

COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF DIRECTORS OF THE RIVERDALE HOSPITAL

hereinafter called the Employer.

Party of the First Part

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 79 (SERVICE FULL-TIME AND PART-TIME UNITS)**

hereinafter called the Union,

Party of the Second Part

Expires September 28, 1998

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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.

ARTICLE 2 - RECOGNITION

(a) Full-time Unit:

The Hospital recognizes the Canadian Union of Public Employees, Local 79, as the exclusive collective bargaining agency for all of its employees covered by the classifications set forth in Schedule A, excluding any persons regularly scheduled to work twenty-four (24) hours per week or less, and forming part of this Agreement and hereby consents and agrees to negotiate with the Union in any and all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

(b) Part-time Unit:

The Hospital recognizes the Canadian Union of Public Employees, Local 79, as the exclusive bargaining agent for all of its employees covered by the certificate and decision issued by the Ontario Labour Relations Board dated March 18, 1994, regularly employed not more than twenty-four (24) hours per week, and students employed during the school vacation period. The Hospital hereby consents and agrees to negotiate with the Union in any and all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.

(c) In the event that the Employer creates a new classification which, in the opinion of the Union or the Employer, falls within the bargaining unit, the issue of its inclusion or exclusion from the bargaining unit shall be determined by mutual agreement or, in the absence of agreement, as provided for in Article 9 hereof.

All other issues relating to the new classification shall be determined in accordance with Article 22.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes that within the limitations and qualifications contained in this Agreement, it is the exclusive responsibility and right of the management to the Hospital to:

(a) Direct the operation of the Hospital including the determination of work assignments, procedures, methods and standards and maintain order and discipline.

(b) Hire, discharge, transfer, promote, discipline and direct the work of employees to attain the required standard of efficiency.

ARTICLE 4 - DEFINITIONS

4.01 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 W.S.I.B. disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such person 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 her/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.

4.02 Supervisor

Wherever the word "Supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.

4.03 Working Days

Where used in the Agreement, the term "working days" shall mean Monday to Friday, inclusive (exclusive of statutory holidays). Otherwise, the term "days", "weeks", "months" and "years" shall be in accordance with the calendar designation.

4.04 Shift Worked On A Designated Holiday – Part-time

Shift work on a designated holiday means a shift where the majority of hours fall within the twenty-four (24) hour period of the holiday.

4.05 Definition of Regular Part-Time Employee

A regular part-time employee is one who is scheduled to work, on a regular pre-determined basis, in accordance with Article 16, not more than twenty-four (24) hours per week.

4.06 Definition of Casual Part-time Employee

A casual Part-time Employee is one who is not pre-scheduled, and who ~~is~~ called in to work as needed.

4.07 Part-time Commitment

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

4.08 Definition of Spouse

Spouse means a person who, at any particular date, lives with the employee in a relationship and:

to whom the employee is legally married;

or,

has so lived throughout the twelve (12) months prior to the particular date.

ARTICLE 5 – RELATIONSHIP

5.01 No Discrimination

The Hospital and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced, with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex, sexual orientation or marital status, place of residence nor by reason of her/his membership in a labour union.

5.02 The principle of equal pay for equal work shall apply, regardless of sex.

ARTICLE 6 -STRIKES & LOCKOUTS

6.01 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 as amended from time to time.

ARTICLE 7 - UNION SECURITY

7.01 T4 Slips

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

7.02 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.

7.03 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 fifteen (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.

7.04 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the employer or her/his representative which may conflict with the terms of this Collective Agreement.

7.05 Union Security

All employees of the Hospital, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All future employees of the Hospital shall, as a condition of continued employment, become members in good standing in the Union not later than after one (1) month of continuous employment with the Hospital.

The Hospital shall not be required to discharge an employee who has been expelled or suspended from membership in the Union, other than for engaging in unlawful activity against the Union.

7.06 The Hospital agrees to deduct from every employee any monthly dues or assessments uniformly levied, in accordance with the Union By-laws, and owing by her/him to the Union. Deductions shall be made from each pay and shall be forwarded to the Treasurer of the Union not later than one (1) week from date of deduction, accompanied by a list of all employees from whose wages the deductions have been made.

ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES

8.01 Union Activity on Premises and/or Access to Premises

The Union shall have the right at any time to have the assistance of their Business Representative when dealing or negotiating with the Hospital. Such representative shall have access to the Hospital's premises in order to investigate or assist in the settlement of a grievance. Prior to this investigation, such Business Representative, or her/his designate, will be required to notify the Director of Human Resources, or her/his representative, of her/his presence in the Hospital.

The appointment of, and recognition of stewards shall be conditional upon the steward being an employee in the bargaining unit with regular duties to perform. Before leaving her/his regular duties to attend to the investigation of a grievance, a steward will obtain permission from her/his supervisor to do so, and will report back to her/his supervisor when resuming her/his regular duties. Only a reasonable amount of time shall be consumed during working hours for the investigation of a grievance.

When such steward investigates a grievance, in a department other than her/his own, she/he shall first advise the other department head or person in charge prior to the investigation of the grievance. Such steward shall hold her/his conference in a private area other than a duty area.

8.02 Labour-Management Committee

A Labour-Management Committee shall be set up consisting of two (2) employee representatives of the Union and two (2) representatives of the Hospital. With the mutual agreement of the parties, additional representatives shall be admitted to meetings.

The Committee shall concern itself with matters of the following general nature:

1. Improvement of employee relations.
2. Increasing operating efficiency by promoting co-operation in effective economy moves.
3. Improvement of service to the patients and public.
4. Suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
5. Correction of conditions making for grievances and misunderstanding.
6. Promotion of education and training of the staff.
7. And such other matters of mutual concern as the parties deem properly within their jurisdiction.
8. Full-time Employees: It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

The Committee shall meet at least once per month at a mutually agreeable time and place. When either party submits agenda items, the other party shall respond with their items, if any. Such agenda and notice of the meeting shall be distributed to members at least forty-eight (48) hours in advance of such meeting or with such lesser notice as may be mutually agreed when required. The Committee shall only consider issues on the agenda unless otherwise mutually agreed.

Part-time Employees: In light of the agreements existing between CUPE and the Hospital, the Committee may be a joint one representing employees under two (2) or more agreements provided a representative from each of the bargaining units is present. The Union will advise the Hospital of the names of its committee.

An employer and a union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of each meeting of the Committee shall be prepared and signed as promptly as possible after the close of the meeting by the joint chairpersons. The signed copies of the minutes shall be delivered to the Union and the Hospital within three (3) days following the meeting.

The Committee shall not supersede the activities of any other committee of the Union or the Hospital and does not have the power to bind either the Union or its members or the Hospital to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Hospital with respect to its discussions and conclusions.

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

8.03 Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. The 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 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 14.02.

The Union may appoint a Bargaining Committee consisting of not more than seven (7) (including not more than four (4) full-time employees) employees of this Hospital. At least two (2) of these seven (7) employees shall be appointed from a department of the

Hospital other than a Nursing Service department. The Union will advise the Hospital of the names of its Committee.

8.04 Central Bargaining Committee

Union Central Bargaining Committee Leave

In future central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from her/his normal straight time working hours at her/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) (four **(4)** full-time and three (3) part-time employees), and in no case will more than one (1) 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.

8.05 For Union Business

The Hospital agrees that permission shall be granted upon request to representatives of the Union to leave their assigned work in order to carry on investigations or negotiations with the Hospital with respect to a grievance or complaints and they shall suffer no loss of pay for the time so spent.

8.06 Grievance Committee

The Union Grievance Committee shall consist of not more than six (6) members (employees), three (3) full-time and three (3) part-time, as selected by the Union and as notified to the Hospital in writing. The President or her/his designated representative may also be present.

8.07 Stewards

The Union may appoint or otherwise select twenty-one (21)(fifteen (15) full-time and six (6) part-time employees) stewards to assist employees in the presentation of any grievances that may arise. The Union shall notify the Hospital in writing of the names of such stewards.

8.08 Interchange ability of Stewards and Officers – Part-time

The Hospital agrees that Stewards and Local Union Officers within Local 79 bargaining units at the Hospital may be involved in the investigating and processing of grievances and are interchangeable between the bargaining units.

ARTICLE 9 -GRIEVANCE AND ARBITRATION PROCEDURE

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

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

9.03 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 she/he has first given her/his immediate supervisor the opportunity of adjusting her/his complaint. Such complaint shall be discussed with her/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 following advice of her/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 her/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 her/his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her/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 her/his Department Head who will deliver her/his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to her/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 her/his designee. A meeting will then be held between the Hospital Administrator or her/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 her/his designee may have such counsel and assistance as she/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.

9.04 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/herself institute and the regular grievance procedure shall not be thereby bypassed.

9.05 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 her/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.

9.06 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 her/his probationary period that she/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 her/his probationary period, without just cause.

9.07 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.

9.08 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.

9.09 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 the power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two (2) nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

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

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

9.12 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.

9.13 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 chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

9.14 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 chairperson of the Arbitration Board.

9.15 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.

9.16 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 10 - ACCESS TO FILES

10.01 Access to Personnel File

Each employee shall have reasonable access to her/his personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Human Resources or designate and shop steward, union representative, or co-worker of their choice if they so request. An employee has the right to request copies of any evaluations in this file.

10.02 Clearing of Record

Full-time Employees:

The record of an employee shall not be used against her/him at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

Part-time Employees:

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 (1) year.

ARTICLE 11 - SENIORITY

11.01 Probationary Period

(a) Full-time Employees:

A new employee will be considered on probation until she/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 she/he shall be credited with seniority equal to forty-five (45) working days.

(b) Part-time Employees:

A new employee will be considered on probation until she/he has completed three hundred and thirty-seven and a half (337.5) hours worked. Upon completion of the probationary period she/he shall be credited with seniority equal to three hundred and thirty-seven and a half (337.5) hours

(c) Full-time and Part-time Employees:

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.

11.02 Definition of Seniority

Full-time Employees:

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.

Seniority will operate on a bargaining unit-wide basis.

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

Part-time Employees:

(a) Part-time employees will accumulate seniority on the basis of hours paid in the bargaining unit from the last date of hire, except as provided herein.

Seniority will operate on a bargaining unit-wide basis.

(b) An employee whose status is changed from full-time to part-time shall receive full credit for her/his seniority and service based on fifteen hundred (1500) hours paid for each one (1) year of service provided that the full-time employee's full-time position was within the equivalent full-time bargaining unit.

(c) An employee whose status is changed from part-time to full-time shall receive credit for her/his seniority and service on the basis of one (1) year for each fifteen hundred (1500) hours paid, provided that the part-time employee's part-time position was within the equivalent part-time bargaining unit.

(d) An employee whose status changes from full-time to part-time, whose full-time position was not within the equivalent full-time bargaining unit, shall receive credit for service based on fifteen hundred (1500) hours paid for each one (1) year of service for the purpose of vacation entitlement, and shall not receive credit for the purposes of seniority or service for the purpose of wage progression. An employee whose status is changed from part-time to full-time whose position was not within the equivalent part-time bargaining unit, shall receive credit for service for the purpose of vacation entitlement on the basis of one (1) year for each fifteen hundred (1500) hours paid, and shall not receive credit for the purposes of seniority, or service for the purpose of wage progression.

The above-noted employee shall be allowed a trial period of up to two hundred and twenty-five (225) hours 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.

The Hospital shall maintain an up-to-date seniority list showing each employee's seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

1.03 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if she/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 Lay-off and Recall, and,
- (g) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

1.04 Effect of Absence

1.04.01 Full-time Employees:

- (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 subsidized employee benefits in which she/he is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

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

1 11.04.02 Part-time Employees:

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 W.S.I.B. benefits on the basis of what the employee's normal regular hours of work would have been

11.05 Job Posting

Full-time Employees :

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.

Part-time Employees:

Where a permanent regular part-time 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.

Full-time/Part-time Employees:

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.

Full-time Employees:

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

Part-time Employees:

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be considered for such positions prior to considering persons not members of CUPE bargaining units. 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.

Full-time/Part-time Employees:

The successful full-time applicant shall be allowed a trial period of up to thirty (30) days or up to two hundred and twenty-five (225) hours if part-time, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this trial 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 copy of such notice will be forwarded to the Union office and such notice shall contain at least the following information: nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range. It is understood that, once posted, the Hospital may in its discretion fill such vacancy on an interim basis. If the position is not filled within sixty (60) consecutive days of the posting, the Union and the Department Head shall meet to discuss the reason.

It is understood that temporary vacancies, the duration of which are not to exceed six (6) months, and which are expected to be filled by temporary employees, will not be posted.

Full-time Employees :

Temporary vacancy shall be considered as one that is caused by the absence of a full-time employee due to sickness, injury, absenteeism, or a temporary leave of absence authorized by the employer, vacations or a temporary increase in work. Temporary vacancies will not be posted; however, when filling a temporary vacancy the Hospital shall give preference to the senior employee in the Department that can qualify to perform the work to be done. If, in the opinion of the Hospital, no such employee is qualified to complete the temporary vacancy, an appointment will be made to a person outside of the Bargaining Unit.

Part-time Employees:

Temporary vacancy shall be considered as one that is caused by the absence of a part-time employee due to sickness, injury, absenteeism, or a temporary leave of absence authorized by the employer, vacations or a temporary increase in work. Temporary vacancies will not be posted; however, when filling a temporary vacancy the Hospital shall give preference to the senior employee in the Department that can qualify to perform the work to be done. If, in the opinion of the Hospital, no such employee is qualified to complete the temporary vacancy, an appointment will be made to a person outside of the Bargaining Unit.

Full-time/Part-time Employees:

If a temporary vacancy caused by an increase in work continues for more than thirty (30) consecutive days, the Union and the Department Head shall discuss whether the **job** shall continue as temporary or be posted as a permanent vacancy. If upon review as set out above, it is determined that the reasons for the temporary job changes no longer exist, then the employee shall return to her/his original job. If the review determines that a regular vacancy has occurred, then it shall be posted in the usual manner.

Part-time Employees:

The Hospital will provide on a monthly basis a copy of all job postings and successful applicants to the Union.

A list of vacancies filled in the preceding month and the names of the successful applicants will be posted, with a copy to the Union.

11.06 Transfer and Seniority Outside the Bargaining Unit

For part-time employees transferred out of the bargaining unit or for full-time employees transferred out of the bargaining unit subsequent to February 20, 1987:

(a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without her/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.1) Full-time employees:

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 she/he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her/his return to the bargaining unit.

(b.2) Part-time employees:

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, she/he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her/his return to the bargaining unit.

(c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months she/he shall accumulate seniority during the period of time outside the bargaining unit.

Note: Full-time employees outside the bargaining unit as of February 20, 1987 will be credited with whatever seniority they held under the Collective Agreement expiring September 28, 1984, should they be returned to the bargaining unit subsequent to February 20/1987.

11.07 Notice and Redeployment Committee

(a) Notice

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

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

(ii) provide to the affected employee(s), if any, no less than **six** (6) months written notice of lay-off, or pay in lieu thereof.

Note: Where a proposed lay-off 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 lay-off.

(b) Redeployment Committee

At each hospital, a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 11.07 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 lay-off(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 re-training needs of workers and facilitate such training for workers who are: or would otherwise be, laid off.

(4) Subject to Article 11.11(b), 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 re-training, 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 Union will have a minimum of three (3) representatives on this committee. Where for the purposes of HTAP (the Ontario Hospitals 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 meeting shall be deemed to be work time for which the representatives shall be paid by the Hospital at her/his 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 lay-off(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.

11.08 Lay-off and Recall

An employee in receipt of notice of lay-off pursuant to 11.07(a) (ii) may:

- (a) accept the lay-off, or
- (b) opt to receive a separation allowance as outlined in Article 11.12; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 20.03(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 lay-off 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 11.07.

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

Note: For purposes of the operation of Clause (d), an identical-paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate. In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid off employee's straight time hourly rate.

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

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she/he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

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

An employee recalled to work in a different classification from which she/he was laid off shall have the privilege of returning to the position she/he held prior to the lay-off 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 her/his proper address being on record with the Hospital.

Employees on lay-off 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 lay-off.

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

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 11.07.

11.09 Benefits on Lay-off – Full-time Employees

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 her/his intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

11.10 Technological Change

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

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

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) 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.

11.11 Re-training

(a) Re-training for positions within the Hospital

Where, with the benefit of re-training of up to six (6) months, an employee who has either accepted the lay-off 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 11.07 (b)(i):

(i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through re-training shall be offered to employees who apply and would qualify for the position with the available re-training 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 lay-off and been approved for retraining in order to prevent a lay-off will have their work schedules adjusted in order to enable them to participate in the re-training 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 lay-off who may require a leave of absence to undertake re-training 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 re-training in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of her/his 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 11.11(a)(i).

An employee subject to lay-off who applies but later declines to accept a re-training offer or fails to complete the training will remain subject to lay-off.

11.12 Separation Allowance

(a) Where an employee resigns within one (1) month (30 days) after receiving notice of lay-off pursuant to Article 11.07(a)(ii) that her/his position will be eliminated, she/he 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 dollars (\$3,000).

(b) Where an employee resigns later than one (1) month after receiving notice pursuant to Article 11.07(a)(ii) that her/his position will be eliminated, she/he 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 dollars (\$1,250).

11.13 Portability of Service

Full-time Employees:

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

Part-time Employees:

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 fifteen hundred (1500) hours of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

11.14 The Hospital shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

11.15 Seniority shall determine shift preference, subject only to ability to perform the job required, where employees are not on a regular rotating shift.

11.16 Employees hired for a fixed period to replace regular part-time employees during the vacation of full-time employees will not be entitled to access the lay-off and recall provisions of the Collective Agreement.

ARTICLE 12 - CONTRACTING OUT/IN

12.01 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 lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out to

an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment is not a breach of this provision.

12.02 Contracting In

Further to Article 11.07(b)(i)(1), the parties agree that the Redeployment Committee will immediately undertake a review of any existing subcontract 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 13 -WORK OF THE BARGAINING UNIT

13.01 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.

13.02 Volunteers

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

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted at least two (2) weeks in advance, except in cases of emergency, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

14.02 Union Business

Leave of absence without pay will be granted by the Hospital to not more than five (5) employees (three (3) full-time and two (2) part-time employees) at a time to attend Union conventions or seminars. The granting of such leave shall be conditional upon the Hospital receiving a minimum of fourteen (14) days notice for seminars, and twenty-one (21) days notice for conventions, of the names of employees prior to the effective date of the leave.

Such employee shall receive her/his pay and benefits, if requested, as provided for in the Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

14.03 Full-time Position with the Union or Full-time Public Office

Leave of absence without pay will be granted to not more than four (4) employees (two (2) full-time and two (2) part-time employees) at a time who are selected to work on a

full-time basis for the Union. Such leave shall not exceed one (1) year at a time and will only be renewed for two (2) additional years upon written request of the Union. The Hospital will be notified at least one (1) month in advance of the date on which such leave is to commence.

Leave of absence without pay will be granted to an employee who may be elected to public office. An employee who contemplates running for such office shall notify the Hospital as far in advance as practicable. The duration of such leave shall not exceed one term of office.

14.04 Bereavement

An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of pay to attend the bereavement of a parent, spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchild. Payment for such day or days off shall be confined to the period from the date of death up to and including the funeral. If the death of any person above necessitates travel in excess of three hundred (300) miles up to five (5) days may be granted.

The Hospital may also grant, in addition to the above, leave of absence without pay. Such leave of absence without pay shall not be in excess of five (5) calendar days.

One-half (1/2) day shall be granted without loss of pay to attend a funeral as a pall-bearer (provided such employee has the approval of her/his Supervisor).

If an employee is unable to attend the funeral for any reasons, she/he shall be entitled to one (1) day's leave without loss of regular straight time earnings for bereavement on the day of the funeral.

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.

14.05 Jury & 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 shall not lose regular pay because of such attendance provided that the employee:

(a) notifies the Hospital immediately on the employee's notification that she/he will be required to attend at court;

(b) presents proof of service requiring the employee's attendance;

(c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's

duties at the Hospital on her/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 she/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, she/he is required to attend during other than her/his regularly scheduled paid hours, she/he shall be paid for all hours actually spent at such hearing at her/his straight time hourly rate subject to (a), (b) and (c) above.

14.06 Pregnancy Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

(b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

(c) The employee shall re-confirm her intention to return to work on the date originally approved in sub-section (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

(d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Employment 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 per cent (93%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's Employment 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 per cent (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.

Full-time Employees:

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.

Part-time Employees:

The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. The Hospital will register these benefits as part of the Supplemental Unemployment Benefit Plan with the Employment Insurance Commission.

(f) 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.

(g) When persons are hired to replace employees who are on approved pregnancy leave, the period of employment of such persons will not exceed the pregnancy 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 her/his probation period will be credited with the appropriate seniority.

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

14.07 Parental Leave

(a) Parental 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 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.

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 her/his own.

(c) 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.

(d) The employee shall reconfirm her/his intention to return to work on the date originally approved in sub-section (c) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

(e) Effective on confirmation by the 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 per cent (93%) of the employee's normal weekly earnings and the sum of her/his 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 her/his 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 per cent (93%) of her/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) Benefits Continuation

Full-time Employees:

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 eighteen (18) weeks while the employee is on parental leave.

Part-time Employees:

The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave. The Hospital will register these benefits with the employment Benefit Plan.

(h) Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to her/his former duties, on the same shift in the same department, at the same rate of pay.

(i) When persons are hired to replace employees who are on approved parental leave, the period of employment of such persons will not exceed the parental 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 her/his probation period will be credited with the appropriate seniority. The Hospital will outline to employees selected to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

14.08 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 her/his employment qualifications,

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

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

14.09 Pre-paid Leave Plan

Effective September 29, 1993, the Hospital agrees to introduce a pre-paid leave programme, 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 programme, (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 parties. The year for purposes of the programme 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, twenty per cent (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 her/his 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 programme 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 programme in accordance with Article 14.09 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 pre-paid leave programme will be appended to and form part of the written agreement.

14.10 An employee shall be granted one (1) day off with pay to attend court for the purpose of receiving her/his citizenship.

ARTICLE 15 - SICK LEAVE, INJURY & DISABILITY

Full-time Employees :

15.01 Amount of Sick Leave

Sick leave shall be granted to employees on the basis of one and one-half (1-1/2) days for every month of service, commencing with the fourth month of service. For the purpose of regulating and administering this clause, all employees' anniversary dates shall be the first day of the fifth month. The fourth month shall be computed on the following basis:

Those persons employed between:

1st day of a month and the 7th day inclusive	1 1/2 days
8th day of a month and the 14th day inclusive	1 day
15th day of a month and the 21st day inclusive	1/2 day
22nd day of a month and the end of the month	0 days

In any one year where an employee has not had sick leave or only a portion thereof, she/he shall be entitled to an accrual of all the unused portion of sick leave for her/his future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in 15.05(c).

If an employee is sick for less than one half day, no deduction shall be made from her/his accumulated sick leave. If an employee is sick for more than one half day, but less than a full day, one half day shall be deducted from her/his accumulated sick leave.

Mechanics

Off without pay 1/2 day or less accumulates	1 1/2 days
Off without pay for more than 1/2 day but less than 8	

in any one month accumulates 1 day
Off without pay for 8 continuous calendar days but less than 15
in any one month accumulates 1/2 day

Off without pay for 15 continuous calendar days or more
in any month, accumulates 0 days
Leave of absence for union business without pay up to seven (7)
consecutive calendar days in any month, accumulate 1/2 days

Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 15.01, may be subject to the grievance and arbitration procedure under the provisions of this collective agreement.

15.02 Injury Pay

If an employee is injured on the job and her/his supervisor excuses her/him from further duty for the balance of her/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.

15.03 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.

15.04 Accumulated Sick Leave Provisions

(a) In the event of the death of an employee, there shall be paid to her/his spouse or estate, an amount equivalent to her/his salary for one-half the number of days standing to her/his credit for sick leave, subject to a limit of an amount not in excess of what she/he would have earned in six (6) months at the rate received by her/him immediately prior to her/his death.

(b) For the purpose of computing length of service the following shall be included:

(1) All time worked with the Municipality of Metropolitan Toronto and any local Boards thereof, for all employees of the Hospital employed prior to January 1, 1974.

(2) All time lost on account of absence for reason of illness where the employee was paid for such absence or was considered as being on sick leave without **pay**.

(c) Every employee employed prior to June 11, 1981, who has less than five (5) years of service and has become incapable through illness, old age or disability of efficiently discharging her/his duties and is retired shall receive an amount equivalent to her/his salary for one-half the number of days standing to her/his credit for sick leave at the rate received by her/him immediately prior to her/his retirement.

(d) Every employee who has completed five (5) or more years of service on severance of employment shall receive an amount equivalent to her/his salary for one-half the

number of days standing to her/his credit for sick leave, subject to a limit of an amount not in excess of what she/he could have earned in six (6) months at the rate received by her/him immediately prior to her/his severance of employment.

(e) Every employee who has completed ten (10) or more years of continuous service on severance of employment shall receive an amount equivalent to her/his salary for eighty percent (80%) the number of days standing to her/his credit for sick leave subject to a limit of an amount not in excess of what she/he could have earned in nine (9) months at the regular monthly rate received by her/him immediately prior to her/his severance of employment.

15.05 Sick Leave Administration

(a) Sick Leave Records

A record of all unused sick leave will be kept by the Hospital. Within one (1) month after the close of each calendar year, each employee shall be advised by the Hospital of the amount of accumulated sick leave to her/his credit. Any employee is to be advised on application of the amount of sick leave accrued to her/his credit.

(b) Reporting of Illness

For each occasion of illness, the employee shall be required to promptly report such illness in accordance with designated and posted procedure.

Any employee who has been absent due to illness shall report her/his intention to return to work no later than the day prior to the date she/he actually returns to work, or in the case of absence of three (3) days or less, at least eight (8) hours prior to the scheduled shift.

An employee who fails to report an illness shall be considered absent without leave.

The Hospital may require the employee to present documented proof of illness.

(c) Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

15.06 Payment Pending determination of W.S.I.B. Claims

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 W.S.I.B benefits for a period longer than one (1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she/he would receive from the Workplace Safety and Insurance Board if her/his claim was approved, or the benefit to which she/he would be entitled under the 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 and Insurance Board. If the claim for W.S.I.B 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 sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

Part-time Employees:

15.07 Reporting of Illness

For each occasion of illness, the employee shall be required to promptly report such illness in accordance with designated and posted procedure. An employee who fails to report an illness shall be considered absent without leave. The Hospital may require the employee to present documented proof of illness.

15.08 Injury Pay

If an employee is injured on the job and her/his supervisor excuses her/him from further duty for the balance of her/his shift, the employee shall be paid at his or her regular rate of pay for the balance of the shift.

ARTICLE 16 – HOURS OF WORK

Full-time Employees:

16.01 Daily & Weekly Hours of Work (effective January 4, 1999)

The hours of work for employees in these Bargaining Units shall be as follows:

- (a) Office and Clerical employees, exclusive of those working in the Nursing Department, shall work five (5) consecutive seven and half (7 1/2) hours days exclusive of a luncheon period.
- (b) Switchboard operators shall be on a schedule of seventy-five (75) hours over a two-(2) week period exclusive of luncheon periods.
- (c) All employees of these bargaining units shall be required to work seven and half (7 1/2) hours per shift, excluding a luncheon period, and exclusive of a turnover period of up to fifteen (15) minutes, on a schedule providing seventy-five (75) hours over a two (2) week period. Should such turnover period extend beyond fifteen (15) minutes the entire period shall be considered overtime for the purposes of payment.

16.02 Rest Periods

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

16.03 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.

16.04 Scheduling

(a) Schedules shall be posted at least two (2) weeks in advance of going into effect.

(b) Schedules are to provide at least one (1) weekend off in three (3) weekends. This applies only to office, clerical and switchboard employees.

(c) Employees shall be allowed the trading of days off with another employee of their own status, subject to the approval of the immediate supervisor. Such mutual exchange would not require the Hospital to pay overtime rates of pay.

Such mutual exchange shall be communicated, in writing, to the Supervisor by the employees involved, at least forty-eight (48) hours prior to the change.

At the total option of the Supervisor, the forty-eight-- (48) hour time limit may be waived.

(d) If an employee is required to work more than seven (7) consecutive regularly scheduled work days, she/he will be paid overtime rates of time and one-half for each day that she/he works in excess of the seven (7) consecutive regularly scheduled work days.

(e) Overtime and call back time shall be divided equally among those employees normally engaged in those operations and who are qualified to perform the work that is available.

(f) Where the regular shift of an employee is to be changed, the employee shall be given forty-eight (48) hours notice of such change. If the change necessitates the employee working on an off day, or she/he is not given forty-eight (48) hours notice, overtime as set out in Article 17 shall be paid for the first seven (7) or seven and one-half (7 1/2) hours of work (whichever is applicable) after the shift change.

(g) All time worked by an employee shall be from the time she/he reports to her/his area of work. to the time she/he leaves her/his area of work at the end of her/his shift.

(h) There shall be no extended amount of overtime worked in any operation where there are employees on lay-off in the same or similar type of operation and qualified to perform the available work.

Part-time Employees:

16.05 Schedules shall be posted at least two (2) weeks in advance in accordance with 16.07(b), and shall cover a period of six (6) weeks.

16.06 The following provision designating regular hours on a daily shift and regular daily shifts over the employee schedule determined by the Hospital shall not be construed to

be a guarantee of the hours of work to be performed on each shift or during each shift scheduled.

(a) Effective January 4, 1999, all employees of this bargaining unit will be required to work up to seven and one-half (7½) hours per shift, excluding a lunch period and exclusive of a turnover period of up to fifteen (15) minutes. Should such turnover period extend beyond fifteen (15) minutes, the entire period shall be considered overtime for the purposes of payment.

(b) With the exception of the Food Services Department which has a three and one-quarter (3¼) hour shift, shifts of less than such hours shall be of a minimum duration of four (4) hours. It is understood employees will not work more than five (5) days in one (1) week unless under exceptional circumstances.

*NOTE: Employees working the three and one-quarter (3¼) hour shift shall continue to receive a fifteen- (15) minute paid rest period.

16.07 (A)(1) Commitment (Nursing)

A regular part-time RPN/UST will be available to work:

(a) a minimum of four (4) tours per pay period including two (2) different rotations of which days is one (1) (i.e. DIE, DIN);

(b) a minimum of three (3) weekends in six (6) [12:00 a.m. Saturday to 12:00 a.m. Monday] and,

(c) either Christmas (December 24, 25, 26) or New Year's (including December 31, January 1, 2).

A regular part-time RPN/UST will be required to provide this commitment, as well as her/his availability, upon hire and advise the Hospital of any change hereto.

(2) Commitment (Non-Nursing)

A regular part-time employee will be available to work:

(a) a minimum of four (4) shifts per two-(2) week pay period;

(b) a minimum of three (3) weekends in six (6) [12:00 a.m. Saturday to 12:00 a.m. Monday] and,

(c) either Christmas (December 24, 25, 26) or New Year's (including December 31, January 1, 2).

A regular part-time employee will be required to provide this commitment, as well as her/his availability, upon hire and will advise the Hospital of any change hereto.

(B) Schedules

Schedules will be posted no less than two (2) weeks in advance for a six (6) week period. Schedules within the Nursing Department will be done on an individual unit basis.

Once the shift schedule is posted, a request for a shift change must be made in writing to the Supervisor/Manager. Shift changes may be approved subject to the needs of the Hospital and the availability of a qualified substitute and provided that the shift may be filled without payment of any premium pay to any employee. This approval will not be unreasonably withheld.

Once the shift schedule is posted, a request for a shift exchange with another part-time employee must be made in writing and co-signed by the employee willing to make the exchange. Exchanges will be approved provided that the exchange does not result in the payment of any premium pay to any employee.

Such mutual exchange shall be communicated, in writing, to the Supervisor/Manager by the employees involved, at least forty-eight (48) hours prior to the change,

At the total option of the Supervisor/Manager, the forty-eight (48) hour time limit may be waived.

(1) Scheduling (All Employees Except RPN's/UST's)

(a) Casual and relief shifts which become available will first be offered to regular part-time employees who have not been assigned up to twenty-four (24) hours per week within the pay period on the pre-scheduled schedule. Offers will be made in order of seniority, and depending on availability.

Shifts will next be offered to casual employees in order of seniority, and depending on availability up to twenty-four (24) hours per week per employee.

(b) Vacancies arising in regard to the schedule will first be offered to existing regular part-time employees in the same classification. The most senior applicant will be awarded the position.

The resulting vacancy, if any, will be posted in accordance with Article 11.05.

(2) RPN/UST Scheduling

Following the establishment of the schedule on February 1, 1997, RPN's/UST's will be able to alter their availability up to two (2) weeks prior to the next schedule's posting. Shifts will be assigned in accordance with seniority and stated availability up to twenty-four (24) hours per week per regular part-time employee where availability allows.

Casual and relief shifts which become available will first be offered to regular part-time employees on the unit who have not been assigned up to twenty-four (24) hours per week within the pay period on the pre-scheduled schedule. Offers will be made in order of seniority, and depending on availability.

Relief and casual shifts will next be offered *to* employees who have identified the unit as their alternate unit. Shifts will be offered in order of seniority, up *to* three (3) shifts per week, and depending on availability. Remaining shifts will be offered to casual employees who have identified the unit as a unit of choice based on seniority and availability up to a maximum of three (3) shifts per week.

Any shifts remaining will be distributed as equitably as possible amongst the part-time employees.

16.08 Where the regular pre-scheduled shift of an employee is *to* be changed, the employee shall be given twenty-four (24) hours notice of such change. If less than twenty-four (24) hours notice is provided, the employee will be paid at time-and-a-half of the employee's regular straight time hourly rate for all hours worked on the employee's next shift [up to seven and one-half (7½) hours].

16.09 Rest Periods

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarters (3¾) hours of work.

16.10 Meal Break

The Hospital will schedule a one-half (½) hour meal break for each employee in mid-shift provided that the shift is at least five (5) hours in duration.

16.11 Wash-Up Time

Full-time and Part-time Employees:

A five (5) minute wash-up time shall be allowed *to* all employees immediately prior to the end of each day's work.

The provisions of this clause shall not apply *to* those employees normally working on jobs requiring them to remain on duty during a turnover period, as outlined in Article 16.01 for full-time employees and 16.06(a) for part-time employees.

A ten (10) minute wash-up time shall be allowed to employees in the soiled linen room immediately prior to the end of each day's work.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Definition of Overtime

Employees required by the Hospital to work in excess of seven and one-half (7-1/2) hours per shift or seventy-five (75) hours over a *two* (2) week period shall be paid overtime for all such excess hours.

Full-time Employees:

All time worked on scheduled off days shall be paid for at one and one-half (1 1/2) times the regular straight-time rate of pay for every hour worked.

17.03 Overtime Premium and ~~No~~ Pyramiding

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

Overtime premiums 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.

17.04 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.

17.05 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.

17.06 Callback

Where employees are called back to work having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of four **(4)** hours work or four **(4)** hours pay at the rate of time and one-half their regular straight-time rate of pay. Where callback is immediately prior to the commencement of their regular shift the callback pay will only apply to the point of commencement of a regular shift at the rate of time and one-half; afterwards, they shall revert back to the regular shift.

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

Standby pay shall, however cease where an employee is called into work under Article 17.06 above and works during the period of standby.

17.08 Temporary Transfer

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

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

17.09 Shift Premium

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

ARTICLE 18 – HOLIDAYS

18.01 Number of Holidays

There shall be twelve (12) holidays and these holidays are set out as follows:

New Year's Day	Canada Day
Remembrance Day	Good Friday
Civic Holiday	Christmas Day
Easter Monday	Labour Day
Boxing Day	Queen's Birthday
Thanksgiving Day	

Part-time Employees:

The twelfth holiday shall be observed on the third Monday in February.

Full-time Employees:

A twelfth holiday shall be observed as a floating holiday to be taken during the calendar year on a day determined by the mutual agreement of the employee and the Hospital.

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.

18.02 Definition of Holiday Pay and Qualifiers

Holiday pay, for an employee working the standard hours per day, as set out in provision 16.01 for full-time employees and provision 16.06 for part-time employees, is defined as the amount of straight-time hourly pay exclusive of shift premium which an employee would have received had she/he worked a normal shift on the holiday in question.

In order to qualify for holiday pay or to qualify for a lieu day for any holiday, as set out in Article 18.01 an employee must complete her/his scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason,

An employee who was scheduled to work on a holiday, as set out in Article 18.01 and is absent shall not be entitled to holiday pay or to a lieu day to which she/he would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay or a lieu day for any holiday 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.

18.03 Payment for Working on a Holiday

An employee who is required to work on a designated holiday (see Article 18.01) shall be paid overtime rates of time and one-half.

In addition, a full-time employee who works on a designated holiday shall receive her/his regular holiday pay, or a day off in lieu of holiday pay, at her/his option and as arranged no less than two (2) weeks in advance with her/his supervisor.

18.04 Payment for Working Overtime on a Holiday

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

Full-time Employees:

18.05 Shift employees whose scheduled off days fall on the day a designated holiday is observed shall be paid holiday pay, or granted a lieu day at her/his option and as arranged in advance with her/his supervisor.

Full-time Employees :

18.06 When a designated holiday falls within an employee's vacation period, she/he shall be granted an extra day off in lieu of holiday pay.

18.07 Where practicable, full-time employees shall be granted lieu days of their choosing.

18.08 Subject to staffing requirements:

(a) A special schedule will be posted which will provide, on the basis of seniority, time off where requested by an employee on Christmas or New Year's Day.

(b) Employees normally required to work on weekends and designated holidays shall be eligible for four (4) consecutive days off, at either Christmas or New Year's.

(c) During the period December 15th to January 15th, the provisions of Article 16.04(b) for full-time employees and 16.07(A)(1)(b) and 16.07 (A)(2)(b) for part-time employees Weekends Off - may be waived.

ARTICLE 19 – VACATION

Full-time Employees:

19.01 Entitlement, Qualifiers & Calculation of Payment

Effective January 1, 1991, and subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior conditions, vacation entitlement shall be as follows:

An employee who has completed less than one (1) year of continuous service as of June 30 shall be entitled to two (2) weeks annual vacation; payment for such vacation shall be prorated in accordance with her/his service.

An employee who has completed one (1) year but less than two (2) years of continuous service as of June 30 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 as of June 30 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 as of June 30 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 as of June 30 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 as of June 30 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 19.04, Effect of Absence.

19.02 Work During Vacation – Full-time Employees

Should an employee who has commenced her/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 her/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 she/he has so worked.

19.03 Illness During Vacation – Full-time Employees

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

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

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

Full-time Employees:

19.04 Service for vacation entitlement (outlined in Article 19.01) shall be calculated as of June 30th in each year.

An employee shall become eligible for her/his increased vacation entitlement as outlined in Article 19.01 in the year in which the appropriate anniversary date of employment falls.

Employees who retire on pension will be granted their full vacation entitlement for the year in which the retirement occurs. In the case of death, the same will apply with payment being made to the estate.

Employees who resign or are dismissed will be granted annual vacation on a pro-rata basis based on the percentage of the vacation year that they have worked.

19.05 Full-time employees shall submit written requests to their supervisor for vacation time off by March 15 in each vacation year. If employees of the same classification request the same vacation time and such requests cannot be accommodated by the Hospital, then seniority shall apply. Finalized vacation schedules shall be posted by May 1 of each vacation year.

Full-time Employees:

19.06 The vacation year shall extend from January 1st to December 31st.

19.07 A full-time employee may, subject to the approval of her/his Department Head, take her/his annual vacation at any time during the vacation year.

19.08 An employee may, subject to the approval of her/his Department Head, postpone her/his annual vacation or any part thereof to the following vacation year.

19.09 Except in cases of severance of employment, full-time employees will not be paid cash in lieu of vacation time.

19.10 Subject to the approval of the Department Head, an employee may elect to take a leave of absence without pay for a period of not more than two (2) weeks for the purpose of an extended vacation.

This provision may be applied by the employee every five (5) years only and shall not be applied during the calendar months of July and August.

19.11 Full-time employees may, upon giving at least twenty-one (21) days notice, receive their vacation pay prior to taking their annual vacation.

19.12 Where a full-time employee's anniversary date is after June 30th, the additional week shall be taken after the said anniversary date and will apply only if there is one clear week remaining in the calendar year.

Part-time Employees:

19.13 Entitlement, Qualifiers and Calculation of Payment

(a) Effective July 1, 1995, vacation pay shall be as follows:

(b) Employees who have completed less than three thousand (3000) hours of service shall be entitled to four percent (4%) vacation pay.

(c) Employees in the bargaining unit working at their vacation will be granted six percent (6%) vacation pay after completing three thousand (3000) hours of service.

(d) Eight percent (8%) after seventy-five hundred (7500) hours of service.

(e) Ten percent (10%) after twenty-two thousand, five hundred (22500) hours of service.

(f) Twelve percent (12%) after thirty-seven thousand, five hundred (37500) hours of service.

(g) Employees shall receive vacation pay each pay period based on regular straight time for that pay period.

(h) Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay.

(i) Each employee shall receive vacation pay each pay period.

19.14 Part-time employees will be entitled to time off for vacation equivalent to one (1) week time off for each *two* percent (2%) annual vacation pay.

ARTICLE 20 – HEALTH & WELFARE

20.01 Insured Benefits

Full-time Employees:

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

(a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

(b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual).

(c) The Hospital agrees to contribute 90% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions. Effective the first of the month after the date of ratification the Hospital's contribution to H.O.O.G.L.I.P. (or such other group life insurance plan) will be 100%.

(d) The Hospital agrees to contribute 50% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

Effective the first of the month after the date of ratification the Hospital's contribution under the Blue Cross #9 Dental Plan or comparable coverage with another carrier will be 75%.

(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 benefit 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 her/his 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.

Part-time Employees:

20.01 Employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid, in whole or in part by the Hospital, as part of direct compensation or otherwise, save and except salary, vacation pay, call back pay, reporting pay, responsibility allowance and bereavement pay) an amount equal to fourteen percent (14%) of her/his regular straight time hourly rate for all straight time hours paid.

20.02 Change of Carrier – Full-time Employees

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

20.03 Pension

20.03 (a)(1) Full-time Employees:

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.

20.03 (a) (2) Part-time Employees:

All employees of the Hospital covered by this Agreement may join the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the regulations of the Plan.

Full-time and Part-time Employees:

(b) Prior to issuing notice of lay-off pursuant to Article 11.07(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under H.O.O.P.P. 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 lay-off under Article 11.07(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 (2) weeks salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of twenty-six (26) weeks salary, and, in addition, full-time employees shall receive a single lump sum payment equivalent to one thousand dollars (\$1,000) for each year less than age 65 to a maximum of five thousand dollars (\$5,000) upon retirement.

ARTICLE 21 - HEALTH & SAFETY

21.01 Health & Safety Committee

(a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

(b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention Health & Safety Committee at least two (2) (one (1) full-time and one (1) part-time) representatives selected or appointed by the Union from amongst bargaining unit employees.

(c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

(d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.

(e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

(f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention Health & Safety Committee in accordance with the foregoing shall be granted and 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 her/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 pregnancy leave referred to in Article 14.06.

(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, or other vaccine.

21.02 Protective Footwear – Full-time

Effective January 1, 1989, and on that date for each subsequent calendar year, the Hospital will provide \$35.00 per calendar year to each full-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of her/his duties.

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

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

ARTICLE 22 - COMPENSATION

22.01 Job Classification

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

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

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

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

22.02 Promotion to a Higher Classification

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

22.03 Wage Rates

The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

22.04 Pay Day

Full-time employees:

Employees will be paid on a bi-weekly basis. On each pay day each employee shall be provided with an itemized statement of her/his wages, overtime and bonuses and deductions.

Part-time employees:

Employees will be paid on a bi-weekly basis. On each pay day, each employee shall be provided with an itemized statement of her/his wages, overtime, vacation pay, total accrued aggregate hours paid and bonuses and deductions. Accrued aggregate hours will be included beginning January 23, 1997.

22.05 Effective December 14, 1998, all employees will be paid on a bi-weekly basis using direct deposit to the employee's account.

Where a payroll error has occurred which reduces the employee's wages in excess of ten dollars (\$10) an employee shall be able to obtain on demand, the amount owing to her/him prior to the next pay day.

ARTICLE 23 -GENERAL

23.01 Bulletin Boards

The Hospital will provide a designated bulletin board for the exclusive use of the Union for posting notices. All notices posted shall be signed by an officer of the Union and will be submitted to the Director of Human Resources or her/his designate for approval before posting

23.02 Uniforms

The Hospital shall furnish, maintain and launder without charge such uniforms from time to time, required by the Hospital to be worn by the employees, except that employees in the classification of Registered Nursing Assistant, Occupational Therapy Assistant, Therapy Attendant, Physiotherapy Assistant, Food Supervisor, Diet Clerk and Health Care Aide shall furnish their own uniforms and shall receive five dollars (\$5.00) per month for replacement, maintenance and laundering. Employees in the classification of Ward Clerk shall receive two dollars (\$2.00) per month to launder and maintain the uniforms that the Hospital shall furnish.

The Hospital shall provide protective clothing for dirty linen room workers.

23.03 A copy of this Collective Agreement in a mutually agreeable form shall be issued by the Hospital to each employee. The cost of such copies will be shared equally by the Hospital and the Union.

23.04 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Human Resources of the Hospital or her/his designate and the Secretary of the Union.

23.05 (a) **Full Time** employees: Registered Practical Nurses are required to present to the unit Program Director, by January 31 of each year, their current Certificates of Competence or proof of application thereof.

(b) **Part-** time employees: Registered Practical Nurses are required to present to the unit Program Director, by December 31 of each year, their current Certificates of Competence or proof of application thereof.

23.06 Disabled **Employee's** Preference

An employee with five (5) years or more of seniority who, by reason of advancing years or temporary disablement, is no longer capable of performing the normal requirements of her/his regular work, will be given any available light work at the rate of pay applicable to the said light work.

ARTICLE 24 – DURATION

24.01 Term

This Agreement shall continue in force and effect until September 28, 1998. Should the parties not bargain centrally, either party to this Agreement may at any time during the last three (3) months of the Agreement, present to the other in writing, proposed terms of a new or further Agreement and/or amendments to this Agreement. A conference shall be held within twenty (20) days from the first giving of notice by either party at which time the parties shall commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by September 28, 1998, this Agreement and all its terms shall continue in force until a new Agreement is executed.

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 one hundred and twenty (120) to sixty (60) days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five (45) days prior to the termination date of this Agreement.

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central negotiating committees referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth (6th) 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 Toronto, Ontario, this _____ day of _____, 2000

For the Hospital:

David P. Anderson
Grace Wajsa
Blaine King
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For the Union:

Robert J. Dubois
News ASSE
Grand Union
[Signature]
T. B. [Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE "A" – WAGE RATES
Effective April 1, 1997

REGISTERED PRACTICAL NURSE

37 1/2 hours/week; 75 hours/bi-weekly

Uniform Allowance: \$5.00/month (\$2.31/bi-weekly)

	Start \$	12 months \$	24 months \$
Annual	30,270.59	30,531.15	30,942.87
Monthly	2,522.55	2,544.26	2,578.57
Hourly	15.523	15.657	15.868

Effective October 15, 1997

	Start \$	12 months \$	24 months \$
Annual	30,270.59	31,824.00	32,931.87
Monthly	2,522.55	2,652.00	2,744.32
Hourly	15.523	16.320	16.888

Effective April 15, 1998

	Start \$	12 months \$	24 months \$
Annual	30,829.50	32,321.25	33,813.00
Monthly	2,569.13	2,693.44	2,817.75
Hourly	15.810	16.575	17.340

OCCUPATIONAL THERAPY ASSISTANT

37 1/2 hours/week; 75 hours/bi-weekly

Uniform Allowance: \$5.00/month (\$2.31/bi-weekly)

	Start \$	3 months \$	15 months \$	27 months \$
Annual	28,910.12	29,516.76	30,125.39	30,942.87
Monthly	2,409.18	2,459.73	2,510.45	2,578.57
Hourly	14.826	15.137	15.449	15.868

Effective September 13, 1998

	Start \$	3 months \$	15 months \$	27 months \$
Annual	28,910.12	29,516.76	30,125.39	31,200.00
Monthly	2,409.18	2,459.73	2,510.45	2,600.00
Hourly	14.826	15.137	15.449	16.000

PHYSIOTHERAPY ASSISTANT

37 1/2 hours/week; 75 hours/bi-weekly

Uniform Allowance: \$5.00/month (\$2.31/bi-weekly)

	Start \$	3 months \$	15 months \$	27 months \$
Annual	28,908.13	29,514.77	30,127.38	30,942.87
Monthly	2,409.01	2,459.56	2,510.62	2,578.57
Hourly	14.825	15.136	15.450	15.868

SCHEDULE "A" – WAGE RATES
Effective April 1, 1997

PHYSIOTHERAPY ASSISTANT
Effective September 13, 1998

	Start \$	3 months \$	15 months \$	27 months \$
Annual	28,908.13	29,514.77	30,127.38	31,200.00
Monthly	2,409.01	2,459.56	2,510.62	2,600.00
Hourly	14.825	15.136	15.450	16.000

X-RAY ASSISTANT
37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	15 months \$	27 months \$
Annual	27,448.74	28,056.01	28,573.64	29,665.94
Monthly	2,287.40	2,338.00	2,381.14	2,472.16
Hourly	14.076	14.388	14.653	15.213

HEALTH CARE AIDE
37 1/2 hours/week; 75 hours/bi-weekly
Uniform Allowance: \$5.00/month (\$2.31/bi-weekly)

	Start \$	3 months \$	15 months \$	27 months \$
Annual	27,690.86	28,299.49	28,816.63	29,574.44
Monthly	2,307.57	2,358.29	2,401.39	2,464.54
Hourly	14.200	14.513	14.778	15.166

PERSONAL SERVICE PROVIDER
37 1/2 hours/week; 75 hours/bi-weekly
Uniform Allowance: \$5.00/month (\$2.31/bi-weekly)
Effective May 1, 1998

	Start \$	3 months \$	15 months \$	27 months \$
Annual	27,690.86	28,299.49	28,816.63	29,574.44
Monthly	2,307.57	2,358.29	2,401.39	2,464.54
Hourly	14.200	14.513	14.778	15.166

PERSONAL SERVICE PROVIDER
Effective September 13, 1998

	Start \$	3 months \$	15 months \$	27 months \$
Annual	27,690.86	28,299.49	28,816.63	30,127.50
Monthly	2,307.57	2,358.29	2,401.39	2,510.63
Hourly	14.200	14.513	14.778	15.450

SCHEDULE "A" -- WAGE RATES
Effective April 1, 1997

THERAPY ATTENDANT

37 1/2 hours/week; 75 hours/bi-weekly
 Uniform Allowance: \$5.00/month (\$2.31/bi-weekly)

	Start \$	3 months \$	15 months \$	27 months \$
Annual	27,559.58	28,168.22	28,685.36	29,443.17
Monthly	2,296.63	2,347.35	2,390.45	2,453.60
Hourly	14.133	14.445	14.710	15.099

THERAPY PORTER

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	27,680.91	28,866.36
Monthly	2,306.74	2,405.53
Hourly	14.195	14.803

THERAPY AIDE

35 hours/week; 70 hours/bi-weekly

	Start \$	3 months \$
Annual	26,469.84	27,658.50
Monthly	2,205.82	2,304.88
Hourly	14.544	15.197

Effective January 11, 1999

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	28,360.80	29,634.15
Monthly	2,363.40	2,469.51
Hourly	14.544	15.197

CHEF

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	15 months \$	27 months \$
Annual	31,335.28	31,913.64	32,519.55	33,188.45
Monthly	2,611.27	2,659.47	2,709.96	2,765.70
Hourly	16.069	16.366	16.677	17.020

SCHEDULE "A" – WAGE RATES
Effective April 1, 1997

ASSISTANT CHEF

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	15 months \$	27 months \$
Annual	29,392.02	29,848.91	30,335.32	30,942.87
Monthly	2,449.34	2,487.41	2,527.94	2,578.57
Hourly	15.073	15.307	15.557	15.868

BAKER

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	15 months \$	27 months \$
Annual	29,392.02	29,848.90	30,335.31	30,942.87
Monthly	2,449.34	2,487.41	2,527.94	2,578.57
Hourly	15.073	15.307	15.557	15.868

COOK

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	15 months \$	27 months \$
Annual	28,391.46	28,755.82	29,241.63	29,574.44
Monthly	2,365.95	2,396.32	2,436.80	2,464.54
Hourly	14.560	14.747	14.996	15.166

FOOD SUPERVISOR SENIOR

37 1/2 hours/week; 75 hours/bi-weekly

Uniform Allowance: \$5.00/month (\$2.31/bi-weekly)

	Start \$	3 months \$	15 months \$	27 months \$
Annual	29,579.42	30,153.24	30,610.71	30,942.87
Monthly	2,479.95	2,512.77	2,550.89	2,578.57
Hourly	15.261	15.463	15.698	15.868

FOOD SUPERVISOR JUNIOR

37 1/2 hours/week; 75 hours/bi-weekly

Uniform Allowance: \$5.00/month (\$2.31/bi-weekly)

	Start \$	3 months \$
Annual	27,298.37	28,116.50
Monthly	2,274.86	2,343.04
Hourly	13.999	14.419

SCHEDULE "A" – WAGE RATES
Effective April 1, 1997

DISHROOM LEAD HAND

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	27,844.91	29,059.29
Monthly	2,320.41	2,421.61
Hourly	14.279	14.902

COOK'S HELPER I

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	27,905.63	29,089.13
Monthly	2,325.47	2,424.09
Hourly	14.311	14.918

COOK'S HELPER II

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	27,875.84	28,754.97
Monthly	2,322.99	2,396.25
Hourly	14.295	14.746

KITCHEN PORTER

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	27,570.17	28,754.97
Monthly	2,297.51	2,396.25
Hourly	14.139	14.746

CASHIER

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	27,875.84	28,754.97
Monthly	2,322.99	2,396.25
Hourly	14.295	14.746

SCHEDULE "A" – WAGE RATES
Effective April 1, 1997

KITCHEN ATTENDANT

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	27,844.01	28,754.97
Monthly	2,320.33	2,396.25
Hourly	14.279	14.746

SOILED LINEN ATTENDANT

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	28,359.65	29,391.45
Monthly	2,363.30	2,449.29
Hourly	14.543	15.073

FLOOR STRIPPER

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	27,934.56	29,391.45
Monthly	2,327.88	2,449.29
Hourly	14.325	15.073

CLEANER I

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	27,812.19	28,816.63
Monthly	2,317.68	2,401.39
Hourly	14.263	14.778

CLEANER II

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	27,905.67	28,816.63
Monthly	2,325.47	2,401.39
Hourly	14.311	14.778

SCHEDULE "A" – WAGE RATES
Effective April 1, 1997

HOUSEKEEPING ATTENDANT

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	27,750.53	28,754.97
Monthly	2,312.54	2,396.25
Hourly	14.231	14.746

SEWING ROOM ATTENDANT

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$
Annual	28,027.00	29,059.29
Monthly	2,335.58	2,421.61
Hourly	14.373	14.902

BUSINESS MACHINE OPERATOR

35 hours/week; 70 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	26,101.95	26,525.68	27,179.55
Monthly	2,175.16	2,210.47	2,264.96
Hourly	14.342	14.575	14.934

BUSINESS MACHINE OPERATOR

Effective **January 11, 1999**

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	27,966.90	28,421.25	29,121.30
Monthly	2,330.58	2,368.44	2,426.78
Hourly	14.342	14.575	14.934

JUNIOR CLERK

35 hours/week; 70 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	26,100.98	26,412.86	26,837.97
Monthly	2,175.08	2,201.07	2,236.50
Hourly	14.341	14.513	14.746

SCHEDULE "A" -- WAGE RATES
Effective April 1, 1997

DIET CLERK

37 1/2 hours/week; 75 hours/bi-weekly
 Uniform Allowance: \$5.00/month (\$2.31/bi-weekly)

	Start \$	3 months \$	12 months \$
Annual	28,786.80	29,120.95	29,574.44
Monthly	2,398.90	2,426.75	2,464.54
Hourly	14.762	14.934	15.166

CLERK INTERMEDIATE

35 hours/week; 70 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	27,863.55	28,308.15	28,994.55
Monthly	2,321.96	2,359.01	2,416.21
Hourly	14.575	14.807	15.166

CLERK SENIOR

35 hours/week; 70 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	26,969.78	27,565.68	28,159.73
Monthly	2,247.48	2,297.14	2,346.64
Hourly	14.819	15.146	15.472

Effective September 13, 1998

ADMINISTRATIVE CLERK

(Formerly: Clerk Senior/Clerk Intermediate/Ward Clerk)

35 hours/week; 70 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	26,969.78	27,565.68	28,159.73
Monthly	2,247.48	2,297.14	2,346.64
Hourly	14.819	15.146	15.472

ADMINISTRATIVE CLERK

Effective January 11, 1999

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	28,897.05	29,534.70	30,170.40
Monthly	2,408.09	2,461.23	2,514.20
Hourly	14.819	15.146	15.472

SCHEDULE "A" – WAGE RATES
Effective April 1, 1997

STORES CLERK

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	30,516.91	31,092.37	31,975.16
Monthly	2,543.08	2,591.03	2,664.60
Hourly	15.650	15.945	16.398

STORES CLERK ASSISTANT

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	27,905.63	28,391.46	28,999.62
Monthly	2,325.47	2,365.95	2,416.64
Hourly	14.311	14.560	14.872

SWITCHBOARD OPERATOR

35 hours/week; 70 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	26,516.82	26,969.81	27,509.99
Monthly	2,209.73	2,247.48	2,292.50
Hourly	14.570	14.819	15.115

SWITCHBOARD OPERATOR

Effective January 11, 1999

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	28411.50	28,897.05	29,474.25
Monthly	2,367.63	2,408.09	2,456.19
Hourly	14.570	14.819	15.115

WARD CLERK

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	27,690.86	28,116.50	28,754.97
Monthly	2,307.57	2,343.04	2,396.25
Hourly	14.200	14.419	14.746

SCHEDULE "A" – WAGE RATES
Effective April 1, 1997

NURSERY ASSISTANT

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	28,438.72	28,985.70	30,942.87
Monthly	2,369.89	2,415.47	2,578.57
Hourly	14.584	14.864	15.868

NURSERY ATTENDANT

37 1/2 hours/week; 75 hours/bi-weekly

	Start \$	3 months \$	12 months \$
Annual	25,141.11	25,384.02	25,809.26
Monthly	2,095.09	2,115.33	2,150.77
Hourly	12.893	13.017	13.236

Part-time Employees:

LETTER OF INTENT

- between -

The Riverdale Hospital

- and -

C.U.P.E. Local 79 (Service Unit – Full Time and Part Time)

The parties agree that:

- (a) voluntary service, rehabilitation and work experience programmes,
- (b) the return to work following Workers Compensation Board disability, and,
- (c) the option of alternative employment during pregnancy for employees working with video display units

may be matters for discussion at Labour Management Meetings.

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

SIGNATURES ON FILE

LETTER OF INTENT

- between -

The Riverdale Hospital

- and -

C.U.P.E. Local 79 (Service Unit) Full-time and Part-time

REGIONAL REDEPLOYMENT COMMITTEE

The Hospital agrees to approach the Ontario Hospital Association with respect to membership on the Regional Redeployment Committee - referenced in the C.U.P.E. Central Award handed down by the Haefling Board on March 31, 1993. In the event membership is accepted, the Hospital agrees to operate in accordance with the terms of the awarded language for Article 9.11(c) which appears on pages 25 and 26 of the Award.

SIGNATURES ON FILE

LETTER OF INTENT – Part-time Only

SELF-SCHEDULING

The parties agree that the Pilot Project entitled "Self-Scheduling Guidelines for the Physical Support Unit (6 East)" shall be continued for the life of this Agreement or until such time as the parties agree otherwise prior to the expiration of this Collective Agreement.

The parties further agree that the project may be extended to other units with the consent of the majority of the regular part-time employees assigned to the unit and the Nursing Director assigned to the unit.

In the event the project is terminated prior to the expiration of the Agreement, the Collective Agreement provisions relating to scheduling shall apply to the next six (6) week schedule to be posted. Self-scheduling will be terminated with ninety (90) days' notice by either party.

LETTER OF UNDERSTANDING

- between -

The Riverdale Hospital

- and -

C.U.P.E. Local 79 (Service Unit - Full-time only)

The Hospital agrees to pay seventy-five per cent (75%) of the billed premium on the Supplemental Hospital Contract and the Comprehensive Medical Protection Plan for all eligible employees and retired employees on pension.

SIGNATURES ON FILE

LETTER OF UNDERSTANDING

- between -

The Riverdale Hospital

- and -

C.U.P.E. Local 79 (Service Unit - Full-time only)

Re: Scheduling

The parties agree that their representatives shall meet during the term of this Agreement to discuss general scheduling concerns and, more particularly, the possibility of scheduling 50% of weekends off.

SIGNATURES ON FILE

LETTER OF UNDERSTANDING

- between -

The Riverdale Hospital

- and -

C.U.P.E. Local 79 (Service Unit - Full-time only)

Re: Municipal Pensions

All employees of the Hospital covered by this Collective Agreement shall join the Hospitals of Ontario Pension Plan in accordance with Article 20.03.

SIGNATURES ON FILE

AFFIXED TO BUT NOT FORMING PART OF THE COLLECTIVE AGREEMENT

LETTER OF INTENT – Part-time Only

SCHEDULING PROTOCOL

In light of changes to scheduling practices, the parties agree as follows:

- (a) Two (2) weeks following the signing of this Agreement, the employer will distribute an "availability declaration" form to its existing regular part-time and casual employees;
- (b) Employees will return the form to the Manager indicated within two (2) weeks;