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**FULL-TIME**

**COLLECTIVE AGREEMENT**

between

**GREY BRUCE REGIONAL HEALTH CENTRE**

**(hereinafter called the "Hospital")**

and

**CUPE LOCAL 48**

**Expires: September 28, 1995**

*07965(05)*

(i)

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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.



### **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****ART 1 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 negotiation, 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 employees; 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 (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of *the* extension. The release or discharge of an employee during the probationary period shall *not* be the subject of a grievance or arbitration.

**9.02 - Definition of Seniority**

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

Seniority will operate on a bargaining unit wide basis.

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**

Unless otherwise provided in the Collective Agreement:

- (a) **It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.**
- (b) **During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.**
- (c) **It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.**

**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.

In cases of promotion requiring higher qualifications or certification the employer shall give consideration to the senior employee who does not possess the required qualifications, but is preparing for qualifications prior to filling of a vacancy. Such employee will be given one month to qualify after the termination of a recognized course in which he is then enrolled preparing for qualifications and if he has not qualified within such month, he will revert to his former position.

It is agreed that successful applicants of the job bidding procedure will not be permitted to apply for any other posted job vacancy for a period of six months, except in the case of promotion to a higher position, This includes such employees who have been granted a trial period and prove unsatisfactory, or are dissatisfied with the new position and return to their former classification.

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

**9.06 - Transfer and Seniority Outside the Bargaining Unit**

Effective for employees transferred *out* of the bargaining unit subsequent to September 28, 1985:

- (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.

**Implementation Note:**

Notwithstanding (b), any employee with bargaining unit seniority who is out of the bargaining unit as of the date of the award and who returns to the bargaining unit within 1 year from the date of the award (June 4, 1996) shall not forfeit their seniority.

**9.07 - Notice and Redeployment Committee**

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:

- (a) Notice
  - (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and
  - (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of layoff, or pay in lieu thereof.

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

**(b) Redeployment Committee**

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

**(i) Committee Mandate**

The mandate of the Redeployment Committee is to:

- (1) identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be performed by the Hospital 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 9.11, 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 HSTAP (the Ontario Health Sector Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

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

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

(iii) Disclosure

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

**(iv) Alternatives**

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

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

**9.08 - Layoff and Recall**

An employee in receipt of notice of layoff pursuant to 9.07(a)(ii) may:

- (a) accept the layoff, or
- (b) opt to receive a separation allowance as outlined in Article 9.11; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.07.

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

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



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

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

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

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

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

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

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

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

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

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

**9.09 - Benefits on Layoff**

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

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

**9.10 - 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 9.07(b)(i):

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

### **9.11 - Separation Allowances**

- (a) Where an employee resigns within **30** days after receiving notice of layoff pursuant to article **9.07(a)(ii)** that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two **(2)** weeks' salary for each year of continuous service to a maximum of **twelve (12)** weeks' pay, and, on production of receipts from an approved educational program, **within twelve (12)** months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand **(\$3,000)** dollars.
  
- (b) Where an employee resigns later than **30** days after receiving notice pursuant to **Article 9.07(a)(ii)** that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four **(4)** weeks' salary, and, on production of receipts from an approved educational program, **within twelve (12)** months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and **fifty (81,250)** 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 changer 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 greeter 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 the 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 such 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 9.07(b)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit."

## **ARTICLE 11 - WORK OF THE BARGAINING UNIT**

### **11.01 - Work of the Bargaining Unit**

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

### **11.02 - Volunteers**

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

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

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **12.01 - Personal Leave**

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

### **12.02 - Union Business**

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

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

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

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

**12.03(a) Full-Time Position with the Union**

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

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

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

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

**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 **doer** 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 coronet's inquest in connection **with a case** arising **from** the employee's duties at the Hospital, the employee shall **not lose** regular pay because of **such attendance** provided that the employee:

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

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

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

#### **12.06 - Pregnancy Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the 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.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### 12.07 - Parental Leave

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

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

An employee 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.
- (g) The Hospital will continue to pay **its** share of the **premiums** of the **subsidized employee** benefits, **including pension**, in **which** the employee is **participating** for a period of up to eighteen (**181**) weeks while the employee **is** on parental leave.
- (h) Subject to **any** changes to the **employee's** status which would have **occurred** had he **or** she not **been** on parental leave, the employee **shall** be reinstated to her former **duties**, on the same shift in the same department, and at the **same** rate of pay.

### **12.08 - Education Leave**

If required by the **Hospital**, an **employee** shall be entitled to leave of **absence** with pay **and 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 **prepaid 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 - SICK LEAVE, INJURY & DISABILITY**

### **13.01 - Medical Care Leave**

- (a) **All employees** who have completed their probationary period will be **allowed sick leave** on the following **basis**, it being understood that sick leave **means the period** of time an employee is permitted to be absent **from work** with regular straight time **rate of pay** because of **sickness** or because of an **accident** for which compensation is not payable under the *Worker's Compensation Act* but not that period of time an employee is absent due to pregnancy.
- (b) During each **year** of employment **regular** full time **employees** covered by this Agreement will **be** allowed for sick leave **1 1/2** (one **and** one-half) **days** for each completed month of service during **the year** concerned. Provided that an employee will **not** be given any **allowance** for sick leave **for** the first day of absence in **the** fourth and succeeding periods of absence **from work** in **any** calendar year.
- (c) Any unused portion of sick leave in any year of employment shall be cumulative up to an aggregate maximum of one hundred and thirty (130) days sick leave, A deduction shall be **made** from accumulated **sick leave credits** for ell days absent **for** sick leave as **defined above**.
- (d) It is understood that sick leave credits do not accumulate while an **employee is** on sick leave.



- (e) Where an employee is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workers' Compensation Act*, the Hospital, on application from, the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits, Where a WCB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue.
- (f) Employees may be allowed to use paid sick leave in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.
- (g) The Employer will pay to the employee or his personal representative fifty percent of his accumulated sick leave, which fifty percent shall not exceed sixty-five days, on normal retirement or death, or after five years of consecutive service, if his employment is terminated for any other reason.
- (h) Employees hired after October 2nd, 1979 must be employed and have completed five (5) consecutive years of service in order to qualify for any and all of the provisions of this clause.

### 13.02 Injury Pay

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

**13.03 - Payroll Deduction for Union Sponsored LTD Plan**

The Hospital will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The Union shall be responsible for ascertaining the wishes of its members in this regard.

**13.04 - Payment Pending Determination of WCB Claims**

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

**ARTICLE 14 - HOURS OF WORK****14.01 - Daily & Weekly Hours of Work**

The standard work day for all employees shall be seven and one-half (7½) hours, exclusive of one-half hour (½) unpaid meal break, and the standard work week shall be thirty-seven and one half (37½) hours. The meal period shall be an uninterrupted period except in cases of emergency.

**14.02 - Rest Periods**

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

**14.03 - Additional Rest Periods**

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

**ARTICLE 15 - PREMIUM PAYMENT****15.01 - Definition of Regular Straight Time Rate of Pay**

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

**15.02 - Definition of Overtime**

All authorized hours worked in excess of seventy-five (75) hours within a two week period covered by the above mentioned schedule of regular hours of work, or in excess of seven and one-half (7 ½) hours per day, shall be paid at one and one-half the employee's regular straight time rate of pay.

**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.

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.

**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) times** 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. (Superior Benefit: Eligibility for shift premium shall be for all shifts commencing between 1100 hours and 0559 hours of the following day) 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 - Number of Holidays**

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

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

**16.02 - Definition of Holiday Pay and Qualifiers**

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

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

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

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

**16.03 - Payment for Working on a Holiday**

If an employee is required to work on any ~~of~~ the holidays set out in the local ~~Appendix~~ the employee ~~shall be~~ paid at the rate of time and one half (1 ½) her regular straight time hourly rate of pay for ~~all~~ hours worked on such holiday subject to ~~Article 16.04~~. In ~~addition~~, if the employee qualifies in accordance with ~~Article 16.02~~ above the employee will receive a lieu day off with pay in the ~~amount of the employee's~~ regular straight time hourly rate of pay times the employee's normal ~~daily~~ hours of work.

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

**16.04 - Payment for Working Overtime on a Holiday**

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

**ARTICLE 17 - VACATIONS**

**17.01 - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment**

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

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

An employee who has ~~completed~~ five (5) years but less than ~~fifteen~~ (15) years of continuous ~~service~~ shall ~~be~~ entitled to four (4) weeks annual vacation, with ~~pay~~.

An employee who **has** completed fifteen **(15) years** but less than twenty-five **(25) years** of **continuous** service shall be **entitled to** five **(5) weeks** annual vacation, with pay.

An employee who **has completed twenty-five (25) years or** more of continuous **service shall be entitled** to six (6) weeks annual vacation, with pay,:

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

### **17.02 - Work During Vacation**

Should an employee **who** has commenced his **scheduled** vacation and agrees upon request by **the Hospital** to return to perform work **during** the vacation period, the employee **shall be paid at** the rate of one and one-half **(1 ½)** times his basic **straight time** rate for all **hours so** worked. **To** replace the originally **scheduled days on** which such **work was** performed, the employee will receive one (1) vacation lieu day off **for** each day on **which he has so worked.**

### **17.03 - Illness During Vacation**

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

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

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

### **17.04 - Bereavement During Vacation**

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

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

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

### **18.01 - Insured Benefits**

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

- (a) The Hospital agrees to pay **100%** of the billed premium towards coverage of **eligible employees** in the **active** employ of the **Hospital** under the **Blue Cross Semi-Private Plan** in effect as of **September 28, 1993** or comparable coverage with another carrier.
- (b) The **Hospital** agrees to contribute **75%** of the billed premium towards coverage of **eligible** employees in the **active employ** of the **Hospital** under the **existing** **Blue Cross Extended Health Care Benefits Plan** in effect as of **September 28, 1993** (as amended below) *or* comparable **coverage with** another carrier providing for **\$15.00** (single) and **\$25.00** (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. **Vision care maximum \$90.00 every 24 months and hearing aide allowance \$500.00 lifetime maximum.**
- (c) The Hospital agrees to contribute **100%** of the billed premium towards **coverage** of eligible employees in the active employ of the **Hospital** under **HCOGLIP** in effect as of **September 28, 1993** or such other group life insurance **plan** currently in effect.
- (d) The **Hospital** agrees to contribute **75%** of the billed premium towards coverage of eligible employees in the active employ of the **Hospital** under the **Blue Cross #9 Dental Plan** in effect as of **September 28, 1993** **or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing** the balance of the monthly premiums are paid by the employee through payroll deducton.
- (e) **The Hospital will** provide equivalent **coverage** to all employees who retire early and have not yet reached age **65** and who are **In** receipt of the **Hospital's** pension **plan** benefits on the same basis **as** is provided to **active** employees for **semi-private**, extended health **care** and dental benefits. The Hospital will contribute the same portion towards the



billed premium of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

### **18.02 Change of Carrier**

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

### **18.03(a) - Pension**

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

### **18.03(b) Retirement Allowance**

Prior to issuing notice of layoff pursuant to article 9.07(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.07(a)(ii).

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

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

### **19.01 - Protective Footwear**

Effective January **1, 1989** and on that date for **each** subsequent calendar year, the Hospital **will** provide **\$35** per calendar year to each full-time **employee** who is required by the Hospital to wear safety **footwear** during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

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

## **ARTICLE 20 - COMPENSATION**

### **20.01(a) - Job Classification**

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

**classifications** in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay. If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by 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.

#### **20.01(b) - Job Descriptions**

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

**20.02 Job Classification (NEW)**

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

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

**20.03 - Promotion to a Higher Classification**

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

**20.04 - Wages and Classification Premiums**

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

"Merit Rates": At the discretion of the Employer increases beyond the rates referred to in this Schedule may be granted on a merit basis.

**ARTICLE 21 - 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 change 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 re-structuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employees shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

**ARTICLE 22 - DURATION****22.01 - Term**

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of **September 28, 1995**. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

**22.02 - Central Bargaining**

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

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

Dated at Owen Sound, Ontario, this 19<sup>th</sup> day of Dec. 1997 *DB BB RS*  
*AWR*  
*G.*

**FOR THE LOCAL UNION**

*[Signature]*  
*[Signature]*  
*P. J. King, V. Ham, Hon. R.M.*  
*News. President*

**FOR THE HOSPITAL**

*[Signature]*  
*[Signature]*  
*Jeanette L. Gouder*  
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**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 for 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*.

**SCHEDULE "A" - Annual Earnings Less Than \$30,000**

<u>Classification</u>	<u>Effective Date</u>	<u>Start</u>	<u>3 mo.</u>	<u>6 mo.</u>	<u>12 mo.</u>	<u>18 mo.</u>
Laundry-Linen Worker	Sep. 29/93	\$12.909	\$13.039	\$13.238		
	Sep. 29/94	\$13.038	\$13.189	\$13.370		
Food Service Worker I	Sep. 29/93	\$13.016	\$13.192	\$13.390		
	Sep. 29/94	\$13.148	\$13.324	\$13.524		
** Lab Aide, Nursing Assistant	Sep. 29/93	\$13.238	\$13.458	\$13.698		
	Sep. 29/94	\$13.370	\$13.593	\$13.835		
** Lab Aide classification eliminated Aug. 26/95						
Food and Environmental Services Worker	Aug. 1/94	\$13.290	\$13.443	\$13.908		
	Sep. 29/94	\$13.423	\$13.577	\$14.047		
Groundskeeper I, Porter/Shipper/Receiver, Food Service Worker II	Sep. 29/93	\$13.543	\$13.790	\$14.009		
	Sep. 29/94	\$13.678	\$13.928	\$14.149		
Material Handler	* Oct. 1996	\$13.700	\$13.833	\$14.570		
Environmental Srv Worker	Sep. 29/93	\$13.564	\$13.696	\$14.426		
	Sep. 29/94	\$13.700	\$13.833	\$14.570		
Washperson	Sep. 29/93	\$14.073	\$14.297	\$14.426		
	Sep. 29/94	\$14.214	\$14.440	\$14.570		
Handyperson	Sep. 29/93	\$14.270	\$14.403	\$14.516		
	Sep. 29/94	\$14.413	\$14.547	\$14.661		
General Srv Worker	• Jun. 1/96	\$13.996	\$14.190	\$14.679	\$14.924	
Cook	Sep. 29/93	\$14.559	\$14.678	\$14.798	\$14.947	
	Sep. 29/94	\$14.705	\$14.825	\$14.945	\$15.096	
Transporter	Sep. 29/93	\$14.159	\$14.406	\$14.648		\$15.132
	Sep. 29/94	\$14.301	\$14.550	\$14.795		\$15.283

\* After Collective Agreement expiry date



**SCHEDULE "A" - Annual Earnings Less Than \$30,000 (Cont'd)**

<b><u>Classification</u></b>	<b><u>Effective Date</u></b>	<b><u>Start</u></b>	<b><u>3 mo.</u></b>	<b><u>6 mo.</u></b>	<b><u>12 mo.</u></b>	<b><u>18 mo.</u></b>
Physio Attendant	Sep. 29/93	\$14.075	\$14.429		\$14.780	\$15.132
	Sep. 29/94	\$14.216	\$14.573		\$14.928	\$15.283
Detox Program Worker	Sep. 29/93	\$14.789	\$14.930	\$15.054		\$15.322
	Sep. 29/94	\$14.937	\$15.079	\$15.205		\$15.475
Driver	Sep. 29/93	\$15.762		\$16.166		
	Sep. 29/94	\$15.920		\$16.348		
SPD Worker	Sep. 29/93	\$15.166	\$15.385	\$15.625		
	Jan. 1/94	\$15.567	\$15.766	\$16.026		
	Sep. 29/94	\$15.723	\$15.944	\$16.186		
Groundskeeper II	Sep. 29/93	\$15.677	\$16.060	\$16.525		
	Sep. 29/94	\$15.834	\$16.221	\$16.690		
Maintenanceperson (w/o 4th)	Sep. 29/93	\$17.117	\$17.293	\$17.471		
	Sep. 29/94	\$17.289	\$17.466	\$17.646		
Registered Practical Nurse	Sep. 29/93	\$16.430	\$16.570	\$16.694		\$16.962
	Jan. 1/94	\$16.959	\$17.099	\$17.223		\$17.491
	Sep. 29/94	\$17.128	\$17.270	\$17.396		\$17.666
	Jan. 1/95	\$17.457	\$17.599	\$17.725		\$17.995
Maintenanceperson (w 4th)	Sep. 29/93	\$17.471	\$17.646	\$17.822		\$18.175
	Sep. 29/94	\$17.646	\$17.822	\$18.001		\$18.357
Carpenter, Maintenance Mechanic	Sep. 29/93	\$17.800		\$18.175		
	Sep. 29/94	\$17.976		\$18.357		
Building Control Operator	Sep. 29/93	\$17.887	\$18.062	\$18.239		\$18.592
	Sep. 29/94	\$18.066	\$18.242	\$18.421		\$18.776
Steamfitter/Plumber, Electrician, Maint. Planner, Refrigeration Mechanic	Sep. 29/93	\$18.179		\$18.635		
	Sep. 29/94	\$18.361		\$18.821		

Lead Hand - \$.15/h premium over immediate, previous classification

\* After Collective Agreement expiry date

**SCHEDULE "B" - Annual Earnings of at Least \$30,000**

<b><u>Classification</u></b>	<b><u>Effective Date</u></b>	<b><u>Start</u></b>	<b><u>3 mo.</u></b>	<b><u>6 mo.</u></b>	<b><u>12 mo.</u></b>	<b><u>18 mo.</u></b>
Laundry-Linen Worker	Sep. 29/93	\$12.781	\$12.910	\$13.107		
	Sep. 29/94	\$12.781	\$12.910	\$13.107		
Food Service Worker I	Sep. 29/93	\$12.887	\$13.061	\$13.257		
	Sep. 29/94	\$12.887	\$13.061	\$13.257		
** Lab We, Nursing Assistant	Sep. 29/93	\$13.107	\$13.325	\$13.582		
	Sep. 29/94	\$13.107	\$13.325	\$13.582		
** Lab Aide classification eliminated Aug. 28/95						
Food and Environmental Services Worker	Aug. 1/94	\$13.158	\$13.310	\$13.770		
	Sep. 29/94	\$13.158	\$13.310	\$13.770		
Groundskeeper I, Porter/Shipper/Receiver, Food Service Worker II	Sep. 29/93	\$13.409	\$13.653	\$13.870		
	Sep. 29/94	\$13.409	\$13.653	\$13.870		
Material Handler	* Oct. 1/96	\$13.430	\$13.560	\$14.283		
Environmental Srv Worker	Sep. 29/93	\$13.430	\$13.560	\$14.283		
	Sep. 29/94	\$13.430	\$13.560	\$14.283		
Washperson	Sep. 29/93	\$13.634	\$14.155	\$14.283		
	Sep. 29/94	\$13.634	\$14.155	\$14.283		
Handyperson	Sep. 29/93	\$14.129	\$14.280	\$14.372		
	Sep. 29/94	\$14.129	\$14.280	\$14.372		
General Srv Worker	* Jun. 1/96	\$13.720	\$13.910	\$14.390	\$14.630	
Cook	Sep. 29/93	\$14.415	\$14.533	\$14.651	\$14.799	
	Sep. 29/94	\$14.415	\$14.533	\$14.651	\$14.799	
Physio Attendant	Sep. 29/93	\$13.936	\$14.286		\$14.634	\$14.982
	Sep. 29/94	\$13.936	\$14.286		\$14.634	\$14.982
Transporter	Sep. 29/93	\$14.019	\$14.263	\$14.503		\$14.982
	Sep. 29/94	\$14.019	\$14.263	\$14.503		\$14.982
Detox Program Worker	Sep. 29/93	\$14.643	\$14.782	\$14.905		\$15.170
	Sep. 29/94	\$14.643	\$14.782	\$14.905		\$15.170

\* After Collective Agreement expiry date

**SCHEDULE "B" - Annual Earnings of at Least \$30,000 (Cont'd)**

<u>Classification</u>	<u>Effective Date</u>	<u>Start</u>	<u>3 mo.</u>	<u>6 mo.</u>	<u>12 mo.</u>	<u>18 mo.</u>
Driver	Sep. 29/93	\$15,606		\$16,026		
	Sep. 29/94	\$15,606		\$16,026		
SPD Worker	Sep. 29/93	\$15,016	\$15,233	\$15,470		
	Jan. 1/94	\$15,545	\$15,762	\$15,999		
	Sep. 29/94	\$15,545	\$15,762	\$15,999		
	Jan. 1/95	\$15,572	\$15,789	\$16,026		
Groundskeeper II	Sep. 29/93	\$15,522	\$15,901	\$16,361		
	Sep. 29/94	\$15,522	\$15,901	\$16,361		
Maintenanceperson (w/o 4th)	Sep. 29/93	\$16,948	\$17,122	\$17,298		
	Sep. 29/94	\$16,948	\$17,122	\$17,298		
Registered Practical Nurse	Sep. 29/93	\$16,267	\$16,406	\$16,529		\$16,794
	Jan. 1/94	\$16,796	\$16,935	\$17,058		\$17,323
	Sep. 29/94	\$16,796	\$16,935	\$17,058		\$17,323
	Jan. 1/95	\$17,411	\$17,550	\$17,673		\$17,938
	* Jan 1/96	\$17,468	\$17,607	\$17,730		\$17,995
Maintenanceperson (w 4th)	Sep. 29/93	\$17,298	\$17,471	\$17,646		\$17,995
	Sep. 29/94	\$17,298	\$17,471	\$17,646		\$17,995
Carpenter, Maintenance Mechanic	Sep. 29/93	\$17,624		\$17,995		
	Sep. 29/94	\$17,624		\$17,995		
Building Control Operator	Sep. 29/93	\$17,710	\$17,883	\$18,058		\$18,408
	Sep. 29/94	\$17,710	\$17,883	\$18,058		\$18,408
Steamfitter/Plumber, Electrician, Maint. Planner, Refrigeration Mechanic	Sep. 29/93	\$17,999		\$18,450		
	Sep. 29/94	\$17,999		\$18,450		

Lead Hand - \$.15/h premium over immediate, previous classification

\* After Collective Agreement expiry date

**APPENDIX OF LOCAL ISSUES****ARTICLE A - 1 RECOGNITION**

**A 1.01** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dietitians, student dietitians, school students, technical personnel, supervisors, persons above the rank of supervisor, medical social workers, clerical workers, ward clerks and persons regularly employed for not more than twenty-four hours per week. For the purpose of clarity, the term technical personnel comprises physiotherapists, occupational therapists, psychologists, electroencephalographists, electric shock therapists, laboratory, radiological, nuclear medicine, pathological, respiratory technology, and cardiology technicians.

**ARTICLE A - 2 RELATIONSHIP**

**A 2.01** The Union agrees that any employee defined in Article A-1 of this Agreement may exercise or may refrain from exercising his right to become a member of the Union.

**A 2.02** The Employer agrees to deduct from the earnings of each employee defined in the agreement commencing the first of the month following the date of hire, the current monthly dues as established from time to time, whether a member or non-member and remit the same to the Treasurer of the Union monthly, accompanied by a list of names of those from whom dues have been deducted.

**ARTICLE A - 3 RESERVATION OF MANAGEMENT RIGHTS**

**A 3.01** The Union acknowledges that it is the exclusive function of the Employer:

- a) to manage and direct ~~its operations~~ and affairs in all respects and without limiting or restricting that function except that the ~~exercise~~ by the Employer of ~~its rights~~ and functions shall not be contrary to the express ~~provisions~~ of any other Article of this Agreement;
- b) to ~~maintain~~ order, ~~discipline~~ and ~~efficiency~~;
- c) to ~~determine~~ the number and ~~location~~ of the hospital establishments, ~~the services~~ to be tendered, the ~~methods~~, the work procedures, the ~~kinds~~ and ~~locations~~ of ~~machines~~, tools, Instruments and equipment to be used, to ~~select~~, control and direct ~~the use~~ of ~~all materials~~ required ~~in~~ the ~~operation~~ of ~~the~~ Hospital, to schedule the work and services to be provided and performed and to make, ~~alter~~ and enforce regulations governing ~~the use~~ of materials, equipment and services as ~~may~~ be deemed necessary in the interests of ~~the~~ safety and well being of the ~~Hospital~~ patients and ~~the public~~;
- d) to ~~make~~, alter and enforce ~~rules~~ and regulations to be observed by the employees and ~~not otherwise~~ contrary to this Agreement; however, ~~such rules shall not be~~ ~~discriminatory~~ and shall be made available to ~~the employee~~ or ~~the~~ Union Representative upon ~~request made~~ to the Supervisor. ~~The Hospital Will provide the~~ Union ~~with~~ a copy of any ~~written~~ ~~policy~~ changes pertaining to employees covered under ~~this~~ agreement.
- e) to ~~hire~~, ~~retire~~, ~~classify~~, direct, promote, transfer, discipline, ~~suspend~~ and ~~discharge~~ employees, to assign employees to ~~shifts~~ and to ~~increase~~ or decrease working force and hours, providing that a claim of improper classification or ~~claim~~ of ~~discriminatory~~ promotion, demotion, transfer, ~~discipline~~ or suspension and/or a claim by an employee that he ~~has~~ been discharged ~~without~~ ~~reasonable~~ cause, ~~may~~ ~~become~~ the ~~subject~~ of a grievance and ~~be~~ dealt with as hereinafter provided.

**A 3.02** The Employer ~~agrees~~ that the above rights shall not be exercised in a manner that ~~is inconsistent~~ with the terms of this Collective Agreement.

**ARTICLE A - 4 LOCAL BARGAINING COMMITTEE**

**A 4.01** The Local Bargaining Committee will consist of not more than three ~~(3)~~ employees. There shall not be ~~more~~ than ~~one~~ employee from any ~~one~~ department in any unit,

**ARTICLE A - 5 STEWARDS**

**A 5.01** The Employer acknowledges the right of the Union to appoint or otherwise select not more than fifteen (15) Stewards. It shall be ~~the~~ responsibility of the Union to supply ~~the Employer~~ with the names of the Stewards ~~as selected~~ within a reasonable time.

**ARTICLE A - 6 GRIEVANCE COMMITTEE**

**A 6.01** The Employer acknowledges the right of the Union to appoint or otherwise ~~select~~ a Grievance Committee, which shall be comprised of not more than four members. It shall be the responsibility of the Union to supply ~~the Employer with the names of the members~~ of the Grievance Committee within a reasonable time.

**ARTICLE A - 7 QUALIFICATIONS OF STEWARDS AND COMMITTEE MEMBERS**

**A 7.01** It is mutually agreed that an employee will not be eligible to ~~serve as a~~ Steward, ~~or as a member of Committees, unless~~ he is a member of Local 48, Canadian Union of Public Employees.

**ARTICLE A - 8 SENIORITY LIST**

**A 8.01** A copy of the seniority list shall be posted on all Union bulletin boards January 31st of each year and a copy sent to the secretary of the local union.

**A 8.02 Notification of Newly Hired Employees**

The employer will advise the president of the Union in writing of all newly hired employees and employees transferred into the bargaining unit within five (5) days.

**ARTICLE A - 9 TRANSFER OF SENIORITY AND SERVICE OUTSIDE THE BARGAINING UNIT**

**A 9.01** The effective date referred to in Article 9.06 is September 28, 1985.

**ARTICLE A - 10 HOURS OF WORK, SCHEDULES, AND RELATED CONDITIONS**

- A 10.01**
- a) The following provisions designating hours on a dally shift and regular daily shifts over the Employer's schedule shall not be construed to be a guarantee of the hours of work to be done on each shift during each shift schedule.
  - b) A schedule of regular hours of work will be established and maintained on the basis of seventy-five (75) hours of work over a two (2) week period to enable days off to be allocated consecutively wherever practicable. The Employer shall arrange the schedule of regular hours of work to allocate each employee every third weekend off, and will endeavour to schedule every other weekend off. In so far as it is practicable to do so, for those employees who are presently scheduled off every second weekend, the practice will continue.
  - c) Scheduled hours of work and days off shall be posted at least two (2) weeks in advance. In case of change in the posted shift at the request of the Hospital with less than sixteen (16) hours notice, the employee affected shall be paid overtime rate for the first shift of the new schedule. Such premium shall not apply when the change is requested by an employee and consented to by the Hospital.
  - d) Employees shall rotate through no more than two (2) shifts (eg. Day/Evening or Day/Nights).

- e) Advance requests for **specific** days off shall be submitted, in writing, to **the** Supervisor at least **two (2)** weeks in **advance** of the day requested except in **cases** where it is not practicable to **do so**. **The supervisor will reply** in writing to such request within seven (7) days of **receiving** such request.
- f) Requests for exchanges in **posted** schedules must be submitted in **writing and co-signed** by the **employee** willing to exchange days or **tours** of duty.
- g) **When an employee** is required to and does work for four or **more hours** of overtime **prior to or after his normal** shift, he shall be **provided with** a hot **meal** or four dollars (**\$4.00**) if the **Hospital is unable to provide the meal or has** been unable to schedule a meal break during the overtime **period**.

**A 10.02** When an **employee is** required to change **shifts**, sixteen (16) **hours shall** be allowed to change **shifts**, except for employees **working** in Nutrition and Food **Services**, where the **period shall** be twelve (12) hours. If, however, an **employee is** required to report on a second **shift** in any less **time than sixteen (16) hours, after finishing the first** shift, the employee will be paid at **overtime rates** for the **period worked before the sixteen (16) hours time allowed for shift change has expired**.

**A 10.03** **The following provision shall apply to** employees entitled to reporting pay under Article 15.05:

Transportation is to **be** provided for the return trip to **the** employee's residence **if** the employee's regular method of **transportation is** unavailable.

**A 10.04** **Adverse Weather Conditions**

In **the** event of **adverse weather conditions, and** the **employee is** unable to report for **duty**, the employee shall have **the right** to use accumulated lieu days, vacation days, or a **leave of** absence without pay.

**A 10.05** **Travel Expenses**

The employer **will** pay for **pre-approved** reasonable travel expenses incurred on hospital **business as** provided for in the Administration and Personnel Policies **of the Hospital**.



**A 10.06 Clean Up Time**

Employees who handle contaminated waste or bio-hazardous waste as identified below, shall be given a five (5) minute clean up time prior to the conclusion of his or her shift.

The employees entitled to the clean up time are:

1. Transporter assigned to waste pick-up and disposal
2. SPD Aide assigned to decontamination duties.
3. Washperson assigned to unload contaminated laundry.

**A 10.07 Off Duty Telephone Response**

The parties agree that employees in the Department of Engineering Services will be paid at one and one-half (1-1/2) times their regular rate of pay for all hours spent on telephone consultation with the Health Centre during off duty time, provided the procedure for "Priority of Calls" is followed as outlined in the Departmental Policy and Procedure Manual.

The employees will record the amount of time spent in such telephone consultation and submit claims to the Director of Engineering Services for approval.

**ARTICLE A - 11 SICK LEAVE**

**A 11.01** Any employee who, because of injury or sickness, is unable to report for work, must notify the Department Supervisor or designate at least two (2) hours prior to the start of the shift except in emergency situations and in the case of absence for more than three (3) working days because of injury or illness, the employee will, if requested to do so, provide a doctor's certificate certifying that such employee is unable to carry out his duties due to such cause.

**A 11.02** The Employer agrees to provide the Secretary Treasurer of the Union annually with a list showing the accumulated sick leave credits of each employee in the bargaining unit.

**A 11.03** Where, for reasons of health, an employee is frequently absent or unable to perform his duties, the Hospital may require him to submit to a medical examination (at the expense of the Hospital).

**A 11.04** Employees are **required** to **notify their** Supervisor **or** designate the day before they return to work from an **injury** or **illness**.

### **ARTICLE A -12 PAID HOLIDAYS**

**A 12.01** The following **holidays** shall be observed **for** which the employee **shall** receive **his** regular **straight** time rate of **pay provided** such employee **works his** regular **scheduled** shift preceding and following **the** holiday, **unless** absent **due** to **illness** or **injury** that **occurred** during **the** pay period **in** which the **holiday falls or** on a **Union** Leave of Absence granted under Article **12.02** of the **Collective** Agreement.

New Year's Day	<b>Civic Holiday</b>
2nd <b>Monday</b> in February	<b>Labour Day</b>
(or <b>Heritage</b> Day if so proclaimed)	
<b>Good Friday</b>	<b>Thanksgiving Day</b>
<b>Easter Monday</b>	<b>Remembrance Day</b>
Victoria Day	Christmas Day
Canada <b>Day</b>	Boxing Day

**A 12.02** Where a regular **shift commences** the night prior to a designated holiday and **continues into** the holiday, or **where a regular shift commences** on the designated holiday and **continues into** the **next** day, the employee shall be paid for work performed as follows:

- 1) Where the majority of hours worked fall **within** the holiday **all hours** worked in the shift **shall** be for payment purposes, considered to **be** the holiday.
- 2) Where the majority of hours worked fall **outside** the holiday, all hours worked in **the** shift shall be paid at straight **time** rates.

**A 12.03** When a **paid holiday falls** on an employee's day off, he **shall be** granted an **additional** day off without pay or in accordance with A **12.05**

**A 12.04** In the event that one of **the holidays** listed above fails within an employee's **vacation** period, **such vacation** shall be **extended** by one day or in accordance with Art. **12.05**.

**A 12.05** Notwithstanding ~~the~~ foregoing ~~provisions~~ if a holiday falls during their vacation ~~period or scheduled~~ days off, an additional day off with pay at ~~the employee's straight time rate of~~ pay ~~may be provided~~ on a day to be arranged ~~between~~ the employee and the Employer or may be added to ~~said employee's accumulation of days provided in Article 16.03~~ herein.

**A 12.06** An employee who is entitled to a **lieu day off with pay** under the provisions of Article 16.03 may elect either of the following:

(a) holiday pay; or

(b) a **lieu day off at his straight time rate of pay to be taken** on a day to be mutually **arranged between the employee** and his supervisor. The **employee may** accumulate to a **maximum of three (3) lieu days**.

The **employee must notify the employer no less than two (2) weeks prior to the holiday of** his desire to have the **time** off in lieu of the holiday.

#### **ARTICLE A - 13 VACATIONS**

- A 13.01**
- a) **It is agreed and** understood that on the granting of vacation time off, that an employee **entitled to two** weeks vacation or more shall be **entitled to receive two consecutive weeks** vacation and the remaining number of **weeks may** not necessarily be **continuous**.
  - b) The **employer shall give** every consideration to accommodate the **wishes of** the employees with respect to their choice of **vacation time off subject to the efficient operation of the Hospital**. Such consideration shall not be **exercised** in an **arbitrary** manner.
  - c) Employees **will** be given preference **with** respect to their vacation periods in accordance with **seniority**.
  - d) **Employees** are required to **submit to their Department Head, an a form provided by the Hospital, by April 1st, their request** for vacation Leave. Vacation **schedules shall be posted by May 31st**. **Employees will** be advised of approval or **otherwise in writing** within a **reasonable period of time**. Any revision of the schedule **affecting an individual employee** will be done in consultation with the employee **so affected**.

If no preference is submitted by the employee prior to April 1st, the supervisor will consult with the employee in an effort to mutually agree on the vacation allotment. This process must be completed by April 30th, or the supervisor may then allot vacation for the employees at the supervisor's discretion.

Except as provided for in Article A-13.01 (f), for the purpose of scheduling vacation entitlement, the vacation year shall be from January 1 to December 31.

- e) For the purpose of an extended vacation, an employee may carry over from one vacation year to the next, a maximum of one week of vacation at the rate of pay such employee was receiving when the week to be carried over was earned.

The provision of this clause is only applicable when an employee submits the request for the extension in accordance with clause d) above.

- f) An employee who becomes entitled to an additional week of vacation by virtue of having completed 2, 5, 15 or 25 years of continuous service during the vacation year, shall submit their request for the additional entitlement which shall be approved in accordance with Article A-13:01(d); however, such vacation is to be taken within one (1) year following the service anniversary date.

#### **ARTICLE A - 14 PAY**

- A 14.00 It is agreed that pay day shall be every second Friday at 11:30 am. If a pay day falls on a holiday, employees shall be paid on the day previous.

#### **ARTICLE A - 15 NOTICE OF TERMINATION OF EMPLOYMENT**

- A 15.00 An employee who voluntarily quits his employment must provide his immediate supervisor or designee with a notice in writing of his intention to quit unless due to reason(s) beyond his control and which reason(s) is provided not later than two weeks prior to the date of quit. Failure to comply with provision will absolve the employer from payment of

**vacation benefit** to said employee except as required by the *Employment Standards Act*.

#### **ARTICLE A - 16 LEAVES OF ABSENCE**

- A 16.01** Any such request shall be in writing on the "Request for Adjustment to Work Schedule" form available in each department.
- A 16.02** In the case of unpaid approved absences in excess of thirty calendar days, an employee may arrange with the Employer to prepay the full premium of the subsidized employee benefits for the entire period of the leave to ensure coverage.
- A 16.03** For the purpose of Article 12.02, Union Business, the cumulative total leave of absence in any one calendar year shall not exceed sixty (60) days, the number of employees absent at any one time shall not exceed five (5), with no more than two (2) from any one department or unit and no leave of absence shall exceed five (5) consecutive working days.

#### **ARTICLE A - 17 BULLETIN BOARDS**

- A 17.01** The Employer shall provide space for bulletin boards which the Union shall have the right, subject to the approval of the Director of Human Resources, to post notices of meetings and such other notices as may be of interest to the employees.
- A 17.02** It is agreed that space for such bulletin boards shall be made available in the Rehabilitation and Chronic Care arm, Laundry and the main building, the Non Medical Detoxification Unit and Addiction Day Treatment Centre, in a location specified by the employer. The use of such bulletin boards will be restricted to the posting of the Union notices provided for above.
- A 17.03** A box shall be attached on or in the area of all Union bulletin boards to hold union newsletters.

**ARTICLE A - 18 FOOD**

**A 18.01** The Employer shall permit employees to carry lunches and use the cafeteria facilities so long as no violations of usual sanitary conditions be occasioned thereby.

**ARTICLE A - 19 UNIFORMS**

**A 19.01** Where the Employer requires an employee to be in uniform, four (4) uniforms will be supplied and laundered by the Employer.

**ARTICLE A - 20 BENEFITS**

**A 20.01** The Employer agrees to contribute on behalf of the employees:

- i) seventy-five percent (75%) of the cost for eligible benefits to employees working regularly more than 24 hours and not greater than 28.08 hours per week;
- ii) eighty-five percent (85%) of the cost for eligible benefits to employees working regularly more than 28.08 hours and not more than 31.53 hours per week.
- iii) one hundred percent (100%) of the cost for eligible benefits to employees working regularly more than 31.53 hours per week.

The eligible benefits for this category are sick leave and Statutory Holidays.

**A 20.02** The Employer agrees to contribute on behalf of each eligible employee working regularly in excess of 24 hours per week and covered by the Collective Agreement, a percentage (as specified in the following table), of the present billed premium under Blue Cross Extended Health Care Plan consisting of fifteen dollars (single) and twenty-five dollars (family) deductible (no co-insurance) subject to the Carrier's requirements as to the minimum enrolment, provided the balance of the monthly premium is paid by the employee through payroll deduction

- i) fifty-six (56%) of such premium for employees working regularly more than 24 hours and not greater than 28.08 hours per week;

- ii) **sixty-four percent (64%)** of such **premium** for **employees** working **regularly more** than **28.08** hours and not more than **31.53** hours per week;
- iii) **seventy-five** percent (75%) of such premium for employees working regularly more than **31.53** hours per week.

**ARTICLE A - 21 LOCKERS**

**A 21.01** Every **employee** will be **issued** with an **individual** locker and a lock which will be **used** for the **purpose** of **storing** personal clothing and belongings. **Locks** must be left on the lockers on **termination** of employment. **Employees** requiring special consideration may request approval **from** the Human **Resources Department** to **use** the **employee's** lock with a key provided a duplicate copy of the key is given to the Hospital. Such approval shall not be unreasonably withheld.

**ARTICLE A - 22 LEAVE TO RESPOND TO COMMUNITY EMERGENCY FIRE SERVICE**

**A 22.01** An **employee** who **is** a member of a **Community** Emergency Fire Service may apply in writing to their **supervisor** for approval to **carry a pager** provided by such **Community Emergency Fire Service** and leave work to respond to an emergency **fire** call, provided that they have the **permission** of their **supervisor** for each call. Approval will only be granted where it will not be **in** conflict with the **operations** of the Hospital. Approval will not be unreasonably withheld. **The** employer **will** not be responsible for any wages, workers' compensation benefits or other **costs** resulting from the **employee** leaving the Hospital to respond to an emergency fire **call**.

**ARTICLE A - 23 RPN REGISTRATION**

**A 23.01** A Registered **Practical** Nurse (RPN) **is** required to **present** to the Director of **Nursing** or her **designate** before **February 15th** of each year a current **certificate** of competence. Such time shall **be** extended for **satisfactory** reasons. Failure to provide **the** Director of **Nursing** with the certificate before **February 15** will result in **the** **employee** being **reclassified** to a **Nursing Assistant** until such time as the **certificate is submitted**.

**A 23.02 RPN SKILL UTILIZATION**

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

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

**ARTICLE A - 24 FOOD SERVICE AIDE II**

A 24.01 Duties of salad and sandwich preparation, cafeteria duties, and nourishment preparation will be paid at the salary classification of Food Service Aide II.

**ARTICLE A - 25 OCCUPATIONAL HEALTH AND SAFETY****A 25.01 - Health & Safety Committee**

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees,
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety program and recommend actions to be taken to improve conditions related to safety and health,
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.



- (e) **Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.**
- (f) Any representative appointed or **selected** in accordance with (b) **hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.**
- (g) **The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.**
- (h) Pregnant employees **may** request to **be transferred** from their current duties if, in the professional **opinion** of the employee's physician, the pregnancy **may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.**
- (i) Where **the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.**
- (j) The Hospital accepts that one CUPE member who is to **serve on the Joint Occupational Health and Safety Committee will be selected among those to be trained as certified workers under the Occupational Health and Safety Act, Any costs associated with the initial training of a certified worker will be paid by the Hospital, or as may be prescribed pursuant to the Occupational Health and Safety Act.**

#### **A 25.02 Modified Work**

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

The Hospital will notify the local union of the names of **any** employees represented by the union who are off work **as** a result of work related injury.

When it ~~is~~ **medically** determined that an employee **is unable** to return to the full duties of his ~~or~~ her position because of **disability** the hospital **will meet with** the National Representative and a representative of the Local Union to ~~discuss~~ the **circumstances surrounding** that employee's return to suitable work,

**A 25.03 Safety Footwear**

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

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

**ARTICLE A - 26 UNION LIST OF ADDRESSES**

**A 26.01** The Hospital will provide the Union with a list of addresses for the membership **within 30** days of this award and every April **1<sup>st</sup>** thereafter unless an employee notifies the **Employer** in **writing** that **he/she does not wish that** his/her address be made known to the Union. It is agreed that the initial **set-up** cost (estimated to be between **\$200 - \$400**) will be **paid** by the Union. In **addition**, the cost of producing said list **each** year will be paid by the Union.

**ARTICLE A - 27 VIOLENCE IN THE WORKPLACE**

**A 27.01** The parties recognize that employees may **be** exposed to unwanted behaviour from others in the workplace and that such behaviour may **result** in injury **and/or** emotional distress to an employee.

The Hospital agrees to continue **its** development of explicit policies and procedures to **deal** with such **situations** and shall **submit such** policies to the Joint Health **and** Safety Committee for review.

The Joint Occupational Health and Safety Committee shall concern itself with those matters and shall make such recommendations as it deems appropriate.

**LETTER OF UNDERSTANDING**

**between**

**GREY BRUCE REGIONAL HEALTH CENTRE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

In the matter of **Compressed Work Week (Longer Daily Shifts)**

1. Provided a **workable schedule** *can* be approved, a compressed work week shall be introduced into any unit when:
  - a) **Eighty percent (80%) of the employees in the unit or department so indicate by secret ballot; and**
  - b) ***the Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonably arbitrary manner.***
  
2. A compressed work week may be discontinued in any unit when:
  - a) **Fifty percent (50%) of the employees in the department so indicate by secret ballot; or**
  - b) **the Hospital, because of:**
    - i) **adverse effects on patient care,**
    - ii) **inability to provide a workable staffing schedule,**
    - iii) **the Hospital wishes to do so, for other reasons which are neither unreasonable nor arbitrary,**

***states* its intention to **discontinue the compressed work week in the** schedule,**
  
3. When **notice of discontinuation is given by either party in accordance with paragraph (2) above, then:**
  - (a) **The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and**

- (b) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
4. The following regulations shall govern the scheduling of work for employees working a compressed work week:
- (a) The Employer shall ensure each employee every second weekend off. A weekend is deemed to be a minimum of a Saturday and a Sunday.
  - (b) Employees will **not** be required to work more than four (4) consecutive days.
  - (c) All other scheduling regulations which apply to employees working the regular daily shifts as provided in Article A-10, except A-10.01(d) and A-10.02.

**Terms of Reference**

For employees working extended shifts, a regular *shift* shall be comprised of 11.25 paid hours.

**Meal Breaks and Rest Periods**

There will be one (1) thirty (30) minute unpaid meal break, two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute meal break, fifteen (15) minutes of which shall be paid and fifteen (15) minutes unpaid.

**Overtime**

All authorized hours worked in excess of seventy-five (75) hours within a two week period averaged over the schedule, or in excess of 11.25 hours per day, shall be paid at the rate of one and one-half times the employee's regular straight time hourly rate.

**Shift Premium**

Any shifts commencing at or after 1500 hours until 0700 hours qualify for the shift premium.

**Vacation**

In order to balance paid vacation hours, standard (7.5 hour) shifts may be included. Employees working a compressed work week are entitled to paid vacation on the basis of one week is equal to thirty-seven and one-half (37 1/2) hours.

**Paid Holidays**

Employees on the extended shift shall have the equivalent of twelve (12) standard (7.5 hour) statutory holidays. A lieu day off shall be a standard (7.5 hour) day.

**Bereavement Leave**

An employee shall be granted up to three (3) consecutive days off without loss of regular pay for the scheduled hours.

**Probationary Period**

Any employee who has completed 30 extended shifts or 337.5 hours shall be considered to have completed their probationary period.

**Sick Leave**

An employee working extended shifts who is absent due to sickness shall be reimbursed according to the amount of hours lost from the scheduled hours in the shift and in accordance with the collective agreement.

Dated at Owen Sound, Ontario 16th April 1987.

Amended at Owen Sound, Ontario .....19<sup>th</sup>.....of .....JANUARY.....1997<sup>?</sup>.....

*DB*  
*DB*  
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FOR THE UNION

FOR THE HEALTH CENTRE

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**LETTER OF UNDERSTANDING**

between

**THE GREY BRUCE REGIONAL HEALTH CENTRE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

The parties agree that in establishing a new classification of **FOOD SERVICE/ENVIRONMENTAL SERVICES WORKER** the following guidelines apply:

1. The wage rate is determined by averaging the wage rates of the Food Service Worker I and the Environmental Services Worker, giving the following rate:

	Start	3 months	6 months
Effective Aug. 1/94	\$ 13.158	\$ 13.31	\$13.77

2. Successful applicants to the posted vacancies will work in Environmental Services and Nutrition and Food Services and at no time will exceed a 60-40% split in hours between departments.
3. Current incumbents in the classifications of Food Service Worker or Environmental Services Worker will not be assigned to work the schedule of this new classification.
4. The new classification will be given a trial period of one year, beginning August 1, 1994. On August 1, 1995, the position will be made permanent if mutually agreed.

Signed at Owen Sound, Ontario, this 12th day of July, 1994.

Renewed at Owen Sound, Ontario this 19<sup>th</sup> day of JANUARY, 1997.8

*DB  
J. King  
P. W. H.  
G*

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*M. King*  
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*Christine*  
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*Janifer L. Londer*

**FOR THE UNION:**  
 \_\_\_\_\_  
*David Paul*  
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*Prudencia W. Hamilton*  
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*Ilene, President*  
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*[Signature]*