

COLLECTIVE AGREEMENT

FOR

FULL TIME

AND

PART TIME

BETWEEN

QUINTE HEALTH CARE

AND

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA)
LOCAL 830**

OCTOBER 11, 2006 – OCTOBER 10, 2009

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the employees who are subject to the provisions of this Agreement so that there will not be any interference with the operation of the services rendered by the Quinte Healthcare Corporation (hereinafter referred to as the Hospital) to the patients and public.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 Scope Clause

The Union is hereby established as the sole collective Bargaining Agent for all employees in the Bargaining Unit, as defined in Article 2.02 hereof, and the Hospital undertakes that it will not enter into any other agreement with such employees, either individually or collectively which will conflict with any of the provisions of this agreement.

2.02 Recognition Clause

- a) QHC is the successor Employer to the predecessor Employers - the Board of Governors of Belleville, Prince Edward County Memorial Hospital and Trenton Memorial Hospital within the meaning of s.8(2) of the Public Sector Labour Relations Transition Act, 1997:
- b) November 26th, 1998 is the changeover date on which the amalgamation took place as contemplated by s.8(3) of the Public Sector Labour Relations Act, 1997:
- c) The Union is the bargaining agent that represents all service workers employed at all the predecessor Employers:
- d) The description of the bargaining unit shall be as follows: All employees of Quinte Health Care in the City of Belleville, County of Hastings, County of Prince Edward, and City of Quinte West save and except professional medical staff, registered and graduate nurses, paramedical employees, office and clerical employees, supervisor's managers and forepersons, persons above the rank of supervisor, chief engineer, stationary engineers, and students employed during the summer vacation period.
 - i) Full time employees means those regularly employed for more than 24 hours per week.
 - ii) Part time employees means those regularly employed for not more than 24 hours per week.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employee, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Copies of changes of rules, regulations and new policies will be forwarded to the Union Office and both parties agree to respond in a reasonable timeframe;
- b) hire, discharge, transfer, promote, demote, classify, and suspend or otherwise discipline employees, provided that a claim of discriminatory transfer, promotion, demotion or classification or claim that an employee who has completed his probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) Generally to manage and operate the Hospital, and without restricting the generality of the foregoing, to determine all work procedures, kinds and locations of equipment, and materials to be used, and the number and allocation of employees required from time to time.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provisions under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

It is recognized that employees hired for a specific term in temporary assignments under the CAW collective agreement will be represented by the CAW for purposes of grievances and discipline only after the completion of the probationary period.

The terms and conditions of employment for employees in temporary assignments shall be governed by current QHC policies, procedures and practices.

ARTICLE 5 - UNION SECURITY

- 5.01 a) As a condition of employment, the Hospital will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.
- b) Such dues shall be deducted from the first pay of each month for employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.
- c) The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.
- d) Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.
- e) The Hospital will add Union dues deductions to the employee's T4 slip at the end the year for the purpose of tax deductions.

5.02 Interview Period

The Hospital agrees to provide a Representative of the Union with the opportunity to meet newly hired employees of the Hospital during their probationary period. It is agreed that this meeting, which shall not exceed fifteen (15) minutes, may take place on the Hospital's premises and the time and place of such interview shall be designated by the Hospital.

5.03 Employee Lists

In order to facilitate the administration of this Agreement, this Hospital will supply to the Union a list of employees acting in a supervisory capacity and will indicate by appropriate job titles the nature and extent of their authority in January and July of each year. The Union will supply the Hospital with a list of its Representatives and Stewards. Both parties agree that these lists will be promptly revised from time to time whenever changes become necessary.

Dues deducted shall be remitted to the Secretary Treasurer of the local Union on or before the 25th day, if possible, but not later than the last day of the month in which they were deducted.

In remitting such dues, the Hospital shall provide a list of employees from who deductions were made and their work site (if the bargaining unit covers more than one site) and the employee's social insurance number. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from

leaves of absence. If the Hospital agrees to provide the Union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out. The Hospital also agrees to provide the Union with employee addresses on an annual basis. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

5.04 Relationship

- a) Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union.
- b) The Union agrees that there will be no Union activities on the premises of the Hospital except as specifically permitted by this Agreement or otherwise in writing by the Hospital.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Union recognizes that it is essential that there be no interference with the services of the Hospital to the public and to its patients and agrees, therefore, that there will not be any strike or any other form of collective action which will interfere to any degree with the operation of the Hospital. The Hospital agrees that there will not be any lockout of its employees.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- a) The Hospital will recognize a Grievance Committee composed of the Unit Chairperson of the site where the grievance originated and one steward from that site. Either party may request the grievor to attend. Union stewards will be selected by the Union who have completed their probationary period. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- b) The Union shall keep the Hospital notified, in writing, of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- a) The Hospital agrees to recognize Union Stewards to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- b) A Unit Chair may be appointed or elected. The Unit Chair may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.
- c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- d) It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate Supervisor. If, in the performance of his duties, a Union Steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the Supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Steward shall again report to his immediate Supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- f) The number of Stewards and the areas which they represent, are to be determined locally.
- g) The Hospital acknowledges the right of the Union to appoint or otherwise select a reasonable number of Stewards, which will include representation from the part time bargaining unit. There shall be twelve (12) Stewards including three (3) Unit Chairs in total representing the Belleville, Picton, and Trenton sites, and one (1) Unit Chair/steward representing the North Hastings. There shall be **four (4)** additional stewards at the Belleville site, three (3) from the Trenton Site and **one (1)** from the Picton Site. The Union will endeavour to have no more than one (1) employee from each department per site.
- h) Union Stewards shall be permitted to wear an identification badge supplied by the Union, designating if they are Unit Chair.

7.03 Local Negotiating Committee

- a) The Hospital agrees to recognize a Negotiating Committee which shall be composed of not more than nine (9) employees and which will include representation from both the full and part-time bargaining sectors. The Union will endeavour to have no more than one representative from each department per site.

- b) Where the Hospital participates in central bargaining the purpose of the Negotiation Committee shall be to negotiate local issues as defined.
- c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- d) 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 such negotiating meetings with the Hospital up to, but not including, arbitration.
- e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any Representatives of the Union when negotiating with the Hospital.
- f) The number of employees on the Negotiating Committee shall be determined locally.

7.04 Labour-Management Committee

- a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.
 - i) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.
 - ii) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
 - iii) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.
- b) It is agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The Committee shall have access to work schedules and job postings upon request.
- c) Where two or more agreements exist between a Hospital and the CAW the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

- 8.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.
- 8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.
- 8.03 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of his right in advance.

Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing, within three (3) days.

- 8.04 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 he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he so desires.

Such complaint shall be discussed with his immediate supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) days, it shall then be taken up as grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence:

Step 1

The employee shall submit the grievance, in writing, and signed by him to his immediate Supervisor/Manager. The employee may be accompanied by a Union Steward. The Supervisor/Manager will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. The Union and the Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall 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 designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

The decision of the Hospital shall be delivered in writing within ten (10) days following the date of such meeting.

8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within ten (10) 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 he could have instituted himself and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is a Hospital grievance it shall be filed with the Grievance Committee.

8.06 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 identifying each employee who is grieving, to the Director of Human Resources within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union steward, or by the Union steward at Step 2 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- a) Confirming the Hospital's action in discharging the employee, or
- b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost, or
- c) any other arrangement, which may be deemed just and equitable.

8.08 a) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- 8.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employees(s).
- 8.10 a) When either party requests that any matter be submitted to a **sole Arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time propose the name of a sole arbitrator.** Within five (5) days thereafter, the other party shall **agree in writing or propose an alternate name(s).** **If there is no agreement within ten (10) calendar days,** the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. **Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the Labour Relations Act including the power to impose a settlement and to limit evidence and submissions.**
- b) Notwithstanding a) above, the parties may, upon mutual agreement, **request that any matter be submitted to Arbitration Board 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 five (5) 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 the power to make such appointment upon application thereto by the party involving the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 The **Arbitrator** 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.
- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceedings of the **Arbitrator or 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 or the sole Arbitrator, will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will bear the expense of the nominee appointment by it and the parties will share equally the fees and expenses, if any, of the **Arbitrator.**
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in the Article.

8.17 Wherever Arbitrator is referred to in the Agreement, the parties hereto may mutually agree in writing to substitute **an Arbitrator Board** for a **sole arbitrator** at the time of reference to arbitration and the other provisions referring to **sole Arbitrator** shall appropriately apply.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five days of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate; such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

Probationary employees will not be eligible to apply for posted vacancies outside their classification and unit until the expiration of their probationary period.

9.02 Definition of Seniority

Full time employees will accumulate seniority on the basis of their continuous service in the Bargaining Unit from the last date of hire, except as otherwise provided herein, Seniority will operate on a Bargaining Unit wide basis.

Should an employee transfer from full time to part time or visa versa, full seniority and service shall be retained with credit based on 1725 hours worked. Any time worked in excess of an equivalent shall be prorated. In the application of seniority, no employee's seniority date may pre-date their hire date.

9.03 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if:

- a) employee quits;
- b) employee is discharged and the discharge is not reversed through the Grievance and Arbitration Procedure;
- c) employee is absent from scheduled work for a period of three (3) or more consecutive working days' without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital.
- d) Employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- e) Employee has been laid off for **forty-eight (48)** months;
- f) Employee fails upon being notified of a recall to signify his intention to return within ten (10) working days after he has received the notice of recall by registered mail.

- g) They are a casual employee and have not worked within a nine (9) month period **which does not include any training.**

And

- h) When they **retire.**

9.04 Effect of Absence

Unless otherwise provided in this Collective Agreement:

- a) It is understood that, during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly, in addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to **thirty (30) months** while an employee is in receipt of W.S.I.B. benefits **or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance period) to a maximum period of thirty (30) months for the time the absence commenced.**

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks of an employee's absence is due to disability resulting in W.S.I.B. **or LTD** benefits.

- c) It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for **the duration of the absence** if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits, or **while an employee is on paid or unpaid sick leave (including the Employment Insurance period).**
- d) **Part time employees shall accrue seniority at their credited hours equal to their scope provision of the agreement for the duration of the absence, if an employee's absence is due to disability resulting in WSIB benefits.**

Part time employees shall accrue service at their credited hours equal to their scope provision of the agreement for a period of fifteen (15) weeks, if an employee's absence is due to disability resulting in WSIB benefits.

9.05 Seniority - Local Provisions

- a) Employees having less than forty-five (45) working days of service shall be considered probationary employees and will have no seniority rights during this probationary period.
- b) Seniority lists shall be provided by the Hospital to the Union by the end of January and the end of July of each year. **Seniority as posted will be deemed final and binding and not subject to complaint unless such written complaint is made within thirty (30) calendar days from the first date of posting unless on an individual extenuating circumstances with the agreement of the employee, the union and the hospital.**

9.06 Work outside the Bargaining Unit

An employee transferred out of the Bargaining Unit for a period of not more than eighteen (18) months, shall retain, but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

ARTICLE 10 - JOB SECURITY

10.01 Staff Planning

- a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.
- b) **Staff Planning Committee**

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;
- (ii) identifying and seeking ways to address the retraining needs of employees;

- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal number of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable. The Hospital shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the committee shall be entitled to submit their own recommendations. Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provision of this agreement.

It is understood that all of the above shall be completed in a timely manner.

10.02 Notice of Layoff

- a) In the event of a proposed lay-off at the Hospital of a permanent or long term nature or the elimination of a position within the bargaining unit, the Hospital shall:
 - (i) provide the Union with no less than five (5) month's written notice of the proposed lay-off or elimination of position and;

- (ii) provide to the affected employee(s) if any, who will be laid off with no less than five (5) months written notice of lay-off, or pay in lieu thereof.

Note: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (1) above shall be considered notice to the Union of any subsequent lay-off.

10.02 b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of lay-off provided:

- (i) the reassignment of the employee is to an appropriate permanent job with the Employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;
- (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (v) where more than one employee is to reassign in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a lay-off or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with the provision.

- c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

10.03 Severance Options

- a) Within the lesser of thirty (30) days from the date of notice of lay-off or the notice provided above an employee with more than twelve (12) month's service with the Hospital who has received notice of lay-off of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.
 - (i) Where an employee resigns within 30 days after receiving notice of

lay-off pursuant to Article 10.02 (a)(ii) that his or her position will be eliminated, he or she 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, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- (ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved education program within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250).
- b) Prior to issuing notice of layoff pursuant to Article 10.02(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees with the classification(s) who would otherwise receive notice of lay-off under Article 10.02(a)(ii).
- c) Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) week's pay for each year of service with the Hospital to a maximum of **fifty-two (52)** weeks on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000 for every year less than age 65, to a maximum of \$5,000.

Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential lay-offs in the unit.

d) Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- i) **The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make it's decision based on seniority.**
- ii) **If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in**

other departments. If more employees than are required are interested, the Hospital will make it's decision based on seniority.

- iii) **In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.**
- iv) **The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) days immediately following the employee's written acceptance of the offer.**

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.

10.04 Lay-off or Recall

- a) In the event of lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification where only familiarization/orientation **and training not to exceed five (5) working days** is required. Such employee so displaced shall be laid off.
 - (iii) If a full time employee has exhausted all options within the Full time bargaining unit, they may displace the least senior part time employee provided the part time employee has less seniority and the full time employee can perform the duties of the position where only familiarization/orientation and no training is required. Such employee will be classified as a part time employee but shall have the right to recall to their previous position should it become available within six (6) months of the date the employee accepted the part time position.
 - (iv) If a part time employee has exhausted all options within the part time bargaining unit, they may displace the least senior full time employee provided the full time employee has less seniority than the part time employee who is subject to layoff and the part time employee can perform the duties of the position where only familiarization/orientation and no training is required. Such employee will be classified as a full time

employee but shall have the right to recall to their previous position should it become available within six (6) months of the date the employee accepted the full time position.

- (v) The decision of the employee to choose one of the above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- c) An employee shall have the opportunity to recall from a lay-off to an available opening in order of seniority provided he has the ability to perform the work, 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.
- d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- f) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) days after being notified. 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. The employee is solely responsible for his proper address being on record with the Hospital.
- h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such a temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- i) No full time employee within the bargaining unit shall be laid off by reason for his/her duties being assigned to one or more part time employees.
- i) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.

- k) A laid off employee shall retain the rights of recall for a period of twenty four (24) months from the date of lay-off.

10.05 Benefits on Lay-off

In the event of a lay-off of a full time employee, the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

10.06 Short Term Lay-off

A short-term lay off shall mean:

There has been:

- a) A layoff resulting from a planned temporary closure of any part of the Hospital facilities during;
 - all or part of the months of July and August (summer shutdown) or
 - the period between December 15th and January 15th inclusive (a Christmas Shutdown)or
 - During the March break period or
- b) Is a planned temporary closure that is not anticipated to exceed five (5) months in length, or any part of the Hospital's facility for the purpose of construction or renovation, or
- c) Any other temporary lay off which is not anticipated to exceed three (3) months in length.

The Union and the employee will be given thirty (30) days notice of a short term lay off.

The parties agree the employees on these units in conjunction with their manager may:

- a) be temporarily assigned to other positions or
- b) request vacation or
- c) placed on Disallowed Hospital time or
- d) utilize banked overtime
- e) a combination of the above.

An employee may be reassigned provided they have the skill and ability to perform the work required (where only familiarization/orientation and not training is required). During the initial thirty (30) calendar days of reassignment, the reassigned employee shall be paid at their regular rate of pay. Should the period of reassignment exceed thirty (30) calendar days, the employee shall be paid at the rate of the job performed.

If an employee requests a Record of Employment and meets the requirements as set out by HRDC, the Hospital will provide same.

At the conclusion of the above, the employee will revert to their former position.

ARTICLE 11 - JOB POSTING

- 11.01 a) The decision as to whether or not to fill and post a full time vacancy will be done within 20 working days of the original vacancy. This will be waived during the Christmas period.
- b) Where a permanent vacancy occurs in a classification within the Bargaining Unit or a new position within the Bargaining Unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) consecutive days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days excluding Saturday, Sunday and holidays. Employees may apply for posted vacancies by completing the "Internal Application Form" and submitting it to the Human Resources Department at the Belleville site only in accordance within the time restrictions of the posting.
- 11.02 The posting referred to in Article 11.01 shall stipulate the qualifications, classification, department and shift and a copy shall be provided to the Unit Chair.
- 11.03 Employees shall be selected for positions under either Article 11.01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.
- 11.04 The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 11.01, and selection shall be made in accordance with Article 11.03 above.
- 11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital.
- 11.06 The Hospital shall have the right to fill any vacancy on a interim basis until the Posting Procedure or the Request for Transfer Procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.08 Employees who are successful and accept a job appointment/award pursuant to the posting procedure, need not be considered for another position for a period of six (6) months, following the date of verbal acceptance, unless otherwise mutually agreed. The name of the successful applicant will be posted on the bulletin boards and unsuccessful applicants will be notified.

ARTICLE 12 - NO CONTRACTING OUT

12.01 The Hospital shall not contract out any work usually performed by members of the Bargaining Unit if, as a result of such contracting out, a lay-off of any employees other than casual employees results from such contracting out.

12.02 On request by the Union, the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees, unless otherwise stated in this agreement, (i.e. for purposes of including disability accommodation etc.) except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available. **The Hospital agrees to report any work assigned outside the bargaining unit to the Union Chairperson.**

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

13.02 Employment Agencies

Prior to enlisting the services of an Employment Agency, the Hospital will attempt to contact part time staff who would normally perform the duties in questions.

13.03 Volunteers

a) The use of volunteers to perform Bargaining Unit work shall not be expanded beyond the extent of existing practice and the Hospital shall work diligently with both the Volunteers and the Union during the course of this Collective Agreement to ensure the work performed by Volunteers will not impact on full time bargaining unit positions. The Hospital agrees to meet with the Union to discuss the Unions concerns.

- b) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

13.04 Ratio of RN's to RPN's

At the time of considering whether or not to alter the ratio of RN's to RPN's in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the Senior Administrator of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

In addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Hospital and the reasons for it. After full and complete disclosure to the Union, the Hospital and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

13.05 RPN Utilization

The Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

13.06 Professional Responsibility

- a) Both the Hospital and the Union recognize the responsibility and commitment to provide and participate in, in-service education. The Hospital will endeavour to provide programs related to the requirements of the Hospital and the Union supports the principle of its member's responsibility for their own professional development. The Hospital will endeavour to provide employees with opportunities to attend such programs during their regularly scheduled working hours. When an employee is authorized to attend any in-service program within the Hospital and during their regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Hospital to attend courses outside of their regularly scheduled working hours, the employee shall be paid for *only* the time spent in attendance on such courses at their regular or premium rate as may be applicable.
- b) A Registered Practical Nurse is required to present to the Chief Nursing Officer or designate on or before February 15th of each year evidence that his or her Certificate of Registration is in good standing and currently in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for whatever reason, the nurse shall be placed on suspension without pay.

If the nurse presents evidence that their Certificate of Registration has been reinstated, they shall be reinstated to their position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the RPN being placed on suspension by the hospital will result in the nurse being deemed to be no longer qualified and shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

ARTICLE 14 - TECHNOLOGICAL CHANGE

- 14.01 Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.
- 14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the Bargaining Unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- 14.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous education background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 14.04 Employees with one (1) or more years' of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted up to **four (4)** consecutive working days off without loss of regular pay from regularly scheduled hours, in conjunction with the day of the funeral (i.e. no earlier than 3 days before and end no later than 3 days after) for the death of the **spouse, child or parent**. Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to three (3) consecutive working days off without loss of regular pay for regularly scheduled hours in conjunction with the day of the funeral of a member of his immediate family. "Immediate Family" means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law,

sister-in-law, grandparent, grandchild, guardian or step-parent. An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral for his or her aunt, uncle, niece or nephew **or spouse's grandparent**. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clauses are deemed to include a common-law spouse and partner of the same sex.

All other types of special leaves may be authorized at the discretion of the employer.

15.02 Education Leave

- a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- d) Hospital agrees to pay course registration for CPR recertification for employees who are required to be CPR Certified as a condition of their employment.

15.03 Jury and Witness Duty

- a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or 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 not lose regular pay because of such attendance provided that the employee:
 - (i) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
 - (ii) presents proof of service requiring the employee's attendance;
 - (iii) deposits with the Hospital the full amount of compensation received excluding mileage, traveling and meal allowance and an official receipt thereof.
- b) In addition to the foregoing, where an employee is required by subpoena to attend

a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee, and, as a result he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1½) his regular straight time hourly rate subject to (i), (ii) and (iii) above.

Where an employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regular scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

15.04 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the 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 normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- e) Credits for service and seniority shall accumulate for a period of up to seventeen weeks while an employee is on pregnancy leave.
- f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave

- a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between

ninety three percent (93%) of her regular weekly earnings and the 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 parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) 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 time her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- f) Credits for service and seniority shall accumulate for a period of up to thirty-five weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- h) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.06 Full Time Union Office

- a) Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence without pay, to an employee elected or appointed to full time Union office **and may be extended and such requests for extension will not be unreasonably withheld.** It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time.

Such leave if granted, shall be for a period of one (1) calendar year (in the case of the Union President, **three (3) calendar years**) from the date of appointment unless

extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave

- a) The Hospital shall grant leave of absence, without pay, to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days' clear notice, in writing, to the Hospital.
- c) The cumulative total leave of absence, the number of employees that may be absent at any one time for any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- d) It is understood and agreed, however, that any leave of absence shall not exceed two (2) weeks' and not more than three (3) employees shall be absent at the same time with the provision that there shall be no more than one (1) employee per nursing unit or other department. For additional requests made by the Union over and above three (3) employees, the Hospital may grant said leave on an individual basis. The total cumulative leave of absence granted to any employee under this clause shall not exceed three (3) weeks in any calendar year.

15.08 Personal Leave

- a) The Hospital may grant leave of absence, without pay and without loss of seniority, to any employee for legitimate personal reasons. All requests for such leaves shall be made in writing.
- b) Requests for such leave of absence must be made at least one (1) month in advance.

15.09 Pre-Paid Leave Plan

The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Act Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Hospital at least six (6)

months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.

- c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- d) Where there are more applications than spaces allotted, seniority shall govern.
- e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- h) All during the four (4) year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- k) 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. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

15.10 Emergency Leave

The Hospital shall comply with the Employment Standards Act.

ARTICLE 16 – HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- a) The regular work week for full time employees shall average thirty-seven and one-half (37 ½) hours exclusive of meal times for each employee averaged over seventy-five (75) hours in a bi-weekly period
- b) A regular part time employee shall mean an employee who has made a written agreement with the hospital to be available on a pre-determined schedule. Such employee must be available to work a total of forty-eight (48) weeks of the year unless absent as per the collective agreement, which must include the month of December, and in addition, be available for:
 - i) work on any tour;
 - ii) be prescheduled by seniority for up to 45 hours bi-weekly within each site and within their classification. Scheduling will be done on a six (6) week master rotation.

- iii) a minimum of eight (8) weekends in every twenty-four (24) week period subject to the following:
- c) Prescheduled part time employees covered by this Agreement shall not be regularly scheduled more than forty-five (45) hours bi-weekly. However, such employees may be offered more work in any week, which the employee has the option of refusing. Refusal of such extra work will not prejudice the employee's status and acceptance on an intermittent basis will not remove an employee from the part time status. Repeated failure to accept additional work will result in the employee not being offered work beyond the prescheduled shifts.

Part time employees may work more than twenty-four (24) hours per week to cover illnesses, vacation leaves of absence, etc., but will not be required to work more than seven (7) consecutive days without a day off.
- d) It is understood that the normal hours of work include those required to accommodate the change from Daylight Savings Time to Standard Time and vice versa. It is understood that employees shall only be paid for actual time worked and overtime will not be paid for additional hours worked during a twenty-four hour period.

16.02 Meal and Rest Periods

- a) There is one (1) meal period of thirty (30) minutes and two (2) rest periods of fifteen (15) minutes each in each seven and one-half (7 ½) hour shift for full time employees.

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three quarter (3 ¾) hours of work during their shift. There is one meal period of thirty (30) minutes.
- b) When an employee performs authorized overtime of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes.
- c) If an employee is authorized to work during the lunch break due to work requirements, he will be given a lunch break later in the shift or will be paid time and one-half (1 ½) his regular hourly rate for all time worked in excess of his normal daily hours.

16.03 Time Off Between Shifts

For Full time employees no less than two (2) consecutive shifts will be scheduled between changes of shifts and at least forty-eight (48) hours off shall be scheduled following the night shift schedule unless the employee concerned and the Hospital agree otherwise. The Hospital will endeavour to provide two (2) **shifts** off work between scheduled shifts subject to circumstances of patient care.

In the case of departments where part time employees are required to rotate on the day, evening and/or night shifts, the employer will endeavour to arrange shifts such that there

will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and of thirty-nine (39) hours if there is one (1) day off and sixty-three (63) hours if there are two (2) days off between the change-over of prescheduled shifts.

16.04 Weekends Off

In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide for a minimum, of at least three (3) weekends off within a six (6) week period for all full time employees and part time RPN's, and two weekends off within a six (6) week period for all other part time employees. For full time employees, the Hospital will endeavour to provide every other weekend off. Where a weekend off is not granted as set out above, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- i) Such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- ii) Such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- iii) Such weekend is worked as a result of an exchange of shifts with another employee; or
- iv) The Hospital is unable to comply due to a prohibition against scheduling split days off.

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Hospital and the employees affected and approved by the Union.

For purposes of scheduling, a "weekend" shall be defined as the forty-eight (48) hour period commencing no later than 2330 hours Friday.

16.05 No Guarantee

The following hours of work clause does not constitute a guarantee as to the hours of work per day, not as to the days of work per week.

16.06 Posting of Schedules

Shift schedules and days off will be posted at least two (2) weeks in advance and will not be changed without the consent of both parties except in the case of an emergency. Requests for specific days off are to be submitted at least **three (3)** weeks in advance of posting and will cover a six (6) week period.

16.07 Exchange of Shifts

The Hospital may allow an exchange of shifts upon written request of two employees provided it is submitted in writing to the Manager or designate for their approval and co-signed by the employee(s) willing to exchange days or shifts. Such requests will not be unreasonably denied. Full and part time employees shall be permitted to exchange shifts provided such change is fully consistent with the requirements of the department and proper patient care. No premium pay or additional costs to the Hospital shall be incurred. No more than one change per shift will be permitted.

16.08 No less than two (2) consecutive shifts will be scheduled off after an employee works seven (7) consecutive shifts.

16.09 An employee who normally rotates on all three (3) shifts shall not be scheduled to work more than two (2) consecutive weeks of evenings and/or night shift without his written consent. Employees shall have a choice of two of three shifts with the option of a third if the person so desires and indicates and must be upon mutual consent. Preference for straight evening or night shift work will be considered.

16.10 Four (4) days off will be scheduled in every two (2) week period. No employee shall be scheduled to work more than seven (7) consecutive shifts. Days off shall be scheduled by the Hospital on the following basis:

- i) Two (2) periods of two (2) days off; or
- ii) one (1) period of three (3) days off and one (1) period of one (1) day off;
or
- iii) two (2) periods of one (1) day off and one (1) period of two (2) days off in a two (2) week schedule.

16.11 All employee's will be given **twenty-four (24) hours notice of cancellation of shift. Should it be necessary to send an employee home from a particular department/unit after four (4) hours, it shall be done in the following order:**

- a) Those in receipt of Premium/overtime pay
- b) Voluntary
- c) Temporary/Casual Employees
- d) Least senior part time employee
- e) Least senior full time employee

16.12 Christmas & New Year's Scheduling

An employee will be scheduled off for not less than five (5) consecutive days, by seniority, at either Christmas or New Years, if the request is;

- a) In writing on a posted preference list, and**
- b) Is workable**

Christmas time off will include December 24, 25, 26 and time off at New Years shall include December 31 and January 1. The normal scheduling conditions shall be waived between December 15 and January 15 to accommodate this special arrangement. Each year an employee's assignment will be alternated. This clause will not apply to employees working in areas, which are not normally required to work on weekends, and paid holidays.

The Hospital will post a blank Christmas and New Year's preference sheet no later than September 1st in each year for a period no longer than 30 days. Where a conflict arises, employees who have requested the same holiday off as the previous year will have their preference changed based on reverse order of seniority. Preference of shift worked will be based on employee's current rotation i.e. if your rotation is Day/Evening you may only state a shift preference for either days of Evenings

Schedules other than above may be arranged by mutual consent.

16.13 Call in for Premium Shifts

Any shift that incurs premium pay requiring a replacement will be offered in the following order: Skill, ability, seniority, classification within the unit, and incurring the least overtime.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

For the purpose of calculating any benefit or money payment under this agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule "A" of this agreement.

17.02 Definition of Overtime (Overtime Premium)

- a) All authorized overtime in excess of seven and one-half (7 ½) hours in any day for employees who are regularly scheduled to work a seven and one half (7 ½) hour shift or seventy-five (75) hours over a bi-weekly pay period, shall be paid at one and one-half (1 ½) the employee's regular straight time rate of pay except for authorized overtime on a statutory holiday which shall be paid to full time employees at two and one-half (2 ½) times the employee's regular straight time rate of pay.
- b) A full time employee shall be paid one and one-half (1 ½) times his straight time rate of pay for all work performed on his regular scheduled day off.
- c) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

- d) Call back shall not be construed as hours of work for purposes of this Article.
- e) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.

17.03 Reporting Pay

Employees who report for work for which they are scheduled shall be guaranteed at least four (4) hours of work or if no work is available shall be paid for at least four (4) hours at their regular straight time rate of pay. The reporting allowance outlined herein shall not apply whenever an employee has received not less than one (1) hours' prior notice not to report for work.

17.04 Standby

Upon date of ratification, an employee who is required to remain available for duty on standby, outside the normal work hours for that particular employee, shall receive standby pay in the amount of **Three dollars and twenty cents cents (\$3.20)** per hour for all hours on standby.

Standby pay shall, however, cease **for the duration of the call back period.** The Hospital will make every effort to schedule employees for standby for not more than seven (7) consecutive days unless mutually agreed to by both the Hospital and the employee.

17.05 Call-back

- a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours' pay at the rate of time and one-half (1 ½) their regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift, the call-back will only apply to the point of commencement of a regular shift at the rate of time and one-half (1 ½) after which they shall revert back to the regular shift.
- b) Call-back pay shall cover all calls within the minimum four (4) hour period provided for under (a) above. If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call-back premium, but in no case shall an employee collect two (2) call-back premiums within one (1) such four (4) hour period, and to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) shall apply.
- c) Notwithstanding the foregoing, an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one-half (2 ½) times his regular straight time hourly rate for all hours actually worked on such

call-backs or four (4) hours pay at time and one-half (1 ½) his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

Upon ratification of the Collective Agreement by both parties, employees shall be paid a shift premium of **one dollar (\$1.00)** per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.

17.07 Weekend Premium

Upon date of ratification of the Collective Agreement by both parties, an employee shall be paid a weekend premium of **one dollar (\$1.00)** per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, she will receive weekend premium under this provision.

17.08 Responsibility Outside the Bargaining Unit

When an Employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the Bargaining Unit **the employee shall be paid a premium of fifty five cents (\$0.55) per hour in addition to their regular hourly rate.**

17.09 Overtime - Lieu Time

Where an employee chooses equivalent time off for approved overtime, she/he may accumulate and retain a maximum of seventy-five (75) hours at any one time (see Article 17.01 and 17.02). Such time off may be taken on a mutually agreed upon basis between the employee and the Hospital. The Hospital will pay out at the premium rate all hours remaining in any overtime bank as of the end of the pay period in which March 31st falls.

17.10 Paid Time to Working Time

- a) Employees absent on approved leave, paid by the Employer or by the Workplace Safety and Insurance Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.
- b) The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

17.11 No Pyramiding

Overtime premium will not be duplicated or pyramided, nor shall other premiums be duplicated not pyramided.

ARTICLE 18 - ALLOWANCE

18.01 Meal Allowance

- a) When an employee is required to and does work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or **six dollars (\$6.00)** if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.
- b) Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, available, and may claim the **six dollar (\$6.00)** payment.

18.02 Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of **seventy-five dollars (\$75) the first pay period in November 2007. Effective the first pay period in November 2008 this lump sum payment will increase to eighty dollars (\$80.00) provided the employee has been employed in the area the uniform is required for a period of six (6) months at date of payment.** This allowance shall not apply to employees who are not actively at work or on an approved absence. **Further, it is understood that where uniforms are required to be worn (supplied either by the Hospital, or an allowance is paid), employees are encouraged not to wear them outside the Hospital premises.** There shall be no retroactivity on the allowance paid out during the current year.

18.03 Transportation Allowance

- a) When an employee is required to travel to the Hospital or to return to his home as a result of reporting to or off work between the hours of 2400 - 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of **thirty-eight cents (\$.38)** per kilometer [to a maximum of twenty-five dollars (\$25.00)] or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.
 - (i) After commencing his/her shift where an employee is assigned by

the employer to go to another site, travel time and mileage between the worksites will be paid at the applicable collective agreement rates.

- (ii) Where an employee is assigned by the Employer to go to another worksite prior to the start of his/her shift, mileage will be paid at **thirty - eight cents (\$.38)** per kilometer and shall be paid from the employee's home site.

If an employee requests or voluntarily accepts work, as per the collective agreement, at a site other than their home site, the Employer is not required to pay mileage or travel time.

Distances between the sites are established by the employer.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- a) The Employer 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.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst Bargaining Unit employees.
- c) 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.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) 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.
- f) Any Representative appointed or selected in accordance with (b) hereof, shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such Representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the Representative (s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so request, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing

- a) The Hospital agrees to continue its present practice with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Hospital further agrees to meet directly with the Representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that, which the Hospital is presently providing.
- b) The Hospital will provide **Ninety (\$90.00) per year the first pay period in October 2007 and Ninety-five (\$95.00) the first pay period in October 2008** to each employee per year who is required by the Hospital to wear safety footwear during the course of his duties **provided the employee has been employed in the area the safety footwear is required for a period of six (6) months at the date of payment. It is understood that where safety footwear is required to be worn at work, employees are encouraged not to wear them outside the Hospital premises.** There shall be no retroactivity on the allowances paid out during this current year. This allowance shall not apply to employees who are not actively at work or those on an approved absence.

19.03 Violent Patients

Where an employee is expected to respond and assist with the handling of violent patients within QHC, such employees will receive appropriate training as determined by QHC.

ARTICLE 20 – PAID HOLIDAYS

- 20.01.1a) Subject to the provisions of Article 20.03, full time employees shall be paid at their regular straight time rate of pay for the following holidays:

New Years Day
Heritage Day
Good Friday
Easter

Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving
Remembrance Day
Christmas Day
Boxing Day

If a part time employee is required to work on any of the above holidays, the employee shall be paid at the rate of time and one half (1 ½) her regular straight time hourly rate for all hours worked on such holiday.

- b) Due to the nature of the services necessary in a Hospital, many of the employees may be required to work these holidays. Where a full time employee becomes entitled to a lieu day, the lieu day shall be scheduled, as agreed to between the Hospital and the employee and may only be taken after such Statutory Holiday with the exception of the Christmas holidays. The Hospital agrees that lieu days will not be arbitrarily withheld. When work is performed on a statutory holiday, payment will be at the rate of time and one half (1 ½) in addition to the holiday pay for a total of double time and one half (2 ½) where the holiday is worked for full time employees. Or an employee may be paid at the rate of time and one half (1 ½) and receive a lieu day.
- c) For clarification purposes of when a designated holiday begins and ends, the first shift of the holiday shall be the shift where the majority of hours are scheduled before 0800 hours.
- d) Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such an employee shall receive two and one-half (2 ½) times his regular straight time hourly rate for such additional authorized overtime.
- e) In general, employees will alternate with each other in being absent from work on holidays – for instance, an employee having Christmas Day off may not be allowed off on New Year's Day.
- f) Employees preferences will be carefully considered before posting of schedules providing there is no delay in stating the preference.
- g) If any of the above-named holidays occurs on a full time employee's regular day off or during his vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the employees Manager.
- h) To qualify for payment for statutory holidays, the employee must work his

regularly scheduled shift immediately preceding and succeeding the holiday unless absent by reason of legitimate illness confirmed by medical certificate, if requested and such illness commenced with thirty (30) days prior to the date of the holiday.

ARTICLE 21 – VACATIONS

21.01 Entitlement and Calculation of Payment

The computation of hours for vacation progress shall be based on accumulated hours of services as of June 30th each year, seventeen hundred and twenty-five (1725) hours equaling one (1) year of continuous service.

Vacation entitlements will be earned during the twelve (12) month period beginning on July 1st of a preceding year and ending June 30th of a current year. This period is called the Vacation Reference Year.

Vacations must be taken during the twelve month period (beginning July 1st of a current year and ending June 30th of the next year) immediately following the Vacation Reference Year as outlined above.

Vacation entitlement for Employees shall be as follows:

PART TIME			FULL TIME	
Gross Earnings	Hours Worked	Unpaid Days Entitlement	Completed Continuous Service	Pd Wks Entitlement
4%	start to 3,449	Up to 6	< 1 yr service	.83 days to max 10 days
			1 yr but less than 2 yrs.	2 weeks
6%	3,450 to 8,624	9	2 yrs but less than 5 yrs	3 weeks
8%	8,625 to 22,425	12	5 yrs but less than 13 yrs	4 weeks
10%	22,425 to 37,950	15	13 yrs but less than 22 yrs	5 weeks
12%	37,950 to 48,299	18	22 yrs but less than 28 yrs	6 weeks
14%	48,300 +	21	28 yrs. +	7 weeks

For clarification, an employee who has completed twenty-eight (28) or more years of continuous service as of June 30th shall be entitled to seven (7) weeks’ annual vacation with pay. An employee will not be eligible to receive the seventh (7th) week of vacation where

they have already received the additional five (5) days of supplemental vacation in the same vacation year. An employee who has received an additional 2% of gross earnings as a result of completing 51,750 hours or 60,375 hours in the vacation year that this agreement is effective shall not be eligible to receive 14% vacation pay until the following vacation year.

Vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay times their normal weekly hours of work, subject to the application of the Effect of Absence Provision.

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

21.02 Approved Leave of Absence During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness, which requires the employee to receive on-going medical care, and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days.

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

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 15.01. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

Vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay times their normal weekly hours of work, subject to the application of the Effect of Absence provision.

21.03 Vacation Scheduling

- a) All normal deductions made from an employee's pay will be made from the vacation pay.
- b) Prior to leaving on vacation an employee shall be notified, if possible, of the tour of duty to which she or he is to report to work following vacation.
- c) The Hospital will post by February 15th a vacation preference list for the period of July 1st to December 31st in each department and each employee should indicate prior to March 31st his preference(s) for vacation. In the event of conflict, seniority shall govern consistent with the efficient operation of the department. The vacation schedule will be confirmed by April 30th and may not be altered unless with the mutual consent of the employee and the Manager.

- d) The Hospital will post by September 15th, a vacation preference list for the period of January 1st to June 30th, in each unit and each employee employed in the unit should indicate prior to October 31st his or her preference(s) for vacation. In the event of conflict, seniority shall govern consistent with the efficient operation of the department. The vacation schedule shall be confirmed by November 30th and may not be altered unless with the mutual consent of the employee and the manager.
- e) Any remaining vacation shall thereafter be granted on a first come first serve basis consistent with the efficient operation of the unit.
- f) Vacations will not normally be granted between the period December 15th and January 7th. The Hospital may consider an employee's request for Vacation between this period of time in unusual circumstances.
- g) Where employees have not selected the remaining vacation entitlement by May 1st of each vacation year, the vacation is to be scheduled by mutual consent between the employee and the Manager. Should any unused vacation remain to the credit of an employee on June 1st of the vacation year, such vacation will be scheduled by the Manager.
- h) It is understood and agreed that where an employee is entitled to more than two (2) weeks vacation, the Hospital may require such employee to take his vacation in interrupted periods. Particularly during the period of June 15th to August 31st if necessary.
- i) Vacations may not be accumulated from one vacation year to the next without the approval of the Manager and Human Resources Department.
- j) The Hospital will endeavour to provide a part time employee's request for two (2) consecutive weeks off at one time should they have entitlement. Weekends are included in vacation entitlement.

21.04 Payment of Vacation Pay

Part time employee's vacation pay will be paid out in a lump sum once a year the first full pay period in July. Vacation pay will be included on the regular pay cheque of the first full pay period in July.

The Hospital will endeavour to have the percentage indicated on the pay stubs.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of the participating eligible employees in the active employ of the

Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements.

- a) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing **\$22.50** (single) and **\$35.00** (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (to a of maximum \$200.00 every 24 months with \$50 every two years for eye examinations per insured effective the first month following ratification) as well as a hearing aid allowance applied every 36 months to a lifetime maximum of \$500.00.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug. The dispensing fee will be capped at \$10.00 per prescription.

Services of a chiropractor will be covered up to an annual maximum of \$300; and services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$300.

- b) Existing provisions for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight (8) hour shifts in any calendar year.
- c) The Hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or comparable coverage.
- d) The Hospital agrees to contribute seventy-five (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee scheduled as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Dental recall will be every nine (9) months, the addition of: Blue Cross Rider #2 (or equivalent) - complete and partial dentures at 50/50 co-insurance to an annual maximum of \$1,000, Blue Cross Rider #3 – Orthodontics at 50/50 co-insurance with **\$1,500** maximum per insured lifetime effective the first month following ratification, Blue Cross Rider #4 (or equivalent) – crowns, bridgework and repairs at 50/50 co-insurance to a annual maximum of **\$1,500**.
- e) **Benefits Age 65 and Older: Semi-private hospital insurance and extended health care benefits will be extended to active full time employees from the age of sixty-five (65), and up to the employee's seventieth (70th) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).**

f) Benefits on Early Retirement

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefit plans as is currently contributed by the Hospital to the billed premiums of active employees.

22.02 A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and pregnancy and parental supplemental unemployment benefits) an amount equal to fourteen percent (14%) of his/her regular straight time hourly rate for all straight time hours paid.

22.03 Change of Carrier

A copy of all current master policies of the benefits referred to in this article shall be provided to the union upon request.

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are comparable. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

22.04 Influenza Vaccine

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

- a) Employees 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 an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- c) The Hospital recognizes that an employee has the right to refuse any required vaccination.
- d) If an employee refuses to take the vaccine required under this provision, he or she may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. An

employee placed on unpaid leave can use banked lieu time or vacation time in order to keep their pay whole.

- e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, they may be reassigned during the outbreak period, unless reassignment is not possible in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- f) If the employee 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 employees free of charge.

22.05 Pension

Each new employee who is eligible upon entering the service of the Hospital shall, as a condition of employment, enroll in and remain a member of the Hospital of Ontario Pension Plan (H.O.O.P.P.), must retire in accordance with the provisions and requirements of the plan.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workplace Injury

In the case of an accident, which will be compensated by the Workplace Safety and Insurance Board, the Employer will pay the employee's wages for the day of the accident.

23.02 Disabled Employees

If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the Hospital may establish a special classification and salary with hope of providing an opportunity of continued employment.

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Plan (HOODIP) brochure.

- 24.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage for eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent Plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with

three (3) months; or more of service shall be deemed to have three (3) months' of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

- 24.03 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety and Insurance Board benefits.
- 24.04 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- 24.05 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

24.06 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EI). 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.

24.07 Workplace Safety and Insurance Benefits and Sick Leave

- a) An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety Insurance Board Benefits for a period longer than one (1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from the Workplace Safety Insurance Board if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety Insurance Board. If the claim for Workplace Safety and Insurance Board compensation is not approved, the monies paid, as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- b) Any dispute which may arise concerning an employee's entitlement to long Term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievances and arbitration under the provisions of this agreement.
- c) It is understood that an employee on a modified work plan as a result of an injury may have their work schedule altered. This change in work schedule may include input from the Occupational Health & Safety Department, the Department Manager, the employee and the union.

24.08 Pay for Medical Certificate

The Hospital shall pay the full cost of any medical certificate required of an employee.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital, consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the Bargaining Unit will be placed in the range of the higher rated classification so that he shall receive not less an increase in wage rate that the equivalent of one (1) step of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

In the event of a transfer to a classification having a lower rate of pay grid, he shall be paid at the range rate in the new job classification nearest to his current rate and he shall progress on the grid in incremental stages in accordance with time served in his new job classification.

25.03 Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the Bargaining Unit, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned for the duration of the assignment.

25.04 Job Classification

- a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local union of the same and provide details at least fourteen (14) days prior to posting. If the local union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such

meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

- b) When the Hospital makes a substantial change during the term of this agreement in the job content of an existing classification, which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- c) If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit having regard to the requirements of such classifications.
- d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25.05 Wages and Classification Premium

During the lifetime of this Agreement, the Hospital agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A".

25.06 Pay Equity

Upon implementation of the Pay Equity Plan in 2005, the parties agree that Pay Equity for the CAW staff has been achieved in accordance with the Pay Equity Act, 1987. The parties are satisfied that this Collective Agreement maintains Pay Equity for members of this bargaining unit for the duration of this contract. The parties agree that any new classifications that may be created in the Bargaining Unit shall be deemed to achieve pay equity through the application of the "New Classification" clause of the collective agreement Article 25.04. The parties further agree that future review for the purposes of insuring Pay Equity will take place concurrent with future collective bargaining for the renewal of this and subsequent collective agreements.

ARTICLE 26 - MEETINGS WITH THE ADMINISTRATOR

- 26.01 At the request of either the President/CEO or a Committee of employees in the Local, meetings may be arranged at reasonable intervals with a maximum number of Stewards for discussions of matters of mutual interest (other than grievances). The party requesting such a meeting shall, when making the request, forward an agenda of the

matters to be discussed at least seventy-two (72) hours before the date of the meeting. Concerns regarding workload, work distribution, work assignments and any other related matter may be discussed at the Labour Management Committee meetings.

ARTICLE 27 - ACCESS TO FILES

27.01 Each employee shall have access to his file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of his Supervisor or the Director of Human Resources. A copy of the evaluation will be provided to the employee at his request.

ARTICLE 28 - LETTERS OF REPRIMAND

28.01 Any letter of reprimand will be removed from the record of an employee eighteen (18) months following the receipt of such letter, provided that the employee's record has been discipline free for such eighteen (18) month period.

ARTICLE 29 - BULLETIN BOARDS

29.01 The Hospital will provide a bulletin board at a mutually satisfactory location for convenience of the Union in posting notices of Union meetings, and related activities. All notices, other than notices of union meetings and related activities must be signed by the proper Officer of the local Union and be submitted to the Director of Human Resources or designate for approval before being posted.

ARTICLE 30 - TIMEKEEPING ARRANGEMENTS

30.01 Each employee shall conform to the timekeeping requirements of QHC. Failure to do so may be cause for disciplinary action. No allowance will be made for time on the record outside of the employee's immediate supervisor. Unauthorized time shown on the record will be regarded as the employee's own time and will not be paid for, and shall be brought to the attention of the employee and employee's supervisor. Union representation will be present for meeting. Employees desiring to leave the hospital premise prior to normal quitting time must obtain permission from his/her immediate supervisor before leaving his/her work. Employees arriving late will be penalized.

ARTICLE 31 - PAY PROCEDURES

31.01 All employees will be advanced from the start rate to the next level on the Wage Schedules contained herein in accordance with the length of service required in the classification. Temporary service or assignment in another classification will not alter an employee's date for advancement unless permanently appointed to another classification or an employee's service is affected by an unpaid leave of absence as specifically contained in this collective agreement.

Although some effective dates will fall between pay periods, the days on the new rate of pay will be included in the employee's next pay.

The Employer agrees that wages will be paid by deposit to the employee's credit in any bank or trust company designated by the employee, and will be available for withdrawal there from on a regular pay day every two (2) weeks. When the banks or trust companies are closed on a regular payday, wages will be available for withdrawal on the preceding day on which they are open.

The Hospital agrees to pay active employee(s) their regular wages and maintain their benefits while that employee(s) is on leave for union business. The Hospital shall be subsequently reimbursed by the Union for that same amount, including the percentage to cover fringe benefits. Reimbursement to the Hospital shall be within thirty (30) days of the Hospital rendering the account.

31.02 Payroll Errors

For Payroll errors of one (1) full shift (7.50 hours) or more, the Hospital will endeavour to correct the error as soon as possible. The employee is obliged to notify the Hospital of such error.

ARTICLE 32 - VIOLENCE AGAINST WOMEN

32.01 The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, treating health care professional who is regulated under RHPA), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without first giving consideration to the facts in each individual case and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

The Employer and the Union will treat such information in a confidential manner unless required by law to report.

ARTICLE 33 - PRINTING OF CONTRACTS

33.01 The Hospital and the Union will share equally in any cost of the printing of a reasonable number of copies of the Collective Agreement.

ARTICLE 34 - DURATION

34.01 Renewal

- a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months' nor later than three (3) calendar months' prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.
- b) It is understood and agreed that "local matters" mean those matters which Have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.
- c) The parties may mutually agree to extend the Agreement for the purpose of continuing negotiations in the hope of reaching settlement without recourse to procedures provided for in the Labour Relations Act of the Province of Ontario.
- d) It is understood that during any negotiations following upon notice of termination of amendment, either party may bring forward counter proposals arising out of, or related to, the original proposals.
- e) Either party may, during three (3) calendar months' prior to the expiry date of this Agreement; give notice in writing to the other party of its desire to commence negotiations with a view of renewing this Agreement.

34.02 Term

This Agreement shall continue in full force and effect until **October 10, 2009**, and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within ninety (90) days prior to the expiration date that it desires to amend or terminate this agreement.

CAW WAGE SCALE ~ SCHEDULE "A"

Classification			Start	6 Mths	1 Yr	2 Yrs
Registered Practical Nurse	Oct. 11 / 06	2.75% + 0.25%	23.313	23.313	23.473	23.635
	Oct. 11 / 07	3.00%	24.012	24.012	24.177	24.344
	Oct. 11 / 08	2.60%	24.636	24.636	24.806	24.977
Electrician Maintenance Tech. Specialist	Oct. 11 / 06	2.75%	23.254	23.254	23.415	23.576
	Oct. 11 / 07	3.00%	23.952	23.952	24.117	24.283
	Oct. 11 / 08	2.60%	24.575	24.575	24.744	24.915
Facility Maintenance Rep (Licensed)	Oct. 11 / 06	2.75%	23.131	23.131	23.131	23.131
	Oct. 11 / 07	3.00%	23.825	23.825	23.825	23.825
	Oct. 11 / 08	2.60%	24.444	24.444	24.444	24.444
Facility Maintenance Rep (Non Licensed)	Oct. 11 / 06	2.75%	22.045	22.045	22.045	22.045
	Oct. 11 / 07	3.00%	22.706	22.706	22.706	22.706
	Oct. 11 / 08	2.60%	23.297	23.297	23.297	23.297
Materiel Representative	Oct. 11 / 06	2.75%	20.798	20.900	21.030	21.123
	Oct. 11 / 07	3.00%	21.422	21.527	21.661	21.757
	Oct. 11 / 08	2.60%	21.979	22.087	22.224	22.323
Hospitality Services Rep.	Oct. 11 / 06	2.75%	18.047	18.151	18.277	18.372
	Oct. 11 / 07	3.00%	18.588	18.695	18.825	18.923
	Oct. 11 / 08	2.60%	19.072	19.181	19.315	19.415
Physiotherapy Assistant	Oct. 11 / 06	2.75%	19.923	20.441	20.997	21.513
	Oct. 11 / 07	3.00%	20.521	21.054	21.627	22.158
	Oct. 11 / 08	2.60%	21.054	21.602	22.189	22.734
Physiotherapy Aide	Oct. 11 / 06	2.75%	20.761	20.857	20.960	21.123
	Oct. 11 / 07	3.00%	21.383	21.483	21.589	21.757
	Oct. 11 / 08	2.60%	21.939	22.041	22.150	22.323
Cook	Oct. 11 / 06	2.75%	20.777	20.883	21.015	21.123
	Oct. 11 / 07	3.00%	21.400	21.509	21.646	21.757
	Oct. 11 / 08	2.60%	21.957	22.069	22.209	22.323
Facility Services Rep.	Oct. 11 / 06	2.75%	17.997	18.131	18.250	18.372
	Oct. 11 / 07	3.00%	18.537	18.675	18.798	18.923
	Oct. 11 / 08	2.60%	19.019	19.161	19.287	19.415
Facility Maintenance Rep. Assistant	Oct. 11 / 06	2.75%	18.616	18.745	18.873	19.002
	Oct. 11 / 07	3.00%	19.175	19.307	19.439	19.572
	Oct. 11 / 08	2.60%	19.673	19.809	19.945	20.080
Personal Support Worker	Feb. 13 / 08	new	19.450	19.550	19.650	19.780
	Oct. 11 / 08	2.60%	19.956	20.058	20.161	20.294
Nutritional Food Specialist Driver Delivery Rep.	Oct. 11 / 06	2.75%	18.616	18.616	18.842	18.943
	Oct. 11 / 07	3.00%	19.175	19.175	19.408	19.511
	Oct. 11 / 08	2.60%	19.673	19.673	19.912	20.019
Nutritional Food Services Rep Shipping & Receiving Rep	Oct. 11 / 06	2.75%	17.997	18.131	18.250	18.372
	Oct. 11 / 07	3.00%	18.537	18.675	18.798	18.923
	Oct. 11 / 08	2.60%	19.019	19.161	19.287	19.415
Carpenter	Oct. 11 / 06	2.75%	22.483	22.826	22.826	22.826
	Oct. 11 / 07	3.00%	23.157	23.511	23.511	23.511
	Oct. 11 / 08	2.60%	23.759	24.122	24.122	24.122
Painter	Oct. 11 / 06	2.75%	21.263	21.607	21.607	21.607
	Oct. 11 / 07	3.00%	21.901	22.256	22.256	22.256
	Oct. 11 / 08	2.60%	22.470	22.834	22.834	22.834

LETTERS OF UNDERSTANDING
PROFESSIONAL DEVELOPMENT – RPN’s

(replaces Charney Board Arbitration
and Utilization of RPN Skills L OF U’S)

The parties recognize their joining responsibility in and commitment to active participation in the area of professional development. As a self-regulating profession, RPN’s recognize the importance of ongoing learning and the maintenance of competence in a dynamic practice environment.

There shall be Professional Practice Nursing Council to address the issues of practice and professional development. This committee shall include representatives of the Hospital, RPN’s, RN’s and advisory support, and will meet based on the terms of reference established by said committee.

The Hospital agrees to pay for time spent during regular working hours for attendance at these meetings.

Those employees working under the auspices of the Regulated Health Professions Act shall be entitled to leave of absence without loss of earnings from his or her regularly scheduled working hours for the purposes of writing exams arising out of the Quality Assurance Program and Practice Review Program by the College of Nurses of Ontario.

FOR QHC:

FOR THE UNION

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING
RPN MENTORSHIP

During the term of this Collective Agreement, both parties agree to forward the request to for a Mentorship Program to the Nursing Practice Committee to determine whether such an assignment is required. Should it be determined that there is a need, the committee will:

1. Assess the need
2. Define the Role
3. Provide the Guidelines
4. Determine Implementation
5. Evaluate the Program

The Hospital agrees should such an assignment be developed, the nurse assigned the mentoring responsibility would be paid a premium of \$0.60 cents per hour in addition to their regular hourly rate.

FOR THE HOSPITAL:

FOR THE UNION:

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING **JOB SHARING – RPN’S**

Job sharing is defined as an arrangement whereby two or more RPN’s share the hours of work that would otherwise be one full-time position. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing. Job sharing requests with regard to full time positions shall be considered on an individual basis. The employees involved in a job sharing arrangement will be classified as regular part time and will be covered by the provisions of this agreement applicable to part time employees.

HOURS OF WORK/SCHEDULING

- a) Total hours worked by the job sharers shall equal one full time position.
- b) Job sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the Manager in the area concerned. Such permission will not be unreasonable withheld.
- c) Employees will be granted at least five (5) consecutive days off over either Christmas or New Years. When one or both job sharers work over Christmas, neither can be required to work over New Years and vice versa unless mutually agreed otherwise. Should employees be assigned to work either Christmas or New Years, they will be expected to work on at least five (5) consecutive days, if required for normal tours, if required. Where both job sharers request to work Christmas or New Years, or request to have either off, and conflict exists, then seniority shall be the deciding factor.
- d) Job sharers will not be required to work, in total, more paid holidays than would one full time employee, unless mutually agreed otherwise.
- e) Each job sharer may exchange shifts with their partner as well as other employees as provided by the Collective Agreement.
- f) It is expected that both job sharers will cover each other’s incidental illnesses and vacation.
- g) Job sharers will not be scheduled extra shifts while their partner is working. When extra tours are available, they will first be offered to regular part time, as long as premium pay is not incurred, then to jobsharers before being offered to casual staff.
- h) In the event that one member of the job sharing arrangement goes on vacation, maternity leave or any other leave of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner’s shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence, they must inform the manager of their intention two weeks prior to the posting of the next schedule. The vacancy will then be offered to regular part time employees on the unit in seniority order.

IMPLEMENTATION

- a) Where the job sharing arrangement arises out of the filling of a vacant full time position, the full time position will be posted first and in the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out of the Collective Agreement.
- b) An incumbent full time employee wishing to share their position, may do so without having their half of the position posted. The other half of the job sharing position will

be posted and selection will be made on the criteria set out in the collective Agreement. This employee shall then receive payment in lieu for all fringe benefits as set out in the part time Collective Agreement.

- c) It is understood and agreed that the arrangement is for a trial period of three months for the full time employee originating the request. Once the trial period is over, the employee cannot revert to their former position.
- d) Where two (2) full time employees on one Unit wish to job share, one position, neither half will be posted providing this would create one full time position to be posted and filled according to the Collective Agreement.
- e) If one of the job sharers leaves the arrangement, their position will be posted. If there is no successful applicant to the position, the remaining employee will revert to their former status. If the remaining employee was previously full time, the shared position will become their position. If the remaining employee was previously part time, and there is no part time position available on the same Unit, the employee shall exercise bumping rights to obtain a part time position. However, this will not initiate Article 10.03 of the Collective Agreement. The shared position would then revert to a full time position and be posted according to the Collective Agreement.

DISCONTINUATION

- a) Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
- b) Should the Hospital discontinue job sharing the employees currently working those arrangements will have the option of reverting to their former status or remain part time.

FOR QHC:

FOR THE UNION:

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING

RE: STAFF PLANNING COMMITTEE AND CHARNEY BOARD

The parties agree that in the event of a dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter may be submitted to a board of Arbitration chaired by either L. Davie, or G. Charney or such others as determined by the committee referenced below. The Chair shall be appointed on a rotating basis giving due consideration to availability. In the case of a tripartite board, the CAW will name a nominee.

The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint Committee will be established between the Union and the participating hospitals to discuss and reach agreement on improvements to the existing process. In reviewing the existing process the Committee will be giving consideration to the interest of both parties in a timely resolution to disputes.

The Committee will meet within 90 days of ratification to commence discussions and it is understood that the work of the Committee will be completed within 120 days of the ratification dates.

Signed & dated in Belleville this _____ day of _____, 2008.

FOR THE HOSPITAL:

FOR THE UNION:

LETTER OF UNDERSTANDING

RE: MODEL AGREEMENT, EXTENDED SHIFT ARRANGEMENTS

The local parties hereby agree, subject to the approval of the Ministry of Labour, that extended shifts will be implemented under the following terms and conditions. In all other respects the Collective Agreement shall apply.

All eligible full time employees on a unit/department that is considering extended shift schedules will be given an opportunity to vote on the proposed schedule. The parties will jointly supervisor such vote, which shall be held by secret ballot.

Where 75% of those employees eligible to vote have voted in favour of extended shifts, the new schedule will be implemented on a six-month trial basis and will reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 – Work Unit and Employees Covered

(Detailed and specific description of department and employees covered)

Article 2 – Probation

2.1 It is understood that a new employee working extended shifts will be considered on probation until he/she has completed three hundred and thirty-seven and one half (337 ½) hours of work (45 x 7.5 hours = 337.5).

In all other respects the terms of probation will be in accordance with the collective agreement.

Article 3 – Hours of Work

3.1 The normal or standard extended workday shall be ___hours per day.

3.2 (Detailed description with an attached schedule where appropriate.)

3.3 (Where applicable)

Failure to provide ___hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the ___hour period.

Where the ___hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 4 – Scheduling

(Scheduling conditions to be determined i.e. weekends of, consecutive shifts worked etc.)

Article 5 – Overtime

- 5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Model Agreement.
- 5.2 For purpose of overtime the hours of work per week shall be averaged over ___(weekly/pay-periods).

Article 6 – Rest and Meal Periods

- 6.1 Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.
- 6.2 (The length of the meal period to be determined.)

Article 7 – Sick Leave and Long Term Disability

The short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift up to a fifteen (15) week total of 562.5 hours. All other provisions of the existing plan shall be maintained.

Article 8 – Paid Holidays

- 8.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work" provision – Article 16.
- 8.2 An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1 ½) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay time seven and one-half (7 ½) hours, except in those hospitals, which have a different standard workday in which case holiday pay will be based on the standard or normal daily hours in that hospital.

Article 9 – Vacation

- 9.1 Vacation entitlement as set out in the collective agreement will be converted to hours on the basis of the employee's normal workweek.

Article 10 – Temporary Transfers

- 10.1 In Article 25.03 of the collective agreement, replace "for a period in excess of one-half a shift" with "in excess of 3.75 hours" for extended tours.

Article 11 – Responsibility Allowance Outside the Bargaining Unit

In Article 17.07 of the collective agreement replace “in excess of one-half of a shift” with “after 3.75 hours” for extended hours.

Article 12 - Termination

12.1 Either party may, on written notice of ____ (days/weeks) to the other party, terminate the Agreement for reason.

Signed at Belleville this _____ day of _____, 2008.

FOR THE HOSPITAL:

FOR THE UNION:

LETTER OF UNDERSTANDING

RE: PROFESSIONAL RESPONSIBILITY

The following provision will be effective the date of ratification and will expire on October 10, 2009.

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA) are assigned a workload, which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee may complete a “Workload Review Form” which can be provided to the supervisor and to the Union. The Workload Review Form will be attached as an Appendix to the Collective Agreement.

Signed and Dated in Belleville this _____ day of _____, 2008.

FOR THE HOSPITAL:

FOR THE UNION:

WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

To correct this problem, I/We recommended: _____

Name/Title of Immediate Supervisor Notified: _____

Date/Time of Notification: _____

Response: _____

Signature of Employee(s) & Printed Name(s) on Line Below:

I/we do not agree with the resolution of my concern

**LETTER OF UNDERSTANDING
UTILIZATION OF STUDENTS**

In recognition of the Michel Picher award, the parties agree that students may be utilized as follows:

1. Students will generally be post secondary students with preference given to those in a related education program.
2. Students may be used during:
 - Summer (May 1st to Labour Day)
 - Christmas (2 weeks prior to Dec. 25th until Mid Jan.)
 - Reading Week (2 weeks around February/March Break)
3. Students may be scheduled up to the scope provision of the collective Agreement provided all part time employees in the area/department have been provided with hours up to scope. Students will be treated as regular part time for call in purposes.
4. Students will receive no less than ten dollars per hour (\$10.00)
5. The Hospital shall advise the Union when students are hire.

Signed and Dated this _____ of _____, 2008.

FOR THE HOSPITAL:

FOR THE UNION:

LETTER OF UNDERSTANDING

Re:

Individual Special Circumstance Arrangement

The parties agree to implement individual special circumstance arrangements in an effort to assist in the retention of full time staff within three years of retirement (according to HOOPP criteria) who may decide to continue their employment if their working hours were reduced. The following conditions will apply:

- a) The employee shall make written application to their Manager and will include the reason(s) for application.
- b) The decision to allow an individual circumstance arrangement will be made in consideration of the personal need of the individual and the service requirements of the Hospital.
- c) The decision to enter into an arrangement shall require the unanimous agreement of the Union, the Hospital and the Employee.
- d) The Union and the Hospital agree that the additional hours of work created by these positions will be applied to the part time hours in the working unit/department.
- e) In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately.
- f) All arrangements will be reviewed annually with the employee, the Hospital and the Union.
- g) Subject to the Hospitals ability to schedule the necessary replacement shifts, full time employees shall be entitled to apply to work .8 FTE. It is agreed for the purposes of overtime, an employee must work 75 hours at straight time in a pay period prior to overtime being applied.
- h) Either party may discontinue the individual special circumstance arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. Should the Hospital discontinue the individual special circumstance arrangement, the employees currently working those arrangements will have the option of reverting to their full time former status.
- i) The benefits and vacation for a Special Circumstance Arrangement shall be according the schedule below:

Hours: 8 days @7.5 hours per day (60) hours, Extended Tours (180 hours averaged over a six-week period.

Dental/Medical/Semi-Private: Same cost sharing as full time.

HOOPP: Based on 75 hours bi-weekly

Paid Holidays: 90 hours (12 paid holidays @7.5 hours)

Vacation: Based on budgeted .8FTE i.e. 4 week entitlement = 16 days = 120 hours.

Group Life: Based on budgeted .8 FTE

Sick Leave: Based on budgeted .8 FTE

Long Term Disability: Based on budgeted .8FTE

Dated this _____ day of _____, 2008

FOR THE HOSPITAL:

FOR THE UNION:

LETTER OF UNDERSTANDING
RE: WEEKEND WORKER SCHEDULE FOR RPN'S

The Hospital may introduce a weekend schedule in order to meet the Hospital's need for weekend staff.

A weekend schedule is defined as a schedule in which a full time employee works a weekly average of thirty (30) hours and is paid for 37.5 hours at his or her regular straight time hourly rate. The schedule must include two (2) 11.25 hour shifts, which fall within a weekend period. An employee working a weekend schedule will work every weekend. Where it is practical the work schedules may reflect sixteen (16) 11.25 hour shifts rather than twelve (12) 11.25 hour and six (6) 7.5 hour shifts over the six (6) week schedule. Weekend workers will be scheduled from Friday to Monday.

Weekend and shift premium shall not be paid.

Vacation: Vacation entitlement is determined by Article 21. Hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked. Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid). Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level as determined by Article 21. Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Single vacation days may be taken on the weekend, provided no replacement is required.

Paid Holidays: Paid Holidays are identified and employees qualify in accordance to Article 20. Credit to the paid holiday bank will occur on the date of the holiday. Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid). If an employee works on a paid holiday, he or she will receive one and one-half (1 ½) pay for all hours worked on a holiday. The employee will not receive a lieu day. The holiday bank can be used as income replacement for absences due to illness or for lieu time off on a week day.

Sick Leave: The employee may utilize the paid holiday bank as income replacement for absences due to illness as outlined above. The employee is eligible for long-term disability benefits. An employee will not receive pay for the first seventeen (17) weeks of any period of absence due to a legitimate illness. Subject to the availability of paid holiday banked hours, the employee will be eligible for Employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. The Hospital will provide the employee

with sixty-five (65%) percent of her or his regular earnings for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness. The employee will be required to provide medical proof of illness for any absence of a scheduled shift which is neither vacation nor an approved leave of absence.

Shift Exchange: Weekend shift exchange will be permitted only between weekend worker employees. Weekday shift exchanges will be permitted provided the Hospital does not incur additional costs. In all instances of shift exchange, the shift must be of the same duration.

Overtime: Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the six (6) week schedule.

Scheduling Provisions: The scheduling and premium provisions relating to weekends off do not apply to nurses who accept positions under this provision. Part time employees replacing full time weekend workers will receive straight time pay for all hours of work in the 11.25 shift and all hours count towards their 45 hours in a bi-weekly period.

Christmas Period: Weekend workers will continue to work weekends during this period of time.

Dated this _____ day of _____, 2008

FOR THE HOSPITAL:

FOR THE UNION:

**LETTER OF UNDERSTANDING
RE: LOCAL HEALTH INTEGRATION NETWORKS (LHIN's)**

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Staff Planning Committee, in accordance with Article 10. Should the parties agree, a separate committee will be formed to deal with all issues arising out of these initiatives.

Dated this _____ day of _____, 2008

FOR THE HOSPITAL:

FOR THE UNION:

LETTER OF UNDERSTANDING

RE: STATUTORY HOLIDAYS

Master rotations for Full Time employees will not be changed unless full time staff scheduled to work on a paid holiday weekend request to work the paid holiday(s) in accordance with Article 16.06. It is understood that an eight (8) day stretch may be scheduled as a result of this request.

The Hospital will endeavour to schedule staff who are not required to work on a paid holiday weekend to have the attached paid holiday(s) off.

The Hospital will endeavour to schedule Part time employees working on a paid holiday weekend to work the paid holiday. Master rotation for part time employees may be altered for the purposes of scheduling hours of work on a Statutory Holiday.

Dated this _____ day of _____, 2008

FOR THE HOSPITAL:

FOR THE UNION:

AGREEMENT BETWEEN QHC & CAW

QHC agrees to contribute \$500.00 each year of the Collective Agreement (beginning on date of ratification then again October 10, 2007 and October 10, 2008), to the CAW's Paid Education Leave Program.

Signed and dated at Belleville this _____ day of _____, 2008.

FOR THE HOSPITAL:

FOR THE UNION:

LETTER OF UNDERSTANDING
MAINTENANCE

The parties agree that the Maintenance Department is considered Multi-site with corporate positions and the Hospital will establish a consistent, rotational work schedule that indicates assignment, it's duration, and work site (excluding North Hastings site).

Mileage will not be paid except where the employee is assigned by the Employer to go to another site after commencing his/her shift or where the site of the assignment on the schedule is changed after posting. Where required, mileage will be paid in accordance with Article 18.

These schedules shall not be changed except in accordance with Article 16.06 and in order to accommodate departmental vacation and/or sick leave.

For the purposes of vacation requests or in the case of a lay-off, seniority within the maintenance department shall be considered as one unit/department.

Dated this _____ day of _____ 2008.

FOR THE HOSPITAL:

FOR THE UNION:

LETTER OF UNDERSTANDING

Multi Site/Multi Department Scheduling

Postings for Multi site (excluding North Hastings) and multi department positions will identify the home department which shall remain constant. Seniority within the home department shall be utilized for the purpose of vacation requests. Should a layoff be required, the multi site/multi department employee shall be considered in the home department. In the case of a multi site position, mileage will not be paid except where the employee is assigned by the Employer to go to another site after commencing his/her shift or where the site of shift on the schedule is changed after posting. Where required, mileage will be paid in accordance with Article 18.

Dated this _____ day of _____ 2008.

FOR THE HOSPITAL:

FOR THE UNION:

LETTER OF UNDERSTANDING

Re: Part time Voluntary Benefits

The parties agree to meet during the life of this Collective Agreement to discuss part time voluntary benefits. It is understood and agreed that should this option of voluntary participation in any or all of the group health and welfare benefits programs, the part time employees would be responsible to pay the full amount of the monthly premiums.

Dated this _____ day of _____ 2008.

FOR THE HOSPITAL:

FOR THE UNION:

AGREEMENT BETWEEN QHC & CAW
(This will not form part of the Collective Agreement and is strictly put here for convenience of communication purposes.)

For full time RPN's only, the Hospital will endeavour where possible to equitably distribute master rotation shifts based on 17 days and 13 shifts.

Dated and signed at Belleville this _____ day of _____, 2008

FOR THE HOSPITAL:

FOR THE UNION:

APPENDIX

PART TIME SCHEDULING GUIDELINES

SCHEDULING

1. 6 week schedule
2. 3 weekends in 6 off for RPN's, 1 weekend in 3 off for support services (endeavour every other weekend). RPN's will have the opportunity on **an annual basis to indicate their availability to work four in six weekends without invoking consecutive weekend premium pay. All other part time employees will have the opportunity on an annual basis to indicate their availability to work five in six weekends without invoking consecutive weekend premium pay.** No one will be penalized for turning down this opportunity.
3. Employees shall be prescheduled by seniority up to **maximize their hours to 45 hours per biweekly pay period** within each site and within their classification within a six-week scheduled subject to Article 16.04 – No Guarantee of hours.
4. **Notwithstanding the above, where a part time employee does not wish to be scheduled beyond the 45 hours in a biweekly period, they will have the opportunity each year to declare this request. This may be modified on an individual extenuating circumstance basis with the agreement of the employee, the Union and the Hospital.**
5. Permanent part time will be assigned to a unit/department as their home unit. Any temporary person hired to replace a permanent part time (i.e. mat leave) will be deemed to be in the same “home unit”.
6. An employee will be scheduled off for not less than five (5) consecutive days, by seniority, at either Christmas or New Year, if the request is:
 - a) In writing **on a posted preference list** and
 - b) Is workableChristmas time off will include December 24, 25, 26 and time off at New Years shall include December 31 and January 1. The normal scheduling conditions shall be waived between December 15 and January 15 to accommodate this special arrangement. Each year an employee's assignment will be alternated. This clause will not apply to employees working in areas, which are not normally required to work on weekends, and paid holidays.
7. All employees will be available to work all shifts however will endeavour to schedule less than all shifts.
8. Cancellation of shifts no later than **24** hours before shift for all employees.
9. Days off on Saturday and Sunday or shifts offered for Saturday and Sunday will be done by an individual day basis.

- 10. An employee who is unavailable for a prescheduled shift on the master rotation will be deemed to have been scheduled for that shift for the purposes of hour allocation.
- 11. Temporary full time assignments will be offered first to the most senior part time employee within the classification and unit possessing the skill and ability to perform the assignment and who is not presently in a temporary full time assignment.

CALL-INS

- 12. Call in – Routing – Permanent Part time
 - a) Unit/Department Specific [i.e. Permanent part time staff called in by seniority, unit/department specific]. Temporary employees to the unit will be called prior to casual from another department.
 - b) Site Specific [**provided they possess the required skills and abilities, employees may submit their availability to work additional shifts on more than one unit/in one department. Unit/departmental managers shall determine the need for employees with additional availability considering the needs of the individual department/unit.** Corporate Wide [same criteria as b above]
- 13. Casuals will only be called when permanent part time have been exhausted or to avoid an overtime situation. The number of casuals required will be at the discretion of management.
- 14. a) All call ins will be offered by seniority until each employee has been offered up to **48 hours per bi-weekly pay period**. (Note: should a call in cause an employee to exceed **48** hours, the call will be placed to the first person not in a **48** hour situation)
 - b) Once all employees have been offered up to **48** hours bi-weekly per pay, employees will be called in on a rotational basis starting with the most senior. Call ins reflect a two (2) week pay period.
- 15. The initial call placed is an offer of shift.
- 16. Days off on Saturday and Sunday or shifts offered for Saturday and Sunday will be done by an individual day basis.

FOR QHC:

FOR THE UNION

LETTER OF UNDERSTANDING

If, during the lifetime of this collective agreement, a Provincial Initiative transpires and recommends changes to RPN wage rates, QHC agrees to meet with the Union to discuss changes, if any, which might be appropriate. It is understood that the agreement to meet and discuss in good faith is not a “wage re-opener” which would trigger access to interest arbitration in the event that the parties should not reach agreement in their discussions.

Dated this _____ day of _____, 2008

QHC:

CAW:
