

SOURCE	Hospital		
EFF.	91	07	29
TERM.	93	07	26
No. OF EMPLOYEES	77		
NOMBRE D'EMPLOYÉS	77		

COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

between

**McKellar General Hospital
(hereinafter called the "Hospital")**

and

**CUPE LOCAL 1409
(hereinafter call the "Union")**

September 29, 1991 to September 28, 1993

ENTERED

05/14/05

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ARTICLE 1 - PREAMBLE

1.01 - Preamble

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

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

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 - Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to W.C.B. disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

2.02 - Part-Time Commitment

[The following clause is applicable to part-time employees only]

The Hospital shall not refuse to accept an offer from an employee to make a

written commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

2.03: 2.04 - Regular Part-Time Employee; Casual Employee

Any definition of a regular part-time employee or of a casual employee that existed in the hospital's expiring collective agreement will be continued as the concluding sub-section(s) of this Article.

"Regular Part-time Employee" is defined as an employee who **has** made a commitment to work on a predetermined schedule of not less than one (1) and not more than four (4) tours per week and who has completed her probationary period.

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

The Hospital will provide each employee with a **T-4** supplementary **slip** showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's

payroll system.

5.02 - Notification to Union

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

5.03 - Employee interview

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

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

5.04 - No Other Agreements

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

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

6.02 - Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management

Committee Meeting during the term of this Agreement, the following shall apply.

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

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

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

It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

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

6.03 - Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 - Central Bargaining Committee
Union Central Bargaining Committee Leave

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

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

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

6.05 - Union Stewards

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

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

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

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

the above duties during his regular scheduled working hours.

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

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

6.06 - Grievance Committee

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

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

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01** For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the

attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

Step No. 3

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

- 7.04** A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee

could himself institute and the regular grievance procedure shall not be thereby bypassed.

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

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim **by** an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

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

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

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

to Arbitration Board shall appropriately apply.

ARTICLE 8 ACCESS TO FILES

8.01 - Access to Personnel File

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

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 - Definition of Seniority

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

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article.

9.03 - Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinsrated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

9.04 Effect of Absence

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

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the

Hospital will continue to pay its share of the premiums up to eighteen **(18)** months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen **(15)** weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity or adoption leave or for a period of eighteen **(18)** months if an employee's absence is due to a disability resulting in W.C.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.05 - Job Posting

Where a permanent vacancy occurs in a classification within the bargaining unit **or** a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

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

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

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

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units **at** the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be

returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

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

The notice shall contain the position title, the qualifications required, and the wage range, and a copy of such notice will be forwarded to the Union. Employees will be allowed to make written application through the Personnel Office during that period for the position.

The Employer, in its opinion, shall decide if a vacancy is to be filled and by what means and shall not be required to fill all vacancies.

(This clause applies to regular full-time and part-time employees only.) The Employer and the Union agree that in the cases of demotions the following factors shall be considered:

- (a) Current: skill, ability, experience, knowledge, training and physical fitness;
- (b) Length of continuous service

However, having regard to the fact that the employees are assisting in the operation of a hospital, the Union agrees that the qualifications in factor (a) must govern, and only where such qualifications of the employees involved are relatively equal, will factor (b) govern. The Employer shall be the judge of the qualifications in factor (a), provided however, the Employer does not exercise its discretion in an arbitrary, capricious or discriminatory manner.

9.06 - Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to the effective date as set out in the Local Provisions Appendix.

- (a) **It is** understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in **the** case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) **An** employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the

employee is returned by the Hospital to a position in the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.

- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

Note: Employees outside the bargaining unit as of (the effective date as set out in the Local Provisions Appendix) will be credited with whatever seniority they held under the collective agreement expiring September 28, 1984 should they be returned to the bargaining unit subsequent to August 21, 1985.

9.07 - Transfer of Seniority and Service

Effective August 21, 1985 and for employees who transfer subsequent to August 21, 1985:

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

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1725 hours worked.

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

9.08 - Notice and Redeployment Committee

- (a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the **Hospital** shall:

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

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

(b) Redeployment Committee

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed **layoff(s)** or elimination of **position(s)**, including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out **by** the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) within another **CUPE** bargaining unit; or
 - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate **such** training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid

off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.

- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

of Directors.

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

9.09 - Layoff and Recall

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

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit **if** the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

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

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

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

An employee who is subject to layoff other than a layoff of a permanent or

long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a **job** posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

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

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

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the **loss** of seniority provision, or have been found unable to perform the **work** available.

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

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

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

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article **9.08**.

9.10 - Benefits on Layoff

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

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

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

Article 9.11 - Retraining

(a) Retraining for Positions within the Hospital

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

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities **is** exhausted. Opportunities to fill vacancies outside of **CUPE** bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate **so** that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may **by** mutual agreement be waived. The Redeployment Committee **will** seek the assistance of the Hospital Training and Adjustment Panel (**HTAP**) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to

undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.

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

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in **9.11(a)(i)**.

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

(c) Regional Redeployment Committee

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

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

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

Article 9.12 - Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two **(2)** weeks' salary for each year of continuous service to a **maximum** of twelve **(12)** weeks' pay, and, on production of receipts from an approved

educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

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

Article 9.13 - Portability of Service

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

9.14 - Technological Change

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

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

Where new or greater **skills** are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer **will** assume the cost of tuition and travel. There shall be no reduction in wage

or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

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

ARTICLE 10 - CONTRACTING OUT

10.01 - Contracting Out

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of **any** employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

10.02 - Contracting In

Further to Article 9.08(b)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 - Work of the Bargaining Unit

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

11.02 - Volunteers

The use of volunteers to perform bargaining unit **work**, as covered **by** this

agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

Effective October 1, 1990, on the first day of the month following the date of this award, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - Personal Leave

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

12.02 - Union Business

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

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

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfil the duties of the

position shall be in addition to leave for Union Business under this clause.

12.03(a) Full-Time Position with the Union

(This clause is applicable to full-time employees only)

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

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

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

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

12.03(b) Full-Time Position with the Union

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

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

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

The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the

appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

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

12.03(c) - Leave for OCHU President

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

There shall be no **loss** of service or seniority during such leave of absence and the employee shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

12.04 - Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive calendar days off without **loss** of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. **For** the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of

the same sex.

12.05(a) - Jury & Witness Duty

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

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

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

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

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

12.05(b) - Jury & Witness Duty

(This clause is applicable to Part-time employees only)

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

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

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

12.06(a) - Pregnancy Leave

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

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

constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

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

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

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

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

12.06(b) - Pregnancy Leave

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

- (a) Pregnancy leave will **be** granted in accordance with the provisions of the **Employment Standards Act 1974**, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen **(13)** weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance **of** the date of commencement of such leave and the expected date of return. **At** such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

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

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or

severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Unemployment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred

had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07(a) - Parental Leave

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

- (a) Parental leaves will be granted in accordance with the provisions of the **Employment Standards Act**, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

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

or her weekly Unemployment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stub will serve as proof that the employee *is* in receipt of unemployment parental benefits.

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

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

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

- (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) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen **(18)** weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to

her former duties, on the same shift in the same department, and at the same rate of pay.

12.07(b) - Parental Leave

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

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

- (b) **An** employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) **For** the purposes of this article, parent shall be defined to include a person with whom a child **is** placed for adoption and a person who **is** in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

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

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

In addition to the foregoing the Hospital shall pay the employee ninety-three

percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen **(18)** weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten **(10)** weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to **her** former duties, on the same shift in the same department, and at the same rate of pay.

12.08 - Education Leave

If **required by** the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications. Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

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

12.09 - Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four **(4)** years'

salary over a five (5) year period, in accordance with Part LXVIII of the **Income Tax** Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's **gross** annual earnings will be deducted and held for the employee and **will not** be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) **The** manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) **All** deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the **employee**.
- (h) **All** benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for **any** health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) **An** employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the

employee within a reasonable period of time.

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

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

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 - HOODIP

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

- a) The Hospital will assume total responsibility for providing and funding a short-term **sick** leave plan equivalent to that described in the **1984**

Hospitals of Ontario Disability Income Plan Brochure.

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

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
 - (1) supplement payment for lost straight time wages on sick leave **days** under the new program 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 the Collective Agreement, pay-out on termination **of** employment shall **be** that portion of any unused sick leave days 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 existing sick leave credits **as** of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing **and** he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
 - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that **is** recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' compensation

Act, the Hospital, on application from the employee will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- e) The Hospital further agrees to pay employees an amount equal to any **loss** of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- (g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.

13.02 Injury Pay

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

13.03 - Payment Pending Determination of WCB Claims (FT)

An employee who *is* absent from work as a result of an illness or injury sustained at **work** and who has been awaiting approval of claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim **was** approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If

the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

The standard work day for all regular full-time employees shall be seven and one-half hours exclusive of one-half hour unpaid meal break, and the standard work week for all regular full-time employees shall be thirty-seven and one-half hours. The meal period shall be an uninterrupted period except in cases of emergency.

14.02(a) - Rest Periods

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

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

14.02(b) - Rest Periods (PT)

(This clause is applicable to Part-time employees only)

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

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

Time worked (if requested and authorized by the Employer) in excess of seven and one-half (7 1/2) hours in a day, or an average of thirty-seven and one-half hours in a scheduled period of not more than seven (7) weeks, will be counted as overtime work provided, however, that time (not exceeding one-quarter hour per day) necessary to finish assigned work on an irregular basis shall be deemed a "tag-end" and shall not be counted as overtime. If such "tag-end" time exceeds one-quarter hour, payment at time and one-half shall be made for the entire period in excess of seven and one-half hours.

15.03 - Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1 1/2) the employee's straight-time hourly rate." (Note: this clause is subject to the application of superior conditions)

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

15.04 - Time Off in Lieu of Overtime

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

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

15.05 - Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 1/2) hours per day will receive a pro-rated amount of reporting pay.

15.06 - Call-Back

When an employee not on stand-by who has left the Hospital following completion of her regular tour, is requested by the employer to return to the Hospital to perform emergency duties during a period not immediately preceding her next scheduled tour, she shall be paid a minimum salary equivalent to four **(4)** hours at one and one-half ($1\frac{1}{2}$) the regular straight time hourly rate of pay plus any necessary travelling expenses if such work is performed between midnight and 7:00 a.m. or mileage allowance as specified in clause **M.01**.

15.07 - Standby

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

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

15.08 - Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period **in excess** of one-half ($1/2$) of a shift, he **shall** be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

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

15.09 - Shift and Weekend Premium

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

ARTICLE 16 - HOLIDAYS

16.01 - Number of Holidays

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

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

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

16.02 - Definition of Holiday Pay and Qualifiers

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

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

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

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

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

16.03(a) - Payment for Working on a Holiday

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

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in

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

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

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

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

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

16.04 - Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice (2x1 his regular straight time hourly rate for such authorized overtime.

ARTICLE 17 - VACATIONS

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

Effective September 29, 1989, and subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior conditions, vacation entitlement shall be as follows:

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

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

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

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

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

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

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

Progression on Vacation Schedule (Part-Time)

Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the vacation scale under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

17.02 - Work During Vacation

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

17.03 - Illness During Vacation

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

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

Where an employee's scheduled vacation is interrupted due to a serious illness

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

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

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

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

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

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

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

18.02 Change of Carrier

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

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

18.03(a) - Pension

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

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

Article 18.03(b) Retirement Allowance

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

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

18.04 - Benefits for Part-Time Employees

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

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

ARTICLE 19 - HEALTH & SAFETY

19.01 - Protective Footwear

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

Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide **\$35** per calendar year to each full-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties.

The Hospital will require employees performing the following functions to wear appropriate safety footwear:

- 1)** Maintenance
- 2)** Grounds
- 3)** Ambulance
- 4)** Stores (only where frequently working in storage areas)
- 5)** **Portering** (as determined by the Hospital) heavy carts on a regular basis, e.g. linen carts, food wagons.

ARTICLE 20 - COMPENSATION

20.01 - Job Classification

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request **will** be made within ten (**10**) days after the receipt of notice **from** the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (**15**) days *of* such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall **be** based on the relationship established by comparison with the rates **for** other classifications in the bargaining unit having regard to the requirements of such **classification**.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the **matter may** be referred to arbitration as provided in the agreement within fifteen (**15**) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison **with** the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

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

20.02 - Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification **so** that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

20.03 - Progression on the Wage Grid

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

Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

ARTICLE 21 - DURATION

21.01 - Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 1993. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

21.02 - Central Bargaining

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party **of its** desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the **termination** date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five days prior to the termination date of this Agreement.

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

Dated at 7 Bay, Ontario, this 14 day of November 1994.

FOR THE LOCAL UNION

Ed Williams
L. Lepak

FOR THE HOSPITAL

Bob
R. Smyk

LOCAL ISSUES

Between:

MCKELLAR GENERAL HOSPITAL

and

CUPE LOCAL 1409

September 29, 1991 to September 28, 1993

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APPENDIX OF LOCAL ISSUES

Between:

McKELLAR GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

OF THE FIRST PART,

and

McKELLAR GENERAL HOSPITAL
EMPLOYEES' LOCAL UNION 1409 OF THE CANADIAN UNION OF PUBLIC
EMPLOYEES
(hereinafter referred to as the "Union")

OF THE SECOND PART.

ARTICLE A - RECOGNITION

A. 01 Bargaining Union

The Employer recognizes the Union as the exclusive bargaining agent of all employees of McKellar General Hospital at Thunder Bay, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical staff, supervisors and persons above the rank of supervisor, persons covered by subsisting Collective Agreements between McKellar General Hospital and the International Union of Operating Engineers, Local 865, McKellar General Hospital and Office and Professional Employees International Union, Local 96, and McKellar General Hospital and Service Employees' International Union.

ARTICLE B - DEFINITIONS

B.01 "Employee" shall include only such persons coming within the scope of the bargaining unit described in Article A who have completed their probationary period.

B.02 "Registered Nursing Assistant" is defined as a person who is registered as a Nursing Assistant by the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974, S.O. Chapter 47 and any amendments thereto. A Registered Nursing Assistant is required to present a current registration certificate to the Vice President - Patient Services of McKellar General Hospital by February 15th of each year. Failure to comply will result in her removal to the status and salary of a Non-registered Nursing Assistant.

B.03 "Tour" is synonymous with the word "shift".

B.04 "Steward" is an employee elected (or appointed to fill a vacancy temporarily) by the Union members and duly accredited in writing to represent an employee or employees in presenting a grievance to the Employer.

B.05 "Chief Executive Officer" shall mean the chief Executive Officer at McKellar General Hospital.

B.06 "Non-Registered Nursing Assistant" is defined as a nursing assistant who is a graduate of a programme acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses or is completing registration requirements.

B.07 "Operating Room Technician" is defined as a Registered Nursing Assistant who has successfully completed a course of

Operating Room Techniques recognized by the Vice President - Patient Services of McKellar General Hospital and is employed in the main Operating Theatre, or Ambulatory Care Department or Sterile Processing Department.

B.08 "Hospital" shall mean McKellar General Hospital.

ARTICLE C - RELATIONSHIP

C.01 All Employees to be Members

All employees of the Employer who come within the scope of the bargaining unit, as a condition of continued employment shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within forty-five (45) working days (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day).

C.02 Deductions

Deductions shall be made monthly and shall be forwarded to the Treasurer of the Local Union not later than the fifteenth of each month, accompanied by a list of names of all employees from whose wages the deductions have been made. The Union shall save the Employer harmless with respect to all dues or the equivalent thereof so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deductions.

C.03 Deduction of Union Dues

Subject to Section 43 (1) and (2) of the Labour Relations Act, Union dues will be deducted from each employee of the bargaining unit after the completion of 45 working days (or 337.5

hours of work for employees whose regular hours of work are other than the standard work day).

C.04 seniority List

In the month of January, the Employer will post and furnish the Union with a copy of a list of employees showing their seniority based on their length of service from the date of commencement of the last continuous period of employment and revised copies will be posted and supplied in the Month of February each year. No objection may be taken by the Union unless notice of objection is given by the Union to the Employer within one month after the Union has been furnished with the seniority list in which the item first appeared. No objection may be taken by any employee unless notice of objection is given by such employee to Employer within one month after the seniority list has been posted.

C.05 Copies of Agreement

On or before the commencement of her employment the Employer will give to each employee a copy of this Collective Agreement and the cost of printing same will be shared equally by the Union and the Hospital. All employees shall receive a copy of the current Collective Agreement.

ARTICLE D - HOSPITAL MANAGEMENT RIGHTS

D.01 The right to hire, retire, promote, classify, lay-off, recall, demote, transfer, discharge or discipline for just cause, to maintain order, discipline and efficiency, and to establish and enforce rules and regulations governing the conduct of the employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operation of the Hospital not specifically dealt with herein shall be reserved to the Employer

and be its exclusive responsibility.

ARTICLE E - STEWARDS AND UNION COMMITTEE

E.01 Union Committee

The Employer will recognize a Stewards Committee consisting of five (5) stewards preferably from different departments of the Hospital. Such stewards shall be elected by members of the Union and each steward representative shall be an employee of McKellar General Hospital who has completed forty-five days of continuous service and has acquired seniority status. One of the stewards shall be elected by the said employees as the Chief Steward who may be the principal spokesman for the said Union Committee. If a vacancy occurs in the position of steward, the Union may appoint an employee eligible for election to hold the office of steward until the next succeeding election of stewards.

E.02 Grievance Committee

The Employer will recognize a Grievance committee comprised of a maximum of 5 Union members. Such committee members will be made up from the executive Committee and the Steward Body.

E.03 Union Officers and Stewards

The Union will inform the Employer in writing of the names of its officers and stewards in December of each year and whenever there is a change of officers or stewards and the Employer will not be required to recognize the officers and stewards until it has been notified in writing by the Union of the names of the employees elected.

E.04 Local Negotiation Provision

A maximum of four (4) representatives of the Union may be selected or appointed by the Union (providing that this will

dismissal for cause or of termination during probationary period. The Employer may compulsorily retire an employee at the normal retirement age of sixty-five (65) years in accordance with the Hospitals of Ontario Pension and no grievance may be lodged in connection therewith.

G.02 Employees Who Are Handicapped or Beyond Normal Retirement Age

The Employer may at its sole discretion engage or retain in employment on a month-to month basis any employee who has become handicapped or who has passed the normal retirement age of sixty-five years at an occupation and at a salary which takes into consideration the ability and physical condition of the employee, to whom the provisions of this Agreement will not apply.

ARTICLE H - NOTICE

H.01 Any notice to any employee under this Agreement may be given personally (either directly or by telephone) or by telegraph or prepaid registered post addressed to the employee at his last address shown on the seniority list or on the payroll of the Employer and **such** notice shall **be deemed to have been** given when delivered to the telegraph or postal authorities.

ARTICLE I - SICK LEAVE

I.01 An employee will not be entitled to sick pay during a period of lay-off or of leave of absence without pay.

ARTICLE J - PART-TIME LISTS

J.01 The Employer will post and furnish the Union with a copy

of a list of part-time employees showing their date of commencement of their last continuous employment and revised copies will be posted and supplied to the Union in the month of January in each year.

ARTICLE K - PAY DAY

K.01 The Employer agrees that wages will be paid bi-weekly and with classification and salary ranged in accordance with Schedule "A".

ARTICLE L - MISCELLANEOUS

L.01 Laundrying of Uniforms

The Employer will launder without charge the cotton uniforms of a standard pattern.

L.02 Annual Report

A copy of the Annual Report will be forwarded to the Union.

ARTICLE M - HOURS OF WORK AND WORKING CONDITIONS

M.01 Travelling Expenses

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

When an employee has been called-in accordance with Clause 15.06, and is required to travel to the Hospital or return to her home as a result of reporting to or off work between the hours of midnight and 7:00 a.m. using her own vehicle, she will receive a mileage allowance of \$0.30 per mile maximum \$12.00 **per** round trip.

M.02 Scheduling

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

(a) Two (2) consecutive days off will be scheduled. Schedules may be established to provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work except where scheduling under M.02 (c) necessitates. It is agreed that in order to facilitate such scheduling, it may be necessary to split days off.

(b) Tours of duty schedules and days off will be posted at least four (4) weeks in advance.

Requests for change in posted time schedules must be submitted in writing and co-signed by an employee in the same classification willing to exchange days off on tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Employer shall not result in overtime payment except in cases where the schedule is changed due to sickness or accident of the employee scheduled to work.

(c) Except with the consent of the employee, the Employer will schedule one weekend off in three, with consideration being given to four-day weekends. In the event of failure to give one weekend off in three, the employee shall be paid the rate of time and one-half **for the hours worked on such day or days,**

(d) An employee who normally rotates on all three (3) tours of duty shall not be scheduled to work more than two (2) consecutive weeks on evenings and/or night tour following which an equal number of weeks on day tour shall be scheduled.

(e) An employee requesting afternoon or night tour on a permanent basis may be granted such request when a vacancy exists. Employees who on the date of execution of this Agreement are employed on an afternoon or night tour on a permanent basis will not be required to rotate over three tours as a condition of continued employment.

M.03 Off Time Between Shifts

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

When an employee is required to change shifts, fifteen and one-half (15½) hours shall be allowed between shifts. If, however, an employee is required to report on a second shift less than fifteen and one-half (15½) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the fifteen and one-half hour time allowed for shift time has expired.

M.04 No regular full-time employee covered by this Agreement shall be required to punch a time clock.

M.05 Ambulance Escort:

Where a Registered Nursing Assistant is assigned to provide patient care for a patient in transit, the following provisions shall apply:

(a) Where the RNA performs such duties during an assigned shift, she shall be paid her regular rate of pay. Where the RNA continues to perform such duties in excess of her assigned shift, she shall be paid the appropriate overtime rate.

(b) The Hospital will not require an RNA to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into her next regular scheduled shift, she will maintain her regular earnings for that full shift.

(c) In addition to her/his foregoing payment, actual hours spent in return travel shall be paid at straight time.

(d) The RNA shall be reimbursed for reasonable out of pocket expenses including room, board, and return

transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions. It is understood that the RNA shall return at the earliest opportunity.

ARTICLE N - VACATIONS

N.01 For the purpose of calculating the amount of vacation earned, the vacation year shall be regarded as being from July 1st to June 30th.

N.02 The Employer will endeavour to allot vacations during the months of May 1st to September 30th inclusive and in order of employee's seniority unless some other time is mutually arranged between the individual employee and the Employer; however, once an employee has indicated a preferred vacation period, which preference shall be submitted on or before April 15th of each year, she may not then exercise seniority rights to change the stated period.

N.03 Employees shall, upon giving at least two (2) weeks' notice in writing, receive on the last office day preceding commencement of their annual vacation, an advance on any cheques which may fall due during the period of their annual vacation.

N.04 Employees will be granted a minimum of two (2) weeks of their vacation in an unbroken period.

ARTICLE O - PAID HOLIDAYS

O.01 The parties hereto recognize that the Employer must

extend daily service to patients and that it is necessary to retain a large portion of employees at work on the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day (December 26th)
Civic Holiday (first Monday in August)	Second Monday in February Employees' Birthday

0.02 An employee who is absent on a holiday after being posted to work forfeits all pay for the day unless the employee presents to the Employer proof of illness or non-occupational accident rendering her unable to perform her regular duties, in which case her absence from work will be treated as the paid holiday.

0.03 If one of the holidays occurs during an employee's vacation period, the employee will receive an additional day off at a later date mutually agreeable to the Employer and the employee.

0.04 Each employee shall be entitled to one additional floating holiday with regular pay.

0.05 The Employer will give each employee a day off on either Christmas or New Year's Day.

When the Employer schedules Christmas Day off, Christmas Eve will also be included in the scheduled time off, when requested by the employee.

When the Employer schedules New Year's Day off, New Year's Eve will also be included in the scheduled time off, when requested by the employee.

0.06 Where a paid holiday listed in Article 0.01 falls on an employee's regularly scheduled day off, it shall be deemed to be a paid holiday and the employee will be given another day off with

pay at the regular straight time rate at some other time.

O.07 An employee who qualifies for the paid holidays listed in O.01 of this schedule shall be allowed to accumulate a maximum of two (2) such holidays and these two (2) holidays may be taken at a time mutually agreeable to the Employer and the employee.

ARTICLE P - NO ELIMINATION OF CLASSIFICATION

P.01 The Employer agrees that there will be no elimination of classification within the terms of this Agreement without prior consultation.

ARTICLE Q - MODIFIED WORK

Q.01 (a) The Hospital and the union recognize their joint responsibility to provide a modified work program to facilitate the return to active employment of employees as quickly and efficiently as possible (within the meaning of the Worker's Compensation Act).

(b) Therefore, the parties agree to participate in a Joint Modified Work Program for the Hospital. The program will be consistent with the Worker's Compensation Act.

ARTICLE R - JOINT HEALTH AND SAFETY COMMITTEE

The parties agree that the Hospital has a good functioning Joint Health and Safety Committee and that they have developed a good policy and procedure manual.

The Hospital and the union recognize their joint responsibility to provide a Joint Occupational Health and Safety Program.

Therefore, the Hospital and the union agree that a Joint Occupational Health and Safety Committee will be maintained and that representation from all Hospital groups will participate with equal representation from Workers and Management.

The parties further agree that the composition, mandate, operation, structure and terms of the committee shall be jointly agreed upon by all parties and shall be consistent with the Occupational Health and Safety Act.

Dated at Thunder Bay, Ontario this 14 day of November, 1994.

FOR THE LOCAL UNION

D Williams

L Lypak

FOR THE HOSPITAL

B Brown

R Smy

LETTER OF INTENT

Between :

MCKELLAR GENERAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1409

Re: WAGES - STORESKEEPER

Both parties agree that the Employer will meet with the Union to reevaluate the Job Descriptions of the Storeskeeper during 1994.

Signed in Thunder Bay, Ontario, this 14 day of November, 1994.

FOR THE LOCAL UNION

AW Williams
v. Lepak

FOR THE HOSPITAL

Robson
R Smyk

LETTER OF INTENT

Between :

McKELLAR GENERAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1409

Re: M.02 (a) and (c)

The parties agree to meet during the term of the collective agreement to review and consider proposed rotations. To facilitate this, the hospital will agree to provide the union with current rotations and approved staffing complements for each service.

Signed in Thunder Bay, Ontario, this 14 day of November, 1994.

FOR THE LOCAL UNION

William
Lypak

FOR THE EMPLOYER

[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between :

MCKELLAR GENERAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1409

Re: REGISTERED NURSES ASSISTANTS

The Hospital undertakes to encourage Registered Nursing Assistants (R.N.A.'s) to upgrade their skills to the present level of those being acquired by the graduating R.N.A.'s. Further, the Hospital will, where applicable, encourage and permit the utilization of the upgraded skills.

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

Signed in Thunder Bay, Ontario, this 14 day of November,
1994.

FOR THE LOCAL UNION

William
Lypak

FOR THE HOSPITAL

Robert
R. Smyke

LETTER OF UNDERSTANDING

Between :

MCKELLAR GENERAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1409

Re: PARKING

The Vice President - Employee Services agrees to advise the Board, in writing, that CUPE Local 1409 members have expressed concerns that there be adequate parking at the new hospital facilities.

Signed in Thunder Bay, Ontario, this 14 day of November, 1994.

FOR THE LOCAL UNION

William
Lepak

FOR THE HOSPITAL

Boat
Rom

LETTER OF UNDERSTANDING

Between:

MCKELLAR GENERAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1409

Re: **N.04**

Managers and supervisors will be advised by letter from the Vice President - Employee Services that article N.04 stipulates a minimum of two weeks vacation may be taken in an unbroken period, Where scheduling permits, the manager may approve additional weeks of earned vacation to be taken in this unbroken period.

Signed in Thunder Bay, Ontario, this 14 day of November, 1994.

FOR THE LOCAL UNION

Ad Williams
L. Lyjak

FOR THE HOSPITAL

[Signature]
[Signature]

CUPE SALARY SCALES

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
R.N.A.					
29 Sept 1991	\$16.030	\$16.150	\$16.274	\$16.397	\$16.522
01 Jan 1992	\$16.230	\$16.350	\$16.474	\$16.597	\$16.722
01 July 1992	\$16.430	\$16.550	\$16.674	\$16.797	\$16.922
29 Sept 1992	\$16.759	\$16.881	\$17.007	\$17.133	\$17.260
01 Jan 1993	\$17.009	\$17.131	\$17.257	\$17.383	\$17.510
O.R.T.					
29 Sept 1991	\$16.293	\$16.414	\$16.539	\$16.660	\$16.784
01 Jan 1992	\$16.493	\$16.614	\$16.739	\$16.860	\$16.984
01 July 1992	\$16.693	\$16.814	\$16.939	\$17.060	\$17.184
29 Sept 1992	\$17.027	\$17.150	\$17.278	\$17.401	\$17.528
01 Jan 1993	\$17.277	\$17.400	\$17.528	\$17.651	\$17.778
NON-REG. NSG. ASST.					
29 Sept 1991	\$13.840	\$13.963	\$14.084	\$14.210	\$14.332
29 Sept 1992	\$14.117	\$14.242	\$14.366	\$14.494	\$14.619
PHARMACY CLERK					
29 Sept 1991	\$12.767	\$12.867	\$12.967	\$13.065	\$13.166
29 Sept 1992	\$13.022	\$13.124	\$13.226	\$13.326	\$13.429
LAB AIDE					
29 Sept 1991	\$12.735	\$12.821	\$12.905	\$12.993	
01 Jan 1992	\$12.935	\$13.021	\$13.105	\$13.193	
01 July 1992	\$14.023	\$14.109	\$14.193	\$14.281	
29 Sept 1992	\$14.303	\$14.391	\$14.477	\$14.567	
STORESKEEPER PHARMACY STOCK CLERK					
29 Sept 1991	\$14.271	\$14.429	\$14.592	\$14.752	\$14.913
29 Sept 1992	\$14.556	\$14.718	\$14.884	\$15.047	\$15.211
LEADHAND					
29 Sept 1991	\$17.241				
01 Jan 1992	\$17.441				
01 July 1992	\$17.641				
29 Sept 1992	\$17.994				
01 Jan 1993	\$18.244				
3RD YEAR STUDENT					
29 Sept 1990	\$14.200				