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NO. OF EMPLOYEES	168		
NOMBRE D'EMPLOYÉS	R.W.		

COLLECTIVE AGREEMENT

BETWEEN :

PETERBOROUGH CIVIC HOSPITAL, Peterborough
 (hereinafter called the "Hospital")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
 AND ITS LOCAL 345
 (hereinafter called the "Union")

JANUARY 1, 1990 TO DECEMBER 31, 1990.

THIS AGREEMENT is made and entered into this day of , 1990.

BETWEEN:

PETERBOROUGH CIVIC HOSPITAL, Peterborough
(hereinafter called the "Hospital")

OF THE FIRST PART

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 345
(hereinafter called the "Union")

OF THE SECOND PART

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ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory conditions of employment as set out herein, and to provide for the means of prompt settlement of Grievances and final settlement of disputes.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Hospital recognizes the Ontario Public Service Employees Union as the sole and exclusive bargaining agent for all office and clerical employees, employed by the Hospital in the City of Peterborough, save and except Supervisors and persons above the rank of Supervisor, Secretary to Executive Director, Secretary to Director of Clinical Services, Secretary to Director of Personnel, Secretary to Director of Patient Care Services, Secretary to Director of Hospital and Financial Services, Executive Secretary - Medical Affairs, Personnel Clerk (1), students employed during the school vacation period, persons covered by existing Collective Agreements.

2.02 Regular Part-time, Temporary Part-time and Temporary Full-time Employees

Regular part-time employees, for the purpose of this Agreement, shall mean a person who regularly works less than the normal weekly hours as specified in this Agreement. The part-time complement of the bargaining unit shall at no time exceed that of the full-time complement.

A temporary part-time employee, for the purposes of this Agreement, shall mean a person who is employed on a temporary basis and for a predetermined period of less than the normal weekly hours to a maximum period of six (6) calendar months. This shall be confirmed in writing prior to the commencement of employment. Notwithstanding the foregoing, the six (6) calendar month period may be extended **by** mutual agreement between the parties.

A temporary full-time employee, for the purposes of this Agreement, shall mean a person who is employed on a temporary basis and for a predetermined period of the normal weekly hours to a maximum period of six (6) calendar months. This shall be confirmed in writing prior to the commencement of employment. Notwithstanding the foregoing with regards to a temporary full-time employee, the six (6) calendar month period may be extended by mutual agreement between the parties when applied to the provisions of Article 11.09.

All regular part-time, temporary part-time and temporary full-time employees shall receive the rates of pay and employee benefits as provided in the appropriate sections of this Agreement.

The Hospital agrees that no person shall be employed on a casual basis.

2.03 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, and provided that the performing of the aforementioned duties, in itself, does not reduce the hours of work or pay of any employee.

2.04 Contracting Out

The Hospital will not contract out any work with the objective of effecting a lay-off or reducing the regular hours of any employee in the bargaining unit.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 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 this 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, lay-off 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 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 Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

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

ARTICLE 4 - NO DISCRIMINATION

4.01 The Hospital and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised on employees of the Hospital by either party or their representatives or members in matters affecting the terms of the Agreement or because of an employee's membership or non-membership in the Union. The Union agrees that there will be no Union activity, solicitation for membership or collection of dues or meetings on the Hospital's premises, except as expressly permitted by the Hospital or as otherwise provided in the Collective Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The parties agree that there will be no strikes or lockouts during the duration of this Agreement.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 All Bargaining Unit employees will be required to pay regular monthly Union dues, or an amount equivalent thereto, to the Union. Upon hire, all employees will sign an authorization card to allow for such deduction. The amounts so deducted will be remitted to the Secretary-Treasurer, O.P.S.E.U., 1901 Yonge Street, Toronto, Ontario, before the 15th day of the month following the month in which the deductions were made, accompanied by a list of the names, S.I.N.'s, classifications and addresses of employees from whose wages the deductions have been made. A copy of this list will be supplied by the Hospital to the Secretary of Local 345, O.P.S.E.U.

6.02 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.

6.03 In order that the Hospital may have definite instructions as to the amount to be deducted for the above purpose, it is agreed that the Union shall promptly inform the Hospital in writing, over the signature of the Secretary-Treasurer, of the amount of the deduction to be made by the Hospital for regular monthly Union dues in accordance with the foregoing and the Hospital shall have the right to continue to rely on such written notification until it receives other written notification from the Union signed with the same formality. The Union notification to the Hospital shall be forwarded one (1) month prior to any change in the amount(s) of such Union dues becoming effective.

ARTICLE 7 - UNION OFFICERS & COMMITTEES

7.01 Officers of the Union

The Hospital acknowledges the right of the Union to appoint or otherwise select officers. The Union agrees to supply the Hospital in writing with the names of officers, committee members and stewards and of any changes thereto when they occur.

7.02 Negotiating Committee

The Hospital acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees. No more than one (1) employee from any one (1) functional work unit shall be on said committee. The Hospital agrees to recognize and deal with the said committee with respect to any matter which properly arises from time to time.

7.03 Grievance Committee

The Hospital acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not more than three (3) employees including the Chief Steward.

The Hospital agrees to forward to the Chief Steward of the Local a copy of any letter of reprimand, discipline or dismissal given to any employee covered by this Collective Agreement. Any such letter and other relevant documentation excluding performance appraisals shall be removed from the employee's personnel file after a period of two (2) years provided that the employee's record has been discipline free for such two (2) year period.

7.04 The Union acknowledges that members of committees or officers, as provided for above, if employees of the Hospital, shall continue to perform their regular duties on behalf of the Hospital and shall not leave their regular duties without the permission of their supervisors. Permission shall not be unreasonably withheld.

by the Hospital at their regular rate of pay for such time spent in Collective Bargaining up to and including the conciliation stage. Compensation will not be allowed for time spent outside the employee's regular working hours.

7.06 Assistance of the Union

The committees and the officers as provided for above, may have the assistance, at the discretion of the Union, of representatives, or of other employees or officers of the Provincial Union.

7.07 Qualification of Members of Committees

It is mutually agreed that a new employee will not be eligible to serve as a member of the Negotiating or the Grievance Committee until after she has completed the probationary period.

7.08 Union Management Co-operation Committee

Establishment of Committee:

A Labour Management Co-operation Committee shall be established consisting of three (3) representatives of the Union, one who may be the Staff Representative and three (3) representatives of the Hospital. The Committee shall enjoy the full support of both parties in the interests of maximum service to the public.

Function of Committee:

The Committee shall concern itself with *the* following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Hospital and the employees.
- (2) Increasing operating efficiency.
- (3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (4) Correcting conditions making for grievances and misunderstandings.

ARTICLE 8 - COMPLAINTS AND GRIEVANCES

8.01 It is the mutual desire of the parties hereto that complaints of employees regarding the application, interpretation or administration of this Collective Agreement shall be adjusted as quickly as possible.

- (a) An employee has no Grievance until she has given her supervisor an opportunity to adjust her complaint.
- (b) All complaints shall be in writing. The written reply to such complaint shall be given within five (5) days.
- (c) No Grievance may be considered or submitted to arbitration unless it has been filed within fourteen (14) days of the alleged circumstances giving rise to the Grievance. Where the Grievance relates to compensation for hours worked, the duration for filing the Grievance shall run from the day the Grievor received her pay from the Hospital.
- (d) The parties may, by mutual consent expressed in writing, extend any of the time limits set out in the grievance procedure. In calculating the time limits, day's off, Saturdays, Sundays or paid holidays shall not be counted.
- (e) In the event an employee is required to attend a meeting with the employee's supervisor which is of a disciplinary nature, the employee shall have the right to be accompanied by a Union Steward.

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8.02 Grievance Procedure

Step No. 1

If an employee is satisfied that she has a grievance, she shall present such grievance to her immediate supervisor, and she may have the assistance of her representative if she so desires. If a settlement, satisfactory to the employee, is not reached within three (3) days, then the second step of this grievance procedure may be invoked, but only within a subsequent period of three (3) days.

Step No. 2

The grievance shall be reduced to writing and submitted to the Grievance Committee who may take the matter up with the immediate supervisor's superior. This person shall give his/ her reply in writing within a period of five (5) days. Failing a satisfactory settlement, the Grievance Committee may invoke the third step of the grievance procedure, but only within a subsequent period of five (5) days.

Step No. 3

The Grievance Committee shall meet with and present the written grievance to the Executive Director of the Hospital or his designate, and a written decision shall be rendered within ten (10) days from the date of his receipt of the grievance. Failing a satisfactory settlement, the Grievance Committee may submit the matter to arbitration, but only within a subsequent period of ten (10) days.

8.03 Arbitration

- (a) If a grievance is not settled through the grievance procedure set forth in Article 8.02 above, either party may submit the dispute to binding arbitration by notifying the other party by registered mail, with a formal statement of the Grievance, within the time limit set forth in Article 8.01 (b) or as extended under Article 8.01 (c). The party giving notice shall, at the same time, designate to the other party its nominee to a Board of Arbitration. Within seven (7) days after the receipt of such notice, the party to whom it is directed shall likewise advise the notifying party of its nominee. If the party receiving notice fails to appoint an arbitrator within seven (7) days, the appointment shall be made by the Minister of Labour.
- (b) The nominees of the parties shall thereupon confer in an attempt to agree upon a Chairman. If they have not so agreed within seven (7) days of the appointment of the last of them, the Ministry of Labour of Ontario shall be asked to name an impartial Chairman.
- (c) The decision of this Arbitration Board shall be final and binding upon the parties. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board, and in the absence of a majority decision the decision of the Chairman shall be accepted as the decision of the Board.

- (d) An Arbitration Board is not authorized to alter, modify, amend or add to any part of this Agreement.
- (e) No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the Grievance.
- (f) Each party shall be responsible for the expenses of its nominee and an equal share of the fees and expenses of the Chairman.
- (g) The conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to work areas to view operations and to confer with the necessary witnesses.
- (h) Notwithstanding the provisions of the foregoing sections (a) to (g) inclusive, either party may avail themselves of the provisions of the appropriate section of the Ontario Labour Relations Act regarding the appointment of a single arbitrator.

8.04 Special Grievances

- (a) Employees shall be discharged only for just cause. A claim by an employee that he has been discharged without just cause shall be treated as a Grievance if a written statement of such Grievance is lodged with the Executive Director or his designate, within three (3) working days of discharge.
- (b) Such Special Grievances may be settled by confirming the Hospital's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration if the matter is submitted to a Board.

8.05 Management Grievance

It is understood that the Hospital may bring forward at any meeting with the Grievance Committee any difference as to interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been violated, and that if such difference or allegation is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as a Grievance of an employee.

8.06 Union (Policy) Grievance

In the event of a dispute involving a question of application or interpretation of this Agreement, and which could not otherwise be resolved by a Grievance of an employee (or a group of employees), the Union may commence proceedings at Step No. 2 of the grievance procedure.

ARTICLE 9 - SENIORITY

9.01 Seniority is defined as the length of service with the Hospital. Except as provided in Article 9.04, for the purposes of determining preference or priority for promotions, transfers, demotions, layoffs and recall, seniority shall be defined as length of service in a position covered within the Bargaining Unit, regardless of the department or classification an employee may have been in from time to time.

Part-time and temporary full-time employees shall accrue seniority based on their hours of work.

9.02 Seniority Lists

The Hospital shall prepare and maintain seniority lists (full-time and part-time) which shall be posted in January of each year. A copy of the seniority lists shall be made available to the Local President;

9.03 Probation

A new full-time employee shall be on probation until she has worked for a period of three (3) months. The Hospital may, at its discretion, extend the probationary period up to an additional three (3) months, in which case the employee and the Union shall be advised of the extension at or prior to the end of the initial three (3) months at which time the employee shall also be advised of the reasons therefor.

A new part-time employee shall be on probation until she has worked for a period of four hundred and ninety hours (490) of accumulated service or six consecutive months (6 months), whichever comes first, with no extension of this probationary period.

If retained after the probationary period, such employee's seniority will commence from the day she commenced work.

No grievance will be filed or entertained as to the discharge of a new employee who has not completed her probationary period.

9.04 Supervisory Positions

The appointment or selection of employees for supervisory positions, or for any other position not subject to this Agreement, is not governed by this agreement, but if any employee is so transferred or appointed and later is transferred back to a position which is governed by this Agreement within a period of up to six (6) months from the appointment to the supervisory position, then the seniority which she has accumulated in such supervisory position or any other position shall be counted as service in the position governed by this Agreement.

9.05

(a) Seniority Applied to Layoffs and Recalls

Layoff of employees shall be made on the basis of the seniority lists provided that the employees who are entitled to remain on the basis of seniority are willing and qualified to do the work which is available. When recalling employees who have been laid off, the recall will also be made on the basis of seniority, qualifications and suitability. Employees re-engaged on the basis of such recall shall be credited with their seniority as of the date of lay-off and shall not accumulate seniority during the period of layoff.

(b) Notice of Layoff

In the event of a proposed layoff at the Hospital of a permanent or long term nature, i.e. thirty days or more, the Hospital will:

- 1) Provide the Union with no less than 30 calendar days notice of such layoff, and
- 2) Meet with the Union through the Union-Management Co-operation Committee to present the following:
 - i) the reason causing the layoff,
 - ii) the service the Hospital will undertake after the layoff,
 - iii) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Union-Management Cooperation Committee to present the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Hospital and the Union resulting from the above presentation concerning the method of implementation will take precedence over other terms of layoff in this agreement. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

(c) Benefits on Layoff

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

The employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium cost of a benefit or benefits for up to three months following the end of the month in which the layoff occurs. Such arrangement can be made through the Personnel Office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

(d) Bumping Procedure

An employee who has completed his probationary period and who is subject to lay-off as a surplus employee, shall have the right to displace an employee who shall be identified by the Hospital in the following manner and sequence:

(i) The Hospital will identify the employee with the least seniority in the same grade in which the surplus employee is presently working and if such employee has less seniority than the surplus employee, he shall be displaced by the surplus employee provided that the surplus employee is, in the opinion of the Hospital, qualified to perform the work.

(ii) If no employee in the same grade has less seniority than the surplus employee, the Hospital will identify the employee in the grade immediately below the grade in which the surplus employee is presently working who has the least seniority and if he has less seniority than the surplus employee, he will be displaced by the surplus employee, provided that the surplus employee is, in the opinion of the Hospital, qualified to perform the work.

(iii) Failing displacement under (i) or (ii) the Hospital will review the grades in descending order until a grade is found in which the employee with the least seniority in the grade has less seniority than the surplus employee. In that event such employee will be displaced by the surplus employee provided that the surplus employee is, in the opinion of the Hospital, qualified to perform the work.

(iv) Where no displacement is possible under Section (d) or where the employee chooses not to exercise those rights, he shall be laid off.

(v) An employee who is displaced by an employee who exercises his right under Section (d) shall be declared surplus and the provisions of Section (d) shall apply.

9.06 Loss of Seniority

Seniority rights and an employee's employment shall be terminated if:

- (a) She leaves of her own accord;
- (b) She is discharged and such discharge is not reversed through the grievance procedure;

- (c) She is laid off continuously for a period equal to her seniority at the time of her layoff to a maximum of twenty-four (24) months;
- (d) She fails to return to work within fifteen (15) calendar days of receipt of a notice of recall which shall be addressed by the Hospital to her last address on record with the Personnel Department and sent by Registered Mail;
- (e) She fails to return to work upon the expiry of an approved leave of absence, unless such is not reasonably possible.

9.07 Transfer of Seniority

Effective January 1, 1990, an employee who transfers from full-time to part-time will have her seniority hours calculated on the basis of seventeen hundred and twenty-five hours (1725) for one (1) year of service.

Effective January 1, 1990, an employee who transfers from part-time to full-time will have her seniority date calculated on the basis of seventeen hundred and twenty-five hours (1725) for one (1) year of service.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Job Postings

When a vacancy occurs or a new position is created, other than a temporary vacancy of sixty (60) calendar days or less, which is within the scope of this Bargaining Unit, the Hospital shall post notice of the position on the Union Bulletin Board for a minimum of seven (7) calendar days, so that all employees will know of the vacancy or new position. Such notice will remain posted until sixteen hundred hours (1600) on the seventh day. Applications for such position will be received in writing by the Personnel Office. It is understood and agreed that such temporary vacancies will be offered to present part-time qualified employees on a priority basis.

The President of the Union shall be notified in writing within five (5) days of the commencement of such assignment regarding the name of the employee and the expected duration. A copy of the Hospital's Personnel Action Form detailing the name of the appointee and the terms of the appointment shall satisfy the obligation to provide notice.

10.02 Information in Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

10.03 Present employees will be given preference and priority in consideration of applications for any vacancy or new positions.

10.04 (a) Role of Seniority in Promotions and Transfers

Promotions to classifications with higher pay or transfers to other positions in the same or equivalent classification within the Bargaining Unit will be based on skills, ability, experience and qualifications of the employees concerned but as between two persons of approximately equal standing based on the above factors, seniority will govern.

10.04 (b) Seniority Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) calendar days. It is agreed that this period may be extended by a further period the length of which shall be mutually agreed to between the employee and the Hospital provided that such further period shall not exceed thirty (30) calendar days. Conditional upon satisfactory service the employee shall be declared permanent after the period of thirty (30) calendar days, or such further period to which the parties have agreed. Where an employee and the Hospital have agreed to an extended trial period, the Union shall be notified of the fact. In the event the successful applicant, in the opinion of the Hospital, is unable to satisfactorily perform all the duties and responsibilities of the new job, or the employee elects to return to her former job, she shall be returned to her former position without loss of seniority, at the wage or salary rate of her former position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position without loss of seniority, at the wage or salary rate of her former position.

10.05 Notification to Employees and Local Union President

Within seven (7) calendar days of the date of appointment to a vacant position the successful applicant shall be notified and this name shall be added to the job posting which will remain posted for a further period of seven (7) calendar days. The unsuccessful applicants will be so notified individually. The Local Union President shall be notified of all layoffs, recalls and terminations of employment.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 The Hospital may grant a leave of absence with or without pay, without loss of seniority and without loss of occupational classification to an employee who requests such leave for good and sufficient cause. Except in an emergency, such a request is to be submitted to the Department Head at least twenty (20) calendar days in advance.

11.02 (a)

Leave of absence without pay and without loss of seniority may be granted, upon written request to the Hospital, to employees who in the opinion of the Hospital are readily replaceable and who are elected or appointed to represent the Union at meetings or conventions. Such leave shall not be unreasonably withheld.

11.02 (b)

When an employee is elected as the Union's President or First Vice-President (Provincially) the Union will immediately following such election advise the Hospital of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Hospital the amounts paid on behalf of the employee, including pay and benefits.

Where an individual of the bargaining unit is elected or appointed as an Executive Board Member or an Executive Officer, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. Such positions shall be limited to two (2) members from the Hospital with no more than one individual from within a section/division within a Department.

The Union will reimburse the Hospital for salary and benefits paid on such leave to a member elected to the positions expressed above.

11.03 Employees requesting Union leave of absence shall provide advance written notice of twenty (20) calendar days. However, in recognition that certain Union meetings may be called on short notice the Hospital will endeavour to make the representative(s) available and the employee(s) involved will cooperate in endeavouring to arrange shift coverage with other employees.

11.04 If an employee is granted a leave of absence without pay as herein provided, he shall retain the seniority that he had at the commencement of such leave but shall not accrue seniority beyond thirty (30) calendar days for such leave.

During any unpaid leaves of absence, as herein provided, an employee shall not accrue any of the monetary benefits as provided in the Collective Agreement where such leave of absence extends beyond a period of thirty (30) calendar days.

11.05 Maternity Leave

- (a) Maternity Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The service requirement for eligibility for maternity leave shall be 12 months of continuous service.
- (c) The employee shall give written notification one month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.
- (d) The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least four (4) weeks prior to the termination of the

initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.

- (e) It is understood that during a maternity leave 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, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

- (f) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in (c) or (d) above by written notification received by the Hospital at least two weeks in advance thereof.

This employee shall be reinstated to her former position if available, or given a comparable position at not less than her wages when she began her leave of absence.

- (g) When persons are hired to replace employees who are on approved maternity leave, the period of employment of such persons will not exceed the maternity 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, upon completion of the temporary assignment for which they were hired, 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, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

- (h) Part-time employees :

If a maternity leave is granted by the Hospital, an employee who is granted such leave shall not lose her seniority and shall accumulate seniority on the basis of what her normal regular hours of work would have been. Regular hours worked will be calculated on the average of hours worked over the fifty-two (52) week period immediately preceding the maternity leave.

When an employee decides to return to work after maternity leave, she shall provide the Hospital with at least two weeks notice. The employee shall be reinstated to her former position if available, or given a comparable position at not less than her wages when she began her leave of absence.

- (i) Supplemental UIC benefit applicable to full-time employees and regular part-time employees.

An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

11.06

- (a) Where an employee, with at least one (1) year of continuous service qualifies to adopt a child, such employee will be granted a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.

It is understood that during any such leave, credit for service or seniority for the purpose of salary increment, vacations, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended during such leave and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he or she is participating for the period of absence.

- (b) An employee on return from adoption leave shall be reinstated in the former position held at the time of commencing such leave or in a comparable position in the same classification within the Hospital.

11.07 Bereavement Leave

- (a) An employee who suffers the loss of an immediate relative shall be granted up to three (3) consecutive days' leave of absence without loss of wages. An immediate relative shall mean mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse,

common law spouse (as defined in Family Law Reform Act and Guide), son, daughter, grandparent, grandchild, or such other relatives as may have been a member of the employee's household at the time of death.

Only such time as is required on days which the employee would otherwise have been scheduled to work shall be paid for. Such an employee will be expected to notify her supervisor as soon as possible of her need for such a leave of absence.

- (b) An employee who suffers the loss of a spouse's grand-parent shall be granted up to one (1) day's leave of absence without loss of wages in order to attend the funeral.
- (c) An employee may apply for a leave of absence, without pay, if additional time off is required.

11.08 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law 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 she will be required to attend 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.
- (d) an employee required to attend court regarding a Hospital related case, as provided above, on her scheduled day off will be paid one and one-half (1 1/2) times her regular straight time rate of pay for such day.

11.09 Extended Sick Leave of Absence

An employee absent because of non-compensable illness or accident who has exhausted her sick leave credits may, upon written application, be granted a leave of absence without pay and without loss of seniority, up to a maximum of one (1) year during which time the employee will notify the Hospital that she has recovered from such illness or accident, and she will be reinstated in her former position.

11.10 Personal Leave

Where, because of personal circumstances, an employee establishes the necessity therefore to the satisfaction of the Supervisor, such employee will be permitted up to three (3) days off without pay during each year of the contract. Except

in an emergency, the employee will give the Hospital two (2) weeks notice and no more than two (2) days may be taken consecutively. Such days may not be taken in conjunction with vacation.

ARTICLE 12 - HOODIP

12.01 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 transfer with three months or more service shall be deemed to have three months of service. At January 1st, 1989, all current employees shall be deemed to have twelve months of service in the plan.

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

12.03 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:

- a) at the employee's option, 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
- b) 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.
- c) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and she shall be entitled, on termination, to that portion of any unused sick leave days providing she subsequently achieves the necessary service to qualify her for pay-out under the conditions relating to such pay-out.

12.04 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.

12.05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

12.06 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.

12.07 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Hospital upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or layoff.

12.08 On each pay period, the Hospital will inform each employee of the amount of sick leave to her credit.

12.09 An employee who is unable to report for work due to illness must immediately notify her Department Supervisor's office.

12.10 Workers' Compensation

(a) Where an award is made under The Workers' Compensation Act to an employee, the Hospital will continue hospitalization, medical and life insurance coverage during the full period that the employee is receiving Workers' Compensation.

(b) Where an employee with accumulated sick leave credits is prevented from working for the Hospital because 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 one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. HOODIP accumulated credits may not be used for Workers' Compensation Board top-up.

12.11 Medical Care Leave

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

ARTICLE 13 - HOURS OF WORK/SCHEDULES

13.01 The normal hours of work for all full-time employees shall be one hundred and fifty (150) hours over a four (4) week period being an average of thirty-seven and one-half (37 1/2) hours per week. The normal daily hours of

work shall be seven and one-half (7 1/2) hours per day exclusive of a thirty (30) minute unpaid meal period, unless otherwise agreed between the supervisor and employee(s).

This provision shall not be considered as a guarantee of specific number of hours of work per day or of days of work per week.

The normal hours of work per week for regular part-time employees shall vary in accordance with their terms of hire but shall be no less than four (4) hours per day unless otherwise agreed to by the employee.

13.02 Paid Rest Period

An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a work day. When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will allocate a rest period of fifteen (15) minutes duration.

13.03 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 their 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 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 (1 1/2) her regular wage rate for work performed on the first shift change where less than forty-eight (48) hours notice is given personally to such employee.

13.04

- (a) For all full-time employees, the Hospital will schedule an average of one (1) consecutive Saturday and Sunday off every twelve (12) days and the Hospital will schedule no more than eight (8) consecutive days of work and schedule days off on the basis of two (2) consecutive days at a time.
- (b) Daily working hours shall be scheduled on a consecutive basis. A period of at least twelve (12) consecutive hours off shall be scheduled between tours of duty, unless otherwise agreed to by the employee.
- (c) There will be no split shifts.

13.05 An employee will be expected to make her own arrangements for any change in her scheduled shifts. A request for a change in a posted schedule must be submitted in writing at least five (5) calendar days prior to the date of the change and co-signed by the employee willing to exchange shifts and it is understood that such change, when initiated by the employee and approved by the Hospital, shall not result in any overtime compensation to the employees' involved.

13.06 Call Back

An employee who is called to work after leaving the Hospital premises and outside of her regular scheduled hours shall be paid a minimum of no less than three (3) hours pay at time and one-half (1 1/2) her regular straight time hourly rate for work performed on each such call-in except that when the employee is called in to work one (1) hour or less immediately prior to the commencement of her next scheduled shift, she will be paid the overtime rate for all time worked prior to the commencement of her regular shift.

13.07 Stand-by

An employee required to stand-by or remain available for call-back on other than regularly scheduled hours shall be paid at the rate of two dollars and ten cents (\$2.10) per hour of stand-by time. When an employee is called in to work the stand-by allowance earned for that shift shall cease.

13.08 Transportation Allowance for Call-Back

The Hospital agrees that employees who are called back to work will be paid at the Hospital's established mileage rate up to a maximum of ten dollars (\$10.00) per round trip as a transportation allowance when the employee uses a personal motor vehicle or billed taxi fare not to exceed a maximum of ten dollars (\$10.00) per round trip upon presentation of a receipt.

13.09 Shift Premium

The Hospital will pay to each employee a premium of forty-five cents (45 cents) per hour, i.e. three dollars and thirty-eight cents (\$3.38) per full shift for working on an evening shift, or night shift, i.e. any shift which ends between 2000 and 0800 hours.

ARTICLE 14 - OVERTIME

14.01 Authorized overtime will be paid for at the rate of one and one-half (1 1/2) times the employee's basic regular hourly rate of pay for hours worked:

- (a) in excess of seven and one-half (7 1/2) hours per day subject to Article 14.02,
- (b) in excess of eight (8) consecutive days where shift work is involved, or
- (c) on the third and any subsequent weekend until a weekend off is effected by full-time employees, and
- (d) in excess of thirty-seven and one-half (37 1/2) hours per week unless covered by the provisions of (b) above,
- (e) in excess of one hundred and fifty (150) hours in a four (4) week period,

- (f) during the period before the twelve (12) consecutive hours time allowed for shift changes has expired unless otherwise agreed to by the employee.

14.02 Overtime shall not be claimed or paid for work performed during the first fifteen (15) minutes following the completion of the seven and one-half (7 1/2) hour work day, nor shall it be claimed for additional hours worked as a result of a change over from daylight-saving to standard time or vice-versa.

14.03 Time Off In Lieu of Overtime

- (a) Instead of cash payment for overtime, an employee may choose to receive time off at time and one-half (1 1/2). Employees must notify the Supervisor as to whether they want to receive payment for overtime or wish to accumulate time.
- (b) ~~When~~ an accumulation of 37.5 hours is reached, an employee is required to make arrangements to take some or all accumulated time. Normally time earned shall be taken within the calendar year, but not later than the following February 1st or she will be automatically paid.
- (c) Employees must be responsible for requesting time off and having it approved by the Supervisor. Such approval shall not be unreasonably withheld.
- (d) Time off will be granted at a mutually agreeable time. Booked vacation takes priority and then accumulated overtime.
- (e) All requests shall be treated on an equitable basis. Emergency requests will be considered on an individual basis.

14.04 Premium pay shall not be duplicated nor pyramided, that is, a premium shall not be paid twice for the same hours worked. 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 change-over to daylight saving from standard time and vice-versa or exchange of shifts by two employees.

ARTICLE 15 - VACATION

15.01

- (a) A full-time employee who has less than one year of continuous service shall be entitled to a vacation with pay, at her regular rate of pay, on the basis of 2.885 hours for each completed pay period of service not to exceed seventy-five (75) hours.
- (b) A full-time employee who has completed one year but less than three years of continuous service shall be entitled to a vacation of ten (10) working days with pay at her regular rate of pay in effect as of the date on which her vacation commenced.

- (c) A full-time employee who has completed three (3) years or more of continuous service shall be entitled to a vacation of fifteen (15) working days with pay at her regular rate of pay.
- (d) A full-time employee who has completed eight (8) years or more of continuous service shall be entitled to a vacation of twenty (20) working days with pay at her regular rate of pay.
- (e) A full-time employee who has completed fifteen (15) years or more of continuous service shall be entitled to a vacation of twenty-five (25) working days with pay at her regular rate of pay.
- (f) A full-time employee who has completed twenty-five (25) years or more of continuous service shall be entitled to a vacation of thirty (30) working days with pay at her regular rate of pay.
- (g) When an employee because of length of service becomes entitled to a longer vacation as provided herein, 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.
- (h) For purposes of calculating part-time vacation entitlement one year of service equals seventeen hundred and twenty-five (1725) hours worked.

15.02 Vacation credits will accrue on a pay period basis. An employee may accrue up to twelve (12) months worth of credit and in very exceptional circumstances, with the prior approval of the Department Head and Administrative Director may accrue up to fifteen (15) months credit.

It is further understood that an employee may take vacation prior to her full accrual of vacation credits, however, on termination or absence from employment according to the terms of Article 11.04 the employee shall be liable to the Hospital for repayment of any vacation which was used but not yet earned by her.

15.03 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive payment for any unpaid vacation credits which have accrued to her date of separation.

15.04

- (a) Vacation schedules shall be posted by April 1st of each year and shall not be changed unless mutually agreed by the Hospital and the employee. If vacation requests are submitted prior to February 15th they shall be granted on the basis of seniority among those employees who applied.
- (b) If, immediately prior to the commencement of vacation, an employee becomes ill, and this illness is confirmed by a doctor's certificate, or if an employee's scheduled vacation is interrupted due to an illness requiring the employee to be an in-patient in a hospital, the affected portion of scheduled vacation shall be cancelled unless otherwise requested by the employee. Such vacation should be rescheduled at a later date that year, at a time mutually agreeable to the Hospital and the employee.

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

(c) Work During Vacation

Should a full-time or regularly scheduled part-time employee who has commenced her scheduled vacation agreed upon, be requested by the hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times her 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 she has so worked.

15.05 Vacation may be taken at any time after the employee has accrued at least six (6) months service. Vacation must be scheduled by the time the employee has accrued twelve (12) months credit unless an extension has been approved in accordance with Article 15.02. No payment will be made by the Hospital in lieu of vacation except in cases of termination of employment as herein provided.

15.06 An employee shall receive all pay due during her vacation period provided that her request is received by the Payroll Office at least three (3) weeks prior to the commencement of her scheduled vacation.

15.07 For purposes of this Article "continuous service" of each employee will be determined in accordance with the provisions of Article 9.01.

15.08 If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional vacation day at a time mutually convenient to the employee and the Hospital.

15.09 Part-time employees covered by this Agreement shall be entitled to a vacation and vacation pay at the rate of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) of gross salary based on the number of years service as provided in 15.01. Vacation pay for part-time employees will be paid on or before the first pay following June 30th of each year.

ARTICLE 16 - HOLIDAYS

16.01 The Hospital recognizes the following as designated paid holidays:

New Year's Day	Civic Holiday (first Monday in August)
Good Friday	
Victoria Day	Labour Day
Canada Day	Thanksgiving Day
	Christmas Day
	Boxing Day

And any other day proclaimed as a stat holiday.

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday and/or the preceding Friday shall be deemed to be holidays for the purpose of this agreement at the discretion of the Hospital.

16.02 In addition to the above designated paid holidays the Hospital will provide each full-time employee who has completed her probation, with three (3) non-premium floating holidays in each calendar year, at a time mutually agreeable to the Hospital and the employee. In the event mutual agreement cannot be reached, the employee shall be allowed to take the floating holidays with her scheduled vacation.

16.03 In order to qualify for payment for each designated holiday, an employee must work her normally scheduled shift both immediately preceding and immediately following the holiday, unless absence on either or both of the said qualifying days is with written permission or due to illness verified by a doctor's certificate, and provided the employee is not on an unpaid leave of absence for the entire pay period in which the holiday falls.

16.04 When any of the above mentioned designated holidays fall on or are observed on an employee's regularly scheduled day off, she will receive an additional day off in lieu with pay at a time mutually convenient to the employee and the Hospital. In the event that mutual agreement cannot be reached, the employee may take the day off in conjunction with her vacation period.

16.05 An employee who is required by the Hospital to work on a designated holiday shall be paid at the rate of time and one-half (1 1/2) the employee's regular hourly rate for all scheduled hours worked on such holiday. In addition, she will be granted a lieu day off at her regular rate of pay at a time mutually agreeable between the employee and her supervisor. In the event mutual agreement cannot be reached, the employee shall be allowed to take the day with her scheduled vacation.

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

16.06 Part-time employees covered by this Agreement shall be entitled to the above designated paid holidays in accordance with the qualification provisions of the Employment Standards Act.

ARTICLE 17 - HEALTH AND LIFE INSURANCE AND PENSIONS

17.01 Hospitalization and Medical Benefits

The Hospital will contribute to the Ontario Health Insurance Plan (OHIP) an amount equal to one hundred percent (100%) of the billed premium at the rate applicable to each full-time employee, commencing from the first of the month following completion of three months' service.

17.02 The Hospital will contribute to a plan for semiprivate coverage an amount equal to one hundred percent (100%) of the rate applicable to each subscribing full-time employee, commencing from the first of the month following completion of three (3) months service.

17.03 The Hospital will contribute to an extended health, care plan (\$10.00 single, \$20.00 family deductible) an amount equal to seventy-five percent (75%) of the billed premium applicable to each subscribing full-time employee, commencing from the first of the month following completion of three (3) months' service, subject to the terms and conditions of such plan and provided the balance of the monthly premium is paid by the employee through payroll deduction.

The foregoing plan will provide coverage for eyeglasses to the amount of one hundred dollars (\$100.00) per person every two (2) years for frames and lenses.

17.04 Pension Plan

The Peterborough Civic Hospital, having adopted the Hospitals of Ontario Pension Plan, agrees to make the plan available to the employees of the Peterborough Civic Hospital, subject to the terms and provisions of such plan.

17.05 Life Insurance

The Hospital will contribute to the Hospitals of Ontario Group Life Insurance Plan, including Accidental Death and Dismemberment, an amount equal to one hundred percent (100%) of the billed premium applicable to each subscribing full-time employee, commencing from the first month following completion of three months of service, subject to the terms and conditions of such plan.

17.06 The Hospital will contribute to the equivalent of Blue Cross #9 plan, at current ODA rates, an amount equal to fifty percent (50%) of the billed premium applicable to each subscribing full-time employee, commencing from the first month following completion of three months of service subject to terms and conditions of such plan, provided the balance of the monthly premium is paid by the participating employee through payroll deduction. Effective April 1, 1990, the Hospitals contribution to the Dental Plan Blue Cross #9 will be seventy-five percent (75%).

17.07 The Hospital will continue to pay its percentage of the above premiums when employee is absent on leave with pay and will make the appropriate deduction from the employee's pay for the balance.

The Hospital will continue to pay its percentage of the above premiums when an employee is absent on leave without pay up to the end of the calendar month on which the leave commenced, provided the employee makes arrangement for the payment of her contribution(s) with the Personnel Office one (1) month prior to the date the leave is to commence.

17.08 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 substitution the Hospital shall notify the ERC, at least thirty (30) days in advance, to explain the proposed

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

ARTICLE 18 - GENERAL

18.01 Bulletin Boards

The Hospital shall provide space on a bulletin board upon which the Union shall have the right, subject to the approval of the Executive Director of the Hospital or his designate, to post notices of meetings and such other notices as may be of interest to the employees.

18.02 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used when the context of the party or parties hereto so require.

18.03 Educational Leave

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.

18.04

(a) Uniforms

Where the Hospital requires an employee to be in uniform of a protective nature, such uniform will be supplied and laundered by the Hospital.

An employee required to work outside of the Hospital during the winter months will be provided with appropriate winter clothing for such purposes.

(b) Protective Footwear-

Effective January 1, 1990, and on that date for each subsequent calendar year, the Hospital will provide \$35 per calendar year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

18.05

(a) 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.

(b) In the event that the Hospital should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Hospital, be given a period of work time not to exceed four hundred

and fifty hours (450), during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in pay during the training period of any such employee and no reduction in pay unless reclassified to a lower paying position.

18.06 Safety Provisions

Accident Prevention - Health and Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

18.07 Copies of Agreement

The parties agree that they will share equally the cost of printing the collective agreement in an appropriate quantity.

ARTICLE 19 - CLASSIFICATION AND SALARIES

19.01

- (a) The schedule of classifications and salary rates, for positions covered by this Agreement, in effect for the duration of this Agreement are set forth in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Existing classifications will not be eliminated without prior agreement with the Union.
- (c) Effective from January 1, 1986, 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, save and except salary, vacation pay, stand-by pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty and bereavement pay) an amount equal to fourteen percent (14%) of her regular straight time hourly rate for all straight time hours paid.
- (d) A part-time employee who has completed her probation period, and is selected for a full-time position in the bargaining unit, shall be eligible to participate in the group benefit plans subscribed to by the Hospital, in the first month following her appointment to full-time employment.

The fourteen percent (14%) cash-in-lieu of benefits described in 19.01 (c) shall cease upon transfer from part-time to full-time employment.

19.02 Job Description

Within a reasonable time, on request, the Hospital will make available a copy of the job description for review by any employee. Where there are no job descriptions available the Hospital will endeavour to provide the same, allowing adequate input from the employee and the immediate supervisor.

19.03 New Classifications

Should any new classifications be established within the Bargaining Unit during the life of this Collective Agreement, the Hospital will notify the Union of the classification. The Union may challenge the wage rate within a period of thirty (30) days from the date of notification by the Hospital.

Should the parties disagree as to the new rate, the matter will be referred to arbitration.

19.04 Changes in Classification

When there is a significant change in the functions and/or responsibilities of a position or where the Union and/or an employee feels she is unfairly or incorrectly classified, the classification and rate of pay shall be subject to discussion between the Hospital and the Union. If the parties are unable to

agree on the reclassification and/or rate of pay of the **job** in question, such dispute shall be submitted to Grievance and Arbitration. The new rate shall become retroactive to the time the reclassification was first requested prior to a grievance being filed.

19.05 Salary Progression

An employee will progress from her present step to the next step in the salary grid, as set out in Appendix "A". If an employee's absence without pay from the Hospital exceeds thirty (30) cumulative working days during the period following the date of the previous increase the date for salary progression will be extended by the length of such absence, subject to the provision of Article 11.

All progression increases as herein provided shall take effect from the commencement of the pay period of the employee's anniversary date.

19.06

- (a) When an employee is promoted to a higher paid position within the Bargaining Unit, the employee shall receive the next higher rate of pay to her present rate provided that the change results in an increase of not less than three percent (3%).

Where such a change results in an increase of less than three percent (3%) she shall receive the next higher rate again available on the grid, which amount will be considered as a one step increase.

- (b) Such new rate shall prevail until the employee qualifies for a higher rate by reason of service in the new classification **as** set out in Appendix "A".

19.07 When an employee is temporarily assigned to perform the functions of a higher classified position within the Bargaining Unit for one (1) full shift or more, she shall receive the rate in the established salary range of the higher grade which is not less than three percent (3%) more than the next higher rate to her present rate, retroactive to the commencement of that assignment.

19.08 When an employee is temporarily assigned to the duties of a higher paid position outside the Bargaining Unit, she shall receive a premium of four dollars (**\$4.00**) per shift. During the assignment the employee shall retain all rights and obligations under the Collective Agreement.

19.09 When an employee is temporarily assigned to supervisory duties outside the Bargaining Unit, she shall receive a premium of 10% of her hourly rate of pay. During the assignment the employee shall retain all rights and obligations under the Collective Agreement.

ARTICLE 20 - RETROACTIVITY

20.01 Increases to the salary schedule shall be retroactive and apply to all employees in the Bargaining Unit as of January 1, 1990 on the basis of each hour paid to them from January 1, 1990 to the date the salary rates are increased, such retroactive pay shall be paid out within three pay periods, approximately six weeks of the date of ratification/award.

APPENDIX "A"O.P.S.E.U., Local #345WAGE RATES AS OF JANUARY 1, 1990

<u>GRADE 1</u>	<u>START</u>	<u>3 MONTHS</u>	<u>1 YEAR</u>
Receptionist	\$1690.07	\$1787.31	\$1837.14
Clerk Typist 1	10.400	10.998	11.305
Clerk General 1			
<u>GRADE 2</u>			
Switchboard Operator	1764.21	1861.45	1911.28
Clerk Typist 2	10.856	11.455	11.761
Clerk General 2			
Assistant Storekeeper			
<u>GRADE 3</u>			
Clerk Typist 3	1835.92	1933.16	1983.00
Clerk General 3	11.297	11.896	12.203
<u>GRADE 4</u>			
Clerk Typist 4	1951.40	2059.57	2136.16
Clerk General 4	12.008	12.674	13.145
Secretary 1			
Storekeeper			
<u>GRADE 5</u>			
Clerk Typist 5	2082.67	2189.64	2272.29
Clerk General 5	12.816	13.474	13.984
Secretary 2			
Purchasing Assistant			
<u>GRADE 6</u>			
Clerk General 6	2300.24	2424.23	2524.94
Medical Record Librarian	14.155	14.918	15.538

LETTER OF UNDERSTANDING #1

Video Display Terminals

The Employer agrees to implement a policy concerning Video Display Terminals utilizing the V.D.T. contract language that the union proposed during contract negotiations.

The Employer further agrees to implement this policy by July 1, 1990.

DATED this 23 day of MARCH, 1990.

FOR: PETERBOROUGH CIVIC
HOSPITAL

FOR: ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

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