

SOURCE	HOSP.		
EFF.	91	09	29
TERM.	93	09	28
No. OF EMPLOYEES	2		
NOMBRE D'EMPLOYÉS	2		

**PART-TIME  
COLLECTIVE AGREEMENT**

between

**ONGWANADA  
(herein after called the "Hospital")**

and

**CUPE LOCAL 29**

Expires: September 28, 1993

SEP 10 1993

(Please note, where an asterix (\*) appears, Appendix "8" (Appendix of Local Issues) should be referred to.

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(Please note, where an asterix (\*) appears, Appendix "B" (Appendix of Local Issues) should be referred to.

## 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 W.C.B. disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

### 2.02 - Part-Time Commitment

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

ARTICLE 3 - RELATIONSHIP\*3.01 - No Discrimination

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY5.01 - T4 Slips

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

5.02 - Notification to Union

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

5.03 - Employee Interview

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

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

5.04 - No Other Agreements

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

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

## ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

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

### 6.02 - Labour-Management Committee

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

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

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

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

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

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

### 6.03 - Local Bargaining Committee\*

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

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



#### 6.04 - Central Bargaining Committee

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

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

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

#### 6.05 - Union Stewards\*

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

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

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

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

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

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

#### 6.06 - Grievance Committee\*

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period, A general representative of the Union

may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

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

## ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

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

### Step No. 1

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

### Step No. 2

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

Step No. 3

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

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance, It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration, A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No, 3 within seven (7) calendar days after the date the discharge or suspension is effected, Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee; or
  - (b) reinstating the employee with or without full compensation for the time lost; or
  - (c) by any other arrangement which may be deemed just and equitable.

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

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

No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 - ACCESS TO FILES8.01 - 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.

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

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 - Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;

- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

#### 9.04 - Job Posting

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

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

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

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

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

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

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

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

Effective for employees transferred out of the bargaining unit subsequent to (the effective date as set out in the Local Provisions Appendix):

- (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 assignment shall remain members of the bargaining unit.

- (b) An employee who is transferred to a position outside the bargaining unit, if not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

Note: Employees outside the bargaining unit as of (the effective date as set out in the Local Provisions Appendix) will be credited with whatever seniority they held under the collective agreement expiring September 28, 1984 should they be returned to the bargaining unit subsequent to (the effective date as set out in the Local Provisions Appendix).

#### 9.06 - Transfer of Seniority and Service

Effective (the date as set out in the Local Provisions Appendix) and for employees who transfer subsequent to (the effective date as set out in the Local Provisions Appendix).

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

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

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

#### 9.07 - 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 six (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) 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) Redeployment Committee

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.07 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed 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 9.09, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or



similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular hospital in relation to other staff groups.

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.08 - Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.07(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 18.02(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 9.07.

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

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

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid-off employee's straight-time hourly rate.

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

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

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

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

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

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

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

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

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 9.07.

Article 9.09 - 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 9.07(b)(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) 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 training 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 9.09(a)(i).

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

(c) Regional Redeployment Committee

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

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

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

#### Article 9.10 - Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.07(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 9.07(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.

#### Article 9.11 - 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) years service for every one (1) year ~~of~~ related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

#### 9.12 - 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 (6) months.

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

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

### 10.02 - Contracting In

Further to Article 9.07(b)(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.

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

## ARTICLE 12 - LEAVES OF ABSENCE

### 12.01 - Personal Leave

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

### 12.02 - Union Business

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

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

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

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

### 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.

The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave. Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.03(b) - Leave for OCHU President

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

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

The employee agrees to notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave. Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.04 - Bereavement Leave

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

12.05 - 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 part-time employee is required by subpoena to attend a court ~~of~~ law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, he shall be paid for all hours actually spent at such 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 Unemployment 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 Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment 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 Unemployment 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 Unemployment Insurance benefits.

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

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



- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Unemployment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

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

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

- (e) Effective on confirmation by the Unemployment 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 Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment 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 Unemployment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment 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 Unemployment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period ~~of~~ up to eighteen (18) weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she ~~not~~ been on parental leave, the employee shall be reinstated to her former duties, on the same shift ~~in~~ the same department, and at the same rate ~~of~~ pay.

#### 12.08 - Education Leave

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

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

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

#### 12.09 - Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a ~~five~~ (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years ~~of~~ salary deferral.

- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the **pre-paid** leave program will be **subject** to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the **pre-paid** leave program in accordance with this Article of the collective agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

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

## ARTICLE 13 - INJURY & DISABILITY

### 13.01 - 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.

## ARTICLE 14 - HOURS OF WORK

### 14.01 - Daily & Weekly Hours of Work

The regular scheduled hours of work for all employees shall not regularly exceed twenty-four **(24)** hours per week or forty-eight (48) hours averaged over a **two** week period except in the case of an emergency,

### 14.02 - Rest Periods

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

### 14.03 - Additional Rest Periods

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

## ARTICLE 15 - PREMIUM PAYMENT

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

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

### 15.02 - Definition of Overtime

When an employee works in excess of seven and one half (7½) hours in one day at the request and approval of the department in which he is employed he shall be paid for such excess hours at time and one half (1½).

Part-time employees who work over seventy-five (75) in a two week pay period shall receive overtime premium for all hours worked in that pay period in excess of seventy-five (75) hours.

### 15.03 - Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1½) 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 (7½) 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 (1½) their regular hourly earnings. Superior provisions shall remain.

15.07 - Standby

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

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

15.08 - Temporary Transfer

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

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

15.09 - Shift and Weekend Premium

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

ARTICLE 16 - HOLIDAYS\*16.01 - 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 ( $1\frac{1}{2}$ ) her straight time hourly rate of pay for all hours worked on such holiday.

16.02 - Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS\*17.01A - Part-Time Entitlement, Qualifiers and Calculation of Payment

Vacation payment based on total time worked will be made to each employee which will include paid sick time, statutory holidays and vacation but not overtime. Vacation will be paid as follows:

4% after 1 year  
 6% after 2 years  
 8% after 5 years  
 10% after 15 years  
 12% after 25 years

Progression on Vacation Schedule (Part-Time)

Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation **scale**, on the basis of one (1) year for each **1725** hours worked.

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

17.01B

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

2 weeks - less than 2 years' service  
 3 weeks - 2 years' service, less than 5 years' service  
 4 weeks - 5 years' service, less than 15 years' service  
 5 weeks - 15 years' service, less than 25 years' service  
 6 weeks - 25 years' service

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 (1½) 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.

ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES

18.01 - Benefits for Part-Time Employees

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

## 18.02 Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.07(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under 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 9.07(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two 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.

## ARTICLE 19 - COMPENSATION

### 19.01 - Job Classification

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

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

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

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

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





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

#### 19.02 - Promotion to a Higher Classification

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

### ARTICLE 20 - DURATION

#### 20.01 -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, 1993~~. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

#### 20.02 - 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 Kingston, Ontario, this 7 day of October 1994.

FOR THE LOCAL UNION

A. Renne  
Charlotte Balhuggh  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE HOSPITAL

Frank Harrison  
Rhett Blum  
D. J. Stewart  
J. Fee

**LETTER OF INTENT**

The parties agree that:

- a) voluntary service, rehabilitation, and work experience programs;
- b) the return to work following W.C.B. disability; end
- c) the option of alternative employment during pregnancy for employees working with video display units.

may be matters for discussion at Labour Management meetings.

The parties will meet, at the request of either management or the Union, within ninety (90) days of the signing of this Collective Agreement to discuss these matters.

SCHEDULE "A"

**LOCAL 29**  
**WAGE SCHEDULE "A" - PART-TIME**  
**Effective September 29, 1991**

		<u>Start</u>	<u>After 6 Months</u>	<u>1 Year</u>
<u>Group 1</u> Dryperson	Hourly	7.565		
<u>Group 2</u> Program Assistant Labourer	Hourly	12.792	13.023	13.252
<u>Group 3</u> Cleaner Nurse Assistant CH/RD Dev. Care Assistant Social Recreation Asst. Communication Assistant	Hourly	13.744	13.971	14.199
<u>Group 4</u> Social Recreation Activist Stores Assistant	Hourly	14.017	14.249	14.478
<u>Group 5</u> Social Recreation Therapist Biofeedback Therapist Special Needs Lead Hand RNA	Hourly	14.426	14.649	14.876
<u>Group 6</u> N/A	Hourly	14.50	14.731	14.946
<u>Group 7</u> Handyperson	Hourly	14.573	14.799	15.024
<u>Group 8</u> N/A	Hourly	14.726	14.946	15.176

SCHEDULE "A"

**LOCAL 29**  
**WAGE SCHEDULE "A" - PART-TIME**  
**Effective September 29, 1991**

		<u>Start</u>	<u>After 6 Months</u>	<u>1 Year</u>
<u>Group 9</u> Repairperson Repairperson/Painter Storeskeeper	Hourly	16.024	16.253	16.475
<u>Group 10</u> Painter	Hourly	16.438	16.671	16.898
<u>Group 11</u> Maintenance Mechanic Carpenter	Hourly	16.874	17.095	17.302
<u>Group 12</u> Plumber Electrician	Hourly	17.797	18.057	18.293

Lead Hand Premium of \$1.25 per hour over regular pay. (This reflects hours worked at lead hand duties performed in the Maintenance Department and not the Lead Hand Classification).

SCHEDULE "A"

**LOCAL 29**  
**WAGE SCHEDULE "A" - PART-TIME**  
**Effective September 29, 1992**

		<u>Start</u>	After <u>6 Months</u>	<u>1 Year</u>
<u>Grout. 1</u> Dryperson	Hourly	7.716		
<u>Group 2</u> Program Assistant labourer	Hourly	13.048	13.283	13.517
<u>Group 3</u> <u>Cleaner</u> Nurse Assistant CH/RD Dev. Care Assistant Social Recreation Asst. Communication Assistant	Hourly	14.019	14.250	14.483
<u>Group 4</u> Social Recreation Activist Stores Assistant	Hourly	14.297	14.534	14.768
<u>Group 5</u> Social Recreation Therapist Biofeedback Therapist Special Needs Lead Hand RNA	Hourly	14.715	14.942	15.174
<u>Group 6</u> N/A	Hourly	14.790	15.026	15.245
<u>Grout. 7</u> Handyperson	Hourly	14.864	15.095	15.324
<u>Group 8</u> N/A	Hourly	15.021	15.245	15.480

SCHEDULE "A"

LOCAL 29  
**WAGE SCHEDULE "A" - PART-TIME**  
**Effective September 29, 1992**

		<u>Start</u>	<u>After 6 Months</u>	<u>1 Year</u>
<u>Group 9</u> Repairperson Repairperson/Painter Storeskeeper	Hourly	16.344	16.578	16.805
<u>Group 10</u> Painter	Hourly	16.767	17.004	17.236
<u>Group 11</u> Maintenance Mechanic Carpenter	Hourly	17.211	17.437	17.648
<u>Group 12</u> Plumber Electrician	Hourly	18.153	18.418	18.659

Lead Hand Premium of \$1.25 per hour over regular pay. (This reflects hours worked at lead hand duties performed in the Maintenance Department and not the lead Hand Classification).

SCHEDULE "A"

**LOCAL 29**  
**WAGE SCHEDULE "A" - PART-TIME**  
**Effective November 9, 1992**

		<u>Start</u>	<u>After 6 Months</u>	<u>1 Year</u>
<u>Group 1</u> Dryperson	Hourly	7.716		
<u>Group 2</u> Program Assistant Labourer	Hourly	13.048	13.283	13.517
<u>Group 3</u> Cleaner Nurse Assistant CH/RD Dev. Care Assistant Communication Assistant	Hourly	14.019	14.250	14.483
<u>Group 4</u> Stores Assistant Social Recreation Assistant	Hourly	14.297	14.534	14.768
<u>Group 5</u> Biofeedback Therapist Special Needs lead Hand RNA Social Recreation Activist	Hourly	14.715	14.942	15.174
<u>Group 6</u> N/A	Hourly	14.790	15.026	15.245
<u>Group 7</u> N/A	Hourly	15.021	15.245	15.480
<u>Group 8</u> Handyperson	Hourly	15.604	15.836	16.065



**SCHEDULE "A"**

**LOCAL 29  
WAGE SCHEDULE "A" - PART-TIME  
Effective November 9, 1992**

		<u>Start</u>	<u>After 6 Months</u>	<u>1 Year</u>
<b><u>Group 9</u></b> Recreation Instructor Social Recreation Therapist	Hourly	16.174	16.576	16.865
<b><u>Group 10</u></b> Repairperson Preparation person/painter Storeskeeper	Hourly	16.344	16.578	16.805
<b><u>Group 11</u></b> Painter	Hourly	16.767	17.004	17.236
<b><u>Group 12</u></b> Maintenance Mechanic Carpenter	Hourly	17.211	17.437	17.648
<b><u>Group 13</u></b> Plumber Electrician	Hourly	18.153	18.418	18.659

Lead Hand Premium of \$1.25 per hour over regular pay, (This reflects hours worked at lead hand duties performed in the Maintenance Department and not the Lead Hand Classification).

## APPENDIX "A"

THE PARTICIPATING LOCAL UNIONS OF  
THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND

THE PARTICIPATING HOSPITALS

<u>PARTICIPATING</u> <u>CUPE LOCALS PARTICIPATING HOSPITALS</u>		<u>SERVICE</u>			<u>CLERICAL</u>			<u>SERV. CLER.</u>		
		<u>FT</u>	<u>PT</u>	<u>C</u>	<u>FT</u>	<u>PT</u>	<u>C</u>	<u>FT</u>	<u>PT</u>	<u>C</u>
										*
906	Ajax and Pickering									
2027	Alexandria Glengarry							*	*	*
2198	Arnprior District									
2352	Blind River, St. Joe's			*			*	*	*	
137	Bowmanville Memorial									
2/2560	Brockville General	*								
1065	Burlington, Joseph Brant	*	*					*		
2247	Campbellford Memorial							*	*	
1989	Carleton Place									
1073	Chapleau General			*						
1784	Cobourg District			*			*			
238	Cochrane, Lady Minto	*	*							
3/1611	Cornwall General	*	*		*	*				
1332	Espanola General			*						
1531	Fort Erie, Douglas Mem.			*						*
795	Fort Frances, La Verendrye			*						
145	Georgetown & District									
3074	Geraldton District	*	*							
57	Guelph General	*	*							
1033	Guelph, St. Joseph's									
839	Hamilton, Chedoke-McMaster	*	*					*	*	
786	Hamilton, St. Joseph's									•
778	Hamilton, St. Peter's									
1967	Hawkesbury & District			*						*
2/1781	Kenora, Lake of the Woods	*					*		*	
1974	Kingston General									
29	Kingston, Ongwanada	*	*							•
1909	Lindsay Ross Memorial									
2487	Little Current Manitoulin HC	*	*							*
2558	Matheson, Bingham Memorial									
1465	Mattawa General			•						
815	Milton District			•						
3252	Mississauga Credit Valley			•						*
139	North Bay Civic									
45	Oshawa General			*			*			
870	Ottawa, Perley			*						
	Ottawa, Queensway Carleton							*	*	*
942	Ottawa, Royal									
883	Ottawa, Salvation Army									

FT = Full-Time  
PT = Part-Time  
C = Combined

PARTICIPATING  
CUPE LOCALS PARTICIPATING HOSPITALS

		<u>SERVICE</u>			<u>CLERICAL</u>			<u>SERV. CLER.</u>		
		<u>FT</u>	<u>PT</u>	<u>C</u>	<u>FT</u>	<u>PT</u>	<u>C</u>	<u>FT</u>	<u>PT</u>	<u>C</u>
48	Owen Sound, Grey Bruce	*								
1478	Parry Sound, St. Joe's			*			*			
19	Peterborough Civic			•						
243	Peterborough, St. Joe's	*	*							
1532	Port Colborne General			*						*
1653	Port Hope & District									
1926	Port Perry Community	*	*							
1758	Red Lake, Marg. Cochenour									*
1548	Renfrew Victoria									*
	S.S. Marie, Plummer	*	*							
2119	Smith Falls Community	*	*							
424	Stratford General	*	*				*	*		
1097	St. Catherines, Hotel Dieu									*
1742	St. Catherines, Shaver			*			*			
1101	Sturgeon Falls, W. Nip.			*						*
161	Sudbury Algoma/Network N.									
	Sudbury General	*	*							
161	Sudbury Laurentian							*	*	
161	Sudbury Memorial	*	*							
1409	Thunder Bay, McKellar			*						
1474	Toronto, Doctors	*	*				*	*		
929	Toronto, Grace	*	*							
2008	Toronto, Hillcrest	*					*			
1080	Toronto, Humber Memorial	•								
1590	Toronto, Providence	*	*							
1156	Toronto, Queen Elizabeth	*	*							
1106	Toronto, Queensway Gen.	*								
1320	Toronto, Scarborough Cent.								*	
	Toronto, Sick Children's Hospital	*								
790	Toronto, St. John's	•								
3043	Toronto, Women's College	•								
3082	Whitby General	*	*							
3000	Winchester District	*	*							

FT = Full-Time  
PT = Part-Time  
C = Combined

## APPENDIX "8" (APPENDIX OF LOCAL ISSUES)

### A. The Bargaining Unit - Union Recognition (preamble)

Ongwanada recognizes the Union as the exclusive bargaining agent for all employees of Ongwanada at the Ongwanada Resource Centre, Kingston, Ontario regularly employed for not more than twenty-four (24) hours per week save and except the following categories:

Department Heads	Radiologists
Persons above the rank of Department Heads	Supervisors
Graduate Nurses	Physiotherapists
Undergraduates Nurses	Dietitians
Registered Nurses	Cardiologists
Technicians	Pharmacists
Occupational Therapists	Office Staff
Co-ordinators	Administrative Staff
Social Workers	CBMS Home Therapists
	Speech Pathologist

and persons covered by subsisting Collective Agreements between Ongwanada and the Canadian Union of Public Employees, Local 29.

### B. Relationship

All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the secretary of C.U.P.E., Local 29, and the Assistant Executive Director, Administrative Services of the Employer. A copy of the correspondence will be forwarded to the President of C.U.P.E. Local 29.

The employer shall provide a Bulletin Board for the use of the Union.

The employer shall advise the Union in writing, the names of its supervisory staff. Whenever a change is made, the Union will be so notified.

The Union and the employer desire every employee to be familiar with the provisions of this Agreement and his rights and his duties under it, For this reason, the employer shall print sufficient copies of the Agreement in a Union Shop, The copies and the cost of such printing shall be shared equally between the Union and the employer. The number to be printed will be decided by mutual agreement.

### C. Check Off - New Employees

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. All further employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty days of employment with the Employer.

The Employer shall deduct from every employee any monthly dues levied, in accordance with the Union constitution and/or bylaws and owing by him to the Union.

Deductions shall be made from each Payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth day of the following month accompanied by a list of the names and addresses of all employees for whose wages the deductions have been made.

All new employees shall be given a copy of the Union agreement at the time they are employed.

D. The Employer's and Employees' Rights

The Union acknowledges that (except as expressly modified or covered by articles of this agreement), it is the exclusive function of the Employer to manage Ongwanada and without affecting the generality of the foregoing:

To direct the operation of Ongwanada in the best interests of the residents/ clients, the community and the employees both within and without the Bargaining unit.

To formulate policies, rules and regulations which are not inconsistent with the provisions of this agreement.

To introduce new practices and/or services; to expand, reduce, eliminate, change or modify present services and practices and to enter into contracts for buildings, repairs, equipment, supplies, materials and services.

To determine where, by whom, in what manner, at what time and under what conditions employees in the bargaining unit and/or contractors and their employees perform their duties,

To determine the hours of work, work assignment and methods of doing work, provided always that reasonable notice shall be given to the employee or employees involved of any change to be made,

To maintain order and discipline, to hire, promote, transfer, demote, suspend or discharge or otherwise discipline employees for sufficient cause.

To instruct and direct employees in their duties, responsibilities, conduct and attitudes towards residents/clients, visitors, department heads, supervisors and other Ongwanada employees both within and without the bargaining unit.

To control the use of buildings, equipment, utensils, machinery, tools, materials, instruments, drugs, medicines, clothing, uniforms and all other articles or things belonging to the Employer.

The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement. A claim that the Employer has exercised its functions in a manner inconsistent with the provisions of the Collective Agreement may be subject of a grievance and dealt with as previously set out in this contract. It is understood by the Union that the express provisions of this agreement and legislation constitute the only limitations upon the Employer's rights.

E. Retirement Age

The normal retirement age shall be sixty-five (65) years or in accordance with the existing Pension Plan, for both men and women.

The Employer may, however, upon notifying the Union at his sole discretion, continue to employ on a month to month basis any person after he or she has attained retirement age at the rate of pay for the job.

F. Seniority

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all Bulletin Boards in February of each year. Concerns regarding the seniority list shall be made in writing within 30 days of posting. All concerns will be reviewed and, if necessary, an amended list will be posted.

G. Statutory Holidays

New Year's Day	Remembrance Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	2nd Monday in February
Civic Holiday	Thanksgiving Day
Labour Day	
2nd Monday in June	(Heritage day if so proclaimed)

The parties hereto recognize the Employer must extend daily service to **residents/clients** and it is therefore necessary to retain a portion of the employees to work on holidays.

H. Hours of Work

The Employer agrees that no seven and a half (7½) hour shift shall be spread over a period longer than eight (8) hours from start to finish with a one-half (½) hour uninterrupted lunch break except in cases of emergency. Employees required to work in excess of two hours overtime without having been notified prior to reporting to work shall be provided a \$5.00 meal allowance.

Opportunities for overtime and callback shall be divided equally within the respective departments among the employees who are willing, able and qualified to perform the work that is available.

Scheduling

A twenty-eight (28) day schedule showing the hours and days of work of each regular part-time employee shall be posted in an appropriate place at least two weeks in advance of the start of the schedule period.

The hospital will endeavour to divide the available hours of scheduled work equally among the regular part-time employees normally performing the work to be done. When extra or replacement staff is required, preference shall go to those part-time employees, normally performing the work to be done, in order of seniority based on the following roster system. The employer shall post an availability roster for all part-time employees to sign who are available for extra work, Employees who sign the roster will be called on a rotational basis in order to distribute the extra work as equitable as possible. Employees may voluntarily withdraw from the roster at any time or their names may be removed if three (3) refusals are given and if they wish to be reinstated they may do so every second month.

It is agreed that the utilization of part-time staff inherently involves varying ~~shifting~~ and scheduling patterns in order to augment the regular full time staff. It is understood ~~that~~ the preceding clauses are not to be, or not construed to be, as a guarantee ~~as~~ to the hours of work per two week period or ~~as~~ to the hours ~~of~~ work per day, nor ~~as~~ a guarantee of working schedules.

J. Vacation

Vacation schedules will be posted by May 1st ~~of~~ the current year and shall not be changed unless agreed between the employer and the employee concerned. It is ~~understood~~ and agreed that the employer will give every consideration ~~as~~ to the preference of time, at which employees wish to take their vacations, but of necessity, the employer must reserve the final decision ~~as~~ to the scheduling ~~of~~ vacations. Employees **shall be** given preference ~~as~~ to the selection ~~of~~ their vacations on the basis of their seniority. Subsequent to March 31~~st~~, employee requests shall ~~be~~ granted ~~on a first~~ come, first served basis.

Employees ~~may~~, upon giving at least ten (10) days notice in writing, receive on the last office day preceding commencement ~~of~~ their annual vacation, any cheques which fall ~~due~~ during the period of their vacation.

K. Wage Policies

The said rates ~~of~~ pay in Schedule "A" apply ~~to~~ the hourly rate. Employees in the bargaining unit shall, however, be paid every ~~two~~ weeks.

Payroll will be made up ~~as of~~ midnight Sunday and employees will receive their ~~pay~~ on the following Thursday except in cases ~~of~~ extreme emergency.

New employees shall start at not less than the minimum limit of Schedule "A". Increases thereafter will be granted in accordance with Schedule "A".

L. Supplying of Tools and Uniforms

The Employer agrees to supply uniforms for **all** employees ~~by~~ June 1 of each year as follows:

- i) Pants: three (3) pairs in each calendar year
- ii) Shirts: three (3) shirts in each calendar year
- iii) Bathing Suits and housecoats, as required, for employees working with clients in the Therapy Pool
- iv) Maintenance: one (1) winter weight parka as required.

Program Assistants:

New employees in Day Support **will** receive \$200.00 to be **used towards the** purchase of 'all weather' clothing. Approval of items selected will ~~be made~~ by the Area Supervisor prior to purchasing. The clothing selected will be replaced or repaired ~~as~~ recommended by the Area Supervisor.

The Employer shall supply **all** tools it deems necessary for the performance ~~of~~ the job.

M. Protective Footwear

Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide \$35 per calendar year to each part-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties.

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

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

The employer agrees to pay one dollar and fifty cents (\$1.50) allowance to all employees called back to work on any day which is not a regular shift.

N. R.N.A.'s

Each R.N.A. is required to submit to the Human Resources Department a photocopy of their Certificate of competence from the Ontario College of Nurses no later than January 31st of each year. A copy of the certificate will be placed in the employee's personnel file.

O. Maternity Leave

When persons are hired to replace employees who are on approved maternity leave, the period of employment of such persons will not exceed the maternity leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

P. Adoption Leave

When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed the adoption leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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



Q. Local Bargaining Committee

The Employer agrees to recognize a union negotiating committee that is comprised of three members and the National Representative from CUPE.

R. Grievance Committee

The Employer agrees to recognize the grievor, steward involved, President/Vice President, and the National Representative from CUPE.

S. Union Steward Representation

The employer agrees to recognize a maximum of one (1) steward per department.

T. Workers' Compensation

Ongwanada shall provide a copy of the Workers' Compensation Board's Form 7 to the employee and the Union at the request of the injured employee on any claim filed with the Workers' Compensation Board by Ongwanada.

When Ongwanada intends to intervene or dispute a Workers' Compensation claim, Ongwanada shall notify the employee and the Union of its intention within three (3) working days.

U. Health & Safety Committee

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

(b) Ongwanada and the Union recognizes their joint responsibility to provide a Joint Occupational Health & Safety Program. Therefore, Ongwanada and the Union agree that a Joint Occupational Health & Safety Committee will be maintained with equal representation from workers and management. At least one representative will be selected or appointed by the Union from amongst bargaining unit employees.

The mandate of the JHSC shall be limited to employee occupational health and safety matters.

The parties further agree that the composition, operation, structure and terms of the Committee shall be jointly agreed upon by all parties and shall be in compliance with legislation.

(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) Ongwanada agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

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

- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & 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 representatives(s) shall be paid for by Ongwanada at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- (i) Where Ongwanada identifies high risk areas where employees are exposed to Hepatitis B, Ongwanada will provide, at no cost to the employees, a Hepatitis B vaccine.
- (ii) All members of the JHSC shall receive training and education to ensure a basic understanding of health and safety issues and Committee functions. This training shall be undertaken prior to acting on the Committee, or shortly thereafter, as determined by the JHSC.
- (k) The certified worker shall be trained at the Employer's expense and shall be reimbursed for time spent in training to a maximum of their regularly scheduled hours.

One (1) Health & Safety representative from CUPE Local 29 will be a certified worker as defined under the Occupational Health & Safety Act. This certified worker will serve a two (2) year term from the date the training commences. If the certified worker leaves the Committee prior to the completion of the two (2) year term, CUPE Local 29 will be responsible for paying for training a new certified worker for the Committee.

**ONGWANADA AND CUPE LOCAL 29**

**LETTER OF UNDERSTANDING**

**MODIFIED WORK COMMITTEE**

Ongwanada and the Union agree that an employee who has sustained a work related injury should be returned to work as quickly as possible.

In order to assist with this process, Ongwanada and the Union agree to establish a Modified Work Committee.

- (a) The Committee shall consist of one (1) CUPE representative, one (1) representative from the Occupational Health Service and one (1) representative from Human Resources.
- (b) The Committee will review cases where an employee returning to work from WCB benefits requires permanent or substantial temporary modification of his/her former duties.
- (c) The purpose of the Committee is to:
- Review the restrictions placed on the employee's ability to return to work.
  - Determine, in conjunction with Department managers, whether the existing job can be modified to meet the employee's needs. If this is not possible, the Committee will discuss whether a suitable vacant position exists elsewhere.
  - Consult with the employee concerned, at the employee's request.
  - Review the progress of the employee on modified work as required.
- (d) The Union may agree to waive the Job Posting provision, Article 9.05, when a suitable bargaining unit position becomes available for which the disabled employee is qualified.
- (e) The Committee will meet as such cases arise.
- (f) Bargaining unit members attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The committee will review its mandate and procedure after one year of operation.

Dated at Kingston, Ontario, this 1 day of October, 1994.

FOR ONGWANADA

[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR CUPE LOCAL 29

[Signature]  
[Signature]  
[Signature]

## LETTER OF AGREEMENT

### STAFF COMPENSATION RE: CLIENT VACATIONS

The parties agree that people supported by the Employer are entitled to have vacations and should be able to exercise the wide range of choice in how to spend their vacations that resources and circumstances permit. The parties mutually understand and accept in principle that vacations are, by their nature, a change from the normal routine. Therefore, the parties agree that a degree of flexibility is necessary in order to organize staff support to people for their vacations,

In the interests of equity and fairness to all staff, the parties agree to the following guidelines:

1. All vacation plans must be approved by the Supervisor and should be submitted at least four (4) weeks in advance.
2. 24-Hour Work-Site Location
  - a) In circumstances where the site for the vacation, such as a cottage, is within commuting distance of Kingston, staffing may be organized by simply defining the place of work as temporarily moved to another location. Staff will work their regularly scheduled shifts. If the location is outside the City or Township of Kingston, the staff member may claim mileage for travel to the work site from the City or Township limits in addition to normal travel claims. Management may insist on car pooling.
  - b) In circumstances where the vacation site is too far for regular commuting (35 kilometers one-way), the Employer shall provide transportation for staff to and from the site.
3. Voluntary Accompaniment of Individual(s) on Vacation

In circumstances where staff agree to accompany clients on a vacation which involves an overnight stay:

- a) Staff may be scheduled to stay overnight or for periods of time longer than twelve hours on a voluntary basis only; management agrees not to schedule a staff member to accompany clients on vacation overnight involuntarily.
- b) Staff who voluntarily agree to accompany clients on vacation for periods of one or more days (24 hours) shall be compensated for a minimum of twelve regular hours of each 24 hour period at his/her regular rate of pay. Staff will have the opportunity to book hours beyond the regular day as lieu time off if requested by the employee.
- c) For staff travel to accompany clients on vacation involving travel to distant locations, the Employer will pay the most efficient form (train, bus, plane) of public transit fare to the selected destination; staff who choose their own vehicles instead may claim the lesser of mileage or the applicable fare.

- d) The normal place of residence of a staff member cannot be defined as a vacation without explicit written approval of the Manager.
- e) Staff shall be asked to accompany clients on vacation in order of seniority within their Department.

4. Other Expenses Which May be Claimed for Reimbursement

Entertainment expenses incidental to accompanying clients who are on vacation are claimable with the understanding that:

- a) reimbursement for meals is limited to \$25.00 per person in any 24 hour period;
- b) reimbursement for entertainment is limited to the actual cost for the staff member to be present with clients (clients pay their own way);
- c) staff should keep in mind that as a general policy, the Employer does not reimburse for alcohol.

DATED at Kingston, Ontario this 7 day of October, 1994.

**FOR ONGWANADA**

**FOR CUBE LOCAL 29**

*James Hanson*  
*Robert B...*  
*D. H...*  
*Dee*

*J. Renne*  
*Charlotte Baskin*  
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