

PART-TIME

COLLECTIVE AGREEMENT

between

CAMPBELLFORD MEMORIAL HOSPITAL

(hereinafter called the "Hospital")

and

CUPE LOCAL 2247

Expires: September 28, 1995

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ARTICLE 1 - PREAMBLE

1.01 - Preamble

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

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

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 - Temporary Employee

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

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

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

2.02 - Part-Time Commitment

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

2.03 - Definition of Regular Part-Time

"A regular part-time employee who makes a commitment to be available for work on some pre-determined basis and in respect of whom there is a pre-determined schedule."

2.04 - Definition of a Casual Part-Time Employee

"A casual part-time employee is defined as a person who is not pre-scheduled but is on call and is available to work any shift."

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

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

5.02 - Notification to Union

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

5.03 - Employee Interview

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

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

5.04 - No Other Agreements

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

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

6.02 - Labour-Management Committee

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

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

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

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

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

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

6.03 - Local Bargaining Committee

"The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The

Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

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

6.04 - Central Bargaining Committee

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

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

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

6.05 - Union Stewards

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

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

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

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

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

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

6.06 - Grievance Committee

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

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

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

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

Step No. 1

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

Step No. 2

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

Step No. 3

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

- 7.04 "A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. **It is** expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed."
- 7.05 "Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the **employee(s)**. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance."
- 7.06 "The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged **or** suspended shall be treated as a grievance if a written statement of such grievance **is** lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee; or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

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

- 7.07** "Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen **(18)** calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen **(16)** calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits."
- 7.08** "All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees."
- 7.09** "When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman."

- 7.10 "No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance."
- 7.11 "No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure."
- 7.12 "The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement."
- 7.13 "The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned."
- 7.14 "Each of the parties hereto will bear the expense of the nominee appointed **by** it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board."
- 7.15 "The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act."
- 7.16 "Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply."

ARTICLE 8 ACCESS TO FILES

8.01 - Access to Personnel File

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

8.02 - Clearing of Record

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

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

"A new employee will be considered on probation until he has completed forty-five days (45) 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 - Effect of Absence

"Effective June 4, 1996, part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WCB benefits, on the basis of what the employee's normal regular hours of work would have been."

9.05 - Job Posting

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

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

Vacancies created by the **filling** of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays,

Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

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

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

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

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

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

Such posting shall contain the following information: nature of position, qualifications, required knowledge and education, skills, whether shift work is anticipated, and the hourly wage rate or range of hourly wage rates. The Hospital agrees that the terms and conditions will not be established in an arbitrary or discriminatory manner.,

9.06 - Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.

- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit."

9.07 - Transfer of Seniority and Service

"Effective (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."

9.08 - Notice and Redeployment Committee

- "(a) Notice

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

- (i) provide the Union with no less than 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 9.08 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

- (4) Subject to article 9.10, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) **Committee Composition**

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

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

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

(iii) **Disclosure**

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

(iv) **Alternatives**

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

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

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

9.09 - Layoff and Recall

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

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.11; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.02; or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee **so** displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

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

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

In the event that there are no employees with lesser seniority in the same or a **lower** or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who **is** the least senior employee in the classification and where the

straight-time hourly rate at the level of service corresponding to that of the employee is within 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 9.08."

Article 9.10 - Retraining

"(a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.08(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 retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might

otherwise apply, and the employee will be placed in the job identified in **9.10(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 9.11 - Separation Allowances

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

9.12 - Portability of Service

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

9.13 - Technological Change

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

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

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

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

ARTICLE 10 - CONTRACTING OUT

10.01 - Contracting Out

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

10.02 - Contracting Out

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

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

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

10.03 - Contracting In

"Further to Article 9.08(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.

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

12.03(a) Full-Time Position with the Union

"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 and Secretary-Treasurer

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

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

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

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

12.04 - Bereavement Leave

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

12.05 - 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 hearings at his regular straight time hourly rate subject to (a), (b) and (c) above."

12.06 - Pregnancy Leave

- "(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the 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 normal daily hours of work for all bargaining unit employees shall be seven and one-half (7 1/2) hours per day exclusive of an unpaid meal period."

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 (3-3/4) hours of work."

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

"Authorized hours worked in excess of seven and one-half (7 1/2) hours in a day **or** one hundred and fifty (150) hours in a four (4) week period shall be paid at the rate of time and one-half (1-1/2) the employee's straight time hourly rate."

15.03 - Overtime Premium and No Pyramiding

"The overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate." (Note: this clause is subject to the application of superior conditions)

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

15.04 - Time Off in Lieu of Overtime

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

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

15.05 - Reporting Pay

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

15.06 - Call-Back

"Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate

of time and one-half (1-1/2) their regular hourly earnings. Superior provisions shall remain."

15.07 - Standby

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

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

15.08 - Temporary Transfer

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

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

15.09 - Shift and Weekend Premium

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

ARTICLE 16 - HOLIDAYS

16.01 - 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 (1½) 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 (2x) his regular straight time hourly rate for such authorized overtime."

ARTICLE 17 - VACATIONS

17.01 - Part-Time Entitlement, Qualifiers and Calculation of Payment

a) Entitlement

Effective September 29, 1989 a part-time employee shall receive annual vacation plus equivalent time off in accordance with the following:

After one (1) year but less than two (2) years of service - two (2) weeks annually;

After two (2) years but less than five (5) years of service - three (3) weeks annually;

After five (5) years but less than fifteen (15) years of service - four (4) weeks annually;

After fifteen (15) years but less than twenty-five (25) years of service - 5 (5) weeks annually;

After twenty-five (25) years or more of service - six (6) weeks annually.

b) Vacation pay shall be as follows:

Less than 3,450 hours worked	= 4%
Over 3,450 hours but less than 8,625 hours	= 6%
Over 8,625 hours but less than 25,875 hours	= 8%
Over 25,875 hours but less than 43,125 hours	= 10%
Over 43,125 hours worked	= 12%

c) Progression on Vacation Schedule (Part-Time)

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

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

17.02 - Work During Vacation

"Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (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."

17.03 - Bereavement During Vacation

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

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

ARTICLE 18 - 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 **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 **9.08(a)(ii)** in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number

of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(a)(ii).

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

ARTICLE 19 - COMPENSATION

19.01 (a) - Job Classification

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

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

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

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive 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."

19.01 (b) - Job Descriptions

"A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which **is** covered by terms of this collective agreement is created, a copy of the **job** description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to article 19.01 (a) above."

19.02 - Job Classification

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

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

Training shall be given during the hours of work whenever possible and may extend for up to six months."

19.03 - Promotion to a Higher Classification

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

19.04 - Wages and Classification Premiums

Provisions under these headings shall remain unchanged and are repeated as **19.04**, except to the extent that the Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the implementation Agreement dated June **11, 1997**.

19.05 - Progression on the Wage Grid

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

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

ARTICLE 20 - HOSPITAL OPERATING PLAN

- "(a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job **loss**, and in developing labour adjustment strategies where necessary.

- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that

revisions to the operating plan will be carried out in consultation with the Union.

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

ARTICLE 21 - DURATION

21.01 - 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, 1995. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining."

21.02 - 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 Amphillford, Ontario, this 25~~th~~ day of May 1998.

FOR THE LOCAL UNION

Wanda Tucker
Sandra McLean
CH
Lita Mack

FOR THE HOSPITAL

Mike Seeger
Ruth Dao
Helga Hickson
Deane Hawkins

APPENDIX OF LOCAL ISSUES

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

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

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

IMPLEMENTATION NOTE RE: PRE-EXISTING CLAUSES

For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.

APPENDIX OF LOCAL ISSUES

(PART-TIME)

BETWEEN

CAMPBELLFORD MEMORIAL HOSPITAL

-and-

CUPE, LOCAL 2247

EXPIRING SEPTEMBER 28, 1995

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SIGNING PAGE 17

APPENDIX "A"

ARTICLE A - RECOGNITION

A-I The Hospital recognizes the Union as the bargaining agent for all employees of the respondent regularly employed **for** not more than twenty-four (24) hours per week save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office and clerical staff.

ARTICLE B - DEFINITIONS

B-1 Definition of Employee

The word "employee" in this Agreement shall mean the employees of the Hospital for whom the Union is the bargaining agent as set out in Article A-I.

B-2 Definition of Administrator

Wherever the word "Administrator" is used in this Agreement, it shall be considered as meaning the Administrator or his designate.

B-3 Definition of Full-Time Relief

It is agreed that persons employed on a part-time basis and who temporarily work as full-time relief will be covered under the terms of this Agreement. Temporarily shall be defined as not exceeding a continuous period of twelve (12) weeks, or in the case of maternity leave, the length of such leave.

B-4 Definition of Part-Time Employees for Scheduling Purposes

Regular Part-Time - Group 1:

A regular part-time employee who makes a commitment to be available for work on a predetermined basis and in respect of whom there is a predetermined schedule.

These employees have committed to a certain number of shifts in a regular pattern, not to exceed six (6) full shifts in a two (2) week period and who may receive additional scheduled or call in shifts subject to the criteria in Article G.

Casual - Group 2: (a) Casual part-time employees are those employees who may be pre-scheduled to work up to six (6) shifts each pay period, only after Group 1 regular part-time employees in their classification is scheduled to work six (6) shifts in that pay period or such fewer number of shifts as the group 1 employee may request.

(b) A casual part-time employee who is not pre-scheduled, but is on a call in basis for available work.

ARTICLE C - MANAGEMENT RIGHTS

C-1 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (1) maintain order, discipline and efficiency;
- (2) hire, discharge, retire, assign, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees provided that a claim by an employee who has acquired seniority standing that he has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (3) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (4) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (5) make **and** enforce and alter from time to time reasonable rules and regulations to be observed by the employee, provided that such rules and regulations shall not be enforced in a manner inconsistent with the provisions of this Agreement.
- (6) It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE D - UNION SECURITY

D-1 Check Off of Union Dues

- (1) The Hospital will deduct each month from the wages of employees an amount equal to the regular monthly union dues assessed by the Union in accordance with its constitution and by-laws. In the case of new employees, the first deductions shall be made in the month next following the month in which the employee completes his probationary period.
- (2) The Hospital will forward before the fifteenth of the month, the dues deducted in the previous month. The dues list will indicate the names and hours worked of employees from whom such dues were deducted and will be forwarded to the Secretary-Treasurer of the Union.
- (3) The Union shall save the Hospital harmless for any deductions made from the pay of employees in accordance with the provisions of this Article.

ARTICLE E - REPRESENTATION AND COMMITTEES

E-1 Union Stewards

In order to provide an orderly procedure for handling of negotiations and grievances, the Union may appoint and the Employer will recognize four (4) Stewards from separate departments to represent the full-time and part-time employees.

E-2 Negotiating Committee

The Hospital will recognize a Negotiating Committee of four (4) employees including the President and a part-time representative.

E-3 Grievance Committee

The Hospital will recognize a Grievance Committee of three (3) employees including the Chief Steward or designate to represent the full-time and part-time employees.

E-4 Names of Committee Members

The Union undertakes to notify the Hospital, in writing, of the names of those selected for each Committee.

E-5 Union Business Leave

- (1) For the purpose of Article 12.02, not more than two (2) employees shall be allowed this time off together.
- (2) Notice of cancellation of Leave of Absences for Union Business shall be made seventy-two (72) hours prior to the date of the proposed leave, if the affected employee is to be returned to his/her regular tour of duty for the day for which the leave was originally requested.

E-6 Labour Management Committee

The Hospital will recognize a Labour/Management Committee of three (3) employees and one (1) alternate.

ARTICLE F - SENIORITY

F-1 Seniority List

The Hospital shall maintain a seniority list showing the date of seniority for each employee in the bargaining unit. An up-to-date seniority list shall be sent to the Union and posted on a bulletin board by the Hospital in January of each year.

F-2 Transfer of Seniority

The effective date referred to in Article 9.06 is December 15, 1984.

ARTICLE G - HOURS OF WORK

G-1 Scheduling

The regular schedule for pre-scheduled employees will provide:

- (1) one (1) weekend off in three (3) weeks;
- (2) not more than seven (7) consecutive days of work without time off;
- (3) no split shifts;
- (4) sixteen (16) hours off between the end of one (1) shift and the commencement of the next shift;
- (5) where an employee is required to work in excess of 14.01, the excess time worked shall be paid at time and one-half (1-1/2) the regular hourly rate until time off is scheduled, unless the employee has requested a change in his work schedule.

Scheduling arrangements other than above (e.g. working weekends only) may be allowed on agreement between the Hospital and the employees involved.

- (6) Group 1 and Group 2 part-time employees shall provide the Hospital with a schedule of non-availability eight (8) weeks in advance. Such notice of non-availability is to be given on forms provided by the Hospital covering each specific eight (8) week period.

This schedule provides for assignment of extra available work and provides a commitment by the employee.

- (7) The Hospital will assign extra available work by descending seniority to Group 1 employees who can satisfactorily perform the work, until such employees have been considered for up to six (6) shifts in a two (2) week period.
- (8) Once Group 1 have been assigned up to six (6) shifts in a two (2) week pay period, then the Hospital will assign extra available work in the same manner to Group 2 employees.

- (9) Once employees in Group 1 and Group 2 have the compliment of six (6) shifts in a two (2) week period, the Hospital will then assign all extra available shifts until Group 1 employees have been considered for eight (8) shifts in a two (2) week pay period. Scheduling arrangements, other than above, (e.g. working weekends only) may be allowed on agreement between the Hospital and the employees involved.
- (10) Once Group 1 have been assigned to eight (8) shifts in a two (2) week period, then the Hospital will assign extra available shifts in the same manner to Group 2 employees.
- (11) Due to this scheduling agreement, the Hospital will not be placed in an overtime premium payment situation, or such assignment of eight (8) or more shifts does not constitute full-time status.

Note: By virtue of the coincidence of Hospital staffing requirements, and the availability of employees, those employees who are the least available during times of Hospital need, may in consequence, receive fewer shifts than employees who are more frequently available.

G-2 When the employer has extra available work after the regular schedule has been posted, the following system will be used:

- (1) The part-time employees, Group 1 and Group 2, will be placed on a seniority list which has been determined in accordance with Article F.
- (2) the Hospital shall attempt to contact Group 1 and Group 2 employees on a cyclical seniority calling schedule (on a rotating basis).

The employee will receive one (1) phone call and if he/she is unable to accept, or is not reached, the Hospital shall call the next employee.

The employee who is unavailable for call in, or is unable to be reached, shall be deemed to have been offered the shift and to have waived any claim to the shift for purpose of equalizing hours.

G-3 Work Schedules

Work schedules for pre-scheduled employees will be posted at least two (2) weeks in advance and shall cover a four (4) week period.

G-4 Shift Work Defined

Evening shifts are defined as those shifts where the major portion of the hours worked are between 3:30 p.m. and 11:30 p.m.

Night shifts are defined as those shifts where the major portion of the hours worked are between 11:30 p.m. of one (1) day and 7:30 a.m. of the day following.

- G-5** The Hospital and the Union agree that all scheduling will be renewed on a department by department basis. The Hospital and Union agree to establish a Joint Committee for each department which consists of the Department Head or a designate, the Union Steward, and up to two (2) other representatives of each party. Scheduling changes, if any, which may be agreed upon, may be introduced on a trial basis.

G-6 Exchange of Shifts

Subject to the Hospital's approval, employees within the same classification may be allowed to trade shifts or days off providing that if required, such a request is submitted in writing to the Hospital in advance of the change and mutually signed by the employees involved in the change. Such mutual exchange of shifts or days off shall not result in overtime compensation to either of the employees.

ARTICLE H - HOLIDAYS

H-1 Designated Days

In accordance with Article 16.01, the following are designated as holidays:

New Year's Day	.LabourDay
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Employee's Birthday
Civic Holiday	Floating Holiday.

H-2 Definition of Holiday

A shift that begins or ends during the twenty-four (24) hour period of the above holidays, where the major portion of the time worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

H-3 Christmas/New Year's Time

Part-time employees must make a commitment to work either December 24th, 25th and 26th or December 31st and January 1st. An employee may work both if he/she requests.

ARTICLE I - VACATION

I-1 vacation provisions

The periods during which employees shall take vacation shall be based on selection of dates by the employee according to seniority in each department, but shall be finally determined by the Hospital having due concern for the proper operation of the Hospital.

I-2 The vacation year shall extend from January 1st to December 31st and for the purpose of determining vacation entitlement and increased vacation entitlement, the employee's anniversary date of service shall be used.

I-3 Where an employee becomes entitled to increased vacation during the vacation year, he shall be allowed his full vacation entitlement at any time in that vacation year, and an employee with less than one (1) year of service shall be allowed his full vacation entitlement in the applicable vacation year. While vacations are to be taken in the vacation year, one (1) week of vacation may be deferred provided it is taken prior to March 31st of the following year.

I-4 An employee should take his/her vacation in one (1) week or two (2) week periods, unless other arrangements are agreed to by the Hospital.

I-5 Vacation pay shall be paid annually at the end of December each year.

I-6 Employee requests for vacation periods shall be forwarded to the Hospital by April 15th for the period May 15th to September 15th of each year, and shall not be changed unless mutually agreed by the employee and the Hospital. Where ~~two~~ (2) or more employees request the same time, then seniority of employees concerned shall be the deciding factor.

I-7 Vacation schedules shall be approved by the Hospital and then posted by May 15th of each year.

I-8 Vacation requested to be taken after September 15th and before May 15th shall be requested at least four (4) weeks prior to the period of vacation, and shall be finalized seven (7) days after the request has been submitted. Other requests may only be considered in exceptional circumstances.

I-9 Requested periods of vacation will not be unreasonably denied by the Hospital after giving due consideration to the staffing and operational requirements of the Hospital.

I-10 Where practicable, an employee may receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Hospital.

I-11 Vacation Pay

Employees may, upon giving at least five (5) Business Office working days' (Monday to Friday) notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

ARTICLE J - BULLETIN BOARD

J-1 The Hospital agrees to provide an unlocked Bulletin Board to allow the Union to post notices pertaining to items of interest to bargaining unit members on the Bulletin Board near the locker rooms and main floor. All such notices must be signed by a member of the Local Executive and a copy provided to the President/CEO or designate prior to being posted.

ARTICLE K - UNIFORMS

K-1 The Hospital agrees to continue with its present practice of supplying and laundering of uniforms.

K-2 **Uniforms Allowance - RPN's**

The Uniform Allowance for RPN's shall be \$72.00 per year (pro-rated for part-time employees) payable in the month of October and effective from October 1st, 1992.

ARTICLE L - GENERAL

L-1 Correspondence

Unless as otherwise specified, all correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Hospital and the Secretary of the Union (Local **2247**).

L-2 Payment of Wages and Allowances

The Hospital shall pay wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement.

The Hospital agrees that wages shall be paid by cheque on the regular pay day every two (2) weeks except when interfered with by the occurrence of a paid holiday or civic holiday. In this case, the regular pay day shall be advanced one (1) day.

L-3 Warning Notice

Whenever the Hospital deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his work up to a required standard by a given date, the Hospital shall within ten (10) days thereafter, give written particulars of such censure to the employee involved.

L-4 Education - RPN

- (1) The Hospital agrees to provide education to RPN's to enable them to acquire and maintain the added skills for RPN's as defined by the College of Nurses of Ontario. The appropriate added skills shall be determined by Nursing Department and consultation with the Union.
- (2) The Hospital agrees that RPN's will be allowed and encouraged to utilize the added skills as determined by Nursing Department.

ARTICLE M - HEALTH AND SAFETY

- M-1** The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness.
- M-2** Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept **as** a member of its Accident Prevention - Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- M-3** Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs recommend actions to be taken to improve conditions related to safety and health.
- M-4** The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- M-5** 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.
- M-6** Any representative appointed or selected in accordance with **(2)** hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for a further period 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 representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- M-7** The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- M-8** 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.
- M-9** Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

DATED at Campbellford, Ontario, this 25th day of May, 1978

FOR THE LOCAL UNION

Wanda Tucker
Sandra McLean
C. H.
Linda Mack

FOR THE HOSPITAL

Mike Seeger
Ruth Dixon
Helga Nickerson
Diane Hawkins

APPENDIX "A"
WAGES: FULL-TIME AND PART-TIME SCHEDULES OF WAGES

Effective September 29, 1993

Classification	Start	After 6 Months	After 1 Year	After 2 Years
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Schedule "A"

R.P.N. (Pay equity Jan. 93)	15.64	16.08	16.48	16.87
Cook	13.68	13.98	14.30	14.58
Aide	13.16	13.44	13.75	14.10
Porter	13.68	13.98	14.30	14.58
Maintenance	15.64	16.08	16.48	16.87
Ambulance 1st (EMCA)	17.28	17.67	18.07	18.50
Ambulance 2 nd	15.32	15.74	16.11	16.52
Paramedic 1	18.41	N/A	18.98	19.54

Note 1: These rates apply only to 'LICO' employees as defined by the *Social Contract Act, 1993*.

Note 2: Paramedic 1 rates were determined by the Mitchnick Local Issues Award,

Schedule "B"

R.P.N. (Pay equity Jan. 93)	15.49	15.92	16.31	16.70
Cook	13.55	13.84	14.16	14.44
Aide	13.03	13.30	13.62	13.96
Potter	13.55	13.84	14.16	14.44
Maintenance	15.49	15.92	16.31	16.70
Ambulance 1st (EMCA)	17.11	17.50	17.89	18.32
Ambulance 2 nd	15.17	15.59	15.95	16.36
Paramedic 1	18.41	N/A	18.98	19.54

Note 1: These rates apply only to 'non-LICO' employees as defined by the *Social Contract Act, 1993*. Note 2: Paramedic 1 rates were determined by the Mitchnick Local Issues Award.

APPENDIX "A"
WAGES: FULL-TIME AND PART-TIME SCHEDULES OF WAGES

Effective September 29, 1994

Classification	Start	After 6 Months	After 1 Year	After 2 Years
<u>Schedule "A"</u>				
R.P.N. (Pay equity Jan. 94)	15.80	16.24	16.64	17.04
Cook	13.82	14.12	14.44	14.73
Aide	13.29	13.57	13.89	14.24
Porter	13.82	14.12	14.44	14.73
Maintenance	15.80	16.24	16.64	17.04
Ambulance 1st (EMCA)	17.45	17.85	18.25	18.69
Ambulance 2 nd	15.47	15.90	16.27	16.69
Paramedic 1	18.41	N/A	18.98	19.54

Note 1: These rates apply only to 'LICO' employees as defined by the *Social Contract Act, 1993*.

Note 2: Paramedic 1 rates were determined by the Mitchnick Local Issues Award.

Schedule "B"

R.P.N. (Pay equity Jan. 94)	15.49	15.92	16.31	16.70
Cook	13.55	13.84	14.16	14.44
Aide	13.03	13.30	13.62	13.96
Porter	13.55	13.84	14.16	14.44
Maintenance	15.49	15.92	16.31	16.70
Ambulance 1st (EMCA)	17.11	17.50	17.89	18.32
Ambulance 2 nd	15.17	15.59	15.95	16.36
Paramedic 1	18.41	N/A	18.98	19.54

Note 1: These rates apply only to 'non-LICO' employees as defined by the *Social Contract Act, 1993*. Note 2: Paramedic 1 rates were determined by the Mitchnick Local Issues Award.

APPENDIX 'A'

Wage Implementation Note

In order to comply with the requirements of the ***Social Contract Act, 1993*** and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period of determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the ***Employment Standards Act***.



a

LETTER OF AGREEMENT

BETWEEN:

C.U.P.E. LOCAL 2247

AND

CAMPBELLFORD MEMORIAL HOSPITAL

The parties hereby agree to amend the following Local Article **I - Full-Time** Collective Agreement and Article **H-1** of Part-Time Agreement to read as such:

An employee required by the Hospital to work on the "Employee's Birthday Holiday" shall receive premium payment of 1-1/2 times his/her regular hourly rate.

The Employee's Birthday Holiday shall be granted within thirty (30) days of the actual holiday on a mutually agreed day between the Hospital and the employee.

DATED at Campbellford, Ontario this 25th day of May, 1998.

FOR THE UNION

Wanda Tucker

Mike Seeger
Ruth Dixon
Kelly Rickson
Diane Hawkins

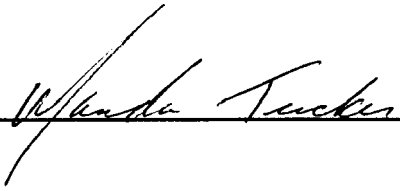
LETTER OF INTENT


Full-Time & Part-Time


Certified Worker

The Hospital agrees to endorse the C.U.P.E. member of the Joint Health & Safety Committee as the "Certified Worker" (under the Occupational Health & Safety Act) subject to:

- a) the support of the balance of the non-management members of the Joint Health & Safety Committee;
- b) any final amendments to the Occupational Health & Safety Act; and
- c) this "certified" member shall be a representative on the Health & Safety Committee for renewable three (3) year term while the employee is employed at Campbellford Memorial Hospital.







LETTER OF INTENT

Full-Time & Part-Time

Modified Work

The parties agree that a modified return to work program shall be addressed through a Joint Committee comprised of representatives of C.U.P.E. Local 2247 and the Hospital. The other employee groups in the Hospital will be invited to join.

Recognizing its responsibilities under the applicable legislation, such Committee will draft principles, policies and procedures regarding the return to work of an injured employee.

Specific cases regarding the return to work of an injured C.U.P.E. worker to a modified position where appropriate, will be addressed on an ad hoc basis by the Labour/Management Committee of C.U.P.E. and the Hospital.

The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

Wanda Tucker

Mike Seeger
Ruth Dineen

LETTER OF INTENT

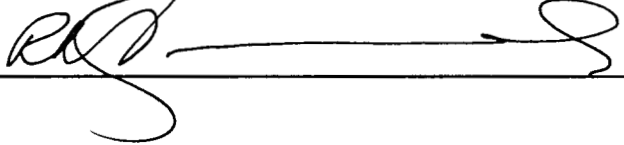
Full-Time & Part-Time

The Hospital acknowledges that Local 2247 is requesting that Direct Deposit be implemented as soon as possible. The Hospital agrees to this request and during the interim period will make pay cheques available, if possible, to employees finishing the night shift by 0730 hours of the pay day.

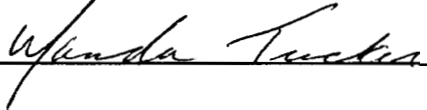
LETTER OF AGREEMENT

The parties hereto agree that any employee called back to work pursuant to Article 15.06 shall be paid a minimum of four (4) hours at overtime rate but shall be permitted to return home at the completion of their assigned task, on the understanding that should a call back occur within the original four (4) hour period, the original minimum guarantee shall apply to the end of the original four (4) hour period followed by overtime premium rate for all additional hours. New call-ins beyond the original four (4) hour period shall provide a new minimum guarantee.

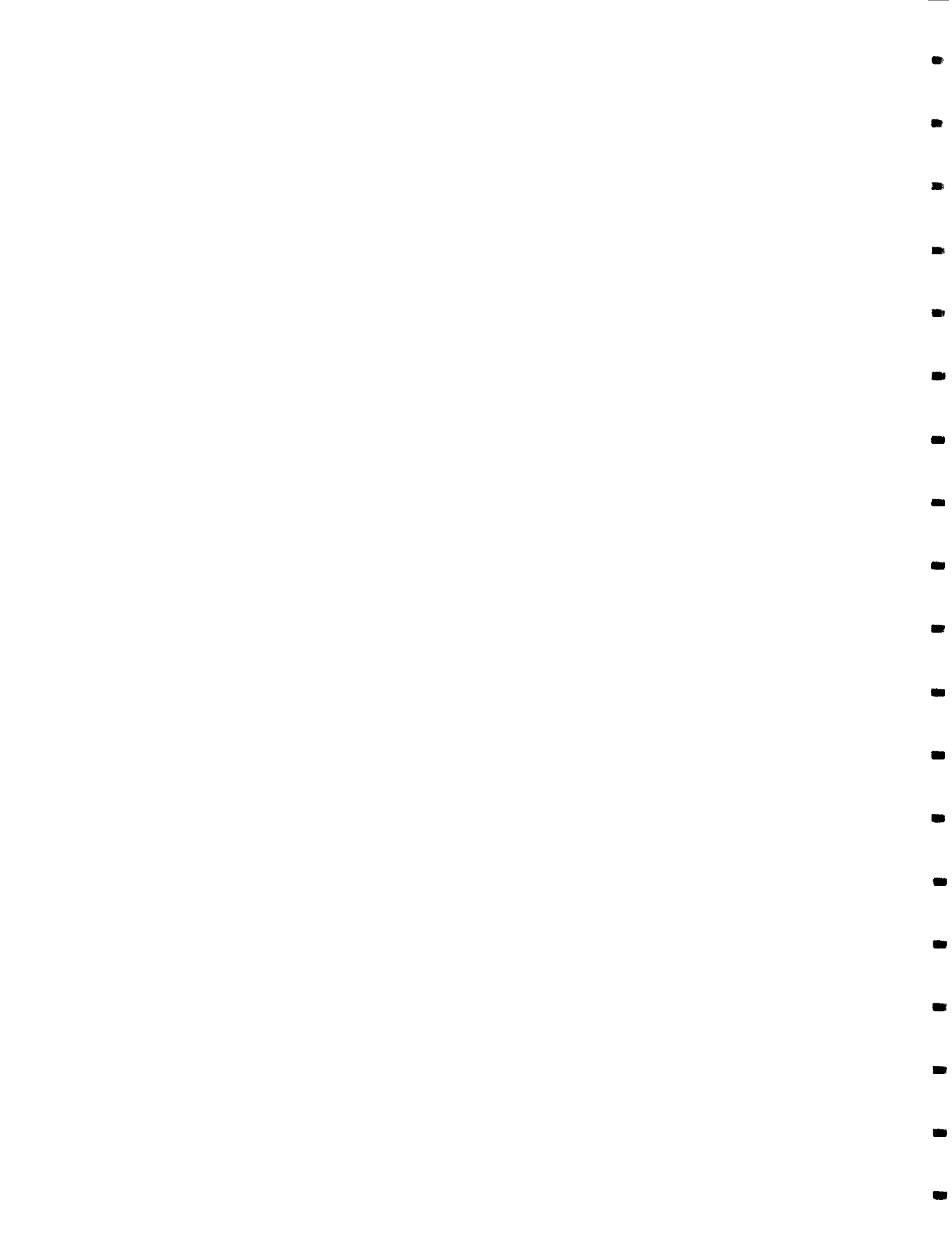
PRESIDENT & CEO



PRESIDENT, LOCAL 2247



(Parties agree that where new issues arise after September 30, 1991, proposals shall be Memorandum of Agreement to be reviewed by both parties).



MEMORANDUM OF UNDERSTANDING

Between:

CAMPBELLFORD MEMORIAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2247

SUBJECT: COMPRESSED WORK WEEK

The parties agree to waive the provisions of the Collective Agreement as required by the following Terms of Reference for implementing a compressed work week schedule for the Ambulance Service of Campbellford Memorial Hospital.

TERMS OF REFERENCE

OBJECTIVE:

To detail the terms and conditions for the establishment of compressed work week schedules for participating staff members of the Department.

1. TRIAL PERIOD

With the approval of the Ministry of Health, the Department Head, the Hospital and 90% staff, extended tours will be considered.

The changes to effect the compressed work week will be in effect for a trial period of twenty-two (22) weeks beginning August 29th, 1993 at 1930 hours.

The programme will be evaluated separately by Administration, participating staff members and the Union at the end of 6, 12, 16 and 22 weeks.

It is understood that the compressed work week trial may be terminated by either party giving thirty (30) days written notification to the other. This agreement will not be terminated in the Ambulance Department until the end of the currently posted schedule.

2. PARTICIPATION

All full-time and participating part-time staff in departments with compressed work week schedules will be required to participate in the trial period.

NOTE: Employees participating in WCB Rehabilitation Programmes or the Hospital's Modified Work Programme may be excluded from the compressed work week schedule.

3. PROGRAMME REVIEW

During the trial period, the parties agree to meet to discuss suggestions or complaints. Any problems arising from the changes necessary for implementation of this programme will not be subject to the formal grievance procedure, but will be treated as a complaint and will be discussed locally.

4. BEREAVEMENT LEAVE

The parties agree to waive Article 12.04 (Full-time and Part-time) to read,

"An employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for consecutive calendar days off for a maximum of 22.5 hours 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."

5. LEAVES OTHER THAN BEREAVEMENT OR ILL TIME

Should an employee be granted a leave in accordance with the Collective Agreement, such leave will be on the basis of an eight (8) hour tour(s).

6. SALARY

Employees will continue to be paid at their present rate and will be eligible for increases in accordance with the Collective Agreement. Employees will be paid for eleven and one quarter (11.25) hours on a twelve (12) hour tour, for seven and one-half (7.5) hours on the shorter or normal tour or for the hours worked on part shifts.

7. SHIFT DIFFERENTIAL

Employees working on the night shift, for example **1900 to 0700**, will be paid the shift premium for eleven and one-quarter (**11.25**)hours. Employees working the day shift will be paid the shift premium for those hours between **1530** and the end of their shift.

Shift premium will be at the rate specified in Article **15.09** of the Collective Agreement.

8. TOUR SCHEDULING

The parties agree to waive the provisions of Article **14.01** (Full-time and Part-time) - Hours of Work. Extended tours will be twelve (**12**) hours in duration. Scheduling of tours will be determined based on the operating requirements of the department. With a **48** hour notice, the employer may change an employee's shift from a **7.5** hour shift to a **12** hour shift or vice versa providing **75** hours per pay period. Relief staff may work all or part of the extended tour or normal tour depending on the workload requirements of the department.

For the purpose of qualifying for responsibility pay, six (6) hours shall be considered half of an extended tour.

9. OVERTIME

The parties agree to waive the normal requirements of Article **15.02** of the Collective Agreement. Subject to Article **15.03**, overtime premium will be paid at the rate of time and one-half for all work performed in excess of the scheduled twelve (**12**)hour or eight (**8**) hour tour. Overtime must be authorized in advance.

10. MEAL AND REST PERIODS

On the twelve (12) hour tour there will be two (2) fifteen (**15**)minute rest periods and two (2) thirty (**30**)minute meal periods. Forty-five (**45**)minutes of those rest periods will be without pay resulting in paid hours of eleven and one quarter (**11.25**)in a twelve (**12**)hour tour worked.

Meal and rest periods on the eight (8) hour tour will be in accordance with the Collective Agreement. Compensation for interrupted meal periods shall be governed by existing department policy.

11. **SCHEDULING** The parties agree to waive the provisions of Article H-1 (Full-time) and Article G-1 (Part-time) - Scheduling Provision.

Present accepted schedules provide:

- (a) one (1) weekend off in three (3) weeks
- (b) not more than four (4) consecutive 12 hour days of work without time off
- (c) no split shifts
- (d) twelve (12) hours off between the end of one (1) shift and the commencement of the next shift.

Part-time employees must submit an unavailable schedule on the first day of the month to cover an eight week period, as per Article G-1.

12. **CHANGES IN SCHEDULE**

Subject to the Hospital's approval, requests for changes in the posted schedule may be granted. Employees requesting changes in scheduled tours will arrange their own replacement from participating employees. The name of the replacement will be provided when the request is made.

Except in emergencies, a courtesy of forty-eight (48) hours written notice will be required for a tour-change request and no request will be granted which results in an employee working a double tour.

Tour exchanges will be done on a same hours exchange (i.e., twelve hours for twelve hours and eight hours for eight hours).

13. **SICK LEAVE**

When an employee is absent due to illness, he will be paid for the scheduled hours absent to the limit of his sick leave credits (562.5 hours).

14. **VACATION**

A full-time employee who is entitled to two, three, four or five weeks vacation will be paid for seventy-five (75) hours (2 weeks - 10 working days), 112.5 hours (3 weeks - 15 working days), 150 hours (4 weeks - 20 working days) or 187.5 hours (5 weeks - 25 working days) respectively. Vacation scheduling will be in accordance with Article 17.01(e) of the Collective Agreement.

15. PAID HOLIDAYS

The parties agree to waive I-2 and I-3, paragraph #1 (Full-time Collective Agreement) and the provisions of Article 16.03 (a).

Subject to the provisions of Article 16.02 and 16.03, when a full-time employee is required to work on a holiday as defined in Article 16.01, he/she will be paid at the rate of time and one half for all hours worked on that tour. The lieu days resulting from the statutory holiday will be converted to a bank of hours as in the conversion of vacation days. This conversion shall be based on a 7.5 hour day. (i.e., $12 \times 7.5 = 90$ hours stat time to be taken during the calendar year).

The employee may reserve 33.75 hours to be utilized over the Christmas and New Year's schedule. All other banked stat hours must be utilized prior to December 15th of each year.

Pay for Holidays not worked shall be interpreted to mean the equivalent of seven and one-half ($7 \frac{1}{2}$) hours at regular straight time rate of pay for full-time employees.

Part-time employees required to work on a statutory holiday as defined under the Employment Standards Act shall be paid at the rate of time and one-half *for* the hours worked on that tour.

16. CONTINUATION

Continuation of the compressed work week Memorandum of Understanding beyond the initial trial period will be based on the results of the evaluation according to the criteria listed below and on demonstrated support or continuation of the programme by at least ninety (90) percent of the participating employees in individual departments as determined by a secret ballot.

Should the parties agree to continue the compressed work week programme, the evaluation process will continue on an on-going basis according to the established criteria. The continued programme may be terminated by either giving thirty (30) days notice to the other and after discussion between the parties. The programme will not be terminated until the currently posted schedule is completed. The Department shall revert to the schedule which existed prior to implementation of the Compressed Work Week Programme.

Reversion to a normal schedule will not be the subject of a grievance.

The parties agree to recommend to their respective principals any required changes to these Terms of Reference to reflect amendments as agreed to between them which affects the terms hereof.

CRITERIA FOR ASSESSMENT OF COMPRESSED WORK WEEK

Assessments will include:

- Review of standards of patient care
- Incident reports and W.C.B. claims
- Absenteeism and paid sick time
- Overtime scheduling incidents and problems incurred with relief staffing
- Attendance at in-service education sessions held on duty and off duty time
- Turnover rate and reasons
- Scheduled evaluations (at end of 6, 12, 16 and 22 weeks)
- Tabulation of comments from patients, physicians and other hospital departments

All other conditions contained in the Collective Agreement will remain in force and effect.

The parties agree to abide by the Terms of Reference.

Dated at Campbellford, Ontario on May 25, 1998

FOR THE HOSPITAL

Mike Seeger
Ruth Dixon
Ally Hickson
Diane Hawbins

FOR THE UNION

Wanda Tucker

