

SOURCE	HOSP.		
EFF.	90	09	29
TERM.	91	09	28
No. OF EMPLOYEES	171		
NOMBRE D'EMPLOYÉS	ou		

THIS AGREEMENT made this 10th day of May, 1991.

BETWEEN:

LA **VERENDRYE** GENERAL HOSPITAL, of the Town of Fort Frances, in the District of Rainy River

(hereinafter referred to as the "**Employer**")

OF THE FIRST PART

and

LA **VERENDRYE** HOSPITAL **EMPLOYEES**, Local Union 795 of the Canadian Union of Public Employees

(Hereinafter referred to as the "**Union**")

OF THE SECOND PART

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ARTICLE 1 - PREAMBLE1.01 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 the Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 2 - DEFINITIONS2.01 - Temporary Employee (Interim Replacement)

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.

- i. 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 **pre-determined** basis solely for the purpose of **utilizing** casual employees so as to restrict the numbers of regular part-time employees.

2.03 - Regular Part-Time

Regular Part-Time Employee is an employee who works less than 37 1/2 hours per week on a regular basis and whose length of appointment is indefinite and who has completed his probationary period.

2.04 - Casual Employee

Casual Employee is an employee whose employment is irregular and may vary in length from day to day and week to week.

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

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

ARTICLE 4 - STRIKES & LOCKOUTS

4.01 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 T4 supplementary slip showing the dues deducted in the **previous** year for income tax purposes where such information is **available** or becomes readily available through the Hospital's payroll system.

5.02 - Notification to Union

The Hospital will provide the Union with a list, 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 & 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. (The number of employees on the negotiating committee shall be determined by the existing collective agreement or, if currently not defined or currently in dispute, by local **negotiations**.) The Hospital agrees to pay members of the negotiating **committee** for straight **time** wages lost from their regularly scheduled working hours spent in direct negotiations **for** a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

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

6.04 - Central Bargaining Committee

UNION CENTRAL BARGAINING COMMITTEE LEAVE

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

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

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

6.05 - 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 & ARBITRATION PROCEDURE7.01

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

7.02

At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.

7.03

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as **quickly** as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

Within nine (9) **calendar** days following the decision under Step No. 1, the **employee** may submit the written grievance to the Director to whom his immediate **supervisor** reports 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

~~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.

ARTICLE 9 - SENIORITY9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five days of work (or **337.5** hours of work for employees whose regular hours of work are other than the standard work day), within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (**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. Regular part-time employees and 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, casual employees hired prior to April **20, 1987** will be credited with seniority for hours worked subsequent to October **10, 1986**.

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** or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- e) has been laid off for twenty-four (**24**) months;
- f) if the employee has been laid off and fails to return to work within seven (**7**) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records **of** the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

- g) is absent due to **illness** or disability for a period of thirty (30) calendar months from the ~~time~~ the disability or illness commenced.

9.04 - Effect of Absence

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

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit 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 rate basis 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/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of **W.C.B.** benefits. Effective October 20, 1990, the Hospital will continue to pay its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective October 20, 1990, **service** shall accrue for the initial seventeen (17) weeks from the commencement of **the** leave if an employee is on maternity or adoption leave. Notwithstanding this provision, service shall **accrue** for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in **W.C.B.** benefits.
- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to disability resulting in **W.C.B.** benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.05 - Job Posting

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 and shall indicate the job title, the salary range, and where possible the hours and days required to work and the qualifications required of the applicants. Applications for such vacancy shall be made in

writing within the seven (7) day period referred to herein. The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

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.

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.

The Employer agrees to consider the seniority of employees on a bargaining unit wide basis within the bargaining unit in making promotions, demotions, transfers, staff reductions and in rehiring; however, having regard to the fact the employees are assisting in the operation of the Hospital, which must be operated with primary concern for the health and welfare of its patients, the Union agrees that 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 Employer may at his discretion, fill the vacancy temporarily during the period of posting. The Employer will post the name of the successful applicant for the posted position.

The posting is waived for such vacancies when the vacancy is temporary with an **expected** duration of three (3) months or less.

If a full-time or regular part-time employee applies for, and is selected by the Employer, to fill a posted temporary vacancy in excess of three (3) months, the vacated position left by such full-time or regular part-time employee will not be held open but will be permanently filled. Upon the termination of such interim replacement position, the Employer will terminate such full-time or regular part-time employee who held such interim replacement position but such terminated employee will be entitled to retain his seniority for a period not exceeding six (6) months following the date of his termination. If such terminated employee is selected by the Employer to fill a posted vacancy during such six (6) month period, he will undergo the usual probationary period, unless the position is in the same job classification that he most recently held in which case he will undergo a one and one-half (1 1/2) month probationary period.

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.

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 date of signing:

- 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 date of signing 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 September 24, 1987.

9.07 - Transfer of Seniority and Service

- Effective date of signing and for employees who transfer subsequent to September 24, 1987.

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

- a) An employee whose status is changed from full-time to regular part-time or casual shall receive full credit for his seniority and service;

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

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 been transferred.

9.08 - Notice of Layoff

In the event of a proposed layoff at the Hospital of a permanent or long-term nature, the Hospital will:

- a) Provide the Union with no less than thirty (30) calendar days of such layoff, and
- b) Meet with the Union through the Labour Management Committee to review the following:
- i) the reason causing the layoff;
 - ii) the service the Hospital will undertake after the lay-off;
 - 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 Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, a 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 review 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.

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.

9.09 - Layoff and Recall

In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job, employees who then have the ability to perform the work.

An employee who is subject to layoff shall have the right to either:

- a) accept the layoff; or
- b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employees so displaced shall be laid off.

Note: for purposes of the operation of Clause (b), 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.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he/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 completed.

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 was laid off shall have the privilege of returning to **the** position he 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 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.

9.10 - Benefits on Layoff

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

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 payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

9.11 - 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 effect, if any, upon employees concerned.

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

Employees with one or more years of continuous service who are subject to layoff 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

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.

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 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 (FT)

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 (PT)

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 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.

12.05 JURY AND WITNESS DUTY

12.05 (a) - Jury and Witness Duty (FT)

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 and Witness Duty (PT)

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 **apid** 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) - Maternity Leave

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

01. Maternity leave will be granted in accordance with the provisions of the Employment Standards Act **1974**, except where amended in this provision.

02. The service requirement for eligibility for maternity leave shall be ten (**10**) months of continuous service.

03. 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.

04. 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.

05. 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 two (**2**) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (**2**) weeks prior to the termination of the initially approved leave.

06. It is understood that during a maternity leave ~~ex~~ ^{ending} 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.

Effective October 20, 1990, **credits** for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

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

Effective October 20, 1990 the Hospital will continue to pay its share of the premiums of the **subsidized** employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave. After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to **maintain** such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

07. The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in 03. or 05. above by written notification received by the Hospital at least two weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had she not been on maternity 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.

08. 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 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.

12.06 (b) - Maternity Leave

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

01. Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974, except where amended in this provision.

02. The service for requirement for eligibility for maternity leave shall be 10 months of continuous service.

03. 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.

04. 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 per cent (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.

05. 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 two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

Effective October 20, 1990 credits for service shall accumulate while an employee is on maternity leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

06. When 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.

07. The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in 03. Or

05. above by written notification received by the Hospital at least two weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had she not been on maternity 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.

08. 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 position 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, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

12.07(a) - Adoption Leave

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

01. Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee shall be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required up to a maximum aggregate of six (6) months. Such employee 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.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, and effective October 20, 1990 an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, 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 adoption 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.

02. It is understood that during an adoption 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 he is participating for the period of the absence.

Effective October 20, 1990, credits for service shall accumulate for the initial seventeen (17) weeks from the **comencement** of the leave while an employee is on adoption leave.

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

Effective October 20, 1990 the Hospital will continue to pay its share of the premiums of the **subsidized** employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave. After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

03. Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the same department, at the same rate of pay.

04. When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed the adoption 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, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

12.07(b) - Adoption Leave

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

01. Where an **employee** with at least twelve (12) **months** of continuous service qualifies to adopt a child, such employee shall be entitled to leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required up to a maximum aggregate of six (6) months. Such employee 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.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental **Unemployment** Benefit (SUB) Plan, and effective October 20, 1990 an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (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 adoption 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.

Effective October 20, 1990, credits for service shall accumulate while an employee is on adoption leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

02. When an adoption leave is granted by the Hospital, an employee who is granted such leave shall not lose his seniority **and** shall accumulate seniority on the basis of what her normal regular hours of work would have been.

03. Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the **same** department, at the same rate of pay.

04. When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not **exceed** the adoption 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, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

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** upgrading course or seminar related to employment with the Hospital.

ARTICLE 13 - SICK LEAVE

13.01 - Sick Leave (FT)

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

- a) Sick leave means the period of time when an employee is permitted to be absent from work with full pay due to sickness or accident rendering him unable to perform his regular duties as an employee and not compensable under the Workers' Compensation Act.
- b) Sick leave with full pay will be granted to regular full-time employees on the following basis:
 - i) After completion of their probationary period, one and one-half (**1 1/2**) days per month commencing from the first day of employment.
 - ii) Unused portion of sick leave in any year will be cumulative up to a maximum of one hundred and fifty (**150**) days.
 - iii) Sick leave benefits will cease on termination of employment or on reaching normal retirement age or on death.
 - iv) An employee absent by reason of sickness or accident may elect not to take sick leave with pay.

- c) Effective January 1, 1970 if a regular full-time employee retires or in case of death before retirement and has completed at least five (5) years of service at the date of retirement or death, he or his beneficiary shall be entitled to fifty percent (50%) of accumulated sick leave on record to his credit as of such date.

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 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.

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- a) The regular hours of work for full-time employees shall not average more than seven and one-half (7 1/2) hours per day (excluding meal time) or seventy-five (75) hours over a two (2) week period.
- b) The regular hours of work for all regular part-time employees working less than a full shift shall be as per the hours of work in the original job posting unless altered by the Employer.

14.02 - Rest Periods

14.02 (a) - Rest Periods (FT)

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

The Hospital will schedule one fifteen minutes rest period for each full half scheduled shift.

14.02 (b) - Rest Periods (PT)

(The following 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 Employer 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 "A" of the Collective Agreement.

15.02 - Definition of Overtime

a) For all employees all **authorized** work performed in excess of seven and one-half (7 1/2) hours per day (excluding meal time) or seventy-five (75) hours over a two week period, shall be considered as over-time work.

Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in tour at the request of an employee, or changeover to Daylight Saving Time from Standard Time and vice versa.

b) If an employee is required to work overtime for a period of fifteen (15) minutes or less, the provision of Article 15.02(a) shall not apply. If an employee is required to work overtime for a period of sixteen (16) minutes or more, then overtime payment shall apply on all time worked in excess of the normal daily hours of work.

c) When an employee is called in from stand-by and continues to work up to and on his regular shift, compensation will be at the rate of one and one-half times the employee's regular straight time hourly rate of pay for the time worked immediately prior to the regular shift only, to obviate overlapping.

15.03 - Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half the employee's straight-time hourly rate.

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 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 their regular hourly earnings.

15.07 - Standby

a) 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 two dollars (\$2.00) per hour for all hours on standby.

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

b) When an employee is required to report from standby, the Hospital will pay transportation costs either by taxi or by his/her own vehicle at the rate of thirty-five (35 cents) per mile (to a maximum of fourteen dollars (\$14.00) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

15.08 - Temporary Transfer

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

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

15.09 - Shift Premium

Employees shall be paid a shift premium of forty-five cents (\$0.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

15.10 - Transfer to Lower Paying Classification

If an employee at his own request is transferred to another classification, the employee shall immediately be paid the starting rate of the classification to which the employee is transferred and shall progress within the scale for that **classification** according to the length of service within that classification **subsequent** to the date of the transfer. An employee who, in the event of a layoff, is transferred to another **classificaiton**, shall receive credit for past service for the purpose of placement on the wage grid to a maximum of one year.

ARTICLE 16 - HOLIDAYS16.01 - Number of Holidays (FT Employees only)

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

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

16.02 - Definition of Holiday Pay and Qualifiers (FT 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 (FT)

(The following clause is **aplicable** 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 (**1 1/2**) 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 (PT)

Effective September **20, 1990**

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 (**1 1/2**) his 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 his regular straight time hourly rate for such **authorized** overtime.

ARTICLE 17 - VACATIONS

Article 17.01 (a) - Full-time Vacation Entitlement, Qualifiers and Calculation of Payment

Effective the anniversary date **occurring** on or after September **29, 1989**, vacation entitlement shall be as follows:

- i) An employee who has completed less than one (**1**) year of continuous service shall be entitled to two (**2**) weeks annual vacation; payment for such vacation shall be prorated in accordance with his/her service.
- ii) 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.

- iii) 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.
- iv) 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.
- v) 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.
- vi) 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 (37 1/2 hours), subject to the application of Article 9.04, Effect of Absence.

Article 17.01 (b) - Part-time Vacation Entitlement. Qualifiers and Calculation of Payment

Effective September 29, 1989, vacation entitlement shall be as follows:

- i) An employee who has less than one (1) year of continuous service as of April 30th shall be entitled to one (1) day of vacation for each month of service, to a maximum of ten (10) working days and he shall receive as vacation pay four percent (4%) of the salary earned during his period of employment with the Employer.
- ii) An employee who has one (1) year but less than two (2) years of continuous service as of April 30th shall be entitled to two (2) weeks vacation and shall receive as vacation pay four percent (4%) of the salary earned during the previous vacation year.
- iii) An employee who has two (2) years but less than five (5) years of continuous service as of April 30th shall be entitled to three (3) weeks vacation and shall receive as vacation pay six percent (6%) of the salary earned during the previous vacation year.
- iv) An employee who has five (5) years but less than fifteen (15) years of continuous service as of April 30th shall be entitled to four (4) weeks vacation and shall receive as vacation pay eight percent (8%) of the salary earned during the previous vacation year.

- v) An employee who has fifteen (15) years but less than twenty-five (25) years of continuous service as of April 30th shall be entitled to five (5) weeks vacation and shall receive as vacation pay ten percent (10%) of the salary earned during the previous vacation year.
- vi) An employee who has completed twenty-five (25) years or more of continuous service as of April 30th shall be entitled to six (6) weeks vacation and shall receive as vacation pay twelve (12%) of salary earned during the previous vacation year.

An employee terminating his employment any time during his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

Progression on Vacation Schedule (Part-Time)

Effective **October 10, 1986:**

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each **1725** hours worked. Notwithstanding the above, employees hired prior to **October 10, 1986** will be credited with the service they held for the purpose of progression on the vacation scale under the agreement expiring **September 28, 1985** and will thereafter accumulate service in accordance with this Article.

17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (I **1/2**) times his basic straight time rate for all hours so worked. To replace the originally scheduled **days** on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

17.03 - Illness During Vacation

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

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

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

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

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any **enrollment** 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 **\$10.00** (single) and **\$20.00** (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. Effective October **1, 1990**, **\$15** (single) and **\$25** (family). In addition to the standard benefits, coverage will include **vision** care (maximum **\$60.00** every **24** months) as well as a hearing aid allowance (lifetime maximum **\$300.00** per individual). Effective October **1, 1990**, vision care maximum **\$90** every **24** months and hearing aide allowance **\$500.00** lifetime maximum.
- c) The Hospital agrees to contribute **90%** of the billed premium towards **coverage** of eligible employees in the active employ of the Hospital under **H.O.O.G.L.I.P. 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. Effective October **1, 1990** the **Hospital's** contribution to **HOOGLIP** will be **100%**.
- d) The Hospital agrees to contribute **50%** of the billed premium towards **coverage** of eligible employees in the active employ of the Hospital under the Blue Cross **#9** Dental Plan or comparable coverage with another carrier (based on the current **ODA** fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid **by** the employee through payroll deduction. Effective October **1, 1990**, the Hospital's contribution to the Dental Plan will be **75%**.

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 programmes contracted for and in effect for employees covered herein.

18.03 - Pension

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

All present employees enrolled in the Hospital's pension plan shall maintain their **enrollment** 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.

18.04 - Benefits for Part-time Employees

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

Part-time employees, including casual employees shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise, 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 & SAFETY19.01 - Health & Safety Committee

- a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) **Recognizing** its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst the bargaining unit employees.

- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to **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 (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- g) The Union agrees to **endeavor** to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article **12.06**.
- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis **B**, the **Hospital** will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 - Protective Footwear

(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 thirty-five dollars (**\$35.00**) per calendar year to each full-time employee who **is** required by the Hospital, as delineated below, to **wear** safety footwear during the course of his duties.

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

- 1) Maintenance

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

ARTICLE 20 - COMPENSATION

20.01 - Job Classification

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

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

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

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

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by **W.C.B.** an employee is unable to carry out the regular functions of her position, the Hospital

may, subject to its operational requirements, establish a special **classification** and salary in an endeavour to provide the employee with an opportunity of **continued** employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

20.02 - Promotion to a Higher Classification

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

20.03 - Wages and Classification Premiums

Retroactive payment for the general wage increase and special adjustments shall be based on all paid hours from September 29, 1989. Employees who left the employ of the Hospital since September 29, 1989 are entitled to payment of the general wage increase only for the period September 29, 1989 to date of termination.

Within thirty (30) days after signing of the Collective Agreement, the Hospital is to contact such employees who have left the employ of the Hospital since September 29, 1989 at the previous employee's address last known to the Hospital. Such employees will have sixty (60) days from the date on which the letter was sent to claim retroactive adjustment.

Schedule "A" shall be the basic wages for the classifications named therein during the life of this Agreement. The regular straight time rate of pay is that prescribed in wage schedule "A" of the Collective Agreement.

20.04 - Progression on the Wage Grid (Part-Time)

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, 1991. 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 (45) days prior to the termination date of this Agreement.

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central negotiating committees referred to above. 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 Fort Frances, Ontario, this 10th day of May, 1991.

FOR THE LOCAL UNION

Getha Huron-Pru
Alice Selmonson
Bernice Wright

FOR THE HOSPITAL

[Signature]
[Signature]
Amy Crockett

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;
- c) the option of alternative employment during pregnancy for employees working with video display units: and
- d) extended Tour Wage Levelling

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.

APPENDIX ON LOCAL ISSUES

BETWEEN:

LA **VERENDRYE** GENERAL HOSPITAL, of the town of
Fort Frances, in the **District** of Rainy River

Hereinafter referred to as the "**Employer**",

OF THE FIRST PART

and

LA **VERENDRYE** HOSPITAL EMPLOYEES LOCAL UNION **795**
of the Canadian Union of Public Employees

Hereinafter referred to as the "**Union**"

OF THE SECOND PART

RECOGNITION

A-1

The Employer **recognizes** the Union as the sole exclusive bargaining agent for all employees of La **Verendrye** General Hospital at Fort Frances, Ontario, save and except the Executive Director, Comptroller, Assistant to the Comptroller, and persons above the rank of Executive Director or Assistant to the Comptroller, Secretary to the Comptroller, Bookkeepers, professional medical staff, graduate nursing staff, undergraduate purses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor and Chief Engineer.

DEFINITIONS

B-1

"**Employee**" shall include only such persons *coming within the* scope of the bargaining unit described in paragraph A-1.

B-2

"Steward,, shall mean an employee of the Employer duly accredited as such by the Union.

B-3

"Executive Director" shall mean the Executive Director of La Verendrye General Hospital.

B-4

"Regular Full-Time Employee" is an employee who works 37 1/2 hours per week on a regular basis and whose length of appointment is indefinite and who has completed his probationary period.

B-5

"Registered Nursing Assistant" is defined as a Nurse who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act. A Registered Nursing Assistant is required to present to the Director of Nursing her current Registration Certificate not later than January 31st of each year.

B-6

"Non-Registered Nursing Assistant" is defined as a person who has completed the required formal training as recognized by the College of Nurses of Ontario and who is eligible for, but not yet obtained, registration in the Province of Ontario.

The Non-Registered Nursing Assistant shall present proof of registration to the employer within twelve (12) months of the date of hire. Where the Non-Registered Nursing Assistant fails to present proof within the specified twelve (12) months, this employee will be terminated.

B-7

"O.R. Technician" is defined as a person who has completed the training in operating room techniques recognized by the Employer and is employed in that capacity in the operating room

B-8

A casual employee will be deemed to have lost all seniority and service and shall be deemed to have terminated if he has refused all calls for a period of six (6) months from the last day worked. Employees on maternity leave or employees absent due to illness or disability for a period of less than eighteen (18) months from the time the illness or disability commenced will not be deemed to have terminated their employment.

MANAGEMENT RIGHTS

C-1

The Union acknowledges that it is the right of the Employer to maintain order, discipline and efficiency, and to establish, alter and enforce reasonable rules and regulations to be observed by the employees, which rules and regulations are primarily designed to safeguard the interests of patients in the Hospital.

C-2

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

- a) hire, layoff, recall, dismiss, suspend, classify, transfer, demote, promote or discipline employees, provided that a claim by a non-probationary employee that he has been wrongfully dismissed or suspended may be the subject of a grievance and dealt with under Article **7.06** of the agreement,
- b) generally to operate La **Verendrye** Hospital in a manner consistent with the obligations of a Hospital to the general public in the community **served**.

C-3

The Employer agrees that these functions will be expressed in a manner consistent with the provisions of this agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with **any** of the provisions of this agreement may be the subject of a grievance.

UNION SECURITY

D-1

It shall be a condition of employment for all employees, that amounts equivalent to regular monthly union dues will be deducted from their wages and remitted to the Union; such deductions will commence in the month following employment.

D-2

The Employer agrees to deduct from the earnings of each employee any monthly dues, exclusive of special assessments, initiation fees, or **special** levies of any kind, levied in accordance with the Union Constitution and/or by-laws owing by him to the Union and the Union shall notify the Employer **as** to the amount **of** dues.

D-3

Deductions shall be made in the pay period at the end of each month and forwarded to the Secretary-Treasurer of the Union not later than the **15th**, in the month following accompanied by a list of names and **addresses** of all employees from whom deductions have been made.

D-4

The Union agrees to defend and hold the Employer completely harmless against all claims, demands, costs and expenses, should any person at any time contend or claim the Employer has acted wrongfully or illegally in making such dues deduction.

D-5

The Union further undertakes and agrees to refund to the Employer any monies paid to the Union pursuant to this Article "D", in error.

UNION/MANAGEMENT COMMITTEE & RELATIONSHIPE-1

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of the Hospital and the Recording Secretary of the Union.

The Union shall receive copies from the Hospital of all grievance procedure correspondence to union members.

E-2

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he represents and the name of the Chief Steward, before the Employer shall be required to **recognize** him.

E-3

The Hospital will **recognize** a **negotiating committee** of not more than five (5) employees, preferably not more than two of whom shall be from **any one** classification. The Hospital reserves the right **to** withhold **payment** if more than a reasonable amount of time is so taken.

E-4

The Employer will **recognize** a **Union-Management** Committee, hereinafter referred to as the Committee, consisting of not more than five employees and the President of the Union. Such employees shall be elected by members of the Union. The Employer will deal with this Committee with respect to proper matters arising during the term of this Agreement, provided that the President must be an employee of La **Verendrye** General Hospital.

The Employer will meet at least once every two months with the Union-Management Committee at a mutually convenient time and place to discuss matters of a common concern.

TERMINATION OF EMPLOYMENTF-1

Notice of Termination by Employee. Every employee, where possible, will give at least four (4) weeks notice of termination of his employment.

F-2

The Employer shall give notice of termination of employment in accordance with the Employment Standards **Act**.

SENIORITY LISTG-1

The Employer agrees to post the seniority list twice per year, January and June.

Any objection by an employee or the Union to the accuracy of the seniority lists must be made in writing to the Personnel Director within thirty (30) calendar days of the date the lists were posted.

If no objections are received within the thirty (30) day period, the lists will be deemed to be accurate.

HOURS OF WORK & SCHEDULINGH-1

The hours of work and scheduling provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

H-2

Sharing of Overtime: The Employer will **endeavor** to divide overtime and call-in among the employees who **are** qualified to perform the work that is available and who are reasonably **available**.

H-3

a) Normally two (2) consecutive days off will be scheduled. Schedules may be established to provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work.

b) Tours of duty schedules and days off will be posted at least eight (8) weeks for full-time and six (6) weeks for regular part-time.

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

c) Where practicable, an employee who requests permanent afternoon or night shifts may be granted such request.

d) The Hospital undertakes to **use** its best efforts consistent with the needs of adequate patient care to schedule work to **permit** all employees to receive one(1) weekend off in three (3).

e) The Union acknowledges its concurrence in the arrangement of scheduling of working hours as requested by five **employees** in the Dietary Department.

The Union also acknowledges its **concurrence** in the arrangement of scheduling of working hours as requested by the employees in the Medical Records Department.

f) The Hospital agrees to revert to the **pre 1982** practice of schedule rotations for the period of this contract.

PAID HOLIDAYS

I-1

The Employer **recognizes** the following days as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
Dominion Day	December 26th
Civic Holiday	2nd MOnday in February
(1st Monday in August)	(effective January 1, 1978)

I-2

A regular full-time employee who is required to work on such paid holiday shall be paid at the rate of time and one-half his regular straight-time hourly rate of pay for such work and shall be granted a lieu day off with pay to be taken not later than ninety (**90**) calendar days from the date of the paid holiday at a time mutually agreed upon between the Employer and the employee.

If a regular part-time employee works on any of the days **recognized as** paid holidays in paragraph **I-1**, he shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such holiday.

I-3

An employee who is absent on a holiday after being posted to work forfeits all pay for the day unless the employee presents to the Employer proof of illness or non-occupational accident rendering him unable to perform his regular duties.

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

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

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

I-4

Where a paid holiday falls on a scheduled day off for an employee or in his vacation, the Employer shall:

- a) with the agreement of the employee, pay the employee his regular wages for the paid holiday: or,
- b) grant a mutually agreed working day that is to be taken not later than ninety (90) calendar days from the date of the paid holiday and that day shall be deemed to be the paid holiday.

I-5

A regular full-time employee who is not required to work on a designated holiday shall be paid for the number of hours which he would have worked had there been no holiday, at his regular straight time hourly rate of pay as set out in Schedule "A" of this Agreement, provided that he works his last scheduled shift prior to and his first scheduled shift immediately following the holiday. (Approved sick time will be considered working time.)

I-6

The Employer will give each employee a day off on either New Year's Day or Christmas Day unless otherwise agreed by the Employer and the employee.

In addition the Employer will endeavour to assign this day off on an alternating basis from one year to the next unless otherwise agreed by the Employer and the Employee.

I-7

Where an employee is entitled to a day off under provision I-2 and I-4 and such day off is not taken within the ninety (90) calendar day period, payment shall be made in accordance with provision 16.02.

Notwithstanding the above (including I-2) an eligible employee may accumulate not more than two (2) lieu days (herein referred to as banked lieu days), which may be taken concurrently at a mutually agreeable time. Eligible employees must utilize non-banked lieu days, if any, prior to using any banked lieu days.

VACATIONS

J-1

The vacation year for purposes of calculating vacation allowance shall be from May 1st of one year to April 30th of the next year.

J-2

The Employer will **endeavor** to schedule vacations in order of employee's seniority; however, once an employee has indicated a preferred vacation period, he may not then exercise seniority rights to change the stated period.

J-3

An employee shall be entitled to receive his vacation pay **prior** to going on **vacation**, provided that such request is made in writing to the Employer and at least three **(3) weeks** in advance of the **vacation**.

J-4

An **employee** Will not **be permitted** to hold over any portion of unused vacation entitlement from one **year** to the next.

J-5

Unbroken vacation period: An **employee** shall be **entitled** to receive his vacation in an **unbroken** period **unless** otherwise mutually agreed upon **between** the employee concerned and the **Employer**.

J-6

For vacations taken **between** June **1st** and September **30th** an employee will submit his request in writing by April **15th**. The Employer will post scheduled vacations by **May 15th**. **The** Employer shall notify the employee of the **date** and time the employee is scheduled to work after **vacation**.

If such notification has not **occurred** prior to the **employee's** last day of **work**, they will contact their **supervisor** to confirm **the** date and time they are to return to **work**.

SICK LEAVE:

K-1

When sick leave is claimed, proof of disabling sickness or accident will be furnished by a Certificate from a duly qualified medical **practitioner**, **unless waived** by the Employer.

K-2

Sick Leave Records: The Employer will certify annually **the** number of days of sick leave accumulated by **each** employee.

MISCELLANEOUS

L-1

Employees shall be **required** to undergo routine medical examinations from time to time as **designated** by **the** Employer, and at the **Employer's** expense.

L-2

It will be a condition of employment that every new employee where eligible will **enroll** with the Ontario Health Insurance Plan for hospital and medical care **unless the employee is** exempted by providing the Employer with a duly **completed** form "**Request for Exemption**"

L-3

The following provisions of this Agreement shall not apply to interim replacement (temporary) employees and casual employees:

(a) Article 7.06	(n) Article 18.01
(b) Article 9.00	(o) Article 18.02
(c) Article 12.03 (a)	(p) Article 18.03
(d) Article 12.04	(q) Article 19.02
(e) Article 12.05 (a)	(r) Article 20.02
(f) Article 12.06 (a)	(s) Article 20.04
(g) Article 12.07 (a)	(t) Article F-1
(h) Article 12.08	(u) Article G-1
(i) Article 13.00	(v) Article H-3
(j) Article 14.00	(w) Article I
(k) Article 15.00	(x) Article K
(l) Article 16.00	(y) Article L-11
(m) Article 17.00	

Effective April 20, 1987, the following clauses will apply to casual part-time employees:

9.01	9.05	17.01 (b)
9.02	15.01	20.04
9.03	15.03	G-1

Effective September 20, 1990 the following clauses will apply to casual part-time employees:

9.06	12.08	15.08
9.07	13.02	15.09
12.04	14.02 (b)	16.03 (b)
12.05 (b)	15.05	16.04
12.06 (b)	15.06	
12.07 (b)	15.07	

L-4

The following provisions of this Agreement shall not apply to regular part-time employees.

(a) Article 9.04(a)	(l) Article 15.05(a)
(b) Article 9.06	(m) Article 16
(c) Article 9.10	(n) Article 17.01(a)
(d) Article 12.03(a)	(o) Article 17.03
(e) Article 12.05(a)	(p) Article 18.01
(f) Article 12.06(a)	(q) Article 18.02
(g) Article 12.07(a)	(r) Article 18.03
(h) Article 13.01	(s) Article 19.02
(i) Article 13.02	(t) Article I
(j) Article 14.02(a)	(u) Article K
(k) Article 15.04	

Effective April 20, 1987, the following clauses will apply to regular part-time employees:

16.03 (second paragraph)
I-2 (second paragraph)

Effective September 20, 1990 the following clauses will apply to regular part-time employees:

9.06	15.05
13.02	16.03(b)
15.04	16.04

L-5

Pay days shall be every second Friday. When such pay day falls on a statutory holiday, the day prior shall become the pay day.

L-6

The Employer will provide a large bulletin board, which will be available for posting of notices affecting employees.

L-7

The Employer may request to be furnished with copies of notices prior to their posting, and may require the Union and any employee to refrain from posting any notices which it **considers** objectionable.

L-8

When an employee, who otherwise in the ordinary course of his or her employment would not wear a uniform, is required by the Employer to wear a uniform, the Employer will furnish and launder the said uniform free of charge. The said uniform will not be worn off the Hospital premises without the **authorization** of the Employer.

L-9

The Employer may compulsorily retire an employee upon reaching normal retirement age of sixty-five (65) years and no grievance may be filed in connection therewith.

L-10

The Employer may at its **sole** discretion engage or retain in employment on a month-to-month basis any employee who has become handicapped or who has passed the normal retirement age of sixty-five (65) years at an occupation and at a salary which takes into consideration **the** ability and physical condition of the employee, to whom the provisions of this Agreement will not apply.

L-11

In the event of a layoff of full-time or regular part-time employees they will bump the least senior within their respective full-time or regular part-time classification. The most junior employee affected and those employees **subsequently affected** may exercise their bumping rights as contained in **Article 9.09** in **either** full-time **or** regular part-time situations.

L-12

Place of Hearing. Arbitrations shall be heard at Fort **Frances**, Ontario, or at such other place as may be agreed upon by the parties.

L-13

Clarification of Decision. Should **the** parties disagree on the meaning of the Board's decision, either party may apply to the Chairman of **the** Board of Arbitration to reconvene the Board to clarify the decision.

L-14

No Elimination. The Employer agrees that there shall **be** no elimination of classifications **without** prior consultation.

INSERVICEM-14

It is **agreed** that an in-service program Will **be** instituted by the **Employer** which employees shall be **required** to **attend** as required by the Employer and which shall **include** fire safety training, disaster planning, **accident** prevention and other courses as stipulated by the Employer. Such programs will be conducted during working hours **where** practicable.

ADDENDUM TO COLLECTIVE AGREEMENT

BETWEEN:

LA VERENDRYE GENERAL HOSPITAL

- and -

LA VERENDRYE HOSPITAL EMPLOYEES LOCAL UNION 795
of the Canadian Union of Public EmployeesSUBJECT: Compressed Work Week (12 hour shifts)

The parties agree that the provisions of the existing Collective Agreement dated _____ shall apply to those employees working the twelve hour shifts except as **amended** or modified by this Addendum which shall be attached to and form part of the Collective Agreement.

I - TERMS OF REFERENCE

- i) **Objective:** To establish a compressed work **week** (12 hour shifts) for **the** classifications of Ambulance Drivers and Attendants, Registered Nursing Assistants, Orderlies Maintenance Repairman I and Engineer, Receptionist.
- ii) **Trial Period and Evaluation:** The parties agree that the compressed work week program will be implemented for a trial period, not to **exceed sixteen** weeks from the date of commencement of **the** program in the individual department or unit. Each individual **department** or unit, if approved by the **Employer** to adopt a compressed work week schedule, will undergo the trial period.

During the trial period, the program will be evaluated separately by **the** Employer and the employees participating, at the **end of eight** and twelve weeks, **in order** to ascertain **the wishes** of **the Employer** and employees as to continuation beyond the initial sixteen week trial period. The program may be terminated at any time during the trial period if deemed unsatisfactory by the Employer or **75%** of the departmental or unit **employees** affected.

Any problems or disputes arising from the required changes to implement the compressed work **week** program will not be the **subject of the grievance procedure** but will be discussed and **resolved** locally by **the parties**.

- iii) **Employee Participation:** All full-time and part-time employees assigned to a **department** or unit **implementing** the compressed work week program will be required to participate.
- iv) **Continuation:** Continuation of the compressed work week program beyond the initial trial **period** will be **based** upon **the trial period** evaluations and **the support** shown by **the**

employees affected. Thereafter, the parties agree that if **either** seventy five percent (75%) of the department or unit employees affected or the **Employer** wish to discontinue the scheduling of the compressed work week, there will be discussion at the local level as to the reasons for the change and in any event, written notice advising the other party of their wish to discontinue must be given at least four weeks prior to the date such party **wishes** to return to the work week as set out in the **Collective Agreement**. Should the compressed work week be discontinued in all departments or units, all reference to it in the **Collective Agreement** will be deleted.

II - COLLECTIVE AGREEMENT AMENDMENTS

The parties agree that the following clauses of **the** Collective Agreement dated _____ shall be deleted in entirety and substituted with the following language to apply to employees **participating** in the **compressed work week** program:

ARTICLE B - DEFINITIONS

B-4

A regular full-time employee who works on an extended tour basis (**compressed work Week**) is an **employee** who may **work less or more** than thirty seven and one-half (**37 1/2**) hours per **week** on a *regular* basis but shall work the average of thirty seven and one-half (**37 1/2**) hours per **week** over a scheduling period and **whose** length of appointment is indefinite and who has completed his probationary period.

ARTICLE 12 - LEAVE OF ABSENCE

12.04 - Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for *three* 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. Payment for such day or days time lost from regularly scheduled shift(s) which the employee would otherwise have worked will be made on the basis of a **seven and one-half** (**7 1/2**) hour tour at the employee's regular straight time hourly rate.

12.05 - Jury and Witness Duty

If an **employee** is required to Serve as a **juror** in any **court** of law, or is required to attend as a witness in a court **proceeding** in which the Crown is a party, or is required by subpoena to **attend** a court of law or Coroner's inquest in connection with a **case** arising from the employee's **duties** at **the** Hospital, the employee **be** paid for any hours

lost from his regular scheduled shift(s) to a maximum payment of seven and one-half (7 1/2) hours in a twenty four (24) hour period at his regular straight time hourly rate provided that the employee:

- a) notifies the Hospital immediately on the **employee's** notification that he 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.

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.

ARTICLE 13 - SICK LEAVE

13.01(b)

Sick leave with full pay will be granted to regular full-time employees on the following basis:

- a) After completion of **their** probationary period, **eleven** and one-quarter (**11 1/4**) hours per month commencing from the first day of employment.
- b) Unused portion of **sick** leave in any year will be cumulative up to a maximum of eleven hundred and twenty-five (**1125**) hours.
- c) When sick leave is claimed, proof of disabling sickness or accident will be furnished by a certificate **from** a duly **qualified** medical practitioner, unless waived by the Employer.
- d) Sick leave benefits will cease on termination of employment or on reaching normal retirement age or death.
- e) An employee absent by reason of sickness or accident **may** elect not to take sick leave with pay.

ARTICLE 14/H - HOURS OF WORK AND SCHEDULINGH-1

The following provisions **are** intended to define the hours of work for employees working extended tours (**12** hour shifts) and shall not be construed as a guarantee of hours worked per day or per week or of days of work per week.

(a)3

Compressed work week schedules shall not have **more** than four consecutive extended tours of work.

H-3(b)

Tours of duty schedules and time **off** will be posted at least eight (**8**) weeks in advance for full-time and at least six (**6**) weeks in advance for regular part-time.

The Hospital agrees to revert to the **pre 1982** practice of schedule rotations for the period of this contract.

Requests for change in a scheduled tour may be granted at the discretion of the Employer. The employee requesting the change must submit such request in writing and co-signed by an employee in the same classification willing to exchange days off on tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Employer shall not result in overtime payments.

14.01(a)

The shift hours for all full-time employees working extended tours shall be twelve hours per tour, including unpaid meal time. An employee working a full extended tour shall be paid for eleven and one-quarter (**11 1/4**) hours of work at his regular straight time hourly rate. An employee working less than a full extended tour shall be paid for all hours worked, less time if any **utilized** as a meal period, at his regular straight time hourly rate.

14.01(b)

Part-time employees may be scheduled to work all or part of an extended tour depending upon the Employer's staffing requirements.

14.02(a)

On each full extended tour the Employer will schedule two (**2**) fifteen (15) minute rest periods and two (**2**) thirty (**30**) minute meal periods.

ARTICLE 15 - PREMIUM PAYMENT15.02(a)

Only **authorized** work performed in excess of twelve (**12**), hours per day or in excess of thirty seven and one-half (**37 1/2**) hours per week

averaged over and up to twelve week period in **accordance** with the **"approval for averaging hours"** as issued by the Director of Employment Standards shall be considered as overtime work.

15.09

Employees working extended tours and who accept rotation of shifts shall be paid five dollars and six cents (**\$5.06**) for each complete night tour completed and one dollar and sixty-nine cents (**\$1.69**) for each complete day tour completed.

ARTICLE 16/I - PAID HOLIDAYS

16.02, 16.03, and 16.04

16.03

A regular full-time employee who is required to work an extended tour on such paid holiday shall be paid at the rate of time and one-half his regular straight time hourly rate for such work and shall be granted a regular seven and one-half (**7 1/2**) hour day off with pay to be taken not later than ninety (**90**) calendar days from the date of the paid holiday at a time mutually agreed upon between the Employer and the employee.

If a regular part-time and casual employee works an extended tour on any of the days **recognized** as paid holidays in paragraph I-1 of the Collective Agreement, he shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked **on** such holiday.

16.04

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 his regular straight time hourly rate for such **authorized** overtime. It is understood and agreed that work performed on an extended tour that begins **or** ends during the twenty four (**24**) hour period of such holiday where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for **the** full period of the tour.

I-4

Where a paid holiday falls on a scheduled day **off** for an employee or in his vacation, the Employer shall:

- a) with the agreement of the employee, **pay the** employee wages on the basis of a normal seven and one-half (**7 1/2**) hour tour at his straight time hourly rate: or
- b) grant a mutually agreed seven and one-half (**7 1/2**) hour working day that is to **be** taken not later than ninety (**90**) calendar days from the date of the paid holiday and that day shall be deemed to be the paid holiday.

I-5

A regular full-time employee who is not required to work on a designated holiday shall be paid for seven and one-half (7 1/2) hours at his regular straight time hourly rate of pay as set out in Schedule "A" of the agreement, provided he works his last scheduled shift prior to and his first scheduled shift, immediately following the holiday. (Approved sick time will be considered working time).

16.02

Holiday pay, for an employee working an extended tour, as set out in provision 14.01(a) of this addendum, is defined as the amount of straight time hourly pay exclusive of shift premium which an employee would have received had he worked a normal seven and one-half (7 1/2) hour shift on the holiday in question.

ARTICLE 17 - VACATIONS17.01 b) - Part-time Entitlement Qualifiers and Calculation of Payment

Effective September 29, 1989

- a) An employee who has less than one (1) year of continuous service as of April 30th shall be entitled to one (1) calendar day of vacation for each month of service, to a maximum of ten (10) calendar days, and he shall receive as vacation pay four percent (4%) of the salary earned during his period of employment with the Employer.
- b) An employee who has one (1) year but less than two (2) years of continuous service as of April 30th shall be entitled to two (2) calendar weeks vacation and he shall receive as vacation pay four percent (4%) of the salary earned during the previous vacation year.
- c) An employee who has two (2) years but less than five (5) years of continuous service as of April 30th shall be entitled to three (3) calendar weeks vacation and he shall receive as vacation pay six percent (6%) of the salary earned during the previous vacation year.
- d) An employee who has five (5) years but less than fifteen (15) years of continuous service as of April 30th shall be entitled to four (4) calendar weeks vacation and he shall receive as vacation pay eight percent (8%) of the salary earned during the previous vacation year.
- e) An employee who has fifteen (15) years but less than twenty-five (25) years of continuous service as of April 30th shall be entitled to five (5) calendar weeks vacation and he shall receive as vacation pay ten percent (10%) of the salary earned during the previous vacation year.

- f) An employee who has twenty-five (25) years of continuous **service** or more as of April 30th shall be entitled to six (6) calendar weeks vacation and he shall receive as **vacation** pay twelve percent (12%) of the salary earned during the previous vacation year.

- g) A calendar week shall be defined for the purpose of vacation entitlement, as a period of seven consecutive calendar days. Employees working a compressed work week schedule and who have completed one year of continuous service as at April 30th shall be required to take their vacation entitlement in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer, but in any event no less a period than one calendar week may be taken.

Dated at Fort Frances, Ontario this 10th day of May, 1991.

LA VERENDRYE HOSPITAL EMPLOYEES
LOCAL UNION 795

Bathia Susan
Alise Salomonson
Bernice Wright

LA VERENDRYE GENERAL HOSPITAL

[Signature]
[Signature]
Amy Orndahl

LETTER OF INTENT

between

RIVERSIDE **HEALTH** CARE FACILITIES INC.
(La **Verendrye** General Hospital)

and

LA **VERENDRYE** GENERAL HOSPITAL EMPLOYEES
(Local 795 - C.U.P.E.)

The parties concur with the principle that call-in be handled in a fair and equitable basis respecting seniority and the dynamics and diverging interests of employees within a classification.

Therefore, if employees have concerns regarding call-in, they may request a meeting with their supervisor in the presence of a union representative to discuss this issue.

If the matter cannot be resolved with the supervisor, the dispute may be referred to a union management meeting.

This letter **forms** part of the Collective Agreement.

Dated and signed at Fort Frances, the 10th
day of May, 1998.

For the Union

For the Hospital

Beth Thompson Sec.
Miss Salmanson
Burris Wright

Ray [Signature]
[Signature]
Away Orzechuk

SCHEDULE "A"

POSITION	EFFECTIVE DATE	START		1 YEAR		2 YEARS	
		MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY
R.N.A., Orderly (Trained)	September 29/90	2306.72	14.20	2359.06	14.52	2392.12	14.72
Orderly (Untrained)	September 29/90	2119.32	13.04	trained		trained	
Ambulance Drivers and Attendants	September 29/90	2634.66	16.21	2681.52	16.50	2709.07	16.67
Laundry/Mangler Presser/Ironer Seamstress Dietary Helper Housekeeping Aides	September 29/90	2047.66	12.60	2066.92	12.72	2083.46	12.82
Certified Chef	September 29/90	2400.44	14.77	2436.23	14.99	2483.11	15.28
Checker	September 29/90	2050.41	12.62	2066.92	12.72	2083.46	12.82
Cook's Assistant	September 29/90	2091.75	12.87	2116.57	13.03	2144.10	13.19
Porter Housekeeping Cleaner Handyman Washer	September 29/90	2218.52	13.65	2268.13	13.96	2303.96	14.18
Mtce. Repairman I	September 29/90	2356.31	14.50	2405.93	14.81	2425.22	14.92
Mtce. Repairman II	September 29/90	2287.40	14.08	2320.48	14.28	2356.31	14.50
Engineer IV	September 29/90	2640.14	16.25	2687.04	16.54	after three months	

SCHEDULE 'A'

POSITION	EFFECTIVE DATE	START		1 YEAR		2 YEARS	
		MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY
Security Officer	September 29/90	1998.05	12.30				
Receptionist	September 29/90	2083.46	12.82	2119.32	13.04	2171.67	13.36
Clerk I-W.C.	September 29/90	2119.32	13.04	2152.39	13.25	2188.20	13.47
Clerk II	September 29/90	3171.67	13.36	2204.74	13.57	2240.57	13.79
Lab Assistant	September 29/90	2163.40	13.31	2204.74	13.57	2243.31	13.80
Medical Records Clerk (CCHRA(A))	September 29/90	2207.51	13.58	2243.31	13.80	2276.37	14.01
Stores & Purchasing Clerk	September 29/90	2235.05	13.75	2279.14	14.03	2320.48	14.28
cook	September 29/90	2235.05	13.75	2279.14	14.03	2320.48	14.28
Maintenance Electrician	September 29/90	3838.59	17.47	2910.25	17.91 after six months		
Maintenance Carpenter	September 29/90	2777.96	17.10	2838.59	17.47 after six months		
Nurses Aide	September 29/90	2119.26	13.04	2152.37	13.25	2188.19	13.47
Day Hospital Activity Worker	September 29/90	1950.41	12.00	2048.69	12.61	2129.50	13.10