

SOURCE	Comp.		
EFF.	94	04	01
TERM.	96	03	31
No. OF EMPLOYEES	130		
NOMBRE D'EMPLOYÉS			

COLLECTIVE AGREEMENT

BETWEEN

RIVERSIDE HOSPITAL OF OTTAWA  
 (Hereinafter referred to as the "Hospital")  
 Party of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
 (Clerical Unit)  
 (Hereinafter referred to as the "Union")  
 Party of the Second Part

Effective: April 1, 1994



INDEX

ARTICLE 1 - INTRODUCTION

1.01 Preamble ..... 1

ARTICLE 2 - DEFINITIONS

2.01 Temporary Employees ..... 2  
2.02 Union ..... 2  
2.03 Hospital ..... 2  
**2.04** Masculine Pronoun ..... 2  
**2.05** Part-Time Employee ..... 2  
**2.06** Casual Employee ..... 2

ARTICLE 3 - SCOPE AND RECOGNITION

3.01 Bargaining Agent ..... 3

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Definitions (a) (b) (c) (d) (e) ..... 4

ARTICLE 5 - RELATIONSHIP

5.01 No Discrimination/No Intimidation ..... 5  
5.02 No Other Agreements ..... 5

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 ..... 6

ARTICLE 7 - UNION SECURITY

7.01 Union Membership ..... 7  
7.02 Union Dues ..... 7  
7.03 T4 Slips ..... 7  
7.04 Notification to Union ..... 7  
7.05 Employee Interview ..... 7  
7.06 Address List ..... 8  
7.07 Union Notice and Accommodation ..... 8

ARTICLE 8 - UNION STEWARDS AND OTHER REPRESENTATIVES

8.01 Right to Appoint Representatives ..... 9  
**8.02** Grievance Committee ..... 9  
8.03 Labour-Management Committee Meetings ..... 9 & 10  
8.04 Local Bargaining Committee ..... 10  
8.05 Names of Union Officers and Stewards ..... 10

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 Definition of a Grievance ..... 11  
9.02 Right to Representation ..... 11  
9.03 Step Procedure ..... 11  
9.04 Hospital/Union Grievance ..... 12  
9.05 Group Grievance ..... 12  
9.06 Unjust Discharge/Suspension ..... 12

9.07	Grievance Submission for Arbitration .....	12
9.08	Agreements Reached - Final and Binding .....	12
9.09 - 9.16	Arbitration - General .....	13

ARTICLE 10 - ACCESS TO FILES

10.01	Access to Personnel File .....	14
10.02	Clearing of Record .....	14

ARTICLE 11 - SENIORITY

11.01	Probationary Period .....	15
11.02	Definition of Seniority .....	15
11.03	Lose of Seniority and Service .....	15 & 16
11.04	Effect of Absence .....	16
11.05	Job Posting .....	16 & 17
11.06	Transfer & Seniority Outside the Bargaining Unit .....	17 & 18
11.07	Transfer & Seniority and Service Within the Bargaining Unit .....	18
11.08	Notice of Lay-off .....	18 - 20
11.09	Lay-off and Recall .....	20 - 22
11.10	Benefits on Lay-off .....	22
11.11	Retraining for Positions Within the Hospital .....	22 & 23
11.12	Separation Allowances .....	23
11.13	Portability of Service .....	23
11.14	Technological Changes .....	23 & 24

ARTICLE 12 - SENIORITY LISTS

12.01	Maintenance & Posting .....	25
-------	-----------------------------	----

ARTICLE 13 - CONTRACTING OUT

13.01	Contracting Out .....	26
13.02	Contracting In .....	26

ARTICLE 14 - WORK OF THE BARGAINING UNIT

14.01	Work of the Bargaining Unit .....	27
14.02	Volunteers .....	27

ARTICLE 15 - LEAVES OF ABSENCE

15.01	Personal Leave .....	28
15.02	Leave for Union Business .....	28
15.03	Full-Time Position with the Union or Full-Time Public Office .....	28
15.04	Bereavement/Compassionate Leave .....	29
15.05	Jury & Witness Duty .....	29
15.06	Pregnancy Leave .....	30 & 31
15.07	Parental Leave .....	31 - 33
15.08	Education Leave .....	33

ARTICLE 16 - SICK LEAVE, INJURY AND DISABILITY

16.01	WODIP (Applicable to Full-Time Employees Only) .....	34
16.02	Reporting Sickness and Proof of Illness .....	34
16.03	W.C.B. ....	35
16.04	Injury Pay .....	35
16.05	Employee & Union to be Notified (WCB - Form 7) .....	35
16.06	Notification of Intention to Intervene or Dispute a WCB Claim .....	35
16.07	Payment Pending Determination of WCB Claims .....	35

ARTICLE 17 - HOURS OF WORK

17.01	Daily & Weekly Hours of Work .....	36
17.02	Rest Period .....	36
17.03	Additional Rest Periods .....	36
17.04	Work Schedules .....	36, 37, 38
17.05	Compressed Work Week .....	39
17.06	Flexible Hours .....	39
17.07	Shifts - Emergency Department .....	39

ARTICLE 18 - PREMIUM PAYMENT

18.01	Definition of Regular Straight Time Rate of Pay .....	40
18.02	Definition of Overtime .....	40
18.03	Distribution of Overtime .....	40
18.04	Overtime Premium .....	40
18.05	Time Off in Lieu of Coverage .....	40
18.06	Reporting Pay .....	41
18.07	Call-Back .....	41
18.08	Standby .....	41
18.09	Temporary Transfer .....	41 & 42
18.10	Evening and Night Shift Premium .....	42
18.11	Weekend Premium .....	42

ARTICLE 19 - HOLIDAYS

19.01	Number of Holidays .....	43
19.02	Definition of Holiday Pay & Qualifiers .....	43
19.03	Payment for Working on a Holiday .....	43 & 44
19.04	Payment for Working Overtime on a Holiday ...	44

ARTICLE 20 - VACATIONS

20.01	Entitlement, Qualifiers and Calculation of Payment .....	45 & 46
20.02	Working During Vacation .....	46
20.03	Illness During Vacation .....	47

ARTICLE 21 - HEALTH AND WELFARE

21.01	Insured Benefits .....	48 & 49
21.02	Part-Time Percentage in Lieu .....	49
21.03	Change of carrier .....	49
21.04	Pension .....	49 & 50

ARTICLE 22 - HEALTH AND SAFETY

22.01	Health and Safety Committee .....	51
22.02	Protective Equipment .....	51

ARTICLE 23 - COMPENSATION

23.01	Job Descriptions .....	52
23.02	Job Classification .....	52
23.03	Promotion to a Higher Classification .....	53
23.04	Wages and Classification Premiums .....	53
23.05	Part-Time Employees Progression on Wage Grid .....	53
23.06	Pay Days .....	53
23.07	Payment Upon Termination .....	53

ARTICLE 24 - GENERAL

24.01	Tools and Equipment .....	54
24.02	Taxi Fare .....	54
24.03	Meal Ticket .....	54
24.04	Correspondence .....	54
24.05	Printing of Agreement .....	54
24.06	Parking .....	54
24.07	Access to Premises .....	54
24.08	Pay Cheque Error .....	54
24.09	Right to Representation .....	55
24.10	Bilingualism .....	55

ARTICLE 25 - DURATION

25.01	Term .....	56
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APPENDIX 1 - Salary Scales

MEMORANDUM OF AGREEMENT - JOB SHARING

**ARTICLE 1 - INTRODUCTION**

1.01 reamble

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Hospital to secure the best possible care and health protection for patients.

ARTICLE 2 - DEFINITIONS

2.01 Temporary Employees

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, vacation, absence due to W.C.B. disability, sick leave, long term disability 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. The period of employment of such persons will not exceed the absentee's leave,

This clause would not preclude such employees from using the job posting provision 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.

2.02 "Union" means the C.U.P.E. and its Local **3474**.

2.03 "Hospital" means the Riverside Hospital of Ottawa.

2.04 Wherever the masculine pronoun is used in this Agreement it includes the feminine pronoun where the context so requires. In addition, wherever singular is used in this Agreement, it includes the plural where the context so requires and vice versa.

2.05 "Part-Time Employee" means an employee who works on a pre-determined basis **24** hours or less per week.

2.06 "Casual Employee" means an employee who declares their availability from time to time and who works on a non pre-determined basis **24** hours or less per week for the purpose of relieving an employee who is absent. If a casual part-time employee is not available for work for a period greater than four (**4**) consecutive weeks between June 15th and Labour Day; or is not available for work for at least five (5) shifts between December 23rd and January 3rd (inclusive); or is not available during at least one (1) weekend in any month for those positions where weekend coverage is required; or is not available at least one (1) shift per month for eleven (11) months of the year, then she will be struck from the payroll except when on a leave of absence.



ARTICLE 3 - SCOPE AND RECOGNITION

3.01 The Hospital recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent of all clerical employees of Riverside Hospital of Ottawa in the Regional Municipality of Ottawa-Carleton, save and except supervisors, persons above the rank of supervisor, and persons for whom any trade union held bargaining rights as of February 22, 1990.

**ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it is the sole right of the Employer to:
- (a) maintain order, discipline and efficiency.
  - (b) hire, discharge, transfer, layoff, promote or discipline employees, provided that a claim of discriminatory promotion, demotion transfer or layoff or a claim that an employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.
  - (c) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this hospital.
  - (d) The exercise of these rights will not be used to conflict with the terms of the agreement.
  - (e) Make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees. The Hospital will give prior notice to the Union of any changes to the rules/regulations and will have prior discussions with the Union before altering or implementing any rules or regulations.

ARTICLE 5 - RELATIONSHIP

5.01 No Discrimination/No Intimidation

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

5.02 No Other Agreements

No employee nor group of employees shall be permitted to enter into or make an agreement with the Hospital separate from this collective agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 There shall be no strikes or lockouts as long as this agreement continues to operate in accordance with the Hospital Labour Disputes and Arbitration Act, R.S.O. 1970, c.232, s.1(1) (i) (m); 1975, c.76, s.1(1), (i), (m). In the event of picket line being established by another organization, the employer will not penalize employees who, due to conditions beyond the employee's control, cannot safely cross such picket line.

ARTICLE 7 - UNION SECURITY

7.01 Union Membership

Employees in classifications covered by the Union shall, as a condition of employment, become and remain members of the Union in good standing according to the Constitution and By-laws of the Union.

7.02 Union Dues

The Hospital shall make deductions from employees' salaries or wages for Union dues or assessments. Dues or assessments are to be deducted on a bi-weekly basis over twenty-six (26) pay periods per year from all employees who are members of the Union, and the total amount of the dues or assessments shall be remitted on a monthly basis (not later than the 15th day of the month following such deductions) by the Hospital to the National Secretary-Treasurer of the Union.

Payment to the Union shall be accompanied with a statement listing employee's name; the amount deducted for Union dues or assessments; and gross wages of the employee during the deduction period.

Notice of any change in the amount of Union dues or assessments will be provided in writing by the Union to the Employer at least one month prior to the commencement of the pay period in which the new rate is to be implemented.

Union dues or assessment may be in the form of a flat rate, a percentage formula or a combination of flat rate and percentage formula.

7.03 T4 Slips

The Hospital will provide each employee with a T4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

7.04 Notification to Union

The Hospital will provide the Union with a list, monthly of all permanent and/or temporary appointments, hirings, lay-offs, recalls, transfers and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

7.05 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employee of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

7.06 Address List

The Hospital agrees to furnish annually in September, a list of all employees in the bargaining unit in alphabetical order showing their last known address and telephone number (if not unlisted).

7.07 Union Notice and Accommodation

- (a) The Hospital shall provide five (5) bulletin boards for the purpose of posting Union notices. All such notices must be jointly approved by the President of the Union or his designate and the A.E.D., Human Resources of the Hospital or her designate.

It is agreed that the use of existing bulletin boards for the purpose of posting Union notices shall satisfy the requirements of this provision.

- (b) The Union shall have the privilege of requesting accommodation in the Hospital for Committee meetings at times mutually agreed upon by the Hospital and the Union, provided such meetings are held after normal working hours.

ARTICLE 8 - UNION STEWARDS AND OTHER REPRESENTATIVES

8.01 The Hospital acknowledges the right of the Union to appoint, or otherwise select up to four (4) stewards. A steward may assist employees in presenting grievances in accordance with procedures as herein provided.

The parties recognize stewards have regular duties to perform on behalf of the Hospital. Therefore, a steward will not leave his regular duties without first obtaining permission from his supervisor and when he is required to enter an area other than his own, he shall obtain permission from the supervisor of that area to do so. When such business has been completed, the employee representative will notify the supervisor in the area when he is leaving, if applicable, and shall notify his own supervisor when resuming his normal duties. Such permission shall not be unreasonably withheld by the Hospital.

Time spent absent from regular duties in the investigation of grievances where permission to do so has been obtained from the supervisor, shall be without loss of remuneration and shall be confined to meetings with the Hospital and investigations into grievances up to and including settlement officer visits.

8.02 Grievance Committee

The Hospital shall recognize a Union Grievance Committee whose function will be to represent the Union in the settlement of grievances. The committee shall be composed of the President or his delegate and the Steward concerned with the grievance.

Employees attending a meeting of the Union's Grievance Committee with the Employer shall suffer no loss of regular wages.

8.03 Labour-Management Committee Meetings

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.

Three (3) representatives of each party or as otherwise 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.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour Management Committee.

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.

8.04 Local Bargaining Committee

The Hospital agrees to recognize a Negotiating Committee comprised of Hospital employee representatives of the Union for the purpose of negotiating a first collective agreement and thereafter for the purpose of negotiating a renewal agreement.

The Negotiating Committee shall be appointed to consist of not more than three (3) representatives of the Hospital and three (3) representatives of the Union. The Union will advise the Hospital of its nominees to the Committee.

Such secretaries, alternates and such advisory personnel as required may attend the meetings with mutual consent of the parties.

The Hospital agrees to pay members of the Negotiating Committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a first collective agreement and for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representative of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for Union business.

8.05 Names of Union Officers and Stewards

The Union will provide the Hospital with a list of the names of stewards and committee members. The Hospital will not be required to recognize any representative until the Union has officially advised the Hospital as to the appointment of the representative.



ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 9.02 At the time formal discipline is imposed; or at the time of any suspension or discharge; or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 9.03 It is the mutual desire of the parties hereto that complaints of employees 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. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence.

Step 1 The employee may submit a written grievance signed by the employee to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the agreement which are alleged to be violated. The immediate supervisor will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

Step 2 Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his Department Head who will deliver his decision in writing within nine (9) calendar days from the date on which the grievance was presented to him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement then:

Step 3 Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

9.04 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 No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or 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 such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

9.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a Group Grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

9.06 A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

Wherever the Hospital suspends or discharges an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

9.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

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

- 9.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 9.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.11 No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 9.15 The time limits set out in the Grievance and Arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The labour Relations Act.
- 9.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 10 - ACCESS TO FILES

10.01 Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the A.E.D. - Human Resources or designate. An employee has the right to request copies of any evaluations in this file.

10.02 Clearing of Record

Any disciplinary letter or record of any disciplinary action will be removed from the file of an employee eighteen (18) months following the receipt of such letter or the imposition of such disciplinary action provided that the employee's record has been discipline free for eighteen (18) months.

ARTICLE 11 - SENIORITY

11.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period, he shall be credited with seniority equal to forty-five (45) 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 extensions 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.

11.02 Definition of Seniority

- (a) Permanent 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.
- (b) Permanent part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.
- (c) Notwithstanding (a) and (b) above, all employees shall have previous continuous service with the Hospital prior to the Union's certification considered in calculating their seniority and service.
- (d) Seniority will operate on a bargaining unit wide basis.

11.03 Loss of Seniority and Service

An employee shall lose all seniority and service and shall be deemed to have terminated if he:

- (a) resigns
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) retires;
- (d) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special

provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

- (g) is absent due to illness or disability for a period of thirty (30) months from the time the disability or illness commenced.

#### 11.04 Effect of Absence

- (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 is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Effective December 20th, 1990, the Hospital will continue to pay its share of the premiums while an employee is on maternity, parental or adoption leave. Effective December 20th, 1990, service shall accrue if an employee is on maternity, parental or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, L.T.D. benefits or for a period of one (1) year if an employee's unpaid absence is due to an illness.

#### 11.05 Job Posting

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 for a period of seven (7) consecutive calendar days at locations readily accessible to members of the bargaining unit. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed. Any other employee promoted or transferred because of the rearrangement of position, shall also be returned to his former position, and salary without loss of seniority.

Where any employee has been on the staff of the Hospital for more than one year and has applied for a transfer and has been accepted in another department, the successful employee shall be transferred within fifteen (15) working days of his acceptance.

Where any employee has been on the staff of the Hospital for less than one year and applies for a transfer and is accepted in another department, the consent to transfer must be obtained from both department heads and the transfer will be finalized within fifteen (15) working days.

Any full or part-time employee will not be entitled to make application for transfer to another department within the probationary period.

The posting will include the job title, department, location (for information only and is subject to change), full-time or part-time, whether rotating shifts, and the normal requirements of the job.

An employee who wishes to apply for such a vacancy must submit a request to the Human Resources Office prior to the expiration of the seven (7) day period. A copy of the job description will be shown to each applicant, upon request, in the Human Resource Office when she applies for the vacancy. Present employees shall be given first consideration when filling vacancies for newly created positions.

A copy of such job posting shall be sent to the President of the Union.

Once that a job is posted, the employer may fill the job on an interim basis pending the results of the posting procedure for a period up to but not exceeding four (4) weeks. An extension of the four (4) week period requires the written consent of the union. Such consent shall not be unreasonably withheld.

#### 11.06 Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to November 12, 1991.

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in cases of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit for six (6) calendar months.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) and (d) below, accumulate seniority.
- (c) In the event an employee temporarily transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he shall accumulate seniority during the period of time outside the bargaining unit.
- (d) An employee who is transferred to a position outside the bargaining unit for a period of greater than six (6) months and who returns to the bargaining unit shall be credited with seniority only after discussion with and agreement by the Union.

11.07 Transfer of Seniority and Service Within the Bargaining Unit

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall, and service for purposes of vacation entitlement, wage progression and long service pay:

- (i) an employee whose status is changed from full-time to part-time or casual shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time or from casual to part-time or full-time shall receive credit for his seniority and service on the basis of one year for each 1725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority or service to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

11.08 Notice of Lay-Off

(a) Notice

In the event of a proposed layoff 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 six (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of layoff, or pay in lieu thereof.



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

(b) Redeployment Committee

At each hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 11.08 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining unit employees who are or would otherwise be laid off;
- (2) identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a collective agreement.
- (3) identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) subject to Article 11.11 (b), the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) any dispute relating to the foregoing procedures may be filed as a Grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his/her regular or premium rate as may be applicable.

Each party shall appoint a Co-chair for the Redeployment committee. Co-chairs shall chair alternative 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.

(iii) Disclosure

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

11.09 Lay-Off and Recall

An employee in receipt of notice of layoff pursuant to 11.08 (a) (ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 11.12; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 21.04 (b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same, or a lower, or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 11.08.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid-off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this Article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he/she 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 complete.

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.

An employee recalled to work in a different classification from which he/she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

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 provisions, or have been found unable to perform the work available.

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). 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/her proper address being on record with the Hospital.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 11.08.

11.10 Benefits on Lay-Off

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefit premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits of up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of her intent to do so at the time of the lay-off and arranges with the Hospital the appropriate payment schedule.

11.11 Retraining

(a) Retrainins for Positions within the Hospital

Where, with the benefit of retraining of up to six months, an employee who has either accepted the layoff or is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 11.08 (b) (i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and have been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may, by mutual agreement, be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.

(iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his/her training period, the hospital and the union undertake to waive any restrictions which might otherwise apply and the employee will be placed in the job identified in 11.11 (a) (i).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

11.12 Separation Allowances

- (a) Where an employee resigns within one (1) month (30 days) after receiving notice of layoff pursuant to Article 11.08 (a) (ii) that his/her position will be eliminated, he/she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of twelve (12) 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.
- (b) Where an employee resigns later than one (1) month after receiving notice pursuant to Article 11.08 (a) (ii) that his/her position will be eliminated, he/she shall be entitled to a separation allowance of four (4) weeks salary and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred fifty (\$1,250) dollars.

11.13 Portability of Service

An employee hired by the hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the hospital. Any such claim shall be accompanied by verification of previous related experience. The hospital shall then evaluate such experience during the probationary period following hiring. Where, in the opinion of the hospital such experience is determined to be 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 upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

11.14 Technological Changes

The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological changes or the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational 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 or any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

Employees with one 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 above set forth and the requirements of the applicable law.

ARTICLE 12 - SENIORITY LISTS

12.01 The Hospital shall maintain a seniority list showing the date upon which each employee's last date of continuous employment commenced for the purpose of establishing his seniority date. The Hospital agrees to supply this to the Union on an annual basis. Such list shall be in order of seniority and shall include the employee's name, status, job title and department.

The Hospital will maintain an updated seniority list in an accessible location for viewing of all members of the bargaining unit. The posted list will contain only the employee's name and seniority date.

Within thirty (30) days of the posting of the seniority list by the Employer, the Union or an employee **may** file a grievance, beginning at Step 3 of the grievance **procedure**, claiming an inaccuracy in the seniority list.

Seniority lists will be prepared in January, covering all employees employed on December 31 and in July covering all employees employed on June 30. In the case of permanent bed or service closures resulting in the lay-off of employees, an updated seniority list will be prepared.

ARTICLE 13 - CONTRACTING OUT

13.01 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 or any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

13.02 Contracting In

Further to Article 11.08 (b) (i) (1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing subcontract work which would otherwise be bargaining unit work which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the hospital by members of the bargaining unit.



ARTICLE 14 - WORK OF THE BARGAINING UNIT

14.01 Work of the Bargaining Unit

Persons not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when bargaining unit employees are not readily available.

14.02 Volunteers

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of April 1st, 1990.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted at least two (2) weeks in advance, except in cases of emergency, and a written reply will be given within seven (7) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

15.02 Leave for Union Business

- (a) Leave of absence without pay shall be granted upon request to the Hospital to employees elected or appointed to represent the Union at Union conventions, conferences, schools, or other activities.
- (b) The Hospital will compensate the employee during the Union leave for wages and benefits and will bill the Union for the wages and benefits.

15.03 Full-Time Position with the Union or Full-Time Public Office

- (a) Leave for OCHU President

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employe~~e~~(s) elected to the position of the President of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union.

There shall be no loss of service or seniority during such leave of absence and the employee shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within a reasonable period of time.

The employee agrees to notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

- (b) An employee who is selected to a full-time position with the Union shall be granted leave of absence without pay and without **loss** of seniority by the Hospital for a period of one (1) year.

15.04 Bereavement/Compassionate Leave

- (a) Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. 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, none-the less, grant a paid bereavement leave.
- (b) An additional two (2) days off without loss of his regular pay for his scheduled hours may be allowed for the purposes of travel where the location of the funeral is more than 300 kilometres from the Hospital.

For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

15.05 Jury & Witness Duty

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:

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits the Hospital the full amount of compensation receiving excluding mileage, travelling and meal allowances and an official receipt thereof.

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. Where the 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.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing.

15.06 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act 1974, except where amended in this provision.
- (b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks.
- (c) The employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave together with her expected date of return. At such time, she shall also furnish the Hospital with a certificate from a legally qualified medical practitioner stating the expected birth date.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of unemployment insurance pregnancy benefits.

The employee's normal 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 receive if she were not on pregnancy leave.

In addition to the foregoing, 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 Unemployment 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.

The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Unemployment Insurance Commission.

- ,e) The employee has the right to extend the pregnancy leave to thirty-five (35) weeks in total. Written notice by the employee to extend the pregnancy leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.
- (f) The Hospital shall maintain its premium payments for the period of the pregnancy leave, provided the employee agrees to contribute the employee share of the premiums, if any.
- (g) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in (c) or (e) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

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.

- (h) Employees hired to replace employees who are on approved leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period.

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

15.07 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in the relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification two (2) weeks prior to the commencement of the leave together with 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 the 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.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three (93%) percent of the employee's normal weekly earnings and the sum of his/her weekly unemployment insurance benefits and any other earnings. Receipt by the hospital of the employee's unemployment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his/her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he/she were not on parental leave.

In addition to the foregoing, the hospital shall pay the employee ninety-three (93%) percent of his/her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment 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.

The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The hospital will register these benefits with the Unemployment Benefit Plan.

- (e) The employee has the right to extend the parental leave to twelve (12) months in total. Written notice by the employee to extend the parental leave will be given at least two (2) weeks prior to the termination of the initially approved leave.
- (f) 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 continue to accrue during the entire period of the parental leave.

In addition, credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue during the entire period of the parental leave.

- g) The Hospital will continue to pay **its** share of the premiums of the subsidized employee benefits, including pensions, in which the employee is participating during the entire period of the parental leave, provided the employee makes the necessary arrangements to pay **his/her** share in advance of the leave.
- (h) The employee's intention to return to work on the date originally provided to the Hospital shall be reconfirmed by written notification at least two **(2)** weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had the employee not been on parental 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.

15.08 Education Leave

- (a) As it ~~is~~ the employer's desire to promote from within, educational leave without loss of seniority may be granted to any employee who wishes to enroll in a course or seminar which is relevant to his work at the Hospital and is approved by the Hospital.
- (b) An employee will be entitled to leave of absence from scheduled working hours for the purpose of writing an examination required in any recognized course in which they are enrolled and which is relevant to his profession. Upon the employee's request following the successful passing of the examination ~~reimbursement~~ for loss of earnings from scheduled working hours for the purposes of writing the examination shall be granted to the employee.

ARTICLE 16 - SICK LEAVE, INJURY AND DISABILITY

16.01 HOODIP (Applicable to Full-Time Employees Only)

- (a) The Hospital will assume total responsibility for providing and funding a short-term sick leave 'plan equivalent to that described in the 1984 Hospitals' of Ontario Disability Income Plan Brochure, including amendments dated January 1st, 1986 and January 1st, 1987.

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the Long Term Disability portion of the Plan (HOODIP ~~or~~ an equivalent plan).

- (b) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- (c) 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 (4th) and subsequent period of absence in any calendar year.
- (d) Notwithstanding the foregoing, the benefit provided shall not be less than the benefit in effect as of March 31st, 1990.
- (e) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Section 16.01, including HOODIP and equivalents, may be subject to grievance and arbitration under the provisions of this collective agreement.
- (f) A copy of the current HOODIP plan text or, where applicable, the Master Policy of the current HOODIP equivalent, shall be provided to the Union.

16.02 Reporting Sickness and Proof of Illness

- (a) When an employee has need to use sick leave, he shall inform his department as soon as feasibly possible in advance of scheduled duties whenever possible. The employee will attempt to notify management at this time of his expected date of return to work. Upon receipt of such information, management will record the employee on sick leave until the employee advises the Hospital of his expected date of return to work.
- (b) The employer may request a certificate from a qualified medical practitioner for any illness providing that the employer reimburses the employee for the cost charged by the medical practitioner for such certificate.



16.03 W.C.B.

(a) Any employee unable to work due to any injury incurred while on duty shall be paid ninety percent (90%) of his gross earnings, less statutory deductions, by the Hospital until such time as a ruling has been made on his claim by the Workers' Compensation Board. If the claim is accepted by the Workers' Compensation Board, the payments for lost wages shall be paid directly to the Hospital.

16.04 Injury Pay

If an employee is injured on the job and his Supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

16.05 Employee & Union to be Notified (WCB - Form 7)

The Hospital shall provide copies of the Workers' Compensation Board's Form 7 to the employee on any claim filed with the Workers' Compensation Board by the Hospital, on behalf of the employee within two (2) days of the injury occurring and prior to filing it with the Workers' Compensation Board.

16.06 Notification of Intention to Intervene or Dispute a WCB Claim

When the Hospital intends to intervene or dispute a Workers' Compensation Board claim, the Hospital shall notify the employee and the Union of its intention immediately.

16.07 Payment Pending Determination of WCB Claims

This article applies only to full-time employees.

Current practice in the hospital of paying an employee for lost time resulting from illness or injury sustained at work while they await approval of a claim for Workers' Compensation will continue for the duration of the Collective Agreement. It is understood that if the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which they would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of 15 weeks.

ARTICLE 17 - HOURS OF WORK

17.01 Daily & Weekly Hours of Work

- (a) The normal work week for all full-time employees will be a 5 day, 37 1/2 hour week.

The normal work day for all full-time employees will be 7 1/2 hour day exclusive of a 1 1/2 hour lunch period. The meal period shall be an uninterrupted period except in cases of emergency.

Nothing in this provision shall be construed as a guarantee of hours in a day or in a week.

- (b) No employee covered by this agreement shall be required to work a **split** shift.
- (c) Where an employee is required to work during their meal period, such employee shall be paid time and one-half (1 1/2) for such time worked and her meal break shall be rescheduled.

17.02 (a) Rest Periods

(The following clause is applicable to full-time employees only)

The Hospital will schedule one (1) fifteen (15) minute rest period for each full half scheduled shift.

(b) Rest Periods

(The following clause is applicable to part-time employees only)

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work.

17.03 Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

17.04 Work Schedules

- (a) "Work Schedule" is a written statement setting forth the days and hours upon which the employees are required to work, and the days upon which employees are scheduled to be off work.

All work schedules shall be posted at least two (2) weeks in advance and shall cover at least a two (2) week period, so that the employees will be aware of their work schedules. Prior to Christmas and New Year's paid holidays, however, work schedules shall be posted by the 1st of December. Work schedules will not be changed without the knowledge of the employee.

(b) "Work Schedules" will be in effect for all employees except where a straight Monday to Friday work schedule exists. work schedules shall embody the following conditions:

- (i) Four (4) days off shall be scheduled in a two (2) week period.
- (ii) The Employer shall endeavour to schedule two (2) consecutive days off at a time unless otherwise mutually agreed with the employee. Not more than one (1) occasion of a single day off shall be scheduled in a two (2) week period.
- (iii) Not more than seven (7) consecutive days of work will be scheduled without days off except by mutual consent of the Hospital and the employee.
- (iv) Should the Hospital initiate a change in the employee's work schedule with the employees' consent, and which results in the employee having more than one (1) occasion of a single day off in a two (2) week period or results in the employee working more than seven (7) consecutive days, then the Hospital will advise the Union of such schedule change, in writing.
- (v) There shall be a period of two (2) consecutive shifts off between a change of shift and at least 48 hours off duty following a period of night duty except where an employee agrees to a shorter period of time.
- (vi) The Hospital will endeavour to schedule one (1) weekend off in two (2), but in no case will schedule less than one (1) weekend off in three (3). In the event of failure to give one (1) weekend off in three (3), the overtime premium shall be paid at the rate of time and one-half (1 1/2) of the regular hourly rate of the employee involved.
- (vii) The Hospital will schedule five (5) consecutive days off at either Christmas or New Year's at the employee's request.

The Xmas period shall be defined as December 24th, 25th and 26th and the New Year's period shall be defined as December 31st, January 1st and 2nd. For this purpose, the normal schedule provisions between December 15th and January 15th are waived.

It is further understood that the provision will not apply to employees whose regular schedule is Monday to Friday. These employees will be entitled to the lieu days designated by Management.

- (viii) When a posted schedule is changed for a full-time employee without forty-eight (48) hours of notice, the employee shall be paid at the premium rate of pay for the first different tour of the revised schedule unless the change in schedule was beyond the reasonable control of the Hospital or as mutually agreed to between the employee and the Hospital.

In the case of a part-time employee, twenty-four (24) hours notice shall apply rather than forty-eight (48) hours. This provision does not apply to casual employees.

17.05 Compressed Work Week

- (a) It is understood that in certain wards and units of the Hospital there exists a practice of working an eleven and one-quarter (11 1/4) hour day. It is also understood that the average work week in such cases is 37 1/2 hours per week. Provided this practice continues to meet with approval of the Minister of Labour, the Hospital will continue this practice. Employees affected by this practice will not be disadvantaged in any way with regard to scheduling, shift differential, statutory holidays, and sick leave. The shift differential will be paid in accordance with article 18.10. Authorized work in excess of the normally scheduled hours in accordance with this practice will result in overtime compensation. The extended shift, as herein provided, may be discontinued where the majority of the employees affected so request this in writing, or where the employer may consider the practice to be inefficient. The practice may be discontinued within thirty (30) days of such notice.
- (b) Where there is a unanimous request made by the members of a particular work unit or ward to implement a compressed work week, the Hospital shall grant such request unless it is not practical or cost-effective to do so.

17.06 Flexible Hours

Employees may with prior approval of their supervisor adjust their normal daily starting and/or quitting times by up to 2 hours per occasion. Adjustments shall be such that the weekly hours of work shall remain at what they would have been had no adjustment under this provision been made.

- 17.07 Those employees who work night shifts in the Emergency Department shall receive an extra hour of pay at the premium rate.

ARTICLE 18 - PREMIUM PAYMENT

18.01 Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in Wage Schedule A of the Collective Agreement.

18.02 Definition of Overtime

Payment for overtime must be authorized in advance by Management.

Except in the case of an emergency or in order to ensure departmental efficiency, all overtime work shall be voluntary.

Overtime is defined as authorized hours worked as follows:

- (a) In excess of 7 1/2 hours per day; or
- (b) In excess of 75 hours bi-weekly; or
- (c) In excess of regularly scheduled daily hours per day, for extended hours.

The changing of Daylight Savings Time to Eastern Standard Time or vice versa shall not be the cause of paying more or less than the normal daily rate of pay during the week in which such change takes place.

18.03 Distribution of Overtime

The Hospital will make every reasonable effort to present overtime opportunities to those employees normally performing the work in the area concerned on an equal and rotational basis.

18.04 Overtime Premium

Employees shall be paid at time and one-half (1 1/2) their regular rate of pay for the first four (4) hours in a day worked beyond their normal hours and double time thereafter.

18.05 Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital. Such time off will be the equivalent of the premium rate the employee has earned for working overtime. Employee's request will not be unreasonably withheld. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

18.06 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid for at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice , not to report for work.

18.07 Call-Back

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 1/2) their regular hourly earnings. Superior provisions shall remain

18.08 Standby

(a) An employee who is required to remain available for duty on standby outside the normal working hours for that particular employee, shall receive standby pay in the amount of two dollars (\$2.00) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 18.07 above and works during the period of standby.

- (b) While on standby, an employee called into work at any time other than his regularly scheduled shift, shall be reimbursed for taxi fare, or if the employee uses her personal automobile, at a rate of \$0.24 per mile (\$0.15 per kilometre) with \$2.40 minimum round trip guarantee.
- (c) An employee who is required to standby eight (8) hours or more on a legislated holiday shall be entitled to standby pay as provided in Article 18.08 and shall be entitled to a lieu day off with pay or pay of one day. It is understood that this does not entitle an employee to more than one lieu day off with pay or pay of one day for either working and/or being on standby on a legislated holiday.
- (d) A casual employee or part-time employee called in to work, while not on standby, with less than one hour's notice prior to the commencement of the shift and who arrives up to one hour after the beginning of such shift shall receive full payment for the shift provided he works the remaining hours of the shift.

18.09 Temporary Transfer

Any employee transferred temporarily for four (4) or more hours to a different task than his own is compensated at the rate of the new task providing it is in excess of the salary which he is presently earning. If the salary is lower than his regular rate, he maintains his regular salary.

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

18.10 Evening and Night Shift Premium

Employees shall be paid an evening and night shift premium of forty-five cents (45c) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0800 hours. If he works overtime, his overtime pay shall be calculated upon his pay for the whole shift including any shift premium earned hereunder.

18.11 Weekend Premium

Employees shall be paid a weekend shift premium of fifty cents (50c) per hour for all hours worked between 1500 hours Friday and 0800 hours Monday. Notwithstanding any other provision, employees may be eligible for weekend shift premium and for evening and night shift premium for the same hours worked.



ARTIC 19 - HOLIDAYS

19.01 Number of Holidays

(a) All employees shall have the following paid holidays off with pay at the regular straight time rate of pay:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Easter Monday
- 2nd Monday in February
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

(b) Where a recognized holiday falls on a full-time employee's scheduled day off or during his vacation period, subject to his meeting the eligibility requirements of 19.02, he shall be given one (1) day off with regular pay.

19.02 Definition of Holiday Pay and Qualifiers

(The following clause is applicable to full-time employees only.)

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in Article 19.01, or to qualify for a lieu day, an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out in Article 19.01 and is absent shall not be entitled to holiday pay or to a lieu day to which she would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

19.03 (a) Payment for Working on a Holiday

(The following clause is applicable to full-time employees only.)

If an employee is required to work on any of the holidays set out in Article 19.01, the employee shall be paid at the rate of time and one-half (1 1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 19.04. In addition, if the employee qualifies in accordance with Article 19.02 above, the employee will receive a lieu day off with pay, within forty-five (45) calendar days before or after the holiday,

in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

(b) Payment for Working on a Holiday

(The following clause is applicable to part-time employees only.)

If an employee is required to work on any of the holidays set out in Article 19.01(a), the employee shall be paid at the rate of time and one-half (1 1/2) her regular straight time hourly rate of pay for all hours worked on such holiday.

19.04 Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.,

ARTIC 20 - VACATIONS

20.01 Entitlement, Qualifiers and Calculation of Payment

The regulations for annual vacations for all employees covered by this agreement will be as follows:

No employee shall be required to take paid holidays with annual vacation.

- (a) Only after six (6) months of full-time service shall employees be eligible for vacations with pay in accordance with the regulations of their classification. Vacations will be earned retroactive to the date of employment.
- (b) The vacation year shall be the fiscal year from the 1st of April to the 31st of March.
- (c) Employees who have had vacation and leave their positions with the Hospital before such vacation has been earned will be deducted in their final pay for these vacation days which have been received but not earned. Likewise, if an employee terminated before receiving all vacation days which he has earned, an addition will be made to his final pay for the vacation days which have been earned but not received.
- (d) Vacation not taken in accordance with these instructions may only be carried forward to the future year on the authority of the Employer.
- (e) (i) Effective April 1, 1990 and subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior conditions, vacation entitlement shall be as follows:

An employee who has completed less than one (1) year of continuous service shall be entitled to 1.25 days of vacation for each month of continuous service. Such vacation shall be with pay.

An employee who has completed one (1) year but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

Vacation pay shall be calculated on the basis of the employee's regular ~~straight time~~ rate of pay times their normal weekly hours of work, subject to the application of Article 11.04, "Effect of Absence".

The employee shall receive the respective vacation period beginning in the calendar year in which his 2nd, 5th, 15th or 25th anniversary of first service falls, as the case may be. However, the right to the vacation does not vest in the employee until he has completed the required period of service.

(ii) Part-Time Employees' Vacation

Part-time employees shall be entitled to the annual vacation periods without pay as outlined above. In addition, part-time employees will receive with each regular pay, vacation pay as a percentage of wages based on the following:

3 weeks vacation entitlement or less	- 6%
4 weeks vacation entitlement or less	- 8%
5 weeks vacation entitlement or less	- 10%
6 weeks vacation entitlement or less	- 12%

(iii) Part-Time: Service for Vacation Entitlement

Part-time employees shall be credited with and accumulate service for the purpose of progression on the vacation scale on the basis of one (1) year for each 1725 hours worked.

(f) Vacation Preference

All employees shall, whenever conveniently possible, be granted the vacation period, or periods, preferred by the employee, or such time as may be mutually agreed between the Hospital and the employee.

Vacation requests made by April 15th shall, in the event of a conflict, be granted to the employee(s) with the most seniority. The Hospital shall respond to these requests by May 1st. Requests made after April 15th will be answered within two (2) weeks of such requests and shall be granted on a first requested, first approved basis.

20.02 Work During Vacation

An employee who is asked to work during a scheduled vacation may choose to do so on a voluntary basis.

If the employee works during such vacation., she shall receive a minimum of regular straight time wages for a full shift on such day plus she shall also be credited one (1) additional day vacation for each day so worked.

20.03 Sickness During Vacation

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

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

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

ARTICLE 21 - HEALTH AND WELFARE

21.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of 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 enrollment requirements:

(a) LTD Plan

The Hospital shall maintain a Disability Insurance Plan equivalent to the ~~WOODIP~~ Plan. The Hospital shall pay 75% of the monthly premium of the plan and the employee shall pay the remaining 25% through payroll deduction. All new full-time employees must join the plan.

(b) Semi-Private

The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross ~~Semi-Private~~ Plan or comparable coverage with another carrier.

(c) Extended Health Care

The Hospital agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan (as amended below) or comparable coverage with another carrier providing for fifteen dollars (\$15.00) (single) and twenty-five dollars (\$25.00) (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 (maximum ninety dollars (\$90.00) every twenty-four (24) months) as well as a hearing aid allowance (lifetime maximum five hundred dollars (\$500.00) per individual).

Changes arising from this provision are to be effective thirty (30) days following the date of signing of the collective agreement or thirty (30) days following the date of an award.

(d) Life Insurance

The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under H.O.O.G.L.I.P. including the premiums for the disability benefit for all employees or such other group life insurance plan currently in effect.

e) Dental

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 Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be changed from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

- (f) 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.

The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his/her monthly pension cheque.

- (g) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

21.02 Part-Time Percentage in Lieu

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 maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

21.03 Change of Carrier

It is understood that the Hospital may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. 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.

21.04 Pension

- (a) All present employees enrolled in the Hospital's pension plan shall maintain their enrollment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

- (b) Prior to issuing notice of layoff pursuant to Article 11.03 (ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HCOOP 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 within the classification(s) who would otherwise receive notice of lay-off under Article 11.03 (ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.



**ARTICLE 22 - HEALTH AND SAFETY**

**22.01 Health and Safety Committee**

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the application legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one 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 cooperation 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 requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.06.
- (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.

**22.02 Protective Equipment**

The Hospital shall provide free of charge all safety and protective equipment deemed necessary. Such equipment will remain on Hospital premises at all times.

ARTICLE 23 - COMPENSATION

23.01 Job Descriptions

The Employer will provide to the Union, copies of all job descriptions upon request by the Union on the occasion of any significant change or revision.' Individual employees may request copies of their own job description or a job description for a position which has been posted and shall be provided with same in a timely fashion.

23.02 Job Classification

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. 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.

When the Hospital makes a substantial change 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.

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.

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.

Notwithstanding the foregoing if as a result of compensable illness or injury covered by W.C.B. an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

23.03 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 no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted). The service review date for purpose of wage progression shall be retained.

23.04 (a) Wages and Classification Premiums

The regular straight time rate of pay and salary ranges as agreed to and attached to this Collective Agreement shall be effective during the term of this Collective Agreement. All employees in the bargaining unit shall be paid in accordance with the classification and the year of service shown in Wage Schedule "A" which forms part of this Agreement.

(i) Annual increments will become effective the first day of the pay period following the anniversary date of employment with the Hospital, subject to Article 11.04.

(b) Application of Wage Increases

Retroactivity shall apply only to the General Wage increase and shall be based on all hours paid from April 1st, 1990 for both full-time and part-time employees. Such retroactivity shall be paid within sixty (60) days of November 12, 1991.

The percentage in lieu of benefits will be calculated and paid on the retroactive payment for part-time employees for the period from April 1st, 1990 to the date of effecting the increase.

23.05 Part-Time Employees Progression on Wage Grid

Part-time employees shall be credited with and shall accumulate service for the purpose of progression on the wage grid on the basis of one (1) year for each 1725 hours worked. Service prior to the signing of this Collective Agreement shall be recognized on this basis.

23.06 Pay Days

The Hospital shall pay all the employees for all hours worked every alternate Thursday for the fourteen (14) day pay period ending at 0700 hours on the previous Saturday.

When a payday falls during an employees' vacation period, the employee shall receive his pay before he begins his vacation provided the employee requests it in writing at least two (2) weeks prior to the commencement of his vacation.

23.07 Payment Upon Termination

Any payment to which an employee is entitled upon termination of employment, shall be paid by the Employer to the employee not later than seven (7) days after termination of employment.

ARTICLE 24 - GENERAL

24.01 Tools and Equipment

The Hospital shall provide **and** maintain all tools and equipment required to be used by employees.

24.02 Taxi Fare

When no buses are available after 2400 hours, the Hospital will pay taxi fare from the Hospital to the employee's residence for those employees who have been asked to work overtime past their regular shift.

24.03 Meal Ticket

An employee shall be provided with a free meal ticket when working for four (4) hours or more of overtime on the same day the employee has worked a full tour.

24.04 Correspondence

All correspondence arising out of or incidental to this Collective Agreement shall pass between the: Assistant Executive Director, Human Resources, Riverside Hospital of Ottawa and the Recording Secretary of the Local Union, unless as otherwise herein specified.

24.05 Printing of Agreement

A copy of this Agreement, in a mutually suitable form, will be made available by the Hospital to each employee now employed and as employed. Printing costs for these agreements will be shared equally between the parties.

24.06 Parking

For a fee payable by everyone, the Hospital will provide a parking space. The parking fee will be established by the Board of Trustees.

24.07 Access to Premises

The Employer agrees that a National Representative of the Union shall have reasonable access to the Employer premises to meet with employees during working hours to assist in the processing of grievances, the administration of the Collective Agreement, collective bargaining or other legitimate reasons. Such access shall only be with the permission of the A.E.D. - Human Resources or her designate, and such permission shall not be unreasonably withheld.

24.08 Pay Cheque Error

Should an error of less than \$50.00 occur on a pay cheque attributable to the Employer, the latter agrees to correct the error no later than the following pay day. Errors over \$50.00 will be corrected within three (3) working days.

24.09 Right to Representation

Over and above the right to representation provided for under the Grievance Procedure, employees shall have the right to have their Union Steward at any meeting with management called for the purpose of discipline or critical evaluation of that employee.

24.10 Bilingualism

No employee shall be denied a position either through the job posting process or through the bumping process by virtue of a job requirement for bilingualism provided that the employee is willing to acquire the necessary language skills through an appropriate program/course at no cost to the Hospital.

62

ARTICLE 25 - DURATION

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25.01 Term

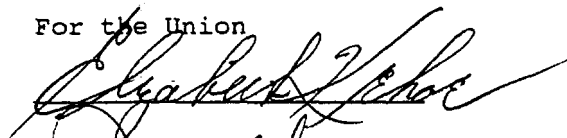
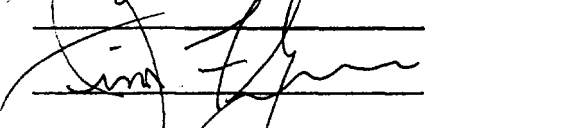
This Agreement shall become effective from the 1st day of April 1994-  
until March 31, 1996 and shall continue from year to year thereafter  
unless either party gives to the other party, notice in writing not  
earlier than January 1, 1996 that it desires its termination  
or amendment.

Notwithstanding the foregoing provisions, 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 and  
negotiations on local matters shall take place during the period from  
120 to 60 days prior to the termination date of this Agreement.  
Negotiations on central matters shall take place during the period  
commencing forty-five (45) days prior to the termination date of this  
Agreement.

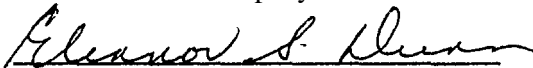
It is understood and agreed that "local matters" means, those matters  
which have been determined by mutual agreement between the central  
negotiating committees respectively representing each of the parties to  
this Agreement as being subjects for local bargaining directly between  
the parties to this Agreement. It is also agreed that local bargaining  
shall be subject to such procedures that may be determined by mutual  
agreements between the central negotiating committees referred to above.  
For such purposes, it is further understood that the central negotiating  
committees will meet during the sixth month prior to the month of  
termination of this Agreement to convey the intentions of their  
principals as to possible participation in central negotiations, if any,  
and the conditions for such central bargaining.

Dated at Ottawa this 7<sup>th</sup> day of October 1996.

For the Union

  
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For the Employer

  
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