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NO. OF EMPLOYEES	48
NO. OF MEMBERS	SD

COLLECTIVE AGREEMENT

between

HUMBER MEMORIAL HOSPITAL
(hereinafter called "the Hospital")

and

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

Expiry: March 31, 1993

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HUMBER MEMORIAL HOSPITAL
(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 - Scope and 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.

Article 3 - Definitions

- 3.01 (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. Part-time employees shall be categorized as either regular part-time **or** **casual** part-time.

A regular part-time employee is an employee who makes a commitment to the Hospital to be available to be scheduled for work on a regular predetermined basis and in respect of whom such **pre-determined** scheduling occurs.

A **casual** employee is one who **is** employed on a relief basis.

- 3.02 'President and Chief Executive Officer' means the President and Chief Executive Officer of Humber Memorial Hospital.
- 3.03 "Supervisor" or "immediate supervisor" when used in this Agreement **shall** mean the first supervisory level **excluded** from the bargaining unit.
- 3.04 'Student' in Article 2.01 shall mean any student employed for the **vacation** period or as a

part of their formal university training.

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 - No Discrimination

5.01 The Association and the Hospital agree that there will be no intimidation, interferences, restrictions ~~or~~ coercion exercised ~~or~~ practised by any of its members or representatives on an employee because ~~of~~ his/her membership or non-membership in the Association. The Association further agrees that there **will** be no Association activity or meetings on Hospital premises except as otherwise provided in this **collective** agreement unless specific permission **is** granted by the ~~Vice-President~~ of Human Resources ~~or~~ his/her designate.

5.02 (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 his/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 6 - No Strike/No Lockout

6.01 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.

- 6.02 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 7 - Association Security

- 7.01 (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 his/her wages as noted above.
- (b) The Hospital agrees to include the total amount of union dues deducted in each calendar year on the employee's T4 Forms
- 7.02 The Association and the employee shall hold the Hospital harmless with respect to all dues so deducted and remitted.
- 7.03 Notice of any change in the amount of the Association dues will be provided in writing by the Association to the Vice-President of Human Resources at least two months prior to the commencement of the pay period in which the new rate is to be implemented.
- 7.04 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 8 - Rerepresentation and Committees

8.01 Association Representatives

The appointment of, and recognition of representatives is conditional upon being employees of the Hospital. Representatives may absent themselves from their regular duties for the purposes 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.

8.02 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.

8.03 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 Vice-president of Human Resources, 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.

8.04 (a) 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.

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

8.05 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.

8.06 Hospital/Association Committee

(a) There may be regular meetings of the Hospital/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 intradepartmental functioning.

(b) Re-organization affecting members of the bargaining unit shall be discussed with the Association as soon as possible prior to implementation. Such discussion may occur at a meeting of the Hospital/Association Committee.

8.07 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.

8.08 Accident Prevention - Health and Safety Committee

- (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 9 - Grievance and Arbitration Procedure

9.01 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 he/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 he/she has the right, upon request to the presence of his/her representative.

It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity of adjusting his/her complaints. Such complaints shall be discussed with his/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 his/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 his/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 his/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 his/her Department Head who will deliver his/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 8.05 hereof may submit the written grievance to the Vice-President of Human Resources or designate. The Vice-President of Human Resources 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.

9.02 Group Grievance

When a group of employees has a grievance as defined in Article 9.01 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.

9.03 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. Falling settlement under Step No. 3 within ten (10) days it may be submitted to arbitration in accordance with Article 9.08. 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 him/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.

9.04 Discharge Grievance

A claim by an employee who has completed his/her probationary period that he/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 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.

9.05 Falling 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 9.08. 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.

9.06 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.

9.07 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.

- 9.08** 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 9.14 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.
- 9.09** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.10** 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.
- 9.11** 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.
- 9.12** The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the parties to this Agreement.
- 9.13** Saturdays, Sundays and designated holidays as set out in Article 19 will not be counted in computing the time within which any action is to be taken or completed under the provisions of M i l e 9.
- 9.14** The Hospital and the Association may by written agreement substitute for a 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.
- 9.15** At any stage of the grievance procedure including arbitration, the parties may have the assistance of the employee concerned as a witness.

Article 10 - Letters of Reprimand and Clearing of Record

- 10.01** An employee may receive a formal warning, be suspended or discharged but only for just cause. When an employee is warned, suspended or discharged, he/she shall be advised in writing by Management with a copy to Human Resources, of the reason for such

warning, suspension or discharge within five (5) days - Saturday, Sunday and paid holidays excluded.

10.02 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 11 - Seniority

11.01 Service is defined as that fixed continuous period of time from commencement to termination of employment with the Hospital, except as otherwise provided herein.

Permanent part-time employees will accumulate service from commencement from last date of hire to termination of employment with the Hospital on the basis of one (1) years' service for each 1500 hours worked, except as otherwise provided herein.

Permanent part-time employees shall have their service expressed on the basis of number of hours worked.

11.02 (a) **Applicable to Full-time Employees**

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.

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.

(b) **Applicable to Part-time Employees**

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.

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

Part-time employees will accumulate seniority on the basis of one (1) years' seniority for each 1500 hours worked in the bargaining unit, except as otherwise provided herein.

Part-time employees shall have their seniority expressed on the basis of number of hours worked.

(b) Seniority lists shall be established for all employees who have completed their probationary period.

A copy of the seniority list will be supplied to the Association upon request twice per year.

- (c) The Hospital agrees to provide, in respect to an employee's request, his/her seniority, service and/or anniversary date.

11.04 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, he/she shall retain his/her full seniority.

11.05 **Effect of Absence**

- (a) 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.
- (b) (i) If the unpaid leave of absence does not exceed thirty (30) continuous calendar days, the Hospital will continue to make contribution towards subsidized employee benefits in which the employee is participating, and the employee's seniority will continue to accumulate.
- (ii) 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.
- (iii) 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.
- (iv) In cases where an employee's absence qualifies as either maternity, adoption, or parental leave, credits for service for the purposes of vacation, sick leave, seniority, salary increments and any other benefit under any provisions of the collective agreement or otherwise shall continue to accumulate throughout the leave.

In the case of a part-time employee, such service shall accumulate on the basis of what the employee's regular hours of work would have been had she not been on such leave.

The Employer shall continue to pay its share of the benefits and/or percentage-in-lieu provided under the collective agreement during the period of such leave.

The Hospital shall register this provision with the Unemployment Insurance Commission as part of the SUB plan.

11.06 Seniority rights and an employee's employment shall be deemed to have been terminated if he/she:

- (a) leaves of his/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 twenty-four (24) months 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 due to illness or disability for a period of thirty **(30)** months, unless he/she has less than **six** (6) months' **service at** the time the illness **or** disability commenced and is not eligible for long-term disability benefits. If the employee has less than **six** (6) months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to his/her length of service at the time the absence **commenced**.

Article 12 - Layoff and Recall

- 12.01** In the event of a lay-off, **casual** employees, temporary employees, and probationary employees, in that order shall be laid **off** first, in reverse order of seniority. Thereafter, should a lay-off of employees still be required, employees shall be laid **off** in 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 departmental 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.
- 12.02** In the event of a proposed layoff the Hospital will:
- (a) provide the Association with no less **than** thirty **(30)** days' notice of such layoff, and
 - (b) **meet** with the Association through the **Hospital/Association** Committee to review the following:
 - (i) the reason causing the layoff
 - (ii) the service which the Hospital will undertake after the layoff;
 - (iii) the method of implementation including the areas of cutback and the employees of be laid **off**.
 - (c) Any agreement between the Hospital and the Association resulting from the review above concerning the method of Implementation will take precedence over the terms of lay-off in this agreement. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

Article 13 - No Contracting Out

- 13.01** (a) 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 employee 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.

- (b) Employees excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff to bargaining unit employees."

Article 14 - Job Posting

14.01 Applicable to Full-time Only

Where a permanent or temporary vacancy occurs, a notice of vacancy will be posted for five (5) consecutive working days on the notice board outside the cafeteria. Interested applicants must apply in writing to the Human Resources 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.

14.02 Article 14.01 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.

14.03 (a) Temporary employees may be hired to fill vacancies caused by:

- (i) illness;
- (ii) accident;
- (iii) maternity, adoption and/or parental leaves;
- (iv) other approved leaves of absence not expected to exceed six (6) months;
- (v) vacation;
- (vi) specific tasks not expected to exceed six (6) months.

The terms under iv) and vi) above may be extended a further six (6) months on mutual agreement of the Association, employee and the 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.

- (b) In the event that a temporary employee is retained by the Hospital on a permanent basis, he/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. Credit for seniority and service for the purposes of vacation, sick leave, earned benefits as described in Article 23, and annual increase shall be provided on the basis of 1500 hours of service equals one year.

Article 15 - Staffing Changes

15.01 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.

15.02 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.

15.03 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.

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

The employee's anniversary (salary review) date shall be adjusted.

Article 16 - Hours of Work

16.01 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 fortnight excluding the unpaid mealtimes.

16.02 Each employee shall be entitled to a fifteen (15) minute paid rest period in each half shift worked.

16.03 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 his/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.

16.04 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.

16.05 Overtime

(a) Applicable to Full-time Employees Only

Overtime is defined as authorized time an employee is required to work in excess of his/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.

(b) Applicable to Part-time Employees Only

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 he/she will be paid time and one half (1 1/2) his/her regular hourly rate.

(c) 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 and one-half (1 1/2) hours for each overtime hour worked.

16.06 Weekend Premium

Effective April 1, 1992, an employee shall be paid a weekend premium of \$0.45 per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. Effective October 1, 1992, the weekend premium will be increased to \$1.00 per hour.

16.07 No Pyramiding

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 17 - Standby

17.01 Employees working on standby will be provided with a pager and a rotating system will be used for standby assignment.

17.02 An employee who is required to remain available for duty on standby at any time outside of his/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. Effective April 1, 1992, the standby rate will increase to two dollars and fifty cents (\$2.50) and three dollars (\$3.00) for standby on a paid holiday. Standby pay shall, however, cease where an employee is called into work under Article 18.01 and works during the period of standby.

Article 18 - Callback

18.01 Applicable to Full-time and Regular Part-time Employees

An employee who is called back and is required to work outside of his/her 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 his/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.

NOTE: For part-time employees

For purposes of clarification, Article 18.01 does not apply to prescheduled hours of work. Article 18.01 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital. Article 18.01 does apply where an employee is on standby under Article 17.02 and is called in to work.

Article 19 - Designated Holidays (Applicable to Full-time)

19.01 The following twelve (12) holidays will be recognized by the Hospital:

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

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.

19.02 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.

19.03 An employee who is required to work on a holiday will be paid one and one-half (1 1/2) his/her basic straight time rate of pay. In addition, if he/she qualifies under the provisions of Article 19.02, he/she may elect either of the following:

- (a) holiday pay as defined in Article 19.07, or
- (b) a lieu day off with pay at his/her basic straight time rate of pay, such date to be granted on a mutually acceptable date, arranged between the employee and the employer.

19.04 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his/her entitlement to holiday pay unless his/her absence is due to illness verified by a

doctor's certificate] if required by the Hospital.

- 19.05** 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 his/her holiday pay.
- 19.06** If a paid holiday is observed during an employee's vacation period or on his/her regular day off, he/she shall be granted a day off in lieu on a date to be selected by agreement between the employer and the employee, and he/she shall be paid for such lieu day at the prescribed rate.
- 19.07** 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 20 - Vacation

20.01 Applicable to Full-time Only

- (a) For the purpose of calculating vacations and eligibility the fiscal year shall be from June 1 of any year to May 31 of the following year.
- (b) 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.
- (c) Employees who have completed one (1) year but less than three (3) years of continuous employment shall receive three (3) weeks vacation with pay.
- (d) Employees who have completed three (3) years of continuous employment shall receive four (4) weeks vacation with pay.
- (e) Employees who have completed fifteen (15) years or more of continuous employment shall receive five (5) weeks vacation with pay.
- (9) Employees who have completed twenty-five (25) years or more of continuous employment shall receive six (6) weeks vacation with pay.

20.02 Applicable to Part-time Only

(a) 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.

- (b) Temporary employees shall be entitled to the same percentage in lieu of vacation as part-time employees.

20.03 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 his/her vacation entitlement as of May 31st of that year.

20.04 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.

Article 21 - Sick Leave [Long Term] - Applicable to Full-time Dr

21.01 The Hospital shall provide a short-term sick leave plan at least equivalent to that described in the 1982 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

21.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability plan (HOODIP or equivalent); employees shall pay the balance of the billed premiums through payroll deduction.

21.03 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

21.04 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 his/her duties.
- (b)** Where the illness or accident takes place at times other than the employee's normal working hours the employee will notify his/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 he/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 his/her Department Head during the normal working hours of the Department of his/her intended return on the day prior to his/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.

21.05 There shall be no pay deduction from an employee's regular scheduled shift when and employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

21.06 Employees returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.

21.07

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 he/she would receive from Workers' Compensation if his/her claim was approved, or the benefit to which he/she would be entitled under the short term sick portion of the Disability Income Plan (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 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 22 - Leaves of Absence

22.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Vice-president of Human Resources. 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.

22.02 Education Leave

- (a) 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.
- (b) When an **employee** is required by the Hospital to attend a course, such employee **shall** not suffer any loss of pay due to participation in such course.

When the course falls outside of the regularly scheduled working hours, equivalent time off shall **be** granted at a mutually agreeable time.

The Hospital shall reimburse ~~the~~ employee for reasonable expenses related to attendance at such course.

22.03 Association Leave

- (a) Leave of absence without pay **shall** be granted upon written request, two (2) weeks in advance, to the Vice-President of Human Resources 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 of 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.

22.04 Maternity, Adoption and Parental Leave

(a) **Maternity Leave**

Maternity Leave will be granted in accordance with the following provisions:

- (i) An employee who has been employed for thirteen (13) weeks 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.
- (ii) An employee must apply in writing as early as possible but no less than two (2) weeks prior to the commencement of the maternity leave 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.
- (iii) A total of seventeen (17) weeks leave prior to and after delivery shall be granted upon a request in writing in accordance with Article 22.04 (a) (ii).

An employee on maternity leave may extend the leave period in accordance with the provisions outlined in 22.04(c), Parental Leave. It is understood that parental leave must begin immediately following the maternity leave.

- (iv) When an 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.
- (v) The employee on maternity leave who does not intend to return to the employ of the Hospital shall give to the Hospital four (4) weeks notice in writing prior to the completion of the period of maternity leave.
- (vi) An employee who wishes to return to work earlier than the date she originally specified, shall give the Hospital four (4) weeks 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.
- (vii) An employee on maternity leave as provided under this agreement, who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 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 her weekly Unemployment Insurance benefit rate 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.

Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

Payments in respect of guaranteed annual remuneration or In respect of deferred remuneration or severance pay benefits shall not be reduced or increased by payments received under this plan.

(b) **Adoption Leave**

- (i) Where an employee with at least thirteen (13) weeks of continuous service qualifies to adopt a child, such employee shall be entitled to a leave of absence according to the provisions of Article 22.04 (a).
- (ii) The employee shall give the Hospital written notification at least two (2) weeks in advance of the anticipated date of commencement of the leave of absence and of the expected date of return. If because of late receipt of confirmation of a 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. The leave may commence within one (1) week prior to the anticipated date that the child will come into the custody, care and control of the employee.

(c) **Parental Leave**

- (i) An employee with at least thirteen (13) weeks of continuous service who qualifies for parental leave as provided under Employment Standards and who provides a minimum of two (2) weeks' written notice shall be granted an unpaid leave of absence for a period not to exceed eighteen (18) weeks.

It is understood that commencement of the parental leave must occur immediately following maternity or adoption leave or no more than thirty-five (35) weeks after birth or entry into care, custody or control in other circumstances.

The employee may end the leave earlier than requested by providing no less than four (4) weeks' notice prior to the date of return.

- (ii) Effective on confirmation by UIC of the appropriateness of the Hospital's Supplemental Unemployment Insurance Benefit (SUB) plan, an employee on parental leave as provided under this agreement, who is in receipt of Unemployment Insurance parental benefits pursuant to Sections 18 and 20 of the UI Act, 1971, shall be paid a supplemental unemployment benefit. The benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's weekly earnings and his/her weekly UI benefit rate and any other earnings. Such payment shall commence following completion of the two week UI waiting period, and receipt by the Hospital of the employee's UI cheque stub as proof that he/she is in receipt of parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on his/her last day worked prior to the

commencement of the leave times his/her normal weekly hours.

Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits shall not be reduced or increased by payments received under this plan.

22.05

Jury and Witness Duty

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 he/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.

22.06

Bereavement Leave

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.

22.07

Pre-paid Leave

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 or designate and Vice-President of 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 purpose 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 or 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 **he/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 during the deferral portion in the following circumstances:
 - (i) termination of employment;
 - (ii) death;
 - (iii) extreme financial hardship - the employee may have to **provide** evidence justifying financial hardship to Revenue Canada in the event of an audit;
 - (iv) total and permanent disability as defined under the long-term **disability plan**;
 - (v) move to another position **within** the organization and continuation in the program is not approved by the Hospital.

Upon early withdrawal from the **pre-paid** leave plan, deferred salary, plus accrued interest, 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 **him/her** within a reasonable period of time.

- (l) The employee will be reinstated to his/her former position and job duties unless the position has been discontinued, in which case he/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 program in accordance with Article 22.07 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 23 - Earned Benefits

23.01 Applicable to Full-time Employees Only

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

- (a) 100% of the annual premium of Group Life Insurance;
- (b) The Hospital agrees to contribute on behalf of each employee covered by the collective agreement seventy-five percent (75%) of the billed premium of the Standard Extended Health Care Plan with fifteen dollars (\$15) single and twenty-five dollars (\$25) 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 \$90.00 every 24 months).
- (c) The Hospital agrees to contribute seventy-five (75%) of the 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."
- (d) The Hospital agrees to contribute one hundred percent (100%) of the billed premium for semi-private accommodation under OHIP for each eligible employee.

23.02 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.

23.03 Applicable to Part-time Employees Only

- (a) 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%).

- (b) Temporary employees shall be entitled to the same percentage in lieu of benefits as the part-time employees.

Article 24 Salaries and Wages

24.01 (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).

24.02 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.

24.03 Claim for Recent Related Experience

(a) When a new employee has submitted a Curriculum Vitae with his/her application for a job he/she shall be informed:

- (i) that the Curriculum Vitae represents his/her claim for recent related experience, and therefore, determines his/her starting position on the salary scale, and,
(ii) that if he/she wishes to provide further information regarding experience he/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 him/her:

- (i) that no claim for recent related experience has been provided, and therefore his/her starting position on the salary scale is at the base rate, and
(ii) that if he/she wishes to provide further information regarding experience he/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.

24.04

Incrementa

i) Applicable to Full-time Employees Only

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.

(b) Applicable to Part-time Employees Only

A part-time employee shall be eligible for an increment after working each fifteen hundred (1500) hours.

24.05

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 his/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 Human Resources 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 his/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:

- (i) Dietitians:
 - eligibility for membership in the Canadian Dietetic Association
 - renewable annually;
- (ii) Occupational Therapists:
 - eligibility for membership in the Canadian Association of Occupational Therapists
 - renewable annually;
- (iii) Pharmacists:
 - eligibility for membership in the Canadian Society of Hospital Pharmacists Association at the time of employment; and
 - license to practice issued by the Ontario College of Pharmacy, renewable annually;
- (iv) Physiotherapists:
 - eligibility for membership in the Canadian Physiotherapy Association at the time of employment, and
 - license to practice Issued by the Board of Directors of Physiotherapy under the Drugless Practitioners Act of Ontario, renewable annually;
- (v) Social Workers:
 - eligibility for registration with the Ontario Association of Professional Social Workers, at the time of employment
 - eligibility for membership in the Ontario College of Certified Social Workers;
- (vi) Speech-Language Pathologists and Audiologists:
 - eligibility for registration with the Ontario Association of Speech-Language Pathologists and Audiologists at the time of employment.

Responsibility Allowance

Where an employee is assigned additional responsibility to direct, supervise or oversee work of other employees or temporarily assigned the duties of a higher ~~paid~~ classification in the bargaining unit for a tour of duty, ~~he/she shall~~ be paid a premium of seventy-five ~~cents~~ (\$0.75) per hour in addition to his/her regular salary.

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher classification (where such classification is not Included in the bargaining unit) for a period of one full tour or more, at times when the incumbent in any such classification would otherwise be working, ~~he/she shall~~ be paid a premium of seventy-five cents (\$0.75) per hour for such duty in addition to his/her regular salary. Effective April 1, 1992, such employee ~~will~~ be paid a premium of one dollar and twenty cents (\$1.20) per hour for such duty outside of the bargaining unit.

The Hospital agrees that it will not make work assignments which violate the purpose and intent of this provision. *

Article 25 - Miscellaneous**25.0** **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.

25.02 **Bulletin Boards**

- (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 Vice-president of Human Resources. ~~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 25.02 (a) shall apply.

25.03 **Conditions of Employment**

- (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 his/her ~~own~~ physician for such examinations if ~~he/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, remuneration ~~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.

- (c) 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.
- (d) The compulsory retirement age for all employees will be 65 years of age and in keeping with the 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.
- (e) 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 enrol in such group plans as the Hospital's 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.
- (f) **Pay Days**

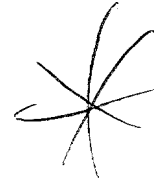
All employees shall be paid every alternate Thursday for the fourteen (14) day period ending at midnight on the previous Sunday. However, the Hospital reserves the right to change this time if circumstances dictate.

25.04 **Termination of Employment**

- (a) 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.
- (b) 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.
- (c) **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.
- (d) **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 he/she shall be billed for the value of the article including Hospital administrative costs.
- (e) **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 26 - Term

26.01 This agreement shall be in effect from April 1, 1991 and shall remain in effect until March 31, 1993.

26.02 Either party may within the period of ninety (90) days prior to March 31, 1993 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.

26.03 If either party gives the other notice in accordance with the provisions of 26.02 the parties shall meet within fifteen (15) days from 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.

26.04 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.

26.05 Retroactivity

The Hospital agrees that any employee employed following April 1, 1991 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 while 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.

Signed at Weston, Ontario, this 3RD day of September, 1992.

For the Hospital

[Signature]
Janice Hoda
Suzelofsky
Kathy Crosby

For the Association

[Signature]
[Signature]
M. Sampogna
M. Shas

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 he/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 his/her employment shall be paid 25% of the unused portion of his/her sick leave credits. Payment shall not exceed thirty-six (36) working days.

Upon completion of ten (10) years continuous service an employee upon termination of his/her employment shall be paid 50% of the unused portion of his/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, his/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 he/she subsequently achieves the necessary service to qualify him/her for payout under the conditions of the sick leave plan in which he/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 his/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 Weston, Ontario, this 30 day of September, 1992.

For the Hospital

[Signature]
Tranica Hoda
S. Walafsky
Kathy Crosby

For the Association

[Signature]
[Signature]
M. Samposna
[Signature]

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.

Signed at Weston, Ontario, this 3rd day of September, 1992.

For the Hospital

[Signature]
Janca Hoda
[Signature]
Kathy Crosby

For the Association

[Signature]
[Signature]
M. Samposna
[Signature]

**Appendix A - Wage Rates
April 1, 1991 to March 31, 1993**

	Start	Year1	Year2	Year3	Year4	Year5	Year6
Psychologist							
April 1, 1990	\$25.62	\$26.73	\$27.84	\$28.95	\$30.06	\$31.18	
Jan 1, 1991	\$25.62	\$26.73	\$27.84	\$28.95	\$30.06	\$31.18	\$32.30
Mar 31, 1991	\$25.87	\$26.98	\$28.09	\$29.20	\$30.31	\$31.43	\$32.55
April 1, 1991	\$27.42	\$28.60	\$29.78	\$30.95	\$32.13	\$33.32	\$34.51
April 1, 1992	\$27.70	\$28.89	\$30.08	\$31.26	\$32.45	\$33.65	\$34.85
Pharmacist							
April 1, 1990	\$21.88	\$22.70	\$23.52	\$24.34	\$25.16	\$25.99	
Jan 1, 1991	\$21.88	\$22.70	\$23.52	\$24.34	\$25.16	\$25.99	\$26.82
Mar 31, 1991	\$22.19	\$23.01	\$23.83	\$24.65	\$25.47	\$26.30	\$27.13
April 1, 1991	\$23.53	\$24.39	\$25.26	\$26.13	\$27.00	\$27.88	\$28.76
April 1, 1992	\$23.76	\$24.64	\$25.52	\$26.39	\$27.27	\$28.16	\$29.06
MSW/Psychometrist							
sociologist							
April 1, 1990	\$20.33	\$21.22	\$22.10	\$22.98	\$23.86	\$24.75	
Jan 1, 1991	\$20.33	\$21.22	\$22.10	\$22.98	\$23.86	\$24.75	\$25.64
March 31, 1991	\$20.53	\$21.42	\$22.30	\$23.18	\$24.06	\$24.95	\$25.84
April 1, 1991	\$21.76	\$22.70	\$23.64	\$24.57	\$25.50	\$26.45	\$27.39
April 1, 1992	\$21.98	\$22.93	\$23.87	\$24.82	\$25.76	\$26.71	\$27.66
Speech-Language							
Pathologist/Audiologist							
April 1, 1990	\$20.05	\$20.81	\$21.62	\$22.47	\$23.29	\$24.16	
Jan 1, 1991	\$20.05	\$20.81	\$21.62	\$22.47	\$23.29	\$24.16	\$25.03
March 31, 1991	\$20.24	\$21.00	\$21.81	\$22.66	\$23.48	\$24.35	\$25.22
April 1, 1991	\$21.46	\$22.26	\$23.12	\$24.02	\$24.89	\$25.81	\$26.74
April 1, 1992	\$21.67	\$22.49	\$23.35	\$24.26	\$25.14	\$26.07	\$27.00
Sr. Physiotherapist							
Sr. Occupational Therapist							
April 1, 1990	\$19.58	\$20.31	\$21.04	\$21.78	\$22.52	\$23.26	
Jan 1, 1991	\$19.58	\$20.31	\$21.04	\$21.78	\$22.52	\$23.26	\$24.00
March 31, 1991	\$19.86	\$20.59	\$21.32	\$22.06	\$22.80	\$23.54	\$24.28
April 1, 1991	\$21.06	\$21.83	\$22.60	\$23.39	\$24.17	\$24.96	\$25.74
Jan 1, 1992	\$21.51	\$22.28	\$23.05	\$23.84	\$24.62	\$25.41	\$26.19
April 1, 1992	\$21.72	\$22.50	\$23.28	\$24.08	\$24.87	\$25.66	\$26.45

**Appendix A - Wage Rates
April 1, 1991 to March 31, 1993**

	Start	Year1	Year2	Year3	Year4	Year5	Year6
Dietitian/ Kinesiologist/ Physiotherapist/ Occupational Therapist							
April 1, 1990	\$18.63	\$19.33	\$20.03	\$20.73	\$21.42	\$22.11	
Jan 1, 1991	\$18.63	\$19.33	\$20.03	\$20.73	\$21.42	\$22.11	\$22.80
March 31, 1991	\$18.91	\$19.61	\$20.31	\$21.01	\$21.70	\$22.39	\$23.08
April 1, 1991	\$20.05	\$20.79	\$21.53	\$22.27	\$23.01	\$23.74	\$24.47
Jan 1, 1992	\$20.48	\$21.22	\$21.96	\$22.70	\$23.44	\$24.17	\$24.90
April 1, 1992	\$20.68	\$21.43	\$22.18	\$22.93	\$23.67	\$24.41	\$25.15
BSW							
April 1, 1990	\$17.87	\$18.51	\$19.16	\$19.80	\$20.44	\$21.10	
Jan 1, 1991	\$17.87	\$18.51	\$19.16	\$19.80	\$20.44	\$21.10	\$21.76
March 31, 1991	\$18.14	\$18.78	\$19.43	\$20.07	\$20.71	\$21.37	\$22.03
April 1, 1991	\$19.23	\$19.91	\$20.59	\$21.27	\$21.95	\$22.65	\$23.35
April 1, 1992	\$19.42	\$20.10	\$20.80	\$21.49	\$22.17	\$22.88	\$23.58
Rehabilitation Assistant							
April 1, 1990	\$13.12	\$13.44	\$13.76	\$14.08	\$14.41		
Jan 1, 1991	\$13.12	\$13.44	\$13.76	\$14.08	\$14.41	\$14.74	
March 31, 1991	\$13.42	\$13.74	\$14.06	\$14.38	\$14.71	\$15.04	
April 1, 1991	\$14.23	\$14.57	\$14.92	\$15.25	\$15.60	\$15.95	
April 1, 1992	\$14.37	\$14.71	\$15.06	\$15.40	\$15.75	\$16.11	