

COLLECTIVE AGREEMENT

BETWEEN

**ST. JOSEPH'S HEALTH CENTRE
(Parkwood Hospital Site)
(HEREINAFTER CALLED THE "EMPLOYER")**

AND

**THE CANADIAN HEALTH CARE
WORKERS UNION
(HEREINAFTER CALLED THE "UNION")**



FULL AND PART TIME SERVICE

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
Article 1-General Purpose	1
Article 2- Recognition	1
Article 3- Union Security	4
Article 4- No Strikes or Lockouts	6
Article 5- Management Rights	6
Article 6- Representation	7
Article 7- Grievance Procedure	11
Article 8- Arbitration Procedure	14
Article 9- Discharge Grievances	16
Article 10- Policy Grievance	17
Article 11- Probationary Employees	18
Article 12- Seniority	21
Article 13- Transfer of Service Credits	25
Article 14- Layoffs and Recall	26
Article 15- Job Postings	34
Article 16- Temporary Transfers	37
Article 17- Work of the Bargaining Unit	38
Article 18- Hours of Work	41
Article 19- Paid Holidays	50
Article 20- Sick Leave	55
Article 21- Vacations	61
Article 22- Leaves of Absence	66

TABLE OF CONTENTS (cont.)

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
Article 23- Pregnancy and Parental Leave	72
Article 24- Uniforms	79
Article 25- Shift Premium	79
Article 26- Health and Welfare	80
Article 27- Breakage	83
Article 28- Dressing Room and Locker	83
Article 29- Bulletin Boards	83
Article 30- Accident and Prevention	84
Article 31- Call in Pay	86
Article 32- Clearing of Employee File	87
Article 33- % in Lieu of Fringe Benefits	88
Article 34 -Wage Schedule	88
Article 35- Duration of Agreement	92
Schedule "A"	93

ARTICLE 1 - GENERAL PURPOSE

1:01

The **general purpose** of **this** Agreement is **to** establish and **maintain** collective bargaining relations between the Employer and its employees **within** the bargaining unit.

1:02

The parties agree that **unless specifically referenced** *at* the beginning of an Article's clause **all language contained** in the Collective Agreement will pertain to both **the full-time and part-time employees.**

ARTICLE 2 - RECOGNITION

2:01

The Employer recognizes the **Union as** the exclusive bargaining agent for all employees of St. **Joseph's** Health Centre at Parkwood Hospital at London, save **and** except professional Medical staff, Graduate nursing staff, Undergraduate Nurses, Graduate Pharmacists, Undergraduate Pharmacists, **Graduate** Dieticians, Student Dieticians, persons engaged in research **work** Social Workers, **Technical** Personnel, Chief Engineer, Assistant Chief Engineer, Supervisors, Foremen, **persons** above the **rank of** Supervisor or Foreman, Office and clerical staff, **Security** Guards, Registered Nursing Assistants, Student Registered Nursing **Assistants**, persons regularly employed

for not more than twenty-four (24) hours per week, students employed during school vacation periods, in accordance with the certificate of the Ontario Labour Relations Board herein dated September 21, 1998. All employees of St. Joseph's Health Centre at Parkwood Hospital at London regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional **Medical staff**, Graduate Nursing Staff, Undergraduate Nursing Staff, Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dieticians, Student Dieticians, persons engaged in research work, **Social Workers**, Technical Personnel, Chief Engineer, Assistant Chief Engineer, Supervisors, Foremen, persons above the rank of Supervisor or Foreman, Office and clerical staff, **Security Guards**, Registered Nursing Assistants, Student Registered Nursing Assistants.

Clarity Notes:

For purpose of clarity, the term "technical Personnel" includes Graduate and Undergraduate Speech Therapists, Physiotherapists, **Occupational Therapists**, Laboratory Technologists, Phlebotomist, Radiology Technologists, Recreation Co-ordinators and persons in training to become such Therapists and Technologists. For the purposes of clarity, the term "Technical Personnel" does not include **Pharmacy Technicians**, Senior **Pharmacy Technician** and Inventory Control Technician.

Further, for the **purposes** of clarity, the term "Office and Clerical Staff" includes **Secretaries, Accountants, Staffing Clerks, Medical Stenographers, Payroll Clerks, Business Office Clerks, Admitting Clerks, Receptionists, Switchboard Operators, Cashiers and Ward Clerks.** For the purpose of clarity, the parties agree that the Certificated describes one bargaining unit.

2:02

The Employer **agrees that there** will be no intimidation, discrimination, interference, **restraint** or coercion exercised or **practised** by the Employer, or **by** any of its representatives, with respect to **any** employees because of his or her membership in the Union.

2:03

The Union **Agrees that** there will be no intimidation, discrimination, interference, **restraint** or coercion exercised or **practised** by the Union, or by any of **its members** or representatives **with** respect to membership or non-membership of any employee in the Union.

2:04

The Employer and the Union hereby recognize, acknowledge, **and** agree that the membership of an employee in the Union is at the sole discretion of the employee concerned.

2:05

The Employer undertakes that it will not enter into any other agreement with the employees, either **individually or** collectively, which will **conflict** with any of the provisions of this **Agreement**.

ARTICLE 3- UNION SECURITY

3:01

The Hospital shall deduct an amount equivalent to **regular** monthly Union dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by this Agreement **shall as a** condition of employment **have** deducted **from** their pay each **month an** amount equivalent to their regular monthly Union dues.
- (b) New employees **shall** have deductions made on the first regular deduction date following completion of **thirty** (30) calendar days of employment.
- (c) Union dues **will** be deducted **from** the employee's pay, in accordance **with** the current practice, in each calendar month **and** the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union by the end of each month

(d) The Hospital **agrees** when forwarding **Union dues** to submit a list indicating the names, classifications and change of address of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.

3:02

Regular monthly **Union dues** referred to in this Article shall mean the **regular** monthly Union dues uniformly assessed all the members of the Union in accordance with its Constitution and Bylaws as **certified** to the Hospital in writing by the Union.

3:03

The Union shall indemnify and save the Hospital harmless with respect to **all** Union dues so deducted and remitted.

3:04

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 fifteen(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 meeting may be arranged collectively or individually **for** employees **by** the Hospital as part of the orientation programme.

3:05

T4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4:01

There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act as amended

ARTICLE 5 - MANAGEMENT RIGHTS

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

5:01

Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

Management agrees, wherever feasible, to inform the Union of changes in rules and regulations directly affecting employees' working conditions before notices are posted.

5:02

Hire, discharge, transfer, promote, demote or discipline employees, **provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee within the Bargaining Unit has been discharged or disciplined without reasonable cause may be the subject** of a grievance and dealt with in accordance with the grievance procedure.

5:03

To successfully operate the Hospital as a public institution intended to provide Hospital and Clinical Services to patients in a manner consistent with the obligation of the Hospital to the general public in the area, which will not be interfered with by this Agreement.

5:04

All matters concerning the operation of the Hospital not specifically dealt with in this Agreement shall be reserved to Management and shall be its exclusive responsibility.

ARTICLE 6 - REPRESENTATION

6:01

The Employer acknowledges the right of the Union to appoint or otherwise select the Union Committee of up to four (4) employees.

The Employer **will recognize and deal with** the Union Committee on **any** matter arising **out of this** Agreement, including the settlement of **complaints and** grievances, and will negotiate **and deal with** the Union Committee **with** respect to the negotiations for a renewal of **any** Collective **Agreements**. It is also agreed that separate **meetings** will be held for complaints or **grievances and** negotiations for a renewal of any Agreement.

6:02

The Employer acknowledges the right of **the Union** to appoint or otherwise select Stewards on the basis of one **(1)** Steward for each twenty-five (25) employees in the Bargaining Unit.

6:03

It **shall be** the **duty** of the Steward to assist employees in presenting their grievance to the designated representative in accordance with the Grievance Procedure

6:04

(a) The Employer agrees to post on the bulletin board and forward to the Union at its Kitchener Office a **list** of all Department Leaders showing the supervisor to **whom** each respective employee is directly responsible and to whom any grievance is to be submitted in Step **One** of the Grievance Procedure.

(b) The **Union** agrees to **notify** the Employer, in **Writing** promptly of the names of the **authorized** Stewards after their respective appointment **and** the **respective** dates of appointment and any **changes** in such appointments.

6:05

The Employer agrees that grievances may be processed **during working** hours and that employees and Stewards will be **afforded** a reasonable time from **their duties** to process grievances **as** herein provided; the Employer **further agrees that** the **processing** of **grievances** in the first two steps shall be arranged so **far** as reasonably possible between nine a.m. **and** five p.m.; the Employer reserves the right at anytime to **withdraw** and terminate the **permission** to process grievances during working hours if **at** anytime it shall in its sole discretion consider that **this** privilege is **king** abused or **an** unreasonable amount of **time is being** thereby consumed.

6:06

The Union acknowledge!; **and** agrees that **the** Steward **shall** be required to **perform** their **regular** duties on **behalf** of the Employer **and** that such Stewards **shall** not **perform** any other duties or functions as Stewards **at** the employee's work **area** or on the employer's; time except as herein **specifically** authorised

6:07

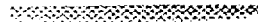
A grievance of an employee respecting wages payable to him or her shall be ~~deemed~~ to have occurred or arisen at the time ~~the employee~~ in question received his or her pay for the ~~period in which the~~ *grievance* allegedly occurred.

6:08

The Union ~~Committee~~ and Employer shall meet at a time mutually ~~agreed upon~~ should either feel that there is ~~business~~ for their consideration. Such ~~meetings~~ will be ~~arranged as promptly as possible upon request~~ in writing by either ~~Party~~.

6:09

- (a) Each member of the said Union Committee shall receive his or her regular pay for all regularly scheduled working hours lost due to his or her attendance at contract negotiation ~~meetings~~ between the ~~parties~~, up to and including conciliation, whether on or off Hospital premises, for which permission has been granted.
- (b) A Steward and where applicable, members of the Union Committee, shall receive their regular pay for ~~regularly scheduled working~~ hours lost due to attendance at grievance meetings with representatives of the Hospital, whether on or outside the Hospital premises, *for* which permission has been granted.



6:10

Where an employee is subject to a suspension or discharge penalty, he or she shall be entitled upon his or her request to have a Steward or Union Committee person present when the disciplinary action is taken. It is the Employer's responsibility to inform the employee of his or her right to request such representation. The failure of the Employer to give the employee proper notice will not negate the disciplinary action taken by the Employer.

6:11

The Union will request time off for Union Committee members to attend grievance and arbitration hearings as far in advance as possible with a minimum advance notice of two (2) weeks, whenever possible. Upon receiving the request, the Hospital will make every reasonable effort to allow the Union Committee members to attend.

ARTICLE 7 - GRIEVANCE PROCEDURE

7:01

For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

7:02

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 or she has first given his or her immediate supervisor the opportunity of adjusting his or her complaint. If an employee has a complaint, such complaint shall be discussed with his or her immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred.

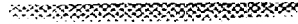
If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within ten (10) calendar days, the employee may proceed with the grievance procedure within ten (10) calendar days following the decision of the immediate supervisor. Any employee is entitled, upon request to have a Union Steward present with him or her when meeting with the immediate supervisor to attempt to adjust his or her complaint.

7:03

A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his or her immediate supervisor.



The nature of the **grievance**, the **remedy** sought, and the section or sections of the Agreement **which are alleged to have been violated shall be set out in the grievance**. The immediate supervisor will deliver his or **her decision in writing** within seven (7) calendar days after receipt of the **grievance in writing**. **Failing** settlement, the next **step** of the grievance procedure **may be taken**.

Step No. 2

Within seven (7) calendar ~~day~~; **following the decision** under Step No. 1, the employee **with** the assistance of the Union Steward, if desired, **must** submit the written grievance to **the Department Leader**, or his or **her** designate, who **will** deliver a decision in writing **within** seven (7) calendar days of his or her receipt of the written grievance at a time and place suitable to both parties. **Failing** settlement, the **next** step in the grievance procedure **may be taken**.

Step. No. 3

Within seven.(7) calendar days following the decision under Step. No. 2, the grievance **must** be submitted to Director of **Human Resources**, or his or her designate, to **be discussed** at a **meeting** between the Director, or his or her designate, the **said** Steward, the grievor(s) and the Union Committee within seven (7) calendar days of receipt of the grievance. Either **party may** have the assistance from outside the Hospital at this Stage if desired.

The Director of Human Resources, or his or her designate, shall give his or her written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within thirty (30) calendar days after the reply in Step No. 3 is given.

7:04

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 employee or employees involved.

7:05

At any stage of the Grievance Procedure, including arbitration, the Parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitration Board to have access to any part of the Hospital to view any working condition which may be relevant to the settlement of the *grievance*.

ARTICLE 8 - ARBITRATION PROCEDURE

8:01

If the Hospital or the Union requests that a grievance be submitted to arbitration, as herein before provided, 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 Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the 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 Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.

8:02

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8:03

No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.

8:04

The Board of Arbitration shall not have any power to amend, alter, modify or add to any provision of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

8:05

The **proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.**

8:06

Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

ARTICLE 9 - DISCHARGE GRIEVANCES

9:01

A grievance **involving the discharge of an employee must be reduced to writing and originate under Step No. 2 within ten (10) calendar days of the employee being notified of his or her discharge. Notwithstanding anything in this Agreement, a probationary employee may be discharged in accordance with Article 11:01.**

It is agreed that the Chairperson of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee.

ARTICLE 10 - POLICY GRIEVANCE

10:01

A *grievance arising* directly between the Hospital and the **Union** concerning the interpretation, application or alleged violation of the Agreement must be originated at Step No. 3 within ten (10) *calendar* days of the event giving **rise** to the grievance. Failing settlement under Step No. 3 **within** thirty (30) *calendar* days, it may be submitted to **arbitration** in accordance with Article 8:01. However, **it is** expressly **understood** that the provisions of this **paragraph** may not be **used** by the **Union** to institute a complaint or grievance directly affecting **an** employee which such employee could himself or herself institute and the regular grievance procedure shall not be thereby bypassed, except only where it is established by the **Union** that the interest of the bargaining unit **as** a whole is involved and may be affected by the resolution of the issue resulting **from** the complaint. This provision will be reasonably applied by the Union.

10:02 **Group Grievance**

Where two or **more** employees have similar grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at **Step** No. 2 within ten (10) *calendar days* of the event **giving rise** to the *grievances*.

The grievances shall be **processed as** one grievance subject to all applicable provisions **under** the grievance procedure.

ARTICLE 11 - PROBATIONARY EMPLOYEES

11:01 FULL-TIME ONLY

An employee will be considered on **probation** until after he or she **has** completed forty-five (45) **days** of work in the full-time bargaining unit within any twelve (12) **calendar months**. Upon completion of such **probationary period**, the employee's **name** will be placed on the appropriate **seniority** list with **seniority** dating **from** the date he or she **was** last hired by the Hospital. During the first thirty (30) **day**, worked during the **probationary period** an employee:

- (a) Shall **receive** a **performance** appraisal **from** his or her immediate supervisor which shall, at the employee's request, be given to the employee in the presence of a Union Steward; and
- (b) May be **discharged** at the sole discretion of, and for any reason satisfactory **to** the **Hospital**, and neither the discharge nor the **reasons** therefore shall be subject to **grievance** and/or arbitration pursuant to the provisions of this Agreement, provided however that the employee shall have received a fair and proper assessment of his or her **qualifications** and **suitability** for **permanent** employment **from** the Hospital.

During the period between the thirty-first (31st) and forty-fifth (45th) days worked during the probationary period an employee:

- (a) **Shall** receive a further **performance appraisal from his** or her immediate **supervisor** which shall, at the employee's request, be given in the presence of a **Union Steward; and**
- (b) **May be discharged at the sole discretion of and for any reason satisfactory to the Hospital and neither the discharge nor the reason therefore shall be subject to grievance and/or arbitration pursuant to the provisions of this Agreement, provided however that the employee shall have received a fair and proper assessment of his or her qualifications and suitability for permanent employment from the Hospital.**

11:02 PART-TIME ONLY

An employee shall be on probation **until** he or she has completed **37.5** hours of **work** in the **bargaining** unit. Upon successful completion of **such** probationary **period** the name of the employee **shall be placed** on the appropriate seniority **list** for the Hospital with the employee being given credit for time worked **during** the probationary **period**.

During the first 225 hours worked during the probationary period an employee:

- (a) Shall receive a performance appraisal from his or her immediate supervisor which **shall**, at the employee's request, be given to the employee in the presence of a Union Steward; and
- (b) May be discharged at the sole discretion of, and ~~for~~ any reason **satisfactory** to the Hospital, and neither the discharge nor the reason therefore shall be **subject to grievance and/or arbitration** pursuant to the provisions of this Agreement.

During the period between the 225 hours of work and 337.5 hours of work an employee:

- (a) Shall receive a further performance appraisal from his or her immediate Supervisor **which** at the employee's request, be **given** in the presence of a Union Steward; and
- (b) May be discharged at the sole discretion of, **and** for any reason *satisfactory* to the Hospital, **and** neither the discharge nor the reason therefore shall be subject to **grievance and/or arbitration** pursuant to the provisions of this Agreement, **provided** however, that the employee shall have received a fair and proper assessment of his or her **qualifications and suitability** for permanent employment from the Hospital.

11:03

The probationary period for any employee or employees may, by mutual agreement between the Employer and the Union, be extended by a further period of 140 hours of work

ARTICLE 12 - SENIORITY

12:01 "Seniority" shall be defined:

- (a) For full-time employees as the length of continuous employment; and
- (b) For part-time employees as the number of hours of work with the hospital in the Bargaining Unit;
- (c) Conversion - Full-time and part-time service who transfer to the RPN Bargaining Unit will be given credit for total service and Seniority except for job postings within the RPN Collective Agreement and then: only the RPN status seniority will apply - i.e. length of service in the RPN Bargaining Unit.

12:02

After completing the probationary period set forth in Article 11 hereof:

FULL-TIME ONLY

An employee shall be deemed to have acquired seniority dating from the date the employee was last hired in the bargaining unit and will accumulate thereafter, and

PART-TIME ONLY

An employee shall be deemed to have acquired seniority calculated from the date of hiring the employee and will accumulate thereafter.

12:03

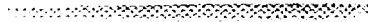
Employees will be regarded as probationary employees until they have acquired seniority as provided herein

12:04

In all cases of promotion, demotion, transfers, layoff, reduction in hours and recall following layoff, seniority shall govern provided that the senior employee possesses the necessary qualifications and ability to perform the work available.

12:05

The Employer and the Union recognize that the ability and the efficiency of individual employees govern to a large extent the safety, comfort, and care of the patients/residents.



12:06

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

- (a) ~~Has~~ been laid off for twenty-four (24) calendar months;
- (b) Is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital and failure to notify was not due to circumstances within the employee's control;
- (c) Fails to return to work upon the expiration of a leave of absence, for reasons beyond the employee's control, or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Hospital in writing
- (d) Fails upon being notified of a recall to signify his or her intention to return within three (3) calendar days after he or she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven (7) calendar days after he or she has received the notice of recall or such further period of time as may be agreed upon by the parties. It is the employee's responsibility to ensure that his or her home address and telephone number are current at all times. If the employee fails to do this, the Hospital will not be responsible for failure to notify;

12:07

Seniority lists of employees as of January 1st, according to the records of the Hospital, will be posted on the official Union Bulletin Boards in the Hospital on or before February 1st of each year.

Seniority lists of employees as of July 1st, according to the records of the Hospital, will be posted on the official Union Bulletin Boards in the Hospital on or before August 1st of each year.

12:08

The Employer will forward two (2) copies of the seniority list to the Union at its Kitchener Office.

12:09

In the event an employee may be permanently (as opposed to temporarily) transferred by the Employer from a part-time classification to a full-time classification, or vice-versa, the established seniority of the employee will be appropriately converted to conform to the method of recording seniority for other employees in the group to which the employee is transferring but no new probationary period will be required when transferring from full-time to part-time and vice versa.

12:10

Seniority, as converted, may be used for the purposes as contained in either full-time or part-time Agreement, but not for the purposes of service, earned leave, or benefits.

12:11

Seniority shall continue to accrue for a period of eighteen (18) months if an employee's absence is due to disability resulting in WSIB Benefits.

12:12

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

ARTICLE 13 - ANSFER OF SERVICE CREDITS

13:01

A full-time employee who transfers to the part-time bargaining unit and who continues to work in the same classification shall be given credit for service accumulated in the full-time bargaining unit for the purpose of progression on the wage scale (provided that as a part-time employee, the employee is entitled to progress along the wage scale) according to the formula:

1650 hours worked = 1 year of service

13:02

A full-time employee who transfers to the part-time bargaining unit shall be given credit for service accumulated in the full-time bargaining unit for the purpose of progression on the vacation pay scale (provided that as a part-time employee, the employee is entitled to progress along the vacation pay scale) according to the formula established for progression on the vacation pay scale.

13:03

A **full-time** employee who transfers to the **part-time bargaining unit to work in another classification** will be placed on the wage grid in accordance with the provisions of the Agreement **dealing with transfer and promotion.**

ARTICLE 14- LAYOFF AND RECALL

14:01 Notice of Layoff

(a) 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 four **(4) 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.

14:02 **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 minimising 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 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.

14:03 Layoff and Recall

- (a) In the event of a layoff, the **Hospital** shall layoff employees **in** the reverse order of their seniority within their **classification**, providing that there **remain** on the job employees **who then** have the ability to perform the **work**.
- (b) **An employee** who is subject to **layoff shall** have the **right** to either:
- (i) **Accept** the layoff, or
- (ii) Displace **an** employee **who** has **lesser** bargaining unit seniority **and who** is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee *originally* subject to layoff **has** the ability to meet the normal requirements of the job in the lower or identical classification. Such employee **so** displaced shall **be laid off**. Any person displaced **through** the bumping procedure shall **himself** or herself **be** entitled **to** utilize the procedure.
- (iii) In the event the bumping **procedure** is exhausted **within** the full-time classifications, a laid off full-time employee who **does** not have the seniority to bump within the full-time classifications shall be given the opportunity to utilize the bumping procedure with respect to the least senior part-time position provided the laid off full-time employee **has** more seniority **and** has the ability to meet the normal requirements of the job.

- (iv) Where a full-time employee **utilizes** the above **procedure** to accept part-time employment, **his** or her **right to recall to full-time employment under 14:03(v)** is **maintained**. Such full-time employees transferring **into** part-time **position(s)** shall carry their full **seniority** and **service credits** with them.
- (v) **In the event of a layoff of part-time employees** the employee who **is subject** to layoff shall have the right to either accept the layoff, or **displace an employee who** has lesser **bargaining** unit seniority and **who** is the least senior in a lower or identical **paying** classification in the bargaining unit if the employee originally **subject** to layoff **has** ability to meet the **normal** requirements of the job in the lower or identical classification. Such employee **so** displaced shall be **laid off**. Any **person displaced through** the bumping procedure shall **himself** or herself **be** entitled to utilize the **procedure**.
- (vi) **In the event the bumping procedure** is exhausted within the **part-time** classifications, a **laid off part-time** employee **who** does not have the seniority to bump within the part-time classification shall be given the opportunity to utilize the bumping procedure **with** respect to the least senior full-time position **provided** the laid off part-time employee **has** more seniority and **has** ability **to meet** the normal requirements of the job.

(vii) Where a part-time employee utilizes the above procedure to accept full-time employment, his or her rights to recall to part-time employment under 14:03(v) is maintained. Such part-time employees transferring into the full-time position(s) shall carry their full seniority and service credits with them.

NOTE: An identical paying classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employees straight time hourly wage rate.

(c) 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 the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

(d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

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

- (f) No **new** employees shall be **hired until** all those **laid off** have been given an opportunity to return to **work** and have failed to **do so, in accordance** with the loss of **seniority** provision, or **have been found** unable to **perform the work** available.
- (g) It is the sole responsibility of the employee who **has** been **laid off** to notify the Hospital of his or **her** intention to return to **work** within five (**5**) calendar days (exclusive of Saturdays, Sundays **and** paid Holidays) after **being notified** to do **so** by registered mail, addressed to the last address on **record** with the Hospital (which **notification** shall be **deemed** to have been **received** on the **second day** following the date of mailing) **and** to return to **work** within ten (10) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled **and** the date **and** time at which the employee **shall** report for **work**. The employee is solely responsible for his or her **proper** address being on record with the Hospital.
- (h) Employees on layoff or **notice** of layoff **shall** be given preference for temporary vacancies which **are** expected to exceed ten (10) calendar 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.
- (i) No full-time employee within the bargaining unit shall be laid off by **reason** of his or her duties **being assigned** to one or **more** part-time employees.

- (j) **In the event that a** layoff commenced on the *day* **immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be** disentitled thereto solely **because of the day** on which the **layoff** commenced
- (k) **A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of** layoff.

14:04 Severance/Early Retirement Option

- (a)(i) **Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 14 that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) week's salary for each year of continuous service to a maximum of twenty-six (26) weeks' pay, and, on production of receipts from an approved education program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.**
- (ii) **Where an employee resigns later than 30 days after receiving notice pursuant to Article 14:01 that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) week's salary, and, on production of receipts from an approved education program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.**

A

(b) Prior to **issuing notice** of layoff pursuant to Article 14:01 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 14:01.

An employee who elects an early retirement Option shall receive, following completion of the **last day of work** a retirement allowance of two (2) week's **salary** for each year of **service**, plus a **prorated** amount for any additional partial year of **service**, to a maximum **ceiling** of 26 week's **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.

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

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

ARTICLE 15 - JOB POSTING

To ensure that employees are given the opportunity of applying for transfers; or ~~promotions~~ resulting from any vacancy or new job created within the scope of the bargaining unit, the Employer agrees to comply with the following procedures:

15:01

The Employer shall post a notice of vacancy or new job on the bulletin board for a period of seven (7) calendar days.

15:02

The Employer may temporarily fill any vacancy or new job while observing the procedure herein set forth.

15:03

Employees shall have the right to apply for the vacancy or new job to the Human Resources Department of the Employer, in writing, during the seven (7) day period set forth in Clause 15:01. The vacancy or new job shall be filled from any applications so received in the manner set forth in Clause 12:04, provided that the applicant(s) is/are qualified and capable of doing the work required.

Such vacancies or new jobs shall be filled on the basis of seniority subject to the provisions of Article 12 and all employees in this bargaining unit shall be considered for such vacancies or new job. For full-time postings, part-time applicants' seniority will be converted to a full-time date. Similarly, for part-time postings, full-time applicants' seniority will be converted to part-time hours. For the purposes of this provision, 1650 part-time hours shall be deemed to be equal to one (1) year of full-time service.

15:04 FULL-TIME ONLY

Employees are eligible to apply to any job posting provided they have been in the full-time bargaining unit for a period of six (6) months.

15:05

If no applications are received during the period specified herein regarding such vacancy or new job, then the Employer may fill the vacancy or new job in any manner it sees fit.

15:06

Any employee who applies for any such vacancy or new job in accordance with this Article, and who is not selected for same, shall be advised on request, to the Human Resources Department, of the successful applicant.

15:07

The **Bargaining Unit Chairperson** shall be informed in writing of the **successful applicant(s)** of **all** postings.

15:08 PART-TIME ONLY

Subsequent **vacancies resulting from** the transfer of an employee to the **original** vacancy will require the **posting of** only one further **notice** in accordance with the provisions of this Article, and any further **resulting vacancy** will be filled in accordance with **Clause 12:04**.

15:09 PART-TIME ONLY

Having applied for a vacancy or new job, an employee may not apply again for a similar vacancy or new job for a **period of six (6) months**.

15:10 PART-TIME ONLY

Where vacancies **are posted** for positions **within** the full-time **bargaining** unit are considered to be suitable to **fill** such vacancies, consideration will be given to applications **from** part-time employees in **this bargaining** unit to fill such vacancies prior to the consideration of **person** not employed by the Hospital. Where the Employer **fills such vacancies from amongst** applicants **from this bargaining** unit, the seniority of such **applicants** will be observed for **such purposes**, provided the senior applicant possesses the **necessary qualifications** and ability to **perform** the work available.

15:11 PART-TIME ONLY

Part-time **staff** will be allowed to **bid** on **temporary assignments** and will be allowed to **return** to **previous assignments** upon completion. This filling of such vacancies shall be at the sole **discretion** of the Hospital.

ARTICLE 16 - TEMPORARY TRANSFERS

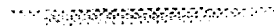
16:01

An employee **who** is temporarily **assigned** by the Employer to a job classification where the wage rate is higher ~~than~~ that of the job classification to which the employee is regularly assigned shall receive the Same step of the range **as** currently occupied in the **job classification** to which he or she is temporarily **assigned** for each hour worked **and** thereafter each fifteen **(15)** minute portion of **an** hour worked.

The employer will not regularly assign employees to work in a higher paid classification **for less than** one hour **with** the intent of avoiding the payment of the rate in the higher classification.

16:02 Responsibility Allowance

When **an** employee relieves in a supervisory position for the **majority** of the seven **and** one-half hour shift or more, which **has** been authorized by the Hospital, he or she shall be **paid 10%** in excess of his or her prevailing wage rate for all hours worked in such **supervisory** position.



16:03

Part-time staff will be **allowed** to bid on temporary assignments and will be allowed to **return** to previous assignment upon completion. The **filling** of such vacancies shall be at the sole **discretion** of the Hospital.

16:04 PART-TIME ONLY

It is understood that the Employer may assign an employee to **adopt** the full work **schedule** of a full-time employee due to the extended **absence** of such full-time employee **and**, in this event, it is further **understood** that the employee **so assigned** shall continue to be covered by this **Collective Agreement only**, and the provisions **contained** herein, regardless of the **number** of hours worked during the assignment.

16:05 PART-TIME ONLY

An assignment of work made by the Employer in **accordance** with Article 16:04 will not guarantee either the commencement or duration of such assignment in the event of the **full-time** employee **returning** to work sooner than *expected*.

ARTICLE 17 - WORK OF THE BARGAINING UNIT

17:01

All persons excluded from the terms of *this* Agreement shall not normally be **permitted** to **perform** work on any job encompassed by the **Bargaining Unit**, except in the **following situations**:

- (a) **when regular Bargaining Unit** employees are not available;
- (b) in **any** emergency;
- (c) in the **interest** of safety
- (d) in experimental **work**;
- (e) in the **instruction** or training of employees, including demonstrating the proper method to accomplish the *task* assigned,
- (f) in cases mutually **agreed** upon by both parties.

Nevertheless, it is understood that **supervisory and** other non-bargaining unit employees may **be required** to perform work which may be the same **as** that **performed by** the employees covered by the Collective Agreement, **provided** such work **will** be kept to a minimum **and** that **Supervisors and** non-Bargaining Unit employees will not **perform** work that would result in the displacement of **an** existing position **within** the **Bargaining** Unit, or the exclusion of Bargaining Unit employees from overtime work or **from** recall **from** layoff.

17:02

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.

17:03

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:

- (a) to employ the employees thus displaced from the Hospital; and
- (b) 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 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.

17:04

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

17:05

An employee shall upon written *request*, made a reasonable time before the time of viewing have an opportunity to view his or her personnel file in the presence of the Director of Human Resources or his or her designate. The information the employee may review will be:

- (a) application form;
- (b) formal disciplinary notations;
- (c) incident reports put into the file after January 18th, 1982.

ARTICLE 18- HOURS OF WORK

18:01

The normal hours of work shall average thirty-seven and one-half (37½) hours per week over the scheduled period, seven and one-half (7½) hours daily, exclusive of unpaid meal period. This means that employees must report to their respective supervisors in uniform, where applicable, ready for work at the designated hour and place and remain in uniform, where applicable, for the full shift.

18:02

All authorized time worked in excess of Seven and one-half (7½) hours a shift or in excess of the averaged hours over the scheduling period, shall be paid at the rate of one and one-half (1½) times the employee's basic straight time hourly rate of pay.

18:03

Employees required to perform such overtime work shall not be required to take time off during a normal working period in lieu of overtime work performed. Time off in lieu of overtime shall be by mutual agreement.

18:04

Work schedules shall be posted at least four (4) weeks in advance and will adhere to the following objectives, except by mutual consent between the parties:

- (a) eight (8) days off shall be scheduled in a four (4) week period;
- (b) two (2) consecutive days off at a time shall be scheduled in accordance with Article 18:09;
- (c) scheduling shall provide for not more than six (6) days between days off;
- (d) (i) the Employer shall provide at least forty-eight (48) hours notice of change of schedule to the employee concerned, resulting from sickness, emergency situations and in any event the Employer will endeavour to keep such changes to a minimum. If schedule changes are made without such notice, the first altered shift worked by an employee within the forty-eight (48) hour period shall be paid at the rate of one and one-half (1½) his or her regular rate of pay;

(ii) PART-TIME ONLY

The Employer shall provide at least twelve **(12)** hours **notice of** cancellation of **scheduled** shifts to the employee **concerned, resulting from sickness, emergency situations** and in any event the Employer will **endeavour to keep** such changes to a minimum. If **schedule cancellations** are made without **such notice**, the next **scheduled** shift worked by the employee shall be paid at the rate of one and one-half (1½) the **regular rate of pay**;

- (e) requests **by** employees for changes in schedule **must be submitted**, in writing, **and** co-signed by **an** employee willing to exchange **and** approved by the Coordinator, or designate, or other Hospital authority. It is understood that such changes shall not result in overtime payments;
- (f) the Employer will endeavour to schedule one (1) weekend off in **three (3)** **and will** guarantee one (1) **weekend** off in four **(4)**;
- (g) **a period** of no less than two (2) consecutive shifts **off** shall be scheduled between a change of **shift** and at least six **(6)** consecutive shifts (i.e. 2 days) shall be scheduled following scheduled **night** shifts;

(h) the foregoing provisions (18:04[a] through [g] inclusive) shall be waived during the period from mid-December to mid-January (i.e. four (4) weeks) in order to facilitate scheduling of time off for Christmas Day and New Year's Day.

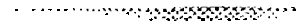
18:05

An employee will receive time and one-half (1½) the regular straight time hourly rate for all hours worked on a fourth (4) consecutive and subsequent weekend save and except where:

- (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (b) such employee has requested weekend work or
- (c) such weekend is worked as a result of exchange of shifts with another employee.

18:06

There shall be an interval of thirteen (13) hours unless altered by mutual consent, prior to commencement of the next shift or time and one-half (1½) shall be paid for all authorized hours worked during such thirteen (13) hour period



18:07

It is agreed *that* regular **work schedules** shall not include **split shifts**. In *cases* of emergencies **when** the employee is **required to** work a **split shift**, overtime rates **shall be paid** for those **authorized hours worked** after the end of the regularly scheduled **shift**.

18:08

Subject to the **need** for **assigning** work with a minimum of delay, the Employer will endeavour to distribute overtime **on** an equitable basis. Overtime **will be distributed** between full-time **and** part-time **staff** within the **program** **and** classification **based** on years of service with the Employer.

For clarification, this **means** that **all staff** in a program, **within a** classification will be placed **on a list** in order of length of service **starting** with the most senior employee. Overtime **shall** be offered to the most senior employee first and continue down the **list until** the overtime is **worked**. **An** employee **may** withdraw from the overtime **list** by **submitting** a written **notice** to the Employer.

18:09

Notwithstanding the provisions of Article 18:04, employees within a program's work team may agree with the Employer to adopt **a** schedule of off duty day(s) or shift(s) which **do not conform** to Article 18:04.

Any such change or resulting agreement must be supported by a Union-supervised ballot, conducted on Hospital premises during the normal working hours of the work team to permit a majority of the employees in the work team to cast ballots. The result of the vote will be decided by a simple majority of the ballots cast and only one such vote may be conducted during the term of this Agreement.

Note: Some current examples of “work teams” include but are not limited to: 3A East Stroke, 3A East A.B.I., Core Housekeeping, 4B South, etc.

18:10

Employees shall be entitled to two paid rest periods of fifteen (15) consecutive minutes in a seven and one-half (7½) hour shift. Other employees (including employees who work shifts in excess of seven and one-half (7½) hours shall be entitled to paid rest periods of fifteen (15) minutes for each four (4) hours worked during their shift. The schedule of rest periods will be arranged with due regard for patient/resident care, Hospital services, and facilities.

18:11 **FULL-TIME ONLY**

Subject to Article 18:01, day(s) or shift(s) may be scheduled for periods of less than working hours of seven and one-half (7½) hours but shall not be scheduled as regular day(s) or shift(s) of less than five (5) working hours.

18:12

The Employer may **require all** or **any** employees to rotate on **all** day, **evening** and **night shift(s)** but may also **permit** employees to **work** the **Same shift(s)** where the employee is employed in a **program** or in a **job classification** where employees **are** not required to rotate on all shifts.

18:13

There will be **no pyramiding** of overtime; once time **worked** is used for **an** overtime **calculation** it **should** not be used on any other **basis** for **calculating** overtime.

18:14

Nothing contained in the Agreement shall be construed as a guarantee by the Employer of hours of employment per **day**, **per shift**, or **per week**, nor as a guarantee of normal **hours** or any other hours.

18:15 Reporting Pay

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

18:16

An employee called in to work shall be paid for the full shift provided the employee is at his or her work station within one (1) hour of being called and provided that the employee was contacted within one (1) hour of the beginning of the shift.

18:17 **PART-TIME ONLY**

Minimum Scheduled Hours - A minimum of three (3) scheduled hours of work will be provided for, or three (3) hours will be paid.

18:18 **PART-TIME ONLY**

The Employer will endeavour to distribute available hours of work on an equitable basis between employees by classification within the grouping of programs. The groupings of programs are as outlined:

Geriatrics/Rehabilitation/Complex Care
Veterans
Physical & Environmental
Nutrition & Food.

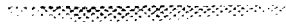
Program scheduling will be implemented on or about July 1, 1999 and will be reviewed in January 2000. A Task Force with equal representation from the union and management will be formed for the purposes of implementation and review of program scheduling.

The Task Force will **review the** hospital's ability to **achieve quality of care** for **residents/patients and** **endeavour** to distribute available hours of **work** on an equitable basis. Both parties **are committed to working** together through implementation, review **and** resolution of **issues**. If the **parties are** not able to reach agreement, **they may** refer to third party mediation **As** the organization **changes**, so may the groupings of **programs**. The Hospital **and** Union **cannot** notify the other **party** of their wish to **meet** to **discuss** changes to the **groupings of programs**.

NOTE: For purpose of clarification of Article 18 (Hours of Work), the current **programs** at the Hospital are:

Veterans Care
Complex Care
Geriatric
Rehabilitation
Physical & Environmental
Nutrition & Food
Pharmacy
Ambulatory Care

The Hospital will **discuss with** the union any changes in **program** definition prior to its implementation.



18:19 PART- TIME ONLY

In the event of sickness, an employee scheduled to **work prior** to 1000 hours must give **at least one**(1) hours notice. **For work** scheduled after 1000 hours, **at least two** (2) hours **notice must** be given prior to the commencement of the scheduled **shift**.

If an employee is off less than **fifteen (15)** working days due to illness, injury or Workplace Safety Insurance, **twelve (12)** hours notice of **return** to work is required. **If an** employee is off **fifteen (15)** working days or more due to illness, injury or Workplace Safety Insurance, **twenty-four (24)** hours notice of return to work is required.

ARTICLE 19 - PAID HOLIDAYS

Clauses 19:01 to 19:08 apply to FULL-TIME ONLY

19:01

An employee who has completed thirty (30) days of employment and otherwise qualifies under Article 19:04 hereunder shall receive the following paid holidays:

- | | |
|------------------------------------|------------------|
| New Year's Day | Labour Day |
| 3 rd Monday in February | Civic Holiday |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

19:02

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** for twelve (12) **paid** holidays remains unchanged.

19:03

Holiday Pay is defined as the amount of regular straight time, hourly pay (7 1/2 hours) exclusive of **shift** premium which **an** employee **would** have received had he or she worked a **normal** shift on the holiday in question

19:04

In order to qualify for pay on a holiday, **an** employee shall complete a full scheduled shift on each of his or her working days immediately preceding and immediately following the holiday **concerned** unless the employee **was** absent due to:

- (a) verified **illness** or accident which commenced in the current or previous pay **period** in which the holiday occurred;
- (b) layoff for a **period** of not exceeding five (5) calendar days, inclusive of the holiday;

- (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (d) vacation granted by the Hospital;
- (e) the employee's regular scheduled day off.

19:05

An employee who qualifies under Article 19:04, and is required to work on any of the above-mentioned holidays will, at the option of the Employer, receive either:

- (a) pay for all hours worked on such day at the rate of one and one-half (1½) times his or her regular straight time rate of pay in addition to his or her regular Straight time rate of pay, or
- (b) pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty (30) days before or thirty (30) days following the holiday. Such lieu day off to be selected by the employee and the Department Leader by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department Leader.

19:06

An employee who is scheduled to **work** on a paid holiday:

1. **and fails to do so shall** lose his or her entitlement to holiday pay **unless** the employee provides **a reason** for such **absence** which is reasonable;
2. **and calls in** sick, providing the employee **qualifies** for pay on the holiday under Article 19:04, will **be** paid at a rate of **straight** time for the holiday and will be entitled **to a lieu day to be taken within either** 30 days before or 30 days following the holiday. **A doctor's** certificate **may** be required. This provision to be reasonably **administered**.
3. and becomes ill **part** way through his or her **scheduled shift** on a holiday, will be paid at a rate of 1½ times his or her **regular** rate of pay for hours worked and at a rate of straight time for the **balance** of the scheduled shift ~~that~~ the employee **was** sick. The employee will also be entitled to a lieu day to be taken **within** either 30 days **before** or 30 days following the **holiday**;
4. and calls in **sick** on **his** or her scheduled lieu day ~~will~~ not have his or her lieu day rescheduled

19:07

If a paid holiday falls during an employee's vacation, his or her vacation **shall** be extended accordingly, provided the employee qualifies for the holiday pay.

19:08

If a **paid holiday** falls **during an** employee's regular day off, **another day** off **shall** be selected by the employee **and the Department Head** by mutual agreement, **providing** the employee **qualifies for** the holiday pay. **Failing such mutual agreement**, the **lieu day** will be **scheduled** by the Department Leader.

Clauses 19:09 to 19:12 apply to PART-TIME ONLY

19:09

The following holidays **will be recognized**.

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

19:10

One additional holiday will be **recognized** and observed on the **Third** Monday in the **month** of February of each year. Should the Employer 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 Employer shall be established **as** the legislated holiday after **discussion** with the Union so that the Employer's obligation to provided for twelve (12) paid holidays remains unchanged.

19:11

Effective **January 1, 1986**, an employee **who** is required to **work** on any of the above-mentioned **holidays shall** receive **pay at the** rate of two and **one-half (2%)** times the employees **regular** rate for **all** hours of work **performed** on such holiday.

19:12

Holiday Pay shall be **paid** in accordance with the Employment Standards Act, except **as** provided in Article 19:01.

ARTICLE 20 - SICK LEAVE

20:01 FULL TIME ONLY

The Hospital will **pay** seventy-five (**75%**) of the billed premium towards coverage of eligible employees under the long-term **disability** portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed **premium through payroll deduction**. For the **purpose** of transfer to the short-term portion of the disability programme, employees on payroll **as** of the effective **date** of the transfer with three (3) **months** or more of service **shall** be deemed to have ~~three~~ (3) **months of service**. For the **purpose** of transfer to the long-term portion **of** the disability programme, employees on the **payroll as** of the effective date of the transfer **with** one (1) year or more of **service** shall be deemed to have one (1) year of service.

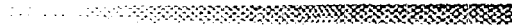
20:02 FULL TIME ONLY

Effective the first of the month following *the* transfer *the* existing sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

20:03 FULL TIME ONLY

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his or her regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- 1) Supplement payment for lost straight time wages on sick leave day!; under the new programme which would otherwise be at less than full wages or no wages and,
- 2) Where a pay-out provision existed under the former sick leave plan in Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out.



3) Where, **as of** the effective date **of transfer**, **an** employee **does not have the required service to qualify for pay-out on termination**, his or her existing **sick** leave credits **as of that date** shall nevertheless **be** converted to **sick** leave **bank** in accordance with the foregoing and he or she shall **be** entitled, on termination, to that portion of **any unused sick leave dollars providing** he or she subsequently **achieves** the **necessary** service to **qualify** him or her for pay-out **under** the conditions relating to **such** pay-out.

20:04

An employee shall not be **allowed** sick leave pay for the **first** day of absence in the **fifth and subsequent periods** of absence, because of **illness** in any calendar year.

Employees absent from work because of illness or injury shall notify the Hospital of the *expected* duration of their absence and their **expected** return to work date, when **known**. In the event the expected return to work date changes, the employee will notify the Hospital, when **known**.

20:05 FULL TIME ONLY

To qualify for sick leave pay or allowance, an employee scheduled prior to 10:00 a.m. must give at least one (1) hours notice, and at least two (2) hours notice thereafter, prior to the commencement of the scheduled shift that he or she will not be reporting for duty by reason of illness, or shall give to the Director of Human Resources, or Designate in writing, by request, a reason or explanation satisfactory to and accepted by the Director of Human Resources or Designate of the Hospital as satisfactory for the failure to give such minimum one (1) or two (2) hours notice.

20:06

If an employee is off less than 15 working days due to illness, injury or WSIB, 12 hours notice of return to work is required, or in exceptional circumstances, can be mutually agreed upon. If an employee is off 15 working days or more due to illness, injury or WSIB, 24 hours notice of return to work is required.

20:07

There shall be no monetary obligation or otherwise from the Hospital when an employee is being paid by the Workplace Safety and Insurance Board except as herein provided.

20:08 FULL TIME ONLY

Employees may **claim** for sick pay if Workplace Safety and Insurance **eligibility** is pending. The Employee will reimburse the Employer the full amount of sick pay received upon receipt of WSIB payment.

20:09

An employee who has been ill up to **and** including three (3) working days **must report to** the Occupational Health Services Nurse or Designate and a nurse shall complete a **Medical** information slip which shall be **presented** to the supervisor upon return to work. **If an** employee is ill for more than five (5) working days he or she will require a Physician's Certificate of illness to qualify for sick pay upon the request of the hospital.

An employee who is required to have a medical examination and/or produce a **doctor's** certificate pursuant to this Agreement or Provincial regulations shall be **reimbursed** by the Employer for such expense **upon** producing a proper receipt. This certificate **must** be presented to the Occupational Health Services Nurse **on return**.

Notwithstanding the foregoing the Hospital **may** require the employee to provide **proof** of disability, satisfactory to the Employer, at any time in order to **qualify** for benefits under HOODIP, not to **be** administered unreasonably. It is the responsibility of the employee to keep the **Hospital** informed of his or her **status** and regular **contact** must be **maintained**.

20:10

The Hospital reserves the right to obtain an opinion regarding an employee's ability or inability to work from a Specialist concerned and the employee agrees to submit to such examination on the understanding that the employee will not be liable to pay any fee for such examination. In the event of an employee refusing or failing to report for and submit to such examination without reasonable excuse, the employee's employment may be terminated forthwith

It is agreed that this opinion will be final, provided that within a period of not more than four (4) days following such examination the employer and/or the Union may make representation for the consideration of the Specialist concerned prior to the release of his or her opinion. It is also agreed that the report of the Specialist will be made available to the Union, on request, providing the "Specialist" agrees. The Employee Health Physician shall determine the appropriate speciality for which the Specialist shall be selected.

20:11

Doctor's Appointments - Employees will endeavour to schedule their Doctor's and Dentists' appointments outside working hours; however, if an employee is referred to a Specialist by a general practitioner or dentist the employee will be allowed reasonable time off with pay.

20:12

The Employer (at the Hospital) **and** the **Union** recognize the obligations of the **Employer** **and** the employees as **legislated** by the **Public Hospital's Act (Reg. 729 Section 61-71)**. It is the **Employer's** responsibility to notify **employees of** their obligations under the legislation and it is the responsibility to notify employees to comply with the requirements. In the event that **an** employee **does** not comply **with** the legislation within a reasonable time, **and** after reasonable notification, the employee may be subject to disciplinary action.

ARTICLE 21 - VACATIONS

Clauses 21:01 to 21:07 apply to FULL-TIME ONLY

21:01

Employees working for the Hospital in the twelve-month period **preceding** March 31st **shall** be entitled to vacation computed on the following basis according to the individual employee's length of **continuous** service:

- (a) Employees who have completed less than one (1) year of **continuous service** as of March 31st **shall** be entitled to **an** annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and **shall** be paid four percent (**4%**) of their **earnings** during the vacation year. Vacation pay **shall** be determined on the **basis** of the employee's gross **earnings** during the vacation year calculated **as of the** pay period immediately preceding March 31st.



- (b) Effective April 1, 1991, an employee with more than one (1) year of continuous service but less than five (5) years of continuous service as of March 31st of any year shall be entitled to an annual vacation of three (3) weeks with pay at his or her regular straight time hourly rate.
- (c) Effective April 1, 1991, an employee with more than five (5) year of continuous service but less than fifteen (15) years of continuous service as of March 31st of any year shall be entitled to an annual vacation of four (4) weeks with pay at his or her regular straight time hourly rate.
- (d) Effective April 1, 1991, an employee with more than fifteen (15) year of continuous service but less than twenty-five (25) years of continuous service as of March 31st of any year shall be entitled to an annual vacation of five (5) weeks with pay at his or her regular straight time hourly rate.
- (e) Effective April 1, 1991, an employee with more than twenty-five (25) years of continuous service as of March 31st of any year shall be entitled to an annual vacation of six (6) weeks with pay at his or her regular straight time hourly rate.



21:02

The **time** of vacation for **each** employee **each year** will be mutually arranged between the employees and the Employer provided, however, that **if** there is a **dispute** over a **respective** vacation date **between** employees, seniority of an employee **shall** be the governing factor. In addition, **should** the **parties** be unable to mutually **agree** upon the time, the **decision** will be that of the Employer. An employee shall be entitled to receive his or her vacation in an unbroken **period**, unless **otherwise** mutually **agreed** upon between the employee and the Employer.

21:03

An employee's vacation pay entitlement shall be proportionately reduced for absences due to **unpaid** illness (including WSIB), leaves of absence, layoff or other **unpaid** periods (except leaves for **Union** Business), which absence **exceeds** sixty (60) cumulative days during the period of qualifying the employees for vacation.

21:04

An employee who leaves the employ of the Employer for any reason, **shall be paid** the **vacation** allowance due to **him** or her at the time of **his** or her termination as **provided** herein.

21:05

Vacations **shall** not be cumulative from year to year.

21:06

If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Hospital will pay the employee, prior to the employee proceeding on vacation, the pay to which he or she is entitled to receive on the paydays occurring during the employee's vacation period.

21:07

Where an employee's scheduled vacation is interrupted due to a certified illness the period of such illness shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits. The employee will be responsible for notifying the Department Leader of such illness prior to their start vacation date unless such notice is impossible to give.

Clauses 21:08 to 21:10 apply to PART-TIME ONLY

21:08

(a) Employees who have less than one (1) year of continuous service as of March 31, in any year shall receive vacation pay of 4% of earnings.

- (b) Effective **April 1, 1991**, an employee who has **more** than one (1) year of **continuous service** and less than **five (5) years of continuous service as of March 31**, of any calendar year shall be entitled to receive **vacation pay of 6% of earnings**.
- (c) Effective **April 1, 1991**, an employee who has more than five (5) years of **continuous service** but less than fifteen (15) years of **continuous service as of March 31** of any calendar year shall be entitled to receive vacation pay of **8% of earnings**.
- (d) Effective **April 1, 1991**, an employee who has more than **fifteen (15) years of continuous service** but less than **twenty five (25) years of continuous service as of March 31** of any calendar year shall be entitled to receive vacation pay of **10% of earnings**.
- (e) Effective **April 1, 1991**, an employee who has more than **twenty five (25) years of continuous service as of March 31**, of any calendar year shall be entitled to receive vacation pay of **12% of earnings**.

21:09

Payment of vacation will be included in the normal bi-weekly payroll cheques for employees and calculated on the basis of wages **earned** during the pay period to which the payroll cheque is related, subject to the Employer being able to continue such practise.

21:10

Part-time employees shall be entitled to an unscheduled period of unpaid time deemed to be vacation as follows:

<u>Year(s) of Service</u>	<u>Allotment</u>
1 year	3 weeks
5 years	4 weeks
15 years	5 weeks
25 years	6 weeks

ARTICLE 22 - LEAVES OF ABSENCE

22:01

All requests for leave; of absence **must** be presented in writing by the employee on forms **supplied** by the Employer and **submitted** to the designated Coordinator for consideration. In the event any such leave **of** absence is not used for the purpose granted, the employee **is** subject to dismissal.

22:02 **Bereavement Leave**

In the **case** of death in the "immediate family" covered by this Agreement, such employee will be protected against a loss of regular **pay** for scheduled work up to a maximum of **three (3)** working days **following** but not including the date of death. The term "immediate family" means parent, step-parent, **spouse**, child, step-child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law **and** grandparent-in-law. It is understood that the bereavement leave **must** be taken within five (5) days following date of death.



22:03 Personal Leave

The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of sixty (60) days.

22:04

Allow employees to receive one (1) personal day unpaid per month, not to be construed as sick time or absent. Personal days are to be selected by the employee and the Employer by mutual agreement.

22:05 Union Leave

Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of sixty (60) days provided such leave does not interfere with the continuous of efficient operation of the Hospital. Such leave shall be subject to the following conditions:

- 1
- (a) Not **more than** three (3) employees of the Hospital are **absent on** any **such** leave at the same time, **and** not **more than one** (1) employee from **a department**;
 - (b) **No** one **such** leave of absence shall extend beyond two (2) weeks;
 - (c) A request **must** be made in writing at least **two** (2) weeks prior to the commencement of the function for which leave **is** requested;
 - (d) Such requests **shall** state the general nature of the function to **be** attended.
 - (e) The employer agrees to **pay** the employee when away on Union leave **and** bill the Union for the employee's wages.
 - (f) **An** employee who is elected or appointed to **office** in the Union, **upon** request, shall be granted a leave of **absence** without loss of seniority for **up** to two (2) years.

During such leaves of absence, *salary* and *benefits* shall be kept whole by the Hospital and the Union agrees to reimburse the Hospital for such *salary* and the Hospital's contribution to said benefit.

The employee agrees to notify the Hospital of the employee's intention to return to work within two (2) weeks following the termination of office for which the leave was granted. An employee on leave of absence under this provision shall continue to accrue all rights and privileges under this Agreement.

It is understood that the intent of this Article is that it shall apply only to one employee at a time, and that the Union shall provide adequate notice prior to an employee commencing a Union leave of absence.

22:06 Jury and Witness Duty

If an employee is required to serve as a juror in any court of Law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) Notifies the Hospital immediately on an employee's notification that he or she will be required to attend a 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.

22:07 Education Leave

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

FULL-TIME ONLY

(b) If **required** by the Employer, an employee **shall be entitled** to leave of absence with **pay and** without loss of **seniority** and benefits to write examinations to upgrade **his or her** employment **qualification**

22:08 FULL TIME ONLY

Effect of Leave of Absence - In the event of an employee's absence without **pay** from the Hospital **exceeding sixty (60)** continuous calendar days, the employee **will** not accumulate **seniority or** service for my **purpose** under the Collective Agreement for the duration of such **absence**.

The benefits concerned shall be appropriately reduced **on a** pro-rata **basis** and the employee's anniversary date adjusted accordingly. **During such** absence the employee will be responsible for full payment of all **subsidized** employee benefits **in** which the employee is participating

The employee **may** arrange with the Hospital to **pre-pay** to the Hospital the **full premium** of **such subsidized** employee **benefits** for the entire **period** of the leave to ensure the employee's continued coverage.

Notwithstanding the above, **where an** employee is on sick leave or **receiving** W.S.I.B. Benefits or has **qualified** for W.S.I.B. Benefits **and** is awaiting payment, **seniority** for all **purposes shall** continue for a **maximum** of eighteen (18) **months**.

Note: The Pregnancy and **Parental** Leave clauses in this Agreement have specific references regarding the effect of absence, **which** take precedence over the above provisions.

22:09 FULL TIME ONLY

Notwithstanding anything **else contained** in this Agreement, the Hospital will continue the benefits as herein **provided** relating to sick leave, vacation **and** health **and** welfare program, while an employee is either,

- (a) On sick leave, **until** the accumulated sick leave credits in the sick leave **bank** have **been** paid in **full** or for **six** months, whichever is greater;
- (b) Receiving W.S.I.B. Benefits for a **period** of **six (6)** months. It is understood an employee **must** apply for OHP temporary assistance **and** if not granted, the Employer **shall** assume the responsibility of payment.

It is further understood that the employee will pay the Hospital the employee's share cost in accordance with the Collective Agreement

22:10 PART TIME ONLY

Leave of absence, without pay, may be granted to two (2) employees at the Hospital during a year to attend Union conventions or seminars, provided one (1) month's written notice is given to the Employer, and provided such leave of absence shall not exceed thirty (30) days for either employee in the year. The Employer agrees to pay the employee when away on Union leave and bill the Union for the employee's wages.

ARTICLE 23 - PREGNANCY AND PARENTAL LEAVE

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standard 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 Employees 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 Employment Insurance Commission of the appropriateness of the Hospital's Supplemental 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 Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee eighty-four (84%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

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

(f) **FULL-TIME ONLY**

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 seventeen (17) weeks while the employee is on pregnancy leave providing the employee pays her share prior to the commencement of the 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.

(h) PART TIME ONLY

The Hospital will continue to pay its **share** of the **contributions of the pension plan in which the employee is participating**, for a **period of up to** seventeen (17) weeks while the employee is on pregnancy leave.

The Hospital will also continue to pay the percentage in lieu of benefits **and will register these benefits as part** of the: Supplemental Employment **Insurance Plan** with the Employment **Insurance** Commission.

Parental Leave

(a) Parental leave **will** be granted in accordance **with** the provisions of the Employment Standards Act, **except** when: **amended in** this provision. The service **required** for eligibility for parental leave **shall** be **thirteen (13) weeks** of continuous service.

(b) **An** employee, **who qualifies** for parental leave, other **than an adaptive parent**, shall give written notification **at least** two (2) **weeks in** advance of the date of the commencement of such leave and the expected date of return.

(c) **An employee who is an adoptive parent** shall advise the Hospital as far in **advance** as possible of having qualified to **adopt** a child, and shall request the leave of **absence**, in **writing upon** receipt of confirmation of the **pending** adoption. If, because of late receipt of confirmation of **pending** adoption, the employee **finds** it impossible to request the leave of absence in **writing** the request may be made verbally and subsequently verified in writing.

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 up to a **maximum** aggregate of **six, (6)** months. Written **notice** by the employee for such extension will be given at **least** two (2) weeks prior to the termination of the initially approved leave.

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

(e) Any employee **who** is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment **Insurance** parental Benefits pursuant to Section 20 of the Employment **Insurance Act**, shall be **paid** a supplemental employment benefit.

The benefit **will be** equivalent to the difference between eighty-four (84%) of her **regular** weekly earnings **and** the sum of her weekly Employment Insurance benefits and **any** other earnings. Such payment **shall** commence following completion of the **two-week** Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance **parental** benefits, and **shall** continue while the employee is in receipt of such **benefits** for a **maximum period** of ten (10) weeks. The **employee's** regular **weekly earnings** shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours **plus** any wage increase or **salary** increment **that** she **would be** entitled to if she were not on parental leave.

The Hospital **will** pay the employee eighty-four percent (84%) of her normal **weekly earnings** during the first **two (2) week** period of the leave while **waiting** to receive Employment Insurance Benefits.

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

(g) FULL-TIME ONLY

The Hospital will continue to **pay** its share of the **contributions** 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** 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.

(i) PART TIME ONLY

The Hospital will continue to **pay** its share of the contributions of the pension plan in which the employee is **participating**, for a **period** of up to eighteen **(18) weeks** while the employee is on parental leave.

The Hospital will also continue to pay the percentage in lieu of benefits for a **period** of up to ten (10) **weeks**, while the employee is on parental leave. The Hospital will register these benefits **as part** of the Supplemental Employment Insurance **Plan** with the Employment **Insurance Commission**

ARTICLE 24 - UNIFORMS

24:01

The employer will provide a maximum of two (2) sets of uniforms per year for use by employees who are required to wear a uniform.

ARTICLE 25 - SHIFT PREMIUM

25.01

Employees shall be paid a shift premium of forty-five (45) Cents per hour for all hours worked on an afternoon or night shift where 50% of hours worked fall between 1500 hours one day and 0700 hours the following day,

25.02

The Employees shall be paid a weekend premium of forty-five cents (45) for each hour worked between 2300 hours Friday and 2300 hours Sunday.

25.03

Premium payments under any of the terms of these agreements shall not be duplicated or pyramided for the same hours worked.

25:04 PART-TIME ONLY

Shift premiums shall not be included in any calculation of overtime or vacation pay.

ARTICLE 26.-HEALTH AND WELFARE
Entire Article applies to FULL-TIME ONLY

26:01

The Employer will contribute one hundred percent (100%) of the monthly premium of the Ontario Health Insurance Plan (OHIP) (standard ward coverage) for each employee who is required to pay such premium by the regulations of the Plan and who is in receipt of wages or sick leave pay. The Employer shall be entitled to any premium which has been paid to OHIP in error.

26:02 **SEMI-PRIVATE**

Subject to meeting appropriate enrolment requirements, the Hospital agrees to pay 100% of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Hospital eligible for coverage.

26:03 **EXTENDED HEALTH CARE/DRUG PLAN**

The Employer will contribute seventy-five percent (75%) of the billed premium toward coverage of eligible participating employees under the existing coverage of eligible participating employees under the existing Extended Health Care plan (Blue Cross or equivalent) \$10/\$20 deductible, providing the balance of monthly premium are paid by the employee through payroll deductions.

In addition to the standard benefits, coverage will include hearing aid (maximum \$400/person) and vision care (maximum \$100 every 18 months). The limit on private duty nursing is ninety (90) lifetime shifts of seven and one-half (7½) hours each.

The Employer shall continue seventy-five percent (75%) of the billed premiums toward coverage of eligible participating employees under the Dental Plan (Blue Cross #9, current ODA Schedule, or its equivalent) in the active employment of the Hospital and such employees shall pay the remaining premium through payroll deduction.

26:06
The Employer may at any time substitute another insurance carrier for any plan (other than OHIP) provided the benefits conferred, thereby, are not in total decreased. Before making a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees.

Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programmes contracted for and in effect for employees covered herein.

26:07

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefit premiums up to thirty (30) calendar days from the date on which the layoff occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programmes, 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 layoff occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of her or her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

26:08

Employees shall enrol in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the Plan

ARTICLE 27 - BREAKAGE

27:01

Employees are not to be held liable for accidental breakage of dishes, thermometers and other equipment during the course of their employment, except that those who are habitual offenders in this respect may be charged a reasonable amount, as determined by the Employer, for breakage due to carelessness or negligence.

ARTICLE 28 - DRESSING ROOM AND LOCKER FACILITIES

28:01

Where possible, the Employer shall provide dressing rooms and locker facilities for the employees' convenience, but shall assume no liability for any loss or damage resulting from the use thereof.

ARTICLE 29 - BULLETIN BOARD

29:01

The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

30:06

Any representative appointed or ~~selected~~ in accordance with 30:02 herein shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. ~~Time:off~~ for such representative(s) to attend meetings of the Accident Prevention- Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such ~~meetings~~ during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance

30:07

The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

30:08 Safety Shoes

The Employer will provide a sixty- five dollar (\$65.00) per year allowance to each employee who is required by the Employer to wear safety footwear during the course of his or her duties. Payment is to be made on April 1 of each year.

30:09 Technological Change

The Hospital agrees to notify the Union, in advance so far as is practicable, of its intention to introduce technological changes which the Hospital had 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 minimising** the adverse effects, if any, upon present employees.

ARTICLE 31 - CALL-IN PAY

Entire Article applies to FULL-TIME ONLY

31:01

An employee who is required to **remain** available for **duty** on **standby outside** the working hours for that particular employee shall receive *standby* pay in the amount of two dollars (\$2.00) **per** hour for all hours on standby. When an employee is **called into work**, the standby allowance **per shift** shall remain payable.

31:02

(a) Where employees are **called** back to **work** after having completed a regular shift and **prior** to the commencement of their next regular shift, they shall receive **a minimum of four (4) hours pay** at the rate of time **and** one-half (1/2) their regular hourly **earnings**. Where **call** back is immediately prior to the commencement of a regular shift at the rate of time and one-half **after** which they shall revert back to the regular shift.

(b) Call back pay shall cover all calls ~~within~~ the minimum of four (4) hour period ~~provided~~ for under (a). If a second call ~~takes place~~ after four (4) hours ~~have~~ elapsed from the time of the ~~first~~ call, it ~~shall be subject to a~~ second call back premium, but in no ~~case shall~~ an employee collect two (2) call back premiums with one such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his or her regular shift, (a) shall apply

(c) Notwithstanding the foregoing an employee who has worked his; or her full *shift* on a holiday and is called back shall receive the greater of two and one-half (2%) times his or her regular straight time hourly rate for all hours actually worked on such call back, or four (4) hours pay at time and one-half (1%) times his or her straight time hourly rate ~~subject~~ to the other provisions set out above.

ARTICLE 32 - CLEARING OF EMPLOYEE FILE

32:01

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

ARTICLE 33 - PERCENTAGE IN LIEU OF FRINGE BENEFITS

Entire Article applies to **PART-TIME ONLY**

33:01

In lieu of **health** and welfare **benefits and** income protection the Employer **agrees** to pay to employees a benefit **allowance** of twelve percent (12%) of the **straight** time **hourly** rate of pay for each hour of **work**

33:02

This **allowance** shall not be included in any calculation of overtime or vacation pay.

ARTICLE 34 - WAGE SCHEDULE

34:01

Attached hereto and forming part of this Agreement is Schedule "**A**" **setting** forth various job classifications, minimum **and** maximum rates of **pay** to be in effect **during** the **period** covered by **this Agreement**.

34:02

A job classification will not be changed for the purpose of avoiding payments of the minimum rate set out in the **said** Schedule "**A**".

34:03 FULL-TIME ONLY

The amount shown under the heading "Start", "Year" and "2 Year" in the said Schedule "A" sets forth the hourly wage payable to employees commencing work in the bargaining unit, the hourly wage payable after attaining one (1) year seniority in the bargaining unit, and the hourly wage payable after attaining two (2) years seniority in the bargaining unit, respectively.

34:04

The Employer agrees that wages shall be paid on a regular pay-day, being every second Thursday, but when interfered with by the occurrence of a Paid Holiday, employees will be paid on the previous day. The method of payment will be by deposit to the employee's bank account, except when the Employer shall declare that all employees will be paid by cheque.

34:05 Definition of Straight Time Rate of Pay - For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates of this Collective Agreement.

34:06 New Classification - In the event a new position within the scope of the Bargaining Unit is established, the Employer shall set an interim rate therefore, and so notify the Union.

The Parties shall ~~then meet~~ and endeavour to agree upon the rate within a period of thirty (30) calendar days after such notification. Such rate shall be set in an amount which, having regard to job content, bears appropriate relationship to the other rates in the wage schedule. Should the Parties be unable to agree upon such ranges within the foregoing thirty (30) calendar day period, the ~~matter~~ may, within a further period of thirty (30) calendar days thereafter, be referred by either Party to Arbitration for final determination, in accordance with the Arbitration provisions of this Agreement.

34:07 Retroactivity

The wage increase shall be effective as and ~~from~~ the date specifically listed on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration ~~from~~ the date of their employment. The Hospital shall be responsible to ~~contact~~, in writing (with a copy to the Union) at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employees who have since ceased to be employees shall have notice ~~from~~ the Hospital in which to claim from the Hospital any adjustment to their remuneration entitlement. The retroactive payments shall be made by separate cheques to the employees sixty (60) days from the date of ratification by both parties.

34:08

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 or she shall receive no less an increase in wage rate than the equivalent of one step of his or her previous classification (provided that he or she does not exceed the wage rate of the classification to which he or she has been promoted).

FULL-TIME ONLY

The employee's anniversary date will be adjusted for purpose of progression on the wage grid scale. Service dates for vacation entitlement remain unchanged

34:09 **IFART-TIME ONLY**

The amount shown under the headings "Start" 1650 hours" and "3300 hours" in the said Schedule "A" sets forth the hourly wage payable to employees commencing work, the hourly wage payable after completing 1650 hours of work, and the hourly wage payable after completing 3300 hours of work, respectively. The wage rates set forth in Schedule "A" shall be effective as of the dates therein set forth.

ARTICLE 35- DURATION OF AGREEMENT

35:01

This Agreement shall remain in effect until and including March 31, 2000, and shall be automatically renewed from year to year thereafter unless either Party notifies the other Party in writing of its desire to amend or terminate this Collective Agreement.

DATED AND EXECUTED AT London, Ontario as of
the day of 1999.

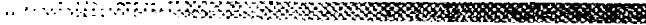
SIGNED, SEALED AND DELIVERED

FOR THE EMPLOYER

FOR THE UNION

Joe C. O'Brien

Peter Handberg
Brian Jones
Andrew Griffiths
d. Campbell
M. H. H. A.
Andrew McFarlane
J. D. Smith



Classification	Effective	Start	1 Year	2Year
O.T. Assistant	April 1, '96	\$15.69	\$15.70	\$15.75
CSD Aide	April 1, '96	\$19.92	\$19.97	\$20.04
Senior CSD Aide (RPN)	April 1, '96	\$20.59	\$20.65	\$20.72
Groundskeeper, Maintenance Mechanic	April 1, '96	\$17.35	\$17.46	
Senior Pharmacy Assistant	April 1, '96	\$17.63	\$17.69	\$17.75
Certified Painter	April 1, '96	\$18.22	\$18.27	\$18.33
Inventory Control Co-Ordinator	April 1, '96	\$18.52	\$18.57	\$18.62
Certified Carpenter	April 1, '96	\$18.89	\$18.95	\$19.00
	Sept. 21, '98			\$19.11
	April 1, '99			\$19.47
			\$19.97	\$20.04
Building Equipment Operator, Certified Cook				

.....

SCHEDULE "A"

Classification	Effective	Start	1 Year	2 Year
Cook II, Hairdresser	April 1, '96	\$14.81	\$14.88	\$14.94
Housekeeper, Porter, Press	April 1, '96	\$14.83	\$14.91	\$14.96
Operator/Sewer	April 1, '99			\$15.03
Dietary Aide, Dietary Porter, Laundry	April 1, '96	\$15.07	\$15.14	\$15.20
Worker, Washer I, Cook I	April 1, '96			\$15.20
Storekeeper, Driver/Courier,	April 1, '96	\$15.14	\$15.20	\$15.27
Dietary Storekeeper	April 1, '99			\$15.33
Helper	April 1, '96	\$15.28	\$15.33	\$15.40
Personal Care Assistant	April 1, '96	\$15.49	\$15.69	\$15.69
Rehab Aide (Generalist)	April 1, '96			\$15.69
Physiotherapy Assistant	April 1, '96	\$15.69	\$15.69	\$15.69
Cleaner	April 1, '96	\$15.69	\$15.69	\$15.69
Senior Storekeeper	April 1, '96	\$15.69	\$15.69	\$15.69
Pharmacy Assistant	April 1, '96	\$15.69	\$15.69	\$15.74
	Sept. 21, '98			\$16.48
	April 1, '99			\$16.64

