

COLLECTIVE AGREEMENT

between

THE OTTAWA CIVIC HOSPITAL

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 576

Effective: 29 September 1991 to 28 September 1993

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ARTICLE 1 - INTRODUCTION

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 - Full Time Employee

A full time employee is an employee who is regularly scheduled to work the normal full time hours referred to in Article 14,

2.02 Part-time Employee

71/A
A part-time employee is an employee who is regularly scheduled on a regular predetermined basis to work less than the normal full time hours of work referred to in Article 14 and to work thirty-seven and one-half (37 1/2) hours or more in a two week pay period.

2.03 Casual Employee

A casual employee is an employee who normally works less than thirty-seven and one-half (37 1/2) hours in a two week pay period and who is:

- (a) a "regularly scheduled" casual who makes a commitment to the Hospital to be available on a regular predetermined basis and in respect of whom there is a regular predetermined work schedule; or
- (b) an "on-call" casual who is not regularly scheduled to work, but who is scheduled on an as-required basis by the Hospital, subject to the employee's right to refuse such work offers.

2.04 - Temporary Employees

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, 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.

Note: The parties agree that the attached Memorandum of Agreement re: Procedures for Hiring Temporary Employees shall be in effect for the term of this agreement only.

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 shall 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 AND LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

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

5.02 Notification to Union

The Hospital will provide the Union with a list, bi-weekly of all hirings, permanent and/or temporary appointments, 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 30 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.

ARTICLE 6 - UNION REPRESENTATION AND AND COMMITTEES**6.01 - 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.

As far as possible, differences and grievances shall be attended to outside of working hours but if it shall appear to be absolutely necessary to attend to a difference or grievance during working hours, a steward or members of the Grievance Committee may, with the permission of management and not otherwise leave his work for the purpose of attending to a difference or grievance and when returning to work, the steward or Grievance Committee member shall report to management, and if required to do so give a reasonable explanation of the duration of his absence.

If, in the performance of their duties, a steward or member of the committees listed in Clause 6.05 is required to enter an area within the Hospital in which he is not ordinarily employed, he shall, immediately upon entering such area, report his presence to the supervisor in charge, and the reasons for entering the area.

When resuming their regular duties and responsibilities, such Union representatives shall again report to their immediate supervisor. The Hospital agrees to pay for all time spent during their regular hours by such representatives hereunder.

6.02 - Labour-Management Committee Meetings

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour/Management Committee meeting during the term of this Agreement, the following shall apply.

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.

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.

The Negotiating Committee shall be appointed to consist of not more than six (6) representatives of the Hospital and six (6) representatives of the Union, one of whom may be the Business Manager, The Union will advise the Hospital of its nominees to the Committee.

Such secretaries, alternates and such advisory personnel as required may attend the meetings.

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 8 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 8 one day's leave of absence without pay, to provide 8 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 - Union Central Bargaining Committee

In future 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, 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 Hospitals accordingly.

6.05 - Pay for Grievance Committee or Stewards

A member of the Grievance Committee shall have the privilege of attending joint meetings of the said committee or attending to formal grievances held within working hours without loss of remuneration.

NOTE: Labour Management Committee, see 6.02.
 Safety Committee, see 19.01.
 Bargaining Committee, see 6.03 and 6.04.
 Job Description Committee, see L 5.4.
 Job Reclassification Committee, see 20.01,

ARTICLE 7 - GRIEVANCE ARBITRATION PROCEDURE

7.01

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

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 8 or more 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

An on-call casual employee shall not have grievance and arbitration rights in the event of termination due to:

- (i) lack of work; or
- (ii) the employee's unavailability to work over a period of one month or having refused six or more consecutive offers of work, whichever comes first.

This shall not apply to a casual employee who has been granted an approved leave of absence.

7.08

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 88 to whether 8 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 8 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.

7.09

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.

7.10

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 8 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 8 chairman of the Arbitration Board. If they are unable to agree upon such a chairman within 8 period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint 8 chairman.

7.11

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

7.12

No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

7.13

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.

7.14

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.

7.15

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.

7.16

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.

7.17

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, Human Resources or designate. An employee has the right to request copies of any evaluations in this file.

3.02 - Clearing of Record

The record of an employee shall not be used against him at any time during the grievance or arbitration procedure in the following instances:

- 9/1
- (a) When two (2) years have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction.
 - (b) When one (1) year has elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

ARTICLE 9 - SENIORITY**9.01 - Probationary Period**

8/2045
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 calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days.

With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any 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 and Service

- (a) Full time employees, and part-time employees who were hired prior to July 24, 1989, shall earn seniority and service on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein. One (1) year of continuous service for such employees will be equivalent to 1950 hours, less any period of unpaid leave in which service and seniority is suspended as per the collective agreement,
- 77
G (b) Part-time and casual employees will earn seniority and service on the basis of one (1) year's seniority and service for each 1725 hours worked, including paid leaves, in the bargaining unit as of the last date of hire, except as otherwise provided herein.
- (c) Seniority will operate on a bargaining unit wide basis.
- (d) Notwithstanding (a) and (b) above, all employees who were members of the bargaining unit prior to 2 February 1990 will have their seniority and service established in accordance with Section 3 of the Memorandum of Agreement appended to this agreement as Appendix B, and from 2 February 1990 forward will earn seniority and service in accordance with (a) and (b) above.

9.03 Loss of Seniority and Serving

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

- (a) resigns
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- 29
24 (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) months from the time the disability or illness commenced.

9.04 - Effect of Absence

Unless otherwise provided in the Collective Agreement:

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

provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits,

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

9.05 Job Posting

- 27/6 (a) Where a vacancy occurs in a permanent full time, part-time or regularly scheduled casual position within the bargaining unit or a new permanent full time, part-time or regularly scheduled casual 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.
- (b) Both parties recognize that job opportunities should increase in proportion to the quality and length of service.
- 27/A, B (c) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.
- (d) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (e) 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.
- (f) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed. Any other employee promoted or transferred because of the rearrangement of position, shall also be returned to his former position, and salary without loss of seniority.
- (h) Where an employee has been on the staff of the Hospital for more than one year and has applied for a transfer and has been accepted in another department, the successful employee shall be transferred within fifteen (15) working days of his acceptance.

- (h) Where an employee has been on the staff of the Hospital for less than one year and applies for a transfer and is accepted in another department, the consent to transfer must be obtained from both department heads and the transfer will be finalized within fifteen (15) working days,
- (i) Any full or part-time permanent employee will not be entitled to make application for transfer to another department within the probationary period.
- (j) The posting will include the job title, department, location (for information only and is subject to change), occupation code, rank number, full time or part-time or regularly scheduled casuals and the number of vacancies and whether rotating shifts are required.
- (k) In the case of all positions, the posting will indicate if typing is required.
- (l) An employee who wishes to apply for such a vacancy must submit a completed transfer form to the Human Resources Division prior to the expiration of the seven (7) day period. A copy of the job description will be shown to each applicant in the Human Resources Division when he applies for the vacancy. Present employees shall be given first consideration when filling vacancies for newly created positions.
- (m) A copy of such job posting shall be sent to the President of the Union.
- (n) Where a position has been posted and again becomes vacant within two months, a new posting need not be completed, but the previous applicants will again be considered.
- (o) Employees of the departments of Nursing, Housekeeping, Dietetics, S.P.D. and Linen who wish a change of location or shift within their classification and department may so indicate by submitting a request for transfer in writing to their appropriate manager. Transfer requests shall be considered when vacancies occur.

9.06 - Transfer and Seniority Outside the Bargaining Unit

- (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.

9.07 Transfer of Seniority and Service Within the Bargaining Unit

Effective 24 July 1989 and for employees who transfer subsequent to that date and subject to maintaining any superior conditions concerning seniority accumulation for employees presently enjoying such superior conditions:

For application of seniority and service:

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

“Grandfathered” part-time employees who earn seniority and service on the same basis as full time employees shall be deemed to be full time employees for the purpose of (i) and (ii) above.

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

9.08 - Notice of Lay-off and Redeployment Committee

(a) Notice

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

- i) provide the Union with no less than six (6) months’ written notice of the proposed layoff or elimination of position; and
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137 (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 - Lay-off and Recall

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

- (a) accept the lay-off; 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 Lay-off

(The following clause is applicable only to those employees who are entitled to and participating in the insured benefit plans referred to in Article 18).

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

The employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium cost of a benefit or benefits for up to three 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.

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.

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 education program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

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 practical, 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 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)(l) 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 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,.

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 Vice-President Human Resources or his designate. Such requests are to be submitted at least two (2) weeks in advance, except in cases of emergency, and a written reply will be given within 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 - Leave for Union Business

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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 seven (7) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

The number of employees that may be absent at any one time and the number of days of absence per employee shall be negotiated locally and are set out in the Local Provisions Appendix (Article L.5). 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 President of the Local and the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfil the duties of these positions shall be in addition to leave for Union business under this clause.

12.03 - Full-Time Position with the Union**(a) Full Time Union Office**

a 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, unless otherwise mutually agreed. Such leave shall be granted for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by the 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 2.04, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

(b) Leave for OCHU President and/or Local Union 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 and/or the President of the Local Union 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 2.04, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.04 - Bereavement/Compassionate Leave

- (a) Compassionate leave shall be granted to all employees after three (3) months service for a minimum period of one (1) working day with full pay even if a death occurs in the immediate family outside of the Dominion of Canada, and may be granted up to a maximum of five (5) working days with full pay when a death occurs in the immediate family. Immediate family to include husband, wife, son, daughter, father, mother, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, legal guardian,

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.

- (b) Additional days may be granted by the Vice-President, Human Resources when the funeral takes place in a distant area and travel time is required or where the employee concerned is required to handle legal matters arising from the death.
- (c) if an employee is unable to attend the funeral for any reasons he shall be entitled to one day's leave without loss of regular straight time earnings for bereavement on the day of the funeral.
- (d) Pay for bereavement leave shall be based on time lost from regularly scheduled shift(s) which the employee would otherwise have worked, up to the maximum days provided for above. Payment for such days or days off will be confined to the period from the date of death up to and including the date of the funeral.

12.05 Jury & Witness Duty

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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 an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. 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.

2.06 - Pregnancy Leave

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

In cases where the employee receives a percentage in lieu of benefits, 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.

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 - Parental Leave

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- (a) Parental leaves will be granted in accordance with the provisions of the Employment 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.

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 and 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 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.

In cases where the **employee receives a percentage in lieu of benefits, 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

- (a) **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.**
- (b) **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.**
- (c) **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 6601, 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.**

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 absence.
- (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**13.01 - Eligibility**

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

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After three (3) months continuous service, employees shall be eligible for sick leave credits with pay on the basis of one and one-half (1 -1/2) days per month accumulated retroactive to their date of employment. For permanent part-time employees, sick leave credits will be accumulated on the basis of one and one-half (1-1/2) days per month prorated to hours worked.

3.02 - WCB Top-Up

Where an employee 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 utilize the employee's accumulated sick leave credits to 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. Where a WCB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue.

13.03 - Payment Pending Determination of WCB Claims

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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 terms sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks,

13.04 - Medical Care Leave

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

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.

13.05 - 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.

13.06 - Payroll Deduction for Union-Sponsored LTD Plan

The Hospital will provide payroll deduction for the union-sponsored **LTD** plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The union shall be responsible for ascertaining the wishes of its members in this regard, All monies deducted shall be remitted to the Local Union on a bi-weekly basis.

ARTICLE 14 HOURS OF WORK**14.01 - Daily & Weekly Hours of Work**

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

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

14.02 Rest Periods

- (a) **The Hospital will schedule one fifteen (15) minute rest period for each full half scheduled shift.**
- (b) **Part-time employees will be entitled to a paid rest period of 15 minutes during 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**5.01 - Definition of Regular Straight Time Rate of Pay**

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

5.02 - Definition of Overtime

- (a) **Payment for overtime must be authorized in advance by Management.**

Overtime is defined as authorized hours worked as follows:

- (i) **in excess of 7 1/2 hours per day.**
- (ii) **in excess of regularly scheduled daily hours per day. It is understood that regularly scheduled daily hours can be changed in accordance with Article L.8.2.**

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

- (b) When a regularly scheduled casual employee agrees to work additional hours in excess of his/her predetermined shift, such additional hours shall be compensated at straight time rates and will not be considered a change in work schedule, provided the employee has the right to refuse the additional hours. This clause does not preclude a regularly scheduled casual employee from receiving overtime payment should these additional hours result in the employee working in excess of 7 1/2 hours per day or 37 1/2 hours per week.

15.03 Overtime Premium and No Pyramiding

Employees shall be paid at time and one-half their regular rate of pay for the first four (4) hours overtime worked in a shift and double time thereafter in that shift. Employees shall also be paid at double time their regular rate of pay for all overtime hours worked in excess of twelve (12) hours in a two week pay period. For the purpose of qualifying for the double time rate, actual hours worked shall be considered in the case of a call back of less than four hours duration.

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. Employee's request will not be unreasonably withheld. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

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 for at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. This shall not apply to part-time or casual employees working less than 7 1/2 hours per day. Such employees shall receive a pro-rated reporting pay.

15.06 - Call-Back

All employees who are called back and required to work outside their regular working hours shall be paid at overtime pay with a minimum allowance of four (4) hours and shall be paid from the time they leave home to report for work until they arrive home directly from work. An employee shall not be paid for call-back time and standby time for the same hours.

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 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 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 (\$0.45) per hour for **all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five cents (\$0.45) 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. If employees work overtime during these periods, overtime pay shall be calculated on their pay for the whole shift, including any shift or weekend premium earned hereunder.**

15.10 - Transfer to Lower Paving Classification

When a transfer is effected to a lower rank **at the request of the employee, the employee will be paid in accordance with the rank of the new position, even if the salary for the new position is lower than** for the previous position held by the employee. The employee shall retain his progression position in **the new rank.**

ARTICLE 16 - HOLIDAYS

6.01 - Number of Holidays

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

There shall be twelve (12) holidays and these holidays are set out in the Local 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 and part-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 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 Appendix, and is absent all not be entitled to holiday **pay or to a lieu day to which the 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 - Payment for Working on a Holiday

- (a) When an employee works on one of the above mentioned holidays on which he was regularly scheduled to work, he **shall receive** time and one-half his **regular straight time rate of pay plus another day off at 8 mutually agreed time within forty-five (45) calendar days before or after the holiday. Such lieu days, once scheduled, shall not be rescheduled without mutual agreement .**

When an employee works on a paid holiday on which he was not regularly scheduled to work, the employee shall be entitled to time and three quarters for the day worked and a day off with pay at the regular Straight time rate of pay within 45 calendar days before or after the paid holiday at a time to be mutually agreed. Such lieu days, once scheduled, shall not be rescheduled without mutual agreement.

- (b) If a casual 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 (1 1/2) 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 a full time or part-time employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.

16.05 - Paid Holidays for Part-Time Employees

A regular part-time employee who qualifies under 16.02 will receive payment as follows:

- (a) if the employee works on the holiday - payment as per 16.03;
- (b) if the employee is regularly scheduled to work on the holiday but does not work - his regular working hours for the day;
- (c) if the employee is not regularly scheduled to work on the holiday and does not work - a prorata of regular full time hours.

ARTICLE 17 - VACATIONS

17.01 - Entitlement, Qualifiers and Calculation of Payment

- (a) The regulations for annual vacations for all employees covered by this agreement shall be as follows:
- (1) Only after six (6) months of full time service shall employees be eligible for vacations with pay in accordance with the regulations of their classification. Vacations will be earned retroactive to the date of employment.

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- (2) The vacation year shall be the calendar year from the 1 st of January to the 31st of December.
- (3) Employees who have had vacation **and** leave their positions with the Hospital before such vacation has been earned will be deducted in their final pay for these vacation days which have been received but not earned. Likewise, if an employee terminated before receiving all vacation days which he has earned, an addition will be made to his final pay for the vacation days which have been earned but not received.
- SS/D (4) Vacation not taken in accordance with these instructions may only be carried forward to the future year on the authority of the Vice-President, Human Resources.
- (5) 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"**.
- (6) The employee shall receive the respective vacation **period beginning in the calendar year in which his 2nd, 5th, 15th or 25th anniversary of first service falls, as the case may be.** However, the right to the vacation does not vest in the employee until he has completed the required period of service.
- (7) **All employees shall, whenever conveniently possible, be granted the vacation period, or periods, preferred by the employee, or at such time as may be mutually agreed upon by the Hospital and the employee. Preference in the choice of vacation dates shall be determined by seniority as defined in Article 9. Vacation dates shall be finalized at least one month before commencement.**
- (8) **An employee on retirement shall be entitled to payment in lieu of earned vacation when a retirement date has been agreed upon. The earned vacation may either be taken before or after the agreed retirement date.**
- (b) Full time employees shall be entitled to vacation periods with pay as per the following:
- (1) **Effective 1 January 1990 and subject to maintaining any superior conditions' concerning entitlement for employees presently enjoying such superior conditions, vacation entitlement shall be as follows:**
- (2) **An employee who has completed less than one (1) year of continuous service shall be entitled to two (2) weeks annual vacation; payment for such vacation shall be prorated in accordance with his/her service.**
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01 - 02 (3) **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.**
- 02 - 03 (4) **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.**
- 05 - 04 (5) **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.**

- (6) 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,
- (7) 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,
- (c) Part-time employees shall be entitled to annual **vacation** as per **the following**:
- (1) **Part-time employees shall be entitled to the annual vacation periods with pay as outlined above, prorated to their hours worked.**
- (2) **Effective 24 July 1989 part-time employees shall accumulate service for the purpose of progression on the vacation scale on the basis of one year for each 1725 hours worked.**
- (3) **Notwithstanding the above, employees hired prior to 24 July 1989 will be credited with the service they held for the purpose of progression on the vacation scale under the agreement expiring September 28, 1987 and will continue to accumulate service on the basis of a full year of service for each calendar year worked until such time as they permanently change their employment status from part-time to casual or full time status or leave the employ of the Hospital.**
- (d) **Casual and Temporary employees shall be entitled to annual vacation as per the following:**
- Casual and Temporary employees shall receive in lieu of vacation leave an amount equal to 4% of his/her regular straight time hourly rate for all straight time hours paid.**

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 (1-1/2) 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 and part-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 provision will not be counted against the employee's vacation credits.

ARTICLE 18 - HEALTH AND 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) SEMI-PRIVATE

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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) EXTENDED HEALTH CARE

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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 are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual),

(c) LIFE INSURANCE

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The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under H.O.O.G.L.I.P., including the premiums for the disability benefit for all employees, or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.

(d) DENTAL

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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 premium is 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 and part-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 programmes contracted for and in effect for employees covered herein,

18.03 Pension

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

(a) Enrolment

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.

(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)(5).

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

- (a) Part-time employees shall receive in lieu of all insured benefits (except Pension and Group Life Insurance) an amount equal to 6% of their regular straight time hourly rate for all straight time hours paid.
- (b) Notwithstanding Clause 18.04 (a) above, all part-time employees who were employed at the Hospital as of 24 July 1989 and who elected to continue to receive insured benefits in accordance with the Collective Agreement in effect at that time shall continue to receive the insured benefits for as long as they occupy their current positions. All part-time employees hired after 24 July 1989 shall not have this option and will receive the entitlements outlined in 18.04 (a).

18.05 - Benefits for Casual Employees

- (a) Casual employees shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise save and except salary, vacation pay, reporting pay, responsibility allowance, jury and witness duty, bereavement leave, long service pay and shift premium) an amount equal to 14% of their regular straight time hourly rate for all straight time hours paid.
- (b) Notwithstanding Clause (a) above, all **regularly scheduled casuals who were employed at the Hospital as of 24 July 1989 and who exercised their option to be "grandfathered" in accordance with the agreement in effect at that time will continue to receive benefits as outlined in Clause 18.04 (a) until such time as they permanently change their employment status from regularly scheduled casual to on-call casual, part-time or full time status or leave the employ of the Hospital.**

18.06 Benefits for Temporary Employees

- (a) **Temporary employees shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise save and except salary, vacation pay, reporting pay, responsibility allowance, jury and witness duty, bereavement leave, and shift premium) an amount equal to 14% of their regular straight time hourly rate for all straight time hours paid.**
- (b) **Notwithstanding the above, a permanent part-time or casual employee who is transferred to a temporary job shall retain his current part-time or casual status, for the purpose of benefits entitlement and administration, for the duration of his temporary employment.**

ARTICLE 19 - HEALTH AND SAFETY**19.01 - Health & Safety Committee**

- (a) **The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.**
- (b) **Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.**
- (c) **Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.**
- (d) **The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.**
- (e) **Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.**

- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable,
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk, If such a transfer is not feasible, the pregnant **employee, if she** so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- (i) **Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.**

19.02 - Protective Footwear

Effective January 1, 1991 and on that date for each subsequent calendar year, the Hospital **will provide \$35 per calendar year to each full time and part-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 for 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 - Wages and Classification Premiums

The regular straight time rate of pay and salary ranges as agreed to and attached to this Collective Agreement shall be effective during the term of this Collective Agreement. All employees in the bargaining unit shall be paid in accordance with the classifications and the year of service shown in Wage Schedule A-which includes the regular straight time rate of pay, biweekly and monthly rates' which form a part of this Agreement.

- (a) **Effective and retroactive to September 29,1991 a general adjustment of 1% to all wage rates. Effective and retroactive to September 29,1992 a general adjustment of 2% to all wage rates.**

- (b) **Application of Wage Increases**

Retroactivity shall apply only to the general wage increase and shall be based on all hours paid from September 29, 1991 for all employees. Such retroactivity shall be paid within sixty (60) days of the final date of ratification by both parties.

Employees who have terminated their employment since September 29, 199 1 shall be given notice within 30 days from the date of ratification by registered mail at their address last known by the Hospital, and shall have sixty (60) days from the date of such notice within which to claim retroactive payment.

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations.

20.04 - Part-Time and Casual Employees Progression on Wage Grid

Part-time and 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, part-time employees hired prior to 24 July 1989 will be credited with the service they held for the **purpose of progression on the wage grid under the Agreement expiring September 28, 1987** and will continue to accumulate service on the basis of a full year of service for each calendar year worked until such time as they permanently change their employment status from part-time to casual or full time status or leave the employ of the Hospital.

ARTICLE 21 - DURATION

21.01 - Term

This Agreement shall become effective from the 29th day of September, 1991 until September 28, 1993 and shall continue from year to year thereafter unless either party gives to the other party, notice in writing not earlier than July 1, 1993 that it desires its termination or amendment.

2.1 0.2 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 (45) days prior to the termination date of this Agreement.

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central negotiating committees referred to above. From 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.

21.03 - Notice. Union and Hospital Addresses

The Union shall give notice to the Hospital by prepaid registered mail addressed to the President, Ottawa Civic Hospital, Ottawa, Ontario, K1Y 4E9, and the Hospital shall give notice to the Union by prepaid registered mail addressed to the President, CUPE and its Local 576, 1657 Carling Avenue, Ottawa, Ontario, K2A 1C4.

Signed at Ottawa, Ontario, this 7 day of Nov. 1994,

In witness thereof, the parties have signed this Agreement,

FOR:

THE OTTAWA CIVIC HOSPITAL



Ambrose M. Hearn, President


WITNESS

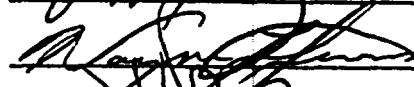



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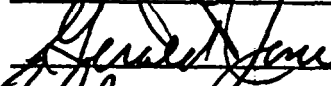
THE CANADIAN UNION OF PUBLIC EMPLOYEES

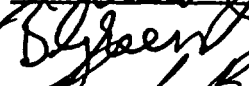
For and on Behalf of Its Local 576














WITNESS

576 LOCAL APPENDIX**ARTICLE L 1 - DEFINITIONS****L 1.1** In the Collective Agreement:

- (a) "Union" means the C.U.P.E. and its Local 576.
- (b) "Employee" means an employee of the Ottawa Civic Hospital for whom C.U.P.E. and its Local 576 is the recognized collective bargaining agent.
- (c) "Hospital" means the Trustees of the Ottawa Civic Hospital
- (d) "President" means the President of the Ottawa Civic Hospital.

L 1.2

The Union shall be the bargaining agency with respect to all matters properly arising under this Collective Agreement for all employees.

ARTICLE L 2 - RECOGNITION

The Hospital or anyone authorized to act on its behalf approves or recognizes the C.U.P.E. and its Local 576 as the sole collective bargaining agent for all its employees save and except the exclusions listed herein and hereby consents and agrees to negotiate with the Union or any authorized committee thereof in any and all matters affecting the relationship between the parties to this agreement looking towards a peaceful and amicable settlement of any differences that may arise between them.

Exclusions

Professional Medical Staff
 Staff of Human Resources Division
 President
 Vice-Presidents
 The Executive Assistant to the President
 The Administrative Assistants to the Vice-Presidents
 Department Heads and their First Assistants
 The Budget Officer
 The Head Orderlies and Teaching Orderly
 The Head Storekeeper
 Linen Service Supervisors
 Head Messenger
 Psychologists
 Orthoptists
 Food Supervisors
 Intern Staff
 Assistant Housekeepers
 Housekeeping Supervisors
 Supervisor of Communications
 Supervising Chef

Secretaries to Clinical Department Chiefs
 Secretary to Director of Financial Services
 Secretary to Director of Planning
 Secretary to Director of Nursing Personnel Administration
 Personnel Undergoing Education Programs Excluding Provision of
 Article 12.08 of this Collective Agreement
 Finance Officer - Supervisor - Reports and Analysis
 Finance Officer - Supervisor - Pre-Audit
 Secretary to Director of **Nursing Service**
 Business Managers
 Carpenter Foreman
 Painter Foreman
 Assistant to Budget Officer
 Supervisor of Duplicating Services
 Supervisor of Photography
 Executive Secretaries
 The Secretaries to the **Executive Assistant and all Administrative Assistants**
 Medical Director
 Clerical **Supervisor - Nursing Payroll Office**
Clinical Coordinator - Pharmacy
Technical Supervisor - Radiology
 Persons covered by existing Collective Agreements **with:**
 International Union of Operating Engineers, Local 796
 Ontario Nurses' Association, Local 90
 Association of Allied Health Professionals: Local 1
 Canadian Union of Public Employees and its Local 1580
 Canadian Union of Public Employees and its Local 1384

ARTICLE L 3 - LABOUR MANAGEMENT RESPONSIBILITIES

L 3.1 - Management Responsibilities

It shall be the exclusive function of the Hospital to:

- (a) **Maintain order, discipline and efficiency and establish and enforce reasonable rules and regulations governing the conduct of employees.**
- (b) **Hire, discharge, classify, direct, transfer, lay off, promote, demote, suspend or discipline employees provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged, suspended or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.**
- (c) **The Hospital agrees that the aforementioned shall not be exercised in a manner contrary to the terms of this Collective Agreement.**

L 3.2 - Procedure for Reviewing Job Descriptions

- (a) **The procedure assumes general acceptance of the existing job descriptions updated to reflect any change in job function. The Hospital agrees that the job descriptions shall be made available for approval. The Union, after consultation with the employees shall choose a representative of the group of persons who perform the duties so described. A copy shall be**

supplied to the Chairman of the Union's Job Description Committee at least two (2) weeks prior to the Committee Meeting called to review the job description. In the event more than twenty-five (25) employees are covered by a new or revised job description, the Hospital shall **supply a copy** of the job description to the Chairman of the Union Job Description Committee **at least three (3) weeks prior to the Committee Meeting. These time limits may be extended** by mutual agreement.

- (b) It is the responsibility of each employee to notify their Department Head in writing with a copy to the Division of Human Resources whenever there has been a change in their job content. Whenever the job description has been updated, the Union shall be notified immediately and **arrangements made to have the employee sign his or her job description and questionnaire. A Committee consisting of the employee's representative, the Department Head, one Union Executive member or delegate, and one Hospital representative will meet to review the job description. These time limits may be extended by mutual agreement.**

It is understood that for the term of this Agreement only, September 29, 1991 to September 28, 1993, the Union's Business Manager will form part of this Committee. Such meetings will be arranged during normal working hours and the members of the Committee shall suffer no loss of earnings as a result of attendance at the meetings.

- (c) **When a new job is created within the bargaining unit the Hospital will supply a draft job description upon posting the position. This draft description will be available for review by applicants in Human Resources. A final job description will be provided, in accordance with the Collective Agreement, upon completion of the probationary period by the successful applicant. For approval of this job description the parties shall utilize the method as outlined in Article L 3.2 (b).**
- (d) **An employee's job description will be available for examination in his work area.**

ARTICLE L 4 - UNION NOTICE AND ACCOMMODATION

L 4.1

The Union shall have the privilege of using the bulletin boards located in the various buildings of the Ottawa Civic Hospital, provided that the use of the bulletin boards shall be restricted to the posting thereon only of such notices as have been signed by the President or any one of the other authorized signing officers of the Union.

L 4.2

The following types of notices may be posted:

- (a) **Notices of Union recreational and social affairs.**
 - (b) **Notices of Union elections, results of elections and Union appointments.**
 - (c) **Notices of Union meetings or any other similar business of the Union.**
- Notices to Stewards and Union Executive Members may be delivered by Hospital facilities.**

L 4.3

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

L 4.4

The Union will assume responsibility of tendering for duplication of the Collective Agreement. The Union will provide a minimum of three (3) quotations to the Hospital **before awarding** the contract. The cost of **printing the Collective** Agreement shall be shared equally by the Hospital and the Union.

L 4 5

The Union shall have the right to install and maintain literature racks for dispensing information to employees. The literature rack shall be located in the Human Resources Department and other **locations as mutually agreed between the parties. The literature** dispensed shall be subject to approval by the **Vice-President, Human Resources.**

ARTICLE L 5 - UNION STEWARDS AND OTHER REPRESENTATIVES**L 5.1 Union Leave**

The Hospital will grant leave of absence as per Article 12.02 provided that the number of employees on Union leave at any one time does not exceed ten (10) in addition to the Local President and the number of days leave per. individual employee does not exceed thirty (30) in a calendar year.

Notwithstanding the above, individual requests for Union leave in excess of thirty (30) days in a calendar year will be considered and may be granted provided that such leave does not interfere with the efficient operation of the Hospital.

L 5.2 - Grievance Committee

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

L 5.3 - Stewards/Committees

The Union shall notify the Hospital in writing of the names of the members of all committees and the names of the Stewards and the Chief Steward and they shall thereupon be recognized by the Hospital.

This list shall be updated in the months of June and December and provided in writing to the Department of Human Resources.

L 5.4 - Job Description Committee

A member of the Job Description Committee shall have the privilege of attending joint meetings of the said committee or attending to formal grievances held within working hours without, loss of remuneration.

ARTICLE L 6 - UNION SECURITY**L 6 1 - Union Membership**

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

L 6.2 - Union Dues

in view of the fact that it is a condition of employment for all employees to be members of the Union in accordance with **Section L 6.1**, the Hospital shall make deductions from employees' salaries or wages for Union dues or assessments. Dues or assessments are to be deducted on a bi-weekly basis over twenty-six (26) pay periods per year from all employees who are members of the Union, and the total amount of the dues or assessments shall be remitted on a bi-weekly basis by the Hospital to the Secretary-Treasurer of the Union.

Payment to the Union shall be accompanied with a statement listing employee's name, number, Department number, occupation code and the amount deducted for Union dues or assessments.

Notice of any change in the amount of Union **dues or assessments will be provided in writing by the Union** to the Vice-President, Human Resources at least one month **prior to the commencement of the pay period in which** the new rate is to be implemented.

L 6.3 - Address List

The Hospital agrees to furnish twelve (12) times per year, a list of all employees in the bargaining unit in alphabetical order showing their last known address, status, job title, seniority and service, department number, telephone number (if not unlisted), occupation code, S.I.N., date of birth, sex and date of hire.

ARTICLE L 7 - CONDITIONS OF EMPLOYMENT**L 7.1**

The nature of Hospital care is such that at times it is necessary for an employee to perform work not normally required in his job, and, therefore, the requirements of the moment may determine the type of work to be performed.

L 7.2

All employees failing to take a medical examination or x-ray examinations at the request and expense of the Hospital, or to undergo vaccination, inoculation and other clinical procedures when required may be dismissed from the service of the Hospital. The Hospital will bear the expense of such examination or procedures providing designated Hospital staff and facilities are utilized. The words "other clinical procedures" refer to those covered by the Public Hospitals Act.

L 7.3

All employees shall notify their Department head on the form provided for this purpose of change in name, address, telephone number, next-of-kin, marital status or any change in the number of dependents. Notification will normally be within 48 hours of the change occurring.

L 7.4

Due to the type of work carried out in the Hospital, it is necessary that evening and night shifts be maintained. However, no employee covered by this Agreement shall be required to work a split shift.

L 7.5

Before the Hospital implements any change in the working conditions of any employees in the **Bargaining Unit and in order that the employees shall be fully informed in advance** of any such change, the **Hospital shall give to the Union as much** advance notice of the contemplated change as is reasonably practicable and **shall fully discuss the change with the Union. Policies** affecting employees which appear in the Policy and Procedure Manual **will** be forwarded to the **Union**.

ARTICLE I 8 WORK SCHEDULES**L 8.1**

An employee's days off each week shall be consecutive. Any modifications to this schedule shall be made at **the discretion of the Hospital in order to meet the exigencies of Hospital service but any permanent modifications shall be made only after discussing the matter beforehand with the Union.**

L 8.2

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

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

L 8.3

"Work Schedules" will be in effect for all employees except where a straight Monday to Friday work schedule exists. Work schedules may be subject to change due to illness, leave of absence, termination or other reasonable cause and every reasonable attempt shall be made to give the employees affected notice in advance of the scheduled change. Normally, work schedules shall embody the following conditions:

- (a) Four (4) days off shall be scheduled in a two-week period.
- (b) Two (2) consecutive days off at a time will be scheduled, however, split days off may be scheduled by mutual consent of the Hospital and the employee.
- (c) Not more than seven (7) consecutive days of work will be scheduled without days off except by mutual consent of the Hospital and the employee.
- (d) Should the Hospital initiate a change in the employee's work schedule that results in an employee working split days or more than seven (7) consecutive days, and the employee agrees to such a change, then the Hospital will advise the Union of such schedule change, in writing.

- (e) **There** shall be a period of two (2) consecutive shifts off between a change of shift and at least **48 hours off duty following a period of night duty except where an employee agrees to a shorter period of time.**
- (f) The Hospital will schedule one weekend off in three, In the event of failure to give one weekend off in three the overtime premium shall be paid at the rate of time and one half of the **regular hourly rate of the employee involved.**
- (g) **The Hospital** will guarantee three (3) consecutive days off and will endeavour to schedule five **(5) consecutive days off at either Christmas or New Year's for all employees other than casual employees. It is understood that the individual employees may waive this provision in writing.**

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

L 8.4

Casual hours shall be distributed within each Department as equitably as possible among on call casuals who are willing and available to work. This provision will be in effect for the term of this Collective Agreement only.

ARTICLE L 9 - OVERTIME

The Hospital will make every reasonable effort to present overtime opportunities to those employees normally performing the work in the area concerned on an equal and rotational basis. In the event such employees decline the request, the opportunity will be presented to other employees in the same occupation but from another area on an equal and rotational basis before approaching employees from other occupations.

ARTICLE L 10 - SENIORITY LIST

The Hospital will maintain a seniority list showing accumulated seniority of each employee from the employee's last date of continuous employment in the bargaining unit. The Hospital agrees to supply this to the Union on a monthly basis. Such list shall be in order of seniority and shall include the employee's name, job title, department and occupation code.

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

The Hospital will provide the Union with a separate monthly list identifying those employees who are on unpaid leaves of absence and for whom service and/or seniority accrual has been interrupted pursuant to the Collective Agreement. This list will include the start and, where available, the end dates of the leave of absence. The Hospital will begin providing this list to the Union when the information becomes readily available through the Hospital's Human Resources Information System.

ARTICLE 11 POSTING OF JOB VACANCIES

The **Hospital will post** notices of job vacancies (**Article 9.05**) **on the following notice boards for seven (7) calendar days:**

- .01 Main Cafeteria**
- .02 East Block**
- .03 In the tunnel area In the vicinity of the
Housekeeping Office**
- .04 Cardiac Unit**
- .05 Civic Parkdale Clinic**
- .06 Interim Laboratory Building**
- .07 Loeb Research Building**

Changes in the number and locations of bulletin boards must be mutually agreed upon. In the event that the Hospital opens a new facility, the Hospital will discuss with the Union the appropriateness of placing bulletin boards in the new facility.

ARTICLE L 12 - ANNUAL INCREMENTS**L 12.1 - Annual Increments**

Annual increments will become effective the first day of the pay period following the completion of one full year of service from the employee's date of employment or from the employee's last annual increment, subject to Article 9.04.

L 12.2 - Long Service Pay

- a) Employees who are employed on a permanent full time basis shall be paid long service pay on the following basis:

After 10 years of service - \$100.00 per year
 After 15 years of service - \$150.00 per year
 After 20 years of service - \$200.00 per year
 After 25 years of service - \$250.00 per year

- (b) All employees other than permanent full time employees shall be paid long service pay on the following basis:

After 17,250 hours of service - \$100.00 per year
 After 25,875 hours of service - \$150.00 per year
 After 34,600 hours of service - \$200.00 per year
 After 43,125 hours of service - \$250.00 per year

Notwithstanding the above, permanent part-time employees hired prior to 24 July 1989 will be credited with the service they held for the purpose of long service pay under the agreement expiring September 28, 1987 and will continue to be credited with service on the basis of a full year of service for each calendar year worked until such time as they permanently change their employment status from part-time to some other category of employment.

- (c) Long service pay will be paid in full to qualifying employees even though employees may have been on approved leave of absence up to the extent of three months in a twelve month period. In the event of periods greater than three (3) months' absence long service pay will be extended prorata on the basis of months worked (to include, vacation, paid sick leave, W.C.B., etc.). Qualified employees retiring shall enjoy the above conditions and **payment to them will be made at the point of retirement.**

ARTICLE L 13 PAYDAY, ADVANCE VACATION PAY AND TERMINAL PAY

L 13.1

- (a) **The Hospital shall pay all the employees for all regular hours worked every alternate Friday for the fourteen (14) day pay period ending at midnight on the previous Friday.**

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

- (b) **Employees who work evenings or are working Thursday but not on Friday, may obtain their pay cheques between 1500 and 1545 hours, alternate Thursdays at an area designated by the Hospital or at their area and time designated by their department.**

L 13.2

Employees leaving the service of the Hospital shall be paid on the normal payday which encompasses the pay period in which their last day of work is completed. Annual leave adjustments will be made on such pay cheques. Those employees who are only entitled to a percentage of annual leave will receive their allowance on the next normal pay.

L 13.3

The above noted procedure will not be concluded unless Hospital uniforms, keys, employee' identification card and other Hospital property in the possession of an employee are returned to the Hospital and until Hospital regulations regarding medical examinations are carried out. If uniforms, keys and other possessions are not turned in immediately on termination of employment, the value of such articles at replacement cost shall be deducted from the employee's pay.

ARTICLE L 14 - SICK LEAVE

L 14.1

- (a) **Sick leave with pay is only payable because of illness and where, given the circumstances, it is reasonable to do so, a medical certificate may be requested by the department head.**
- (b) **When an employee has need to use sick leave as outlined in (a) above, he shall inform his department at least one full shift in advance of scheduled duties whenever possible. The employee will attempt to notify management at this time of his expected date of return to work. Upon receipt of such information, management will record the employee on sick leave until the employee advises the Hospital of his expected date of return to work.**

The employee must advise management of his **availability to work at least one full shift in advance** of his normally scheduled duties. However, employees on the evening shift **must** advise management no later than five (5) hours in advance of his normally scheduled duties,

- (c) Employees may obtain Information in writing concerning their sick leave entitlement from their Supervisor or the timekeeper in their Department.
- (d) The Hospital agrees to provide each employee with a record in writing of the amount of sick **leave to his credit**. The **record will cover the period 1 April to 31 March** and will be available **not later than May 31 of each year**.
- (e) An employee who anticipates 'exhausting their sick leave bank, as per Article 13.01 may **contact their department three (3) weeks prior to the exhaustion of his/her sick leave**. The department will issue a leave of absence slip, with a copy to the employee so that Payroll can issue a Record of Employment form on the final day of paid sick leave.

This **procedure will enable the employee to apply for U.I.C. sickness (b) benefits upon exhausting his/her sick leave bank**.

ARTICLE; 15 - ANNUAL VACATIONS

L15.1

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

ARTICLE L 16 - PAID HOLIDAYS

L16.1

All permanent full time and permanent part-time **employees shall have the following paid holidays off with pay at the regular straight time rate of pay, subject to the provisions of Article 16:**

New Year's Day.	Civic Holiday
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Dominion Day	Christmas Day
	Boxing Day

If Heritage Day is not declared prior to February of 1978 then the second Monday in February will be the eleventh holiday.

One day in lieu of Easter Monday to be taken on a day mutually agreed between the Administration and the employee. The employee may elect to take a day's pay at the regular straight time rate of pay in lieu of the holiday. If any employee elects to take a day's pay at the regular straight time rate of pay, it will be paid on the last pay before Christmas. If an employee terminates and has earned Easter Monday, he may take the day off or have one day's pay at the regular straight time rate of pay added to his last pay cheque. This holiday is earned if an employee works over the pay period which includes Easter Monday.

L 16.2

If any of the holidays fall on a permanent full time employee's day off, he shall receive another day off with pay at the regular straight time rate of pay. If the holiday falls on a permanent part-time employee's day off, he shall receive payment pursuant to Clause 16.05.

Such lieu days, once scheduled, shall not be rescheduled without mutual agreement.

L 16.3

When a paid holiday falls within an employee's annual vacation, an extra day off with pay at the regular straight time rate of pay shall be given in lieu of this paid holiday.

ARTICLE L 17 - EMPLOYEE USE OF EMERGENCY OR HEALTH SERVICE. PAYMENT FOR TESTS

Employees sent by their Supervisors to the Hospital's Emergency Service or Health Services Department to determine whether or not they are able to continue working shall not be charged for this service. The Hospital undertakes to pay any difference between the employee's insurance coverage and the fee charged by the attending doctor. The Hospital shall pay for all tests which it requires to be taken by an employee.

ARTICLE L 18 - LAUNDERING OF UNIFORMS AND REPLACEMENT OF TOOLS**L 18.1**

- (a) The Hospital shall launder uniforms of Registered Nursing Assistants except pants manufactured of material which would require special laundry equipment.
- (b) The Hospital shall furnish, maintain and launder without charge, all other uniforms as may be required by the Hospital.

L 18.2

Proper accommodation shall be provided for employees of the Hospital in which to keep their clothes.

L 18.3

The Hospital shall replace tools and equipment for tradesmen in the Engineering Department where the retail value of these tools is \$5.00 or more in value.

ARTICLE L 19 - CORRESPONDENCE

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Vice-President, Human Resources of the Hospital or his designate and the Local Union office at Suite #215, 1690 Woodward Drive, Ottawa, Ontario, K2C 3R8.

ARTICLE L 20 - DISABLED EMPLOYEE

12/2

Where the Union is prepared to waive its rights to grieve under other provisions of the Agreement, the Hospital may assign an employee in this bargaining unit who is unable to do the work of any job classification because of an infirmity caused by sickness or accident, to work that he **is capable of** doing. In such cases, the Hospital and the Union must agree in advance **to a fair rate** of pay for the work to be performed.

ARTICLE L 21 - SICK LEAVE ON RETIREMENT, TERMINATION OR DEATH**L 21.1**

This article is not applicable when an employee has been dismissed for just cause.

- (a) Upon the completion of five (5) but less than ten (10) years service, an employee upon the termination of employment shall be paid 50% of the unused portion of his sick leave credit. Payments shall not exceed 60 working days.
- (b) Upon the completion of ten (10) but less than fifteen (15) years service, an employee upon termination of his employment shall be paid 50% of the unused portion of his sick leave credit. Payment shall not exceed 120 days.
- (c) Upon the completion of fifteen (15) years service, an employee upon the termination of employment shall be paid 50% of the unused portion of his sick leave credit. Payment shall not exceed 180 days.
- (d) Upon the death of an employee, the estate shall be entitled to payment as outlined in clauses (a), (b) and (c).

L 21.2 - Retirement Allowance

Permanent employees on retiring in accordance with The Hospitals of Ontario Pension Plan regulations, that is because they have reached an age limit, shall be entitled to a cash allowance equal to the number of days to their sick leave credit providing, however, that the maximum payment under this allowance shall not exceed the earnings for 180 days based on the salary earned immediately prior to retirement. Compulsory retirement age is 65.

ARTICLE L 22 - BENEFITS

Should any of the plans outlined in Article 18 Central be substituted by legislative action then the Hospital agrees to share the premiums arising from such action on a 100% basis similar to the present arrangements.

ARTICLE 23 - FAILURE TO MAKE A NEW AGREEMENT

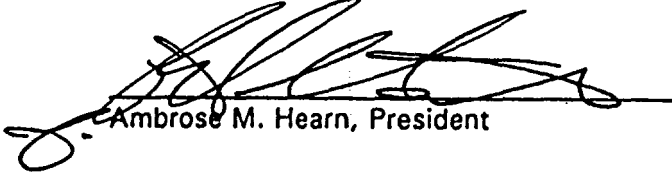
if, following notification of the desire to seek amendments to this Collective Agreement between the Board of Trustees of the Ottawa Civic Hospital and the Canadian Union of Public Employees and its Local 576, the parties have failed to reach a satisfactory agreement, either party may demand the matter **to** be submitted to conciliation or arbitration according to the Ontario Rules of Procedure under the Labour Relations Act and the Hospital Labour Disputes Arbitration Act, R.S.O. 1970.

Signed at Ottawa, Ontario, this 9 day of Nov. 1994.

In witness thereof, the Parties have **signed this Agreement.**

FOR:

THE OTTAWA CIVIC HOSPITAL



Ambrose M. Hearn, President


WITNESS





FOR;


THE CANADIAN Union OF PUBLIC EMPLOYEES

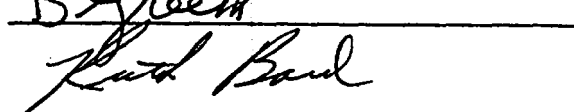
For and on Behalf of Its Local 576











WITNESS

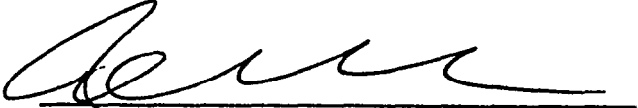
LETTER OF UNDERSTANDING

SAFETY COMMITTEE

The Hospital shall establish a committee to be representative of the Hospital as a whole and advisory to the President. The Union shall appoint one member to this committee and shall advise the President of their appointee. A copy of the minutes of each committee meeting shall be sent to the Business Manager of the Union.

Signed in Ottawa this 9 day of Nov. 1994.

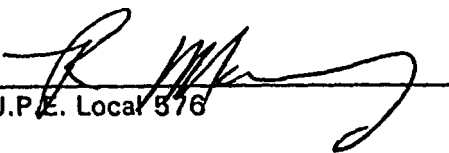

C.U.P.E. Local 576


OTTAWA CIVIC HOSPITAL

LETTER OF UNDERSTANDING
PARENTAL, MATERNITY, ADOPTION LEAVE

The parties agree that during the effective term of this Collective Agreement, an employee who requests a Leave of Absence and who would be entitled to receive Parental, Maternity, or Adoption Unemployment Insurance benefits during the period of such leave shall not be denied such leave.

Signed in Ottawa this 9 day of Nov. 1994.


C.U.P.E. Local 576


OTTAWA CIVIC HOSPITAL

LETTER OF AGREEMENT:

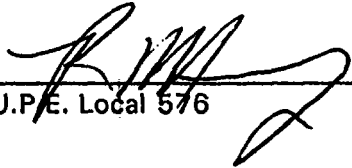
TOPICS FOR LABOUR/MANAGEMENT

The parties agree that:

- a) voluntary service, rehabilitation and work experience programs
- b) the return to work following W.C.B. Disability
- c) the option of alternative employment during pregnancy for employees working with video display units

may be matters for discussion at Labour/Management meetings.

Signed in Ottawa this 9 day of Nov 1994.


C.U.P.E. Local 576

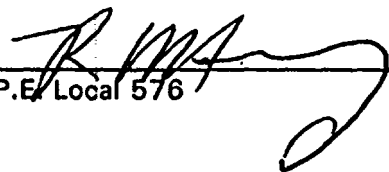

OTTAWA CIVIC HOSPITAL

LETTER OF UNDERSTANDING

PARKING

It is agreed that pro-rated refunds will be provided to employees on vacation or other authorized leaves of absence, etc. of two (2) consecutive calendar weeks or more provided that the employee makes application in writing to the Department of Human Resources.

Signed in Ottawa this 9 day of Nov 1994.


C.U.P.E. Local 576


OTTAWA CIVIC HOSPITAL

APPENDIX A

SALARY SCALES

APPENDIX B

MEMORANDUM OF AGREEMENT

BETWEEN

THE OTTAWA CIVIC HOSPITAL (HOSPITAL)

AND

THE CANADIAN Union OF PUBLIC EMPLOYEES, LOCAL 576 (Union)

Subject: SERVICE AND SENIORITY

The Parties hereby agree as follows:

1. All current members of the bargaining unit will be credited with seniority and service equivalent to the length of their continuous, unbroken service with the Hospital from their last date of hire.
2. All employees hired following the signing of this Memorandum will earn service and seniority in accordance with the appropriate provisions of the Collective Agreement.
3. In calculating the current seniority and service for employees presently on staff at the date of signing of this Memorandum, the following rules shall apply:
 - (i) All continuous employment with the Hospital shall be included, including periods of “non-Union” casual and “temporary” employment provided there was no break in service between the casual/temporary employment and the employee’s permanent appointment to a position in the bargaining unit.
 - (ii) All casual and temporary employment periods prior to 22 May 1987 will be calculated based on “normal hours of work”.
 - (iii) For the purpose of calculation only, “normal hours of work” for each employment category will be deemed to be as follows:

Casual = 780 hrs per year (2 shifts/wk x 7.5 x 52)
TPT = 1200 hrs per year (3 shifts/wk x 7.5 x 52)
TFT- = 1950 hrs per year (5 shifts/wk x 7.5 x 52)
 - (iv) From 22 May 1987 to present, seniority and service for casual and temporary employment periods will be calculated based on actual paid hours, where these records are available. Where records are not available, the “normal hours” formula referred to above will be utilized.
 - (v) All past seniority and service for permanent full time and permanent part-time employees will be converted to hours as follows:

PFT . 1950 hours per year of service

PPT . Employees hired prior to 24 July 1989, - 1950 hours per year of service

- Employees hired after 24 July 1989, actual paid hours,

4. from **the** date of signing of this Memorandum forward, seniority and service shall be accumulated **and reported in the following manner** for all employee groups:

A. Accumulation

FT (and grandfathered PT's) * 75 hours **per pay** period will be credited for each pay period, interrupted **only by** periods of unpaid leave in which service and seniority is suspended as per the **Collective Agreement**. One year equals 1950 hours.

PT/Casual - Will be credited with all hours paid. One year equals 1725 hours.

B. Reporting

total accumulated hours = # of years
1950

PT/Casual - total accumulated hours = # of years
1725

C. Transferring from FT to PT/Casual and Vice Versa

FT to PT/Casual = # of years of FT seniority and service
x 1725 = converted seniority/service

PT/Casual to FT = # of years of PT/Casual seniority and
service x 1950 = converted seniority and
service.

e.g. FT Seniority = $\frac{19,500 \text{ hrs}}{1950} = 10 \text{ yrs}$

Transfers to PT = $10 \text{ yrs} \times 1725 = \frac{17,250}{1725} = 10 \text{ yrs.}$

NOTE: This applies to permanent transfers only - conversion will not be necessary on temporary transfers.

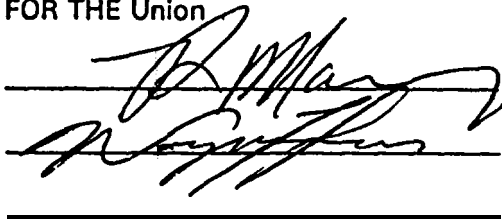
5. Separate Seniority and Service reports will be generated.' Each report will include employee's last date of continuous employment (hire date) and accumulated seniority and service hours converted to years and expressed as years and portions of a year to three decimal points (e.g. 3.769 years).

- 6. A **committee consisting of two representatives** of the Hospital and two representatives of the Union will be formed to develop the initial seniority and service list in accordance with these procedures, This initial list, when completed, will be made available to all members of the bargaining unit for review. Each member will have two months from the date of posting of the list to bring forward any complaints or problems with the list. The committee will review all complaints and the decision of the committee will be final and binding for all parties, including **the complainant.**

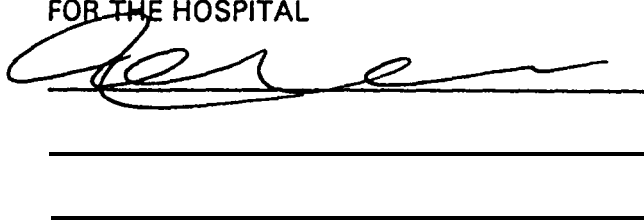
- 7. It is agreed and understood that where the final "service" figure arrived at **for** existing employees using the above method of calculation differs from the employee's current years of service, the employee's placement on the vacation scale and entitlement to other service related benefits shall be adjusted accordingly, effective June 1, 1990, prorated for the vacation year 1990, rounded off to the nearest full day. Under no circumstances, **however, will this** recalculated service result in adjustments to an employee's current **placement on the salary scales.**

Signed this 9 day of N o v . 1994.

FOR THE Union



FOR THE HOSPITAL



APPENDIX C

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CANADIAN Union OF PUBLIC EMPLOYEES

LOCAL 576 (Union)

AND

THE OTTAWA CIVIC HOSPITAL (HOSPITAL)

Subject: PROCEDURES FOR HIRING TEMPORARY EMPLOYEES

The Hospital and the Union agree that the following procedures shall be in effect for the term of this Collective Agreement only.

The parties hereby agree to the following procedures:

A . s Short Term” Temporary Employment

1. There will be no requirement for the Hospital to post “short term” temporary employment opportunities. “Short term” temporary employment is defined as employment for a period of sixteen (16) calendar weeks or less.
2. the Hospital shall notify the Union of the nature of these “short term” temporary jobs, the anticipated duration, and the incumbent selected. This notification shall take the form of the standard letter which is currently used by departments to appoint employees to temporary jobs. Where a non-Union individual is selected, the Union shall receive a letter from the employing department outlining the nature of the duties performed.
3. There are no restrictions as to the purposes for which “short term” temporary employees may be utilized or as to the kind of work which “short term” temporary employees may perform, provided that a series of such employees is not utilized to perform ongoing bargaining unit work.
4. “Short term” temporary jobs will not be subject to extension except in cases where the temporary employment situation results from an approved leave of absence (paid or unpaid) of an employee and the employee requests, and is granted, an extension of his period of leave.

B, “Long Term” Temporary Employment

1. The Hospital will be required to post all “long term” temporary employment situations in accordance with the posting procedures contained in the Collective Agreement. “Long term” temporary employment is defined as temporary employment for periods in excess of sixteen (16) calendar weeks. Notwithstanding this definition, all relief opportunities resulting from pregnancy and parental leave will be posted.

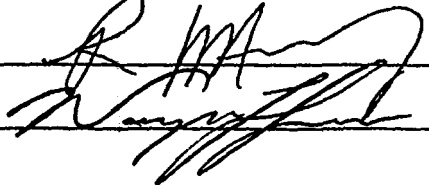
- 2. "Long term" temporary employment situations may be subject to extension by agreement of the parties, provided that the total period of employment does not exceed twelve (12) months.
- 3. It is agreed that permanent employees may be considered for "long term" temporary jobs where such temporary transfer would provide the permanent employee with an opportunity to acquire new employment skills or qualifications. Where an employee who holds a permanent position is the successful candidate for a "long term" temporary job, and where the Department Head determines that the temporary assignment of that employee will not cause serious operational problems for the department in which the employee is currently working, such employee shall be placed into the temporary job on the understanding that his permanent job shall be available for him to return to at the expiration of the temporary employment period. The temporary "vacancy" created by the movement of a permanent employee into a "long term" temporary job shall be filled in a manner deemed appropriate by the Hospital. the Hospital **will not be under any obligation to consider permanent employees for such a "vacancy"**. However, should a permanent **employee be selected** for the temporary "vacancy", **the Hospital will keep available the permanent position of the employee so selected.**
- 4. **Permanent employees will not be considered for temporary assignment unless at least twelve months have elapsed since the completion of any previous temporary assignment.**

C. General

- 1. (a) For all temporary jobs of one month or more, the Hospital will, where possible, appoint one employee, rather than utilizing a series of employees to perform the temporary work. Notwithstanding this provision, the Hospital reserves the right to terminate a temporary appointment at any time. Where such terminations occur prior to the expiration of the temporary job being performed, the employee will be given an explanation for such action.
- (b) If a temporary appointment is going to extended beyond its stated expiration date, the Hospital will, where possible, notify the employee of the extension. at least one (1) week prior to the scheduled expiration date.

Dated this 9 day of Nov. 1994.

FOR THE Union



FOR THE HOSPITAL

