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FULL-TIME

COLLECTIVE AGREEMENT

between

MANITOULIN HEALTH CENTRE

(hereinafter called the "Hospital")

and

CUPE LOCAL 1332

(hereinafter called the Union)

Expires: September 28, 2006

06082(09)

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## **ARTICLE 1 - PREAMBLE**

### **1.01 - PREAMBLE**

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

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

### **1.02 - FEMININE/MASCULINE PRONOUNS**

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

## **ARTICLE 2 - DEFINITIONS**

### **2.01 - TEMPORARY EMPLOYEE**

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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



**ARTICLE 3 - RELATIONSHIP****3.01 - No DISCRIMINATION**

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

The Union shall be provided a copy of any written notice provided to an employee that he or she may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism.

**ARTICLE 4 - STRIKES & LOCKOUTS**

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

**ARTICLE 5 - UNION SECURITY****5.01 - T4 SLIPS**

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

**5.02 - NOTIFICATION TO UNION**

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

**5.03 - EMPLOYEE INTERVIEW**

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

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

**5.04 - No OTHER AGREEMENTS**

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

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

**ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES****6.01 - UNION ACTIVITY ON PREMISES OR / TO F**

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

**6.02 - LABOUR-MANAGEMENT COMMITTEE**

- (a) 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.
- (b) 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

- (c) properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

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

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

It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.

- (d) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.
- (e) Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

#### 6.03 - LOCAL BARGAINING COMMITTEE

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

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

#### 6.04 - CENTRAL BARGAINING COMMITTEE

- (a) In central bargaining between the Canadian Union of Public Employees and the

participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without **loss** of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for two (2) days of preparation time for such central negotiating meetings with the Hospital's Central negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight (8), and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the eight (8) Hospitals accordingly."

- (b) "Vice-Presidents of the Ontario Council of Hospital Unions shall be granted leave of absence by their employers in accordance with (a) above or Article 12.02 as the case may be, in order to fulfil the duties of their position.

#### 6.05 - UNION STEWARDS

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first

obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no **loss** of earnings for time spent in performing the above duties during his regular scheduled working hours.

- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.

#### 6.06 - GRIEVANCE COMMITTEE

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

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

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

### ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

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

- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to (designated by Hospital). The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The (designate) will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the (designated by Hospital). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the

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

- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee; or
  - (b) reinstating the employee with or without full compensation for the time lost; or
  - (c) by any other arrangement which may be deemed just and equitable.

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

- 7.07 a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been

abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.

- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.



- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply."

## **ARTICLE 8 - ACCESS TO FILES**

### **8.01 - ACCESS TO PERSONNEL FILE**

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

### **8.02 - CLEARING OF RECORD**

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

## **ARTICLE 9 - SENIORITY**

### **9.01 - PROBATIONARY PERIOD**

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

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

**9.02 - DEFINITION OF SENIORITY**

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

Seniority will operate on a bargaining unit wide basis.

**9.03 - LOSS OF SENIORITY**

An employee shall lose all seniority and service and shall be deemed to have terminated if he:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

**9.04 - EFFECT OF ABSENCE**

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or L.T.D. 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 this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits or L.T. D. Benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).

#### 9.05 - JOB POSTING

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

- (d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.
- (e) The Hospital agrees that it shall post permanent vacant positions within 30 calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.08 of it's intention to eliminate the position.
- (f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (g) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.
- (h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (i) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.
- (j) A temporary vacancy in a job classification will be deemed to be temporary while the incumbent is absent due to a leave of absence which leave will not extend beyond a period of six (6) months or such longer period that may be agreed to by the Parties to this Agreement.

### **9.06 - TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT**

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

### **9.07 - TRANSFER OF SENIORITY AND SERVICE**

Effective April 2, **1985** and for employees who transfer subsequent to April 2, **1985**:

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, health and welfare benefit plans, and wage progression:

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

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the

same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred."

#### 9.08 - NOTICE AND REDEPLOYMENT COMMITTEE

(a) Notice

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with 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 position with the employer having regard to the employees skills, abilities, qualifications and training or training requirements;
- (II) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;
- (III) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (IV) the **job** to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (V) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to

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

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

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.
- (d) Redeployment Committee

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

- (i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.1 ■ the Hospital will award vacant positions to employees who are, or would otherwise be laid

off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.

- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step2.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in



staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

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

### **9.09 - LAYOFF AND RECALL**

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

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

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

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

- (e) 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 fifteen (15%) per cent of the laid-off employee's straight-time hourly rate.

- (f) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (g) 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.
- (h) In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08."
- (i) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.

### 9.10 - BENEFITS ON LAYOFF

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

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

### 9.11 - RETRAINING

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

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

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP), or any similar plan, to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be

granted an unpaid leave of absence which shall not exceed six (6) months.

- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

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

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

9.12 - SEPARATION ALLOWANCES

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

9.13 - PORTABILITY OF SERVICE

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

One 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.

#### 9.14 - TECHNOLOGICAL CHANGE

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

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

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

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

#### 9.15 – PROFESSIONAL-RESPONSIBILITY– SCOPE OF RPN PRACTICE

The Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

#### 9.16 – PROFESSIONAL-RESPONSIBILITY– WORK-LOADS

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the

Regulated Health Professions Act (RHPA), are assigned a work-load which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Work-Load Review Form" which shall be provided to the supervisor and to the Union. The Work-Load Review Form will be attached as an Appendix to the collective agreement.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee may submit their concerns to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 6.02) through their union representative in a format to be determined by the respective committee.

## **ARTICLE 10 - CONTRACTING OUT**

### **10.01 - CONTRACTING OUT**

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

### **10.02 - CONTRACTING OUT**

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

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

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

**10.03 - CONTRACTING IN**

Further to Article 9.08(d)(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 11 - WORK OF THE BARGAINING UNIT****11.01 - WORK OF THE BARGAINING UNIT**

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

**11.02 - VOLUNTEERS**

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

The Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked and the duties performed.

**ARTICLE 12 - LEAVES OF ABSENCE****12.01 - PERSONAL LEAVE**

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

12.02 - UNION BUSINESS

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

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

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

Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

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

- (b) In addition to the above, a part-time or casual employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such part-time or casual employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Hospital of the number of such hours.

12.03(A) FULL-TIME POSITION WITH THE UNION

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one



(1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

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

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

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(1) LEAVE FOR OCHU PRESIDENT AND :RET

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Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the positions of the President of the Ontario Council of Hospital Unions or the Secretary-Treasurer of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.

During such leave of absence seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week. In addition, during such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

#### **12.04 - BEREAVEMENT LEAVE**

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her aunt or uncle. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

#### **12.05 - JURY & WITNESS DUTY**

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

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

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

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

### **12.06 - 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 Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (**SUB**) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

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

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

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

#### **12.07 - PARENTAL LEAVE**

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

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

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

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her

former duties, on the same shift in the same department, and at the same rate of Pay.

### **12.08 - EDUCATION LEAVE**

If required by the Hospital, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade his or her employment qualifications. Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

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

### **12.09 - PRE-PAID LEAVE PLAN**

The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

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

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

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

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

#### **12.10 – MEDICAL CARE AND EMERGENCY LEAVE**

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise his or her Hospital that he or she will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the



purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not."

#### 12.11 –COMPASSIONATE CARE LEAVE

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act, 2000*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

### **ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY**

#### 13.01 - HOODIP

- a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to

have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
  - (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
  - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
  - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
  - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal

100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- f) 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.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

- g) 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.
- h) The Hospital shall pay the full cost of any medical certificate required of an employee.
- i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

**Note:** Provisions 13.c)(3) and 13.c)(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the agreement shall be removed.

### 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 WSIB CLAIMS (FT)**

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

**ARTICLE 14 - HOURS OF WORK****14.01 - DAILY & WEEKLY HOURS OF WORK**

The following provisions designating regular hours of work on a shift and over a schedule shall not be construed to be a guarantee of the hours of work to be performed on each shift or during each schedule.

- [a] The normal daily shift shall be seven and one-half hours exclusive of a half-hour unpaid meal period. The meal period shall be an uninterrupted period except in the case of an emergency.
- [b] The normal work week shall average thirty-seven and one half hours per week over the scheduling period.

**14.02 - REST PERIODS**

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

**14.03 - ADDITIONAL REST PERIODS**

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

**ARTICLE 15 - PREMIUM PAYMENT****15.01 - DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY**

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

**15.02 - DEFINITION OF OVERTIME**

Where an employee is authorized to work in excess of the hours set out in 14.01 (a or b), he shall receive overtime premium of one and one-half times his regular straight time hourly rate.

**15.03 - OVERTIME PREMIUM AND NO PYRAMIDING**

Subject to any superior conditions, the overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate.

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

**15.04 - TIME OFF IN LIEU OF OVERTIME**

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

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

**15.05 - REPORTING PAY**

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

#### 15.06 - CALL-BACK

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

#### 15.07 – STANDBY

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.50 (\$2.75 effective April 1, 2005 and \$3.00 effective April 1, 2006) per hour for all hours on standby.

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

#### 15.08 - TEMPORARY TRANSFER

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

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

#### 15.09 - SHIFT AND WEEKEND PREMIUM

Employees shall be paid a shift premium of fifty-five cents (55¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same fifty-five (55¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

The shift and weekend premiums shall be increased to seventy (\$0.70) cents effective April 1, 2005, to eighty (\$0.80) cents effective April 1, 2006, and to eighty-five (\$0.85) cents effective September 29, 2006.

## **ARTICLE 16 - HOLIDAYS**

### **16.01 - NUMBER OF HOLIDAYS**

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

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

### **16.02 - DEFINITION OF HOLIDAY PAY AND QUALIFIERS**

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

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

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

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

### **16.03(A) - PAYMENT FOR WORKING ON A HOLIDAY**

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half **(1-1/2)** her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article **16.04**. In addition, if the employee qualifies in accordance with Article **16.02** above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix.

#### 16.04 - PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

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

### **ARTICLE 17 - VACATIONS**

#### 17.01(A) - FULL-TIME VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT

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

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

An employee who has completed five (5) years but less than fourteen (14) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed fourteen (14) years but less than twenty-two years of continuous service shall be entitled to five (5) weeks annual vacation, with pay. Effective September 29<sup>th</sup>, 2005, an employee with thirteen years of continuous service but less than twenty-two (22) years of service shall be entitled to five (5) weeks annual vacation, with pay.

An employee who has completed twenty-two (22) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay. 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.



To clarify, every employee who has attained their 30<sup>th</sup> or 35<sup>th</sup> anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation banked.

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

#### 17.02 – WORK DURING VACATION

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

#### 17.03 - ILLNESS DURING VACATION

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

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

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

#### 17.04 - BEREAVEMENT DURING VACATION

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

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

## **ARTICLE 18 - HEALTH & WELFARE**

### **18.01 - INSURED BENEFITS**

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Vision care maximum \$200.00 every 24 months in addition to eye examinations biennially, and hearing aide acquisition every 36 months.

- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

Dental recall, including preventative services, every 9 months.

The Hospital also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum providing the

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balance of the monthly premiums are paid by the employee through payroll deduction.

The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current **ODA** fee schedule as it may be updated from time to time.

- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.
- (f) A copy of all current master policies of the benefits referred to in this **Article** shall be provided to the Union.

#### **18.02 - CHANGE OF CARRIER**

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

#### **18.03(A) - PENSION**

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

#### **18.03(B) RETIREMENT ALLOWANCE**

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

number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(a)(ii).

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

#### **18.04- UNION EDUCATION**

If the local union indicates to the Hospital that its members have approved a special assessment for union education in accordance with the CUPE constitution and local union by laws, the Hospital agrees to deduct this assessment.

Such assessment will be paid on a quarterly basis into a trust fund established and administered by OCHU/CUPE for this purpose.

### **ARTICLE 19 - HEALTH & SAFETY**

#### **19.01 - PROTECTIVE FOOTWEAR**

Effective January 1, 2002, and on that date for each subsequent calendar year, the Hospital will provide \$80 per calendar year to each full-time and \$45 per calendar year to each regular part-time employee who is required by the Hospital to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

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

### **ARTICLE 20 - COMPENSATION**

#### **20.01 (A) - JOB CLASSIFICATION**

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate

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

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

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

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

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

#### **20.01(B) - JOB DESCRIPTIONS**

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

**20.02 - ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION**

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 months.

**20.03 - PROMOTION TO A HIGHER CLASSIFICATION**

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

**20.04 - WAGES AND CLASSIFICATION PREMIUMS**

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

**ARTICLE 21 - FISCAL ADVISORY COMMITTEE**

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of, including representation on the

Fiscal Advisory Committee or equivalent committee, 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 its budgetary plans which have been approved by the Ministry of Health, the Hospital agrees that revisions to the budget 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 its budget, or to any other re-structuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

## **ARTICLE 22 - DURATION**

### **22.01 - TERM**

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2006. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

### **22.02 - CENTRAL BARGAINING**

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

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as

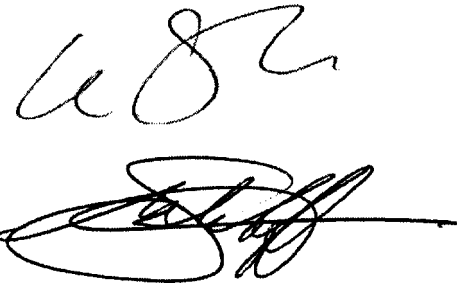
being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central negotiating committees referred to above. For such purposes, it is further understood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

Dated at Toronto, Ontario, this 19<sup>th</sup> day of June, 2006.

FOR THE LOCAL UNION

\_\_\_\_\_

FOR THE HOSPITAL

Two handwritten signatures in black ink. The top signature is a cursive 'WJL'. The bottom signature is a more complex cursive signature with a long horizontal stroke extending to the right.



**WORK-LOAD REVIEW FORM**

**EMPLOYEE TO COMPLETE EVERY SECTION**

Date/Time of Occurrence \_\_\_\_\_

Date Form Submitted to Employer \_\_\_\_\_

Site/Location \_\_\_\_\_ Department/Unit \_\_\_\_\_

Type of Work Being Performed  
\_\_\_\_\_

Number of Staff on Duty \_\_\_\_\_ Usual Number of Staff on Duty \_\_\_\_\_

I/We the undersigned, believe that I/was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To correct this problem, I/we recommended:

\_\_\_\_\_  
\_\_\_\_\_

Name/Title of Immediate Supervisor Notified  
\_\_\_\_\_

Date/Time of Notification  
\_\_\_\_\_

Response  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Employee(s) & Printed Name(s) on Line Below:

\_\_\_\_\_  
\_\_\_\_\_

I/we do not agree with the resolution of my concern.

## **Letter of Understanding**

### **REGARDING THE UTILIZATION OF RPN SKILLS**

The parties agree to form a joint provincial task force. The task force will be composed of equal numbers of representatives of the Ontario Council of Hospital Unions/CUPE and the Ontario Hospital Association. The task force will make its decisions by consensus. The mandate of the task force will be to study and make recommendations to the participating hospitals regarding the utilization of RPN skills. The task force will:

- Meet within 6 months of the ratification of the Memorandum of Settlement.
- Secure advice and participation from such professional practice researchers and other (e.g. College of Nurses) as the Task Force deems appropriate.
- Identify resources required by the task force to complete their study including exploring jointly any funding required for these resources.
- The task force **will** be co-chaired by a hospital representative and a representative from OCHU/CUPE.
- The task force will identify the timelines for conducting their study and will also conclude timelines for the recommendations to be made by the task force.
- The task force recommendations will be presented in the form of a report to the participating hospitals and locals.
- The final recommendations from the joint task force will be presented to the Human Resources Committee of the OHA.
- The parties also agree to jointly undertake reviewing the study and recommendations with the Ontario Nurses Association.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN scope of practice and utilization of RPN skills.

**For the Hospitals:**

**For the Union:**

**Letter of Understanding****RE: APPRENTICESHIP PILOT PROGRAMME**

The parties agree to establish a joint provincial apprenticeship committee. The joint committee will consist of three (3) members representative of the Union and three (3) members representative of the Hospitals. The purpose of the provincial committee is to review and make recommendations regarding the introduction of a pilot apprenticeship programme for certified trades employees. The committee will ensure that the pilot(s) satisfy any requirements set out by provincial educational authorities.

It is understood that both parties are jointly committed to the outcomes of the work of the joint provincial apprenticeship committee.

This committee will meet by June 30<sup>th</sup> 2005, and will submit its recommendations by December 31<sup>st</sup>, 2005.

**For the Hospitals:****For the Union:**

**Letter of Understanding**

REGARDING THE INTRODUCTION OF HOODIP TO HOSPITALS WITH ACCUMULATING SICK LEAVE PLANS

Participating CUPE locals and Hospitals agree to meet to discuss the merits of introducing HOODIP to their CUPE bargaining units.

It is understood that such meetings will occur within 6 months following the date of ratification of the Memorandum of Settlement.

**For the Hospitals:**

**For the Union:**

## **Letter of Understanding**

### **RE: JOINT BENEFITS TRUST**

The Participating Hospitals and CUPE agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

- Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:
  - o The methods by which the investigation will take place
  - o Identify potential sources of funding for investigation of the Benefits Trust
  - o Identification of the appropriate method to determine the feasibility of the Trust

## **Letter of Understanding**

RE: TRANSFORMATION IN HEALTH CARE

### **Seniority Recognition**

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, the parties agree that non-unionized employees who are affected (via relocation/transfer\*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

### **Right to Return or Transfer**

Employees who are relocated/transferred\* to another employer by the Hospital will retain their seniority and service at their original hospital for a 24-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred\* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer\*, at their originating Hospital for that 24 month period.

If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred\* to another employer.

\*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

**Schedule A****29-Sep-03**

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR
RPN	19.99	20.41	20.84	21.28
ORDERLY	16.96	17.35	17.73	18.13
AIDES (Hskpng, Laundry, Dietary)	15.79	16.13	16.49	16.86
COOK	16.96	17.34	17.73	18.13
PHYSIO ASSISTANT	16.96	17.35	17.73	18.13
DIETARY CLERK	15.79	16.13	16.49	16.86
STUDENTS	11.73			
CSR AIDE	16.96	17.35	17.73	18.13
NURSE AIDE/ASSISTANT	15.79	16.13	16.49	16.86
STORES	16.96	17.35	17.73	18.13
MAINTENANCE	19.58	19.99	20.41	20.84

**29-Sep-04**

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR
RPN	20.29	20.72	21.15	21.60
ORDERLY	17.21	17.61	18.00	18.40
AIDES (Hskpng, Laundry, Dietary)	16.03	16.37	16.74	17.11
COOK	17.21	17.60	18.00	18.40
PHYSIO ASSISTANT	17.21	17.61	18.00	18.40
DIETARY CLERK	16.03	16.37	16.74	17.11
STUDENTS	11.91	0.00	0.00	0.00
CSR AIDE	17.21	17.61	18.00	18.40
NURSE AIDE/ASSISTANT	16.03	16.37	16.74	17.11
STORES	17.21	17.61	18.00	18.40
MAINTENANCE	19.87	20.29	20.72	21.15

**01-Apr-05**

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR
RPN	20.59	21.03	21.47	21.92
ORDERLY	17.47	17.87	18.27	18.68
AIDES (Hskpng, Laundry, Dietary)	16.27	16.62	16.99	17.37
COOK	17.47	17.86	18.27	18.68
PHYSIO ASSISTANT	17.47	17.87	18.27	18.68
DIETARY CLERK	16.27	16.62	16.99	17.37
STUDENTS	12.08	0.00	0.00	0.00

CSR AIDE	17.47	17.87	18.27	18.68
NURSE AIDE/ASSISTANT	16.27	16.62	16.99	17.37
STORES	17.47	17.87	18.27	18.68
MAINTENANCE	20.17	20.59	21.03	21.47

**29-Sep-05**

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR
RPN	20.90	21.34	21.79	22.25
ORDERLY	17.73	18.14	18.54	18.96
AIDES (Hskpng, Laundry, Dietary)	16.51	16.87	17.24	17.63
COOK	17.73	18.13	18.54	18.96
PHYSIO ASSISTANT	17.73	18.14	18.54	18.96
DIETARY CLERK	16.51	16.87	17.24	17.63
STUDENTS	12.27	0.00	0.00	0.00
CSR AIDE	17.73	18.14	18.54	18.96
NURSE AIDE/ASSISTANT	16.51	16.87	17.24	17.63
STORES	17.73	18.14	18.54	18.96
MAINTENANCE	20.47	20.90	21.34	21.79

**01-Apr-06**

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR
RPN	21.11	21.56	22.01	22.47
ORDERLY	17.91	18.32	18.73	19.15
AIDES (Hskpng, Laundry, Dietary)	16.68	17.04	17.42	17.81
COOK	17.91	18.31	18.73	19.15
PHYSIO ASSISTANT	17.91	18.32	18.73	19.15
DIETARY CLERK	16.68	17.04	17.42	17.81
STUDENTS	12.39	0.00	0.00	0.00
CSR AIDE	17.91	18.32	18.73	19.15
NURSE AIDE/ASSISTANT	16.68	17.04	17.42	17.81
STORES	17.91	18.32	18.73	19.15
MAINTENANCE	20.68	21.11	21.56	22.01



## **APPENDIX OF LOCAL ISSUES**

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety
- Designation of Classifications Required to Wear Safety Footwear

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement *is* consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

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RECEIVED  
03/03/07

FULL-TIME

COLLECTIVE AGREEMENT

between

MANITOULIN HEALTH CENTRE

(hereinafter called the "Hospital")

and

CUPE LOCAL 1332

hereinafter called the Union

LOCAL ISSUES

Expires: September 28, 2006

06082(09)

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**APPENDIX I LOCAL ISSUES****ARTICLE B RECOGNITION**

The Hospital recognizes the Union as the exclusive bargaining agent for all employees of Manitoulin Health Centre at Little Current, Ontario, save and except, professional medical staff, graduate pharmacists, undergraduate pharmacists, graduate nursing staff, undergraduate nurses, and graduate and student dietitians, professional personnel, supervisors, persons above the rank of supervisor, office, clerical and technical personnel, persons regularly employed for not more than twenty-four **(24)** hours per week, students employed during school vacation period and employees covered by subsisting collective agreements.

**ARTICLE C MANAGEMENT RIGHTS**

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

- (a) maintain order, discipline and efficiency hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, and suspend, or otherwise discipline employees provided that a claim by an employee who has completed his probationary period of discharge without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (b) establish and enforce reasonable rules and regulations to be observed by employees provided that they are not inconsistent with the provisions of this Agreement;
- (c) generally to operate the Hospital and, without restricting the generality of the foregoing, to determine all work procedures, kinds of equipment to be used, methods to be used, classification, the allocation and number of employees required from time to time, overtime, the standards of performance for all employees, the hours of work, work assignments and all other matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this Agreement.

These rights shall not be exercised in a manner inconsistent with this Agreement.

## **ARTICLE D            HOURS OF WORK**

### **D.01            SCHEDULING**

Shift schedules for each department shall be prepared by the Hospital and endeavour to meet the following objectives for employees regularly working seven and a half (7.5) hours per shift:

- (a) Schedules shall be posted two (2) weeks in advance and shall cover a six (6) week period. Once posted, no change of schedule may be made by the Employer without the agreement of the employee or employees affected. Prior to implementing any changes to the master rotation, the Employer will meet with the Union to allow for input into ways and means of effecting the changes.
- (b) In those departments where it is practical to do so, the Hospital will endeavour to continue its present practice of scheduling more than the minimum of three (3) days off to include Christmas or New Years Day. The normal scheduling between December 15 and January 15 will be waived to accommodate this arrangement. For the nursing department, scheduling for this period shall be in accordance with Letter of Understanding#2.
- (c) A minimum of sixteen (16) consecutive hours will be scheduled off between shift changes (ie: days, evenings, nights)

Employees who must return to the Hospital to work, when less than sixteen (16) hours has elapsed between shift changes shall be paid overtime for all hours worked on the second shift.

- (d) Not more than six (6) consecutive shifts will be scheduled unless mutually agreed otherwise between the employee and the hospital.
- (e) At least fifty (50) percent of weekends will be scheduled off over the scheduling period of the master rotation. ( The 50% shall be designated on a department basis) An employee shall receive time and one-half their regular hourly rate of pay for each weekend that is scheduled in excess of the 50% for all hours worked on the weekend and each subsequent weekend until the next weekend off occurs. A weekend, for purpose of this article, is defined as the period following the end of the employee's day shift on Friday until the beginning of the employee's day shift on Monday.

## **D.02 MUTUAL EXCHANGES**

An employee may exchange shifts with another employee provided that such exchange meets with the approval of the immediate supervisor of the employees concerned and such requests are to be submitted in writing signed by both employees and further provided that the Hospital is not required to pay overtime premium as a result of such exchange. The request for such exchange shall not be unreasonably withheld.

## **D.03 DAYLIGHT SAVING TIME**

Overtime premium shall not be paid for additional time worked as a result of a changeover to Daylight Saving Time from standard Time or vice-versa.

Regular straight-time payment will be made for actual hours worked.

## **D.04 SENIORITY**

- (a) Additional shifts shall be offered to regular part-time employees, before being offered to casual employees and when the part-time list is exhausted then full-time employee will also be called by seniority (by utilizing the "tick-sheet").

It is recognized that the Hospital shall not be required to assign any hours, which may result in overtime or premium payment.

The Union shall be provided with the copy of such "tick-sheet" at the Labour/Management meeting.

## **ARTICLE E PAID HOLIDAYS**

The following shall be recognized as holidays:

New Years Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day
Boxing Day	

Each full-time employee who has completed his probationary period shall receive three (3) floating holidays which will be in addition to the nine (9) days designated above.

The following regulation will govern the granting of holidays for full-time employees:

- a) Employees who are not required to work on the above holidays shall be given the day off with pay if they qualify.
- b) In order to qualify for payment for each holiday the employee must have been in the employ of the Hospital for thirty (30) days. The employee must have worked his full scheduled shift immediately preceding and his full scheduled shift immediately following the holiday and work his shift on the holiday when scheduled to do so.
- c) Employees who are on a leave of absence and such leave is in excess of twenty (20) days, shall not be entitled to receive payment for designated holidays that are observed during such leave of absence.
- d) When a holiday falls within an employee's vacation period, and he qualifies for payment of the holiday, subject to (b) of this Article, it shall be added to his vacation period or scheduled at a mutually agreeable time.
- e) When an employee is absent due to sickness or disability and the employee is entitled to sickness or disability pay and which absence is in excess of thirty (30) days, the employee will not be entitled to payment for designated holidays that are observed during such leave of absence.
- f) When a holiday falls on an employee's day off and he qualifies for payment of the holiday subject to (b) above, he will be granted another day off at a mutually agreeable time.
- g) If an employee qualifies under the provision of (b) above, he will receive a lieu day off at his regular straight time rate of pay, such day to be granted within forty (40) days of the holiday, to be taken on a day to be arranged between the employee and the hospital.

## **ARTICLE F VACATION**

The date for determining vacation entitlement shall be January 1. Vacations shall be scheduled as follows:

- a) i) A vacation request list shall be posted by January 15th of each calendar year.

- ii) All employees shall indicate their vacation preference by February 28th.
- iii) Finalized vacation schedule shall be posted by March 31st and cover the months of June, July and August.

Where no request for vacation time is received by such time, vacation time shall be scheduled at a time mutually agreeable between the employee and the Department Head or designate. If no request is received by September 15, the employee's vacation will be scheduled at the discretion of the Department Head or designate.

- b) The Hospital shall grant vacation request subject to the staffing requirements of the Hospital.
- c) In the case of conflicting vacation requests, the Hospital shall give preference to the most senior employee, it being understood that an employee may exercise her seniority for vacation preference only once on any vacation schedule.
- d) Vacation shall be taken in the calendar year in which it becomes due and cannot be accumulated over to the following year. Vacation may not be taken until earned.
- e) In order that the Hospital maintain a high standard of patient care during the entire year, it is not possible to release all employees during peak summer months. Summer vacation request in excess of three (3) weeks will be considered on an individual basis and the needs of the Hospital. Employees are not allowed a leave of absence to extend a vacation during the peak summer months of June, July and August.

Requests for vacation between December 15 and January 15 will be considered and will depend on availability of staffing. Priority will be given first to the granting of paid holidays and then to employees who did not take vacation during this period in the previous year.

- f) If for any reason an employee has received vacation pay that has not been earned and terminated prior to earning such vacation, an amount equal to the amount paid for the unearned vacation shall be deducted from the final pay cheque.
- g) On termination of employment, the vacation with pay entitlement shall be as follows:
  - i) Employees having less than one (1) year of service will receive payment in lieu of vacation equal to 4% of their earnings.



- ii) Employees having one (1) year or more of continuous full-time employment will receive vacation credit extended pro rated from their anniversary date.
- h) If an employee's absence from the Hospital without pay exceeds thirty (30) continuous calendar days, he will not accumulate service for the purpose of vacation entitlement for the period of absence.
- i) The Hospital shall endeavour to schedule at least four (4) R.P.N.'s (including CSR) off at the same time, it being understood that this is total between full-time and part-time. Furthermore, the Hospital shall endeavor to schedule at least one (1) Dietary Aide off at a time, it being understood that this is a total between both full-time and part-time.

#### **ARTICLE G UNION SECURITY**

- 1) The Hospital will deduct from each employee in the bargaining unit who has completed his probationary period an amount equal to the regular Union Dues uniformly levied by the Union.
- 2) Such dues shall be deducted from each pay and remitted to the National Secretary treasurer of the Union monthly.
- 3) The amount of the regular monthly dues shall be those authorized by the Union in accordance with the provisions of its by-laws and constitution. The Union shall notify the Hospital of any changes in the dues and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- 4) In consideration of the deducting and forwarding of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any and all claims or liabilities arising or resulting from the operation of this Article.
- 5) In remitting the dues deducted under this Article, the Hospital shall provide a list employees from whom deductions were made including deletions and additions from the preceding month and their social insurance numbers.
- 6) The Parties recognize that it shall be the sole responsibility of the employee to promptly advise the Hospital and the Union in writing of any changes in their address and telephone number.

#### **ARTICLE H REPRESENTATION AND COMMITTEES**

The Parties agree that employee representation and Committee members may be from either the full-time or part-time bargaining unit, except if indicated otherwise elsewhere in

this article, and shall represent both bargaining units. The names of Committee members shall be provided to the Hospital on an annual basis and only those named shall be recognized by the Hospital. It is understood that the total number of employee(s) representative shall not exceed the following:

i) **LABOUR /MANAGEMENT COMMITTEE (6.02)**

There shall be a Labour/Management Committee consisting of three (3) representatives of the Union and three (3) representatives of the Hospital, however, not more than two (2) Union representatives will be from any one department and where possible there will be representation from the part-time unit.

ii) **LOCAL NEGOTIATING COMMITTEE (6.03)**

There shall be local Negotiating Committee consisting of up to three (3) Union Representatives. Not more than two (2) Union representatives will be from any one department and there will be representation on the committee from both the full-time and part-time bargaining units.

iii) **UNION STEWARDS (6.05)**

The Hospital agrees to recognize three employees to be know as "stewards". The stewards shall be distributed as follows:

Dietary/Housekeeping/Laundry	1
Nursing	2

The Union shall designate one of the stewards as "Chief Steward".

iv) **GRIEVANCE COMMITTEE (6.06)**

There shall be a Grievance Committee consisting of the stewards of which no more than two (2) committee members shall meet with management at any one time.

v) **HEALTH AND SAFETY COMMITTEE**

- a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention Health and Safety

a

Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.

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

vi) **REDEPLOYMENT COMMITTEE**

The Redeployment committee shall consist of three (3) Union representatives determined by the local and up to three (3) representatives of the Employer. Not more than two (2) Union representatives will be from any one department.

## **ARTICLE I UNION BUSINESS LEAVE OF ABSENCE**

The Union undertakes that it will not request leave for more than three (3) employees at any one time and that such request will be limited to not more than two (2) employees from the Nursing Department and/or not more than one (1) employee from any of the other Departments.

No leave will be for a longer period than one (1) week at a time.  
The total leave for all employees shall not exceed forty (40) days in a calendar year.

It is understood that this time will not include the training of Health and Safety certified workers.

## **ARTICLE J GENERAL**

### **J.01 UNIFORMS**

The hospital will provide uniforms where they are required.

### **J.02 MEAL ALLOWANCE**

Meal allowance provisions for personnel on Ambulance escort shall be as follows:

- first meal shall be provided by the Employer in the form of a packaged lunch
- second meal, if required, will be purchased by the employee and the Employer will reimburse the receipted expense up to \$7.35

Employees required to work two (2) or more hours of overtime on the same day they have worked a full tour shall be given a meal ticket, to be used at the employee's discretion to a maximum value of four dollars (\$4.00).

### **J.03 BULLETIN BOARD**

The Hospital shall provide space for a bulletin board for the posting of notices related to Union business. All such notices must be signed by a member of the Local Union Executive and approved by the Executive Director or his designate, of the Hospital. Such approval shall not be unreasonably withheld.

#### **J.04 SENIORITY LIST**

Seniority lists are to be posted twice yearly. Post in January for seniority up to December 31 and in July for seniority up to June 30. A copy of the seniority list shall be provided to the Union. If no objection to the seniority list is received within thirty (30) working days of its posting, it shall be deemed correct. The seniority list shall be updated for the purposes of layoff, recall and job postings.

#### **J.05 COLLECTIVE AGREEMENT**

The Parties shall share equally the cost of printing the New Collective Agreement at a cost; in a size and in a format acceptable to both Parties.

#### **J.06 EMPLOYEE INFORMATION**

- a) Employees shall be notified once yearly, in January, of information pertinent to their status with the Employer eg. Vacation entitlement and accumulated sick bank in hours (the sick time accumulation hours will be attached to the pay stubs).
- b) The Hospital shall provide to the Recording Secretary of the Local Union, on a semi-annual basis, a mailing list including current addresses and phone numbers for all members of CUPE Local 2487. The Union shall notify the Hospital of Union members who **do** not want the Union to have this information.

#### **J.07 CERTIFICATE OF COMPETENCE**

A Registered Practical Nurse is required to present to the Director of Nursing or designate before February 15th of each year his/her current Certificate of Competence. Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date (or extended date if approved) shall result in the RPN being reverted to the salary status of an aide. Reinstatement to the status of RPN shall be effective the first pay period following the date of the presentation of proof of certification as above.

#### **J.08 SKILL UTILIZATION**

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

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

### **J.09 WORKING IN MULTIPLE CLASSIFICATIONS**

Where an employee works on a regular basis in more than one classification, he shall be paid his regular rate except where he is assigned to perform the duties and assumes the responsibilities of another position in the bargaining unit for a period in excess of half (1/2) of a shift. He shall then be paid the wage rate of the other position from the commencement of the shift.

Movement on the wage grids will be based on paid hours in each classification.

### **J.10 ABUSE/HARASSMENT**

The Employer and the Union recognize that the workplace should be free of abuse/harassment.

The Employer shall provide the Union with a copy of its policy. The Employer further agrees that prior to any changes to the Policy being implemented, the Parties shall meet to discuss the proposed changes. The Union shall be allowed input in regards to such proposed changes.

The Employer further agrees that any disputes surrounding the Policy or an employee's claim that his/her rights have been violated under such Policy, may be the subject of a grievance under the grievance/arbitration procedure.

Such grievance shall be initiated at Step 2 of the grievance procedure.

### **J.11 MODIFIED WORK**

Prior to any members returning on a modified/light/alternate work program, the Employer will notify the CUPE representative to the Modified Work Committee. The Committee will meet with the employee to jointly design a back to work program for the employee.

It is understood that the employee requires written medical authorization to participate in such program.

Upon receiving notification from the WSIB of the essential duties or alternative suitable work notice, the Employer agrees to inform the CUPE Committee representative.

The Employer further agrees to supply the CUPE Committee representative with a copy of he WSIB Form 7 at the same time as the form is sent to the Board. If requested, the committee representative shall be given the opportunity to meet with the Employer to

discuss and amend any errors or omissions found in the Form 7.

**J.12 PROTECTIVE FOOTWEAR**

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

- 1) Maintenance
- 2) Grounds
- 3) Stores (only where frequently working in storage areas)
- 4) Portering (as defined by the Hospital) heavy carts on a regular basis, eg. linen carts, food wagons.

Dated at ~~xxxxxxxxx~~ this ~~14th~~ day of ~~August, 2004~~ *February, 2007*

For the Union

For the Hospital

\_\_\_\_\_

*Kim Huck*

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*Blakes*

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*[Signature]*

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*Kim Hannaway*

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**LETTER OF UNDERSTANDING #1**

**Between**

**MANITOULIN HEALTH CENTRE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1332-01**

The parties agree that this letter provides the terms and language to apply the Collective Agreement to extended shifts.

Where the Hospital and Union agree, extended shifts may be instituted.

**EXTENDED SHIFT SCHEDULING R.P.N'S**

There shall be 225 hours in a 6 week period for Full-time employees. It is further understood that there shall be a minimum of twelve (12) consecutive hours off between scheduled shifts and that variable pay periods may occur.

A maximum of three (3) consecutive extended shifts will be scheduled, a minimum of two (2) consecutive days off will be scheduled unless otherwise agreed.

Employees shall be paid 11.25 hours at their regular straight time hourly rates for each extended shift worked.

**Hours of Work**

The hours of work for extended shifts will cover twelve (12) continuous hours.

Each extended shift will consist of 11.25 hours and forty-five (45) minutes of unpaid meal time.

Employees shall be entitled, subject to the exigencies of patient care, to be paid relief periods during the shift of a total of forty-five (45) minutes.

**Paid Holidays**

Full-time employees working on holidays listed in Article J will be paid at time and one half (1.5) times their regular hourly rates for all scheduled hours worked on a holiday; and they will receive seven and one half (7.5) hours in accordance with Article 16 towards a lieu day off. If the holiday falls on a regularly scheduled day off, she shall receive 7.5 hours



towards lieu day off in accordance with Article 16.

Part-time employees will be paid in accordance with Article 16 of the Part-time Agreement.

### **Overtime**

Overtime will be paid for authorized hours worked outside of a scheduled 11.25 hour shift.

Overtime does not apply as a result of approved schedule changes requested by the employee.

### **Bereavement Leave**

An employee shall **be** entitled to Bereavement as outlined in Article 12.04

### **Shift Premium**

Employees working the extended shifts shall be paid shift premium in accordance with the terms of the Collective Agreement.

### **Sick Leave**

The terms and conditions of HOODIP shall apply.

### **Vacations - Full-Time**

It *is* understood that vacation will be calculated in equivalent hours, (ie. one week at 37.5 hours). Vacation entitlement shall be posted in weeks and hours and vacation paid according to hours scheduled.

### **Vacations - Part-Time**

Vacation entitlement shall be posted in weeks. Part-time employees may utilize one week of vacation entitlement in broken periods or individual days to a maximum of 24 hours.

### **Scheduling Changes**

Prior to implementing any changes to the master rotation, the employer will meet with the union to allow for input into ways and means of effecting the changes.

**Extended shifts may be discontinued in the Hospital when:**

1. Fifty-five (55%) percent of the employees in the department involved, so indicate by secret ballot, or
2. The Hospital because of:
  - a) adverse effect on patient care, or
  - b) by inability to provide a workable staffing schedule states its intention to discontinue the extended shift schedule.
3. When notice of discontinuation is given by either Party in accordance with paragraph 1 or 2 above then:
  - i) the parties shall meet within two (2) weeks of the giving of the notice to review the request for discontinuation; and
  - ii) where it is determined that the extended shift schedule will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are **so** amended.

In the event that this Memorandum fails to properly determine the basis of applying any term of the existing CBA, the Parties agree that employees working the extended hours schedule shall receive no less and no more than that to which they would be entitled had they been scheduled on the basis of the normal 7.5 hour shift.

The Hospital will not be required to pay overtime rates for any hours by an employee in excess of the normal number where **such** excess hours are made necessary only to accommodate the transition to or from the extended shift schedule. Similarly, no penalty payment resulting directly from the transition to or from the extended schedule will be paid.

Any disputes arising from the application of this Letter of Understanding may be subject to the grievance and arbitration procedure.

Dated at Sudbury Ontario, this 14th day of Feb 2007 ~~2004~~

FOR THE LOCAL UNION

Kim Huck  
Alshanes

FOR THE HOSPITAL

[Signature]  
Kim Hannaway

**LETTER OF UNDERSTANDING # 2**

**Between**

**MANITOULIN HEALTH CENTRE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1332-01 (FULL-TIME)**

**Christmas re: Article d.01b**

In the nursing department only, the following process shall be followed:

1. If requests are not balanced between the two holiday periods, seniority shall be deciding factor.
2. **All** staff members are expected to work either Christmas or New Years.
3. The Employer is not required to schedule an employee for specific shifts during the period they are required to work.
4. No employees shall be required to work two (2) Christmas' in a row.
5. An employee may choose to work both Christmas and New Years.

Dated at Sudbury, Ontario, this 14th day of Feb 2007.

FOR THE LOCAL UNION

FOR THE HOSPITAL

Kim Huck  
Skones

[Signature]  
Kim Bernaway

**LETTER OF UNDERSTANDING#3**

Between

**MANITOULIN HEALTH CENTRE**

**AND**

**CUPE LOCAL 1332-01**

For the Housekeeping Department only:

Where less than the full complement of employees is required to work on a statutory holiday; for those employees scheduled to work any shift, on the master rotation, on the statutory holiday; the available shifts will be offered based on seniority.

*Noted at Sudbury this 14<sup>th</sup> day of  
February, 2007*

*For the Union*

*For the Hospital*

*Chkanes  
Kim Huck*

*Duff  
Kim Hannaway*

**LETTER OF UNDERSTANDING#4**

**BETWEEN  
MANITOULIN HEALTH CENTRE  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES**

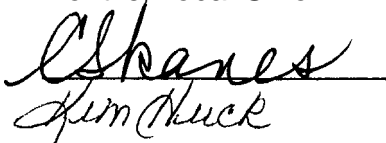
**RE: EXCESS HOURS**

The parties agree:

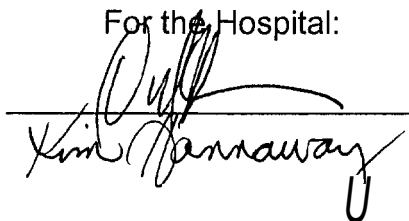
- 1) The usual hours of work are 11.25 hours per day for Registered Practical Nurses and Dietary Aides. The usual hours of work for other classifications are 7.5 hours per day. Employees may be requested to work more than their usual hours of work, not to exceed 13 hours per day.
- 2) The usual hours of work are 37.5 hours per week, averaged over a six week period. Employees may be requested to work up to 60 hours per week.
- 3) Shift exchange requests (mutual exchanges) which would result in an employee working more than 13 hours per day or 60 hours per week cannot be approved.
- 4) It is understood that the Employer may require an employee to work excess hours for the following reasons:
  - a) To deal with an emergency.
  - b) If something unforeseen occurs, to ensure the continued delivery of essential public services.
  - c) If something unforeseen occurs, to ensure that continuous processes are not interrupted.
- 5) Nothing in this Letter of Understanding changes any hours of work or overtime provisions contained in the Collective Agreement
- 6) This Letter of Understanding will expire on March 1, 2008.

Dated at Little Current, Ontario this 2/17 day of February, 2006<sup>7</sup>.

For the Local Union:

  
Kim Huck

For the Hospital:

  
Kim Barnaway 