies caused by:

- a) illness;
- b) accident;
- c) vacation;
- d) other leave of absence not expected to exceed six (6) months;
- e) specific tasks not expected to exceed six (6) months.

- 13.03 In filling such temporary vacancies the Hospital shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the selection criteria as set out in Article 13.07.

Employees of the bargaining unit selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to her former position. Such employees shall continue to accrue seniority while filling a temporary vacancy. Where part-time employees fill temporary full-time vacancies such employees shall be considered regular part-time and shall be covered by the terms of the part-time nursing Agreement.

Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. If such employees successfully post into a permanent position within the bargaining unit, prior to the end of the temporary vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

- 13.04 Notice of vacancies under this article shall include, for informational purposes: department, classification, qualifications.

- 13.05 A copy of the posted notice will be sent to the local President or designate, within seven (7) calendar days.

- 13.06** The Hospital agrees to discuss with the unsuccessful applicants ways in which they can improve for future **postings**, if requested.
- 13.07** In filling posted vacancies the selection shall be made based on skill, **ability**, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 13.08** In matters of **promotion** and transfer, a successful bargaining unit applicant shall be allowed a trial period of forty-five (45) days worked (or **337.5** hours for those employees working a longer than regular day) during which the **Hospital** will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to her former job, the filling of subsequent vacancies will be reversed.
- 13.09** The employee's anniversary date shall be adjusted.
- 13.10** An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to twelve (12) months from her date of selection.
- 13.11** When a new classification in the bargaining unit is established determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through negotiation or by Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

#### **ARTICLE 14 - AMBULANCE ESCORT**

- 14.01** Where a nurse is assigned to provide patient care for a patient in transit, the following will apply:
- a) Where the nurse performs such duties during her regular shift, she shall be paid regular rate of pay.
  - b) Where a nurse **performs** such duties outside her regular shift or on a **scheduled** day off, she shall be paid the appropriate overtime rate.
  - c) Where such duties extend beyond their regular shift, the Hospital will not require an **employee** to return to regular duties at the Hospital without at least eight **(8)** hours of time off. Where such time off extends into their next regularly scheduled shift they will maintain their regular earnings for that full shift.

- d) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the hospital or to such other location agreed upon between the Hospital and the nurse will be paid at straight time or at appropriate overtime rates, if applicable under Article 10.07. It is understood that the nurse shall return to the hospital or to such other location agreed upon between the Hospital and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital will establish with the nurse arrangements for return travel.
- e) The employee shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

#### **ARTICLE 15 - PREPAID LEAVE**

- a) Purpose  
The Pre-Paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part- LXVIII of the Income Tax Regulations, section 6801 (as may be amended from time to time).
- b) Application  
Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources, at least six (6) months prior to the intended commencement date of the salary deferral portion of the pre-paid leave plan. Such application will outline the reason the leave is being requested. Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose, seniority shall govern. The employee will be informed of the disposition of her application as soon as is reasonably possible after the closing date for applications.
- c) The total number of employees that may be accepted into the Pre-paid Plan in any one plan year as defined above, shall be one (1) per unit.
- d) Nature of Final Agreement  
Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital, authorizing the Hospital to make the appropriate deductions from the employee's pay. The agreement will also include:
  - a) A statement that the employee is entering the plan in accordance with Article 15 of the Collective Agreement.
  - b) The period of salary deferral and the period for which the leave is requested.
  - c) The manner in which the deferred salary is to be held.

The letter of application to enter the plan will be appended to, and form part of, the written agreement

e) Deferral Plan

The deferral portion of the plan shall involve an employee **spreading** four (4) years' salary over a five (5) year period. During the four **(4)** years of salary deferral, 20% of the employee's gross **annual** earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan.

f) Deferred Earnings

The manner in which the deferred salary is held shall be at the discretion of the Hospital. The employee will be made aware, in advance of having to sign any formal agreement, of the manner of holding such deferred salary. Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with Part **LXVIII** of the Income Tax Regulations, section 6801.

g) Health and Welfare Benefits

All benefits shall be kept whole during the deferral period of the plan.

Employees will be allowed to participate in health and welfare benefits plans during the year of the leave, but the full cost of such plans will be borne by the employees. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

Notwithstanding the above, employees will not be eligible to **participate** in the **disability** income plan during the year of leave.

h) Seniority and Service

During the year of the leave, seniority shall continue to accumulate. Service for the purposes of vacation and salary **progression** and other benefits will be retained but will not **accumulate** during the period of the leave.

i) Assignment on Return

On return from leave, a participant will be assigned to her former position unless **it** is no longer available. In such a case the employee will be given a comparable job, **if** possible, or the layoff provisions will be applied.

j) Withdrawal Rights

1) A participant may withdraw from the plan at any time up to a date three **(3)** months prior to the commencement of the leave. Deferred salary, and accrued interest will be returned to the participant within a reasonable period of time.

2) On Leaving Employment

If a participant resigns, or is terminated, **prior** to the commencement of the leave, deferred salary plus interest will be returned to the **participant** within a reasonable period of time. In **the** event of the death of the participant, such funds will be paid to the participant's estate.

k) Replacement Employees

The Hospital will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outline din this article section "j".

l) Plan Year

The year for the purposes of the plan shall be from September 1 of one year, to August 31, of the following year.

m) Status of Replacement Employees

Only the original vacancy resulting from an absence due to pre-paid leave will be posted.

Employees in this bargaining unit selected to fill vacancies resulting from replacing an employee on a pre-paid leave need not be considered for other vacancies while replacing such employee. Upon completion of the leave, the replacing employee will be returned to her former position, and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do Post into permanent positions they will be credited with seniority From their last date of hire. The release or discharge of such employees will not be subject of a grievance or arbitration.

**ARTICLE 16 - BULLETIN BOARDS**

- 16.01 The Hospital shall provide space in the staff lounge for the Union to erect a bulletin board in order for the Union to post union notices. Such notices must be signed by the Director of Human Resources.

**ARTICLE 17 - VACATIONS**

- 17.01 All employees shall receive vacation with pay based on length of full-time continuous service as follows:

Employees who have completed less than one (1) year of continuous service as of January 1st of each year, shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for employees whose regular hours of work are more than the standard work day) for each completed month of service with pay in the amount of 6% of gross salary for work performed.

Employees shall receive three (3) weeks vacation (112.5 hours pay for nurses whose regular hours of work are more than the standard work day) after one (1) year of continuous service as of January 1st of each year, and four (4) weeks vacation (150 hours pay for nurses

whose regular hours of work are more than the standard work day) after three (3) years of continuous service as of January 1st of each year.

All employees shall receive five (5) weeks vacation (187.5 hours pay for nurses whose regular hours of work are more than the standard work day) after seventeen (17) of continuous years service as of January 1st of each year.

As of January 1 1990, all employees shall receive five (5) weeks vacation (187.5 hours pay for nurses whose regular hours of work are more than the standard work day) after fifteen (15) years of continuous service as of January 1st of each year and six (6) weeks vacation (225 hours pay for nurses whose regular hours of work are more than the standard work day) after twenty-five (25) years of continuous service as of January 1st of each year.

- 17.02 Where an employee's vacation is interrupted due to serious illness or injury requiring the employee to be an **in-patient** in a hospital or ruled to be serious in the opinion of the Hospital doctor, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an **in-patient** in a **hospital**, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

- 17.03 Notwithstanding the above, should an employee terminate with less than two (2) weeks notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

- 17.04 Employees must notify their Nurse Manager by April 1st of each year of their vacation preference. In **scheduling** vacations, every consideration will be given to the employee's preference. The scheduling of vacation will be done on the basis of efficient operation of the unit. Where the preference of employees in a unit conflict as to the time period, then bargaining unit seniority shall govern.

- 17.05 During the period from June 15th to September 15th which is considered to be "prime time", employees will not be scheduled for vacation periods in excess of **two** (2) weeks duration. This will not preclude the Employer from scheduling more than two (2) weeks where possible. Such scheduling will endeavour to give a fair opportunity to all employees to receive vacation during the said "prime time". The Hospital will advise the employee in writing of the decision by April 30th.

- 17.06 All unused vacations as of December 15th of each year shall be lost unless the employee could not use her vacation because of the inability of the Hospital to schedule such vacations. Furthermore, an employee may request to carry over some vacation provided that the employee provides a reason satisfactory to the Hospital and make written request to the Director of Human Resources prior to September 1st of each year.



- 17.07 Subject to Article 17.03 if the **employee** leaves the employee of the Hospital prior to the vacation period, all unused vacation credits shall be paid them by cheque on termination.

#### **ARTICLE 18 - GROUP LIFE INSURANCE PLAN**

- 18.01 The Hospital will provide for HOOGLIP or other equivalent group life insurance plans. The Hospital further agrees to contribute the full premiums for all eligible employees in the active employ of the Hospital on the eligibility conditions set out in the Agreements.

#### **ARTICLE 19 - SICK LEAVE AND LONG TERM DISABILITY**

- 19.01 The Hospital shall provide a short-term sick leave plan at least equivalent to that described in the 1982 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.
- 19.02 The Hospital will pay **seventy-five** percent (75%) of the billed premium towards coverage of eligible employees under the long term disability plan (HOODIP or equivalent); employees shall pay the balance of the billed premiums through payroll deduction.
- 19.03 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 19.04 For employees whose regular hours of work are more than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of **562.5** hours. All other provisions of the existing plan shall apply mutatis mutandis.
- 19.05 This Plan is governed by the Plan Text. This Plan Text is available for viewing at the Human Resources Office.
- 19.06 Any dispute which may arise concerning an employee's entitlement to short-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 19.07 Where an **employee**, with accumulated sick leave credits remaining, is prevented from working for the Hospital because of an occupational illness or accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the **employee**, will supplement the award made by WCB for loss of wages to the employee by such amount that the award of the W.C.B. for loss of wages, together with the supplementation of the Hospital, will equal one hundred (100) percent of the employee's net earning to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.
- When an employee has completed half of her regular shift prior to going on sick leave benefits, the nurse shall be paid for the balance of the shift at the nurse's regular straight time hourly rate.
- 19.08 Absences due to pregnancy related illnesses shall be considered as sick leave under the sick leave plan provided that a nurse provides the Hospital's Doctor with a certificate form her doctor attesting

to the sickness.

#### **ARTICLE 20 - DENTAL PLAN**

- 20.01 The Hospital shall implement a Blue Cross Plan #9 (or its equivalent) based on 1990 ODA fee schedule. The Hospital shall pay **seventy-five** percent (75%) of the **monthly** premium rates on behalf of active employees, the balance being **paid** by participating employees through payroll deduction. Employees will be **enroled** in the existing **Plan** in accordance with the terms and conditions of the Plan.

#### **ARTICLE 21 - EXTENDED HEALTH CARE**

- 21.01 The Hospital shall contribute on behalf of each eligible employee **seventy-five** percent (75%) of the billed premium under the Extended Health Care Plan (Blue Cross \$10-20) plan including hearing aids with a maximum of **\$300.00** per person and vision care with a maximum of **\$90.00** every 24 months per person,, or its equivalent) provided the balance of the monthly premium **is** paid by employees through payroll deduction (subject to appropriate Union and employer recruitment).
- 21.02 Semi Private  
The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross **Semi-Private** Plan or comparable coverage with another carrier.

#### **ARTICLE 22 - CHANGE OF CARRIER**

- 22.01 **It** is understood that the Hospital **may** at any time substitute another carrier for any Plan (other than **OHIP**) provided the benefits are equivalent and are neither reduced or increased. The Hospital shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.
- 22.02 Divisible Surplus  
The parties agree that any surplus, credits, refunds or reimbursements excluding sick leave and/or pension credits, under whatever name accrue to and for the benefit of the Hospital.

#### **ARTICLE 23 - SALARIES**

- 23.01 The salaries for the classifications of **registered** or **graduate** nurses shall be set out in schedule A attached **hereto**. **Further**, the employer shall pay its employees every two (2) weeks.
- 23.02 **New** employees hired after April 1, 1991 claiming related experience, if any, shall do so in writing within seven (7) calendar days of hiring. The employee shall provide the Hospital with proof of experience. The Hospital will credit the employee with one (1) increment on the salary scale for every year of recent, related full-time hospital experience, (or part-time based on fifteen hundred (1500) hours equals one (1) year full-time) as determined by the Hospital, obtained within the previous eight (8) years prior to the hiring of the employee, to a maximum of start at step 06.

- 23.03 An employee will move up into the next increment on their anniversary date until she has reached the maximum of the classification.

#### **ARTICLE 24 - SHIFT PREMIUM**

- 24.01 a) Employees shall be paid a shift premium of **seventy-five cents (75¢)** per hour effective April 1, 1991, for each hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium will not form part of the employee's straight time hourly rate. It is understood that the normal day shift is 0700 hours to 1500 hours.
- b) Effective April 1, 1992, employees shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked on the evening shift and one dollar and **twenty-five cents (\$1.25)** per hour for each hour worked on the night shift.
- 24.02 Effective April 1, 1991, an employee shall be paid a weekend premium of **ninety-five cents (95¢)** per hour for each hour worked on a scheduled shift between 1900 hours on Friday and 1900 hours on Sunday (1930 hours to 1930 hours for Chronic). Effective April 1, 1992, the weekend premium rate shall be one dollar and **thirty-five cents (\$1.35)** per hour.

#### **ARTICLE 25 - CALLBACK**

- 25.01 Where an employee has completed her regularly scheduled shift and left the hospital and is called in to work outside her regularly scheduled working hours, or where an employee is called back from stand-by, she shall receive time and one-half (1 ½) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 ½) her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half (1 ½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.
- 25.02 With mutual agreement, employees may receive compensating leave in lieu of pay at callback rate or receive pay at callback rate.

#### **ARTICLE 26 - STANDBY**

- 26.01 a) An employee required to standby or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of two dollars and fifty cents (\$2.50) per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay.
- b) An employee required to standby or remain available for call-back duty on a **holiday** as defined in Article 11, shall be paid at the rate of **two dollars** and sixty cents (\$2.60) per hour of standby time. Effective April 1, 1992, the **standby** rate on holidays shall be three dollars (\$3.00) per hour of standby.
- 26.02 Purchase and maintenance of alerting devices used by the employee for "standby" and "**call-in**" procedures shall be the **responsibility**

of the Hospital only.

#### **ARTICLE 27 - TRANSPORTATION ALLOWANCE**

- 27.01 When an employee on standby is required to travel to the Hospital, or to return to her home, as a result of being called back to work outside of her regularly scheduled hours, the Hospital will reimburse transportation costs either by taxi or by her own vehicle at the rate of **twenty-seven cents (27¢) per km**, effective date of ratification, or taxi fare to a maximum of five dollars (\$5.00) per trip or such greater amount that the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare. Effective April 1, 1992, the transportation allowance shall increase to **twenty-eight cents (28¢) per km**.

#### **ARTICLE 28 - RESPONSIBILITY PAY**

- 28.01 Where the Hospital assigns an employee to temporarily perform the duties and assume the responsibilities of a **higher paying** classification in or out of the bargaining unit, for **one full shift** or more, they shall be paid a premium of **seventy-five (75) cents** an hour for the duration of the assignment.
- 28.02 Whenever an employee is assigned additional responsibility to **direct**, supervise or oversee work of nurses, and/or be assigned **overall** responsibility for **patient** care on the unit, ward, or area, for a tour of duty, she shall be paid a premium of **sixty (60) cents** per hour, effective date of ratification, in addition to her regular salary and applicable premium allowance.

#### **ARTICLE 29 - LETTERS OF REPRIMAND**

- 29.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.
- 29.02 Each employee shall have reasonable access to her file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer. A copy of the evaluation will be provided to the employee at her request.
- An employee shall have the right to respond, in writing, to letters of reprimand, suspensions, evaluations, or formal disciplinary notations filed against her.

#### **ARTICLE 30 - HEALTH AND SAFETY COMMITTEE**

- 30.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- 30.02 Recognizing its responsibilities under the **applicable** legislation, **the Hospital** agrees to accept as a member of its Joint Health and Safety Committee five (5) representatives selected or appointed by

the Union from amongst all of OPSEU's bargaining units.

- 30.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- 30.04 The Hospital agrees to co-operate **reasonably** in providing necessary information to enable the Committee to **fulfil** its functions.
- 30.05 Meetings shall be held every second month or more frequently at the call of the chair, **if** required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 30.06 Any representative appointed or selected in accordance with 31.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such **representative(s)** to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing, shall be granted and any **representative(s)** attending such meetings during their regularly **scheduled** hours of work, shall not lose regular earnings as a result of such attendance.
- 30.07 The Union agrees to obtain the full cooperation of its membership in the observation of all safety rules and practices.

#### **ARTICLE 31 - PENSION**

- 31.01 All present employees in the Hospital's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

#### **ARTICLE 32 - PYRAMIDING**

- 32.01 Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium payment hours under more than one provision. In such circumstances the highest premium will be applied. The provision of this clause will not negate any entitlement to shift premium, callback and standby.
- 32.02 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

#### **ARTICLE 33 - GENERAL**

- 33.01 Where the feminine gender is used in this Agreement, **it** is agreed that the masculine gender shall also be construed in the application and interpretation of this Agreement.



**ARTICLE 34 - PRINTING OF COLLECTIVE AGREEMENT**

34.01 The Hospital and the Union will share equally the cost of printing the Collective Agreement.

**ARTICLE 35 - RETROACTIVITY**

35.01 All rates for all hours paid for all hours worked by active employees at regular rate will be paid retroactive to April 1, 1991.

**ARTICLE 37 - TERM OF AGREEMENT**

37.01 This Agreement shall be effective as of date of ratification or award and shall continue in effect until the 31st day of March, 1993, and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing at least thirty (30) days prior to, but not more than sixty (60) days prior to the expiry date of this Agreement that it intends to amend or terminate this Agreement.

**SIGNED ON BEHALF OF HOTEL  
DIEU HOSPITAL (CORNWALL)**

**SIGNED ON BEHALF OF ONTARIO  
PUBLIC SERVICE EMPLOYEES UNION**

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**SCHEDULE "A" - SALARY RATES****Monthly and Hourly Wage Rates**  
**(Based on 37.5 hour work week)****Classification - Registered Nurse**

	<b><u>Previous Rates</u></b>	<b><u>Apr. 1/91</u></b>	<b><u>Oct. 1/91</u></b>	<b><u>Apr. 1/92</u></b>
Start	2739.75 (16.86)	2732.17 (16.81)	2732.17 (16.81)	2732.17 (16.81)
Step 01	2886.00 (17.76)	2877.67 (17.71)	2877.67 (17.71)	2877.67 (17.71)
Step 02	2929.87 (18.03)	2941.67 (18.10)	2941.67 (18.10)	3000.00 (18.46)
Step 03	2983.50 (18.36)	3083.33 (18.97)	3083.33 (18.97)	3166.67 (19.49)
Step 04	3056.62 (18.81)	3208.33 (19.74)	3250.00 (20.00)	3333.33 (20.51)
Step 05	3116.75 (19.18)	3333.33 (20.51)	3375.00 (20.77)	3500.00 (21.54)
Step 06	3185.00 (19.60)	3458.33 (21.28)	3500.00 (21.54)	3708.33 (22.82)
Step 07	3259.75 (20.06)	3583.33 (22.05)	3666.67 (22.56)	3916.67 (24.10)
Step 08	3308.50 (20.36)	3708.33 (22.82)	3833.33 (23.59)	4125.00 (25.38)
Step 09	3358.87 (20.67)	3833.33 (23.59)	4000.00 (24.62)	4333.33 (26.67)

**Graduate Nurse**

16.29

A graduate nurse in the employ of the Hospital upon presenting proof of current certification by the College of Nurses of Ontario shall be given the salary of the Registered Nurse effective the date the nurse presents proof of successfully passing the certification examination to the Director of Nursing or designate.

A Registered Nurse who fails to provide current certification by February 15th of each year shall be paid the salary of a Graduate Nurse until the nurse provides such proof. The Nurse will then be returned to the rate she enjoyed prior to February 15th from the date she provided this information to the Director of Nursing or designate.

**LETTER OF UNDERSTANDING #1**

Based on the Union's assertion that the Hospital's current practice allows for fifty-six (56) consecutive hours off work during the period following the completion of the Friday night shift, the Hospital will endeavour to continue this practice. Should this result in unforeseen difficulties to the Hospital's scheduling, the parties agree to negotiate appropriate language at the next round of negotiations.

**FOR THE UNION**

**FOR THE HOSPITAL**

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dated at Cornwall, Ontario, on this      day of      , 199



LETTER OF UNDERSTANDING #2

HEALTH AND SAFETY COMMITTEE

It is understood that the Union agreed to Article 30.02 with the understanding that the other Bargaining Units are in agreement. Otherwise, the parties agree to renegotiate this article.

FOR THE UNION

FOR THE HOSPITAL

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dated at Cornwall, Ontario, on this      day of      , 199