

A.A.H.P.

SOURCE	Hospital
EFF.	860401
TERM.	9/03/31
No. OF EMPLOYEES	50
NOMBRE D'EMPLOYÉS	50

COLLECTIVE AGREEMENT

between

HUMBER MEMORIAL HOSPITAL

and

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO

Expiry Date: March 31, 1991

FEB 12 1991

0916701

ALPHABETICAL INDEX

<u>ARTICLE</u>	<u>NAME/SUBJECT</u>	<u>PAGE</u>
25.02	Adoption Leave	22
-	APPENDIX A - Wage Rates	29
10.	Association Dues	8
6.	Association Responsibilities	4
27.	Bereavement Leave	26
12.	Conditions of Employment	12-13
12.05	-Membership of Prof. Assoc.	12
26.	Court Attendance	25
2.	Definitions	1-2
22.	Designated Holidays	19-20
15.	Discipline	15
29.	Earned Benefits	28-29
24.01	Educational Leave	20
11.	Grievance and Arbitration	8-11
13.	Hours of Work	14
19.	Job Posting	17-18
17.	Layoff and Recall	16-17
24.	Leave of Absence	22-23
31.	Management/Association Meetings	30
4.	Management Functions	3
25.01	Maternity Leave	24-25
5.	New Classifications	4
7.	No Discrimination	5
3.	No Strike/No Lockout	2-3

14.	Overtime and Callback	14-15
-	PART - TIME EMPLOYEES Addendum	32
32.	Pay Equity	32
28.	Pre-Paid Leave	26-28
1.	Purpose	1
2.	Recognition	1-2
9.	Representation	7
9.01	-Grievance Committee	6
9.03	-Negotiating Committee	6
21.	Responsibility Allowance	19
20.	Salaries and Wages	18-19
20.02	-Claim for Recent Experience	17
8.	Seniority	5-6
8.01	-Probation	5
8.06	-Temporary Employees	6
23.	Sick Leave and L.T.D.	21-22
18.	Staffing Changes (Promotions)	17
33.	Term	30
31.05	-Retroactivity	31
16.	Termination of Employment	16
30.	Vacation	29
	Letter of Understanding (Sick Plan)	34-36
	Letter of understanding (Pharmacy)	
	Letter of Understanding (HOOPP/% in lieu)	
Appendix A	Wage Scales	37-38

COLLECTIVE AGREEMENT

between

HUMBER MEMORIAL HOSPITAL ASSOCIATION
(hereinafter called "the Hospital")

and

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO
(hereinafter called "the Association")

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Hospital and the Association and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work **and** wages for **all** employees within the bargaining unit.

ARTICLE: 2 - RECOGNITION

- 2.01 The Hospital recognizes the Association **as** the sole and exclusive bargaining agent for all paramedical employees such as Pharmacists, Physiotherapists, Occupational Therapists, Speech Language Pathologists, Audiologists, Social Workers, Psychologists, Psychometrists, Kinesiologists, Rehabilitation Assistants, Dietitians, and Medical **Records** Librarians, in the Hospital, save and except students, supervisors, persons above the rank of supervisor and persons covered by subsisting collective agreements.
- 2.02 (a) "Employee" means an employee of Humber Memorial Hospital for whom the Association is the recognized collective bargaining agent.
- (b) "Part-time Employee" means an employee of Humber Memorial Hospital regularly employed for not more than twenty-four **(24)** hours per week.
- (c) Temporary Employees:
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, or to perform a special non-recurring task. This term may be extended a further **six**

(6) months on mutual agreement of the Association, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be **subject** of a grievance or arbitration.

This clause does not preclude such employees from using the job posting provision under the collective agreement.

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

2.03 "Executive Director" means Executive Director of Humber Memorial Hospital.

2.04 Masculine and Feminine:

Whenever the feminine pronoun is used in this collective agreement, it includes the masculine pronoun where the context so requires. Where singular is used it may also be deemed to mean plural.

2.05 "Supervisor" or "immediate supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

2.06 "Student" in Article 2.01 shall mean any student employed for the vacation period or as a part of their formal university training.

ARTICLE 3 - NO STRIKE/NO LOCKOUT

3.01 As members of the Association believe, as a matter of professional ethics that patient care is their primary concern, and in view of the orderly procedure provided herein for the settling of grievances, and following the signing of this agreement, the employer and the Association agree that the employer shall not cause or direct any lockout of its employees, and the Association agrees that there shall be no strike or other collective action which would stop, curtail or interfere with the **work** or operation of the employer during the term of this agreement. The Association further agrees that if such collective action takes place, it will repudiate it forthwith, and require its members to return to work. The employer agrees to repudiate any such actions on the part of its staff which may be considered discriminatory or in the nature of a lockout forthwith. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

3.02 In the event that any other union or Association or organization should engage in a strike or other unlawful withdrawal of services from the Employer and establish picket lines or engage in other tactics designed to prevent members of the Association or employees of the Employer from discharging their obligation to the patient, the Employer agrees to provide such police or other protection as may be necessary in order to protect employees covered by this agreement in the legitimate discharge of their obligation to patients placed in the care of the employer. The Employer further agrees not to request employees or members of the Association to engage in activities, in such circumstances, which may place them in violation of their codes of professional ethics.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01 The Association recognizes that **the** management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing the Association acknowledges that it is **the** exclusive function of **the** Hospital to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be subject of a grievance and dealt with as hereinafter provided;
 - (c) Determine in **the** interest of efficient operation and highest standard of service job rating or classification, the hours of work, work assignments, methods of doing the work and working establishment for the service;
 - (d) Generally to manage the operation that **the** Hospital is engaged in and without restricting the generality of the foregoing to determine the **number** of personnel required, methods, procedures and equipment in connection therewith;
 - (e) make and enforce and alter from time to time rules and regulations to **be** observed by the employees not inconsistent with the provisions of this Agreement.
- 4.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - NEW CLASSIFICATIONS

5.01 If during the term of **this** agreement a **new** classification is created, the Hospital agrees to provide the Association with a job description for the new classification and the rate of pay for it before the classification is posted. If the Association disagrees with the rate of pay it shall request a meeting within ten (10) days after receipt of notice to endeavour to negotiate a mutually satisfactory **salary** scale for such classification. 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 on a rate, the matter may be submitted to Arbitration for resolution.

ARTICLE 6 - ASSOCIATION RESPONSIBILITIES

- 6.01 The Association agrees that there will be no intimidation, interferences, restrictions or coercion exercised or practiced by any of its members or representatives on an employee because of his membership or non-membership in the Association and no Association activity or meetings on Hospital premises except as otherwise provided in this collective agreement unless specific permission is granted by the Director of Personnel or his designate.
- 6.02 The Association shall keep the Hospital notified in writing of the names of its officers and the staff representatives and their alternates, and the name or names of its other authorized representatives and their respective date of appointment, as well as their mailing addresses.
- 6.03 (a) The Association shall have the privilege of using a notice board located in a mutually agreeable location, provided all bulletins or notices **are** signed by the President or any authorized signing officer of the Association with a copy to the Director of Personnel. It will be the responsibility of the Association to post **and** clear notices to and from the board.
- (b) The Association shall have access to bulletin boards within individual departments on which to post notices. It is agreed that **the** posting requirements of **6.03(a)** shall apply.
- 6.04 During the probation period, an officer of the Association or representative shall be allowed a reasonable period of time within regular working hours to interview such employees and to discuss the benefits and duties of Association membership and responsibilities to the Association and Hospital.

6.05 The Hospital agrees to supply the Bargaining Unit Representatives with written notice of the name, classification and commencement date of each employee within one (1) month of such commencement date.

ARTICLE 7 - NO DISCRIMINATION

- 7.01 (a) It is agreed that there shall be no sexual harassment nor any discrimination, interference, restriction or coercion exercised or practised with respect to any employee by either party by reasons as listed in the Human Rights Code as amended from time to time nor by reason of her membership or activity in the Association.
- (b) Sexual harassment shall be defined as any conduct, comment, gesture or contact of a sexual nature that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

ARTICLE 8 - SENIORITY

- 8.01 "Length of Service" is defined as that fixed continuous period of time from commencement to termination of employment with the Hospital. All employees shall be on probation for a period of three continuous calendar months of employment. If retained after the probationary period each employee's seniority shall be effective from the original date of employment. The discharge of a probationary employee shall not be subject to grievance.
- 8.02 The original probationary period may be extended a maximum period of two (2) months with the mutual agreement of the Hospital and the employee concerned with written notification to **the** Bargaining Unit Representative.
- 8.03 Seniority lists shall be established for all employees who have completed their probationary period based on each employee's date of last hire. A copy of the seniority list will be supplied to the Association upon request.
- 8.04 Seniority rights and an employee's employment shall be deemed to have been terminated if she:
- (a) leaves of her own accord;
 - (b) is discharged and the discharge is not reversed through the Grievance and Arbitration procedure;
 - (c) refuses to continue to work or return to work during an emergency or circumstances beyond the Hospital's control unless a satisfactory reason is given;
 - (d) is laid off for a period of more than one (1) year or **the employee's seniority, whichever is less;**

- (e) is absent from work without permission for three (3) consecutive working days unless a satisfactory explanation is given by the employee;
- (f) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- (g) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail unless a satisfactory explanation is given by the employee;
- (h) is absent from work due to disability which absence continues more than eighteen (18) months.

8.05 An employee shall continue to accumulate seniority for any approved leave of absence **with** pay, for maternity or adoption leave, educational leave, and for **the** first month of any approved leave of absence without pay. Subsequent to the first month seniority shall be retained but not accumulated for the remainder of the leave of absence without pay.

8.06 Temporary Employees:

In the event that a temporary employee is retained by the Hospital on a permanent **basis**, she shall be subject to a probationary **period** of three (3) calendar months in the permanent position. However, if there has been no break in employment **and** if the permanent position is within the same classification and area of specialization, the probationary period shall be reduced by the amount of time the employee worked in the temporary capacity. Her seniority and service for the purpose of vacation, sick leave and annual increase shall be retroactive to her original date of hire as a temporary employee provided she successfully completes any probation period required. All earned benefits described in Article 29 shall **commence** on the **date** that **she was** retained on a permanent basis.

8.07 In the event that a part-time employee changes status to full-time, each fifteen hundred (1500) hours of service shall be equivalent to one (1) year's **seniority**. In the event **that** a full-time employee changes status to part-time, she shall retain **her** full seniority.

ARTICLE 9 - REPRESENTATION

9.01 Grievance Committee:

The Association may appoint and the Hospital will recognize three (3) representatives for the purpose of assisting employees in the presentation of grievances. Of such representatives, no two (2) shall be from the same discipline. Two (2) representatives acting **together** shall form a Grievance Committee, one of whom shall be chairman. The Association will notify the Hospital in writing of the names of the representatives and the names of those representatives comprising the Grievance Committee.

9.02 The appointment of, and recognition of representatives is conditional upon their being employees of the Hospital. Representatives may absent themselves from their regular duties for the purpose of investigating, presenting and negotiating grievances with management, but may only absent themselves from their regular duties with the permission of their immediate supervisor. Such permission shall not be unreasonably denied. The representative must report back to their immediate supervisor **when** resuming their regular duties. Absence from regular duties in the Hospital by representatives for the purpose of investigating, presenting and negotiating grievances will be paid for at the representative's regular straight hourly rate.

9.03 Negotiating Committee:

The Hospital will recognize a Negotiating Committee consisting of up to a maximum of three (3) employees of the Hospital. The Negotiating Committee **shall** have the right to the assistance of any advisor(s) that they may consider necessary. Members of the Committee will be reimbursed for loss of regular straight time pay, for the time spent in negotiating a renewal of the collective agreement with the Hospital prior to arbitration.

9.04 The Association shall have the right to have the assistance of their advisors when dealing or negotiating with the Hospital. With prior approval of the Director of Personnel, such advisors **shall have** access to the Hospital premises in order to investigate or assist in the settlement of a written grievance under the contract.

9.05 (a) The Hospital and the Association agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness as in accordance with the Occupational Health and Safety Act.

(b) The Hospital agrees to recognize an employee appointed by the bargaining unit to participate as a member of the Hospital's Health and Safety Committee, and such employee shall be able to attend meetings of such committee without loss of **pay**,

ARTICLE 10 - ASSOCIATION DUES

- 10.01 (a) The Hospital will deduct from each pay cheque for every employee, including new hires, an amount equivalent to the regular monthly Association dues. Each employee covered by this agreement shall be required to authorize the deduction of dues from her wages as noted above.
- (b) The Hospital agrees to include the total amount of union dues deducted in each calendar year on the employees' T4 Forms.
- 10.02 The Association and the employee shall hold the Hospital harmless with respect to all dues so deducted and remitted.
- 10.03 Notice of any change in the amount of the Association dues will be provided in writing by the Association to the Director of Personnel at least two months prior to the commencement of the pay period in which the new rate is to be implemented.
- 10.04 The total amount of Association dues collected shall be remitted by the Hospital to the Treasurer of the Association monthly together with a list of the names of the employees from whom deductions have been made. A second copy of the list shall be provided to the Bargaining Unit Representative.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

- 11.01 An employee grievance under this article shall be defined as any written complaint concerning the interpretation, application, administration, or alleged violation of this agreement provided that she follows the procedure as specified in the following. The absence of the Bargaining Unit Representative when discipline is imposed, does not void the discipline; however, at the time formal discipline is imposed or at any stage of the grievance procedure, the Hospital shall inform the employee that she has the right, upon request to the presence of her representative. 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 she has first given her immediate supervisor an opportunity of adjusting her complaints. Such complaints shall be discussed with her immediate supervisor within five (5) days after the circumstances giving rise to it have occurred and it shall then be taken up as a grievance within five (5) days following advice of her immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee with the assistance of the bargaining unit representative, if desired, may submit a written grievance signed by the employee to her immediate supervisor. The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated **shall** be set out in the grievance. The immediate supervisor will deliver her decision in writing within three (3) days following the day on which the grievance was presented. Failing settlement, then:

Step No. 2

Within five (5) days following the decision under **Step** No. 1 the employee with such counsel or assistance as desired, may submit the written grievance to **her** Department Head who will deliver her decision in writing within five (5) days from the date on which the written grievance was presented. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step No. 3

Within five (5) days following the decision under Step No. 2 the committee referred to in Article 9.01 hereof may submit the written grievance to the Director of Personnel or designate. The Director of Personnel will arrange a meeting at a time and place suitable to both parties at which time the matter will be reviewed and a decision in writing of the Hospital will be given within five (5) days following the date of the meeting. The parties will endeavour to meet within fifteen (15) days from the date on which the grievance is advanced to Step No. 3.

11.02 Group Grievance:

When a group of employees has a grievance as defined in Article 11.01 it shall be first taken up under Step No. 2 of the Grievance Procedure and presented in writing with the signatures of the persons in the group clearly indicated on the Grievance Form.

11.03 Policy Grievance:

A complaint or grievance arising directly between the Hospital and the Association concerning **the** interpretation, application or alleged violation of the Agreement, including any questions as to whether a matter is arbitrable, shall be originated under Step No. 3. Failing settlement under Step No. 3 within ten (10) days it may be submitted to arbitration in accordance with Article 11.08. However, it is expressly understood that the provisions of this paragraph may not be used by the Association to institute

a complaint or grievance directly affecting an employee which such an employee could herself institute and the regular Grievance Procedure shall not thereby be bypassed. Any grievance by the Hospital or the Association as provided in this paragraph shall be commenced within ten (10) days after the circumstances giving rise to **the** complaint have occurred.

- 11.04 A claim by an employee who has completed her probationary period that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 3 of the grievance procedure within three (3) days after the employee ceases to work for the Hospital and **the** first two steps of the Grievance Procedure will be omitted in such case. Discharge grievances may be settled by confirming the action of the Hospital in discharging the employee or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of an Arbitration Board.
- 11.05 Failing settlement under the foregoing Procedure of any grievance between the parties arising from the interpretation or alleged violation of this agreement, such grievance may be submitted to arbitration as set forth in Article 11.08. If no written request for arbitration is received within ten (10) days after the decision under Step No. 3 is given, it **shall** be deemed to have been settled and not eligible for arbitration.
- 11.06 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the grievor or the representatives of the Association will be final and binding upon the Hospital and the Association and the employees.
- 11.07 Any grievance not submitted within the time limit nor advanced by the grieving party within the time limits provided for each step of the grievance procedure shall be deemed to have been dropped. No matter may be submitted to arbitration which has not **been** properly carried through all the requisite steps of the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure. No adjustment effected under the Grievance Procedure shall be made retroactive prior to the date of the circumstances giving rise to the grievance occurred save and except for time card errors involving pay.

- 11.08 If the Hospital or the Association requests that a grievance as above provided be submitted to Arbitration it shall make such request in writing addressed to *the* other party of this Agreement, and at the same time indicate if a sole arbitrator is to be named (as per Article 11.14 herein) or if a Board of Arbitration is to be constituted, the party requesting Arbitration must name its nominee to the Board at the time of the request. Within ten (10) days thereafter the other party shall notify the first party in writing of its nominee to the Board. The two (2) nominees shall, within ten (10) days of the nomination of the latter of them, attempt to settle by agreement the third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, either party may then request that the Minister of Labour for the Province of Ontario effect such an appointment.
- 11.09 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.10 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of **this** Agreement, or to substitute **any new** provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of the Agreement.
- 11.11 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 11.12 The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the parties to this Agreement.
- 11.13 Saturdays; **Sundays** and designated holidays as set out in Article 22 will not be counted in computing the time within which **any** action is to be taken or **completed** under the provisions of Article 11.
- 11.14 The Hospital and the Association may by written agreement substitute for specific grievance or grievances a named single arbitrator for the Board of Arbitration provided for herein (whether or not such **Board** has been constituted) and the single arbitrator **shall** possess the same powers and be subject to the same limitations as a Board of Arbitration hereunder.
- 11.15 At any stage of the grievance procedure including arbitration, the parties may have the assistance of the employee concerned as a witness.

ARTICLE 12 - CONDITIONS OF EMPLOYMENT

- 12.01 (a) Employees may be required to submit to medical examinations or X-rays as provided for in the Public Hospitals Act as amended from time to time. Such examinations shall be provided by the Hospital, but the employee may choose to use her own physician for such examinations if she so desires.
- (b) All employees refusing without good and sufficient reasons to undergo vaccination or inoculation and other clinical procedures when required may be transferred to another job or placed on leave of absence without pay until the emergency is over. Should an employee be absent from duty due to a reaction which, in the opinion of the Director of Health Services, is directly attributable to an immunization renumeration will be discussed on an individual basis. The words "other clinical procedures" refer to those covered by the Public Hospitals Act. The Hospital agrees to compensate probationary employees who are not covered by sick leave.
- 12.02 It shall be the duty of employees to notify the Hospital promptly of any change of address, telephone number, name, next of kin, marital status, and number of dependents in writing. Should an employee fail to notify the Hospital of a change of address, the Hospital shall not be held responsible for the failure of any notices which may be required under the terms of this agreement to reach such employees. Any such notices as are required herein shall be made by registered mail.
- 12.03 The compulsory retirement age for all employees will be 65 years of age and in keeping with Hospital policy they must retire not later than the end of the month in which their 65th birthday falls. This policy may be altered by the Hospital.
- 12.04 It is recognized that the Hospital must deduct income tax and Canada Pension Plan and Unemployment Insurance Plan premiums as required by law. It is further recognized that it is a condition of employment for employees to enroll in such group plans as the Hospitals of Ontario Pension Plan and the Group Life Insurance Plan in accordance with the regulations of these plans. The Hospital shall provide the Association with copies of plan regulations and other details upon request.
- 12.05 In recognition of the role of professional Associations in establishing standards for health professions, the Hospital agrees that from and after the commencement of this agreement it shall be a condition of employment that each employee in the disciplines listed herein shall be eligible for membership in her respective professional association

and when required by provincial legislation, be licensed to practice. When this status is renewable yearly, the employee must present proof of status to the Personnel Department before March 1st of each year. Failure to provide such proof **by** the above date (or extended date) shall result in the employee reverting to the starting wage rate on her appropriate salary scale. Reinstatement to the earned salary level shall be effective the first pay period following the date of presentation of proof of status as above. The designated disciplines, and their respective professional association and conditions are:

Dietitians: - eligibility for membership in the Canadian Dietetic Association;
 - renewable annually;

Occupational Therapists:

- eligibility for membership in the Canadian Association of Occupational Therapists;
- renewable annually;

Pharmacists: i) eligibility for membership in the Canadian Society of Hospital Pharmacists Association at time of employment; **and**
 ii) license to practice issued by the Ontario College of Pharmacy, renewable annually;

Physiotherapists:

- i) eligibility for membership in the Canadian Physiotherapy Association at the time of employment, and
- ii) license to practice issued by the Board of Directors of Physiotherapy under the Drugless Practitioners Act of Ontario, renewable annually.

Social Workers:

- eligibility for registration with the Ontario Association of Professional Social Workers, at the time of employment.

Speech-Language Pathologists and Audiologists:

- eligibility for registration with the Ontario Association of Speech-Language Pathologists and Audiologists.
- at the time of employment.

12.06 The Hospital shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees follows. Contracting out to an employer who was organized and who will employ members of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc **use** of agencies for single shift coverage of vacancies due to illness or leave of absence.

ARTICLE 13 - HOURS OF WORK

- 13.01 The normal work day shall be composed of seven and one-half (7 1/2) hours exclusive of mealtime. A normal work week shall be composed of thirty-seven and one-half (37 1/2) hours per week, excluding the unpaid mealtime. The bi-weekly work period shall be composed of a seventy-five (75) hour fort-night excluding the unpaid mealtimes.
- 13.02 Each employee shall be entitled to a fifteen (15) minute paid rest period in each half shift worked.
- 13.03 In the formation of working schedules the following principles will apply:
- (a) schedules where needed shall be posted at least four (4) weeks in advance of going into effect;
 - (b) changes in the posted schedule must be mutually agreed upon between the employee and her immediate supervisor;
 - (c) lieu days for weekend **work** and/or overtime shall be taken at a mutually agreeable time consistent with the proper and efficient operation of the department involved.
- 13.04 In the event that the Hospital decides that a change is required in the hours of coverage in any department, such change will not be made without prior discussion with **the** employee concerned.

ARTICLE 14 - OVERTIME, CALLBACK

- 14.01 Overtime is defined as authorized time an employee is required to work in excess of her normally scheduled hours of work per day or in excess of seventy-five (75) hours in a bi-weekly work period. It is understood **that** scheduled weekends worked are not considered overtime.

- 14.02 Payment for overtime shall be at the hourly rate of one and one-half (1 1/2) times the regular hourly rate when authorized by the employee's supervisor. However, if mutually agreeable, time off in lieu may be taken by the employee on the basis of one one-half (1 1/2) hours for each overtime hour worked.
- 14.03 All employees who are called back and are required to work outside of their regular working hours shall be paid at the overtime rate of pay with a minimum guarantee of four (4) hours at time and one-half (1 1/2) and the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (\$0.35) per mile (to a maximum of fourteen dollars (\$14.00) or such greater amount as the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.
- 14.04 Employees working on standby will be provided with a pager and a rotating system will be used for standby assignment.
- 14.05 An employee who is required to remain available for duty on standby at any time outside of her regularly scheduled working hours shall receive the amount of two dollars and ten cents (\$2.10) for each hour of standby scheduled by the Hospital. Standby pay shall however cease where an employee is called in to work under Article 14.03 above and works during the period of standby.
- 14.06 It is agreed that there shall be no pyramiding of overtime or any other premium under any article or clause of this collective agreement,

ARTICLE 15 - DISCIPLINE

- 15.01 An employee may receive a formal warning, be suspended or discharged but only for just cause. When an employee is warned, suspended or discharged, she shall be advised in writing by Management with a copy to Personnel, of the reason for such warning, suspension or discharge within five (5) days - Saturday, Sunday and paid holidays excluded.
- 15.02 Any letter of discipline, suspension, or other sanction will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or sanction, provided that the employee's record has been discipline-free for such twenty-four (24) month period.

ARTICLE 16 - TERMINATION OF EMPLOYMENT

16.01 Normally twenty-eight (28) calendar days notice in writing shall be given by either party to the other party when a termination is pending. The above specified notice will not be applicable in the case of termination for just cause. For temporary employees, written notice shall normally be given seven (7) days in advance by either party.

16.02 In lieu of notice the Hospital may elect to pay the salary normally earned by the employee for the period for which notice would normally have been given.

16.03 Pay on Termination:

Employees leaving **the** service of the Hospital shall be paid on a normal payday which encompasses the pay period in which their last day of work is completed. Annual vacation adjustments will be made on such pay cheque if applicable.

16.04 Return of Hospital Property:

All Hospital property in the possession of **the** employee is to be returned to the Hospital prior to the employee's leaving. If such action is not completed by the employee she **shall** be billed for the value of the article including Hospital administrative costs.

16.05 Termination Procedure:

Upon ceasing to be employed, every employee who has been employed for six (6) or more months must meet the requirements of the Public Hospitals Act regarding medical examination or other clinical procedure.

ARTICLE 17 - LAYOFF AND RECALL

17.01 In the event of a layoff, employees shall be laid off in the reverse order of their departmental seniority provided that the employees retained are qualified and willing to perform the available work. Employees shall be recalled in the order of their department seniority providing they are qualified to do the work. No new employees shall be hired until those laid off have been given the opportunity of re-employment.

17.02 In the event of a proposed lay-off the Hospital will:

(a) Provide the Association with no **less** than thirty (30) days' notice of such lay-off and,

- (b) Meet with the Association through the Management/ Association Committee to review the following:
 - (i) the reason causing the lay-off;
 - (ii) the service which the Hospital **will** undertake after the lay-off;
 - (iii) the method of implementation including the areas of cutback and the employees **to be laid off**.

ARTICLE 18 - STAFFING CHANGES

18.01 In all cases of transfer, promotion, demotion, the following factors shall be considered:

- (a) ability, relevant **experience**, performance and academic qualifications,
- (b) seniority.

Where the qualifications of factor (a) are relatively equal, in the opinion of the employer, factor (b) shall govern.

18.02 Where an employee has applied for a promotion or transfer and has **been unsuccessful**, the **employee upon enquiry shall be** advised of the reasons by Management.

18.03 The transfer or promotion of an employee to or from the bargaining unit in respect of positions which are outside of **the bargaining unit is not subject to this agreement**.

18.04 An employee who is promoted to a higher classification shall be paid at the rate of pay that gives her an increase in **pay that is at least equal** to one full increment in her former classification.

ARTICLE 19 - JOB POSTING

19.01 A notice of vacancy occurring in a position will be posted for five (**5**) consecutive working days on the notice board outside the cafeteria. Interested applicants must apply in writing to the Personnel Department.

It is understood **that** the Hospital can fill the vacancy with the most qualified individual who may be an employee of the hospital or applicant **outside** the hospital.

19.02 Article 19.01 shall not apply **in the following cases**:

- (a) When the position must be filled because of an emergency;

- (b) Where a position has been posted, and again becomes vacant within two (2) months, a new posting need not be completed, but the previous applicant will again be **considered**;
- (c) Where the position is being held by a graduate student awaiting registration.

ARTICLE 20 - SALARIES AND WAGES

20.01 (a) The salary rates and ranges as agreed to and attached to this collective agreement shall be effective during the term of **this** agreement. All employees in the bargaining unit shall be paid in accordance with the classification and year of service in Appendix A, which forms part of this agreement.

- (b) For the purposes of this agreement, the term "regular straight time hourly rate" shall mean the product of the employee's monthly salary multiplied by twelve (12) and divided by nineteen hundred and fifty (1950).

20.02 Claim for Recent Related Experience:

- (a) When a **new** employee has submitted a Curriculum Vitae with her application for a job she shall be informed
 - (i) that the Curriculum Vitae represents her claim for recent related experience, and therefore, determines her starting position on the salary scale, and,
 - (ii) that if she wishes to provide further information regarding experience **she** must do so when replying to the letter of offer.
- (b) When a new employee **does** not include written documentation of recent related experience at the time of application, the Hospital shall inform her:
 - (i) **that** no claim for recent related experience has been provided, and therefore her starting position on the salary scale is at the base rate, and
 - (ii) that if she wishes to provide further information regarding experience she must do so when replying to the letter of offer.

(c) After the initial year-of experience, more than three-quarters (3/4) of a year will be recognized once as a full year. For example: two and one-half (2 1/2) years experience counts as two (2) years; two and three-quarters (2 3/4) years counts as three (3) years; three and one-half (3 1/2) years counts as three (3) years; three and three-quarters (3 3/4) years counts as four (4) years; four and one-quarter (4 1/4) years counts as four (4) years and so on.

20.03 Increments:

Annual increments will become effective the first day of the pay period following the anniversary date of employment with the Hospital. Adjustments to the anniversary date may be made due to periods of unpaid **leave** as provided for herein.

20.04 Pay Days:

All employees shall be paid **every** alternate Thursday for the fourteen (14) day period ending at midnight on the previous Sunday. However, the Hospital reserves the right to change this time if circumstances dictate.

ARTICLE 21 - RESPONSIBILITY ALLOWANCE

21.01 Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one full shift or more, at times when the incumbent in any such classification would otherwise be working, she shall be paid a premium of \$0.75 per hour for such duty in addition to her regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.

ARTICLE 22 - DESIGNATED HOLIDAYS

22.01 The following eleven (11) holidays will be recognized by the Hospital:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Employee's Birthday

Float Day - this Holiday must be celebrated in the period from January to December each year. The selection of the day is to be made at the employee's discretion subject to management's approval, In the event that Heritage day is declared it shall replace either float day or the employee's birthday whichever is mutually agreed to by the Association and the Hospital.

This clause does not apply to temporary employees.

Effective in 1990, Easter Monday will also be recognized as a designated holiday.

- 22.02 In order to qualify for holiday pay, an employee must work the last fully scheduled shift immediately preceding and the last fully scheduled shift immediately following a holiday, unless excused from doing so by the employer or, in cases of absence due to sickness or accident confirmed by a medical certificate, where the employee has worked within fourteen (14) days of the holiday in question.
- 22.03 An employee who is required to work on a holiday will be paid one and a half time (1 1/2) her basic straight time rate of pay. In addition, if she qualifies under the provisions of Article 22.02, she may elect either of the following:
- (a) holiday *pay* as defined in Article 22.07, or
 - (b) a lieu day off with pay at her basic straight time rate of pay, such date to be granted on a mutually acceptable **date**, arranged between the employee and the employer.
- 22.04 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose her entitlement to holiday pay unless her absence is due to illness verified by a doctor's certificate, if required by the Hospital.
- 22.05 If a paid holiday is **observed** during an employee's vacation period or on her regular day off, she shall be granted a day off in lieu on a date to be selected by agreement between the employer and the employee, and she shall be paid for such lieu day at the prescribed rate.
- 22.06 An employee who qualifies for holiday pay and who is absent on sick leave shall not be entitled to receive sick leave pay in addition to her holiday pay.
- 22.07 Holiday pay shall be defined as the equivalent of the number of regular daily **scheduled hours** at the employee's basic straight time rate of pay.

ARTICLE 23 - SICK LEAVE AND LONG TERM DISABILITY

- 23.01 The Employer agrees, during the term of this agreement to contribute **seventy-five percent (75%)** of the **applicable** monthly premium towards coverage of eligible employees under the **Hospitals of Ontario Disability Income Programme** or equivalent with respect to employees who have **completed** the necessary service requirements.
- 23.02 Employees continuously employed by the Hospital for three (3) months or more are entitled to pay-while-sick benefits.
- 23.03 Employees claiming sick pay benefits will observe the following procedure:
- (a) Employees taking ill or suffering an accident during working hours will notify **the Head of their Department, or a person designated by the Department Head, before the employee leaves her duties.**
 - (b) **Where the illness or accident takes place at times other; than the employee's normal working hours the employee will notify her Department Head, or a person designated by the Department Head. Such notice will be given as soon as possible and in any case not later than two (2) hours prior to the time at which the employee would normally be required to report for duty, except where an employee is scheduled to work the day shift, in which case she will give notice no later than the time at which the employee would normally be required to report for duty.**
 - (c) **Before returning to work, the employee will give notice to her Department Head during the normal working hours of the Department of her intended return on the day prior to her returning to work.**
 - (d) **An employee in all cases of absence due to illness may be required to produce a medical certificate signed by a duly qualified medical practitioner. Such a medical certificate must be presented prior to a return to work in cases of absence of three (3) or more days in order for the employee to be eligible for sick pay.**
- 23.04 There shall be no **pay** deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- 23.05 Employees returning to work from an illness or injury **'compensable** under Workers' Compensation will be assigned **light work** as necessary, if available.

- 23.06 An employee who transfers from full-time to part-time may elect to retain her accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan or may elect cash payment privileges as provided under the existing plan.
- 23.07 Sick benefits drawn upon shall be deducted from sick credits under the Hospitals of Ontario Disability Income Plan.
- 23.08 The Hospital agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first **two (2)** days of the fourth and subsequent period of absence in any calendar year.
- 23.09 An employee who is absent from work as a result of an illness or injury sustained at work and who has been waiting approval of a 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 portion of the Disability Income Plan (HOODIP or equivalent). 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 towards the benefits to which the employee would be entitled under the short term portion of the Disability Income Plan. Any payment under this provision will continue for a maximum of fifteen **(15)** weeks.

ARTICLE 24 - LEAVE OF ABSENCE

- 24.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director Personnel. Such requests are **to** be given as far in advance as possible 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.
- 24.02 Leave of absence with or without pay but with accumulation of seniority may be granted to employees for the purpose of attending educational courses. The granting of such leave shall not be unreasonably withheld. In addition, the Employer may pay some or all expenses incidental to an employee's attendance at such course.

24.03 Association Leave:

- (a) Leave of absence without pay shall be granted upon written request, two (2) weeks in advance, to the Director of Personnel to employees selected or appointed to attend Association meetings, seminars and conventions. Such time shall not exceed a total of ten (10) days per person in any one calendar year and shall be granted to not more than a total for four (4) employees at any one time, subject to the needs of any department affected. It is understood and agreed that the number of days granted under this article shall aggregate not more than thirty (30) days within any calendar year. The Hospital agrees to pay the employees during such leaves, and to invoice the Association for reimbursement of such pay.
- (b) An employee may be granted a leave of absence without pay and without accumulation of seniority for a period not to exceed twelve (12) consecutive calendar months in order to enter the employment of the Association.

- 24.04 (a) If the unpaid leave of absence does not exceed thirty (30) continuous calendar days, the Hospital will continue to make contributions towards subsidized employee benefits in which the employee is participating, and the employee's seniority will continue to accumulate.
- (b) If the unpaid leave of absence exceeds thirty (30) continuous calendar days, the employee will not accumulate service for the purposes of vacation entitlement, and sick leave benefits for which the employee is participating, for that portion of the leave of absence which is in excess of thirty (30) continuous calendar days.

In such cases the employee may arrange with the Hospital to pre-pay the full premium of any subsidized employee benefits for the entire period of such leave to ensure continuous coverage.

Employees on unpaid sick leave, layoff or receiving Workers' Compensation benefits will be considered to be on an unpaid leave of absence and subject to the conditions indicated above.

- 24.05 In cases where an employee's absence qualifies as either Maternity Leave or Adoption Leave, credits for service for the purposes of vacation and sick leave shall not accumulate during the leave. However, seniority and credit for services for salary increments shall continue to accumulate.

ARTICLE 25 - MATERNITY LEAVE

25.01 Maternity leave will be granted in accordance with the following provisions:

- (a) An employee who has been employed for ten (10) months prior to the estimated date of delivery shall be eligible for maternity leave. An employee with less than the required length of service may be granted Maternity leave at the discretion of her Department Head.
- (b) An employee must apply in writing between the third and fifth month of pregnancy stating the specific dates for which the maternity leave is desired. The request must be accompanied by a certificate from her attending physician attesting to the pregnancy and indicating the probable date of delivery.
- (c) A combined total of six (6) months leave prior to and after delivery shall be granted upon a request in writing thirty (30) days prior to commencement of leave.
- (d) The employee may continue to work as long as possible during the pregnancy upon recommendation of her attending physician provided that the state of her health continues to be compatible with the requirements of her job. However, the employer may require the employee to commence a leave of absence at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- (e) When the employee returns to work upon expiration of authorized leave, she shall be entitled to return to a position in her Department with the same classification and no loss of seniority or benefits accrued to the commencement of the maternity leave.
- (f) An employee on maternity leave who does not intend to return to the employ of the Hospital shall give to the Hospital thirty (30) days notice in writing prior to the completion of the period of maternity leave.
- (g) An employee who wishes to return to work earlier than the date she originally specified, shall give the Hospital two (2) week notice of her intended date of return and will furnish the Hospital with a medical certificate if her return is earlier than six (6) weeks following the actual date of her delivery.

- (h) An employee on maternity leave as provided under this agreement, who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular 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.

- 25.02 Where an employee with at least ten (10) months of continuous service qualifies to adopt a child, such employee shall be entitled to a leave of absence according to the provisions of Article 25.01. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall **request** a leave of absence in writing upon receipt of confirmation of the pending adoption.

ARTICLE 26 - COURT ATTENDANCE

- 26.01 If an employee is required to serve as a juror in any court of law or required by subpoena to attend a court of law, 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 she will be required to attend court;
 - (b) presents proof of service requiring the employee's attendance;
 - (c) promptly repays the amount other than the expenses paid to the employee for such services or attendance to the Hospital.

ARTICLE 27 - BEREAVEMENT LEAVE

27.01 An employee shall be granted **up** to three (3) days leave of absence without loss of pay for the purpose of making arrangements for and/or attending the funeral of a parent, step-parent, or person who takes the place of the natural parent, spouse, child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, or brother-in-law of the employee. In cases not addressed above, approval of paid leave shall not be unreasonably withheld.

In extenuating circumstances where travel or other time is required, the Hospital may grant a leave with or without pay upon application by an employee for compassionate reasons.

ARTICLE 28 - PRE-PAID LEAVE

28.01 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 Department Head/ Vice President Human Resources **at least six (6)** months prior to the intended commencement date of the programme (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) A maximum of one (1) employee from each discipline may be absent at any one time. The year for the 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 Association and the Hospital.
- (d) Written applications will be reviewed by the Department Head, her designate and Human Resources. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (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 her 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 benefit plans in which she 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 Department Head. 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 practical. 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 her within a reasonable period of time.
- (l) The employee will be reinstated to her former position and job duties unless the position has been discontinued, in which case she shall be given a comparable job with no **loss** of responsibility, remuneration, wages or benefits.
- (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 appropriate deductions from the employee's pay. Such agreement will include:

- (i) A statement that the employee is entering the pre-paid leave programme in accordance with Article 28 of the Collective Agreement.
- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held.

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

ARTICLE 29 - EARNED BENEFITS

29.01 The Hospital will assume the responsibility of paying the premium cost of the following benefits as these benefits **apply** to the employees in the bargaining unit:

- (a) 100% of Ontario Health Insurance Plan - standard ward rate for either single or family, whichever is applicable:
- (b) 90% of the annual premium of Group Life Insurance;
- (c) The Hospital agrees to contribute on behalf of each eligible employee covered by the collective agreement seventy-five percent (**75%**) of the billed premium of the Standard Extended Health Care Plan with ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible, subject to the terms and conditions of such plan and subject to the carrier's requirements as to minimum enrolment, provided the balance of the monthly premium is paid by the employees through payroll deduction. In addition to standard benefits, coverage will also include hearing aids (maximum \$300.00/person) and vision care (maximum \$60.00 every 24 months).
- (d) The Hospital agrees to contribute fifty percent (50%) of billed premium towards coverage of eligible participating employees under a Group Dental Plan (Blue Cross #9, or its equivalent based on the current O.D.A. fee schedule). Such employees shall be subject to the requirements of the carrier.

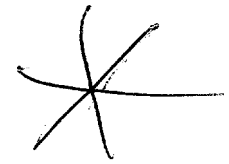
Effective April 1, 1990 the Hospital agrees to contribute seventy-five percent (**75%**) of the billed premium for the Dental Plan.

- (e) The Hospital agrees to contribute one hundred percent (100%) of the billed premium for semi-private accomodation under OHIP for each eligible employee.

- 29.02 The Hospital may at any time substitute another carrier for any plan (other than OHIP) provided that the benefits conferred thereby are not in total decreased. Such substitution will not occur on less than thirty (30) days notice to the Association.
- 29.03 Temporary employees shall be entitled to the same percentage in lieu of benefits as the part-time employees.

ARTICLE 30 - VACATION

- 30.01 For the purpose of calculating vacations and eligibility the fiscal year shall be from June 1 of any one year to May 31 of the following year.
- 30.02 All members of the bargaining unit who have completed less than one (1) year of continuous employment with the Hospital as of June 1st of any year, but who have completed their probationary period, shall accumulate a paid vacation entitlement on the basis of one point twenty-five (1.25) days for each completed month of employment as of June 1st, not to exceed fifteen (15) working days.
- 30.03 Employees who have completed one (1) year but less than three (3) years of continuous employment shall receive three (3) weeks vacation with pay.
- 30.04 Employees who have completed three (3) years of continuous employment shall receive four (4) weeks vacation with pay.
- 30.05 Employees who have completed fifteen (15) years or more of continuous employment shall receive five (5) weeks vacation with pay.
- 30.06 Employee who have completed twenty-five (25) years or more of continuous employment shall receive six (6) weeks vacation with pay.
- 30.07 Vacation entitlement shall be taken between **June 1** and **May 31** each year. In any one calendar year, no employee shall be permitted to take more than her vacation entitlement as of May 31st of that year.
- 30.08 The employer will endeavour to accommodate the wishes of the employee with respect to the choice of vacation days, subject to the responsibility of the employer to operate the Hospital in an efficient manner.
- 30.09 Temporary employees shall be entitled to the same percentage in lieu of vacation as part-time employees.



ARTICLE 31 - MANAGEMENT/ASSOCIATION MEETING

31.01 There may be regular meetings of Management/Association Committee to discuss mutual problems. Any staff representative of the Association appointed to this Committee shall have the right of attending joint meetings of **said** Committee with the Hospital's representative(s) held within working hours without loss of remuneration.

It is also understood that each of the parties shall provide written notice of meetings at least seventy-two (72) hours in advance except in matters of an urgent nature. Meetings will be arranged to allow for minimal disruption of patient care and intra-departmental functioning.

31.02 Re-organization affecting members of the bargaining unit shall be discussed with the Association as soon as possible prior to implementation.

ARTICLE 32 - PAY EQUITY

32.01 With the proclamation of the Pay Equity Act and in anticipation of the negotiations required by the Act, the Parties agree to establish a joint Pay Equity Committee to negotiate all aspects of the Pay Equity Plan.

32.02 Members of the Joint Pay Equity Committee shall be staff representatives and shall be paid for all hours spent in attendance at meetings or training sessions.

ARTICLE 33 - TERM

33.01 This agreement shall **be** in effect from April 1, 1988 and shall remain in effect until March 31, 1991.

33.02 Either party may within the period of ninety (90) days prior to March 31, 1991 give notice in writing to the **other** party of its desire to bargain for the renewal of the agreement or **the making of a new agreement**.

33.03 If either party gives the other notice in accordance with the provisions of 33.02 the parties shall meet within fifteen (15) days from the giving of **such** notice or within such further period as the parties agree upon, and **they** shall bargain in good faith and make every reasonable effort to make a Collective Agreement.

33.04 **Should** negotiations extend beyond the expiration date, this agreement shall not expire **but** shall continue **in** full force and effect until an agreement is reached or a decision is reached by a Board of Arbitration as provided for in the Hospital Labour Disputes Arbitration Act (Ontario) as amended.

33.05

Retroactivity:

The Hospital agrees that any employee employed following April 1, 1988 and terminating prior to the date of implementation shall be entitled to retroactive pay. The Hospital will notify such employees by registered mail at their last address recorded with the Hospital and they will have thirty (30) days from the date of notification to claim retroactivity, failing which individual claims will be deemed to be abandoned.

The Hospital agrees to provide all employees with a breakdown of their retroactive pay including the number of hours paid and the applicable rate.

PART-TIME EMPLOYEES ADDENDUM

The collective agreement applies as written to part-time employees except for the following articles:

- Article 8.01 All part-time employees shall be on probation for sixty (60) work periods or shifts. If retained after the probationary period each employee's seniority shall be effective from the original date of employment and shall accumulate on the basis of number of hours worked, where fifteen hundred (1500) hours of work equals one year's seniority.
- Article 14.01 Overtime Benefits:
If there is a situation where a permanent part-time employee works more than thirty-seven and one-half (37 1/2) hours per week she will be paid time and one-half (1 1/2) her regular hourly rate.
- Article 14.03 **Callback**
- Article 19.01 Job Posting
- Article 20.03 Increments
A part-time employee shall be eligible for an increment after working each fifteen hundred (1500) hours.
- Article 21.01 Responsibility Allowance
- Article 22 Designated Holidays
- Article 23 Sick Leave
- Article 29 In addition to their hourly rate, part-time employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part of direct compensation or otherwise, save and except salary, vacation **pay**, court attendance and bereavement leave) fourteen percent (14%).
- Article 30 Vacation Pay
After one year's service, permanent part-time employees will receive a vacation pay of **six** percent (6%) of their total wages for the year which this applies. After three (3) years of continuous service (based on 1500 hours equals one year), permanent part-time employees will receive a vacation pay of eight percent (**8%**) of their total wages for the year which this applies. Employees will be entitled to four (**4**) weeks leave of absence without pay each calendar year for the purpose of vacation.

SIGNED AT TORONTO, THIS 20th DAY OF March, 1990.

FOR THE HOSPITAL

Franca Hoda
Kathy Crosby
W. L. P. J.
B. L. L.

FOR THE ASSOCIATION

C. Benise
P. G. P.
P. L. M.
Catherine E. Bowman

LETTER OF UNDERSTANDING

between

HUMBER MEMORIAL HOSPITAL

and

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO

RE: SICK BANK AND PAYOUT PROVISION OF PREVIOUS SICK PLAN

The parties agree that on January 1, 1986, the previously existing sick plan was transferred to HOODIP (or its equivalent) and that employees employed prior to that date **had** their accumulated sick leave **days** converted to a **sick leave bank** and credited to each employee. All provisions relating to the previously existing sick leave plan became null and void as of January 1, 1986, except those provisions relating to payout of unused sick leave benefits and the **sick bank**, all of which are specifically dealt with here:

- (i) **The sick leave bank shall be** utilized to supplement payment for sick leave days under the new plan which would otherwise be at less than full **wages**.
- (ii) Because payout provisions existed under the former sick leave plan in the collective agreement, payout shall be made on the termination of employment, or in the case of death, to the employee's estate. The amount of the payout shall **be** a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which she participated which was **as** follows:

On the completion of five **(5)** but less than ten (10) years continuous service an employee upon termination of her employment shall be paid **25%** of **the** unused portion of her sick leave credits. Payment shall not exceed thirty-six (36) working days.

Upon completion of ten (10) years continuous service an **employee** upon the termination of **her employment shall be** paid 50% of the unused portion of her sick leave credits. Payment shall not exceed forty-five **(45)** working days.

Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and shall be entitled to the same cash out provisions as set out above providing she subsequently achieves the necessary service to qualify her for payout under the conditions of the sick leave plan in which she participated.

Because a payout provision existed under the former sick leave plan in the collective agreement, an employee who, as of the date of this transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of 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 supplement the award made by the Workers' Compensation Board for loss of wages, which 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.

Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

- (iii) An employee who transfers from full-time to part-time may elect to retain her accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan, or may elect cash payment privileges as provided under (ii) above.

SIGNED AT Toronto THIS 20th DAY OF March, 1990.

FOR THE HOSPITAL

Francis Hoda
Kathy Crossley
G. Murphy
B. Lundy

FOR THE ASSOCIATION

G. Bennis
P. Coppard
D. McLeod
Catherine E. Bowman

LETTERS OF UNDERSTANDING

- (a) The Hospital agrees to assess the standby and callback situation in **the** Pharmacy Department for a 6-month period commencing on the date of ratification of this agreement. At the conclusion of the 6-month period the Hospital agrees to meet with the Association to review its findings and to discuss what changes may be required.
- (b) It is understood and agreed that a portion of the percentage-in-lieu for part-time employees is attributable to pensions. In the event that it is determined that legislation requires the Hospital to provide part-time employees with access to the pension plan, such access will be provided to all part-time employees. The reduction, if any, in the percentage-in-lieu will be negotiated by the parties. Should the parties fail to reach agreement, then the matter will be referred to a Board of Arbitration.

Dated at Toronto, Ontario this 20th day of March, 1990.

For the Hospital

Tranca Hodes
Kathy Crosby
SWilphy
B. Rumpf

For the Association

C. Jensen
P. Coppin
A. Smith
Katherine E. Brown

APPENDIX A - WAGE RATES
 APRIL 1, 1988 TO MARCH 31, 1991

	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
PHARMACIST							
APR. 1/88	19.02	19.79	20.57	21.34	22.11	22.88	
OCT. 1/88	19.38	20.17	20.96	21.75	22.53	23.32	
APR. 1/89	20.26	21.07	21.90	22.73	23.54	24.37	24.73
APR. 1/90	-	21.88	22.70	23.52	24.34	25.16	25.99
MSW/PSYCHOMETRIST/ SOCIOLOGIST							
APR. 1/88	17.58	18.35	19.11	19.87	20.63	21.38	
OCT. 1/88	17.92	18.70	19.47	20.25	21.02	21.79	
APR. 1/89	18.73	19.54	20.35	21.16	21.97	22.77	23.11
APR. 1/90	-	20.33	21.22	22.10	22.98	23.86	24.75
SPEECH & LANGUAGE PATHOLOGIST/ AUDIOLOGIST							
APR. 1/88	17.33	18.03	18.73	19.45	20.17	20.88	
OCT. 1/88	17.66	18.37	19.09	19.82	20.56	21.27	
APR. 1/89	18.45	19.20	19.95	20.71	21.48	22.23	22.57
APR. 1/90	-	20.05	20.81	21.62	22.47	23.29	24.16
SR. PHYSIOTHERAPIST/ SR. OCC. THERAPIST							
APR. 1/88	16.89	17.51	18.16	18.79	19.43	20.06	
OCT. 1/88	17.21	17.84	18.51	19.14	19.80	20.44	
APR. 1/89	17.99	18.65	19.34	20.00	20.69	21.36	21.68
APR. 1/90	-	19.58	20.31	21.04	21.78	22.52	23.26
DIETITIAN/PHYSIOTHERAPIST/ KINESIOLOGIST/OCCUPATIONAL THERAPIST							
APR. 1/88	16.28	16.89	17.51	18.12	18.73	19.34	
OCT. 1/88	16.59	17.21	17.84	18.47	19.09	19.71	
APR. 1/89	17.34	17.99	18.65	19.30	19.95	20.60	20.91
APR. 1/90	-	18.63	19.33	20.03	20.73	21.42	22.11
BSW							
APR. 1/88	15.24	15.76	16.29	16.84	17.37	17.90	
OCT. 1/88	15.52	16.06	16.60	17.16	17.70	18.24	
APR. 1/89	16.22	16.79	17.35	17.93	18.49	19.06	19.35
APR. 1/90	-	17.87	18.51	19.16	19.80	20.44	21.10

REHABILITATION
ASSISTANT

APR. 1/88	11.47	11.75	12.03	12.32	12.61	
OCT. 1/88	11.69	11.97	12.26	12.55	12.85	
APR. 1/89	12.21	12.51	12.81	13.12	13.42	13.63
APR. 1/90	-	13.12	13.44	13.76	14.08	14.41