

**COMBINED FULL-TIME/PART-TIME**

**COLLECTIVE AGREEMENT**

between

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

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

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
(and its Local 795)**

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## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 1 -	PREAMBLE .....	1
1.01	Preamble .....	1
1.02	Feminine/Masculine Pronouns .....	1
ARTICLE 2 -	DEFINITIONS .....	1
.....	.....*	1
2.01	Temporary Employee .....	1
2.02	Part-Time Commitment .....	1
2.03; 2.04	Regular Part-Time Employee; Casual Employee .....	2
ARTICLE 3 -	RELATIONSHIP .....	2
3.01	No Discrimination .....	2
ARTICLE 4 -	STRIKES & LOCKOUTS .....	2
ARTICLE 5 -	UNION SECURITY .....	2
5.01	<b>T4 Slips</b> .....	2
5.02	Notification to Union .....	2
5.03	Employee Interview .....	3
5.04	No Other Agreements .....	3
ARTICLE 6 -	UNION REPRESENTATION & COMMITTEES .....	3
6.01	Union Activity on Premises and/or Access to Premises .....	3
6.02	Labour-Management Committee .....	3
6.03	Local Bargaining Committee .....	4
6.04	Central Bargaining Committee .....	4
6.05	Union Stewards .....	5
6.06	Grievance Committee .....	5
ARTICLE 7 -	GRIEVANCE & ARBITRATION PROCEDURE .....	6
ARTICLE 8 -	ACCESS TO FILES .....	9
8.01	Access to Personnel File .....	9
8.02	Clearing of Record .....	9

ARTICLE 9 -	SENIORITY .....	9
9.01	Probationary Period .....	9
9.02	Definition of Seniority .....	10
9.03	Loss of Seniority .....	10
9.04	<b>Effect of Absence</b> .....	11
9.05	<b>Job Posting</b> .....	11
9.06	Transfer & Seniority Outside the Bargaining Unit .....	13
9.07	Transfer of Seniority & Service .....	13
9.08	Notice and Redeployment Committee .....	14
9.09	<b>Layoff and Recall</b> .....	17
9.10	<b>Benefits on Layoff</b> .....	18
9.11	Retraining .....	19
9.12	Separation Allowances .....	20
9.13	Portability of Service .....	20
9.14	Technological Change .....	21
ARTICLE 10 -	CONTRACTING OUT .....	21
10.01	Contracting Out .....	21
10.02	Contracting Out .....	21
10.03	Contracting In .....	22
ARTICLE 11 -	WORK OF THE BARGAINING UNIT .....	22
11.01	Work of the Bargaining Unit .....	22
11.02	Volunteers .....	22
ARTICLE 12 -	LEAVES OF ABSENCE .....	22
12.01	Personal Leave .....	22
12.02	Union Business .....	23
12.03 (a)	Full-Time Position with the Union. ....	23
12.03 (b)	Full-Time Position with the Union .....	24
12.03 ©	Leave for <b>OCHU</b> President and Secretary-Treasurer .....	24
12.04	Bereavement Leave .....	25
12.05 (a)	Jury & Witness Duty .....	25
12.05 (b)	Jury & Witness Duty .....	26
12.06 (a)	Pregnancy Leave .....	26
12.06 (b)	Pregnancy Leave .....	27
12.07 (a)	Parental Leave .....	29
12.07 (b)	Parental Leave .....	30

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 12 -	LEAVES OF ABSENCE (Continued)	
12.08	Education Leave .....	32
12.09	Pre-Paid Leave Plan .....	33
ARTICLE 13 -	SICK LEAVE, INJURY & DISABILITY .....	34
13.01	Sick Leave .....	34
13.02	Injury Pay .....	34
13.03	Payroll Deduction for Union Sponsored LTD Plan .....	35
13.04	Payment Pending Determination of WSIB Claims .....	35
ARTICLE 14 -	HOURS OF WORK .....	35
14.01	Daily & Weekly Hours of Work .....	35
14.02 (a)	Rest Periods .....	35
14.02 (b)	Rest Periods .....	36
14.03	Additional Rest Periods .....	36
ARTICLE 15 -	PREMIUM PAYMENT .....	36
15.01	Definition of Regular Straight Time Rate of Pay .....	36
15.02	Definition of Overtime .....	36
15.03	Overtime Premium & No Pyramiding .....	36
15.04	Time Off in Lieu of Overtime .....	37
15.05	Reporting Pay .....	37
15.06	Call-Back .....	37
15.07	Standby .....	37
15.08	Temporary Transfer .....	37
15.09	Shift and Weekend Premium .....	38
ARTICLE 16 -	HOLIDAYS .....	38
16.01	Number of Holidays .....	38
16.02	Definition of Holiday Pay & Qualifiers .....	38
16.03 (a)	Payment for Working on a Holiday .....	39
16.03 (b)	Payment for Working on a Holiday .....	39
16.04	Payment for Working Overtime on a Holiday .....	39

ARTICLE 17 -	VACATIONS..	39
17.01 (a)	Full-Time Vacation Entitlement, Qualifiers & Calculation of Payment	39
17.01 (b)	Part-Time Vacation Entitlement, Qualifiers & Calculation of Payment	40
17.02	Work During Vacation	41
17.03	Illness During Vacation	42
17.04	Bereavement During Vacation	42
ARTICLE 18 -	HEALTH & WELFARE	42
18.01	Insured Benefits	42
18.02	Change of Carrier	43
18.03 (a)	Pension	43
18.03 (b)	Retirement Allowance.	43
18.04	Benefits for Part-Time Employees	43
ARTICLE 19 -	HEALTH & SAFETY	44
19.01	Protective Footwear	44
ARTICLE 20 -	COMPENSATION.	44
20.01 (a)	Job Classification	44
20.01(b)	Job Descriptions	45
20.02	Assignment of Duties of Another Classification	45
20.03	Promotion to a Higher Classification	45
20.04	Wages & Classification Premiums	45
20.05	Progression on the Wage Grid (Part-Time)	46
ARTICLE 21 -	HOSPITAL OPERATING PLAN	46
ARTICLE 22 -	DURATION	47
22.01	TERM	47
22.02	CENTRAL BARGAINING	47
SIGNINGPAGE		47
APPENDIX OF LOCAL ISSUES		1
IMPLEMENTATION NOTE RE PREEXISTING CLAUSES.		

## ARTICLE 1 - PREAMBLE

### 1.01 - Preamble

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

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

### 1.02 - Feminine/Masculine Pronouns

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

## ARTICLE 2 - DEFINITIONS

### 2.01 - Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to **WSIB** 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 or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

### 2.02 - Part-Time Commitment

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

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

### 2.03 - Regular Part-Time Employee

Regular Part-time Employees is an employee who works less than 37 ½ 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

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

## ARTICLE 5 - UNION SECURITY

### 5.01 - T4 Slips

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

### 5.02 - Notification to Union

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

### 5.03 - Employee Interview

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

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

### 5.04 - No Other Agreements

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

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

## ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

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

### 6.02 - Labour-Management Committee

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

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

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

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



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

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

#### 6.03 - Local Bargaining Committee

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

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

#### 6.04 - Central Bargaining Committee

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

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

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

### 6.05 - Union Stewards

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

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

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

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

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

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

### 6.06 - Grievance Committee

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

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

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

## ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

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

### Step No. 1

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

### Step No. 2

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

### Step No. 3

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

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

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

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

- (a) confirming the Hospital's action in dismissing the employee; or
- (b) reinstating the employee with or without full compensation for the time lost;  
or

(c) by any other arrangement which may be deemed just and equitable.

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

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

- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

## ARTICLE 8 -ACCESS TO FILES

### 8.01 - Access to Personnel File

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

### 8.02 - Clearing of Record

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year.

## ARTICLE 9 - SENIORITY

### 9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working

days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

### 9.02 - Definition of Seniority

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

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

Notwithstanding the above, casual employees hired prior to April 20, 1987 will be credited with the 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 **(3)** or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four **(24)** months;
- (f) if the employee has been laid off and fails to return to work within seven **(7)** calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) is absent due to illness or disability for a period of thirty **(30)** calendar months from the time the disability or illness commenced.

#### 9.04 Effect of Absence

((a), (b) and (c) of the following clause are applicable to full-time employees only)

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any **subsidized** employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of **WSIB** benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in **WSIB** benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in **WSIB** benefits\*, or for a period of one (1) year if an employee's unpaid absence is due to an illness.
- (d) Effective June 4, 1996, part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in **WSIB** benefits, on the basis of what the employee's normal regular hours of work would have been.

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

#### 9.05 - Job Posting

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



The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

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

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

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

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

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

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

The 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 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 ½) month probationary period.

#### 9.06 - Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (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."

#### Implementation Note:

Notwithstanding (b), any employee with bargaining unit seniority who is out of the bargaining unit as of the date of the award and who returns to the bargaining unit within 1 year from the date of the award (June 4, 1996) shall not forfeit their seniority.

#### 9.07 - Transfer of Seniority and Service

Effective June 4, 1996 and for employees who transfer subsequent to June 4, 1996:

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

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;

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

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

#### **9.08 - Notice and Redeployment Committee**

##### **(a) Notice**

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off, no less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and

- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which the employee is reassigned pursuant to paragraph (b) need not be posted.

- (d) Redeployment Committee

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

- (i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

### 9.09 - Layoff and Recall

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

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

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

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

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 7% of the laid-off employee’s straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

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

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

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

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

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

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

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

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

### **9.10 - Benefits on Layoff**

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

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

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3)

months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

### 9.11 - Retraining

#### (a) Retraining for Positions within the Hospital

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

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

#### (b) Placement

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

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



(c) Regional Redeployment Committee

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

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

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

9.12 - Separation Allowances

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

9.13 - Portability of Service

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related

It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

#### 9.14 - Technological Change

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

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

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

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

### ARTICLE 10 - CONTRACTING OUT

#### 10.01 - Contracting Out

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

#### 10.02 - Contracting Out

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the hospital; and

- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

### 10.03 - Contracting In

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

## ARTICLE 11 - WORK OF THE BARGAINING UNIT

### 11.01 - Work of the Bargaining Unit

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

### 11.02 - Volunteers

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

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

## ARTICLE 12 - LEAVES OF ABSENCE

### 12.01 - Personal Leave

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

## 12.02 - Union Business

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

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

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

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

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

### 12.03(a) Full-Time Position with the Union

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

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

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

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

12.03(b) Full-Time Position with the Union  
(The clause is applicable to part-time employees only)

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

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

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

12.03(c) Leave for OCHU President and Secretary-Treasurer

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 positions of the President of the Ontario Council of Hospital Unions or the Secretary-Treasurer 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(s) 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(s) shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

#### 12.04 - Bereavement Leave

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

#### 12.05(a) - Jury & Witness Duty

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

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

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

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

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

**12.05(b) - Jury & Witness Duty**

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

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

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

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

**12.06(a) - Pregnancy Leave**

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

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a

supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

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

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

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

**12.06(b) - Pregnancy Leave**

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

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



- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

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

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

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

12.07(a) - Parental Leave

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

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

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

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

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment *Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

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

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

12.07(b) - Parental Leave

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

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

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

#### 12.08 - Education Leave

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

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

#### 12.09 - Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.

- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:

- (i) A statement that the employee is entering the **pre-paid** leave program in accordance with this Article of the collective agreement.
- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held.

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

## ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

### 13.01 - Sick Leave

(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 are not compensable under the Worker's 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 ½) 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 by 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.

### 13.04 - Payment Pending Determination of WSIB Claims (FT)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for **WSIB** benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from **WSIB** benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for **WSIB** benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## ARTICLE 14 - HOURS OF WORK

### 14.01 - Daily & Weekly Hours of Work

The 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 ½) 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 **workign** 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(a) - Rest Periods

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

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



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

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

#### 14.03 - Additional Rest Periods

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

### ARTICLE 15 - PREMIUM PAYMENT

#### 15.01 - Definition of Regular Straight Time Rate of Pay

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

#### 15.02 - Definition of Overtime

- (a) For all employees all **authorized** work performed in excess of seven and one-half (7 ½) hours per day (excluding meal time) or seventy-five (75) hours over a two week period, shall be considered as overtime work.

Overtime will not be paid for additional hours worked during a twenty-four (24) hours 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 (1 ½) 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 (1-1/2) the employee's straight-time hourly rate." (Note: this clause is subject to the application of superior conditions)

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

#### 15.04 - Time Off in Lieu of Overtime

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

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

#### 15.05 - Reporting Pay

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

#### 15.06 - Call-Back

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

#### 15.07 - Standby

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

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

#### 15.08 - Temporary Transfer

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

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

#### 15.09 - Shift and Weekend Premium

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

### ARTICLE 16 - HOLIDAYS

#### 16.01 - Number of Holidays

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

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

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

#### 16.02 - Definition of Holiday Pay and Qualifiers

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

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

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

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

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

**16.03(a) - Payment for Working on a Holiday**

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

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (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**

**(The following clause is applicable to part-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."

**16.04 - Payment for Working Overtime on a Holiday**

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

**ARTICLE 17 - VACATIONS**

**17.01 (a) - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment**

**(The following clause is applicable to Full-Time employees only)**

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

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

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

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

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

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

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

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 30<sup>th</sup> 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 this period of employment.
- (ii) An employee who has one (1) year but less than two (2) years of continuous service as of April 30<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup> shall be entitled to six (6) weeks vacation and shall receive as vacation pay twelve percent (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 (1-1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

### 17.03 - Illness During Vacation

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

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

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

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

### 17.04 - Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article **12.04**.

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

## ARTICLE 18 - HEALTH & WELFARE

### 18.01 - Insured Benefits

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

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 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 in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$90.00 every 24 months and hearing aide allowance \$500.00 lifetime maximum.
- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under **HOOGLIP** in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross **#9** Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier (based on the current **ODA** fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.
- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

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

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

18.02 Change of Carrier

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

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

18.03(a) - Pension

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

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

18.03(b) Retirement Allowance

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

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

18.04 - Benefits for Part-Time Employees

( T h e )

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



## ARTICLE 19 - HEALTH & SAFETY

### 19.01 - Protective Footwear

Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide \$35 per calendar year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

Note: The existing central language designating the classifications of employees which are deemed to require appropriate safety footwear shall be transferred to the local appendix.

## ARTICLE 20 - COMPENSATION

### 20.01 (a) - 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 **WSIB**, 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.

#### 20.01(b) - Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to article 20.01 (a) above.

#### 20.02 - Assignment of Duties From Another Classification

- (a) An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.
- (b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position the employee shall be entitled to 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.

#### 20.03 - 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).

#### 20.04 - Wages and Classification Premiums

Provisions under these headings shall remain unchanged and are repeated as 20.04, except to the extent that the Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement signed August 27, 1999.

Payment of salaries and wages shall be in accordance with Schedule "A" - attached and forming part of this Agreement.

All changes in the new agreement shall become effective the date of signing unless otherwise specified.

**20.05 - Progression on the Wage Grid**

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

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

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

**ARTICLE 21 - HOSPITAL OPERATING PLAN**

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other *re-structuring* plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

ARTICLE 22 - DURATION

22.01 - 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, 2001. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

22.02 - Central Bargaining

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

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

Dated at APRIL 19 FORT FRANCES, Ontario, this 19<sup>TH</sup> day of APRIL 2000.

FOR THE LOCAL UNION

Jerry Kawa  
Danna Sobkowicz  
Carol Syart  
Shawn Eude

FOR THE HOSPITAL

A. C. Co  
Susan Ossachuk  
Jelena Blahy

CANADIAN UNION OF PUBLIC EMPLOYEES  
Wage Schedule "A"

Position		Start	1 Year	2 Year
Registered Practical Nurse		29721.88	30369.04	30777.76
		2476.82	2530.75	2564.81
29.09.92 - 2.0%		15.24	15.57	15.78
29.09.93 - 1.0%		15.39	15.73	15.94
29.09.94 - 1.01%		15.55	15.89	16.10
01.04.97 - 1.0%		15.71	16.05	16.26
29.09.97 - 0.5%		15.78	16.13	16.34
01.04.98 - 1.0%		15.94	16.29	16.51
29.09.98 - 1.0%		16.10	16.45	16.67
01.04.99 - 1.0%		31711.27	32401.74	32837.82
		2642.61	2700.15	2736.48
		16.26	16.62	16.84
29.09.99 - 1.0%		32028.38	32725.76	33166.20
		2669.03	2727.15	2763.85
		16.42	16.78	17.01
29.09.00 - 2.0%		32668.95	33380.28	33829.52
		2722.41	2781.69	2819.13
		16.75	17.12	17.35
Presser/Ironer	29.09.92	26519.25	26757.40	26961.97
Seamstress	2.0%	2209.94	2229.78	2246.83
Dietary Helper		13.60	13.72	13.83
Housekeeping Aide				
29.09.93 - 1.0%		13.74	13.86	13.96
29.09.94 - 1.01%		13.87	14.00	14.11
01.04.97 - 1.0%		14.01	14.14	14.25
29.09.97 - 0.5%		14.08	14.21	14.32
01.04.98 - 1.0%		14.22	14.35	14.46
29.09.98 - 1.0%		14.37	14.50	14.61
01.04.99 - 1.0%		28294.27	28548.36	28766.63
		2357.86	2379.03	2397.22
		14.51	14.64	14.75
29.09.99 - 1.0%		28577.22	28833.85	29054.29
		2381.43	2402.82	2421.19
		14.65	14.79	14.90
29.09.00 - 2.0%		29148.76	29410.52	29635.38
		2429.06	2450.88	2469.61
		14.95	15.08	15.20

CANADIAN UNION OF PUBLIC EMPLOYEES  
Wage Schedule "A"

Position	Start	1 Year	2 Year
Mtce. Repairman I	29129.70	29743.00	29981.58
	2427.48	2478.58	2498.47
29.09.92 - 2.0%	14.94	15.25	15.38
29.09.93 - 1.0%	15.09	15.41	15.53
29.09.94 - 1.01%	15.24	15.56	15.69
01.04.97 - 1.0%	15.39	15.72	15.84
29.09.97 - 0.5%	15.47	15.80	15.92
01.04.98 - 1.0%	15.62	15.95	16.08
29.09.98 - 1.0%	15.78	16.11	16.24
01.04.99 - 1.0%	31079.45	31733.80	31988.35
	2589.95	2644.48	2665.70
	15.94	16.27	16.40
29.09.99 - 1.0%	31390.24	32051.14	32308.23
	2615.85	2670.93	2692.35
	16.10	16.44	16.57
29.09.00 - 2.0%	32018.05	32692.16	32954.40
	2668.17	2724.35	2746.20
	16.42	16.77	16.90
Mtce. Repairman II	28277.83	28686.70	29129.70
	2356.49	2390.56	2427.48
29.09.92 - 2.0%	14.50	14.71	14.94
29.09.93 - 1.0%	14.65	14.86	15.09
29.09.94 - 1.01%	14.79	15.01	15.24
01.04.97 - 1.0%	14.94	15.16	15.39
29.09.97 - 0.5%	15.02	15.23	15.47
01.04.98 - 1.0%	15.17	15.39	15.62
29.09.98 - 1.0%	15.32	15.54	15.78
01.04.99 - 1.0%	30170.56	30606.80	31079.45
	2514.21	2550.57	2589.95
	15.47	15.70	15.94
29.09.99 - 1.0%	30472.27	30912.87	31390.24
	2539.36	2576.07	2615.85
	15.63	15.85	16.10
29.09.00 - 2.0%	31081.71	31531.12	32018.05
	2590.14	2627.59	2668.17
	15.94	16.17	16.42

CANADIAN UNION OF PUBLIC EMPLOYEES  
Wage Schedule "A"

Position	Start	1 Year	2 Year
Certified Chef	29675.14	30117.58	30697.16
	2472.93	2509.80	2558.10
29.09.92 - 2.0%	15.22	15.44	15.74
29.09.93 - 1.0%	15.37	15.60	15.90
29.09.94 - 1.01%	15.53	15.76	16.06
01.04.97 - 1.0%	15.68	15.91	16.22
29.09.97 - 0.5%	15.76	15.99	16.30
01.04.98 - 1.0%	15.92	16.15	16.46
29.09.98 - 1.0%	16.08	16.32	16.63
01.04.99 - 1.0%	31661.40	32133.45	32751.82
	2638.45	2677.79	2729.32
	16.24	16.48	16.80
29.09.99 - 1.0%	31978.01	32454.79	33079.34
	2664.83	2704.57	2756.61
	16.40	16.64	16.96
29.09.00 - 2.0%	32617.57	33103.88	33740.93
	2718.13	2758.66	2811.74
	16.73	16.98	17.30
Cook's Assistant	27064.40	27371.12	27711.56
	2255.37	2280.93	2309.30
29.09.92 - 2.0%	13.88	14.04	14.21
29.09.93 - 1.0%	14.02	14.18	14.35
29.09.94 - 1.01%	14.16	14.32	14.50
01.04.97 - 1.0%	14.30	14.46	14.64
29.09.97 - 0.5%	14.37	14.54	14.72
01.04.98 - 1.0%	14.52	14.68	14.86
29.09.98 - 1.0%	14.66	14.83	15.01
01.04.99 - 1.0%	28875.91	29203.16	29566.39
	2406.33	2433.60	2463.87
	14.81	14.98	15.16
29.09.99 - 1.0%	29164.67	29495.19	29862.05
	2430.39	2457.93	2488.50
	14.96	15.13	15.31
29.09.00 - 2.0%	29747.96	30085.10	30459.29
	2479.00	2507.09	2538.27
	15.26	15.43	15.62

CANADIAN UNION OF PUBLIC EMPLOYEES  
Wage Schedule "A"

Position		Start	1 Year	2 Year
Porter	29.09.92	27426.24	28039.54	28482.41
Housekeeping Cleaner	2.0%	2285.52	2336.63	2373.53
Handyman		14.06	14.38	14.61
29.09.93 - 1.0%		14.21	14.52	14.75
29.09.94 - 1.01%		14.35	14.67	14.90
01.04.97 - 1.0%		14.49	14.82	15.05
29.09.97 - 0.5%		14.56	14.89	15.13
01.04.98 - 1.0%		14.71	15.04	15.28
29.09.98 - 1.0%		14.86	15.19	15.43
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01.04.99 - 1.0%		29261.97	29916.32	30388.83
		2438.50	2493.03	2532.40
		15.01	15.34	15.58
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29.09.99 - 1.0%		29554.59	30215.48	30692.72
		2462.88	2517.96	2557.73
		15.16	15.50	15.74
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29.09.00 - 2.0%		30145.68	30819.79	31306.58
		2512.14	2568.32	2608.88
		15.46	15.81	16.05
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Washer		28631.58	29244.87	29687.74
		2385.97	2437.07	2473.98
29.09.92 - 2.0%		14.68	15.00	15.22
29.09.93 - 1.0%		14.83	15.15	15.38
29.09.94 - 1.01%		14.98	15.30	15.53
01.04.97 - 1.0%		15.13	15.45	15.69
29.09.97 - 0.5%		15.20	15.53	15.77
01.04.98 - 1.0%		15.36	15.69	15.92
29.09.98 - 1.0%		15.51	15.84	16.08
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01.04.99 - 1.0%		30547.99	31202.33	31674.84
		2545.67	2600.19	2639.57
		15.67	16.00	16.24
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29.09.99 - 1.0%		30853.47	31514.35	31991.59
		2571.12	2626.20	2665.97
		15.82	16.16	16.41
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29.09.00 - 2.0%		31470.54	32144.64	32631.42
		2622.54	2678.72	2719.29
		16.14	16.48	16.73



CANADIAN UNION OF PUBLIC EMPLOYEES  
Wage Schedule "A"

Position	Start	1 Year	2 Year
Engineer IV	32638.49	33218.21	after 3 months
	2719.87	2768.18	
29.09.92 - 2.0%	16.74	17.03	
29.09.93 - 1.0%	16.91	17.21	
29.09.94 - 1.01%	17.08	17.38	
01.04.97 - 1.0%	17.25	17.55	
29.09.97 - 0.5%	17.33	17.64	
01.04.98 - 1.0%	17.51	17.82	
29.09.98 - 1.0%	17.68	18.00	

01.04.99 - 1.0%	34823.09	35441.62	after 3 months
	2901.92	2953.47	
	17.86	18.18	

29.09.99 - 1.0%	35171.33	35796.03	after 3 months
	2930.94	2983.00	
	18.04	18.36	

29.09.00 - 2.0%	35874.75	36511.95	after 3 months
	2989.56	3042.66	
	18.40	18.72	

Receptionist	26976.26	27405.12	28052.42
	2248.02	2283.76	2337.70
29.09.92 - 2.0%	13.83	14.05	14.39
29.09.93 - 1.0%	13.97	14.19	14.53
29.09.94 - 1.01%	14.11	14.34	14.68
01.04.97 - 1.0%	14.25	14.48	14.82
29.09.97 - 0.5%	14.33	14.55	14.90
01.04.98 - 1.0%	14.47	14.70	15.05
29.09.98 - 1.0%	14.61	14.85	15.20

01.04.99 - 1.0%	28781.87	29239.44	29930.06
	2398.49	2436.62	2494.17
	14.76	14.99	15.35

29.09.99 - 1.0%	29069.69	29531.83	30229.36
	2422.47	2460.99	2519.11
	14.91	15.14	15.50

29.09.00 - 2.0%	29651.08	30122.47	30833.95
	2470.92	2510.21	2569.50
	15.21	15.45	15.81

CANADIAN UNION OF PUBLIC EMPLOYEES  
Wage Schedule "A"

Position	Start	1 Year	2 Year
Clerk I	27405.12	27813.99	28256.71
Ward Clerk	2283.76	2317.83	2354.73
29.09.92 - 2.0%	14.05	14.26	14.49
29.09.93 - 1.0%	14.19	14.41	14.64
29.09.94 - 1.01%	14.34	14.55	14.78
01.04.97 - 1.0%	14.48	14.70	14.93
29.09.97 - 0.5%	14.55	14.77	15.01
01.04.98 - 1.0%	14.70	14.92	15.16
29.09.98 - 1.0%	14.85	15.07	15.31

01.04.99 - 1.0%	29239.44	29675.67	30148.03
	2436.62	2472.97	2512.34
	14.99	15.22	15.46

29.09.99 - 1.0%	29531.83	29972.43	30449.51
	2460.99	2497.70	2537.46
	15.14	15.37	15.62

29.09.00 - 2.0%	30122.47	30571.88	31058.50
	2510.21	2547.66	2588.21
	15.45	15.68	15.93

Clerk II	28052.42	28461.14	28904.15
	2337.70	2371.76	2408.68
29.02.92 - 2.0%	14.39	14.60	14.82
29.09.93 - 1.0%	14.53	14.74	14.97
29.09.94 - 1.01%	14.68	14.89	15.12
01.04.97 - 1.0%	14.82	15.04	15.27
29.09.97 - 0.5%	14.90	15.11	15.35
01.04.98 - 1.0%	15.05	15.27	15.50
29.09.98 - 1.0%	15.20	15.42	15.66

01.04.99 - 1.0%	29930.06	30366.14	30838.80
	2494.17	2530.51	2569.90
	15.35	15.57	15.81

29.09.99 - 1.0%	30229.36	30669.80	31147.19
	2519.11	2555.82	2595.60
	15.50	15.73	15.97

29.09.00 - 2.0%	30833.95	31283.20	31770.13
	2569.50	2606.93	2647.51
	15.81	16.04	16.29

CANADIAN UNION OF PUBLIC EMPLOYEES  
Wage Schedule "A"

Position	Start	1 Year	2 Year
Laboratory Assistant	27950.13	28461.14	28938.01
	2329.18	2371.76	2411.50
29.09.92 - 2.0%	14.33	14.60	14.84
29.09.93 - 1.0%	14.48	14.74	14.99
29.09.94 - 1.01%	14.62	14.89	15.14
01.04.97 - 1.0%	14.77	15.04	15.29
29.09.97 - 0.5%	14.84	15.11	15.37
01.04.98 - 1.0%	14.99	15.26	15.52
29.09.98 - 1.0%	15.14	15.42	15.67
01.04.99 - 1.0%	29817.97	30363.13	30871.87
	2484.83	2530.26	2572.66
	15.29	15.57	15.83
29.09.99 - 1.0%	30116.15	30666.77	31180.59
	2509.68	2555.56	2598.38
	15.44	15.73	15.99
29.09.00 - 2.0%	30718.48	31280.10	31804.20
	2559.87	2606.68	2650.35
	15.75	16.04	16.31
Medical Records Clerk (CCHRA(A))	28495.43	28938.01	29346.73
	2374.62	2411.50	2445.56
29.09.92 - 2.0%	14.61	14.84	15.05
29.09.93 - 1.0%	14.76	14.99	15.20
29.09.94 - 1.01%	14.91	15.14	15.35
01.04.97 - 1.0%	15.06	15.29	15.51
29.09.97 - 0.5%	15.13	15.37	15.58
01.04.98 - 1.0%	15.28	15.52	15.74
29.09.98 - 1.0%	15.44	15.68	15.90
01.04.99 - 1.0%	30402.73	30874.93	31311.01
	2533.56	2572.91	2609.25
	15.59	15.83	16.06
29.09.99 - 1.0%	30706.75	31183.68	31624.12
	2558.90	2598.64	2635.34
	15.75	15.99	16.22
29.09.00 - 2.0%	31320.89	31807.35	32256.60
	2610.07	2650.61	2688.05
	16.06	16.31	16.54

CANADIAN UNION OF PUBLIC EMPLOYEES  
Wage Schedule "A"

Position	Start	1 Year	2 Year
Stores & Purchasing Clerk	27630.53	28175.69	28686.70
Cook	2302.54	2347.97	2390.56
29.09.92 - 2.0%	14.17	14.45	14.71
29.09.93 - 1.0%	14.31	14.59	14.86
29.09.94 - 1.01%	14.45	14.74	15.01
01.04.97 - 1.0%	14.60	14.89	15.16
29.09.97 - 0.5%	14.67	14.96	15.23
01.04.98 - 1.0%	14.82	15.11	15.39
29.09.98 - 1.0%	14.97	15.26	15.54
01.04.99 - 1.0%	29477.02	30058.61	30603.77
	2456.42	2504.88	2550.31
	15.12	15.41	15.69
29.09.99 - 1.0%	29771.79	30359.19	30909.81
	2480.98	2529.93	2575.82
	15.27	15.57	15.85
29.09.00 - 2.0%	30367.22	30966.38	31528.00
	2530.60	2580.53	2627.33
	15.57	15.88	16.17
Maintenance Electrician	35091.82	35977.69	after 6 months
	2924.32	2998.14	
29.09.92 - 2.0%	18.00	18.45	
29.09.93 - 1.0%	18.18	18.63	
29.09.94 - 1.01%	18.36	18.82	
01.04.97 - 1.0%	18.54	19.01	
29.09.97 - 0.5%	18.64	19.11	
01.04.98 - 1.0%	18.82	19.30	
29.09.98 - 1.0%	19.01	19.49	
01.04.99 - 1.0%	37440.63	38385.80	after 6 months
	3120.05	3198.82	
	19.20	19.69	
29.09.99 - 1.0%	37815.04	38769.66	after 6 months
	3151.25	3230.80	
	19.39	19.88	
29.09.00 - 2.0%	38571.34	39545.05	after 6 months
	3214.28	3295.42	
	19.78	20.28	

CANADIAN UNION OF PUBLIC EMPLOYEES  
Wage Schedule "A"

Position	Start	1 Year	2 Year
Maintenance Carpenter	34342.23	35091.82	after 6 months
	2861.85	2924.32	
29.09.92 - 2.0%	17.61	18.00	
29.09.93 - 1.0%	17.79	18.18	
29.09.94 - 1.01%	17.97	18.36	
01.04.97 - 1.0%	18.15	18.54	
29.09.97 - 0.5%	18.24	18.64	
01.04.98 - 1.0%	18.42	18.82	
29.09.98 - 1.0%	18.60	19.01	

01.04.99 - 1.0%	36640.87	37440.63	after 6 months
	3053.41	3120.05	
	18.79	19.20	

29.09.99 - 1.0%	37007.28	37815.04	after 6 months
	3083.94	3151.25	
	18.98	19.39	

29.09.00 - 2.0%	37747.43	38571.34	after 6 months
	3145.62	3214.28	
	19.36	19.78	

Nurses Aide	27404.55	27813.85	28256.71
	2283.71	2317.82	2354.73
29.02.92 - 2.0%	14.05	14.26	14.49
29.09.93 - 1.0%	14.19	14.41	14.64
29.09.94 - 1.01%	14.34	14.55	14.78
01.04.97 - 1.0%	14.48	14.70	14.93
29.09.97 - 0.5%	14.55	14.77	15.01
01.04.98 - 1.0%	14.70	14.92	15.16
29.09.98 - 1.0%	14.85	15.07	15.31

01.04.99 - 1.0%	29238.83	29675.52	30148.03
	2436.57	2472.96	2512.34
	14.99	15.22	15.46

29.09.99 - 1.0%	29531.22	29972.28	30449.51
	2460.93	2497.69	2537.46
	15.14	15.37	15.62

29.09.00 - 2.0%	30121.84	30571.73	31058.50
	2510.15	2547.64	2588.21
	15.45	15.68	15.93

CANADIAN UNION OF PUBLIC EMPLOYEES  
Wage Schedule "A"

Position	Start	1 Year	2 Year
Day Hospital Activity Worker	25317.08	26531.96	27531.13
	2109.76	2211.00	2294.26
29.09.92 - 2.0%	12.98	13.61	14.12
29.09.93 - 1.0%	13.11	13.74	14.26
29.09.94 - 1.01%	13.25	13.88	14.40
01.04.97 - 1.0%	13.38	14.02	14.55
29.09.97 - 0.5%	13.44	14.09	14.62
01.04.98 - 1.0%	13.58	14.23	14.77
29.09.98 - 1.0%	13.71	14.37	14.91
01.04.99 - 1.0%	27011.64	28307.83	29373.88
	2250.97	2358.99	2447.82
	13.85	14.52	15.06
29.09.99 - 1.0%	27281.75	28590.91	29667.62
	2273.48	2382.58	2472.30
	13.99	14.66	15.21
29.09.00 - 2.0%	27827.39	29162.73	30260.97
	2318.95	2430.23	2521.75
	14.27	14.96	15.52
Materials Handler	25525.50	26188.50	26851.50
	2127.13	2182.38	2237.63
	13.09	13.43	13.77
Lico - 2.01%	26038.56	26714.89	27391.22
	2169.88	2226.24	2282.60
	13.35	13.70	14.05
01.04.99 - 1.0%	26298.95	26982.04	27665.13
	2191.58	2248.50	2305.43
	13.49	13.84	14.19
29.09.99 - 1.0%	26561.94	27251.86	27941.78
	2213.49	2270.99	2328.48
	13.62	13.98	14.33
29.09.00 - 2.0%	27093.18	27796.90	28500.61
	2257.76	2316.41	2375.05
	13.89	14.25	14.62

CANADIAN UNION OF PUBLIC EMPLOYEES  
 Wage Schedule "A"

Position	Start	1 Year	2 Year
Ambulance Driver/Attendant	33442.50	34203.00	35178.00
EMCA	2786.88	2850.25	2931.50
29.09.92 - 2.0%	17.15	17.54	18.04
29.09.93 - 1.0%	17.32	17.72	18.22
29.09.94 - 1.01%	17.50	17.89	18.40
01.04.97 - 1.0%	17.67	18.07	18.59
29.09.97 - 0.5%	17.76	18.16	18.68
01.04.98 - 1.0%	17.94	18.35	18.87
29.09.98 - 1.0%	18.12	18.53	19.06
01.04.99 - 1.0%	35680.92	36492.32	37532.58
	2973.41	3041.03	3127.72
	18.30	18.71	19.25
29.09.99 - 1.0%	36037.73	36857.25	37907.91
	3003.14	3071.44	3158.99
	18.48	18.90	19.44
29.09.00 - 2.0%	36758.48	37594.39	38666.07
	3063.21	3132.87	3222.17
	18.85	19.28	19.83
Ambulance Driver/Attendant	29445.00	30205.50	31219.50
NON EMCA	2453.75	2517.13	2601.63
29.09.92 - 2.0%	15.10	15.49	16.01
29.09.93 - 1.0%	15.25	15.64	16.17
29.09.94 - 1.01%	15.41	15.80	16.33
01.04.97 - 1.0%	15.56	15.96	16.50
29.09.97 - 0.5%	15.64	16.04	16.58
01.04.98 - 1.0%	15.79	16.20	16.75
29.09.98 - 1.0%	15.95	16.36	16.91
01.04.99 - 1.0%	31415.85	32227.26	33309.13
	2617.99	2685.60	2775.76
	16.11	16.53	17.08
29.09.99 - 1.0%	31730.01	32549.53	33642.22
	2644.17	2712.46	2803.52
	16.27	16.69	17.25
29.09.00 - 2.0%	32364.61	33200.52	34315.06
	2697.05	2766.71	2859.59
	16.60	17.03	17.60



CANADIAN UNION OF PUBLIC EMPLOYEES  
Wage Schedule "A"

Position		Start	1 Year	2 Year
Paramedic 1 Land	29.09.93	35899.50	37011.00	38103.00
		2991.63	3084.25	3175.25
		18.41	18.98	19.54
		18.41	18.98	19.54
October 11/95		18.41	18.98	19.54
January 1/99		18.59	19.17	19.74
January 1/00		18.84	19.43	20.01
January 1/01		19.21	19.81	20.40
Paramedic 2 Land	29.09.93	38200.50	39370.50	40521.00
		3183.38	3280.88	3376.75
		19.59	20.19	20.78
		19.59	20.19	20.78
October 11/95		19.59	20.19	20.78
January 1/99		19.79	20.39	20.99
January 1/00		20.06	20.67	21.27
January 1/01		20.45	21.07	21.68



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 nurses, 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

“Chief Executive Officer” shall mean the Chief Executive Officer of Riverside Health Care Facilities Inc.

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

### B-6

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 three **(3)** 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.

Casual employees will endeavour to make themselves available for work at least **forty-eight (48)** weeks per year.

## 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 15<sup>th</sup>, in the month following accompanied by a list of names and addresses of all employees from who 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 content 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 & RELATIONSHIP

### E-1

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer 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 (5) 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 six months with the Union-Management Committee at a mutually convenient time and place to discuss matters of a common concern.

## TERMINATION OF EMPLOYMENT

### F-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 LIST

### G-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 Manager, Human Resources within thirty (30) calendar days of the date the lists were posted.

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

## HOURS OF WORK & SCHEDULING

### H-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 endeavour 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).

## PAID HOLIDAYS

### I-1

The Employer recognizes the following days as paid holidays (for full-time employees only):

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	Second 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 day 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

- (a) The Employer will schedule 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.
- (b) It is understood that casual employees will endeavour to make themselves available for work at Christmas and New Years on an alternating basis.

#### 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 use any banked lieu days.

## VACATIONS

### J-1

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

### J-2

The Employer will endeavour 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.

Regular part-time employees who possess a three week or more vacation entitlement may **utilize** five vacation days per year on a single day basis. Such requests will be requested and considered in accordance with the requirements of Article 12.01.

### J-6

For vacations taken between June 1<sup>st</sup> and September 30<sup>th</sup> an employee will submit his request in writing by April 15<sup>th</sup>. The Employer will post scheduled vacations by May 15<sup>th</sup>. 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**

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

- |                   |                   |
|-------------------|-------------------|
| (a) Article 7.06  | (g) Article 15.10 |
| (b) Article 9.08  | (h) Article F-1   |
| (c) Article 9.09  | (i) Article H-3   |
| (d) Article 9.10  | (j) Article I     |
| (e) Article 9.11  | (k) Article K     |
| (f) Article 15.04 | (l) Article L-1 1 |

**L-3**

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

- |                 |                |
|-----------------|----------------|
| (a) Article I-3 | b) Article I-4 |
| (c) Article I-6 | d) Article K-2 |

**L-4**

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-5

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

#### L-6

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-7

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-8

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-9

The Employer may at its sole discretion engage or retain in employment on a **month-to-month** basis any employee who has passed the normal retirement age of sixty-five (65) years.

#### L-10

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-11

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-12

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

### L-1 3

The Hospital shall provide, annually, a mailing list including names and current addresses for all members of the Local Union of the Canadian Union of Public Employees. Union members who do not want the Union to have this information shall notify the Hospital of such in writing.

### L-14

Any employee who is asked to sit on a Hospital Committee to represent Union members shall be approved first by the Local Union.

### L-15

The Hospital shall list the names of all new people working in the hospital in their monthly newsletter and supply a copy to the Local Union President.

### L-1 6

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 (\$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.

## **INSERVICE**

### M-1

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.

## **MODIFIED WORK**

### N-1

In respect to long-term injuries and illness, the Hospital and Union agree that in most instances it is in the best interest of both the Hospital and the employee that the employee be returned to gainful employment at the earliest possible time.

Therefore:

- (a) The Hospital will notify the President of the local of the names of all **CUPE** employees who go off work due to a work related injury.

- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative and a member of the local executive of **CUPE** to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to include **CUPE** representation in the development of a corporate Modified Work Policy and Procedure.

## **WORKERS COMPENSATION**

### **O-1**

- (a) The Hospital agrees to provide the employee with a copy of the Workers Compensation Board Form 7 at the same time it is sent to the Board.
- (b) The Hospital agrees to send a copy of the notice of objection to a **WCB** claim to the affected employee.

## **HEALTH & SAFETY**

### **P-1 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 fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time of for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

- (g) The Union agrees to endeavour to obtain the full 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.
- (j) The Hospital will recommend to the Committee that the **CUPE** member be selected to become the designated "certified" committee member.
- (k) Notwithstanding the decision of the Health and Safety Committee, the Hospital will provide for costs of the **CUPE** member to become "Certified" as required by the Occupational Health and Safety Act.
- (l) In accordance with the Occupational Health and Safety Act, the Hospital will provide one (1) hour preparation time during normal working hours at regular rate of pay, for the **CUPE** member to prepare for safety meetings. The employee and his/her supervisor will mutually agree to an appropriate scheduling of this time.

## **VIOLENCE IN THE WORKPLACE**

### **Q-1**

The parties **recognize** that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.

The Hospital agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupational Health and Safety Committee for review.

The Joint Occupational Health and Safety Committee shall concern itself with those matters and shall make such recommendations as it deems appropriate.

## ADDENDUM TO COLLECTIVE AGREEMENT

BETWEEN:

LA VERENDRYE GENERAL HOSPITAL

- and -

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

### **SUBJECT: 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 (8) and twelve (12) weeks, in order to ascertain the wishes of the Employer and employees as to continuation beyond the initial sixteen (16) week trial period. The program may be terminated at any time during the trial period if deemed unsatisfactory by the Employer or seventy-five percent (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 (4) 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 ½) 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 (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital in its discretion, may **extend** such leave with or without pay. Where an employee does not qualify under the **above-**noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. 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 ½) hour tour at the employee's regular straight time hourly rate. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

## 12.05 - 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

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 SCHEDULING

### H-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.

### H-3 (a)

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

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

14.02

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 PAYMENT**

15.02 (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 (12) 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

- (a) Employees working extended tours and who accept rotation of shift 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.
- (b) Forty-five cents (.45¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

**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-I 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) hours 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 - VACATIONS**

#### **17.01 (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 (7) consecutive calendar days. Employees working a compressed work week schedule and who have completed one (1) 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 (1) calendar week may be taken.

Dated at Four Frances, Ontario this 19<sup>th</sup> day of April, 2000.

LA VERENDRYE HOSPITAL EMPLOYEES  
LOCAL UNION 795

Jerry Kawa  
Manna Sobkowitz  
Carol Syant  
Shawn Bude

LA VERENDRYE GENERAL HOSPITAL

A. E. G.  
Susan Orzechuk  
John Blask

LETTER OF UNDERSTANDING

BETWEEN

RIVERSIDE HEALTH CARE FACILITIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #795, LA VERENDRYE GENERAL HOSPITAL

The hospital undertakes to encourage Registered Practical Nurses (RPN's) to upgrade their skills to the present level of those being acquired by the graduating RPN.'s. Further, the hospital will, where practicable, encourage and permit the utilization of the upgraded skills.

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

Dated at Fort Frances, Ontario this 19<sup>th</sup> day of April, 2000.

LA VERENDRYE HOSPITAL EMPLOYEES  
LOCAL UNION 795

Jerry Law

Danna Sobkowicz

Carol Hyatt

Shawn Eide

LA VERENDRYE GENERAL HOSPITAL

A. C. G.

Susan Paschuk

John Blak

RIVERSIDE HEALTH CARE FACILITIES INC.  
AT LA VERENDRYE GENERAL HOSPITAL  
Hereinafter referred to as the "Hospital"  
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

LETTER OF INTENT - Call in

In respect of short notice call-in's: In the filling of short notice call-in's the most senior **part-** time or casual employees within the department will first be given the opportunity to work provided they are available and have the skills to perform the available work **int** he vacant classification.

In respect of long-term vacancies (less than three months), assignments will be made by the supervisor. The most senior part-time or casual employee within the department will first be given the opportunity to work provided that they are available and have the skills to perform the available work in the vacant classification.

It is understood that the hospital will not be required to offer work in any of the above situations which would result in overtime premium pay.

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.

Issues in dispute may be subject to the provisions of Article 7, Grievance and Arbitration Procedure.

This letter forms part of the Collective Agreement.

Dated and signed at Fort Frances, the 19<sup>th</sup> day of  
April, 2000.

FOR THE LOCAL UNION

Jerry Lapa  
Danna Sobkowicz  
Carol Syant  
Shawn Breda

FOR THE HOSPITAL

A. C. C.  
Susan Assaehuk  
Mina Black

LETTER OF AGREEMENT

RIVERSIDE HEALTH CARE FACILITIES INC.  
AT LA VERENDRYE GENERAL HOSPITAL  
Hereinafter referred to as the "Hospital"  
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

The parties agrees that, notwithstanding Article 9 - Seniority, if a part-time employee applies for and is selected by the Employer to fill a posted temporary interim vacancy in excess of three months, the employee will be allowed to revert back to the position s/he held prior to accepting the interim position, upon termination of the interim position. The position the said regular part-time employee vacated, upon accepting the interim position, shall then be posted to be filled by the most senior casual employee applying for the position.

Dated and signed at Fort Frances the d 18<sup>TH</sup> o f April,  
2000

For the Union

Dirry Lawa  
Danna Sobkowicz  
Karen Stewart  
Shawn Bode

For the Hospital

A. C. C.  
Susan Orzechuk  
Julie Clark

LETTER OF AGREEMENT

RIVERSIDE HEALTH CARE FACILITIES INC.  
AT LA VERENDRYE GENERAL HOSPITAL  
Hereinafter referred to as the "Hospital"  
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

RE: PROJECT CO-ORDINATOR

The parties agree that whenever the Carpenter or Electrician is assigned in writing by the Director of Engineering and Environmental Services, or designate, additional responsibilities to provide special projects co-ordination they will be paid an additional seventy-five (.75¢) per hour.

The determination of a "special project" will be made by the Director of Engineering and Environmental Services.

This memorandum of agreement is subject to review following the expiration of this Collective Agreement.

Dated and signed at FORT FRANCES the 19<sup>th</sup> day of April  
2000.

For the Union

Jerry Lawa  
Donna Sobkowicz  
Carol Hyatt  
Shawn Beane

For the Hospital

A. Co  
Auson Orsakub  
Julius Blak



RIVERSIDE HEALTH CARE FACILITIES INC.  
AT LA VERENDRYE GENERAL HOSPITAL  
Hereinafter referred to as the "Hospital"  
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

The parties agree to refer the issues of casual employee availability and 24 hour notice of shift cancellation by the Hospital to the next scheduled Union-Management Committee Meeting in December 1999.

This letter forms part of the Collective Agreement.

Dated and signed at Burr FRANCIS, the 19<sup>TH</sup> day of  
April, 2000.

FOR THE LOCAL UNION

Jerry Law  
Danna Sobkowicz  
Carol Syatt  
Shawn Eide

FOR THE HOSPITAL

A. C. C.  
Susan Orzechuk  
Jelini Blod

## Letter of Understanding

Riverside Health Care Facilities Inc.

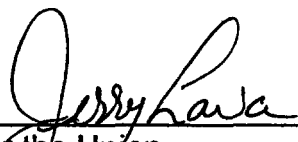
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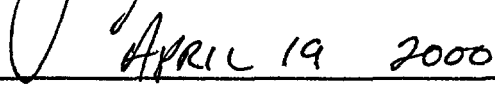
CUPE - Local 795



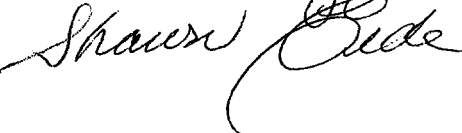
RE: Ambulance Attendants, Paid Meal Breaks


In light of the unique working conditions that require that Ambulance Attendants remain in the workplace and be prepared to work during their meal period the parties agree as follows:

- (a) Ambulance Attendants will receive pay for their forty-five minute meal period at their regular straight time hourly rate of pay for each twelve hour shift worked.
- (iv) Ambulance Attendants will receive pay for their thirty minute meal break at their regular straight time hourly rate of pay for each eight hour shift worked.
- (iv) Actual meal periods will be self scheduled around the activities of the shift and regardless if an Ambulance Attendant is called to perform actual work during a selected meal period only pay at the Attendants regular straight time rate will apply.
- (iv) All benefits and other provisions of the collective agreement will not be affected by this letter of understanding and will be applied as per the provisions applicable to eight and twelve hours shifts.
- (i) This letter of understanding will be effective September 18, 1999.
- (iv) The Union agrees to withdraw grievances #'s 99-05, 99-06 and any other grievances that may be in process related to this issue as of date of signing.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Employer

