

SOURCE	Hosp
EFF.	03/04/01
TERM.	916033)
No. OF EMPLOYEES	102
NOMBRE D'EMPLOYES	102

COLLECTIVE AGREEMENT

BETWEEN

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

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 474
 (hereinafter referred to as the "Union")

PART-TIME
 Nurses

SECTOR 10

Expiration: March 31, 1996

JUN 27 1995

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COLLECTIVE AGREEMENT

between

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

and

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS PART-TIME LOCAL 474 (NURSES)**
(hereinafter called the "Union")

ARTICLE 1 - RECOGNITION, PURPOSE AND 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 regularly employed for not more than thirty-two (32) hours per week and students employed during school vacation period save and except Nurse Managers, persons above the rank of Nurse Managers, Assistant Director of Staff Development, and Clinical Specialists.
- 1.03 A regular part-time nurse is a nurse *who* regularly works less than thirty-two (32) hours per week and who makes a commitment to be available for work on a regular predetermined basis.
- 1.04 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, retire at 65, 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.

ARTICLE 5 - CHECK OFF

- 5.01 The Hospital will deduct from every union member of the Bargaining Unit an amount equivalent to the current dues ~~as~~ indicated by the Union, in writing. 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.
- 5.02 The employer agrees, that should negotiations result in retroactive payment of salary increases, the employer will deduct the amount of dues required by Article 5.01 of the Collective Agreement, at the time the deduction ~~is~~ made.

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 full-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 **so** spent in performing the above duties during her regular scheduled working hours.

6.04 A Union/Management Committee shall be established consisting of four **(4)** representatives of the full-time and part-time nurses bargaining units and four **(4)** 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 or vice-versa 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 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 supervisor within fourteen (14) 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 Director of Human Resources or designate. A meeting will then be held between the Director of Human Resources 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 shall attempt to agree upon such 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.

ARTICLE 9 - SENIORITY

- 9.01 Newly hired employees shall be considered to be on probation for a period of four hundred and fifty **(450)** hours from date of last hire. 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 four hundred and fifty **(450)** hours or such lesser period **as** may be agreed by the parties. It **is** understood that Casual or temporary employees do not accumulate seniority. The release of a probationary employee shall not be the subject of a grievance or arbitration.

Upon signing an agreement:

- a) The employer shall post a seniority ~~list~~ by October 1, 1990.
- b) The employees shall direct comments to the Human Resources office and/or to the ~~member(s)~~ of the Joint Committee, which shall consist of two (2) representatives from the Union, and two (2) members of the Hospital. Such comments must be given in writing, and be received no later than November 1, 1990.
- c) The Committee shall meet to arrive at a mutual agreement based on current and past practices.
- d) The parties will not have access to the arbitration process during the life of this agreement.
- e) The final list will be posted by December 1, 1990.

9.02 The Hospital will maintain a seniority list showing the accumulated hours worked by the regular part-time nurses. The list will be revised every ~~six~~ (6) months and posted on April 1st and October 31st of 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 deemed accurate.

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. Any time worked in excess of an equivalent shall be pro-rated to the closest month at the time of the transfer.

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.

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 twenty-four **(24)** 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 fourteen (14) 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 twenty-four **(24)** months or length of seniority whichever is smaller.

9.06 Layoff and Recall (Applicable to Regular Part-time Only)

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.
- v) The Hospital will notify H.T.A.P. of upcoming layoffs at the same time as the Union *is* provided notice from the Hospital.

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 lay off employees in the reverse order of 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 twenty-four **(24)** 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 paying classification without training other than orientation. Such employee so displaced shall be laid off, subject to her rights under this section.

9.07

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 other than orientation, 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.

It is understood that an employee who accepts a severance package will forfeit his/her right to recall.

9.08 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.

9.09 The Hospital shall notify the employee and the local union president 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.

9.10 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.

9.11 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 a) The normal shift shall be seven and one-half (7½) 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.

- b) During unpaid half hour meal period, employees may leave the premises. It is agreed that an employee must first advise a person in charge prior to and upon return.
- c) All hours worked in excess of seventy-five (75) hours in a two (2) week period shall be paid at the rate of time and one-half (1½) her/his regular straight time hourly rate.

10.02 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.

- 10.03
- a) (i) 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. It is understood that additional shifts offered to part-time employees does not constitute a change in schedule for the purposes of this article.
 - (ii) The Hospital endeavours to distribute additional shifts as equitably as possible to the part-time registered nurses in the nursing units.
 - 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 shall provide employees two (2) weekends off out of every four (4) weekends. (Unless mutually agreed upon by two (2) employees to change their posted schedule.) It is understood that a weekend consists of fifty-six (56) consecutive hours of work during the period following the completion of the Friday shift until the commencement of the Monday shift.
 - d) A period of eleven and three quarter (11 3/4) hours off shall be scheduled between shifts.

- 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 ($1\frac{1}{2}$) times her regular rate of pay.
- f) A period of eleven and three-quarters ($11\frac{3}{4}$) hours off shall be scheduled between a change of shifts. Failure to provide the above, the employee will be paid one and one-half ($1\frac{1}{2}$) times her/his regular rate of pay for all hours worked, unless two (2) employees mutually agree to change their posted schedule.

The Hospital will further endeavour to schedule forty-eight (48) hours off following night duty. This will exclude additional shifts or shifts exchanged by mutual agreement.

- 10.04 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.
- 10.05 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.
- 10.06 **All** authorized hours worked by an employee in addition to her regular shift (or extended shift) **shall** be considered **as** overtime and shall be paid at time and one-half ($1\frac{1}{2}$) 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 10.07 or any other provisions specifically dealt with elsewhere in this agreement.
- 10.07 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.

- 10.08 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.
- 10.09 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 ($1 \frac{1}{2}$) her regular straight time hourly rate for all time worked in excess of her daily **shift**.
- 10.10 An employee who works a second full shift in any twenty-four (24) hour period 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.
- 10.11 The Union and the Hospital agree to negotiate a job sharing agreement.
- 10.12 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 An employee required to work on any of the designated holidays listed in the full-time nursing collective agreement shall be paid at the rate of time and one-half ($1 \frac{1}{2}$) her regular straight time rate of pay for all hours worked on such holiday.

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.

11.02 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.

11.03 It is understood that a Holiday is the twenty-four (24) hour period starting with the 2300 hours on the day prior to the Holiday and ends at 2300 hours on the Holiday..

ARTICLE 12 - LEAVES OF ABSENCE

(Applicable to Regular Part-time Only)

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 department. 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 without **loss** of seniority or service 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.

It is agreed that an employee ~~is~~ entitled to an additional unpaid day to attend a spring interment of a family member.

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.

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, the employee shall be paid her regular straight time rate of pay for the number of hours in court proceedings. It is understood that these hours will not be considered as worked hours for the purposes of overtime.

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.I. 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 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.

12.08 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

13.01 a) 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.

b) 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.

c) An employee may make a written request for transfer by advising the employer and filing a request for transfer form indicating her name, qualifications, experience, present area of assignment, seniority, and requested area of assignment. A request for

transfer shall become active as of the date it is received by Human Resources and shall remain so until December 31st of that year. Such request will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

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 Employees shall be selected for positions under either 13.01 b) or c) above, on the basis of 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 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 the date of selection.
- 13.10 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 assigned shift, she shall be paid regular rate of pay. Where the employee continues to perform such duties in excess of her assigned shift, she shall be paid the appropriate overtime rate.
 - b) Where such duties extend beyond her 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.

- c) 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 employee will be paid at straight time or at appropriate overtime rates, if applicable under the overtime article. It is understood that the nurse shall return to the hospital or to such other location agreed upon between the Hospital and the employee 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 employee, the Hospital will establish with the employee arrangements for return travel.
- d) 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

15.01 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 determined by the Hospital.

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 outlined in 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 regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their **gross** salary for work performed in the preceding year. Equivalent years of service shall be calculated on the basis **of** one (1) year of service for each fifteen hundred (1500) hours worked.

Three (3) weeks	- six percent (6%)
Four (4) weeks	- eight percent (8%)
Five (5) weeks	- ten percent (10%)
Six (6) weeks	- twelve percent (12%)

Vacation pay shall be distributed to all part-time employees **no** later than the last Thursday in June.

17.02 Should an employee terminate with less than two (2) weeks notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

17.03 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.

17.04 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.

ARTICLE 18 - PERCENTAGE IN LIEU OF BENEFITS

18.01 Subject to Article 27 Pension, a part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement

leave, and maternity supplemental unemployment benefits) an amount equal to thirteen percent (13%) of her regular straight time hourly rate for all regular straight time hours worked.

ARTICLE 19 - SALARIES

- 19.01 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.
- 19.02 New regular part-time 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 within thirty (30) days. 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.
- 19.03 A regular part-time employee will move up into the next increment on completion of every fifteen hundred (1500) hours worked until she has reached the maximum of the classification.

ARTICLE 20 - SHIFT PREMIUM

- 20.01 a) Employees shall be paid a shift premium of seventy-five cents (75¢) per hour 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) 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.
- 20.02 An employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) 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).

ARTICLE 21 - CALLBACK

- 21.01 A regular part-time employee who has completed her commitment to the Hospital and is called to work on the same day *after* leaving the Hospital premises and outside of her regular scheduled hours, shall be paid a minimum of no less than four **(4)**hours' pay at time and one-half (1 1/2) her regular straight time hourly rate for work performed on each call-in.
- 21.02 With mutual agreement, employees may receive compensating leave in lieu of pay at callback rate or receive pay at callback rate.

ARTICLE 22 - STANDBY (Applicable to Regular Part-time Only)

- 22.01 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 **three** dollars (\$3.00) per hour of standby time.
- 22.02 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 23 - TRANSPORTATION ALLOWANCE (Applicable to Reg. Part-time Only)

- 23.01 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-eight cents (**28¢**) 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.

ARTICLE 24 - RESPONSIBILITY PAY/CHARGE PAY**24.01 Responsibility Pay**

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.

24.02 Charge Pay

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 25 - LETTERS OF REPRIMAND

25.01 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.

25.02 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.

ARTICLE 26 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

26.01 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.

26.02 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.

- 26.03 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.
- 26.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- 26.05 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.
- 26.06 Any representative appointed or selected in accordance with 26.02 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.
- 26.07 The Union agrees to obtain the full cooperation of its membership in the observation of **all** safety rules and practices.

ARTICLE 27 - PENSION

- 27.01 All part-time employees who qualify under the Hospital of Ontario Pension Plan may join the plan at their discretion. It is understood that Hospital contribution to the pension plan is included in Article 18, should a part-time employee join the pension plan, the percentage in lieu of benefits will be reduced by 3.9%.

ARTICLE 28 - PYRAMIDING

- 28.01 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.

28.02 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 29 - GENERAL

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

ARTICLE 30 - PRINTING OF COLLECTIVE AGREEMENT

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

ARTICLE 31 - RETROACTIVITY

31.01 All rates for all regular hours worked by employees at regular rate will be paid retroactive to April 1, 1993.

ARTICLE 32 - PROFESSIONAL RESPONSIBILITY

32.01 In the event that the Hospital assigns a number of patients or a workload to an individual employee or a group of employees such that she or they have just cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:

- a) i) Complain in writing to the **Labour/Management** Committee within fifteen (15) calendar days of the alleged improper assignment. The president of the union or her/his designate shall convene a meeting of the **Labour/Management** committee within fifteen (15) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the **Labour/Management** Committee, the complaint shall be forwarded to an

independent Assessment Committee composed of three (3) registered nurses: one chosen by the Union, one chosen by the Hospital, and one chosen from an panel of independent registered nurses who are well respected within the profession. The independent registered nurse shall act as a chairperson,

iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Committee shall report its findings, in writing, to the parties within thirty (30) days of its hearing.

b) i) The list of the Assessment Committee Chairperson is as follows:

Cain-Roy, Arleen
 Edwards, Shari
 Gay, Shirley Elizabeth
 Goddard, Carol-Ann
 Langdon, Joyce
 Manley, Carolyn

ii) The Chairperson will be selected from this alphabetical listing. The name to be provided will be the top name on the list who has not been previously assigned. Should the Chairperson who is scheduled to serve decline when requested, the next person on the list will be approached to act as Chairperson.

iii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This Agreement shall be effective as of date of ratification or award and shall continue in effect until the 31st day of March, 1996, 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.

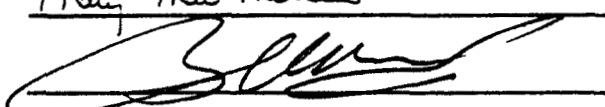
It is further understood that should there be changes to the Social Contract Act which would allow for a salary change, the parties agree to resume negotiations on the salary schedule only. If unable to resolve such salary negotiations, the parties would proceed to interest arbitration.

SIGNED ON BEHALF OF HOTEL DIEU HOSPITAL (CORNWALL)

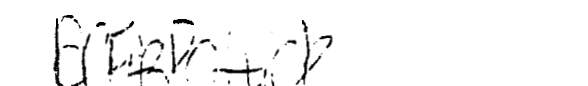
SIGNED ON BEHALF OF THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Laurie Ritchie

Mary Ann Hillier



Dick McDowell



Billy Smith

Linda Longstaff

Darryl Lyette

G. Head

Diane Baird

Audie Belle

F. Upsham

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

	<u>Apr. 1/93</u>	<u>Jan. 1/94</u>	<u>Jan. 1/95</u>	<u>Jan. 1/96</u>
Start	2778.75 (17.10)	2824.25 (17.38)	2869.75 (17.66)	2915.25 (17.94)
Step 01	2925.00 (18.00)	2970.50 (18.28)	3016.00 (18.56)	3061.50 (18.84)
Step 02	3046.88 (18.75)	3092.38 (19.03)	3137.88 (19.31)	3183.38 (19.59)
Step 03	3214.25 (19.78)	3259.75 (20.06)	3305.25 (20.34)	3350.75 (20.62)
Step 04	3380.00 (20.80)	3425.50 (21.08)	3471.00 (21.36)	3516.50 (21.64)
Step 05	3547.37 (21.83)	3592.88 (22.11)	3638.38 (22.39)	3683.88 (22.67)
Step 06	3755.38 (23.11)	3800.88 (23.39)	3846.38 (23.67)	3891.88 (23.95)
Step 07	3963.38 (24.39)	4008.88 (24.67)	4054.38 (24.95)	4099.88 (25.23)
Step 08	4171.38 (25.67)	4216.88 (25.95)	4262.38 (26.23)	4307.88 (26.51)
Step 09	4381.00 (26.96)	4426.50 (27.24)	4472.00 (27.52)	4517.50 (27.80)
<u>Graduate Nurse</u>	2694.25 (16.58)	2739.75 (16.86)	2785.25 (17.14)	2830.75 (17.42)

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

between

HOTEL DIEU HOSPITAL

and

O.P.S.E.U. Local 474

ETHICS AND VALUES COMMITTEE

The parties agree that the issues raised during bargaining dealing with the Ethics and Values Committee will be discussed at a labour/Management Committee. Such discussions will focus on developing suggestions on improving access for Registered Nurses to bring concerns as expeditiously as possible to the Ethics and Values Committee.

FOR THE UNION

FOR THE HOSPITAL

[Signature]

Shelley Smith

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Dated at Cornwall, Ontario, on this 26th day of January, 1994 5

[Signature]

[Signature]

JOB SHARING AGREEMENT

We, _____ and _____ agree to the following conditions:

1. The position involved in a job sharing agreement will be maintained as a full-time position in the Hospital staffing compliment.
2. The job sharers shall meet all commitments to primary nursing care plan if applicable.
3. a) The job sharers shall cover each other's short term absences including vacation and illnesses, if possible. The Nurse Manager or her delegate must be notified if the partner is unable to cover. Job sharers are not required to cover for her partner in the case of prolonged or extended absences.
 b) In the event that one member of the job sharing agreement goes on a long term leave of absence, such temporary vacancy will be filled in accordance with the Collective Agreement.
4. Any additional shifts which become available will first be offered to regular part-time employees before being offered to the job sharers.
5. Job sharers shall be classified as part-time employees subject to the applicable percentage in lieu of benefits clause. Should either of the job sharers decide to join the pension plan, subject to its terms, the percentage in lieu will be further reduced in accordance with the Collective Agreement.
6. The full-time job sharer will be paid all vacation owing upon transfer to a part-time status. Upon return to a full-time position, the former job sharer will start accumulating vacation from that date.
7. If the part-time job sharer resigns or wishes to terminate her job sharing arrangement for any reason, the full-time job sharer shall return to a full-time rotation unless a replacement partner can be found. If the full-time job sharer resigns, the full-time position shall be filled in accordance with the job-posting procedure of the Collective Agreement.
8. In the event of a cancellation of shifts due to low patient census, the job sharing position will be treated as a full-time position.
9. The Hospital or either party of the job sharing arrangement may cancel the job sharing arrangement upon four (4) weeks notice.
10. Any transfer between full-time to part-time or vice-versa will be done in accordance with article 9.03 of the Collective Agreement.

Employee #1 (full-time)

Date

Employee #2 (part-time)

Date

Witness

Date