



SOURCE	Hospital		
EFF.	93	09	29
TERM.	95	09	28
No. OF EMPLOYEES	320		
NOMBRE D'EMPLOYÉS	A H		

COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

between

QUEENSWAY-CARLETON HOSPITAL

(hereinafter called the "Hospital")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2875

Expires: September 28, 1995

RECEIVED
SEP 22 1998

ENTERED

11855(01)

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 1 -	PREAMBLE.....	1
1.01	Preamble.....	1
1.02	Feminine/Masculine Pronouns.....	1
ARTICLE 2 -	DEFINITIONS.....	1
2.01	Temporary Employee.....	1
2.02	Part-Time Commitment.....	1
2.03;2.04	Regular Part-Time Employee; Casual Employee.....	2
ARTICLE 3 -	RELATIONSHIP.....	2
3.01	No Discrimination.....	2
ARTICLE 4 -	STRIKES & LOCKOUTS.....	2
ARTICLE 5 -	UNION SECURITY	2
5.01	T4 Slips	2
5.02	Notification to Union.....	3
5.03	Employee Interview.....	3
5.04	No Other Agreements.....	3
ARTICLE 6 -	UNION REPRESENTATION & COMMITTEES	3
6.01	Union Activity on Premises and/or Access to Premises	3
6.02	Labour-Management Committee	3
6.03	Local Bargaining Committee.....	4
6.04	Central Bargaining Committee.....	4
6.05	Union Stewards.....	5
6.06	Grievance Committee	5
ARTICLE 7 -	GRIEVANCE & ARBITRATION PROCEDURE	6
ARTICLE 8 -	ACCESS TO FILES	9
8.01	Access to Personnel File	9
8.02	Clearing of Record.....	9

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 9 -	SENIORITY.....	9
9.01	Probationary Period.....	9
9.02	Definition of Seniority.....	9
9.03	Loss of Seniority	10
9.04	Effect of Absence.....	10
9.05	Job Posting.....	11
9.06	Transfer & Seniority Outside the Bargaining Unit.....	12
9.07	Transfer of Seniority & Service.....	12
9.08	Notice and Redeployment Committee.....	13
9.09	Layoff and Recall.....	15
9.10	Benefits on Layoff	17
9.11	Retraining.....	17
9.12	Separation Allowances.....	18
9.13	Portability of Service.....	18
9.14	Technological Change.....	19
ARTICLE 10 -	CONTRACTING OUT.....	19
10.01	Contracting Out	19
10.02	Contracting Out	19
10.03	Contracting In.....	20
ARTICLE 11 -	WORK OF THE BARGAINING UNIT.....	20
11.01	Work of the Bargaining Unit.....	20
11.02	Volunteers.....	20
ARTICLE 12 -	LEAVES OF ABSENCE.....	21
12.01	Personal Leave.....	21
12.02	Union Business.....	21
12.03 (a)	Full-Time Position with the Union.....	21
12.03 (b)	Full-Time Position with the Union.....	22
12.03 (c)	Leave for OCHU President.....	22
12.04	Bereavement Leave.....	23
12.05 (a)	Jury & Witness Duty.....	23
12.05 (b)	Jury & Witness Duty.....	24
12.06 (a)	Pregnancy Leave.....	24
12.06 (b)	Pregnancy Leave.....	25
12.07 (a)	Parental Leave.....	27
12.07 (b)	Parental Leave.....	28
12.08	Education Leave.....	29
12.09	Pre-Paid Leave Plan.....	30

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 13 -	SICK LEAVE, INJURY & DISABILITY	32
13.01	Sick Leave.....	32
13.02	Injury Pay.....	32
13.03	Payment Pending Determination of WCB Claims	32
ARTICLE 14 -	HOURS OF WORK.....	32
14.01	Daily & Weekly Hours of Work.....	32
14.02 (a)	Rest Periods.....	32
14.02 (b)	Rest Periods.....	33
14.03	Additional Rest Periods	33
ARTICLE 15 -	PREMIUM PAYMENT.....	33
15.01	Definition of Regular Straight Time Rate of Pay.....	33
15.02	Definition of Overtime.....	33
15.03	Overtime Premium & No Pyramiding.....	33
15.04	Time Off in Lieu of Overtime.....	33
15.05	Reporting Pay.....	34
15.06	Call-Back.....	34
15.07	Standby.....	34
15.08	Temporary Transfer.....	34
15.09	Shift and Weekend Premium.....	34
ARTICLE 16 -	HOLIDAYS.....	35
16.01	Number of Holidays.....	35
16.02	Definition of Holiday Pay & Qualifiers	35
16.03 (a)	Payment for Working on a Holiday	35
16.03 (b)	Payment for Working on a Holiday	36
16.04	Payment for Working Overtime on a Holiday	36
ARTICLE 17 -	VACATIONS	36
17.01 (a)	Full-Time Vacation Entitlement, Qualifiers.....	36
	& Calculation of Payment	
17.01 (b)	Part-Time Vacation Entitlement, Qualifiers	36
	& Calculation of Payment	
17.02	Work During Vacation.....	37
17.03	Illness During Vacation.....	37
17.04	Bereavement Leave During Vacation.....	37

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 18 -	HEALTH & WELFARE.....	38
18.01	Insured Benefits	38
18.02	Change of Carrier.....	39
18.03 (a)	Pension	39
18.03 (b)	Retirement Allowance.....	39
18.04	Benefits for Part-Time Employees.....	39
ARTICLE 19 -	HEALTH & SAFETY	40
19.01	Protective Footwear.....	40
ARTICLE 20 -	COMPENSATION.....	40
20.01 (a)	Job Classification.....	40
20.01 (b)	Job Descriptions.....	41
20.02	Job Classification (NEW)	41
20.03	Promotion to a Higher Classification.....	41
20.04	Wages & Classification Premiums.....	42
20.05	Progression on the Wage Grid (Part-Time).....	42
ARTICLE 21 -	HOSPITAL OPERATING PLAN.....	42
ARTICLE 22 -	DURATION.....	43
22.01	TERM.....	43
22.02	CENTRAL BARGAINING.....	43
SIGNING PAGE.....		43
SCHEDULE "A" - DISABILITY INCOME PLAN		44
SCHEDULE "A" SALARY/WAGE RATES		46
SCHEDULE "B" SALARY/WAGE RATES		48

APPENDIX OF LOCAL ISSUES

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
L1.00 RECOGNITION	50
L2.00 DEFINITIONS	50
L3.00 MANAGEMENT RIGHTS	50
L4.00 UNION SECURITY & DUES	51
L5.00 UNION REPRESENTATION	51
L6.00 SENIORITY LISTS	52
L7.00 SCHEDULING	53
L8.00 SICK LEAVE ADMINISTRATION	55
L9.00 VACATION SCHEDULE	55
L10.00 PAID HOLIDAYS	56
L11.00 MISCELLANEOUS	56
L12.00 HARASSMENT IN THE WORKPLACE	58
L13.00 RNA/RPN SKILL UTILIZATION/EDUCATION	59
L14.00 HEALTH & SAFETY	59
SIGNATURE PAGE	60
<u>MEMORANDUM OF AGREEMENTS</u>	
SAFETY FOOTWEAR	61
EMERGENCY SCHEDULING OF EMPLOYEES	62
HOSPITAL MODIFIED WORK PROGRAM	63
AGGRESSIVE/ABUSIVE BEHAVIOUR & HARASSMENT IN THE WORKPLACE	64

ARTICLE 1 - PREAMBLE

1.01 - Preamble

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.

1.02 - Feminine/Masculine Pronouns

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 2 - DEFINITIONS

2.01 - Temporary Employee

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, 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 or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting 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 - Part-Time Commitment

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

The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined basis solely for the

purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

2.03 - Regular Part-Time Employee

A Regular Part-time employee shall be deemed to be an employee who normally works not more than twenty-four (24) hours per week, who makes a commitment to the Hospital to be available on a pre-scheduled basis as required and in respect of whom there is advanced scheduling.

2.04 - Casual Employee

A Casual Part-time employee shall be deemed to be an employee so designated who works on an unscheduled basis when available and called upon to do so.

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

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 practised 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.

ARTICLE 4 - STRIKES & LOCKOUTS

The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms strike and lockout shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 - UNION SECURITY

5.01 - T-4 Slips

The Hospital will provide each employee with a T-4 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.

5.02 - Notification to Union

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

5.03 - Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ 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.

5.04 - No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Hospital without proper authorization from the union.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 - Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02 - Labour-Management Committee

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.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or

negotiations for the amendment or renewal of this agreement.

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.

Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

6.03 - 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 renewal agreement (as set out in the Local Provisions Appendix). 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 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 representatives 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, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 - Central Bargaining Committee

In central bargaining, between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven (7), and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the Seven (7) Hospitals accordingly.

6.05 - Union Stewards

The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

The number of stewards and the areas which they represent, are to be determined locally.

6.06 - Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For 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.
- 7.02 At the time formal discipline is imposed 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.
- 7.03 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 No. 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 No. 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 written 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 No. 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.

7.04 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.

7.05 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.

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. 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 deems it necessary to suspend or discharge 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.

- 7.07 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.
- 7.08 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.
- 7.09 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.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 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.
- 7.13 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.
- 7.14 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.
- 7.15 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.

- 7.16 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 8 - ACCESS TO FILES

8.01 - 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 Director of Personnel or designate. An employee has the right to request copies of any evaluations in this file.

8.02 - Clearing of Record

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following receipt of such letter, suspension, or other sanction provided that such employee's record has been discipline free for one year.

ARTICLE 9 - SENIORITY

9.01 - 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.

9.02 - Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time employees, including casual 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.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to November 28, 1986 will be credited with the seniority they held under the Agreement expiring October 2, 1986 and will thereafter accumulate seniority in accordance with this Article.

9.03 - Loss of Seniority

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) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) 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) calendar months from the time the disability or illness commenced.

9.04 Effect of Absence

((a), (b) and (c) of the following clause is applicable to full-time employees only)

Unless otherwise provided in the Collective Agreement

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be

suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. 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 for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. or L.T.D. benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.
- (d) Effective June 4, 1996, part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WCB benefits, on the basis of what the employee's normal regular hours of work would have been.

9.05 - 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. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

Vacancies created by the tilling 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.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to

considering persons who are not members of CUPE bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

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.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.

9.06 - Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to March 21, 1986:

- (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 the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee 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.

Implementation Note:

Notwithstanding (b), any employee with bargaining unit seniority who is out of the bargaining unit as of the date of the award (June 4, 1996) and who returns to the bargaining unit within 1 year from the date of the award shall not forfeit their seniority.

9.07 - Transfer of Seniority and Service

Effective November 28, 1986 and for employees who transfer subsequent to November 28, 1986:

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

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) 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 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.

9.08 - Notice and Redeployment Committee

(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 9.08 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 9.11, 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 Red 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 or 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.

9.09 - Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.08(a)(ii) may:

- (a) accept the layoff; or
- (b) ~~opt~~ to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(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 9.08.

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 or 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 or 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 employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the lass of seniority provision, 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 or 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 Mer 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 9.08.

9.10 - Benefits on Layoff

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

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits 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 for 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 his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

Article 9.11 - Retraining

(a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.08(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 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 or 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 9.11(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.

(c) Regional Redeployment Committee

A joint committee of the participating hospitals and local unions identified in Appendix A shall meet prior to June 30, 1993, and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employees.

Each Hospital will provide such Regional Redeployment Committee with the name, address, telephone number, and years of service and seniority of all employees who have been laid off.

In filling vacancies not filled by bargaining unit members, the Hospitals will be encouraged to give first consideration to laid-off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that Hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

Article 9.12 - Separation Allowances

- a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of 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 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

Article 9.13 - 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.

9.14 - Technological Change

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 on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

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

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 10 - CONTRACTING OUT

10.01 - Contracting Out

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 layoff of any employees other than casual part-time employees results from such contracting out.

10.02 - Contracting Out

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this

provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the hospital; and
- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

10.03 - Contracting In

Further to Article 9.08(b)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and 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 11 - WORK OF THE BARGAINING UNIT

11.01 - Work of the Bargaining Unit

Employees 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 regular employees are not readily available.

11.02 - 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 June 1, 1988.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the next month and the number of hours worked.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the **Hospital**. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) 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.

12.02 - Union Business

The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. 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 thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfil the duties of the position shall be in addition to leave for Union Business under this clause.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

12.03(a) Full-Time Position with the Union (This clause is applicable to full-time employees only)

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employ — during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall 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.

12.03(b) Full-Time Position with the Union
(The clause is applicable to Part-time employees only)

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been.

The employee shall 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.

12.03(c) - Leave for OCHU President and Secretary-Treasurer

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 employee(s) elected to the position of the President of the Ontario Council of Hospital Unions or the Secretary-Treasurer 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 thirty (30) days of billing.

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.

12.04 - Bereavement Leave

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, nonetheless, grant a paid bereavement leave.

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.

12.05(a) - Jury & Witness Duty

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

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 ~~with~~ the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof. .

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising ~~from~~ the employee's ~~duties~~ at the Hospital on 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. It is understood that ~~any~~ rescheduling shall not result in the payment of any premium pay.

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

12.05(b) - Jury & Witness Duty
(This clause is **applicable** to part-time employees only)

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 with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official **receipt** thereof.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a **case** arising from the employee's duties at the Hospital on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time **hourly** rate subject to (a), (b) and (c) above.

12.06(a) - Pregnancy Leave
(The following clause is **applicable** to full-time employees only)

- (a) Pregnancy leave will be granted in accordance with the provisions of the **Employment Standards Act**, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous **service**.
- (b) The employee shall give written **notification** at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to **return** to work **on the date originally** approved in subsection (b) above by written **notification received** by ~~the~~ Hospital at least

two (2) weeks in advance thereof.

- (d) 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.

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

12.06(b) - Pregnancy Leave

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

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date

of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) 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 (83%) 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.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) 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 Supplementary Unemployment Benefit Plan with the Unemployment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07(a) - Parental Leave

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

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written **notification** of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) 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 a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) 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.

An employee shall reconfirm his or her intention to **return** to work on the date originally approved in subsection (b) above by written **notification** received by the Hospital at least two (2) weeks in advance thereof.

- (e) 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 percent (93%) of the employee's normal weekly earnings and the sum of his or 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 or 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 or she were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of his or 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.

- (9) Credits for service and seniority shall accumulate for a period of up to ~~eighteen~~ (18) weeks while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period ~~of up to~~ eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have ~~occurred~~ had he ~~or~~ she 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.

12.07(b) - Parental Leave

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

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, **shall** give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) 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 a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) 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.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) 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 Unem A, 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 percent (93%) of the employee's normal weekly earnings and the sum of his or 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 or 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 or she were not on parental leave.

In addition to the foregoing the Hospital shall pay the employee ninety-three percent (93%) of his or 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.

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) 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.
- (h) Subject to any changes to the employee's status which would have occurred had he or she 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.

12.08 - Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her

employment qualifications. Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital.

12.09 - Pre-Paid Leave Plan

Effective March 31, 1993, the Hospital agrees to introduce a prepaid leave program, **funded** solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) **years'** salary **over a** five (5) year period, in accordance with Part **LXVIII** of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave **of** absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one **time** shall **be** determined between the local **parties**. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the **local** Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall **govern**.
- (e) During the four (4) years of salary deferral, **20%** of the employee's gross annual earnings will be deducted and held for the employee and will not be **accessible** to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion **of the** Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee **at** the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital **and** the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary **deferral**. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the **full** payment of premiums for any health and welfare benefits in which the employee **is**

participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the **disability** income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the **employee's** estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time **or of** withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement **will** include:
 - (i) A statement that **the** employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 - Sick Leave

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

The Hospital Disability Income Plan shall be set forth in Schedule "A" attached hereto and forming part of this agreement.

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

13.02 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.

13.03 - Payment Pending Determination of WCB Claims (FT)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

The regular work week for full-time employees will be thirty-seven and one-half (37½) hours divided into five (5) days of seven and one-half (7½) hours each excluding meal period. The meal period shall be an uninterrupted period except in cases of emergency.

14.02(a) - Rest Periods

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

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

14.02(b) - Rest Periods (PT)
(This 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 (3¾) hours of work.

14.03 - 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.

A

15.01 - Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in wage schedule of the Collective Agreement.

15.02 - Definition of Overtime

The overtime rate shall be time and one-half (1½) the employee's straight time hourly rate where the regular straight time rate of pay is that prescribed in the schedule of wages appended to this agreement.

15.03 - Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1½) the employee's straight-time hourly rate.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall *the same* hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

15.04 - 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. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

15.05 - 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 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. Part-time employees scheduled to work ~~less~~ than seven and one-half (7½) hours per day will receive a pro-rated amount of reporting pay.

15.06 - 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 (1½) their regular hourly earnings.

15.07 - Standby

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 \$2.00 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under **Article 15.06** above and works during the period of standby.

15.08 - Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (½) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a 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 (½) of one shift, the employee shall receive an allowance of \$4.00 for each ~~shift~~ from the time of the assignment.

15.09 - Shift and Weekend Premium

Employees shall ~~be~~ paid a shift premium of forty-five ~~cents~~ (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five (45¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

ARTICLE 16 - HOLIDAYS

16.01 - Number of Holidays

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

There shall be twelve (12) holidays and these holidays are set out in the Local Provisions Appendix.

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

16.02 - 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 the Local Provisions Appendix, 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 the Local Provisions Appendix, 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.

16.03(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 the local Appendix the employee shall be paid at the rate of time and one half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

NOTE: Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix.

16.03(b) - Payment for Working on a Holiday
(The following clause is applicable to Dart-time employees only)

The holidays listed in the part-time local Appendix for the purposes of Article 16.03(b) shall be the same holidays as are listed in the full-time Local Provisions Appendix.

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday.

16.04 - 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 (2x) his regular straight time hourly rate for such authorized overtime.

ARTICLE 17 - VACATIONS

17.01(a) - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment
(The following clause is applicable to Full-Time employees only)

An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation, with pay.

An employee who has completed two (2) years 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 9.04, Effect of Absence.

17.01(b) - Part-Time Entitlement, Qualifiers and Calculation of Payment
(The following clause is applicable to Dart-time employees only)

Part-time employee shall be entitled to vacation pay in accordance with the following schedule:

From date of hire	- 6% of earnings
After five (5) years	- 8% of earnings
After fifteen (15) years	- 10% of earnings
After twenty-five (25) years	- 12% of earnings

Progression on Vacation Schedule (Part-Time)

Effective November 28, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to November 18, 1986 will be credited with the service they held for the purpose of progression on the vacation scale under the Agreement expiring October 2, 1985 and will thereafter accumulate service in accordance with this Article.

17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

17.03 - Illness During Vacation

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

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 in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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

17.04 - Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

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

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 enrolment requirements:

- (a) 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 in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 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 in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$90.00 every 24 months and hearing aide allowance \$500.00 lifetime maximum.
- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.
- (e) 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 benefits 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 or her monthly pension cheque.

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

18.02 Change of Carrier

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

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are 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.

18.03(a) - Pension

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

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment 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, enrol in the plan when eligible in accordance with its terms and conditions.

Article 18.03(b) Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.08(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(a)(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 prorated 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.

18.04 - Benefits for Part-Time Employees

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

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, replotting 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.

ARTICLE 19 - HEALTH & SAFETY

19.01 - Protective Footwear

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

Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide \$35 per calendar year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

ARTICLE 20 - COMPENSATION

20.01 (a) - 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.

20.01 (b) – Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to article 20.01 (a) above.

20.02 – Job Classification (NEW)

Where the Hospital revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- (a) An employee who occupies a position which is revised in accordance with this **article**, and who is physically incapable of performing the revised position, will not be required to perform ~~those~~ additional duties which exceed the employee's physical **capabilities** provided the employee's physician provides documentation to the Hospital of such **limitation**.
- (b) In the event an employee presently **occupying** a position which is revised in **accordance** with this article requires additional training to perform duties of the revised position, the employee shall be entitled to 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 of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

20.03 - 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).

20.04 - Wages and Classification Premiums

Salary scales for employees shall be as set forth in Schedule "B" attached hereto and forming part of this agreement.

20.05 - Progression on the Wage Grid

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

Effective November 28, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to November 28, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring October 2, 1985 and will thereafter accumulate service in accordance with this Article.

ARTICLE 21 - HOSPITAL OPERATING PLAN

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other restructuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

X

ARTICLE 22 - DURATION

22.01 - Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 1995.

Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

22.02 - Central Bargaining

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 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 NEPEAN, Ontario, this 5th day of March, 1998.

FOR THE LOCAL UNION

Imanol Bernal
Mark [Signature]
Roseanne Dean
Brendy Smadi Rep
Alice Gaffney

FOR THE HOSPITAL

Shirley Richer
[Signature]
[Signature]
[Signature]

SCHEDULE A

Disability Income Plan

The Hospital agrees to pay 100% of the billed premium towards coverage of full-time employees in the short-term portion of the hospital's Disability Income Plan.

The Hospital Disability Income Plan is segregated into three components;

Sick Leave - period from onset of illness to the end of week fifteen.

Unemployment Insurance - period from week sixteen to week thirty, both inclusive.

Long-term Disability - period from week thirty-one until return to gainful employment, age sixty-five or death.

A) SICK LEAVE PERIOD

Every full-time employee shall accumulate (bank) sick credits at the rate of one and one-half days per month. Following the three month probationary period, an employee becomes eligible for sick leave benefits at the rate of 100% of regular pay for each day of sick leave accumulated. When this bank is exhausted, the rates set out below apply up to the end of the sick leave period.

3 months to 1 year of service - 66 2/3 of regular pay

1 year of service but less than 2 - 70% of regular pay

2 years of service but less than 3 - 80% of regular pay

3 years of service but less than 4 - 90% of regular pay

4 years of service of over - 100% of regular pay

SCHEDULE A cont'd..

There is no waiting period for the first three absences through disability in the twelve month period from April 1st to March 31st, nor if an employee has time accumulated in his bank. For the fourth and subsequent illnesses, provided there is no time left in the bank benefits will begin on the third day of the illness.

When an employee has been paid at less than 100%, the absence is recorded as borrowed against future bank. When he returns, he begins accumulating his bank again and thus reducing what he has borrowed.

If he is sick again while his balance is still in the negative, he is eligible for benefits, subject to the above paragraph, but only at the percentage of salary accorded by his service, and up to limits as follows;

Employees working a 7.50 hour day limited to - 563.50 hours
Employees working an 8.00 hour day limited to - 600.00 hours

Termination of employment or transfer out of Full-time Conditions

Employees who terminate, or transfer from Full-time employment, with hours accumulated in their bank, do not receive a cash out payment. Those with a negative bank are not required to pay the cost of the negative hours.

Re-employment and Transfer back to Full-time Conditions

Employees who are reemployed on a full-time condition do not inherit their previous balance, either positive or negative. Staff transferring back to full-time conditions inherit their previous sick bank, positive or negative.

B) UNEMPLOYMENT INSURANCE PERIOD

Unemployment Insurance benefits are available for disabled employees for a fifteen week period. The amount received by an employee will be determined by U.I.C. based upon the employees gross earnings.

C) LONG-TERM DISABILITY PERIOD

Benefits commence immediately following the end of Unemployment Insurance benefits. Coverage is at 75% of regular salary to a maximum of \$2,500.00 per month. The premium for this benefit is shared 50:50 by the hospital and the employee.

SCHEDULE "A"
SALARY/WAGE RATES - HOURLY
September 29, 1993 - September 28, 1995

These rates apply only to 'LICO' employees as defined by the *Social contract Act, 1993*.

	<u>Effective Date</u>	<u>START</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Electrician	Sept. 29, 1993	17.48	18.23	18.98	19.72	
	Sept. 29, 1994	17.65	18.41	19.17	19.92	
Plumber, Carpenter, Painter	Sept. 29, 1993	16.86	17.58	18.30	19.00	
	Sept. 29, 1994	17.03	17.76	18.48	19.19	
Cardiology Technologist(E.C.G.)	Sept. 29, 1993	16.34	16.85	17.01	17.33	17.68
	Sept. 29, 1995	16.50	16.82	17.18	17.50	17.86
R.P.N.	Sept. 29, 1993	16.44	16.83	17.23	17.66	
	Sept. 29, 1994	16.60	17.00	17.40	17.84	
Morgue Attendant Stores Clerk - Laboratory Venipuncture Technician Venipuncture Technician/ECG Technician Lead Hand - Housekeeping	Sept. 29, 1993	14.89	15.25	15.61	16.02	
	Sept. 29, 1994	15.04	15.40	15.77	16.18	
O.R. Technician Emergency Technician Maintenance Mechanic	Sept. 29, 1993	14.37	14.74	15.09	15.45	
	Sept. 29, 1994	14.51	14.89	15.24	15.60	
Groundskeeper	Sept. 29, 1993	14.29	14.67	15.06	15.45	
	Sept. 20, 1994	14.43	14.82	15.21	15.60	
Dark Room Technician	Sept. 29, 1993	14.18	14.56	14.96	15.34	
	Sept. 29, 1994	14.32	14.71	15.11	15.49	
Cook	Sept. 29, 1993	14.25	14.59	14.93	15.33	
	Sept. 29, 1994	14.39	14.74	15.08	15.48	
Orderly (Nursing)	Sept. 29, 1993	14.26	14.58	14.94	15.32	
	Sept. 29, 1994	14.40	14.73	15.09	15.47	
Stores Clerk - S.P.D.	Sept. 29, 1993	14.18	14.54	14.91	15.30	
	Sept. 29, 1994	14.32	14.69	15.06	15.45	
Stores Clerk - Food Services Rehab. Services Aide	Sept. 29, 1993	14.03	14.42	14.78	15.15	
	Sept. 29, 1994	14.17	14.56	14.93	15.30	
S.P.D. Technician Central Dispatcher Porter - S.P.D. Aide - Laboratory Printer Assistant	Sept. 29, 1993	13.47	13.81	14.12	14.43	
	Sept. 29, 1994	13.60	13.95	14.26	14.57	

	<u>Effective Date</u>	<u>START</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Ward Assistant	Sept. 29, 1993	13.48	13.80	14.12	14.43	
	Sept. 29, 1994	13.61	13.94	14.26	14.57	
Sr. Food Services Aide	Sept. 29, 1993	13.35	13.67	13.98	14.30	
	Sept. 29, 1994	13.48	13.81	14.12	14.44	
Nursing Assistant (unregistered) Orderly (untrained)	Sept. 29, 1993	13.22	13.56	13.89	14.28	
	Sept. 29, 1994	13.35	13.70	14.03	14.42	
Food Services Aide (Geriatrics)	Sept. 29, 1993	13.19	13.45	13.75	14.07	
	Sept. 29, 1994	13.32	13.58	13.89	14.21	
Housekeeping Aide Housekeeping Custodian Food Services Aide Kitchen Orderly Groundskeeper's Helper Printer Assistant II	Sept. 29, 1993	12.70	12.95	13.24	13.54	
	Sept. 29, 1994	12.83	13.08	13.37	13.68	
Meal Helper	Sept. 29, 1993	8.83				
	Sept. 29, 1994	8.92				

Implementation Note:

In order to comply with the requirements of the *Social Contract Act, 1993* and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the Employment Standards Act.

SCHEDULE "B"
SALARY/WAGE RATES - HOURLY
September 29, 1993 - September 28, 1995

These rates apply only to 'non-LICO' employees as defined by the *Social contract Act, 1993*.

Effective Sept. 29, 1993

	<u>START</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	
Electrician	17.31	18.05	18.79	19.52	
Plumber, Carpenter, Painter	16.69	17.41	18.12	18.81	
Cardiology Technologist (E.C.G.)	16.18	16.49	16.84	17.16	17.50
R.P.N.	16.28	16.66	17.06	17.49	
Morgue Attendant Stores Clerk - Laboratory Venipuncture Technician Venipuncture Technician/EKG Technician Lead Hand - Housekeeping	14.74	15.10	15.46	15.86	
O.R. Technician Emergency Technician Maintenance Mechanic	14.23	14.59	14.94	15.30	
Groundskeeper	14.15	14.52	14.91	15.30	
Dark Room Technician	14.04	14.42	14.81	15.19	
Cook	14.11	14.45	14.78	15.18	
Orderly (Nursing)	14.12	14.44	14.79	15.17	
Stores Clerk - S.P.D.	14.04	14.40	14.76	15.15	
Stores Clerk - Food Services Rehab. Services Aide	13.89	14.28	14.63	15.00	
S.P.D. Technician Central Dispatcher Porter - S.P.D. Aide - Laboratory Printer Assistant	13.34	13.67	13.98	14.29	
Ward Assistant	13.35	13.66	13.98	14.29	
Sr. Food Services Aide	13.22	13.53	13.84	14.16	
Nursing Assistant (unregistered) Orderly (untrained)	13.09	13.43	13.75	14.14	

	<u>START</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Food Services Aide (Geriatrics)	13.06	13.32	13.61	13.93	
Housekeeping Aide Housekeeping Custodian Food Services Aide Kitchen Orderly Groundskeeper's Helper Printer Assistant II	12.57	12.82	13.11	13.41	
Meal Helper	8.74				

Implementation Note:

In order to comply with the requirements of the *Social Contract Act, 1993* and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the *Employment Standards Act*.

C.U.P.E. - LOCAL 2875

ARTICLE L1 - RECOGNITION

- L1.01 The Hospital recognizes the Union as the sole and exclusive bargaining agent of all employees save and except professional medical staff, registered and graduate nurses, undergraduate nurses, classifications represented by A.A.H.P.: O. as of September 29, 1989, office and clerical staff, supervisors and persons above the rank of supervisor.

ARTICLE L2 - DEFINITIONS

- L2.01 A Full-time employee shall be deemed to be an employee who is regularly scheduled to work more than twenty-four (24) hours per week.

ARTICLE L3 - MANAGEMENT RIGHTS

- L3.01 The Union acknowledges that the management of the Hospital and ~~the~~ direction of working forces shall remain with the Hospital except as limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, **layoff**, recall, discharge or **otherwise** discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a **grievance** and dealt with as **hereinafter** provided;
 - (c) determine, in the interest of efficient operation and highest standards of **service**, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service and the location of work;
 - (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
 - (e) make, enforce and **alter** from time to time, reasonable rules and **regulations** to be observed by the employees. Such rules and regulations shall be communicated to the Union.
- L3.02 These rights shall not be exercised in a manner inconsistent with provisions of **this** agreement.

ARTICLE L4 - UNION SECURITY & DUES

L4.01 All employees shall become and remain members in good standing of the Union in accordance with its statutes and regulations.

L4.02 The Hospital will deduct from each employee's pay cheque, union dues, initiation fees and union contributions imposed in accordance with the statutes and regulations of the Local. The Union will advise the Hospital in writing, one (1) month in advance, of any changes in the amount of deductions and the date on which these changes are to become effective.

L4.03 Payroll deductions will be collected for each pay period and the sum sent to the Treasurer of the Local, no later than the tenth (10th) day of the month following the date of deduction, accompanied by a list of the names, addresses and telephone numbers of the employees for whom these amounts have been deducted, and indicating the amount deducted from each employee.

This list accompanying the final dues deduction of each month shall indicate the number of hours worked in the previous four (4) week period.

L4.04 The Hospital will provide the Union with a list of part-time employees and their hours worked on an alternate pay basis.

ARTICLE L5 - UNION REPRESENTATION

L5.01 (a) The Hospital acknowledges the right of the Union to appoint or otherwise select eight (8) Stewards, including a Chief Steward. The distribution of Stewards among Divisions are indicated below, and the Chief Steward shall serve as a Steward for the Division in which he is employed:

- 3 Stewards from Patient Services
- 5 Stewards from all other areas

(b) The Hospital agrees subject to Article 6.03 to recognize a negotiating committee comprised of five (5) Hospital employees representative of the Union for purposes of negotiating a renewal agreement.

(c) The Hospital will recognize subject to Article 6.06 a Grievance Committee comprised of a Chief Steward and not more than two (2) employees selected by the Union who have completed their probationary period and the Grievor.

(d) The Union will provide the Hospital with a list of the names of the Stewards and the Committee Members of the bargaining unit. The Hospital will not be required to recognize any representative until the Union has officially advised the Hospital as to the appointment of the representatives.

L5.02 Requests for leaves of absence without pay to perform Union duties shall be submitted in writing to the employee's immediate supervisor/Manager at least five (5) working days before it is to be taken.

Permission for such leave(s) will be granted to a reasonable number of employees subject to the provisions outlined below and shall not be unreasonably withheld.

- (a) Authorization for such leaves shall be with due regard for the operation of the Hospital and provided that the scheduling changes made necessary by such leave(s) shall not impose any penalty on the Hospital.
- (b) When request for such leave(s) cannot be made five (5) working days prior to the commencement of each leave requested, approval shall be at the discretion of the Hospital based on the individual merits of the request(s). Employees requesting such leave(s) may be required to assist in arranging for replacements needed to cover scheduled shifts.
- (c) The working schedules of these employees shall not be modified in any way because of the said leaves of absence unless the parties shall otherwise agree.
- (d) With the exception of the President and the Vice-president who shall each have up to thirty (30) days, all other employees shall be eligible for cumulative leave up to thirty (30) days each calendar year.
- (e) Not more than two (2) employees in a department except for the President and Vice President, shall be authorized to take time off for Union activities as authorized by this agreement.
- (9) Leave for Union business will be paid by the Hospital, who will obtain reimbursement for the normal or premium rate, as is applicable, plus an additional cost of eighteen percent (18%) to cover fringe benefit and administrative costs.

ARTICLE L6 - SENIORITY LISTS

L6.01 A separate seniority list of full-time and part-time employees covered by this agreement and who have completed their probationary period will be posted by the Hospital no later than January 31st of each year, and remain posted for 30 calendar days. If no challenge to a list is filed in writing to the Hospital within 30 days of its posting, that list shall be considered accepted by all employees as correct for all purposes. Three copies of each list will also be supplied to the Local's President.

L6.02 Temporary Employees shall be paid in a manner consistent with provisions for part-time employees under this agreement.

- L6.03 It is further understood that prior to hiring a Temporary Employee to substitute for an absentee, the position will first be offered to qualified Part-time Employees in that Department.

ARTICLE L7 SCHEDULING

- L7.01 The Hospital will schedule so as to provide a minimum of one weekend off in every two weekend period. Where every other weekend is not granted, time worked shall be paid at the rate of time and one-half (1%) save and except where:

- (i) such weekend has been worked by the employee to satisfy specific days off requested by the employee.
- (ii) an employee has requested weekend work.
- (iii) such weekend is worked as the result of an exchange of shifts with another employee.

- L7.02 The Hospital will endeavour to schedule off full-time permanent employees at least five (5) consecutive days at either the Christmas or New Year's season.

- L7.03 It is understood that no employee shall be required to work more than seven (7) consecutive days. If however, exigency requires that he works more than seven (7) consecutive days, he shall be paid time and one-half (1%) his regular straight time rate of pay for hours worked on consecutive days in excess of seven (7) days.

Where an employee works in more than one service area, it is understood that the onus is on the employee to notify his supervisors of his schedule and any schedule changes in the other area(s).

- L7.04 The schedule of working hours for full-time and regular part-time employees shall be posted on the bulletin board fourteen (14) days before the commencement of the employees' workweek. The scheduled daily hours shall be continuous except for meal hours. The schedules may not be changed with less than forty-eight (48) hours notice except by mutual agreement of all employees affected, and the Department Head: otherwise overtime rates shall be paid on the next shift worked.

- L7.05 The overtime rate shall be time and one-half the employee's straight-time hourly rate where *the* regular straight-time rate of pay is that prescribed in the schedule of wages appended to *this* Collective Agreement. Overtime premium shall be paid in accordance with the following:

- (a) All authorized work performed in excess of seven and one-half (7½) hours per day.

- (b) All authorized work performed in excess of posted weekly hours exceeding thirty-seven and one-half (37½) hours per week averaged over a rolling two week scheduling period.

L7.06 The Hospital will schedule one (1) fifteen (15) minute rest period for each full half of a scheduled shift.

However, he may not take such rest period at the beginning or end of a working day, nor as an extension of the time allowed for meals.

The time that these rest periods are to be taken shall be arranged by the employees' immediate supervisor.

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.

L7.07 Employees will be permitted to exchange days off with the consent of the immediate supervisor provided that such exchange does not entail premium rates of pay and provided that such exchange shall be documented and signed by the concerned employees where practicable.

L7.08 The Hospital will notify the Union of the establishment of all new shifts.

L7.09 Except for schedules established by mutual agreement of the Union, the Hospital, and the affected employees, upon a change of shift, a minimum period of sixteen (16) hours shall elapse between the end and resumption of work by an employee and failing this, the full-time employee shall be remunerated at the rate of time and one-half (1½) for the number of hours the interval is short of sixteen (16) hours.

L7.10 The Hospital shall endeavour to distribute overtime and call-back among its employees qualified to do the work. The Hospital will endeavour to distribute relief hours as equitably as possible according to the roster mutually agreed by the parties.

L7.11 Schedules of six (6) weeks shall be established for all full-time and regular part-time employees. These schedules will endeavour to provide for an equal distribution of shifts, except where a specific position requires otherwise.

L7.12 To facilitate our common interest, the Hospital and the Union membership shall comply with the following:

- (a) Casual employees will declare, on a monthly basis their availability or non-availability for work on specified days for the next four (4) week period.
- (b) A casual employee who declares him/herself available for a tour and has not yet accepted work for the tour shall notify the Hospital if he/she later becomes unavailable for work as soon as this change of circumstance becomes known.

After a tour is accepted normal provisions for cancellation shall apply.

- (c) Casuals shall not be cancelled without 24 hours notice.

If a casual employee has not declared himself available for two (2) months, or does not comply with parts (a) and (b), his/her services may be terminated except when on an approved Leave of Absence.

ARTICLE L8 - SICK LEAVE ADMINISTRATION

L8.01 Sick leave means the period of time when an employee is permitted to be absent from work with pay due to sickness or accident, rendering him unable to perform his regular duties or such other modified duties as may be assigned and not compensable under the Worker's Compensation Act.

L8.02 Sick leave for employees who have completed their probationary period will be granted according to the Hospital's Disability Income Plan and subject to the following conditions:

- a) absence for sickness or accident compensable by the Worker's Compensation Board will not be charged against sick leave credits;
- b) an employee may be required to submit to the Occupational Health Services Nurse a medical certificate, signed by a duly qualified Medical Practitioner, prior to a return to work in cases of absence of five (5) or more days.
- c) An employee will not be entitled to sick pay during a leave of absence without pay, or during a vacation period subject to Article 17.03.
- d) In the case of an employee who is laid-off or separated, by reason other than retirement, prior to termination of their illness or injury, the payment of sick leave benefits shall only cease on the date of lay-off or separation when the disability started within the two months preceding the lay-off date, and notice of lay-off or separation was given prior to the beginning of the disability. In all other situations relating to lay-off or separation, benefits shall be paid for the lesser of the duration of the disability, the utilization of all accumulated days, of fifteen (15) weeks.

L8.03 At any time during the year employees may request the balance of his/her accrued sick leave credits.

ARTICLE L9 - VACATION SCHEDULES

L9.01 Vacations shall be scheduled at times mutually convenient to the Hospital and the

employee. A vacation planner will be made available by January 15 in each department to enable employees to request in writing their preferred time(s) for vacation. Up to and including March 31 in the year in which the vacation is scheduled, employees shall be given preference as to the selection of their vacations on the basis of their seniority. Subsequent to March 31, employee requests shall be granted on a first-come first-served basis. Vacation schedules shall be posted on May 01 of each year and shall not be changed unless mutually agreed to by the employee and the Hospital.

- (a) vacation weeks may not always be consecutive; however the Hospital will endeavour to accommodate the wishes of employees with respect to their preferred vacation dates with due regard for the operations of the Hospital.
- (b) blocks of five (5) days shall receive priority over lesser periods.
- (c) It is understood that vacation is not cumulative from year to year and must be taken by the employee's service seniority date of the year following entitlement, however, the employee may request permission from his Department Head to carry-over up to one (1) week of vacation into the next vacation year. Such request shall not be unreasonably denied.
- (d) Vacations shall be scheduled with adjacent weekends off whenever possible.

ARTICLE L10 - PAID HOLIDAYS

L10.01 The following are recognized as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

L10.02 In addition, two (2) floating holiday will be granted (the total number of paid holidays = twelve (12)) at a time mutually agreeable to the employee and the Department Head. Full-time employees or staff as of April 1st each year shall be entitled to this holiday. This float holiday must be taken no later than March 31st of the year following entitlement.

ARTICLE L11 - MISCELLANEOUS

L11.01 All attached letters and memoranda of agreement shall form part of this Collective Agreement.

- L11.02 The Employer shall provide bulletin board space which shall be placed so that all employees will have access and upon which the Union shall have the right to post notices of meetings and such other notices as may pertain to Union Business. All such notices must be signed by a member of the Union Executive and acknowledged by the Human Resources Department prior to posting.
- L11.03 a) The Hospital shall supply or make available such clothing as it deems necessary to be worn on the job for reasons of appearance, safety or health or as a protection against undue wear or damage. The Hospital will endeavour to provide maternity wear or make suitable arrangements to accommodate the employee.
- b) It shall be the responsibility of the Hospital to clean, launder and maintain all clothing and equipment issued.
- c) The Hospital will require employees performing the following functions to wear appropriate safety footwear:
- 1) Maintenance
 - 2) Grounds
 - 3) Ambulance
 - 4) Stores (only where frequently working in storage areas)
 - 5) Porterage (as determined by the Hospital) heavy carts on a regular basis, e.g. linen carts, food wagons.
- L11.04 Both the Hospital and the Union recognize their joint responsibility and commitment to provide and encourage participation in relevant in-service education. The Hospital will endeavour to provide where feasible, such programs as are directly related to work responsibilities.
- L11.05 Should an error of less than fifty dollars (\$50.00) occur on a pay cheque, attributable to the Hospital, the Hospital agrees to correct the error no later than the following pay day. Errors of over fifty dollars (\$50.00) will be corrected within three (3) working days.
- L11.06 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 of these Agreements will be shared between the parties.
- L11.07 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- L11.08 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.

ARTICLE 12 - HARASSMENT IN THE WORKPLACE

L12.01 Harassment of any employee is recognized as a form of discrimination and may be the subject of a grievance using the procedure set out in Article 7.

For the purpose of this Article, harassment is defined under two headings, sexual harassment and personal harassment.

(a) Sexual Harassment

Sexual Harassment is deliberate or repeated unsolicited verbal comments, questions, representation or physical contact of a sexual nature, that are unwelcome to the recipient, and can be attributed to both males and females.

Sexual harassment includes any persistent comment, gesture or contact of a sexual nature which has the purpose, or the effect of creating an intimidating, humiliating or uncomfortable work environment: any implied or expressed condition or promise for complying with a sexually oriented request; any implied or expressed threat of reprisal by a person in a position to confer, grant or deny a benefit or advancement for refusal to comply with a sexually oriented request.

Sexual harassment shall be considered to have taken place where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome.

Acceptable social banter may not be construed as sexual harassment. However, individual tolerance of such behaviour varies among employees. Accordingly good judgement must be exercised.

(b) Personal Harassment

Personal Harassment is unwarranted behaviour by an individual directed towards another individual who perceives it to be objectively offensive. This behaviour may impair an individual's job performance, or may unjustly threaten the economic livelihood of the person. It may involve the misuse of authority or position to undermine, sabotage or otherwise improperly interfere with the career of an individual.

It can also include offensive or discriminating behaviour directed towards an individual on the basis of any of the prohibited grounds outlined in the Ontario Human Rights. These include race, colour, ethnic origin, ancestry, citizenship, creed, age, sexual orientation, handicap, marital and family status.

Managers' proper exercise of the responsibilities related to job activities, including criticism of work relative to on-going performance, does not constitute harassment

ARTICLE L13 - RNA/RPN Skill Utilization/Education

L13.01 The Hospital agrees to provide education for RNA/RPN's in the Added Nursing Skills set out in the Hospital Nursing Policy ~~I-f-140~~ dated January 1990 so they can acquire and update as necessary such skills.

Should the Hospital require those skills on the work units, the Hospital will pay for attendance at such training at regular wages and will also pay for tuition and materials.

ARTICLE L14 - HEALTH & SAFETY

L14.01 The Hospital and Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

- (a) Recognizing its responsibility under the applicable legislation, the Hospital agrees to accept as members of the Joint Occupational Health & Safety Committee, three representatives or designated alternatives selected or appointed by the Union from amongst the bargaining unit employees.
- (b) Such Committee shall identify potential dangers, hazards, institute means of improving health & safety programs and recommend actions to be taken to improve conditions related to the safety and health.
- (c) The Hospital agrees to cooperate reasonably in providing the necessary information to enable the Committee to fulfil its functions.
- (d) Meetings will be held every six (6) weeks or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make same available for review and post a copy on the Hospital's Occupational Health & Safety Board.
- (e) Any representative appointed or selected in accordance with (a) hereof shall serve a term of one (1) calendar year from the date of appointment which may be renewed for further period of one (1) year. Time off for such representatives to attend meetings at the Joint Occupational Health & 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 representatives shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (f) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (g) Pregnant employees may request to be accommodated in accordance with the Ontario Human Rights Code.

- (h) Where the Hospital identifies high risk areas where, in the course of their work employees are likely to be exposed to any communicable disease, the Hospital will provide at no cost to the employee the appropriate vaccine.
- (i) There shall be one Health and Safety representative from CUPE who will be a certified worker as defined under the Occupational Health & Safety Act. This would not preclude the employer from having more than one certified worker.
- (j) The CUPE certified worker shall be trained at the employer's expense.
- (k) Each C.U.P.E. member of the Committee will be provided one (1) hour paid leave immediately prior to the Joint Health & Safety Committee meeting to prepare for each Committee meeting.
- (l) The parties agree to provide no less than that provided for in the Terms of Reference of the Joint Health & Safety Committee, dated April 1995.
- (m) In all cases of lost time work related injuries, the Hospital and the Union safety representative along with the injured employee will conduct an accident investigation. Through the investigation the cause(s) of the accident shall be determined and the recommendations developed to minimize the risk of re-occurrence. The Union's safety representative and the injured employee will be provided copies of the W.C.B. Form 7 and Hospital form PERS-0724-90-02 as part of this process.

Dated at NEPEAN, Ontario this 5th day of March, 1998.

FOR THE UNION:

Barbara Raymond
Margaret Kelly
Roseanne Sloan
Beverly Smale Rip
Alice Jeffrey

FOR THE HOSPITAL:

Laurie Richer
John Smith
John McNamee
John

MEMORANDUM OF AGREEMENT

BETWEEN

THE QUEENSWAY-CARLETON HOSPITAL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2875

RE: SAFETY FOOTWEAR

We, the parties signed hereunder, agree to the following:

That the individual whose names appear below shall be granted full subsidization for the purchase of one (1) pair of approved safety footwear each year while in the employ of the Queensway-Carleton Hospital:

Trevor Blakely
Mario Liberty
Marcel Renaud

That the purchase of such footwear may be made at a time of their choosing subsequent to this agreement.

That such subsidization shall be paid upon proof of purchase of approved safety footwear, not to exceed Fifty dollars (\$50.00).

Dated at NEPEAN, Ontario this 5th day of March, 1998.

FOR THE UNION:

Marcel Renaud
Mario Liberty
Bruce Smith
Roseanne Dean
Aue Jeffrey

FOR THE HOSPITAL:

Laurie Richer
John Smith
John Smith

LETTER OF UNDERSTANDING

between

Queensway Carleton Hospital
and
CANADIAN UNION OF PUBLIC EMPLOYEES (Local 2875)

Re: HOSPITAL MODIFIED WORK PROGRAM

This letter shall serve to confirm the understanding between the parties with respect to the Hospital's Modified Work Program. The Hospital and the Union mutually support the establishment and ongoing development of a Modified Work Program which includes early assessment of the injury and clinical based identification of the employee's physical limitations and reasonable work/workplace accommodation which facilitates the rehabilitation of the injured employee. The Modified Work Program will be administered in accordance with Hospital policy F-025 and the Hospital Modified Work Proposal dated March 1991 or as may be amended through consultation with the Joint Occupational Health and Safety Committee. Notwithstanding the foregoing, such amendments will not result in any lesser benefit than the existing program.

The Hospital will not impose a penalty on an employee who declines to participate in the Hospital's Modified Work Program.


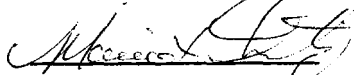

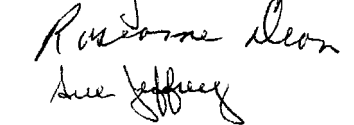
Prior to the establishment of a Modified Work Program assignment, the Hospital agrees that the mutual consent of the Union is required to waive or set aside a provision of this collective agreement.

The Hospital agrees that at any time an employee's modified program is discussed with him, a representative of the Union may be present.


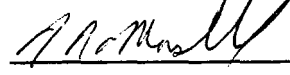
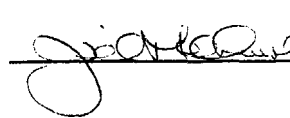
This letter of understanding shall remain in effect for the term of this collective agreement."

Dated at NEPEAN, Ontario this 5th day of March, 1998.

On Behalf of the Union:

On Behalf of the Hospital:

LETTER OF UNDERSTANDING
between
QUEENSWAY CARLETON HOSPITAL
and
CANADIAN UNION OF PUBLIC EMPLOYEES (Local 2875)

RE: AGGRESSIVE/ABUSIVE BEHAVIOUR AND HARASSMENT IN THE WORKPLACE

The Hospital agrees to revisit its policy on **Aggressive/Abusive** Behaviour and Harassment in the Workplace in collaboration with the Union and its other employee groups within 12 months of the date of this Letter of Understanding in order to address the following issues:

1. Training
2. Preventative Measures

Dated at NEPEAN, Ontario this 5th day of March, 1998.

ON BEHALF OF THE UNION:

Michael Reardon
Michael St. J.
Bundy Small
Rosanne Leon
Lee Jeffrey

ON BEHALF OF THE HOSPITAL:

Laurie Riches
N. M. M.
J. G. B. C.