

COLLECTIVE AGREEMENT

BETWEEN

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

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

**AND IT'S LOCAL 474
(hereinafter referred to as the "Union")**

**Full-Time & Part-Time
Nurses**

SECTOR 10

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

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND IT’S LOCAL 474
(hereinafter referred to as 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 employee covered by this Agreement; to provide 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, Employee Health Nurse, Assistant Director of Staff Development and Clinical Specialists, and students employed during the school vacation period.
- 1.03 A regular part-time nurse is a nurse who regularly works less than thirty-two (32) hours per week and makes a commitment to be available for work on a regular predetermined basis.
- 1.04 A casual nurse shall be removed from the casual list and deemed terminated if she has not worked in a consecutive six (6) month (180 day) period.

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 practiced by either party with respect to any employee because of her membership or non-membership 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 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 to be appointed from the full-time and part-time Bargaining Unit. 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 bargaining unit. 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 four (4) representatives of the full-time and part-time nurses bargaining unit 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 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 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 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. 2 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. 2 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 Human Resources 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. 2 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. 2 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 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 three (3) months from date of last hire (four hundred and fifty (450) hours worked from the last date of hire for employees working more than the normal day). If retained after the probationary period, the employee shall be credited with seniority for all service in the bargaining unit as a Registered Nurse 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, three (3) months 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.

Note: Nurses presently enjoying the accumulation of **seniority** for greater periods for service with the Hospital prior to January 26, 1989, shall continue to receive such seniority benefits while employed by the Hospital.

- 9.02 The Hospital will maintain separate seniority lists for the full-time and part-time nurses showing each employee's seniority. The regular part-time and casual nurses' seniority will be measured by the accumulated hours worked. 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 to part-time. For the purposes of the application of seniority and for service under all 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.

When a part-time employee transfers from part-time to full-time her seniority date cannot be earlier than her last date of hire. The seniority date shall be the date for the purposes of vacation entitlement and grid placement. If the employee is at a higher step on the grid than her calculated seniority date would allow, the employee shall be red-circled at that step on the grid until she has sufficient seniority and service as a full-time employee to move to the next step on the grid.

- 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 twenty (20) 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 thirty (30) 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 thirty (30) months, unless he has less than six (6) months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six (6) months' service at the time the illness or disability commenced and is not eligible for long-term benefits, this provision will apply after an absence equal to his length of service at the time the absence commenced.

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 for full-time employees.

During all unpaid absences exceeding thirty (30) continuous calendar days, credit for full-time 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 full-time 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 pregnancy leave or parental leave for a period of twenty-four (24) months if an employee's absence is due to disability resulting in WSIB 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 three (3) months 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 twenty-four (24) months; or
- b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in the department if the employee originally subject to layoff can perform the duties without training other than orientation. Such employee so displaced shall be laid off, subject to her rights under this section.

9.07 (c) Before issuing notice of long term layoff, and following notice to the Union pursuant to Article 9.07, the Hospital will make offers of early retirement allowance in accordance with the following conditions:

- (i) The Hospital will first make offers in order of seniority on the unit(s) where layoffs would otherwise occur.
- (ii) The Hospital will make offers to nurses eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).

- (iii) If no nurses on the unit affected accept the offer, the Hospital will then extend the offer to other nurses in the bargaining unit in order of seniority.
- (iv) The number of early retirements the Hospital approves will not exceed the number of nurses who would otherwise be laid off.

A nurse who elects an early retirement option shall receive, following the completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service to a maximum ceiling of fifty-two (52) weeks' salary.

- (v) If a nurse(s) on the unit referred to in paragraph (i) does not accept the offer, the Hospital will then extend the offer, in order of seniority, to eligible nurses in the unit where a nurse who has been notified of a long-term lay-off elects to displace in accordance with Article 9.07 and one subsequent displacement. The Hospital is not required to offer any subsequent displacements (i.e.) the offer shall follow the displaced nurse, to a maximum of two displacements.

9.07 (d) Where a nurse has received individual notice of long term lay-off such nurse may resign and receive a separation allowance **as** follows:

- (i) Where **an** employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (**2**) weeks salary for each year of continuous service to a maximum of sixteen (16) weeks' pay; and on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3000) dollars.
- (ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of layoff, she or he shall be entitled to a separation allowance of four (**4**) weeks' salary, and; on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand, two hundred and fifty (\$1,250) dollars.

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 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.

- 9.09 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.
- 9.10 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.

9.11 **Temporary Recall**

An employee recalled to a temporary position shall accumulate seniority and service for the period of the temporary vacancy. Such employee so recalled shall maintain her position on the recall list and the period of recall shall be extended by the period of the vacancy.

9.12 **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.

9.13 **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 hours of work for a full-time employee shall be averaged seventy-five (75) hours in a two week pay period and twenty-two (**22**) hours in a two week pay period for regular part-time.

In order to meet the normal hours of work set out above, the nurse will work on all shifts and in any area that she is considered by the Hospital to be qualified.

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. The Union acknowledges the Hospital's right to change master rotations. However, it is understood that should the Hospital decide to change a master rotation it shall notify the Union at least **thirty** (30) days in advance. The Hospital will meet with the Union to discuss proposed changes.

10.01 (b) **(Applicable to Part-Time Only)**

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 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) 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 during the period following the completion of the Friday shift until the commencement of the Monday shift. Should an employee work a third (3rd) consecutive weekend, the hours worked on the third (3rd) consecutive weekend which are equivalent to the number of hours worked on the previous weekend, which created the third (3rd) consecutive weekend situation, shall be paid at one and one-half times the regular rate of pay.

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 (11¼) 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 at the earliest possible opportunity, 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 purpose of this article.

The Hospital endeavours to distribute additional shifts as equitably as possible to the part-time registered nurses in the nursing units. It is understood and agreed that the Hospital will not call in casual nurses until the regular part-time list in the unit has been exhausted. It is understood and agreed that the Hospital may call in casual nurses if the call-in of a regular part-time nurse would result in overtime.

- 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 provide full-time nurses with forty-eight (48) hours notice of a change to a regularly scheduled shift and provide part-time nurses with 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 time and one-half of the regular straight time hourly rate for all hours worked on the first shift of the nurse's new schedule.
- d) The Employer will provide four (4) hours notice in case of a shift cancellation. Failing such notice, the employee will receive four (4) hours pay at his/her regular straight time pay.
- e) A period of eleven and three quarter (11¼) hours off shall be scheduled between a change of a regular scheduled shift. Failure to provide the above, the employee will be paid one and one-half (1½) times his/her regular rate of pay for all hours worked within the eleven and three quarter (11¼) hour period, unless two (2) employees mutually agree to change their posted schedule. Hours worked at a premium rate or **as** a result of a call-in shall not be included in any calculation of the period of time off between a change of shift under this clause.

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

- f) In the event the Hospital cancels all or **part** of a regular part-time employee's shift, such cancellation shall be in the following order on the unit:
 1. nurses in overtime;
 2. casual nurses;
 3. regular **pari-time** nurses on the basis of seniority.

Cancelled full-time employees will have the first option on any additional shift in the unit (e.g. sick leave, extra staff etc.). Once full-time nurses have been recalled, then additional shifts shall be offered to cancelled part-time nurses in the unit in order of seniority. Shifts so offered shall not result in any overtime liability to the Hospital.

In the event of multiple cancellations on the same shifts, needed shifts will be offered by seniority beginning with the most senior employee cancelled. It is understood that all shifts so offered will not result in any excess overtime liability to the Hospital.

- g) In the event that staff is required and no qualified part-time is available creating an overtime situation, employees will be offered the shift in the following manner:
- i) part-time at work
 - ii) full-time at work
 - iii) full-time at home
 - iv) part-time at home

For the purposes of overtime only, this shall be implemented by seniority, provided the needed shift does not create overtime for the following scheduled shift. It is further understood that such seniority shall be unit wide and not bargaining unit wide.

- 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 seven and one half (7½) hour days or four **(4)** consecutive eleven and one quarter (11¼) hour days or consecutive days with shifts totalling forty-five **(45)** hours, if the shifts are not all seven and one half (7½) hour shifts. 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 (or extended 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 fi-om 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 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.
- 10.12 The parties recognize that individuals may enter into job sharing agreements. **Any** such agreement shall follow the Model Agreement attached as Appendix A.
- 10.13 The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's Employment 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 **(Applicable to Full-Time Employees)**
The following shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day
Civic Holiday	

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. 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 a full-time 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 or any other such time **as** may be mutually agreed with the Nurse Manager. It is understood that employees normally working extended shifts receives Holidays based on seven and one-half (7%)hours normal days.
- 11.03 **An** employee required to work on any of the designated holidays listed in Article 11.01 shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all hours worked on such holiday.

In addition, a full-time employee 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 (7%)hours, except for those employee which have a standard day of less than seven and one-half (7%)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.

- 11.04 In order to qualify for pay for a Holiday, a full-time employee shall complete her/his full scheduled shift on each of the working days immediately preceding and following the Holiday concerned unless excused by the Hospital or the employee was absent due to:
- a) legitimate illness or accident which commenced within a month of the date of the Holiday;
 - b) vacation granted by the Hospital;
 - c) the employee's regular scheduled day off;
 - d) a paid leave of absence provided the employee is not otherwise compensated for the Holiday.

An employee entitled to Holiday pay hereunder shall not receive sick pay to which he/she may otherwise have been entitled unless he/she was scheduled to work that day.

- 11.05 **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.

- i) The scheduling of time off at ~~Christmas~~ or New Year's for full-time employees shall be done on an alternating basis unless otherwise mutually agreed upon by both parties.
- ii) In the event of conflict, seniority shall prevail.

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.

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

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 with pay and a nurse may request to participate in an orientation period without pay.

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 loss of 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 (**as** defined in the Family Law Act), 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 **an** aunt, uncle, niece, nephew and a grandparent of a 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.

- d) returns to work for scheduled hours where twenty-five per cent (25%) or more of the shift remains when the employee is not required to be in attendance at court either as a juror or as a witness.

In addition to the foregoing, where a full-time 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.

Where a part-time 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 Employment insurance pregnancy benefits pursuant to Section 30 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four per cent (**84%**) of her regular weekly earnings and the total sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week employment insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment 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 E.I. the supplemental benefit described above shall be extended to also cover ten (10) weeks of parenting leave when the mother is in receipt of E.I. benefits.
- d) Employees newly hired to replace employees who are on approved pregnancy/parental 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 (Applicable to Full-Time Employees)**

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 pregnancy leave or parental leave, or for a period of twenty-four (24) months if an employee is absent due to disability resulting in WSIB 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 enrolled which will upgrade their nursing qualifications. Such employee will be entitled to leave work one and one-half (1½) hours before the scheduled start of the examination. The employee will provide **as** much notice **as** possible.
- 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) 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.
- e) Nurses who are members of a committee pursuant to Reg. 518 of the Public Hospitals Act will suffer no loss of earnings for time spend 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.

12.10 **Personal Leave (Applicable to Full-Time Employees)**

The Employer will provide two (2) days' leave, without pay, in each calendar year.

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 shall state the required qualifications.
- b) Applications for such vacancies shall be made in writing with 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.
- d) Where two employees mutually agree to a Unit transfer, they shall request such transfer in writing to the **Human** Resources Office. Provided each employee can perform the other job without training other than orientation, the Employer will not deny any reasonable request.
- e) Should the vacancy remain unfilled after a period of thirty (30) calendar days, the Employer shall re-post the position in accordance with Article 13.01(a).

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 her 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 a regular rate of pay
- b) Where a nurse performs such duties beyond her regular shift, or where a full-time nurse performs such duties on a scheduled day off, she shall be paid the appropriate overtime rate.
- c) Where such duties extend beyond the 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 fill 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.
- f) The Hospital shall advance sufficient funds to the employee to cover reasonable expenses incurred while on escort duties. Funds shall only be provided where the distance involved is greater than 200 km one way.

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 full-time employees that may be accepted into the Pre-Paid Plan in any one plan year **as** defined above, shall be one (1) per unit. The total number of part-time employees that may be accepted into the Pre-Paid Plan in any one plan year 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 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 a) 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 fourteen (14) years of continuous service as of January 1st each year. Effective **April 1, 2003** all employees shall receive six (6) weeks vacation (225 hours pay for nurses whose regular hours of work are more than the standard work day) after twenty-two (22) years of continuous service as of January 1st of each year.

Effective **April 1, 2003** all employees who have attained thirty (30) to thirty-five (35) continuous years of service shall receive an additional five (5) supplementary vacation days on a one time basis to be banked.

b) Vacation shall be pro-rated to an employee's anniversary date.

c) 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%)

Effective April 1, 2003 regular part-time employees shall receive ~~an~~ additional *two* percent (**2%**) pay in lieu of vacation after 45,000 hours worked in the year it is achieved and a further two percent (2%) pay in lieu of vacation after 52, 5000 hours worked in the year it is achieved.

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

- 17.02 Where an employee's vacation is interrupted due to serious illness or injury 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. Vacations will not be scheduled between the dates of December 21 and January 4 inclusively, unless the Hospital requires employees to take vacation time.
- 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 21st 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. Notwithstanding the above, an employee may request to carry over a maximum of ten (10) days to the following year provided that the vacation is scheduled by December 21st and taken by March 31st of the following year. Such request shall not be unreasonably denied.
- 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.
- 17.08 A vacation request, which has been submitted by the nurse and then approved by the Hospital, shall not be cancelled by the Hospital without the consent of the nurse.

ARTICLE 18 - BENEFITS

18.01 GROUP LIFE INSURANCE (Applicable to Full-Time)

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.

18.02 PERCENTAGE IN LIEU OF BENEFITS (Applicable to Part-time)

Subject to Article 18.03, 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 straight time hours paid.

18.03 Pensions

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 18.02, should a part-time employee join the pension plan, the percentage in lieu of benefits will be reduced by 3.9%.

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. A copy shall further be made available to the Union President.
- 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 Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Hospital, on application from the employee, will supplement the award made by WSIB for loss of wages to the employee by such amount that the award of the WSIB for loss of wages, together with the supplementation of the Hospital; will equal one hundred (100) percent of the employee's net earnings 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 WSIB. The Hospital shall provide the employee with a copy of the completed WSIB Form 7.

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 Where an employee is required to attend a meeting to discuss utilisation of sick leave, she/he may be accompanied by her/his steward.
- 19.09 The Hospital endeavours to investigate the possibility of allowing part-time and retired employees who have not yet reached age sixty-five, voluntary participation in the health and welfare programs, as long as the employee pays the full cost of the monthly premiums in advance.

ARTICLE 20 - DENTAL PLAN (Applicable to Full-Time)

- 20.01 The Hospital shall implement a dental plan (equivalent to the former Blue Cross Plan #9) based on the ODA fee schedule, effective March 9, 2001. The ODA fee in each year will be adjusted to the previous year's level. 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 enrolled in the existing Plan in accordance with the terms and conditions of the Plan.

Effective March 9, 2001, the Hospital shall provide coverage which includes orthodontics on a 50/50 co-insurance basis to a lifetime maximum of \$1000 per insured person and a nine month dental recall (adults only), Formulary 3.

ARTICLE 21 - EXTENDED HEALTH CARE **(Applicable to Full-Time)**

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 including hearing aids with a maximum of \$300.00 per person and vision care with a maximum of \$125.00 every twenty-four (24) months per person, provided the balance of the monthly premium is paid by employees through payroll deduction (subject to appropriate Union and employer recruitment).

Effective April 1, 2002, the vision care maximum shall be increased to \$200.00 every 24 months.

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 a plan with a carrier equivalent to the former Blue Cross Semi-Private Plan.

21.03 **Continued Benefits**

The Hospital shall continue to pay the premiums for benefit plans for nurses who are on paid leave of absence or on WSIB or at any time when salary is received or as provided in Article 12.06. Such payment shall also continue while a nurse is on sick leave or on Long Term Disability to a maximum of thirty (30) months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of thirty (30) months from the time the absence commenced.

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 not reduced. 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 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 within thirty (30) days. The Hospital will credit the employee with one (1) increment on the salary scale for every year of recent, related clinical 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.

Effective February 7, 2001, new full-time, regular part-time and casual employees hired after April 1, 2000, 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 clinical 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.

- 23.03 A full-time employee will move up into the next increment on her anniversary date until she has reached the maximum of the classification. A regular part-time or casual 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.

The ability for casual employees to progress on the salary grid will be effective from April 1, 2000 for all hours worked after that date.

ARTICLE 24 – SHIFT PREMIUM

- 24.01 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.

Effective April 1, 2003, employees shall be paid a **shift** premium of one dollar and ten cents (\$1.10) per hour for each hour worked on the evening shift and one dollar and thirty-five cents (\$1.35) per hour for each hour worked on the night shift.

- 24.02 Employees 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).

Effective April 1, 2003, employees shall be paid a weekend premium of one dollar and forty-five cents (**\$1.45**) per hour for each hour worked on a **shift** between 1900 hours Friday and 1900 hours Sunday.

ARTICLE 25 – CALL BACK

- 25.01 Where a full-time 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 a full-time 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 fro actual hours worked up to the commencement of her regular shift.
- 25.02 A regular part-time employee who has completed her commitment to **the** Hospital **and** is called back to work within twenty-four (24) hours from the start of her last shift 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 ½) her regular straight time hourly rate for work performed on each call-in.
- 25.03 For other call-in shifts not captured by Article 25.02 above, the employer will provide a **minimum** of four (4) hours for each call-in.
- 25.04 With mutual agreement, employees may receive compensating leave in lieu of pay at call-back rate or receive pay at call-back 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.

Effective April 1, 2003, an employee required to standby or remain available for call-back on other than regular scheduled hours shall be paid at *the* rate of two dollars and ninety cents (\$2.90) per hour of standby time.

- 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.

Effective April 1, 2003 an employee required to standby or remain available for call-back on weekends and holidays as defined in Article 11, shall be at the rate of three dollars and forty cents (\$3.40) per hour of stand-by time.

- 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 thirty (30¢) per km, effective date of ratification, or taxi fare to a maximum of twenty-five dollars (\$25.00) 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 28 – RESPONSIBILITY PAY & CHARGE PAY

- 28.01 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 one dollar and forty cents (\$1.40) per hour for the duration of the assignment.

- 28.02 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 seventy cents (70¢) per hour, effective date of ratification, in addition to her regular salary and applicable premium allowance.

Employees may with mutual agreement, be required to act as mentor to other employees. The employee will be informed in writing of their responsibilities. Mentorship shall be in accordance with the Guidelines attached to this Agreement. The Hospital shall pay the employee for this assigned additional responsibility, a premium of sixty cents (60¢) per hour, in addition to her or his 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 of active employment 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) months of active employment.
- 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 – ACCIDENT PREVENTION & 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 programs 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 fulfill 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 co-operation 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 employee 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.
- 31.02 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 32 – PYRAMIDING

- 32.01 Premium payment; including both overtime and holiday premium payments, 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 applied. The provision of this clause will not negate any entitlement to shift premium, call-back 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.

33.02 **Proof of Registration:**

Registered Nurses will provide proof of registration by providing original registration to the Nursing Office no later than February 15 of each year. Any Nurse who fails to do so will be suspended without pay until registration **has** been provided. The terminal date indicated above may be extended by the Hospital after the consideration of any extenuating circumstances.

33.03 CPR Re-certification:

CPR re-certification courses will be offered to full-time and part-time nurses at no cost to the employee. The course will be taken on the employee's own time. Should an individual schedule a course and fail to show, the employee will be assessed a fee of \$25.00.

33.04 Computer Training:

Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Hospital agrees that necessary computer training will be provided at no cost to the nurses involved.

33.05 Medical Examinations:

The Hospital has the right to require certification of illness from a qualified medical practitioner. The certification shall provide the following:

- that the employee suffers a medical condition which prevents him/her from performing the essential duties of his/her job;
- a prognosis;
- that the employee is receiving treatment for the medical condition from a practitioner qualified to provide treatment.

The Hospital may require the employee to submit to an independent medical examination and the Hospital shall pay the cost for such independent medical examination.

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, 2001.

ARTICLE 36 -- PROFESSIONAL RESPONSIBILITY

36.01 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 a 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 Labour/Management Committee will review the chairpersons of the Assessment Committee. The list of the Assessment Committee Chairpersons will consist of three members.
- 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 37 – INFLUENZA VACCINE

37.01 The parties agree that influenza vaccinations may **be** beneficial for patients and nurses. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof **from** the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- a) Nurses shall, subject to the following, **be** required to be vaccinated for influenza.

- b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
- c) Hospitals recognize that nurses have the right to refuse any required vaccination.
- d) If a nurse refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- e) If a nurse refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the nurse will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.
- f) If a nurse gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- g) Notwithstanding the above, the hospital may offer the vaccine on a voluntary basis to nurses free of charge.
- h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 38 - TERM OF AGREEMENT

38.01 This Agreement shall be effective as of date of ratification or award and shall continue in effect until the 31st day of March, 2004, 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.

Dated at Cornwall, Ontario this _____ day of _____, 2002.

FOR THE HOSPITAL

FOR THE UNION

SCHEDULE "A" – SALARY RATES**Hourly Wage Rates****Classification – Registered Nurse**

	<u>Effective April 1/01</u>	<u>Effective April 1/02</u>	<u>Effective April 1/03</u>
start	\$21.12	\$21.75	\$22.44
<u>Year 1</u>	\$21.95	\$22.61	\$23.33
<u>Year 2</u>	\$23.10	\$23.80	\$24.56
<u>Year 3</u>	\$24.25	\$24.97	\$25.77
<u>Year 4</u>	\$25.40	\$26.16	\$27.00
<u>Year 5</u>	\$26.83	\$27.64	\$28.52
<u>Year 6</u>	\$28.26	\$29.11	\$30.04
<u>Year 7</u>	\$29.71	\$30.60	\$31.58
<u>Year 8</u>	\$31.45	\$32.71	\$33.75

The above adjustments resolve the issue of Pay Equity maintenance.

The percentage of wages in lieu of benefits for all regular and casual part-time nurses will be in addition to the straight time hourly rates listed above.

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

Dated at Cornwall, Ontario, on this _____ day of _____, 2202.

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.
 - c) The division of hours shall be agreed upon amongst the partners in the 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 111-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) _____ Dated _____

Employee #2 (part-time) _____ Dated _____

Witness _____ Dated _____

GUIDELINES FOR MENTORSHIP ARRANGEMENTS

“Mentorship” is a new addition to the central Hospital Collective Agreement, and is addressed in Article 9.08 (c). These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the collective agreement.

Definition

- Mentorship is a formal supportive relationship between two nurses, which enhances the professional growth and development of a nurse to maximize her or his clinical practice.
- Mentorship involves a three-way arrangement between the Hospital, the nurse being mentored and the nurse doing the mentoring. The mentoring relationship is:
 - time limited,
 - focused on goal achievement, and
 - unique to each mentorship experience.
- The Hospital, the nurse being mentored and the nurse doing the mentoring are expected to clearly understand the goals/expectations of the mentorship relationship. Goals are individually determined based on the learning needs of the nurse being mentored, and, as such, may not be consistent for all nurses. The length of each mentorship arrangement will be individually defined dependent upon the goals for each nurse being mentored. Mentoring assignments will normally consist of full tours, however, it is also possible that mentorship assignments can be for less than a full tour and/or scheduled on an intermittent or one-time basis. It is also possible that more than one mentor may be assigned to a mentee during the course of a mentorship arrangement.

Mentorship does **not** include:

- Supervising the activities of students. Supervision of the activities of students is covered in Article 9.08 (a).
- Providing guidance and advice to members of the multi-disciplinary health care team. This is addressed in Article 9.08 (b). Interaction with other nurses and other multi-disciplinary colleagues is **an** expected role responsibility for nurses.
- Orientation to the organization or general functioning of the unit. This may include activities such as:
 - WHIMIS training, the fire lecture, equipment location, generic hospital policies, introduction to staff and the general layout of the unit, etc.
- The employer’s historical use of titles or terms does not define a mentor for the purposes of Article 9.08 (c). We acknowledge, however, that while mentorship is new to the collective agreement, mentorship arrangements are not new to nursing or hospital workplaces. Accordingly, existing titles or terms may, or may not, meet the conditions of

Article 9.08 (c).

Key Elements

- A mentorship relationship includes the nurse doing the mentoring to:
 - plan the mentorship experience based on the learning needs of the nurse being mentored, including the identification and co-ordination of learning opportunities with other health care providers;
 - assess the ongoing competence/development of competencies of the nurse being mentored, including assessments of competence gaps, risk management in relation to patient care, and co-ordination of learning experiences;
 - assist the nurse being mentored to effectively meet patient care needs;
 - U be responsible for the management of learning for the nurse being mentored;
 - participate in direct skill transfer where there is responsibility for the management of learning for the nurse being mentored;
 - evaluate the learning experience of the nurse being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management regarding progress towards goal achievement.
- It is recognized that the mentor and the nurse being mentored may not be together at all times during the mentorship period.
- The Hospital will pay the nurse for doing this assigned responsibility (mentoring) a premium of sixty (60) cents per hour, in addition to her or his regular salary and applicable premium allowance.
- The Hospital will review the workload of the mentor and the nurse being mentored to facilitate successful completion of the mentorship assignment.

Implementation

- A Hospital may implement a mentorship relationship at any time during a nurse's employment when:
 - U the nurse is experiencing difficulty in meeting standards of practice;
 - the nurse has a competency gap;
 - one-on-one management of the learning experience from an expert/experienced nurse will be of assistance.

Mentoring may be implemented in various circumstances such as new hires to a unit; a nurse returns from a layoff or leave of absence (including sick leave or long-term disability) or for purposes of cross-training. This list is not all-inclusive and, as such, other circumstances may arise where the Hospital determines that a nurse requires mentoring.
- The decision to implement a mentorship experience as a mechanism to assist a nurse to meet standards of practice is the responsibility of the employer.

- ☐ The Hospital will provide, on a regular basis, **all** nurses with **an** opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship.
- ☐ At the request of any nurse, the Hospital will discuss with any unsuccessful applicant ways in which she or he may be **successful** for **future** opportunities.
- ☐ The mentorship plan/arrangement for each mentoring relationship should be documented.

Evaluation

In addition to the evaluation of the effectiveness of specific mentorship arrangements in relation to pre-established goals and expectation:

- ☐ The **Committee** responsible for addressing professional development issues for nurses pursuant to Article 9.02 will be responsible for reviewing and making recommendations regarding the application of, and effectiveness of, mentorship relationships within the Hospital.
- ☐ The employer also has a responsibility for evaluating the effectiveness of mentorship arrangements and, therefore, review and evaluation of arrangements should be conducted on a regular basis.

Note: It is mutually understood that these guidelines are “without prejudice” to either parties’ position with respect to the role of a nurse whose job duties normally include responsibility for teaching and/or educating other nurses.