

SOURCE	HOSP		
EFF.	91	09	29
TERM.	93	09	28
No. OF EMPLOYEES	480		
NOMBRE D'EMPLOYÉS	480		

**COMBINED FULL-TIME PART-TIME
COLLECTIVE AGREEMENT**

between

**PETERBOROUGH CIVIC HOSPITAL
(hereinafter called the "Hospital")**

and

C.U.P.E., Local #19

Expires: September 28, 1993

MAR 27 1993

OS 637(05)

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 1 -	PREAMBLE	1
1.01	Preamble	1
1.02	Feminine/Masculine Pronouns	1
ARTICLE 2 -	DEFINITIONS	1
2.01	Temporary Employee	1
2.02	Part-Time Commitment	2
2.03; 2.04	Regular Part-Time Employee; Casual Employee	2
ARTICLE 3 -	RELATIONSHIP	2
3.01	No Discrimination	2
ARTICLE 4 -	STRIKES & LOCKOUTS	2
ARTICLE 5 -	UNION SECURITY	3
5.01	T4 Slips	3
5.02	Notification to Union	3
5.03	Employee Interview	3
5.04	No Other Agreements	3
ARTICLE 6 -	UNION REPRESENTATION & COMMITTEES	3
6.01	Union Activity on Premises and/or Access to Premises	3
6.02	Labour-Management Committee	4
6.03	Local Bargaining Committee	4
6.04	Central Bargaining Committee	5
6.05	Union Stewards	5
6.06	Grievance Committee	6
ARTICLE 7 -	GRIEVANCE & ARBITRATION PROCEDURE	6
ARTICLE 8 -	ACCESS TO FILES	10
8.01	Access to Personnel File	10
8.02	Clearing of Record	10

ARTICLE

PAGE NUMBER

ARTICLE 9 -	SENIORITY	10
9.01	Probationary Period	10
9.02	Definition of Seniority	11
9.03	Loss of Seniority	11
9.04	Effect of Absence	12
9.05	Job Posting	12
9.06	Transfer & Seniority Outside the Bargaining Unit	13
9.07	Transfer of Seniority & Service	14
9.08	Notice and Redeployment Committee	15
9.09	Layoff and Recall	17
9.10	Benefits on Layoff	19
9.11	Retraining	19
9.12	Separation Allowances	21
9.13	Portability of Service	21
9.14	Technological Change	21
ARTICLE 10 -	CONTRACTING OUT	22
10.01	Contracting Out	22
10.02	Contracting In	22
ARTICLE 11 -	WORK OF THE BARGAINING UNIT	22
11.01	Work of the Bargaining Unit	22
11.02	Volunteers	23
ARTICLE 12 -	LEAVES OF ABSENCE	23
12.01	Personal Leave	23
12.02	Union Business	23
12.03 (a)	Full-Time Position with the Union	24
12.03 (b)	Full-Time Position with the Union	24
12.03 (c)	Leave for OCHU President	25
12.04	Bereavement Leave	25
12.05 (a)	Jury & Witness Duty	26
12.05 (b)	Jury & Witness Duty	27
12.06 (a)	Pregnancy Leave	27
12.06 (b)	Pregnancy Leave	29
12.07 (a)	Parental Leave	30
12.07 (b)	Parental Leave	32



ARTICLE

PAGE NUMBER

ARTICLE 12 -	LEAVES OF ABSENCE (Continued)	
12.08	Education Leave	33
12.09	Pre-Paid Leave Plan	34
ARTICLE 13 -	SICK LEAVE, INJURY & DISABILITY	36
13.01	HOODIP	36
13.01	Sick Leave	38
13.02	Injury Pay	38
13.03	Payroll Deduction for Union Sponsored LTD Plan	38
13.04	Payment Pending Determination of WCB Claims	38
ARTICLE 14 -	HOURS OF WORK	39
14.01	Daily & Weekly Hours of Work	39
14.02 (a)	Rest Periods	39
14.02 (b)	Rest Periods	39
14.03	Additional Rest Periods	39
ARTICLE 15 -	PREMIUM PAYMENT	40
15.01	Definition of Regular Straight Time Rate of Pay	40
15.02	Definition of Overtime	40
15.03	Overtime Premium & No Pyramiding	40
15.04	Time off in Lieu of Overtime	40
15.05	Reporting Pay	40
15.06	Call-Back	41
15.07	Standby	41
15.08	Temporary Transfer	41
15.09	Shift and Weekend Premium	41
ARTICLE 16 -	HOLIDAYS	42
16.01	Number of Holidays	42
16.02	Definition of Holiday Pay & Qualifiers	42
16.03 (a)	Payment for Working on a Holiday	42
16.03 (b)	Payment for Working on a Holiday	43
16.04	Payment for Working Overtime on a Holiday	43

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 17 -	VACATIONS	43
17.01 (a)	Full-Time Vacation Entitlement, Qualifiers & Calculation of Payment	43
17.01 (b)	Part-Time Vacation Entitlement, Qualifiers & Calculation of Payment	44
17.02	Work During Vacation	44
17.03	Illness During Vacation	45
ARTICLE 18 -	HEALTH & WELFARE	45
18.01	Insured Benefits	45
18.02	Change of Carrier	46
18.03 (a)	Pension	47
18.03 (b)	Retirement Allowance	47
18.04	Benefits for Part-Time Employees	47
ARTICLE 19 -	HEALTH & SAFETY	48
19.01	Protective Footwear	48
ARTICLE 20 -	COMPENSATION	48
20.01	Job Classification	48
20.02	Promotion to a Higher Classification	49
20.03	Wages & Classification Premiums	49
20.04	Progression on the Wage Grid (Part-Time)	50
ARTICLE 21 -	DURATION	50
21.01	TERM	50
21.02	CENTRAL BARGAINING	50
SIGNING PAGE	51
APPENDIX OF LOCAL ISSUES	52
IMPLEMENTATION NOTE RE PREEXISTING CLAUSES	53

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED:

ARTICLE 1 - PREAMBLE

1.01 - Preamble

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

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

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS.

2.01 - Temporary Employee

The following provision will appear in all collective agreements where such temporary employees are in the bargaining unit, replacing any temporary employee provision that existed in the hospital's expiring collective agreement:

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

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

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

2.02 - Part-Time Commitment

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

"The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be "available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees."

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

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

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

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

5.02 - Notification to Union

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

5.03 - Employee interview

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

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

5.04 - No Other Agreements

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

"The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or **any** other Union activities on Hospital premises or on Hospital time without **the** prior

approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied."

6.02 - Labour-Management Committee

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

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

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

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

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

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

6.03 - Local Bargaining Committee

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

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

6.04 - Central Bargaining Committee

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

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

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

6.05 - Union Stewards

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

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

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

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

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

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

6.06 - Grievance Committee

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

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

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

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

- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar **days** after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (**9**) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

Step No. 3

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

understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee; or
 - (b) reinstating the employee with or without full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.

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

- 7.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.

- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply."

ARTICLE 8 ACCESS TO FILES

8.01 -Access to Personnel File

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

8.02 - Clearing of Record

Any provision related to the clearing of an employee's "Disciplinary Record", that existed in the hospital's expiring collective agreement will be continued as Article 8.02.

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

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

9.02 - Definition of Seniority

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

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 - Loss of Seniority

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

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

9.04 Effect of Absence(The following clause is applicable to full-time employees only)

"Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits*, or for a period of one (1) year if an employee's unpaid absence is due to an illness."

*Note: Add the words "or L.T.D. benefits" only in agreements providing L.T.D. benefits.

9.05 - Job Posting

The following provision will appear in all collective agreements replacing any related provision that existed in the hospital's expiring collective agreement: (Any provision pertaining to definition of temporary vacancies, non-bargaining unit applications, information on postings, outside advertising, interim placements or criteria for selection except as it relates to promotions and transfers that existed in the hospital's expiring collective agreement will **be** continued as the last paragraph of this Article.)

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

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

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

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

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

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

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

9.06 - Transfer and Seniority Outside the Bargaining Unit

"Effective for employees transferred out of the bargaining unit subsequent to (the effective date as set out in the Local Provisions Appendix):

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such

employees on temporary assignments shall remain members of the bargaining unit.

- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he shall accumulate seniority during the period of time outside the bargaining unit."

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

9.07 - Transfer of Seniority and Service

The following provision will appear in all collective agreements where both full-time and part-time employees are represented by CUPE, and will replace any provision related to part-time Transfer of Service and Seniority that existed in the expiring collective agreement:

"Effective (the date as set out in the Local Provisions Appendix) and for employees who transfer subsequent to (the effective date as set out in the Local Provisions Appendix):

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

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

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily

perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred."

9.08 - Notice and Redeployment Committee

"(a) Notice

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

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

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

(b) Redeployment Committee

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

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:

- (a) within the bargaining unit; or
 - (b) within another CUPE bargaining unit; or
 - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.09 - Layoff and Recall

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

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

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

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

employee is within 1% of the laid off employee's straight time hourly wage rate.

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

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

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

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

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

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

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

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working **days**. An employee who has been

recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

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

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

9.10 - Benefits on Layoff

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

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

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

Article 9.11 - Retraining

"(a) Retrainins for Positions within the Hospital

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

- (i) Opportunities to fill vacant **positions** identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for

retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.

- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months,
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

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

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

(c) Regional Redeployment Committee'

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

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

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

Article 9.12 - Separation Allowances

- "a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article-9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars."

Article 9.13 - Portability of Service

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

9.14 - Technological Change

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

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

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

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

ARTICLE 10 - CONTRACTING OUT

10.01 - Contracting Out

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

10.02 - Contracting In

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

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 - Work of the Bargaining Unit

"Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement,

except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available."

11.02 - Volunteers

"The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

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

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - Personal Leave

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

12.02 - Union Business

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

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

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours

of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

12.03(a) Full-Time Position with the Union

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

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

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

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

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

12.03(b) Full-Time Position with the Union

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

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

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

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

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

12.03(c) - Leave for OCHU President

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

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

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

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

12.04 - Bereavement Leave

"Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three **(3)** consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or

grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex."

12.05(a) - Jury & Witness Duty

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.06(b) - Pregnancy Leave

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

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

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Unemployment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.07(a) - Parental Leave

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

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

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

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

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

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

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

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

- (9) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.07(b) - Parental Leave(The following clause is applicable to part-time employees only)

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

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

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

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

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

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

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

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

12.08 - Education Leave

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

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

12.09 - Pre-Paid Leave Plan

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

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

Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) **An** employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice **is** given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will **be** returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to **find** a temporary replacement for the employee as far in advance as practicable. if the Hospital **is** unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as **is** reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) **A** statement that the employee **is** entering the pre-paid leave program in accordance with this Article^{12.59} of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave **is** requested.
 - (iii) The manner in which the deferred salary **is** to be held.

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

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 - HOODIP

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

The following provision will appear in all full-time collective agreements that provide for HOODIP or equivalent, replacing any other sick leave language that existed in the hospital's expiring collective agreement. For Hospitals which provide for an accumulating sick leave plan, the existing collective agreement provisions will continue unless the Hospital and the local union mutually agree to replace the existing plan with HOODIP or equivalent. In the event of such mutual agreement the provision below will become effective on the first of the month agreed to by the local parties and will replace any existing accumulating sick leave program or plan.

- "a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the 1984 Hospitals of Ontario Disability Income Plan Brochure.

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

- b) Effective the first of the month following the transfer **all** existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
 - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,

- (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
- (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year."
- (f) **Any** dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalent, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- (g) **A** copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.

Note: Provisions 13.c)(3) and 13.c)(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the agreement shall **be** removed.

13.01 - Sick Leave

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

The following provision will appear in all collective agreements where WCB top-up now exists, and where the hospital does not now have HOODIP, or does not transfer to HOODIP under the above transfer provision, replacing any provision related to WCB top-up that existed in the hospital's expiring collective agreement:

"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."

13.02 Injury Pay

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

13.03 - Payroll Deduction for Union Sponsored LTD Plan

The following provision will appear in **all** collective agreements that **do** not provide for HOODIP or equivalent, replacing any provision related to payroll deduction for union sponsored LTD plan that existed in the hospital's expiring collective agreement:

"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."

13.04 - Payment Pending Determination of WCB Claims (FT)

"An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment

equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks."

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

Any provision related to the specification of the number of daily & weekly hours of work that existed in the hospital's expiring collective agreement, **will be** continued as Article 14.01.

14.02(a) - Rest Periods

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

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

14.02(b) - Rest Periods (PT)

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

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

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

Any provision related to the definition of overtime hours that existed in the hospital's expiring collective agreement, will be continued as Article 15.02.

15.03 - Overtime Premium and No Pyramiding

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

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

15.04 - Time Off in Lieu of Overtime

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

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

15.05 - Reporting Pay

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

15.06 - Call-Back

"Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings. Superior provisions shall remain."

15.07 - Standby

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

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

15.08 - Temporary Transfer

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

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

15.09 - Shift and Weekend Premium

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

ARTICLE 16 - HOLIDAYS

16.01 - Number of Holidays

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

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

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

16.02 - Definition of Holiday Pay and Qualifiers

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

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

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

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

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

16.03(a) - Payment for Working on a Holiday

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

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

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

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

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

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

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

16.04 - Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

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

The following provision will appear in all Collective Agreements replacing any provision related to full-time entitlement, qualifiers and calculation of payment that existed in the hospital's expiring collective agreement subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior condition:

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

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

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

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

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

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

17.01(b) - Part-Time Entitlement, Qualifiers and Calculation of Payment

{The following clause is applicable to part-time employees only}

Any provision related to part-time entitlement, qualifiers and calculation of payment that existed in the hospital's expiring collective agreement will be continued in Article 17.01(b) except as amended by the September 29, 1989 improvements in the four, five, and six week entitlement for full-time employees plus the equivalent time off.

In addition, the following provision will appear in all collective agreements replacing any provision related to progression on vacation schedule (part-time) that existed in the hospital's expiring collective agreement:

Progression on Vacation Schedule (Part-Timer

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

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

17.02 - Work During Vacation

"Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times his basic straight time rate for all hours so worked. To replace the originally

scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked."

17.03 - Illness During Vacation

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

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

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

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

The following provision will appear in all collective agreements replacing any provision related to insured benefits that existed in the hospital's expiring Collective Agreement, (subject to inserting in the following language any percentage contribution by the Hospital which is greater than that contained in the following provision):

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision

care maximum \$90.00 every 24 months and hearing aide allowance \$500.00 lifetime maximum.

- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.
- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

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

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

18.02 Change of Carrier

{The following clause is applicable to full-time employees only}

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

18.03(a) - Pension

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

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

Article 18.03(b) Retirement Allowance

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

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

18.04 - Benefits for Part-Time Employees

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

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

ARTICLE 19 - HEALTH & SAFETY

19.01 - Protective Footwear

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

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

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

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

ARTICLE 20 - COMPENSATION

20.01 - Job Classification

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

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

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

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

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

20.02 - Promotion to a Higher Classification

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

20.03 - Wages and Classification Premiums

Provisions under these headings shall remain unchanged and are repeated as 20.03, except to the extent that the Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement dated



20.04 - Progression on the Wage Grid

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

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

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

ARTICLE 21 -DURATION

21.01 - Term

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

21.02 - Central Bargaining

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

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

intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining."

Dated at Peterborough Ontario, this 20th day of October 1995

FOR THE LOCAL UNION

Edward McLean
Bob Bailey
Sydney Gibson
Barbara Smith
Jerry W. Lee
V ✓

FOR THE HOSPITAL

Healey Moran
Margaret Traynor
D Collins

APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Transfer to Lower Paying Classifications
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement *is* inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.

**LOCAL
COLLECTIVE AGREEMENT**

between

**PETERBOROUGH CIVIC HOSPITAL
(hereinafter called the "Hospital")**

and

C.U.P.E., LOCAL #19

Expires: September 28, 1993

APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Transfer to Lower Paying Classifications
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the Collective Agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

For those headings containing a reference to this note, if the expiring Collective Agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.

INDEX OF LOCAL PROVISIONS

ARTICLE	PAGE NUMBER
A Management Rights	56
B Management Grievance	56
C Recognition	57
D Union Membership	57
E Dues Deduction & Remittance & Dues List	57
F Constitution of Local Bargaining & Grievance Committees	57
F(3) Assistance of the Union	57
F(4) Union Stewards	58
G(1) Scheduling	58
G(3) Quick-Change Shifts	58
H Transfers	59
J Layoffs at Amalgamation	59
K(1) Designation of Specific Holidays	60
K(2) Payment for Working on Holiday	60
L Vacation Administrative Provisions	60
L(3) Vacation Scheduling	61
M Overtime Premium	62
N Mileage Allowance	62
P Bulletin Boards	62
Q(1) Uniform Allowance	62
R Hand Tools	63
S Protective Footwear	63
T Letters of Warning	63
U(1) R.P.N. Education	63
U(2) R.P.N. Skill Utilization	63
V(1) Worker's Compensation Form #7	63
V(2) W.C.B. Issues - Reinstatement Committee	63
W Occupational Hazards Compensation	64
Memorandum of Understanding - RNA Extended Tours	65
Memorandum of Understanding - Ambulance Extended Tours	69
Letter of Intent - Housekeeping Scheduling	75
Letter of Intent - R.N.A. Uniforms	76
Letter of Intent - Labour Management Discussions	76
Letter of Understanding - Skill Trades Evaluation Plan	77
Schedule A - Wage Rates	78

APPENDIX OF LOCAL PROVISIONS

A. MANAGEMENT RIGHTS AND FUNCTIONS

The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, assign employees to shifts, layoff and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion, or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) Establish and enforce rules and regulations, policies and practices to be observed by employees, provided that they are not unreasonable nor are inconsistent with the provisions of this Agreement;
- (d) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospitals' operations, not otherwise specifically dealt with elsewhere in the Agreement.

It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

B. MANAGEMENT GRIEVANCE

It is understood that the Hospital may bring forward at any meeting with the Grievance Committee any complaint or grievance with respect to the conduct of the Union, its officers, committeemen, or with respect to the conduct of the employees generally and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of an employee.

C. RECOGNITION

The Hospital recognises the Union as the sole and exclusive bargaining agent for all of its employees, save and except supervisors and foremen, persons above such rank, medical staff, professional and technical staff, office and clerical staff, and persons bound by subsisting Collective Agreements.

D. UNION MEMBERSHIP

The Union agrees that any employee to whom this Collective Agreement applies may exercise or may refrain from exercising his right to become a member of the Union or cease to be a member of the Union.

E. DUES DEDUCTION

The Hospital agrees that, as a condition of employment, it will deduct from each pay for all employees subject to the terms of this Agreement, whether a member or non-member, a sum equivalent to the regular dues, and to remit such dues to the Treasurer of the Union. It is understood that the Union will give the Hospital one (1) month's notice in writing of any change in the amount of dues.

The Hospital agrees that it will provide the number of hours worked by part-time employees, and forward this information to the Treasurer of the Union.

The Union and its membership agree to hold the Hospital completely harmless with respect to all dues, or amounts equivalent thereto, so deducted and remitted.

F.(1) GRIEVANCE PROCEDURE

The Hospital acknowledges the right of the Union to appoint or otherwise select a representative committee of not more than six (6) employees plus the President of the Local and no more than one (1) member from any one (1) classification, and will recognize and deal with the said committee with respect to any matter that properly arises from time to time during the term of this Agreement.

F.(2) GRIEVANCE COMMITTEE

For the purposes of Article 6:06, the President of the Local or his designee shall be one of the members of the Grievance Committee.

F.(3) ASSISTANCE OF THE UNION

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees, who shall have access to the Hospital premises by prior advice and approval of the Executive Director or his designee, in order to investigate or assist in the settlement of grievances.

F.(4) UNION STEWARDS

The Union will provide for Stewards, to be elected from the Union Membership to act in the following locations in the Hospital:

(a)	Chief Steward	1
(b)	Maintenance	1
(c)	S.P.D.	1
(d)	Housekeeping	2
(e)	Nursing Assistants	2
(f)	Dietary	2
(g)	Orderlies	1
(h)	Ambulance	1
(i)	Other	1
	(not included in above)	

G.(1) SCHEDULING

The Hospital will prepare the schedule of regular working hours, setting forth the regular days and hours of work and days off for all full-time permanent employees in his respective department, and will post such schedule in an appropriate place at least twenty (20) days prior to the commencement of the first work week covered by the schedule. Save and except where changes in the work schedule are agreed upon between two (2) or more employees and approved by the Hospital, the Hospital will compensate an employee at the rate of time and one-half his regular straight time rate of pay for work performed on the first shift changed where less than forty-eight (48) hours notice is given personally to such employee.

G.(2) WEEKEND SCHEDULING

For all full-time employees, the Hospital will schedule three (3) weekends off in every six (6) weeks and the Hospital will schedule no more than seven (7) consecutive days of work at one time.

For all part-time employees, the Hospital will schedule two (2) weekends off in every six (6) weeks, and the Hospital will schedule no more than seven (7) consecutive days of work, and schedule days off on the basis of two (2) at a time if possible, but if necessary, split days off may be scheduled.

For part-time nursing staff, the Hospital will schedule one (1) weekend off in every three (3) weeks. A Letter of Understanding to provide for department by department review of weekend scheduling and change to one in three when scheduling allows.

G.(3) QUICK CHANGE SHIFTS (PREMIUM PAY)

When a full-time employee is required to change regularly scheduled shifts, twelve (12) consecutive hours off shall be scheduled between shifts. If, however, an employee is required to report on a different shift in any less time than twelve (12) hours after

finishing the first shift, the employee shall be paid at overtime rates for the period worked before the twelve (12) hours time allowed for shift change has expired. It is also understood that fifteen (15) consecutive hours must elapse between the ending of the second shift and the beginning of a third shift. If it is necessary, in case of emergency, to bring an employee in on a third shift before the expiry of fifteen (15) hours, the employee will be paid double time for the whole of the third shift. The length of a shift shall not be shortened in order to provide greater time between shifts.

No employee shall be required to work more than one (1) quick change in five (5) days.

G.(4) SCHEDULE CHANGES

and except where changes in the work schedule are agreed upon between two (2) or more employees and approved by the Hospital, the Hospital will compensate a time employee at the rate of time and one-half (1 1/2) if it is regular straight time rate of pay for the first four (4) hours of work performed on the shift if a shift that has been cancelled here less than four (4) hours notice is personally given to the employee.

H.(1) TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT

For the purposes of Article 9:06, the effective date shall be December 7th, 1984.

H.(2) TRANSFER OF SENIORITY AND SERVICE

For the purposes of Article 9:07, the effective date shall be December 7th, 1984.

H.(3) TRANSFER TO LOWER PAYING CLASSIFICATION

An employee who is transferred to a position paying a lower range of wage rates, will be paid at the wage rate in the new range which is closest to, but not higher than his present rate.

J.1. LAYOFFS FOR AMALGAMATION OR MERGER

In the event that any amalgamation, merger or transfer of services by and/or between the Hospital and St. Joseph's General Hospital results in the necessity to reduce the number of employees, such reduction will be made in accordance with Article 9:09.

K.(1) HOLIDAYS

For the purposes of Article 16:00, the holidays are:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Three (3) Float Days

K.(2) PAYMENT FOR WORKING ON A HOLIDAY

- (a) When an employee is required to work on a shift where the majority of the hours fall on a holiday, he will be paid at the rate of time and one-half (1 1/2) his regular hourly rate.
- (b) Where any of the above-mentioned holidays fall on or are observed on an employee's regularly scheduled day off, he will receive an additional day ~~off~~ in lieu with pay within thirty (30) days of the day on which the holiday is observed.
- (c) It is understood and agreed that the Hospital will give every consideration to an employee's expressed preference of time (and particularly Monday through Friday) at which employees wish to take their lieu days but, of necessity, the Hospital must reserve the final decision as to the scheduling of such lieu days.
- (d) It is understood and agreed that the Hospital will give every consideration to an employee's expressed preference of time at which employees wish to take their Floater Holidays, but ~~of~~ necessity, the Hospital must reserve the final decision as to the scheduling of such Floater Holidays. Employees whose Floater Holiday has been scheduled and approved shall be entitled to premium pay and in-lieu day according to Article 16:03 (a) if they are scheduled to work on the scheduled Floater Holiday with less than forty-eight (**48**) hours notice.

Note: Any reference to days in lieu applies to full-time only.

Where ~~two~~ (2) or more requests are being considered at the same time, preference and priority will be in order of seniority within a particular classification, and when appropriate, work location.

If an employee fails to request her lieu day within the specified thirty (30) days, the lieu day will be scheduled at the discretion of the Hospital during the following posted schedule.

L.(1) VACATION QUALIFICATION

Continuous service for each employee under this Article shall be determined in accordance with Articles 9:02 and 9:04. No employee shall have his present entitlement reduced by reason of the terms of this Agreement.

"Two (2) weeks" and "three (3) weeks" and "four (4) weeks" and "five (5) weeks" vacation with pay shall be at the employee's regular weekly salary at the time of his taking vacation, provided he was not absent during the prior vacation period to the extent that he worked less than seventy-five percent (75%) of the regular schedule of hours in such period, in which case his vacation pay will be four percent (4%) or six percent (6%) or eight percent (8%) or ten percent (10%) respectively of his total earnings received from the Hospital.

L.(2) **VACATION PAYMENT - CALCULATION**

Vacation credit will accrue on a pay period basis. When an employee, because of length of service, becomes entitled to a longer vacation as provided above, their vacation entitlement will be increased to the higher level as of the first pay period following the date of completion of the required length of service.

Vacation with pay shall be at the employee's regular hourly rate of pay at the time of taking vacation, based on thirty-seven and one-half (37 1/2) hours for each week of vacation entitlement.

An employee who terminates his employment at any time in his vacation year, before he has taken his applicable vacation shall be entitled to a proportionate payment of wages in lieu of such vacation credit provided that adequate notice of such termination of employment is given to the Hospital in accordance with the provisions of Article 17:04. Cash-in-lieu of vacation shall be paid only on severance of employment. It is understood that when an employee terminates his employment before the full accrual of vacation credits the Hospital will deduct from the employee's final pay any monies for vacation credits paid to the employee but not yet earned.

L.(3) **VACATION SCHEDULING**

The Hospital will endeavour to schedule vacations on as equitable a basis as possible, having regard to the efficient operation of the Hospital. The Hospital will give preference to the vacation period requested by each employee, but of necessity, the Hospital must reserve the final decision as to the scheduling of vacation.

In the event of vacation scheduling conflict between the employees in the same job classification of the same Department or Unit, preference will be granted on a seniority basis.

Vacation entitlements may be taken in whole or in part at any time of the year between January 1st and December 31st.

An employee will not be permitted to hold over any portion of unused vacation entitlement from one (1) year to the next, except in very exceptional circumstances with the permission of the Executive Director or his delegate and no payments will be made by the Hospital in lieu of vacation except in cases of termination of employment as herein provided.

L.(4) NOTICE OF TERMINATION

An employee who leaves the employ of the Hospital without having given at least two (2) weeks notice of termination shall be entitled to vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974 or as the same may be from time to time amended.

M. OVERTIME PREMIUM

For the purposes of Article 15:03, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in shift at the request of an employee or changeover to daylight saving from standard time and vice-versa or exchange of shifts by two employees. Overtime will not be paid in accordance with Article 15:02 if the additional hours, days or weekends have been worked as a result of a request initiated by an employee to have specific days off or a request for regular weekend work.

N. CALI BACK

For the purposes of Article 15:06, the following is a superior provision:

When an employee is required to travel to the Hospital and/or to return to his home between midnight and 0700 hours, as a result of being called back to work outside his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle to a maximum of \$15.00. The employee will provide to the Hospital satisfactory proof of payment of taxi fare when applicable. Use of the employee's own vehicle will be reimbursed at the Hospital's then current cents per kilometre travel allowance.

P. BULLETIN BOARD

The Hospital shall provide space on five (5) bulletin boards upon which the Union shall have the right, subject to the approval of the Executive Director of the Hospital or his designee, to post notices of meetings and such other notices as may be of interest to the employees.

Q.(1) UNIFORMS

Where the Hospital requires an employee to be in uniform, such uniform will be supplied by the Hospital ready to wear, laundered and in good repair. Uniforms will be replaced as needed, upon return of the old uniform to the issuing department.

Q.(2) PROTECTIVE CLOTHING

An employee required to work outside the Hospital in inclement conditions, will be provided with appropriate clothing at any time of the year. Appropriate clothing will be provided for employees required to work in Nutritional Services walk-in freezers.

R. HAND TOOLS

Where an employee in one of the maintenance trades is required by the Hospital to supply any hand tool, testing device or instrument in good condition, and it is worn out, broken or stolen* in the service of the Hospital, the Hospital will replace it with one of at least equal quality.

*A signed statement or police report will be accepted as proof of loss.

S. PROTECTIVE FOOTWEAR

For the purposes of Article 19:02, functions requiring the wearing of safety boots shall include portering S.P.D. carts.

T. LETTERS OF WARNING

The Hospital undertakes to forward to the Chief Steward of the Local a copy of any letter of warning, reprimand, discipline or dismissal given to any employee covered by this Collective Agreement.

U.(1) R.P.N. EDUCATION

It is agreed that appropriate education will be provided by the Hospital when it is determined by the Hospital that additional skills are required. Such skills will be utilized wherever practical.

U.(2) R.P.N. SKILL UTILIZATION

The Hospital agrees that Registered Practical Nurses will be allowed and encouraged to fully employ all of the added skills for R.P.N.'s which the Hospital has determined to utilize in the workplace.

V.(1) WORKER'S COMPENSATION FORM #7

The Hospital agrees to provide the employee with a copy of the Worker's Compensation Board Form #7 at the same time as it is sent to the Board.

V.(2) W.C.B. ISSUES - REINSTATEMENT COMMITTEE

The Hospital will notify the President of C.U.P.E., Local #19 of the names of all members of the Bargaining Unit off work due to work related injury (whether or not the members are in receipt of WCB Benefits) and those on LTD, on a monthly basis.

When it has been medically determined that an employee is unable to return to the full duties of his/her position due to a disability, the Hospital will endeavour to provide modified work. A meeting will be held with the Union to discuss the circumstances surrounding the employee's return to suitable work including what accommodations can be made. This meeting will include the employee, Department Head and a

member of the Local Executive and a staff representative of C.U.P.E.

W. OCCUPATIONAL HAZARDS COMPENSATION

The Hospital shall reimburse an employee for reasonable damages to eye glasses, hearing aids, watches or clothing which occur as a result of patient action. The Hospital's liability shall not exceed one hundred (\$100) dollars per incident for other prescribed prosthetics.

The Hospital will ensure provision of any required or prescribed medication for treatment of an occupationally acquired illness, at no cost to the employee.

PETERBOROUGH CIVIC HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES , LOCAL #19**SUBJECT: COMPRESSED WORK WEEK - R.N.A. - Hutchison 5 - 16 Week Trial**

The parties agree to waive the provisions of the Collective Agreement as required by the following Terms of Reference for implementing a compressed work week schedule for the R.N.A. Hutchison 5.

TERMS OF REFERENCE**OBJECTIVE:**

To establish a compressed work week for Registered Nursing Assistants on Hutchison 5.

1. TRIAL PERIOD

The changes to effect the compressed work week will be in effect for a trial period of sixteen (16) weeks, beginning August 25, 1980. The programme will be evaluated separately by Nursing Administration and the R.N.A.'s on Hutch 5 at the end of 6, 12, and 16 weeks. It is understood that the compressed work week trial may be terminated at any time during the 16 week trial period by either party if it is deemed to be unsatisfactory.

2. PARTICIPATION

All full-time and part-time Registered Nursing Assistants will be required to participate in the compressed work week for the trial period.

3. SUGGESTIONS AND COMPLAINTS

During the trial period, the parties agree to meet at the Local level to discuss suggestions or complaints in an effort to adopt or resolve them to the satisfaction of the Hospital and C.U.P.E. Any problems arising from the required changes to implement this program will not be subject to the formal grievance procedure, but will be treated as a complaint and will be resolved locally.

4. COMPASSIONATE LEAVE

Should a Registered Nursing Assistant require compassionate leave, it will be granted in accordance with the Collective Agreement, such day(s) leave or absence will be considered a 8 hour tour(s).

5. **EDUCATION OR ASSOCIATION LEAVE**

Should a Registered Nursing Assistant be granted an education leave in accordance with the Collective Agreement, such leave of absence will be on the basis of an eight (8) hour tour(s).

6. **SALARY**

Registered Nursing Assistants will continue to be paid at their present rate and will be eligible for increases in accordance with the Collective Agreement. Registered Nursing Assistants will be paid for 11.25 hours on a 12 hour tour and for 7.5 hours on the shorter or normal 8 hour tour.

7. **SHIFT DIFFERENTIAL**

The Hospital agrees that Registered Nursing Assistants who work on the night tour, ie. 1915 to 0715 shift will be paid for 11.25 hours of shift premium. Registered Nursing Assistants working the day shift will be paid a shift premium of 3.75 hours 1515 - 1915 hours.

8. **SHIFT HOURS**

Shift hours for the 12 hour tours will be from 0715 to 1915 to 0715. Shift hours for the 8 hour tours will be from 0715 to 1515, and 1515 to 2315 and 2315 to 0715. Relief staff may work all or part of the 12 hour tour depending on the workload requirements of the unit.

9. **OVERTIME;**

Overtime will be paid at the rate of time and one-half for all work performed in excess of the 12 hour or the 8 hour tours. Overtime must be authorized in advance by the Head Nurse by day, and the Nursing Supervisor on the evening and night tours.

10. **LUNCH AND REST PERIODS**

On the 12 hour tour there will be two (2) fifteen (15) minute rest periods and two (2) thirty (30) minute meal periods. Meal and rest periods on the evening/night tour(s) will be three (3) thirty (30) minute break periods. Forty-five (45) minutes of those lunch and rest periods will be with pay and forty-five (45) minutes will be without pay.

Lunch breaks and rest periods on the eight (8) hour tour will be in accordance with the current Collective Agreement.

11. **CHANGES IN SCHEDULE**

Requests for a change in schedule from Registered Nursing Assistants may be granted at the discretion of the Head Nurse. The Registered Nursing Assistants requesting change will be required to arrange her own replacement from among the

other Registered Nursing Assistants. She will advise the Head Nurse of the name of her replacement when making her request.

For all full-time employees, the Hospital will issue a schedule that provides every second weekend off and no more than 3 scheduled consecutive 12 hour days of work and days off on the basis of no less than two (2) consecutive days at a time.

A 3.75 hour shift may be worked for the purpose of completing hours if mutually agreed upon by employee and Head Nurse.

12. **SICK LEAVE**

When a Registered Nursing Assistant is absent due to illness she will be paid for the hours absent according to the scheduled tour to the limit of her accumulated sick leave credits.

13. **VACATIONS**

A Registered Nursing Assistant who is entitled to two, three, four or five weeks vacation will be paid for 75 hours (2 weeks - 10 working days) or 112.5 hours (3 weeks - 15 working days) or 150 hours (4 weeks - 20 working days) or 187.5 hours (5 weeks - 25 working days) respectively. The Head Nurse will schedule time off accordingly for the Registered Nursing Assistant.

14. **PAID HOURS**

When a Registered Nursing Assistant is required to work on a tour which commences at 0715 hours or at 1915 on a holiday, she will be paid at the rate of time and one half for hours worked on such tour. All statutory holidays or lieu days will be granted on the basis of an 8 hour tour.

15. **CONTINUATION**

Continuation of the compressed work week after the initial trial period will be based primarily on the results of the evaluation according to the criteria listed below and secondly based on support for continuation of the programme by at least ninety percent (90%) of the participating Registered Nursing Assistants as determined by a secret ballot. If it is determined, according to the above factors, to continue the compressed work week schedule, those Registered Nursing Assistants not supporting the program will have the option to be considered for transfer to the other nursing units as positions become available.

If the compressed work week is continued, after the initial trial period, the evaluation process will continue on an ongoing basis according to the established criteria and the program may be terminated at any time if it is deemed to be unsatisfactory.

CRITERIA FOR

ASSESSMENT OF COMPRESSED WORK WEEK

For a trial period of 16 weeks.

Assessment to be made at end of 6, 12 and 16 weeks.

ASSESSMENT

- to include:
- Review of standards of patient care
 - Incident reports
 - Absenteeism
 - Overtime
 - Scheduling - incidents and problems incurred with relief staffing
 - Attendance at in-service education sessions held on duty and off duty time
 - Turnover rate and reasons
 - Individual evaluations (at end of 6, 12, 16 and 20 weeks)
 - Tabulation of comments from patients, physicians and other hospital departments

All other conditions contained in the Collective Agreement will remain in force and effect.

The parties agree to abide by the Terms of Reference.

Dated at Peterborough, Ontario on August 6, 1980.

FOR THE HOSPITAL

Michael Moga _____

John Grady _____

Shirley Mason _____

Geraldine Currier _____

FOR THE UNION

C. P. Beatty _____

Menzie Dower _____

Anne O'Brien _____

MEMORANDUM OF UNDERSTANDING

between

PETERBOROUGH CIVIC HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #19

SUBJECT: COMPRESSED WORK WEEK

The parties agree to waive the provisions of the Collective Agreement as required by the following Terms of Reference for implementing a compressed work week schedule for the Ambulance Service of Peterborough Civic Hospital.

TERMS OF REFERENCE

OBJECTIVE:

To detail the terms and conditions for the establishment of compressed work week schedules for participating staff members of the Department.

1. TRIAL PERIOD

With the approval of the Ministry of Health, if the Department Head, the Hospital and 90% staff are in agreement, extended tours will be considered.

The changes to effect the compressed work week will be in effect for a trial period of twenty-four (24) weeks or four (4) complete schedule rotations beginning October 1, 1990.

The programme will be evaluated separately by Administration, participating staff members and the Union at the end of 6, 12, 16 and 20 weeks.

It is understood that the compressed work week trial may be terminated by either party giving twenty (20) days written notification to the other. This agreement will not be terminated in individual departments until the end of the currently posted schedule.

2. PARTICIPATION

All full-time and part-time staff in departments with compressed work week schedules will be required to participate in the trial period.

NOTE: Employees participating in W.C.B. Rehabilitation Programmes or the Hospital's Modified Work Programme may be excluded from the compressed work week schedule.

3. **PROGRAMME REVIEW**

During the trial period, the parties agree to meet to discuss suggestions or complaints. Any problems arising from the changes necessary for implementation of this programme will not be subject to the formal grievance procedure, but will be treated as a complaint and will be discussed locally.

4. **BEREAVEMENT LEAVE**

Should an employee require bereavement leave, it will be granted in accordance with the terms of the Collective Agreement. Such day(s) leave of absence will be paid based on the scheduled hours of work required for such leave.

5. **LEAVES OTHER THAN BEREAVEMENT OR ILL TIME**

Should an employee be granted a leave in accordance with the Collective Agreement, such leave will be on the basis of an eight (**8**) hour tour(s).

6. **SALARY:**

Employees will continue to be paid at their present rate and will be eligible for increases in accordance with the Collective Agreement. Employees will be paid for eleven and one quarter (**11.25**) hours on a twelve (**12**) hour tour, for seven and one-half (**7.5**) hours on the shorter or normal tour or for the hours worked on part shifts.

7. **SHIFT DIFFERENTIAL**

Employees working on the night shift, for example 1915 to 0715, will be paid the shift premium for eleven and one-quarter (**11.25**) hours. Employees working the day shift will be paid the shift premium for those hours between 1515 and the end of their shift.

Shift premium will be at the rate specified in Article 15:09 of the Collective Agreement.

8. **TOUR SCHEDULING**

The parties agree to waive the provisions of Article 14 - Hours of Work. Extended tours will be twelve (**12**) hours in duration. Scheduling of tours will be determined based on the operating requirements of the Department. Relief staff may work all or part of the extended tour or normal tour depending on the workload requirements of the Department. For the purpose of qualifying for responsibility pay, six (**6**) hours shall be considered half of an extended tour.

9. **OVERTIME**

The parties agree to waive the normal requirements of Article 15:02 of the Collective Agreement. Subject to Article 15:03, overtime premium will be paid at the rate of time and one-half for all work performed in excess of the scheduled twelve (12) hour or eight (**8**) hour tour. Overtime must be authorized in advance.

10. MEAL AND REST PERIODS

On the twelve (12) hour tour there will be two (2) fifteen (15) minute rest periods and two (2) thirty (30) minute meal periods. Meal and rest periods on the night tour will be three (3) thirty (30) minute break periods in total. Forty-five (45) minutes of those meal and rest periods will be without pay resulting in paid hours of eleven and one-quarter (11.25) in a twelve (12) hour tour worked.

Meal and rest periods on the eight (8) hour tour will be in accordance with the Collective Agreement. Compensation for interrupted meal periods shall be governed by individual department policy. Under no circumstances shall more than forty-five (45) minutes at premium pay be paid for missed rest periods during one extended tour.

11. SCHEDULING

For all full-time employees, the Department will issue a schedule which provides for every second weekend off and no more than 4 scheduled consecutive twelve (12) hour tours. Days off shall be on the basis of no less than two (2) consecutive days at a time. Three and three quarter (3.75) hour tours may be scheduled for the purpose of balancing tours.

12. CHANGES IN SCHEDULE

Requests for changes in the posted schedule may be granted at the discretion of the Supervisor. Employees requesting changes in scheduled tours will arrange their own replacement from participating employees. The name of the replacement will be provided when the request is made.

Except in emergencies, ten (10) days written notice will be required for a tour change request and no request will be granted which results in an employee working a double tour.

13. SICK LEAVE

When an employee is absent due to illness, he will be paid for the scheduled hours absent to the limit of his sick leave credits.

14. VACATION

A full-time employee who is entitled to two, three, four or five weeks vacation will be paid for seventy-five (75) hours (2 weeks - 10 working days), 112.5 hours (3 weeks - 15 working days), 150 hours (4 weeks - 20 working days) or 187.5 hours (5 weeks - 25 working days) respectively. Vacation scheduling will be in accordance with Article 17:01(e) of the Collective Agreement.

15. PAID HOLIDAYS

The parties agree to waive the provisions of Article 16:03(a). Subject to the provisions of Articles 16:02 and 16:03, when a full-time employee is required to work on a holiday **as** defined in Article 16:01, he will be paid at the rate of time and one-half for the hours worked on that tour. Pay for holidays not worked shall be interpreted to mean the equivalent of seven and one-half (7 1/2) hours at regular straight time rate of pay for full-time employees.

Part-time employees required to work on a statutory holiday as defined under the Employment Standards Act shall be paid at the rate of time and one-half for the hours worked on that tour.

16. CONTINUATION

Continuation of the compressed work week Memorandum of Understanding beyond the initial trial period will be based on the results of the evaluation according to the Criteria listed below and on demonstrated support for continuation of the programme by at least ninety (90) percent of the participating employees in individual departments as determined by a secret ballot.

Should the parties agree to continue the compressed work week programme, the evaluation process will continue on an on-going basis according to the established criteria. The continued programme may be terminated by either party giving thirty (30) days notice to the other and after discussion between the parties. The programme will not be terminated until the currently posted schedule is completed. The Department shall revert to the schedule which existed prior to implementation of the Compressed Work Week Programme.

Reversion to a normal schedule will not be the subject of a grievance.

CRITERIA FOR ASSESSMENT
OF COMPRESSED WORK WEEK

Assessments will include:

- Review of standards of patient care
- Incident reports and W.C.B. claims
- Absenteeism and paid sick time
- Overtime scheduling incidents and problems incurred with relief staffing
- Attendance at in-service education sessions held on duty and ~~off~~ duty time
- Turnover rate and reasons
- Scheduled evaluations (at end of 6, 12, 16 and 20 weeks)
- Tabulation of comments from patients, physicians and other Hospital departments

All other conditions contained in the Collective Agreement will remain in force and effect.

The parties agree to abide by the Terms of Reference.

Dated at Peterborough, Ontario on October 16, 1990

FOR THE HOSPITAL

Phillip Day

M. Sanderson

FOR THE UNION

Wayne Withers

Bob Braley

Carl Robbins

LETTER OF UNDERSTANDING

between

THE PETERBOROUGH CIVIC HOSPITAL

and

C.U.P.E., LOCAL #19

Upon Ministry approval of the Hospital's application to participate in an advanced life support programme, and subject to the following conditions, eligible employees will be paid a premium for successful completion and maintenance of Advanced Life Support certification.

Subject to endorsement by the Hospital's Board of Directors, Ambulance Service employees who are qualified to provide Arrhythmia Recognition and Defibrillation services will be compensated at the rate of \$900.00 per year.

Compensation for current A.L.S. Certification will be made in bi-weekly payments of **\$34.62** for full-time employees and pro-rated to **\$3.46** per full **shift** for part-time employees. This compensation is for regular hours only and is not used in the calculation of any premium hours. Should the Hospital provide other "para-medical" services in the future, eligible Ambulance Service employees will be paid according to the following schedule:

1. An allowance of \$300.00 per annum for provision of intravenous and pneumatic anti-shock garment skills.
2. \$900.00 per annum for provision of intravenous and drug skills.
3. \$900.00 per annum for provision of advanced airway skills.

Signed at Peterborough this thirtieth day of January 1989.

FOR THE HOSPITAL

David Lew _____

Dan Collins _____

Phillip Day _____

FOR THE UNION

Helen Daly _____

Bob Braley _____

Carl Robbins _____

Chairman, Negotiating Committee
CUPE, Local #19
Peterborough Civic Hospital

RE: Letter of Intent related to the Collective Agreement between Peterborough Civic Hospital and Canadian Union of Public Employees, Local #19

In accordance with the Memorandum of Agreement signed by the parties this date, this will serve as advice of the Hospital's intent in relation to certain provisions of Article G (1) of the Local Collective Agreement as follows:

- (1) That the system of scheduling in the Housekeeping Department will be revised to provide that the afternoon shift will be regularly and continuously staffed by Attendants and Aides who either volunteer for that shift or who are specifically hired for that shift and/or who are the employees with the least seniority, in that order, to the extent required to provide the staffing levels established for that shift. It is understood that any employee who is assigned to work the afternoon shift, in accordance with the above provisions, may only be transferred to the day shift when a vacancy exists on the day shift. Such vacancy will be posted within the Department and employees wishing to be considered for the transfer must apply in writing in accordance with the criteria of Article 9:05.
- (2) That when hereafter the Hospital and the Union agree to establish a compressed work week schedule in specified Departments or Nursing Units, the parties will prepare and sign a separate Memorandum of Understanding to provide for the necessary adjustments to the Collective Agreement related to scheduling of hours of work, vacation, holidays, leaves of absence, premium payments, etc.

The provisions of this letter will continue in effect from year to year unless the parties agree to amend or delete such provisions.

Original signed by:

J. P. Grady
Director of Personnel
and Community Relations.

February 1, 1979

LETTER OF INTENT

Where the Hospital is required under the terms of the Collective Agreement to provide uniforms to Registered Nursing Assistants, it is the intention of the Hospital to provide a choice of dress or pant-suit style uniforms.

Registered Nursing Assistants will be afforded the choice of styles at the time that currently issued uniforms require replacement.

J. M. Coghlan
Assistant Executive Director

15 October 1987

LETTER OF INTENT

The parties agree that:

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

may be matters for discussion at Labour Management meetings.

The parties **will** meet, at the request of either Management or the Union, within ninety (90) days of the signing of this Collective Agreement to discuss these matters.

LETTER OF UNDERSTANDING

between

PETERBOROUGH CIVIC HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #19

Regarding the classifications listed in Schedule A of the Collective Agreement, it is agreed and understood that the Negotiating Teams will discuss the issue of rates of pay and classifications for Maintenance Mechanics and Skilled Trades within six (6) months of the signing of this Agreement. Any dispute arising from this process will be arbitrable.

By affixing our signatures hereto, we agree to the foregoing.

Dated at Peterborough this 26th day of October, 1992.

FOR THE HOSPITAL

FOR THE UNION

J. M. Coghlan _____

Wayne Withers _____

P. G. Day _____

Bob Braley _____

Edward McLean _____

Carl Robbins _____

Tony Angione _____

Randy Millage _____

C.U.P.E.SCHEDULE ASeptember 29, 1991

<u>CLASSIFICATION</u>	<u>PROBATION RATE</u>	<u>AFTER PROBATION</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>
Nursing Orderly	13.97	14.23	14.51	14.87
Pharmacy Attendant	13.39	13.77	14.15	-
Reg. Practical Nurse	14.42	14.70	14.98	15.32
Non-Reg. Practical Nurse	13.44	13.75	14.02	14.34
S.P.D. Lead Hand	14.61	15.00	15.47	-
S.P.D. Attendant	13.39	13.77	14.15	-
S.P.D. Aide	13.39	13.78	14.15	-
Cook	14.12	14.43	14.72	15.03
Cook Asst.	13.54	13.97	14.42	-
Dietary Lead Hand	13.81	14.19	14.67	-
Dietary Worker, Nights	12.95	13.29	13.69	-
Dietary Attendant	13.39	13.77	14.15	-
Dietary Aide	13.27	13.57	13.94	-
Housekeeping Lead Hand	13.81	14.19	14.67	-
Housekeeping Attendant	13.39	13.77	14.15	-
Housekeeping Aide	13.27	13.57	13.94	-
O.R. Aide	13.39	13.78	14.15	-
Linen Room Aide	13.39	13.77	14.15	-
Ambulance Dispatcher	15.61	15.86	16.16	16.43
Ambulance 1st Class	15.96	16.23	16.52	16.84
Ambulance 2nd Class	14.98	15.32	15.72	-
Ambulance Senior Attd	17.06	17.35	17.69	18.04
Lab & Autopsy Asst.	13.71	14.13	14.56	15.08
Resp. Tech. Attendant	13.45	13.77	14.15	-
Lead Hand, Construction	18.32	18.64	19.03	19.36
Refrig. Mechanic	16.98	17.33	17.71	18.09
Electrician	16.98	17.33	17.71	18.09
Carpenter	16.61	16.92	17.28	17.65
Maintenance Mechanic	16.43	16.76	17.14	17.45
Maint. Mechanic Helper	14.37	14.69	15.01	15.32
Groundskeeper	14.00	14.35	14.71	15.05
Painter	15.98	16.31	16.58	16.89
Maintenance Helper	13.62	14.05	14.44	-
Resp. Tech. Aide	13.50	13.89	14.26	-
Physio Assistant	14.42	14.70	14.98	15.32
Baker	13.39	13.77	14.15	-
Printer	14.89	15.23	15.58	15.94
O.R. Attendant	13.98	14.35	14.74	-
Senior Autopsy Assistant	16.43	16.76	17.14	17.45
Senior Groundskeeper	14.89	15.23	15.58	15.94
Lead Hand, Elect./Mech.	18.32	18.64	19.02	19.36

C.U.P.E.

SCHEDULE A

September 29, 1992

CLASSIFICATION	<u>PROBATION RATE</u>	<u>AFTER PROBATION</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>
Nursing Orderly	14.25	14.51	14.80	15.17
Pharmacy Attendant	13.66	14.05	14.43	
Reg. Practical Nurse	14.71	14.99	15.28	15.63
Non-Reg. Practical Nurse	13.71	14.03	14.30	14.63
S.P.D. Lead Hand	14.90	15.30	15.78	-
S.P.D. Attendant	13.66	14.05	14.43	-
S.P.D. Aide	13.66	14.06	14.43	-
Cook	14.40	14.72	15.01	15.33
Cook Asst.	13.81	14.25	14.71	
Dietary Lead Hand	14.09	14.47	14.96	-
Dietary Worker, Nights	13.21	13.56	13.96	-
Dietary Attendant	13.66	14.05	14.43	-
Dietary Aide	13.54	13.84	14.22	
Housekeeping Lead Hand	14.09	14.47	14.96	-
Housekeeping Attendant	13.66	14.05	14.43	
Housekeeping Aide	13.54	13.84	14.22	-
O.R. Aide	13.66	14.05	14.43	-
Linen Room Aide	13.66	14.05	14.43	-
Ambulance Dispatcher	15.92	16.18	16.48	16.76
Ambulance 1st Class	16.28	16.55	16.85	17.18
Ambulance 2nd Class	15.28	15.63	16.03	-
Ambulance Senior Attd.	7.40	17.70	18.04	18.40
Lab & Autopsy Asst.	3.98	14.41	14.85	15.38
Resp. Tech. Attendant	3.72	14.05	14.43	-
Lead Hand, Construction	8.69	19.01	19.41	19.75
Refrig. Mechanic	7.32	17.68	18.06	18.45
Electrician	7.32	17.68	18.06	18.45
Carpenter	16.94	17.26	17.63	18.00
Maintenance Mechanic	16.76	17.10	17.48	17.81
Maint. Mechanic Helper	14.66	14.98	15.31	15.63
Groundskeeper	14.28	14.64	15.00	15.35
Painter	16.30	16.64	16.91	17.22
Maintenance Helper	13.89	14.33	14.73	-
Resp. Tech. Aide	13.77	14.17	14.55	-
Physio Assistant	14.71	14.99	15.28	15.63
Baker	13.66	14.05	14.43	-
Printer	15.19	15.53	15.89	16.26
O.R. Attendant	14.71	14.99	15.28	15.63
Senior Autopsy Asst.	16.76	17.10	17.48	17.80
Senior Groundskeeper	15.19	15.53	15.89	16.26
Lead Hand, Elect./Mech.	18.69	19.01	19.40	19.75

Dated at, *PSO* Ontario, this *20th* day of *October* 1995

FOR THE LOCAL UNION

[Signature]
Edward McLean
[Signature]
Lynne Gibson
Barbara Smith

FOR THE HOSPITAL

[Signature]
Margaret Traynor
[Signature]
[Signature]
[Signature]