

COLLECTIVE AGREEMENT

between

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1502**



and

THE PEMBROKE GENERAL HOSPITAL

Expires September 28th, 2004

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PREAMBLE

It is the desire of both parties to this Agreement:

- (1) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- (3) to encourage efficiency in operation;
- (4) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

The parties agree to abide by applicable labour relations legislations and employment legislations.

ARTICLE 1 - DEFINITIONS AND GENERAL TERMS

1.01 Definitions

- (a) "Employee" means any employee of the Pembroke General Hospital for whom the Canadian Union of Public Employees and its Local 1502 is the recognized bargaining agent.
- (b) "Executive Director" shall mean the President & CEO of the Hospital or **his** delegate.
- (c) "The regular straight time rate of pay" is that prescribed in Wage Schedule "A" of the Collective Agreement which excludes all overtime and premium pay.
- (d) A "full-time employee" shall be defined as an employee who works the standard number of hours of work as specified by Article 14 herein.
- (e) A "regular part-time employee" *is* an employee who regularly works no more than thirty (30) hours per week in a position consisting of a **pre-determined** number of regular hours and in respect of whom there is a **pre-determined** schedule.
- (f) A "relief part-time employee" is one who is employed on a relief or replacement basis who may be called as required by the Hospital.

- (g) A "temporary employee" is an employee who may be hired for a specified term to replace an employee on leave or to perform a special non-recurring task subject to the terms and conditions of Article 14.07, herein provided.
- (h) Where used in this Agreement, the word "Supervisor" shall be considered as meaning the first supervisory level excluded from the bargaining unit.
- (i) Where used in this Agreement, the term "working days" shall mean Monday to Friday, inclusive (exclusive of paid holidays as herein provided). Otherwise, the terms "days", "weeks", "months", and "years", shall be in accordance with the calendar designation.
- (j) Where used in this Agreement, the term "scheduled shift" does not apply to those hours where an employee voluntarily reports for inservices, meetings or any other related activity.
- (k) "Hospital" means the Pembroke General Hospital and all of its sites.

1.02 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the Agreement so requires, and vice versa.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 It shall be the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency and establish and enforce reasonable rules and regulations governing the conduct of employees;
- (b) hire, discharge, classify, direct, transfer, layoff, promote, demote, and suspend or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (c) the Employer agrees that the aforementioned shall not be exercised in a manner contrary to the terms of this Agreement.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1502 as the sole and exclusive bargaining agent for all lay employees of the Pembroke General Hospital save and except professional medical staff, registered nurses, undergraduate pharmacists, student dietitians, supervisors, persons above the rank of supervisor, one (1) secretary each to the President & CEO, Vice-president Clinical Programs, Vice-president Operations and Director of Ambulance, payroll clerk, students employed during the school vacation periods, students employed by mutual agreement, coordinators, chief accountant, accountant, accounting officer, payroll officer, personnel assistant/secretary, and administrative resource.

3.02 No Other Agreement

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

3.03 Work of the Bargaining Unit

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

3.04 Volunteers

The use of volunteers shall not be expanded beyond the extent of existing practice as of January 1, 1987, without the consent of the Union. Such consent shall not be unreasonably withheld.

3.05 Job Creation Program

Persons from any job creation program will not be introduced into any department without the consent of the Union. Such consent shall not be unreasonably withheld.

ARTICLE 4 - NO DISCRIMINATION

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

ARTICLE 5 - STRIKES AND LOCKOUTS

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

ARTICLE 6 - UNION SECURITY

6.01 Union Membership

The Hospital agrees that it is a condition of employment for all present employees to be members of the Union and for new employees to become members of the Union within thirty (30) days following their date of hire.

6.02 Union Dues Deduction

The Hospital will deduct an amount of money from the employee's pay in accordance with the following terms:

- (a) All employees will be required as a condition of employment to allow either the deduction from their wages of membership dues that are uniformly levied upon all union members in accordance with the constitution and bylaws of the Union, or an amount equivalent thereto. However, it is agreed that where a part-time employee receives no pay, no deduction will be made.

- (b) The Union agrees that the Employer shall not be liable to the Union for any dues inadvertently not deducted. Notwithstanding the foregoing, where the Employer has failed to make the proper deductions, and the employee is still in the employ of the Hospital, the Employer will deduct such dues from the earnings of such employee, and remit the dues so deducted to the proper authorized officer of the Union.

6.03 Remittance of Dues to the Union

Union dues so deducted shall be remitted on a biweekly basis, together with a list of the names of the employees from whom deductions have been made and the amount of deductions for each of them, to the Secretary-Treasurer of the Union at the address supplied by the Union.

6.04 T-4 Slips

The Hospital agrees to include on the employee's income tax T-4 slips the amount of Union dues or equivalent deducted.

6.05 New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with the Union security and deduction authorization.
- (b) The Hospital shall provide the Union with the names of newly hired employees within two (2) weeks of their commencement, together with their classification and whether their status is full-time or part-time.
- (c) A designated representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, and for a maximum of fifteen (15) minutes, within two (2) weeks of notification as provided in (b) above, for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Hospital and the Union.
- (d) At this time the employee will be provided with a copy of the Collective Agreement. The Hospital shall be informed, in writing, of the name of the designated representative. The interview shall be conducted in a suitable place and at a suitable time, both to be

determined by the Department Head responsible for the new employee.

- (e) The designated representative of the Union will be provided with copies of the Collective Agreement by the Personnel Office for distribution to new employees.

6.06 Copies of the Collective Agreement

The Union and the Hospital agree to share the costs of reproduction of the Collective Agreement in sufficient number on an equal basis and in a mutually approved form.

The Hospital will be responsible for distributing copies of currently negotiated Collective Agreements to CUPE Local 1502 bargaining unit employees.

6.07 Correspondence

All general correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or her delegate and the Recording Secretary of the Union unless as otherwise specifically provided for herein, with a copy to the Service Representative.

6.08 Notification to the Union

During the first week of each month, the Hospital will provide the Union with a list of all successful applicants, layoffs, recalls, terminations and newly hired employees during the previous month together with their respective classification and full-time or part-time status.

ARTICLE 7 - UNION REPRESENTATION

7.01 Stewards

In order to provide an orderly and speedy procedure for the settling of issues or grievances which arise, the Hospital acknowledges the right of the Union to appoint or elect not more than 3% of the membership as Stewards whose duties shall be to assist any employee whom a Steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.

In addition to the Stewards, the Union shall appoint or elect a Chief Steward.

The Union shall notify the Hospital in writing of the names of the Stewards and the areas they respectively represent and the Chief Steward before the Hospital is required to recognize such Stewards or the Chief Steward.

The Union recognizes that Stewards have regular duties to perform on behalf of the Hospital and Union business is secondary to those duties. Therefore, a Steward will not leave his/her regular duties without first obtaining permission from his/her immediate Supervisor and when he/she is required to enter a work area, other than his/her own, he/she shall obtain permission from the Supervisor of that area to do so. When such business has been completed, the Steward will notify the Supervisor in the areas when he/she is leaving, if applicable, and shall notify his/her own Supervisor when resuming his/her normal duties. Such permission shall not be unreasonably withheld by the Hospital and only a reasonable amount of time shall be utilized in performing Union business. Time spent absent from regular duties in the investigation of grievances and in any meetings with Management, where permission to do so has been obtained from the Hospital shall be without loss of remuneration.

7.02 Grievance Committee

The Chief Steward, the Stewards involved and a member of the Union Executive shall constitute the Grievance Committee in a number limited to three (3) employees.

It is understood that grievance committee members shall suffer no loss of earnings for time spent during their regular scheduled hours in attending grievance meetings with the Hospital up to, but not including arbitration.

7.03 Bargaining Committee

The Union shall have the right to appoint or elect a Bargaining Committee of four (4) bargaining unit employees to represent the Union in negotiations for the renewal of the Collective Agreement with the Hospital. The Union shall notify the Hospital in writing of the names of the Union's Bargaining Committee members authorized to act on its behalf.

It is understood that bargaining committee members shall suffer no loss of earnings for time spent in direct negotiations for a renewal agreement, up to but not including arbitration.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests.

7.04 Labour/Management Committee

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

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

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

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

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

7.05 Representation

It is understood that the Executive Director and the Union shall have such counsel as they may desire beginning at Step 3 of the grievance procedure, at negotiations, at conciliation and at arbitration.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Definition of a Grievance

For the purpose 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.

8.02 Settling of Grievances

It is agreed that an employee has no complaint or grievance until he/she has first given his/her immediate Supervisor an opportunity to adjust his/her complaint or grievance within seven (7) working days of its occurrence. If no satisfactory answer is received within seven (7) working days from the time it was first discussed with the employee's immediate Supervisor, the employee may proceed to Step No. 1 of the grievance procedure. An earnest effort shall be made to settle all grievances fairly and promptly in the following manner:

Step 1

The employee, accompanied by his/her Steward may present his/her alleged grievance to his/her immediate Supervisor. The grievance shall be in writing on a mutually approved form and shall include the nature of the grievance, the redress sought and the section or sections of the Agreement which are alleged to have been violated. Failing a settlement, the immediate Supervisor shall deliver his/her decision in writing within seven (7) working days following the presentation of the grievance to him/her; then, within seven (7) working days after the decision is given:

Step 2

The employee, accompanied by his/her steward, may present his/her alleged grievance to his/her Department Head. The grievance shall be in writing on a mutually approved form and shall include the nature of the grievance, the redress sought and the section or sections of the Agreement which are alleged to have been violated. This step may be omitted where the employee's immediate Supervisor and Department Head are the same person. Failing a settlement, the Department Head shall deliver his/her decision in writing within seven (7) working days following the presentation of the grievance to him/her; then within seven (7) working days after the decision is given:

Step 3

The Union grievance committee may present the grievance in writing to the Executive Director or his delegate. A meeting will be held within five (5) working days between the Executive Director or his designate and the Union grievance committee. The decision of the Executive Director or his delegate representative shall be delivered in writing within five (5) working days.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration within eighteen (18) days of the receipt of the reply of the Executive Director. If the Executive Director's reply is sent by registered mail, it shall be deemed to have been received two (2) days after the registration.

8.03 Policy Grievance

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 fifteen (15) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

8.04 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately the Union may present a group grievance in writing on their behalf identifying each employee who is grieving within fifteen (15) 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. 3 of the grievance procedure and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.05 Facilities for Grievance Meetings

The Employer, when meeting with the Union, shall supply the necessary facilities for the grievance meetings.

8.06 Right to Have Steward Present

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

8.07 General Grievance Provisions

- (a) The Hospital or the Union will not be required to consider a grievance which is lodged more than fifteen (15) working days following the occurrence of the events giving rise to the grievance.
- (b) All grievances are to be in writing and on a form mutually approved by the parties.
- (c) All grievances are to be certified to their original written form at all stages of the grievance procedure.
- (d) All replies to grievances shall be in writing and directed to the employee involved, with a copy for the Chief Steward and replies to requests for meetings in the grievance procedure shall be in writing.
- (e) At all steps in the grievance procedure, as herein provided, the grievor(s) shall be present at the request of either party.

8.08 Failure to Act Within Time Limits

If the grievor or the Union fail to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position on any future grievances for any other employee for a similar grievance provided, however, this shall not be construed as amending any of the time limits or requirements in Article 8 of this Agreement. If no reply is given at any step of the grievance procedure, at the discretion of the aggrieved party, the grievance may proceed to the next step of the grievance procedure within the time specified starting from the date the reply ought to have been received.

8.09 Supplementary Agreements

Supplementary written agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedures. This provision shall not apply where the parties

mutually agree that any supplemental written agreements are not subject to the grievance and arbitration procedures.

8.10 Composition of Arbitration Board

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.

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of this Agreement indicating the name of its nominee on the Arbitration Board. Within five (5) working days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson. No person may be appointed as an arbitrator or nominee who has been involved in an attempt to negotiate or settle the grievance, nor who has, within a period of six (6) months preceding the date of his/her appointment, been an employee or a member of the Hospital Board.

8.11 Failure to Appoint

If the recipient of the notice in Article 8.10 fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairperson within five (5) days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

8.12 Decision of the Board

The Board of Arbitration may determine its own procedure but shall give full opportunity to all parties to present evidence, and make presentations.

The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend

any of its provisions or to render a decision inconsistent with the terms of this Collective Agreement.

8.13 Expenses of the Board

Each party shall pay:

- (i) The fees and expenses of the nominee it appoints.
- (ii) One-half (.5) of the fees and expenses of the Chairperson.

8.14 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent in writing of the parties to this Agreement.

8.15 Management Grievance

It is understood the Hospital may grieve and that such grievance will be submitted to the Grievance Committee. Failing a mutually satisfactory resolution, the grievance will be referred to arbitration in the same way as a Union or employee grievance.

ARTICLE 9 - DISCIPLINE

9.01 Suspension and Discharge

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

- (a) confirming the Hospital's action, 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.

The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

9.02 Copies of Disciplinary Letters

At the time any written warning, suspension or discharge is imposed, the circumstances relied upon, reasons for, and severity of the sanction shall put in writing and a copy shall be provided both to the employee and the Union.

9.03 Evaluations

A copy of any completed evaluation which is to be placed on an employee's personnel file shall be first reviewed with the employee. The employee shall sign such evaluation as having been read, and shall have the opportunity to add his/her views to such evaluation prior to it being placed in his/her personnel file. It is understood that such evaluations are not disciplinary action by the Hospital against the employee.

9.04 Access to Record

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Personnel or designate. Upon request by an employee the Hospital shall provide to him/her copies of any evaluations in this file.

9.05 Clearing of Record

Any letter of reprimand or suspension, or reference to same, will be removed from the employee's record after eighteen (18) months following the receipt of such letter or suspension if the employee's record has been discipline free for one (1) year.

Notwithstanding the above paragraph, if the letter of reprimand or suspension was imposed for violence or harassment in the workplace, it, and any reference to the same, will only be removed after twenty-four (24) months provided the employee's record has been discipline free for two (2) years.

ARTICLE 10 - SENIORITY

10.01 Probationary Period

- (a) A new employee shall be on probation and shall have no seniority standing until he/she has completed three hundred and thirty-seven and one-half (337.5) hours of straight time worked. Upon completion of probationary period he/she shall be credited with seniority equal to three hundred and thirty-seven and one-half (337.5) hours of straight time worked. The release or discharge of a probationary employee shall not be the subject of a grievance or arbitration.
- (b) The hiring of any non-registered technologist shall be subject to the mutual agreement of the Hospital and the Union. Such agreement shall specify the period of time required to become certified as of the date of employment with the Hospital. Upon proof of certification the non-registered technologist will be placed on the first step of the Registered Technologist I Wage Scale effective date of writing exam and shall progress within the new salary scale in accordance with his/her length of service in the new classification. Notwithstanding (a) above, the release or discharge of a non-registered technologist due to failure to become certified shall not be the subject of a grievance or arbitration.
- (c) Except where otherwise excluded, probationary employees shall be entitled to all rights under the terms of this Agreement.

10.02 Definition of Seniority

Seniority shall be defined as an employee's length of service in the bargaining unit from his/her last date of hiring. In the case of part-time employees, they shall accumulate seniority on the basis of one (1) year for each one thousand, five hundred (1,500) hours of regular straight time hours worked. At no time does an employee earn more than one (1) year seniority in a calendar year. This is in effect the date of signing of this Collective Agreement.

Seniority shall apply on a bargaining-unit-wide basis with the exception that full-time employee seniority rights shall supersede part-time employee seniority rights. Notwithstanding this, for the purpose of **job postings** part-time seniority shall apply on an equal basis with full-time seniority and for this purpose only, part-time seniority will be recalculated on the basis of 1950 hours equals one (1) year of full-time seniority.

10.03 Posting of Seniority List

The Hospital shall prepare and post on the bulletin board separate seniority lists for full-time, regular part-time and part-time relief employees with a copy to the Union. These lists shall be revised and posted semi-annually in January and July. Each list shall remain posted and if no challenge to the list(s) is filed in writing to the Hospital within thirty (30) calendar days, the respective lists shall be accepted by all part-time and full-time employees as correct for all purposes. Up-to-date seniority information shall be available to the Union as soon as practicable after a request for such information has been made.

10.04 Loss of Seniority and Termination

Seniority previously accumulated shall be lost and an employee shall be deemed to have terminated employment with the Hospital whenever an employee:

- (a) is discharged and such discharge is not reversed through the grievance procedure or arbitration;
- (b) quits employment. For the purposes of this clause an employee shall be deemed to have quit when notification is given, in writing, to any member of Management and such notification is not retracted, in writing, within seventy-two (72) hours. Such retraction must be delivered by the employee in the company of a steward to the Executive Director or her delegate. The employee shall return to work on the next scheduled shift after the retraction has been delivered. The employee shall not be entitled to any wages or benefits for time lost in the above circumstances. Employees will give two (2) weeks advance notification of their intention to quit employment where possible. A repeat occurrence of notification to quit in writing will result in the acceptance of the resignation by management.
- (c) is absent from work for three (3) consecutive days without just cause;
- (d) is laid off for a period of twenty-four (24) consecutive months;
- (e) 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 hearing of Layoff and Recall;
- (f) refuses a job within 5% of the laid-off employee's straight time hourly rate;
- (g) is absent due to illness or disability for a period of thirty (30) consecutive calendar months from the time the disability or illness commenced. Where it has been medically determined that an employee is permanently disabled from performing the essential duties of his/her position, the Hospital will post the employee's position to be filled on a permanent basis.
- (h) if a relief part-time employee who is not on an approved or legislated leave of absence, has not been available for a shift opportunity within six (6) months of the last shift worked. The Hospital shall notify the employee by registered mail at the employee's last known address at least two (2) weeks in advance of the termination.
- (i) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than that for which the leave was granted unless mutually agreed upon.

10.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under the provision 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 prorated basis and the employee's anniversary date adjusted by the period of absence exceeding thirty (30) days.
- (c) In addition, the employee will become responsible for full payment of subsidized employee benefits in which **he/she 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.

Effective September 29, 2002, the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee

is in receipt of WSIB benefits or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding these provisions, 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.

- (d) It is further understood that during such unpaid absence, credit for seniority for purposes of promotions, demotions, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity leave or for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.S.I.B. or L.T.D. benefits for a period of one (1) year if an employee's unpaid absence is due to an illness.

10.06 Job Posting

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

The postings shall stipulate the number of positions, department, worksite where applicable, status (full-time or part-time), shift rotation where applicable, classification, rate of pay, normal requirements of the position, (division, unit, work area, sector), and the number of hours of work in the rotation. A copy of the job description for the position shall be provided to an interested applicant by the Human Resources Department upon request.

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

Once a position is posted, the successful applicant must be placed in the position within thirty (30) calendar days from the date on which the job posting closes. Where the Hospital and Union mutually agree, the thirty (30) calendar days may be extended.

The successful applicant to a job posting shall be allowed a trial period of three hundred (300) hours of work in the position. The

Hospital will determine if the employee can satisfactorily perform the job. Conditional on satisfactory service, such trial promotion shall become permanent at the completion of the period of three hundred (300) hours. In the event the successful applicant proves unsatisfactory in the position at the conclusion of the aforementioned trial period, he/she shall be returned to his/her former position. During the 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. Any other employee promoted or transferred because of the rearrangement of positions due to the job posting shall also be returned to his/her former position.

Nothing contained herein shall preclude the Hospital from filling the posted position on temporary basis while the posting procedure is being fulfilled.

A copy of all job postings shall be provided to the Union the day of the initial posting of the position. Once the selection has been made, the name of the successful applicant will be posted on the bulletin boards for a period of seven (7) calendar days with a copy provided to the Union.

10.07 Consent to Transfer Outside of Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, the seniority accrued by the employee at the time of transfer shall be retained and he/she shall not accumulate any further seniority. If the employee later returns to a bargaining unit position he/she shall carry with him/her the seniority which he/she had at the time of transfer out of the bargaining unit and shall have full seniority rights as herein provided. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

No ambulance employee shall be transferred by the Employer, to a division within the Ambulance Department without his/her consent.

10.08 Transfer of Seniority Within The Bargaining Unit

- (a) In the event of a permanent transfer of a full-time employee to a posted part-time vacancy, he/she shall retain his/her full-time seniority and shall be transferred to the part-time seniority list

accordingly. Thereafter such employee shall be treated in all respects as a part-time employee.

- (b) In the event of a permanent transfer of an employee from a part-time position to a full-time position, as a result of a posting, he/she shall be credited with his/her part-time seniority on the basis of 1950 hours equals one (1) year, and shall be transferred to the full-time seniority list accordingly.

10.09 Notice and Redeployment Committee

(a) Notice

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

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

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

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
 - (i) the reassignment of the employee is to an appropriate permanent job with the Employer having regard to the employee skills, abilities, qualifications and training or training requirements;
 - (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
 - (iii) the job to which the employee is reassigned is located at the employee's original work site or in close proximity;
 - (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation;
 - (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to

select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping; and,

- (vi) the reassignment does not prevent a more senior employee from obtaining a position in accordance with the job posting provision.

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

(c) **Redeployment Committee**

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

(i) **Committee Mandate**

The mandate of the Redeployment Committee is to:

1. Identify and propose possible alternatives to the proposed layoff(s) 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 with the Employer.
3. Identify the retraining needs of workers and facilitate such training for workers who are to be laid off.
4. Vacancies are posted and filled in accordance with the job posting procedure. An employee will be deemed to have applied for any posted vacancies while in receipt of Notice of Layoff.
5. Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 4.

(ii) **Committee Composition**

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

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

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

(iii) **Disclosure**

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

(iv) **Alternatives**

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

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

10.10 Layoff and Recall

An employee in receipt of notice of layoff pursuant to 10.09(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 10.13; or
- (c) opt to retire, if eligible under the terms of the Hospital's of Ontario Pension Plan (HOOPP) as outlined in Article 18.03; or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements and qualifications relevant to the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 10.09.
- (e) An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.
- (f) **Note:** For purposes of the operation of clause (d), an identical-paying classification will 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.
- (g) 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.
- (h) An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

- (i) 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.
- (j) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (k) No new notice of layoff is required where an employee on layoff is recalled to a temporary vacancy.
- (l) Full-time employees on layoff who have posted into a part-time position or vice versa have recall rights to their former position without posting if it becomes available within eight (8) months of the employee's layoff.
- (m) 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.
- (n) The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the hospital.
- (o) Employees on layoff shall only be given preference for temporary vacancies which are expected to exceed ten (10) working days after regular part-time employees have been offered the vacancy under Article 14.06. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (p) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (q) In the event of a layoff of any employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five month notice period provided for in Article 10.09.

10.11 Benefits on Layoff

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

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

The employee may, if possible under the terms and conditions of the insurance benefit 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 layoff occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

A full-time employee on layoff who accepts a temporary full-time vacancy within thirty (30) days of being laid off continues to receive insured benefits for the duration of the temporary vacancy.

10.12 Retraining

(a) Retraining for Positions Within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a Hospital position identified by the Redeployment Committee in accordance with Article 10.09(c)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance

of HSTAP or successor plan if any to cover the cost of tuition, books and any travel.

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

(b) **Placement**

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 10.12(a)(i).

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

(c) **Regional Redeployment Committee**

The Employer and the Union agree to participate in the Hospital Regional Redeployment Committee to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employee.

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

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

10.13 Separation Allowance

- (a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 13.02(a)(ii) that his or her

position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- (b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 10.09(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (c) An employee shall not be entitled to be reimbursed for any education program as outlined in a) and b) above, if such program is paid by HSTAP or successor plan if any.
- (d) Notwithstanding paragraphs (a) and (b) above, where the Employment Standards Act provides a greater entitlement to the employee, the Employment Standards Act shall prevail.

10.14 Portability of Service

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where such experience is 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.

10.15 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 or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status in accordance with the provisions of the Collective Agreement.

ARTICLE 11 - JOB SECURITY

11.01 No Contracting Out

The Hospital **will** not contract out work which results in an employee in the bargaining unit being laid off.

11.02 Contracting In

Further to Article 10.09(a)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Leave of Absence

Leave of absence without pay for legitimate personal reasons may be granted by the Hospital upon request in writing which states the

reason for the leave of absence and duration of such absence. Such request shall not be unreasonably refused provided said request in writing is made by the employee as far in advance as possible but no later than ten (10) days in advance of the date the leave is to commence. The (10) day time limit may be waived by the Hospital in emergency situations.

12.02 Leave for Union Business

- (a) The Employer will grant leave of absence without pay or loss of seniority to not more than two (2) employees for a total period not exceeding two (2) calendar weeks in any calendar year for the purpose of attending union conventions provided the Employer is given at least ten (10) days' written notice by the Union. Additional leave of absence for Union purposes shall be granted at the discretion of the Employer and shall not be unreasonably refused.
- (b) An authorized Union representative may request leave of absence for Union business by written request to his/her Supervisor. Where a replacement is required, the Supervisor will arrange for another qualified employee to work the scheduled hours of the Union representative. Such request will not be unreasonably refused provided the following conditions are met:
 - (i) at least ten (10) days' notice is given to the Supervisor/Department Head, except in circumstances beyond the control of the Local Union; and.
 - (ii) where a replacement is required, he/she is from the same department, division or unit and has equivalent qualifications.

Where the leave of absence has been granted as described above, the employee will be considered to have worked his/her scheduled shift for the calculation of pay and benefits. In such case, the Union will reimburse the Hospital for the cost of whichever employee is greater, but not both.

12.03 Full-time Position With the Union

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected or appointed to positions with CUPE, its affiliates, or anybody to which it is affiliated for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.

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

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

12.04 Bereavement Leave

- (a) For full-time and regular part-time employees (excluding new probationary and temporary employees), a leave of absence without loss of regular straight time pay for scheduled hours shall be granted to a maximum of five (5) calendar days for the death of a spouse and, children, and to a maximum of three (3) calendar days for the death of a mother, father, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, grandparent of spouse, niece, nephew or a relative permanently residing in the employee's household.

Spouse shall be defined as follows:

- (i) a person who is married through an ecclesiastical or civil ceremony to an employee: or
- (ii) a person, who although not legally married to an employee, has co-habited continuously for a period of not less than twelve (12) months.

Where an employee is attending the funeral, reasonable travelling time without pay may be granted by the Employer. Where the employee concerned is required to handle legal matters arising from death, reasonable time without pay may be granted by the Employer.

Where a full-time employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with the above provisions. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

An employee may reserve one of the days specified above for future use, to attend the memorial service of the deceased, if that service is scheduled for a later date.

12.05 Jury and Witness Duty

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

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

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

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

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

12.06 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 reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's supplementary Unemployment Benefits (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of the 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 percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while a full-time employee is on pregnancy leave.

Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while a part-time employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

- (f) For 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.

For part-time employees, the Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Employment Benefit Plan with the Employment Insurance Commission.

- (g) 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 his or her former duties, on the same shift in the same department, and at the same rate of pay.

12.07 Parental Leave

- (a) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and **who** intends to treat the child as his or her own.

- (b) 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.

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

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of thirty-five (35) weeks.

- (e) The employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (d) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (f) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Employment Insurance 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 employment benefit for a period not exceeding thirty-five (35) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of his or her normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stubs shall constitute proof that the employee is in receipt of employment insurance parental benefits.

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

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

The employee does not have any vested right except to receive payments for the covered employment 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.

- (g) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while a full-time employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while a part-time employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

- (h) For 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 thirty-five (35) weeks while the employee is on parental leave.

For part-time employees the Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of parental leave. The Hospital will register those benefits as part of the Supplemental Employment Benefit Plan with the Employment Insurance Commission.

- (i) 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 his or her former duties, on the same shift in the same department, and at the same rate of pay.

12.08 Education Leave

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

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.

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications.

12.09 Pre-Paid Leave Plan

Effective April 1, 2001, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions.

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

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

- (iii) The manner in which the deferred salary is to be held.

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

12.10 Personal Leave

Employees will be granted a maximum of seven and one-half (7.5) hours per calendar year without loss of pay for personal leave to attend to an unforeseeable emergency such as a fire, flood, or an illness, injury or accident to a family member to which the employee is compelled to attend to without delay. It is understood that this time away from work is included in, and not in addition to, the entitlement to be away from work pursuant to the Employment Standards Act.

ARTICLE 13 - SICK LEAVE, INJURY AND DISABILITY

13.01 Hospitals of Ontario Disability Income Plan (HOODIP)

All employees shall, as a condition of employment with the Hospital, join the H.O.O.D.I.P. in accordance with the provisions of the program.

The Employer agrees to pay eighty-five percent (85%) of the billed premium of H.O.O.D.P. for the seventy-five (75) day basic standard sick pay benefit Plan subject to the remaining portion being paid by payroll deduction by the employee. As each full-time employee on basic sick leave is responsible for keeping track of his/her sick leave entitlement of five hundred and sixty-two and one-half (562.5) hours, he/she is further responsible for contacting the Personnel Department regarding the continuation of his/her benefits at least four (4) weeks prior to the anticipated expiration date of sick leave entitlement. Information with regard to sick leave entitlement will be made available to the employee upon request. The Hospital will make available to the employee, after six (6) weeks of continuous illness, the necessary information about LTD/UIC if a date for return to work remains uncertain. Such information will be copied to the Union.

If an employee returns to work within the four (4) week period, the Personnel Department will cancel the prior arrangements made regarding continuation of benefits.

Part-time employees, upon becoming full-time employees, shall be credited with their previous service, with one thousand, five hundred (1,500) hours representing a year of service, for the purposes of the H.O.O.D.I.P. seventy-five (75) days Sick Benefit Plan.

The Hospital agrees that there will be no loss of pay or benefits for the fourth and subsequent periods of illness in any calendar year.

Where possible, employees must call-in at least one (1) hour before morning shift and two (2) hours before evening/night shifts to be paid for the first day of illness.

The Hospital agrees to pay for any and all medical examinations and related certificates which it requires.

There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits.

Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this Collective Agreement.

A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.

13.02 Injury Pay

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

13.03 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 a claim for WSIB benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from W.S.I.B. benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the

Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Insurance Safety 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 short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

13.04 Medical Care Leave

- (a) Employees will be granted time off with pay to attend dental and medical appointments locally. Locally shall be defined as within sixty-five (65) kilometres. The employee must demonstrate proof of such appointment(s). Such time must be utilized only for the period of the appointment.
- (b) With notice to the Employer of seven (7) calendar days, employees will be granted time off with pay to attend out-of-town specialists' appointments. The employee must demonstrate proof of such appointments.
- (c) Section (b) will apply to part-time employees only if the Employer cannot reschedule the shifts involved.

ARTICLE 14 - ASSIGNMENT OF WORK

14.01 Hours of Work

- (a) The regular work week for full-time employees will be seventy-five (75) hours in a pay period divided into ten (10) days of seven and one-half (7½) hours, excluding a ½ hour unpaid meal period. This meal period shall be an uninterrupted period except in cases of emergency.
- (b) The regular work week for regular part-time employees will not exceed the employee's predetermined commitment of up to thirty (30) hours per regular work week, and the regular workday will not exceed seven and one-half (7½) hours excluding a ½ hour unpaid meal period. The meal period shall be an uninterrupted period except in cases of emergency. This provision will not preclude a regular part-time employee from working additional hours of work pursuant to Article 14.04 in addition to that employee's predetermined commitment or a casual employee in being assigned work pursuant to Article 14.04, up to thirty-seven and one-

half hours per work week, without such work constituting overtime under this provision.

- (c) The regular work day for full-time employees in the Ambulance Department will be either an eight (8) hour or a twelve (12) shift except that in Eganville and Petawawa where the regular work day for full-time employees is either a ten and one-half (10½) or eleven and one-half (11½) hour shift, including a one-half hour paid meal period, and the regular work week will not exceed forty (40) hours per week averaged over two (2) pay periods of four (4) weeks. The meal period shall be an uninterrupted period except in cases of emergency.
- (d) The regular work week for regular part-time employees in the Ambulance Department will not exceed the employee's predetermined commitment of sixty (60) hours in a pay period, and the regular workday will be either an eight (8) or a twelve (12) hour shift, except that in Eganville and Petawawa where the regular work day for full-time employees is either a ten and one-half (10½) or eleven and one-half (11½) hour shift, including a one-half (½) hour paid meal period. The meal period shall be an uninterrupted period except in cases of emergency.

This provision will not preclude a regular part-time employee from working additional hours of work pursuant to Article 14.04 in addition to that employee's predetermined commitment or a casual employee in being assigned work pursuant to Article 14.04, up to forty (40) hours per week averaged over two (2) pay periods of four (4) weeks without such work constituting overtime under this provision.

14.02 Paid Rest Periods

The Hospital will allocate one fifteen (15) minute paid rest period during each period of three and three-quarter (3¾) hours of work.

14.03 Work Schedule

"Work schedule" is a written statement setting forth the days and hours upon which the employees are required to work, and the day upon which employees are scheduled to be off work. The schedule of normal working hours for full-time and part-time employees shall consist of a minimum of six (6) consecutive weeks, be prepared in ink and shall be posted at least ten (10) consecutive days prior to the beginning of the work schedule at a location where it is most

likely to come to the attention of employees concerned. Work schedules shall embody the following conditions:

- (a) The scheduled daily hours of work shall be continuous and only interrupted by rest periods or a meal period. No bargaining unit employee shall be required or permitted to work a split shift.
- (b) For full-time and regular part-time employees, a minimum period of sixteen (16) hours shall elapse between the end and resumption of work and failing this, the employee shall be remunerated at the overtime rate for the number of hours the interval is short of sixteen (16) hours. In the Ambulance Department this minimum period is twelve (12) hours for shifts in excess of eight (8) hours. This shall not apply where a regular part-time employee is offered and voluntarily accepts an additional shift in accordance with Article 14.04(a).
- (c) Full-time and regular part-time employees required to work weekends shall have at least one (1) weekend off in three (3). If however, exigency requires that he works three (3) consecutive weekends he shall be paid at the overtime rate for his hours worked on the third consecutive weekend. This shall not apply where:
 - (i) A regular part-time employee is offered and voluntarily accepts an additional shift in accordance with Article 14.04.
 - (ii) Such weekend work is worked by an employee to satisfy days off requested by the employee;
 - (iii) An employee request weekend work;
 - (iv) Such weekend work is the result of an exchange of shifts with another employee.
- (d) No full-time or regular part-time employees shall work more than seven (7) consecutive days. If however, exigency requires that he works more than seven (7) consecutive days he shall be paid at the overtime rate for hours worked on consecutive days in excess of seven (7) days. In the Ambulance Department this minimum period is five (5) consecutive days, except it is four (4) consecutive days for shifts greater than eight (8) hours.
- (e) Where practicable to do so for employees who so request, full-time and regular part-time employees shall be provided at least three (3) consecutive days off inclusive of either Christmas Day and Boxing Day or New Year's Day. This shall not apply to employees who

normally work Monday to Friday and who are not scheduled to work on a statutory holiday. Requests for time *off* under this provision must be submitted at least two (2) weeks prior to the posting of the schedule. Preference for either of the periods of time off work will be on a rotational basis and shall be given priority over requests for vacation or leave of absence for the same period. The schedule incorporating the Christmas Day/New Year's Day period shall be posted no later than December 1st.

- (f) When a new master rotation is introduced and it is unit specific, full-time and regular part-time employees shall select their preferred scheduled rotation in order of seniority.
- (g) A weekend off shall be defined as forty-eight (**48**) consecutive hours *off* between 2300 hours Friday and 2300 hours Sunday.

14.04 Assignment of Work

- (a) Where incidental non-recurring shifts or pre-scheduled shifts in a regular part-time position of less than ten (10) consecutive pre-scheduled shifts in a full-time position become available due to the absence of the incumbent in that position, preference for assignment to such available shift(s) shall be equitably distributed in order of seniority to available regular part-time employees qualified and able to perform the work and working in the same classification, department/unit in which the work is being performed. This will not require the Hospital to offer such available shifts to such regular part-time employees where it would result in the payment of overtime. An available work opportunity offered and declined will be counted for the purpose of determining equitable distribution.
- (b) Where the requirements of paragraph (a) above have been met, shifts as described above which remain available shall be equitably distributed in order of seniority to available part-time relief employees qualified and able to perform the work and working in the same classification, department/unit in which the work is being performed. This will not require the Hospital to offer such available shifts to such casual employees where it would result in the payment of overtime. An available work opportunity offered and declined will be counted for the purpose of determining equitable distribution.
- (c) Where ten (10) or more consecutive pre-scheduled shifts in a full-time position become available due to the absence of the incumbent, preference for assignment to such position for the

duration of the absence of the incumbent shall be equitably distributed in order of seniority to regular part-time employees qualified and able to perform the work, in the same classification, department/unit in which the work is being performed. Such regular part-time employee will maintain his regular part-time status, however, for the purpose of Article 14.01 he shall be deemed to be a full-time employee. The pre-scheduled shifts in the position of such regular part-time employee shall be offered in accordance with (a) and (b) above. An available work opportunity offered and declined will be counted for the purpose of determining equitable distribution.

- (d) Where the requirements of paragraph (c) above have been met and shifts as described in (c) above remain available, preference for assignment into such position(s) for the duration in the absence of the incumbent shall be equitably distributed in order of seniority to part-time relief employees qualified and able to perform the work, and working in the same classification, department/unit in which the work is being performed. Such part-time relief employee will maintain his casual status, however, for the purpose of Article 14.01 he shall be deemed to be a full-time employee. An available work opportunity offered and declined will be counted for the purpose of determining equitable distribution.
- (e) The Hospital may require regular part-time and part-time relief employees to declare their availability for shifts which may become available pursuant to (a) and (b) above on a form provided by the Hospital, and where such is the case and a part-time employee has not declared his/her availability for a period during which a shift becomes available, the Hospital will be entitled to offer the available shift to the next employee entitled to such shift pursuant to (a) and (b) above.
- (f) The Hospital may require regular part-time and part-time relief employees to declare their willingness to replace in positions pursuant to (c) and (d) above on a form provided by the Hospital. The Hospital will have no obligation to offer work in such positions to those employees who have failed to declare their willingness to work.
- (g) During the period of time an employee is replacing another employee pursuant to (c) and (d) above, he/she shall not be considered for any overlapping work opportunity.
- (h) No full-time employee in the Ambulance Department shall be transferred by the Hospital to another division or worksite, nor be

required to work at more than one division or worksite without his consent.

14.05 Exchange of Shifts

Employees may request to exchange shifts and/or days off with the written consent of their immediate supervisor. Requests must be submitted in writing to their supervisor in advance, be co-signed by the employees willing to exchange shifts and/or days off, and be authorized by the supervisor before the exchange can take place. Such permission shall not be unreasonably denied. Exchange of shifts and/or days shall not result in overtime payments or time off with pay. Where the shifts involve shift differential this shall be paid to the employee working such shift.

14.06 Temporary Vacancy

Where a full-time position becomes vacant due to:

- (i) a temporary absence of the incumbent in a position for a period greater than twenty-six (26) weeks;
- (ii) a special non-recurring task for a period greater than twenty-six (26) weeks or
- (iii) a temporary vacancy arising due to a pregnancy and/or parental leave

Preference for assignment to such position shall be equally distributed in order of seniority to regular part-time employees, who have indicated an interest in writing for consideration when a temporary vacancy occurs and who are qualified and able to perform the work, in the same classification, department/unit in which the work is being performed. Such regular part-time employee will maintain his regular part-time status while being assigned to such position, however, for the purpose of Article 14.01 he shall be deemed to be a full-time employee. The pre-scheduled shifts in the position of such regular part-time employee shall be offered in accordance with Article 14.04.

14.07 Temporary Employees

With the mutual consent of the Employer and the Union, an employee may be hired for a specified term to replace an employee on leave or to perform a special non-recurring task. Such

employee will not be required to serve a probationary period or permitted to exercise seniority.

The release or discharge of such employee during or at the expiry of the term for which he/she was hired shall not be the subject of a grievance or arbitration. Prior to hiring, the Hospital will outline to the employee selected to fill any such temporary vacancy the circumstances giving rise to the vacancy and the special conditions relating to such employment.

However, none of the above shall preclude the temporary person from using the job posting provision under Article 10.06 of the Collective Agreement. It being understood that the temporary person has no seniority to exercise under 10.06.

If such applicant is successful, subject to completing a probationary period of three hundred and thirty-seven and a half (337.5) hours of straight time worked, he/she will be credited with seniority in accordance with Article 10.

14.08 Consultation with the Union

Where a vacancy of a temporary nature pursuant to Articles 14.06 or 14.07 extends past one (1) year, the parties agree to meet to review the reason why such temporary vacancy is continuing.

The Hospital shall maintain a list of all temporary assignments and temporary employees showing the current classification and department. An up-to-date list shall be sent to the Union on a quarterly basis.

14.09 Work Schedule Committee

The parties agree to establish a committee consisting of an equal number of representatives for each party for the improvement of work schedules in departments, units or divisions. When such schedule improvements have been mutually agreed upon, they shall be implemented at the earliest possible date and such date shall be as proposed by the Joint Committee. Such schedule cannot contravene the provisions of the Collective Agreement.

ARTICLE 15 - WAGES AND PREMIUM PAYMENT

15.01 Definition of Regular Straight Time Rate of Pay

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

15.02 Definition of Overtime

Overtime is defined as authorized hours worked in excess of the regular work day or work week as defined as Article 14.01.

15.03 Overtime Premium

Except as provided in Article 16.05, the overtime rate shall be time and one-half (1½) the employee's regular straight time hourly rate.

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

15.04 Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked. Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime.

A request by an employee for time off in lieu of overtime shall not be unreasonably denied, it being understood that vacation requests shall supersede a request for time off in lieu of overtime.

The Hospital shall revert to payment of accumulated overtime when the employee requests to be paid, or where time off in lieu for accumulated overtime owing is not taken in the course of the fiscal year in which it was earned.

15.05 Additional Paid Rest Periods

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

15.06 Paid Meal Break

An employee required to work more than two (2) hours overtime:

- (a) Shall be supplied a meal by the Hospital. A further meal will be supplied for each four (4) hours continuous of overtime thereafter.
- (b) When the ambulance employees are in transit during a meal period they will be provided with up to a maximum of seven dollars (\$7.00) per meal provided that the employee submits a receipt for the meal.

15.07 Distribution of Overtime

Overtime will be offered in order of seniority on an equitable basis to employees within the classification that normally perform the work, in the department/unit in which the work is to be performed.

In the Ambulance Department overtime will be offered in order of seniority on an equitable basis first to full-time employees, failing this, to regular part-time employees, and failing this to relief part-time employees. Employees who have worked or will work within eight (8) hours of the commencement or end of the overtime shift or are not available due to an approved absence from work will not be offered such overtime opportunity, however this will not count as an offered overtime opportunity for the purpose of equitable distribution. An available work opportunity offered and declined will be counted for the purpose of determining equitable distribution.

An employee may accumulate up to five (5) shifts which may be a combination of regular and extended shifts in straight time hours. Such banked hours must be taken no later than March 31st of each year. If such time cannot be taken for any reason, it shall be paid.

15.08 Reporting Pay

- (a) 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 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 to work.
- (b) When a regular part-time employee is required to work on a non-scheduled shift of at least seven and one-half (7.5) hours, they will be paid for the full shift if reporting to work within one (1) hour of notification.

- (c) The Hospital will endeavour to schedule compulsory in-service in conjunction with a scheduled shift. Attendance at the in-service will be compensated at the employee's straight time rate of pay.

If the in-service is scheduled at a time which is not in conjunction with a scheduled shift, attendance at the in-service will be compensated at a minimum of two (2) hours at straight time.

15.09 Call-back/Call-in Pay

A full-time or regular part-time employee who has left the premises and is called back within 24 hours of the commencement of the last scheduled shift to meet emergency conditions shall be paid one and one-half (1.5) times his/her straight time hourly rate of pay for all hours worked on a call-back with a minimum payment equivalent to four (4) hours pay at one and one-half (1.5) times the regular straight time hourly rate of pay. However, when an employee is called back to work and the hours worked overlap with a paid holiday, the employee shall be paid double time for all time worked on a paid holiday.

A regular part-time employee who is called-in to work more than 24 hours from the commencement of the last scheduled shift will be paid a minimum of four (4) hours at straight time.

15.10 Standby

- (a) An employee who is required to remain available for duty on standby, shall receive two dollars and ten cents (\$2.10) per hour for each hour on standby. Effective April 1, 2002, an employee who is required to remain available for duty on standby shall receive two dollars and fifty cents (\$2.50) per hour for each hour on standby.
- (b) When an employee is called back to work while on paid standby he/she shall be paid in accordance with the call-back provisions as herein contained and the standby allowance for the originally specified standby shift shall remain payable.
- (c) When an employee is called in to work the standby allowance as herein contained shall remain payable.

(d) **Transportation Allowance**

An employee who is called back to work while on paid standby shall receive a transportation allowance for each call-back of three dollars and fifty cents (\$3.50).

(e) **Pagers**

The Employer will furnish a pager to employees required to remain on standby, at no cost to the employee.

15.1 ■ Shift and Weekend Premium

Employees shall be paid a shift premium of forty-five cents (\$0.45) per hour for all hours worked where the majority of hours worked in a shift are between 1545 and 0800 hours the following day. Effective October 1st, 2001, the shift premium shall be fifty-five cents (\$0.55) per hour. Effective April 1st, 2002, the shift premium shall be sixty cents (\$0.60) per hour. Effective April 1st, 2003, the shift premium shall be sixty five cents (\$0.65) per hour.

In the Ambulance Department, employees shall be paid a shift premium of forty-five cents (\$0.45) per hour for actual hours worked between 1600 and 0800 hours the following day. Effective October 1st, 2001, the shift premium shall be fifty-five cents (\$0.55) per hour. Effective April 1st, 2002, the shift premium shall be sixty cents (\$0.60) per hour. Effective April 1st, 2003, the shift premium shall be sixty-five cents (\$0.65) per hour.

Employees shall be paid a weekend premium of forty-five cents (\$0.45) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday. Effective October 1st, 2001, the weekend premium shall be fifty-five cents (\$0.55) per hour. Effective April 1st, 2002, the weekend premium shall be sixty cents (\$0.60) per hour. Effective April 1st, 2003, the weekend premium shall be sixty-five cents (\$0.65) per hour.

15.12 Temporary Transfer

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

- (b) When an employee agrees to be assigned temporarily to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half shift, the employee shall receive an allowance of ten dollars (\$10.00) for each shift from the time of the assignment.

Notwithstanding the above, where the rate of pay of the classification outside the bargaining unit is greater than the aggregate of the employee's regular rate of pay and the \$10.00 premium, the employee shall be paid the rate of pay of the position outside the bargaining unit where the temporary assignment is for a period in excess of four (4) weeks.

- (c) When an employee is temporarily assigned to a lesser paid job, his/her wage rate shall not be reduced.

15.13 Daylight Savings Time

Changing the clock caused by daylight savings or standard time shall not cause paying other than normal scheduled rates in the week the change occurs.

15.14 Pay Day

The Employer shall pay its employees no later than 10:00 a.m. every second Friday. The Employee's pay shall be deposited into the employee's bank account directly and the employee shall be provided with a pay stub showing the hourly rate of pay, year to date deductions, date of pay period, deductions made, the number of working hours both regular and overtime and the premiums.

When there is a Hospital error greater than fifty dollars (\$50.00) gross in an employee's pay, the Hospital will issue the amount owing within *two* (2) working days of the error being identified, if requested.

When the Hospital inadvertently overpays an employee, the overpayment shall be deducted from the employee's following pay cheques by a reasonable amount mutually agreed upon between the employee and the Hospital.

ARTICLE 16 - PAID STATUTORY HOLIDAYS

16.01 Paid Holidays

The Hospital will recognize the following twelve (12) days as holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Third Monday in February
August Civic Holiday	(Heritage Day if so proclaimed)
Remembrance Day	

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

16.02 Definition of Holiday Pay and Qualifiers (applies to full-time employees only)

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work it being understood that an employee who works more than seven and one-half (7½) hours is entitled to holiday pay of seven and one-half (7½) hours times his hourly rate of pay.

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

An employee who was scheduled to work on a holiday and is absent shall not be entitled to holiday pay or to a lieu day to which he would otherwise be entitled unless such absence was due to a satisfactory reason.

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

16.03 Payment for Working on a Holiday

If an employee is required to work on any of the holidays, the employee shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.05. In addition, if the employee qualifies in accordance with Article 16.02 above, the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work, it being understood that an employee who works more than seven and one-half (7½) hours is entitled to holiday pay of seven and one-half (7½) hours times his hourly rate of pay.

**16.04 Lieu Day
(applies to full-time employees only)**

If a paid holiday is observed during an employee's vacation or scheduled day off, or he/she is otherwise entitled to a lieu day, the employee shall be granted a lieu day off with pay at a time mutually agreed upon between the employee and the Hospital.

16.05 Payment for Working Overtime on a Holiday

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

16.06 Designation of a Statutory Holiday

The Hospital may designate another day to be celebrated as the paid holiday (subject to legislative requirements) if the paid holiday falls on a Saturday or Sunday and in so doing shall designate either the Friday or the Monday and shall notify employees at least ten (10) days in advance and shall post the designated holiday on the staff bulletin board. Where the Hospital and the Union mutually agree, a day other than a Friday or Monday may be designated.

ARTICLE 17 - VACATIONS

17.01 Vacation Entitlement

- (a) An employee with less than one (1) year of continuous service at January 1st of any year shall receive vacation, prorated for each month of service up to a maximum of seventy-five (75) hours at regular straight time pay.
- (b) An employee with one (1) but less than two (2) years of continuous service at January 1st in any year shall receive two (2) weeks or seventy-five (75) hours of vacation with pay at the rate effective at the commencement of the vacation.
- (c) Professionals identified in Wage Schedule "A" with one (1) year of continuous service at January 1st in any year shall receive three (3) weeks or one hundred and twelve and a half (112.5) hours of vacation with pay at the rate effective at the commencement of the vacation; provided that (e) and (9) of this Article shall not apply in his/her case.
- (d) Professionals identified in Wage Schedule "A" with three (3) years of continuous service at January 1st in any year shall receive four (4) weeks or one hundred and fifty (150) hours of vacation with pay at the rate effective at the commencement of the vacation; provided that (e) and (f) of this Article shall not apply in his/her case.
- (e) An employee after two (2) years of continuous service at January 1st in any year shall receive three (3) weeks or one hundred and twelve and one-half (112.5) hours of vacation with pay at the rate effective at the commencement of the vacation.
- (f) An employee with five (5) years or more of continuous service at January 1st in any year shall receive four (4) weeks or one hundred and fifty (150) hours of vacation with pay at the rate effective at the commencement of the vacation.
- (g) An employee with fifteen (15) years or more of continuous service at January 1st in any year shall receive five (5) weeks or one hundred and eighty-seven and one-half (187.5) hours of vacation with pay at the rate effective at the commencement of the vacation.
- (h) An employee with twenty-five (25) years or more of continuous service at January 1st in any year shall receive six (6) weeks or two hundred and twenty-five (225) hours of vacation with pay at the rate effective at the commencement of the vacation. Effective April 1, 2018,

2002, an employee with twenty-three (23) years or more of continuous service at January 1st in any year shall receive six (6) weeks or two hundred and twenty-five (225) hours of vacation with pay at the rate effective at the commencement of the vacation.

(i) **Supplementary Vacation**

Effective April 1, 2003, the following supplementary vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days vacation with pay.

An employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional five (5) days vacation with pay.

Every employee who has attained their 30th or 35th anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation blanked.

- (j) Years of service for the purpose of vacation entitlement shall not be interrupted due to a leave of absence resulting from a compensable injury payable through the Worker's Safety and Insurance Board or when the employee is on Pregnancy, Parental or Adoption Leave.

17.02 Vacation Year

The vacation year is during the period of December 16th to December 15th of the following year. The period during which vacations may be taken shall be from January 16th, to December 15th. When practicable to do so the Hospital will honour advance vacation requests from the next year's vacation entitlement between December 16th and January 15th.

17.03 Vacations – Part-time Employees

- (a) Years of service for part-time employees for purpose of wage increases and vacation entitlement shall be calculated in accordance with Article 10.01 namely one (1) year of service for each one thousand, five hundred (1,500) hours of regular straight time hours worked.

(b) Part-time employees shall, subject to the provision of (a), be entitled to receive rates of pay equivalent to full-time employees on a prorated basis on hours actually worked.

(c) Vacation pay for part-time employees shall be made on the following basis:

2 weeks or less of vacation entitlement	-	4% of earnings;
3 weeks of vacation entitlement	-	6% of earnings;
4 weeks of vacation entitlement	-	8% of earnings;
5 weeks of vacation entitlement	-	10% of earnings;
6 weeks of vacation entitlement	-	12% of earnings.

Effective April 1, 2003, 30 years of service an additional 2% of earnings in the year it is achieved.

Effective April 1, 2003, 35 years of service an additional 2% of earnings in the year it is achieved.

On or about July 1st of each year, the Hospital will pay the percentage of earnings of the previous calendar year. This practice will also apply to part-time employees who accept full-time positions until the part-time entitlement has been paid in full.

Any part-time employee may submit a request during the period January 15 to May 30 for a vacation advance. Such advance will be paid approximately four (4) weeks after the request. The total percentage of earnings of the previous year will be paid out.

(d) Vacation for part-time employees shall be calculated on a weekly basis consisting of five (5) working days and two (2) days *off*.

17.04 Vacation Requests

(a) An employee must submit, in writing, to the Hospital, his/her request for vacation during the period December 16th to March 30th by November 15th. The vacation schedule will be posted by December 1st.

An employee must submit, in writing, to the Hospital, his/her request for all his/her remaining vacation entitlement by March 30th of each year including the number of days to be taken as random

vacation days. No more than five (5) random days may be taken in a vacation year. Random day requests submitted by March 30th shall be secondary to regular block vacation requests submitted after March 30th. A block vacation period is defined as a minimum of four (4) consecutive working days. An employee who does not meet this deadline will have his vacation requests considered only after all other requests submitted have been considered and granted. The vacation schedule will be posted by May 15th of each year.

- (b) All requests for random vacation days must be submitted ten (10) days in advance, but no later than November 15th of each year. Once a random vacation day has been approved additional requests for the same day will become secondary regardless of seniority.
- (c) Each employee is responsible for keeping track of his/her vacation entitlement. Information with regard to vacation entitlement will be made available to the employee upon request. Any vacation entitlement not used by December 15th of each year shall be paid out to the employee in the last pay of each year.

17.05 Granting of Vacation Requests

- (a) It is recognized that work requirements must be given first consideration in granting vacation requests. The Hospital is entitled to determine the number of employees who are entitled to take vacations at any given time, however, vacation requests shall not be unreasonably denied. Preference for vacations will be given in order of bargaining-unit-wide seniority in each classification within each department, unit or division, **up** to a maximum of three (3) weeks' (15 working days) vacation. These will be granted to all employees in order of seniority before further vacation requests are granted to employees with greater seniority. However, where vacation requests of more than three (3) weeks during this period do not conflict with other vacation requests more than three (3) weeks' vacation may be granted to the extent practicable. Granting of vacation requests during the Christmas/New Year period shall be subject to Article 14.03(e).

(b) Nursing Service Department Bargaining Unit Seniority

For vacation scheduling purposes only departmental seniority in the Nursing Service Department will be defined as bargaining unit seniority within a designated working unit. Working unit subdivisions of the Nursing Department will be designated by the

Hospital for vacation scheduling purposes. Where it becomes necessary to alter the working unit, such alteration will not prejudice an employee's previously authorized vacation schedule.

(c) **Ambulance Divisions Seniority**

For scheduling purposes' the bargaining unit seniority within the Ambulance Department shall be defined as the bargaining unit seniority within each division.

17.06 Work During Vacation

Should an employee who has commenced his/her scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, then that employee shall be paid at the rate of one and one-half (1.5) times his/her basic straight-time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he/she has so worked.

A vacation lieu day shall be interpreted as the number of hours of vacation credits an employee would have used had he remained on vacation and not worked on that day. In the Ambulance Department, there must be twenty-four (24) hours between the end of the last scheduled shift worked and the commencement of the next scheduled shift.

17.07 Illness During Vacation

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

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such illness shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

17.08 Scheduled Vacation and Workers' Compensation

Where vacations had been previously approved for a period of time for which an employee is in receipt of WSIB benefits, the employee

will have the option of either rescheduling his vacations or receiving payment for his vacation entitlement for the period of time he is in receipt of WSIB benefits. It is understood that in the event the employee chooses to reschedule his vacations so displaced it will not result in the displacement of any vacations already approved for other employees.

17.09 Vacation Pay Upon Termination

Employees leaving the services of the Employer when an unused period of vacation stands to their credit shall be paid the amount due to them in lieu of vacation up to and including their last day of employment.

ARTICLE 18 - HEALTH AND WELFARE

18.01 Insured Benefits

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

(a) Semi-private Coverage

The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-private Plan in effect as of September 28, 1993, or comparable coverage with another carrier.

(b) Extended Health Care Coverage

The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993, (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage to include hearing aids lifetime maximum three hundred dollars (\$300.00) per person and vision care maximum one hundred and fifty dollars (\$150.00) every twenty-four (24) months. Effective October 1st, 2001, hearing aid coverage will be increased to include

the cost of hearing aid acquisition per person every thirty-six (36) months.

(c) Life Insurance

The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under H.O.O.G.L.I.P., in effect as of September 28, 1993, or an equivalent plan.

(d) Dental Plan

The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan, in effect as of September 28, 1993, as herein amended or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction. Effective October 1st, 2001, dental recall including preventative services under the above Plan is increased to nine (9) months. Effective October 1st, 2001, coverage of eligible employees under the Blue Cross Rider #2 Dental Plan (or equivalent) (complete and partial dentures) at 50/50 co-insurance to an annual maximum payment of one thousand dollars (\$1,000.00) and Blue Cross Rider #4 Dental Plan (or equivalent) (crowns, bridgework, and repairs to same) at 50/50 co-insurance to annual maximum payment of one thousand dollars (\$1,000.00).

18.02 Change of Carrier

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

18.03 Pension Plan

All present full-time employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New full-time employees and full-time employees not yet eligible for membership in the plan shall, as a condition of

employment, enrol in the plan when eligible in accordance with its terms and conditions. Part-time employees have the right to enrol into the Hospital's pension plan subject to its terms and conditions.

18.04 Benefits for Part-time Employees

A part-time employee including a temporary employee shall receive in lieu of fringe benefits (being those benefits to an employee paid in whole or part by the Hospital as part of direct compensation or otherwise, save and except wages, vacation pay, shift premium, weekend premium, overtime premium, separation allowance, bereavement pay, jury and witness duty, pregnancy pay, parental leave, education leave, injury pay, reporting pay, call back pay, standby pay, pension, retirement allowance) an amount equal to fourteen percent (14%) of his/her regular straight-time hourly rate of pay for all straight-time hours worked.

ARTICLE 19 - COMPENSATION

19.01 (a)

Job Classification

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

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

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

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive to the date that the duties took effect or the date the new job classification was established as may be the case.

(b) **Job Descriptions**

A copy of the current job description for a bargaining-unit position shall be made available to the Union and any incumbent upon request. When a new classification which is covered by terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the Local Union of the proposed rate of pay pursuant to Article 19.01(a) above.

19.02 Assignment of Duties from Another Classification

Where the Hospital revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- (a) An employee who occupies a position which is revised in accordance with this Article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.
- (b) In the event an employee presently occupying a position which is revised in accordance with this Article requires additional training to perform duties of the revised position, the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training

shall be given during the hours of work whenever possible and may extend for up to six (6) months.

19.03 Promotion to a Higher Paying Classification

An employee who is promoted to a higher-rated classification within the bargaining unit will be placed in the range of the higher-rated classification so that he/she shall receive no less an increase *in* rate than the equivalent of one (1) step in the wage rate of his/her previous classification (provided that he/she does not exceed the wage rate of the classification to which he/she has been promoted) and he/she shall progress within the new salary range in accordance with his/her length of service in the new job subsequent to the date of transfer.

19.04 Part-time Progression on the Wage Grid

Part-time employees shall accumulate service for the purpose of progression on the wage grid on the basis of one year each one thousand, five hundred (1,500) hours of regular straight-time hours worked.

19.05 Transfer to a Lower Paying Classification

An employee who is the successful applicant to a job posting, and as a result is transferred to a lower paying classification within the bargaining unit will be placed in the range of the lower paying classification commensurate with his service at the Hospital and shall progress within the new salary range in accordance with his/her length of service in the new job subsequent to the date of transfer.

ARTICLE 20 - HOSPITAL OPERATING PLAN

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.

- (c) In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other restructuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the Employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

ARTICLE 21 - UNIFORMS AND PROTECTIVE FOOTWEAR

21.01 Uniforms

Where full-time employees are required by the Employer to wear uniforms and where such uniforms are not laundered and provided as Hospital property, the Employer shall pay to each employee the sum of five dollars and seven cents (\$5.70) per month for the purpose of allowing employees to purchase and launder, on their own, such uniforms as are required by the Hospital and such uniforms are to be property of the employee. Effective January 1st, of each calendar year, the Hospital will provide seventy-five dollars (\$75.00) to each full-time employee.

Where part-time employees are required by the Employer to wear uniforms and where such uniforms are not laundered and provided as Hospital property, the Employer shall pay to each employee the sum of three cents (\$0.03) per hour for the purpose of allowing employees to purchase and launder, on their own, such uniforms as are required by the Hospital and such uniforms are to be the property of the employee. This allowance will be paid on each pay period.

21.02 Safety Footwear

On the first pay period after January 1st of each calendar year, the Hospital will provide eighty dollars (\$80.00) per calendar year to each full-time employee and forty-five dollars (\$45.00) per calendar year to each regular part-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his/her duties. (It being understood that the percentage paid to relief part-time employees in lieu of fringe benefits includes the provision of protective footwear).

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

1. Maintenance
2. Grounds
3. Ambulance
4. Stores

21.03 Lab Coats

The Hospital will provide all employees of the Laboratory with lab coats which will be laundered by the Employer. No uniform allowance will apply to these employees.

21.04 Laundering of Ambulance Uniforms

The Hospital will provide the laundering of Ambulance uniforms except the employees shall be responsible for the laundering of shirts.

ARTICLE 22 - GENERAL CONDITIONS

22.01

- (a) The Union will be allowed bulletin boards at mutually agreeable locations in the Hospital and on any off sites for the purpose of posting notices regarding matters pertaining only to the Union. All such notices must be signed by an authorized officer of the Union. All notices must be submitted to the Executive Director or her delegate for information, prior to posting.
- (b) The Employer will allow the Union the use of the Hospital's fax machine for any Union correspondence.

22.02


At the discretion of the Hospital, the retirement date for all employees **shall** be the first of the month following the date on which the employee reaches the retirement age as specified by the Hospitals of Ontario Pension Plan.

22.03

- (a) A Practical Nurse with temporary registration, a Laboratory Technologist with temporary registration, or Untrained Ambulance Attendant in the employ of the Hospital shall be given the salary of a Registered Practical Nurse, Registered Laboratory Technologist, or Trained Ambulance Attendant effective and retroactive to the date on the certificate.

- (b) A Registered Practical Nurse is required to present to the Vice-President – Clinical Programs or her designate before February 15th of each year his/her current Certificate of Competence. Such time shall be extended for legitimate reasons. Failure to provide proof of certification by the above date (or extended date) shall result in the Practical Nurse being reverted to the salary status of a Practical Nurse with temporary registration. Re-instatement to the status of Registered Practical Nurse shall be effective the first pay period following the date of presentation of proof of certification as above.
- (c) All Registered Technologists are annually required to present proof of certification to their Department Heads, in accordance with the departmental policies. Such date shall be extended for legitimate reasons. Failure to provide proof of certification by this date (or extended date) shall result in the Technologist being reverted to the salary status of a Non-registered Technologist. Reinstatement to the status of Registered Technologist shall be effective the first pay period following the date of presentation of proof of certification as above.
- 22.04** The Hospital agrees to provide the Union with a list of employees on maternity/parental leave, long-term disability, and Workplace Safety Insurance Board benefits on a monthly basis.
- 22.05** The Hospital agrees to provide the employee and the Union representative on the Health & Safety Committee with a copy of the Workplace Safety Insurance Board Form 7 at the same time it is sent to W.S.I.B.
- 22.06** The Hospital accepts that one CUPE member on the Joint Occupational Health and Safety Committee will be trained and will act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of a certified worker will be paid by the Hospital.
- 22.07** Full-time employees required by the Hospital to be absent from work as a result of exposure to contagious disease will be placed on the sick pay benefit plan until it is determined if the employee has become infected.

Where a regular part-time employee is absent from work during the screening period for a contagious disease, the Hospital will endeavour to replace lost shifts after the employee returns to work.



22.08 Where the employee is required to use their own vehicle to perform the duties of their job they will be paid thirty-five cents (\$0.35) per kilometre or as amended upwards from time to time.

ARTICLE 23 - DURATION

23.01 Term

Except as otherwise provided, all terms and conditions in this Agreement shall be effective October 1st, 2001, and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within one hundred and twenty (120) days prior to the termination date of September 28, 2004. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

Within fifteen (15) working days of receipt of such notice by one (1) party, the other party is required to negotiate for a renewal or revision of the Agreement and all of its terms shall continue in force until a new Agreement is executed.

Retroactivity shall be paid on the basis of hours paid, on or before the last pay period of November 2001.

23.02 Central Bargaining

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments of 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 of 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 Committee 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

their principles as to possible participation in central negotiations, if any, and the conditions for such central bargaining.

Signed and dated in Pembroke, Ontario, this 25th day of October 2001.

FOR THE UNION

Donna Gaire
Kevin Roberts
Brenda Barber
Michael Chubb
Simone Burger

FOR THE EMPLOYER

Lloyd
Lois Ross
Brian Leakey
Wanille Thomas

tp
opeiu 491
October 18, 2001

WAGE SCHEDULE "A"
JOB CLASSIFICATIONS AND HOURLY WAGE RATE

Group I - Laboratory

Registered Technologists II (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	20.00	20.60	21.22	21.52
after 1 year	20.97	21.60	22.25	22.56
after 2 years	21.79	22.44	23.11	23.44
after 3 years	22.68	23.36	24.06	24.40
after 4 years	23.56	24.27	25.00	25.35
after 5 years	24.47	25.20	25.96	26.33
after 6 years	25.36	26.12	26.90	27.28
after 7 years	26.26	27.05	27.86	28.25
after 8 years	27.14	27.95	28.79	29.20
after 9 years	28.05	28.89	29.76	30.18

Registered Technologist I (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	19.49	20.07	20.67	20.96
after 1 year	20.46	21.07	21.70	22.01
after 2 years	21.28	21.92	22.58	22.90
after 3 years	22.17	22.84	23.53	23.86
after 4 years	23.05	23.74	24.45	24.79
after 5 years	23.95	24.67	25.41	25.77
after 6 years	24.86	25.61	26.38	26.75
after 7 years	25.75	26.52	27.32	27.71
after 8 years	26.63	27.43	28.25	28.65
after 9 years	27.54	28.37	29.22	29.63

Technologist with Temporary Registration

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
	18.97	19.54	20.13	20.41

Laboratory Assistant

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.38	14.81	15.25	15.47
after 1 year	14.94	15.39	15.85	16.07
after 2 years	15.48	15.94	16.42	16.65
after 3 years	16.04	16.52	17.02	17.26
after 4 years	16.57	17.07	17.58	17.83

Group 2 – Radiology

Registered Technologist (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	19.49	20.07	20.67	20.96
after 1 year	20.46	21.07	21.70	22.01
after 2 years	21.28	21.92	22.58	22.90
after 3 years	22.17	22.84	23.53	23.86
after 4 years	23.05	23.74	24.45	24.79
after 5 years	23.95	24.67	25.41	25.77
after 6 years	24.86	25.61	26.38	26.75
after 7 years	25.75	26.52	27.32	27.71
after 8 years	26.63	27.43	28.25	28.65
after 9 years	27.54	28.37	29.22	29.63

Technologist with Temporary Registration

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
	18.97	19.54	20.13	20.41

Clinical Instructor (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	20.25	20.86	21.49	21.79
after 1 year	21.23	21.87	22.53	22.85
after 2 years	22.05	22.71	23.39	23.72
after 3 years	22.94	23.63	24.34	24.68
after 4 years	23.82	24.53	25.27	25.63
after 5 years	24.72	25.46	26.22	26.58
after 6 years	25.63	26.40	27.19	27.57
after 7 years	26.52	27.32	28.14	28.54
after 8 years	27.40	28.22	29.07	29.48
after 9 years	28.31	29.16	30.03	30.45

Sonographer (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	19.84	20.44	21.05	21.35
after 1 year	20.82	21.44	22.08	22.39
after 2 years	21.64	22.29	22.96	23.28
after 3 years	22.53	23.21	23.91	24.25
after 4 years	23.41	24.11	24.83	25.18
after 5 years	24.31	25.04	25.79	26.15
after 6 years	25.22	25.98	26.76	27.14
after 7 years	26.11	26.89	27.70	28.09
after 8 years	26.70	27.50	28.33	28.73
after 9 years	27.90	28.74	29.60	30.02

Echocardiographer (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	19.84	20.44	21.05	21.35
after 1 year	20.82	21.44	22.08	22.39
after 2 years	21.64	22.29	22.96	23.28
after 3 years	22.53	23.21	23.91	24.25
after 4 years	23.41	24.11	24.83	25.18
after 5 years	24.31	25.04	25.79	26.15
after 6 years	25.22	25.98	26.76	27.14
after 7 years	26.11	26.89	27.70	28.09
after 8 years	26.70	27.50	28.33	28.73
after 9 years	27.90	28.74	29.60	30.02

Dark Room Technician

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	15.39	15.85	16.33	16.56
after 6 months	15.56	16.03	16.51	16.74
after 12 months	15.73	16.20	16.69	16.93
after 18 months	15.89	16.37	16.86	17.10
after 24 months	16.00	16.48	16.97	17.21

Group 3 – Pharmacy

Pharmacy Assistant

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.09	14.51	14.95	15.16
after 6 months	14.28	14.71	15.15	15.36
after 12 months	14.45	14.88	15.33	15.55
after 18 months	14.59	15.03	15.48	15.70
after 24 months	14.74	15.18	15.64	15.86

Pharmacy Technician

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	19.43	20.01	20.61	20.90
after 6 months	19.62	20.21	20.82	21.11
after 12 months	19.79	20.38	20.99	21.29
after 18 months	19.91	20.51	21.13	21.43
after 24 months	20.06	20.66	21.28	21.58

Group 4 – Ambulance

Paramedic

	April 1/2001	Sept 29/01	Sept 29/02	Sept 29/03
start	21.98	22.53	23.21	23.91
after 6 months	22.94	23.51	24.22	24.95
after 18 months	23.89	24.49	25.22	25.98

Attendant – Trained

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	18.97	19.54	20.13	20.41
after 6 months	19.22	19.80	20.39	20.68
after 12 months	19.44	20.02	20.62	20.91
after 18 months	19.69	20.28	20.89	21.18
after 24 months	19.94	20.53	21.15	21.45

Attendant – Untrained

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	16.82	17.32	17.84	18.09
after 6 months	17.05	17.56	18.09	18.35
after 12 months	17.25	17.77	18.30	18.56
after 18 months	17.48	18.00	18.54	18.80
after 24 months	17.70	18.23	18.78	19.04

Group 5 – Maintenance

Maintenance – Trades Generalist

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	19.51	20.10	20.70	20.99
after 6 months	19.67	20.26	20.87	21.16
after 12 months	19.82	20.41	21.02	21.32
after 18 months	19.94	20.54	21.16	21.46
after 24 months	20.06	20.66	21.28	21.58

Maintenance Assistant

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.86	15.31	15.77	15.99
after 6 months	15.04	15.49	15.95	16.17
after 12 months	15.22	15.68	16.15	16.38
after 18 months	15.35	15.81	16.28	16.51
after 24 months	15.48	15.94	16.42	16.65

Groundskeeper

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.86	15.31	15.77	15.99
after 6 months	15.04	15.49	15.95	16.17
after 12 months	15.22	15.68	16.15	16.38
after 18 months	15.35	15.81	16.28	16.51
after 24 months	15.48	15.94	16.42	16.65

Helper

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	13.56	13.97	14.39	14.59
after 6 months	13.76	14.17	14.60	14.81
after 12 months	13.92	14.34	14.77	14.98
after 18 months	14.05	14.47	14.90	15.11
after 24 months	14.21	14.64	15.08	15.29

**Group 6 – Dietary
Cook**

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	16.15	16.63	17.13	17.37
after 6 months	16.34	16.83	17.33	17.57
after 12 months	16.52	17.02	17.53	17.78
after 18 months	16.65	17.15	17.66	17.91
after 24 months	16.78	17.28	17.80	18.05

Food Service Worker I

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.93	15.38	15.84	16.06
after 6 months	15.11	15.56	16.03	16.26
after 12 months	15.30	15.76	16.23	16.46
after 18 months	15.44	15.90	16.38	16.61
after 24 months	15.56	16.03	16.51	16.74

Food Service Worker II

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.34	14.77	15.21	15.42
after 6 months	14.51	14.95	15.40	15.62
after 12 months	14.73	15.17	15.63	15.85
after 18 months	14.84	15.29	15.75	15.97
after 24 months	14.98	15.43	15.89	16.11

Dietitian Assistant

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
Start	19.25	19.83	20.43	20.72
After 1 year	19.92	20.52	21.14	21.44
After 2 years	20.58	21.20	21.84	22.15
After 3 years	21.26	21.90	22.56	22.88
After 4 years	21.92	22.58	23.26	23.59

**Group 7 – Laundry
Washperson**

	April 1/2001	Aug 22/2001	April 1/2002	April 1/2003	April 1/2004
start	14.26	14.85	15.30	15.76	15.98
after 6 mon.	14.43	15.03	15.48	15.94	16.16
after 12 mon.	14.61	15.18	15.64	16.11	16.34
after 18 mon.	14.76	15.33	15.79	16.26	16.49
after 24 mon.	14.88	15.48	15.94	16.42	16.65

Helper II

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.85	15.30	15.76	15.98
after 6 months	15.03	15.48	15.94	16.16
after 12 months	15.18	15.64	16.11	16.34
after 18 months	15.33	15.79	16.26	16.49
after 24 months	15.48	15.94	16.42	16.65

Helper III

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.34	14.77	15.21	15.42
after 6 months	14.51	14.95	15.40	15.62
after 12 months	14.70	15.14	15.59	15.81
after 18 months	14.83	15.27	15.73	15.95
after 24 months	14.98	15.43	15.89	16.11

Janitor/Driver

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.86	15.31	15.77	15.99
after 6 months	15.04	15.49	15.95	16.17
after 12 months	15.22	15.68	16.15	16.38
after 18 months	15.35	15.81	16.28	16.51
after 24 months	15.48	15.94	16.42	16.65

Seamstress

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.86	15.31	15.77	15.99
after 6 months	15.04	15.49	15.95	16.17
after 12 months	15.22	15.68	16.15	16.38
after 18 months	15.35	15.81	16.28	16.51
after 24 months	15.48	15.94	16.42	16.65

Group 8 – Housekeeping

Cleaner

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.85	15.30	15.76	15.98
after 6 months	15.03	15.48	15.94	16.16
after 12 months	15.18	15.64	16.11	16.34
after 18 months	15.33	15.79	16.26	16.49
after 24 months	15.48	15.94	16.42	16.65

Janitor

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.35	14.78	15.22	15.43
after 6 months	14.52	14.96	15.41	15.63
after 12 months	14.72	15.16	15.61	15.83
after 18 months	14.85	15.30	15.76	15.98
after 24 months	14.98	15.43	15.89	16.11

Group 9 – Nursing

Registered Practical Nurse

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	19.38	19.96	20.56	20.85
after 6 months	19.61	20.20	20.81	21.10
after 12 months	19.80	20.39	21.00	21.30
after 18 months	19.94	20.54	21.16	21.46
after 24 months	20.09	20.69	21.31	21.61

Registered Practical Nurse with Temporary Registration

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.27	14.70	15.14	15.35
after 6 months	14.44	14.87	15.32	15.54
after 12 months	14.62	15.06	15.51	15.73
after 18 months	14.77	15.21	15.67	15.89
after 24 months	14.88	15.33	15.79	16.01

Unit Clerk

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	15.36	15.82	16.29	16.52
after 6 months	15.54	16.01	16.49	16.72
after 12 months	15.71	16.18	16.67	16.91
after 18 months	15.87	16.35	16.84	17.08
after 24 months	16.00	16.48	16.97	17.21

C.S.R.

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	15.36	15.82	16.29	16.52
after 6 months	15.54	16.01	16.49	16.72
after 12 months	15.71	16.18	16.67	16.91
after 18 months	15.87	16.35	16.84	17.08
after 24 months	16.00	16.48	16.97	17.21

Physiotherapy Assistant/Rehabilitation Assistant

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.09	14.51	14.95	15.16
after 1 year	14.64	15.08	15.53	15.75
after 2 years	15.17	15.63	16.10	16.33
after 3 years	15.71	16.18	16.67	16.91
after 4 years	16.25	16.74	17.24	17.48

Group IO – Clerical

Clerk

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	14.85	15.30	15.76	15.98
after 6 months	15.03	15.48	15.94	16.16
after 12 months	15.18	15.64	16.11	16.34
after 18 months	15.33	15.79	16.26	16.49
after 24 months	15.48	15.94	16.42	16.65

Stenographer

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	15.13	15.58	16.05	16.28
after 6 mos.	15.32	15.78	16.25	16.48
after 12 mos.	15.50	15.97	16.45	16.68
after 18 mos.	15.63	16.10	16.58	16.81
after 24 mos.	16.00	16.48	16.97	17.21

Clerk I

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	15.36	15.82	16.29	16.52
after 6 months	15.54	16.01	16.49	16.72
after 12 months	15.71	16.18	16.67	16.91
after 18 months	15.87	16.35	16.84	17.08
after 24 months	16.00	16.48	16.97	17.21

Accounting Bookkeeper

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	15.85	16.33	16.82	17.06
after 6 months	16.06	16.54	17.04	17.28
after 12 months	16.22	16.71	17.21	17.45
after 18 months	16.37	16.86	17.37	17.61
after 24 months	16.50	17.00	17.51	17.76

Health Record Technician

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	15.85	16.33	16.82	17.06
after 6 months	16.05	16.53	17.03	17.27
after 12 months	16.21	16.70	17.20	17.44
after 18 months	16.37	16.86	17.37	17.61
after 24 months	16.50	17.00	17.51	17.76

Storesperson

	April 1/2001	Aug 22/2001	April 1/2002	April 1/2003	April 1/2004
start	14.43	14.85	15.30	15.76	15.98
after 6 mos.	14.61	15.03	15.48	15.94	16.16
after 12 mos.	14.80	15.18	15.64	16.11	16.34
after 18 mos.	14.93	15.33	15.79	16.26	16.49
after 24 mos.	15.06	15.48	15.94	16.42	16.65

Clinic Facilitator

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	18.52	19.08	19.65	19.93
after 6 months	19.01	19.58	20.17	20.45
after 12 months	19.51	20.10	20.70	20.99
after 18 months	19.98	20.58	21.20	21.50
after 24 months	20.47	21.08	21.71	22.02

Health Records Facilitator

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	18.52	19.08	19.65	19.93
after 6 months	19.01	19.58	20.17	20.45
after 12 months	19.51	20.10	20.70	20.99
after 18 months	19.98	20.58	21.20	21.50
after 24 months	20.47	21.08	21.71	22.02

Buyer

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	18.52	19.08	19.65	19.93
after 1 year	19.01	19.58	20.17	20.45
after 2 years	19.51	20.10	20.70	20.99
after 3 years	19.98	20.58	21.20	21.50
after 4 years	20.47	21.08	21.71	22.02

Group 1 ■ – Community Mental Health

Team Leader (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	23.55	24.26	24.99	25.34
after 1 year	24.41	25.14	25.89	26.26
after 2 years	25.24	26.00	26.78	27.16
after 3 years	26.09	26.87	27.68	28.07
after 4 years	26.94	27.75	28.58	28.98

Community Treatment and Support Caseworker (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	19.25	19.83	20.42	20.71
after 1 year	19.92	20.52	21.14	21.44
after 2 years	20.58	21.20	21.84	22.15
after 3 years	21.26	21.90	22.56	22.88
after 4 years	21.91	22.57	23.25	23.58

Community Mental Health Outreach Worker (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	15.47	15.93	16.41	16.64
after 1 year	16.14	16.62	17.12	17.36
after 2 years	16.84	17.35	17.87	18.12
after 3 years	17.53	18.06	18.60	18.86
after 4 years	18.18	18.73	19.29	19.56

Phychologist (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	30.67	31.59	32.54	33.00
after 1 year	31.51	32.46	33.43	33.90
after 2 years	32.37	33.34	34.34	34.82
after 3 years	33.22	34.22	35.25	35.75
after 4 years	34.40	35.43	36.49	37.00

Social Worker BSW (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	18.29	18.84	19.41	19.68
after 1 year	19.51	20.10	20.70	20.99
after 2 years	20.73	21.35	21.99	22.30
after 3 years	21.94	22.60	23.28	23.61
after 4 years	23.15	23.84	24.56	24.91

Social Worker MSW (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	20.85	21.48	22.12	22.45
after 1 year	22.77	23.45	24.15	24.49
after 2 years	24.66	25.40	26.16	26.53
after 3 years	26.59	27.39	28.21	28.61
after 4 years	28.51	29.37	30.25	30.68

Respiratory Therapist (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	19.49	20.07	20.67	20.96
after 1 year	20.46	21.07	21.70	22.01
after 2 years	21.28	21.92	22.58	22.90
after 3 years	22.17	22.84	23.53	23.86
after 4 years	23.05	23.74	24.45	24.79
after 5 years	23.95	24.67	25.41	25.77
after 6 years	24.86	25.61	26.38	26.75
after 7 years	25.75	26.52	27.32	27.71
after 8 years	26.63	27.43	28.25	28.65
after 9 years	27.54	28.37	29.22	29.63

Physiotherapy (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	24.02	24.74	25.48	25.84
after 1 year	25.13	25.88	26.66	27.04
after 2 years	26.25	27.04	27.85	28.24
after 3 years	27.38	28.20	29.05	29.46
after 4 years	28.51	29.37	30.25	30.68

Occupational Therapists (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	24.02	24.74	25.48	25.84
after 1 year	25.13	25.88	26.66	27.04
after 2 years	26.25	27.04	27.85	28.24
after 3 years	27.38	28.20	29.05	29.46
after 4 years	28.51	29.37	30.25	30.68

Clinical Dietitian (*1)

	April 1/2001	April 1/2002	April 1/2003	April 1/2004
start	21.83	22.48	23.15	23.48
after 1 year	23.23	23.93	24.65	25.00
after 2 year	24.61	25.35	26.11	26.48
after 3 years	25.98	26.76	27.56	27.95
after 4 years	27.36	28.18	29.03	29.44

Note: *1 – These classifications are included in the "professional" group referred to in Article 17.01 paragraphs (c) and (d).

Letter of Understanding #1

between

Pembroke General Hospital

and

The Canadian Union of Public Employees
and its Local 1502

Re: Benefits for Classifications Voluntarily Recognized May 23, 1997

Individuals in the following classifications were voluntarily recognized by the Hospital as members of the Canadian Union of Public Employees Local 1502 bargaining unit on May 23, 1997:

Psychologist, Physiotherapist, Social Worker, Program Therapist, Group Home Coordinator, Residential Counsellor, Clinical Dietitian

Pembroke General Hospital agreed to continue paying 100% of the premiums for dental, extended health care and long term disability benefits for full-time staff while they continued to work in their classification identified above.

During March 1998, all staff in the classifications of Program Therapist, Group Home Coordinator and Residential Counsellor were invited in writing to apply for their choice(s) of newly developed job classifications in the new Community Mental Health Program. Interviews were conducted and staff transferred from their former classifications into the positions for which they had been successful. Their former classifications ceased then to exist, and employment continued from April 1, 1998, in the new classifications. Dental, extended health care and long term disability benefits from April 1, 1998, have been offered in accordance with the CUPE Collective Agreement where the Hospital pays 75% of the dental and extended health care premiums, and 85% of the long term disability premiums.

Staff continuing to work in the classifications of Psychologist, Physiotherapist, Social Worker and Clinical Dietitian since May 23, 1997, will continue to have their premiums for dental, extended health care and long term disability paid 100% by the Hospital as long as they continuously occupy their classification. Such "grandparenting" of 100% paid benefits will cease upon successful application for a posted position in another classification.

No aspects of this Agreement shall be considered precedent setting. The Union accepts no liability.

Signed and dated in Pembroke, Ontario, this 25th day of October, 2001.

FOR THE UNION

Barbara Beare
Scott Roberts
Sandra Searby
Michael Whitt
Aimone Burger

FOR THE EMPLOYER

Lloyd Coel
Lois Moss
Brigid Leakey
Renilla M.

tp
opeiu 491
October 18, 2001

**Letter of Understanding#2
between
Pembroke General Hospital
and
The Canadian Union of Public Employees
and its Local 1502**

Re: Implementation of Part-time Hours of Work

For the sole purpose of establishing regular part-time positions, all prescheduled regular part-time shifts will be established as positions in a manner which will allow equal distribution of such shifts among regular part-time employees in the classification within the department/unit. The most senior regular part-time employees will have the opportunity to have one of the remaining prescheduled regular part-time shifts assigned to their permanent position in order of seniority.

Once the regular part-time positions as described above are established, the Hospital shall provide regular part-time employees with written confirmation of the number of hours of work in their position. The Hospital will provide a copy of this documentation to the Union.

For the purpose of the above, it is understood that in the Ambulance Department, regular part-time positions may include prescheduled regular part-time shifts requiring the employee to work at more than one location.

Signed and dated in Pembroke, Ontario, this 25th day of October, 2001.

FOR THE UNION

Stephane Gagne
Bruce Roberts
Brenda LaBrie
Michael Vulliamy
Simone Burger

FOR THE EMPLOYER

Lloyd Coe
Luis Moss
Brian Tebey
Wendy Thors

Letter of Understanding #3

between

Pembroke General Hospital

and

**The Canadian Union of Public Employees
and its Local 1502**

Re: Personal Leave Under the Employment Standards Act of Ontario

The Employment Standards Act, 2000, if brought into force, will provide for ten (10) days of unpaid leave for personal illness, injury, or medical emergency; and for death, illness, urgent matters and medical emergency in certain individuals.

The parties agree that these ten (10) days of unpaid leave will not be pyramided upon the leave provisions granted within this Collective Agreement.

Signed and dated in Pembroke, Ontario, this 25th day of October, 2001.

FOR THE UNION

FOR THE EMPLOYER

Janet Rose Bering
Brian Roberts
Brenda Barker
Michael Vukobratovic
Simone Burger

Lloyd Goddard
Russ Mason
Brian Leach
Renelle Th...

tp
opeiu 491
October 18, 2001

Letter of Understanding #4

between

Pembroke General Hospital

and

The Canadian Union of Public Employees
and its Local 1502

Re: Wage Adjustment for Registered Practical Nurses

Notwithstanding the wage rates in Wage Schedule "A" of the Collective Agreement, where C.U.P.E.'s lead interest arbitration award pursuant to HILDAA by a Local Union participating in central bargaining results in wage rates for Registered Practical Nurses that are higher than those in Wage Schedule "A", the wage rates resulting from such award during the term of the Collective Agreement shall be those established pursuant to that award.

The parties agree that the wage rates contained in Wage Schedule "A" as may be amended by the above satisfy the requirements of the Pay Equity Act for the Registered Practical Nurse classification up to the date of termination of this Collective Agreement.

Signed and dated in Pembroke, Ontario, this 25th day of October, 2001.

FOR THE UNION

FOR THE EMPLOYER

Janet MacGee
Bruce Roberts
Brenda Barker
Michelle
Simone Burger

Lloyd Kool
Lois Moss
Brian Leakey
Marion Leakey

to
opeiu 491
October 18, 2001 ■