

SOURCE	HSP		
2000 EFF.	92	04	01
TERM.	94	03	01
No. OF EMPLOYEES	83		
NOMBRE D'EMPLOYES	83		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO**

**AND**

**PETERBOROUGH CIVIC HOSPITAL**

**EXPIRY: MARCH 31, 1994**

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**PURPOSE:**

It is the intent and purpose of the Hospital and the Association to establish and maintain a harmonious collective bargaining relationship and to provide a method for the prompt and equitable adjustment of grievances of employees in the employ of the Hospital, or of disputes between the parties without unnecessary delay or expense, or diminution of services to the public, as well as to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees in the employ of the Hospital represented by the AAHP:O and covered by the provisions of this agreement. It is recognized that employees wish to work together with the Hospital to secure the best possible care and health protection for patients.

**ARTICLE 1 - DEFINITIONS**

- 1.1 (a) "Employee" means an employee of the Peterborough Civic Hospital for whom the Association is the recognized collective bargaining agent.
- (b) "Full-time employee" is defined as an employee who is regularly scheduled to work the normal hours of work described in Article 9.
- (c) "Regular part-time employee" is defined as an employee who is regularly scheduled to work less than the normal hours of work described in Article 9.
- (d) "Temporary employee" is defined as an employee who either on a part-time or full-time basis:
- a) is employed for a specific purpose or task normally not to exceed six (6) calendar months, or
  - b) is employed as relief coverage for a permanent employee who is on authorized leave.
- (e) "Casual employee" is defined as an employee who works only when called to do so.
- (f) Temporary and casual employees shall be entitled to all rights and privileges of this agreement except as otherwise provided herein and except in respect to discharge, layoff, recall or promotion. The employment of such individuals may be terminated at any time without recourse to the grievance procedure and they shall not

accumulate seniority except as outlined in Article 11.5 and 11.6. For the purpose of applying the provisions of this agreement, temporary employees shall be treated as either regular part-time employees or as full-time employees, depending on the hours which they are regularly scheduled to work.

1.2 "C.E.O." means Chief Executive Officer of the Hospital.

1.3 Gender/Number

Wherever the masculine or feminine pronoun is used in this Collective Agreement, it shall be deemed to mean both genders where the context so requires. Where singular is used, it may also be deemed to mean plural.

1.4 Departments

Departments shall be interpreted to mean those which employ staff covered by the collective agreement including other vote programs.

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2.1 The Peterborough Civic Hospital recognizes the Association of Allied Health Professionals: Ontario, or its successors, as the sole collective bargaining agent for all paramedical employees of the Peterborough Civic Hospital in Peterborough, in accordance with the certificate issued by the Ontario Labour Relations Board on October 15, 1990, save and except supervisors, persons above the rank of supervisors, and persons covered by subsisting collective agreements.

For the purposes of clarity, but not limiting the generality of the foregoing, the term "paramedical" includes occupational therapists, speech therapists, physiotherapists, therapeutic and administrative dietitians, registered and non-registered respiratory therapists and technologists, registered and non-registered EEG, ECG and opthamology technicians, glaucoma technicians, ear, nose and throat technicians, cardiovascular technicians, electro-encephalographists, electrical shock therapists, electronic technicians, psychometrists, pharmacists, psychologists, remedial gymnasts, medical records librarians, social workers, child care workers, nutritionists, dental health educators, bio-medical technicians, audio-visual technicians, childlife workers, diet technicians, dietitian assistants, discharge planning co-ordinators, occupational therapy assistants, psychology assistants, pulmonary function

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technicians, recreationists, special therapists (Psychiatric Day Therapy Services), physiotherapy supervisor, social work supervisor, occupational therapy supervisor, psychiatric day care supervisor, and coordinator - Drug Information Services.

- 2.2 It is also agreed that persons classified as students, residents, or interns shall not be included in the bargaining unit.
- 2.3 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, or in emergencies when regular employees are not readily available. Management shall not perform duties normally performed by members of the bargaining unit which shall directly cause or result in the lay-off, loss of seniority, service or benefits to members of the bargaining unit.

### ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 3.1 It shall be the exclusive function of the Hospital to:
  - (a) Maintain order, discipline and efficiency and establish and enforce reasonable rules and regulations governing the conduct of employees.
  - (b) Hire, discharge, classify, direct, transfer, layoff, promote, demote, suspend or discipline employees provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- 3.2 Re-organization affecting members of the bargaining unit requiring layoff or deletion of classifications shall be discussed with the Association at least thirty (30) days prior to implementation.
- 3.3 The parties agree that they will share equally the cost of printing the collective agreement in an appropriate quantity.

### ARTICLE 4 - ASSOCIATION AND RESPONSIBILITIES

- 4.1 The Association agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on the employees by any of its members or representatives, and

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there will be no solicitations for membership in the Association during the employees' working hours, and no Association activity or meetings on Hospital premises except as otherwise provided in this Collective Agreement unless specific permission is granted by the Hospital.

- 4.2 The Association recognizes the right of Management to operate and manage the Hospital in all respects in accordance with its obligations and pursuant to its policies and to make and alter from time to time, reasonable rules and regulations to be observed by the employees. These rules and regulations and policies shall not be inconsistent with the provisions of this Agreement.
- 4.3 Representatives of the Association may enter the Hospital property but permission may be restricted by the C.E.O.
- 4.4 The Association shall keep the Hospital notified in writing of the names of its officers and staff representatives and their alternates, and the name or names of its other authorized representatives and the respective dates of their appointments, as well as their mailing addresses.
- 4.5 The Hospital shall provide space on a bulletin board where Association notices shall be posted, provided that all bulletins or notices are signed by the Bargaining Unit Representative with a copy to the Director, Human Resources. It will be the responsibility of the Association to post and clear notices from the Board. The Association shall have the privilege of posting notices on bulletin boards in the departments in which employees work, wherever possible.
- 4.6 Notices to Association representatives may be delivered through the Hospital internal mail system.
- 4.7 The employer agrees to provide the Bargaining Unit Representative with a list of the names and addresses of all new employees within 30 days of their date of employment.

During the probation period of a new employee a staff representative shall be allowed up to 15 minutes within working hours to discuss Association membership.

#### ARTICLE 5 - ASSOC OFFICIALS

- 5.1 The Association shall notify the Hospital in writing of the names of the members of the various committees described below, and they shall thereupon be recognized by the Hospital.

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- 5.2 Members of the Committees described below shall be known as Staff Representatives, and no employee shall be eligible to serve as a Staff Representative or to represent employees in the processing of grievances arising under this Agreement unless such employee has completed probation and is not a temporary or a casual employee.
- 5.3 (a) The Negotiating Committee shall be composed of four (4) members of the Association. The Negotiating Committee shall have the right to the assistance of any advisors that they may consider necessary. In the event Negotiating Committee Representatives attend meetings, up to, but not including arbitration, with the Hospital during working hours, they shall not lose any remuneration thereby.
- (b) Salaries and benefits of employees required by the AAHP:O to attend arbitration hearings shall be paid for by the Hospital and the AAHP:O shall re-imburse the Hospital for such expense.
- 5.4 The Grievance Committee of the Association shall be composed of three (3) members of the Association. Any Staff Representative of the Association on the Grievance Committee employed by the Hospital shall have the privilege of attending the formal grievance meetings with management, held within working hours, without loss of remuneration.
- 5.5 There may be a regular monthly meeting of an Association/Management Committee to discuss issues of mutual interest not including those properly covered by the Grievance procedure or by negotiations. Any Staff Representative of the Association appointed to this Committee shall have the right of attending joint meetings of the said committee with Hospital representatives held within working hours without loss of remuneration.
- 5.6 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. The Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee one representative of the Association. The Staff Representative shall not suffer any loss of remuneration by virtue of her attendances at meetings of the Committee.
- 5.7 It is understood that Association representation on each of the committees described above shall be restricted to one employee from any department. It is also understood that



each of the parties shall provide adequate notice of meetings at least twenty-four (24) hours in advance.

- 5.8 An employee representative will not leave her regular duties without first obtaining permission from her supervisor and, when she is entering a work area other than her own, she will obtain permission from the department head for that area. Such permission shall not be unreasonably withheld. When such business is completed, the employee representative shall notify the supervisor that she is leaving the area and will notify her own supervisor on her return to her normal duties.

#### ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.1 The Association, believing as a matter of professional ethics that patient care is its primary concern, agrees that there shall be no strikes and the Hospital agrees that there shall be no lockouts during the term of the operation of this Agreement.
- 6.2 In the event that any employees or groups of employees engage in an unlawful activity or activities, the Hospital will take all necessary steps to provide protection for employees coming from and going to their workplace.

#### ARTICLE 7 - ASSOCIATION SECURITY AND CHECK-OFF

- 7.1 The Hospital shall deduct from the pay due to each employee covered by this Agreement, a sum equal to the amount of the bi-weekly Association dues.
- 7.2 Notice of any change in the amount of Association dues will be provided in writing by the Association to the Director, Human Resources, at least two months prior to the commencement of the pay period in which the new rate is to be implemented.
- 7.3 Dues are to be deducted on a bi-weekly basis over 26 pay periods per year.
- 7.4 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 dues deductions have been made within 30 days after such deduction is made. The Hospital also agrees to include the total amount of Union dues deducted in each calendar year on the employees' T-4 forms.

- 7.5 The Hospital agrees to furnish the Bargaining Unit Representative, in the months of June and December of each year, with a list of the employees in the Bargaining Unit, together with a record of their continuous service according to the Hospital records.
- 7.6 In consideration of the deduction of Association dues by the Hospital, the Association agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

#### ARTICLE 8 - CONDITIONS OF EMPLOYMENT

- 8.1 The nature of hospital care is such that in time of emergency it may be necessary for an employee to perform work not normally required in her job and therefore the requirement of the moment may determine the type of work to be performed. The performance of such work beyond two (2) working days shall be subject to prior agreement between the Association and the Hospital.
- 8.2 (a) All employees refusing, without good and sufficient reasons, to take a medical or x-ray examination at the request of the Hospital may be dismissed from the service of the Hospital.
- (b) In cases of emergency, 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 Employee 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.
- 8.3 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. 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.

- 8.4 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.
- 8.5 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 eligible employees to enrol in such group plans as the Hospitals of Ontario Pension Plan and the Hospital of Ontario Group Life Insurance Plan in accordance with the regulation of these plans.

#### ARTICLE 9 - HOURS OF WORK

- 9.1 The normal work day shall be composed of one (1) full shift of seven and one-half (7 1/2) hours exclusive of a meal time, and the bi-weekly work period shall be composed of a seventy-five (75) hour fortnight excluding the unpaid meal time unless another arrangement is acceptable both to the employee concerned and to management. The Association shall be notified in writing when an employee and management mutually agree to change the hours of any pre-determined shift or bi-weekly pay period under such an arrangement. Notification shall be required only when the change extends beyond a bi-weekly pay period.

It is understood that any schedules which provide for a different arrangement of hours and which precede March 20, 1992 shall be continued providing the total hours worked does not exceed those specified above.

- 9.2 Each employee shall be entitled to a fifteen (15) minute paid rest period in each half shift worked,
- 9.3 The changing of Daylight Saving Time to Eastern Standard Time or vice versa shall not be the cause of paying more or less than the normal scheduled daily rates during the week in which such change takes place.

#### 9.4 Posting of Schedules

Normally all work and rotation schedules shall be prepared and posted so that the employees will be aware of their rotation schedules at least four (4) weeks in advance.

### 9.5 Scheduling

Work schedules may be subject to change due to illness, termination or other unforeseen cause, and when such change is unavoidable, it will be discussed with the employees concerned with as much advance notice as possible.

Scheduling will be in effect for all employees and shall embody the following conditions:

- (a) Four (4) days off shall be scheduled in a two (2) week pay period.
- (b) Normally, two (2) consecutive days off at a time will be scheduled.
- (c) Not more than eight (8) consecutive days of work will be scheduled without days off except by consent of the employee.
- (d) A request for a change in the posted time schedule must be submitted in writing to Management and co-signed by an employee willing to exchange days off or shifts. It is understood that such change in shifts or days off initiated by the employees and approved by the Hospital shall not result in overtime payment.
- (e) Employees, by written request, may be granted a permanent evening or night shift when a vacancy occurs.
- (f) Operations permitting, Management shall accommodate employees' requests for scheduling of days off.
- (g) The Hospital agrees to make every reasonable effort to schedule each employee with at least one (1) weekend off in three (3). Daily working hours shall be scheduled on a consecutive basis, unless as otherwise agreed upon by the employee and her department head. A period of at least ten (10) consecutive hours off shall be scheduled between tours of duty, unless as otherwise agreed upon by the employee and her department head. If such ten (10) hour period cannot be scheduled, then the employee shall be paid at time and one-half her regular rate for the first four (4) hours of her second shift.

**ARTICLE 10 - OVER —, — STANDBY, CALLBACK**

- 10.1 Overtime is defined as authorized hours worked in excess of a pre-determined shift. All calculations for overtime shall be based on units of completed 1/4 hours. It is understood that an employee's professional responsibilities may require overtime work when pre-authorization is not readily obtained. Authorization for payment of such overtime hours shall not be unreasonably denied.
- 10.2 Payment for overtime shall be at the rate of 1 1/2 times the regular hourly rate when authorized by Management. However, if mutually agreeable, time off in lieu may be taken by the employee on the basis of a 1 1/2 hours for each overtime hour worked.
- 10.3 When time off in lieu (compensatory leave) is mutually agreed to, it shall be scheduled at a time that is mutually acceptable to the employee and her immediate supervisor. Compensatory credits may be accrued up to a maximum of three (3) working days at which time they must be used within sixty (60) calendar days, otherwise payment will be made in accordance with Article 10.2.

**10.4 Standby**

Effective April 1, 1993, when the Hospital advises an employee that she is on standby, ie. that the employee shall remain available, by means of direct telephone contact to report to work, such employee shall be paid at the rate of two dollars and fifty cents (\$2.50) for each hour that the employee is required to remain on standby. Effective May 28, 1993, on a paid holiday, the standby rate shall be three dollars (\$3.00) per hour. An employee shall be entitled to a minimum of six dollars (\$6.00) for each eight (8) hour period on standby, even if called back to work. Subject to this minimum guarantee, the number of hours paid for callback shall be deducted from the hours of standby pay.

The Hospital shall provide the employees with a pager at no cost to the employee.

**10.5 Callback**

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 allowance of three (3) hours. The number of hours paid for callback shall be deducted from the hours of standby.

Where a callback overlaps or extends into her regularly scheduled shift, she will receive her regular straight time hourly rate for actual hours worked between the end of her three (3) hour callback period and the scheduled end of her shift.

#### 10.6 Ambulance Escort

Where an employee is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where the employee performs such duties during her regular shift, she shall be paid her regular rate of pay.

Where the employee performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate.

- (b) Where such duties extend beyond her regular shift, the Hospital will not require an employee to return to her regular duties at the Hospital without at least ten (10) hours of time off. Where such time extends into her regularly scheduled shift she will maintain her regular earnings for that full shift.
- (c) Hours spent between the time the employee is relieved of patient care responsibilities and the time the employee returns to the hospital or to such other location agreed upon between the Hospital and the employee will be paid at the straight time or at appropriate overtime rates, if applicable under Article 10.1. It is understood that the employee shall return to the Hospital or to such other location agreed upon between the Hospital and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the employee, the Hospital will establish with the employee arrangements for return travel.
- (d) The employee shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

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ARTICLE 11 - SENIORITY

- 11.1 "Length of Service" is defined as that fixed continuous period of time from commencement to termination of employment with the Hospital.
- 11.2 A new employee shall be considered a probationary employee until she has worked for a total of sixty (60) tours, or four hundred and fifty (450) hours from date of last hire. The dismissal of a probationary employee shall not be open to question by the Association nor shall the dismissal be the subject of a grievance. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 11.3 A probationary period may be extended upon the mutual agreement of the Hospital, the Association and the employee, for an additional period of up to sixty (60) tours or four hundred and fifty (450) hours. The employee shall be notified in writing of the reasons for such extension.
- 11.4 (a) Seniority shall be recognized by the Hospital based on the length of service of the employee in the bargaining unit from the last date of hire. Seniority shall be retained but not accumulated during periods of unpaid absence, except as provided by this Agreement, in excess of 30 calendar days, except in the case of maternity, adoption and parental leave.
- (b) Prior to September 17, 1990,, a part-time employee shall accumulate seniority on the basis of one thousand seven hundred and twenty-five (1,725) hours worked being equivalent to one (1) year of seniority. From September 17, 1990, a part-time employee shall accumulate seniority on the basis of one thousand six hundred and fifty (1,650) hours worked being equivalent to one (1) year of seniority. Effective April 1, 1993, a part-time employee shall accumulate seniority on the basis of one thousand five hundred (1500) hours worked being equivalent to one (1) year of seniority.
- 11.5 In the event that a temporary employee is retained by the Hospital on a permanent basis, her seniority and service for the purpose of benefits, vacation, sick leave credits and merit increase shall be retroactive to her original date of hire as a temporary employee, and her period of temporary employment shall be applied towards her probation period which shall be decreased proportionately.

- 11.6 In the event that a casual employee is retained by the Hospital on a permanent basis, her seniority and service for the purpose of applying the provisions of this Agreement shall be retroactive to her original date of hire as a casual employee, and her period of casual employment shall be applied towards her probation period which shall be decreased proportionately. Prior to September 17, 1990, seniority and service shall be calculated on the basis of one thousand seven hundred and twenty-five (1,725) hours worked being equivalent to one (1) year. Effective April 1, 1993, seniority and service, for the purpose of this clause, shall be calculated on the basis of one thousand five hundred (1,500) hours worked being equivalent to one (1) year.

## ARTI 12 - PROMOTION AND STAFF CHANGES

### 12.1 Job Postings

- (a) The Hospital agrees to post notices on the authorized notice board of all vacancies in the bargaining unit for a minimum period of seven (7) consecutive calendar days. A copy of each job posting shall be sent to the Bargaining Unit Representative. Any employee who wishes to apply for the vacancy must apply in writing to the Human Resources Department,
- (b) Where no qualified candidates are available within the bargaining unit, the Hospital will attempt to secure placements from without.
- (c) Prior to leaving on vacation, an employee who wishes to be considered for a transfer or promotion in the bargaining unit shall advise the Human Resources department in writing. The absent employee will be considered for the position and the final decision will be delayed pending her return from vacation provided she is to be absent for no more than one week past the end of the selection process.

12.2 Paragraph 12.1 shall not apply to the following cases.

- (a) When the position must be filled because of an emergency.
- (b) When the vacancy is not reasonably expected to exceed six (6) months duration, such vacancy may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time and casual employees in the bargaining unit on the basis of



seniority who are qualified to perform the work in question prior to utilizing persons from outside the bargaining unit.

- (c) Where the vacancy is of a casual nature.
- (d) Where a position has been posted, and again becomes vacant within two (2) months, a new posting need not be completed, but the previous bargaining unit applicants will again be considered.
- (e) Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) consecutive calendar days. Saturdays, Sundays and designated holidays shall be excluded from the calculation of the three (3) day posting period.

### 12.3 Method of Making Appointments

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

- (a) Ability, experience, performance and academic qualifications.
- (b) Bargaining unit seniority.

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

### 12.4 Trial Period

- (a) The employee who accepts a promotion to a higher position in the bargaining unit is entitled to a trial period of 450 hours of actual work. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee is not satisfied with the position, she shall be returned to her former position and salary without loss of seniority and any other employee promoted or transferred because of the re-arrangement of position shall also be returned to her former position and salary without loss of seniority. The trial period may be extended by 162.5 hours of actual work by mutual agreement.
- (b) No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee

transfers to a position outside the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. An employee shall have the right to return to a position in this bargaining unit within sixty (60) working days with no loss of rank, seniority or benefits accrued to the departure from this bargaining unit provided that any employee hired for or promoted to her vacated position may be laid off or demoted.

- 12.5 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 the Department Head making the employment decision. Upon written request, the employee shall be advised of such reasons in writing.

#### 12.6 Promotion

An appointment to a new position constitutes a promotion where the maximum rate of pay applicable to the position to which the appointment is made exceeds the maximum rate of pay applicable to the position immediately held prior to the appointment and where the position to which the employee is appointed requires additional responsibilities.

- 12.7 In the case of promotion to a position within the bargaining unit, an employee will be placed in the range of the higher rated classification so that she shall receive no less an increase in salary than the equivalent of one step in the salary range of her previous classification (provided that it does not exceed the salary range of the classification to which she has been promoted). The employee's anniversary date will be adjusted.
- 12.8 The transfer or promotion of an employee to a position outside the bargaining unit is not subject to this agreement, except as provided for in Article 12.4 (b).
- 12.9 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to twelve (12) months from her date of selection.

#### ARTICLE 13 - NO DISCRIMINATION

- 13.1 It is agreed that there shall be no discrimination, nor shall there be interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, salaries, education, upgrading, promotion, transfer,

layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, place of origin, ancestry, ethnic origin, citizenship, political or religious affiliation, sex or marital status, place of residence, handicap, family status, record of offenses, sexual orientation, nor by reason of her membership or legal activity in the Association.

#### ARTICLE 14 - SALARIES AND ALLOWANCES

14.1 (a) The salary rates and salary ranges as agreed to and attached to this Collective Agreement shall be effective during the term of this Collective Agreement. All employees in the bargaining unit shall be paid in accordance with the classification and the year of service shown in Appendix A, which includes the monthly and hourly rates which form part of this Agreement.

(b) Regular part-time employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part by the Hospital as part of direct compensation or otherwise, save and except salary, vacation pay, shift premium, weekend premium, standby pay, callback guarantee, bereavement leave, jury or witness duty, responsibility allowance) an amount of fourteen (14%) percent added to her hourly rate.

(c) Casual and temporary employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part by the Hospital as part of direct compensation or otherwise, save and except salary, vacation pay, shift premium, weekend premium, standby pay, callback guarantee, bereavement leave, jury or witness duty, responsibility allowance) an amount of fourteen (14%) percent added to her hourly rate.

Notwithstanding the above, a regular part-time employee who is appointed to a temporary full-time or temporary part-time vacancy shall retain her part-time status for the purpose of benefit entitlements for the duration of the temporary assignment.

(d) All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year. Equivalent years of service shall be used to determine vacation pay entitlement.

Prior to September 17, 1990 equivalent years of service shall be calculated on the basis of one (1) year of service for each one thousand seven hundred and twenty-five (1,725) hours worked. From September 17, 1990, equivalent years of service shall be calculated on the basis of one (1) year of service for each one thousand six hundred and fifty (1,650) hours worked. Effective April 1, 1993, equivalent years of service shall be calculated on the basis of one (1) year of service for each one thousand five hundred (1,500) hours worked.

#### 14.2 Claim for Recent Related Experience

Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one (1) increment in the salary scale for every two (2) years of recent related experience, as determined by the Hospital, to the maximum of the salary scale. Effective October 1, 1992, the Hospital will credit the employee with one (1) increment in the salary scale for every one (1) year of recent related experience, as determined by the Hospital, to the maximum of the salary scale.

- (a) Employees shall receive salary recognition for previous related clinical experience provided they have not been out of the profession for more than three (3) years.
- (b) Employees who have been out of their profession for more than three (3) years shall have their related clinical experience and ability evaluated at the end of their initial six (6) months service with the Hospital. As a result of this evaluation, the salary may be adjusted to an appropriate increment to be retroactive to date of hire.
- (c) Currently employed employees who were eligible to claim credit for service under the formula of one increment for every two years of experience may make a claim under the provision which takes effect October 1, 1992 and will have their position on the salary grid adjusted effective October 1, 1992.

#### 14.3 Progression on the Salary Scale

- (a) Annual increments normally will become effective twelve (12) months after an employee was last advanced on the

salary scale (hereinafter called the employee's "service date"). Periods of unpaid absence in excess of thirty (30) consecutive calendar days, except in the case of maternity, parental and adoption leave, shall not be credited as qualifying time for annual increments.

- (b) Prior to September 17, 1990, regular part-time and casual employees shall advance one (1) step in the salary range after working one thousand seven hundred and twenty-five (1,725) hours since her last move on the salary scale. ~~From~~ September 17, 1990, regular part-time and casual employees shall advance one (1) step in the salary range after working one thousand six hundred and fifty (1,650) hours since her last move on the salary scale. Effective April 1, 1993, regular part-time and casual employees shall advance one (1) step in the salary range after working one thousand five hundred (1,500) hours since her last move on the salary scale.
- (c) A Regular Part-Time or a Casual employee whose status is altered to full-time, or a full-time employee whose status is altered to regular part-time or casual, shall have her salary increment date adjusted to include recognition of her number of hours of work already accumulated. This clause shall not mean that an employee will be granted more than one (1) salary increment within a twelve (12) month period.

#### 14.4 Temporary Transfer

- (a) Any employee who is temporarily required to accept the responsibility and carry out the duties of a higher classification within the bargaining unit, for a period of at least (5) working days, shall be paid for the period in which she carried out the duties of the classification at the appropriate step in the higher salary scale which provides her with at least one increment on the salary scale for her regular position.
- (b) If an employee is assigned, as above, to a position outside the bargaining unit, she shall be paid a responsibility premium at the rate of 10% of her regular hourly rate.

#### 14.5 Shift Premium

- a) Effective May 28, 1993, an employee shall be paid a shift premium of one dollar (\$1.00) per hour on each occasion

that the majority of hours worked fall within the period of 1530 to 0800 hours,

- b) Effective May 28, 1993, an employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2330 Friday to 2330 hours Sunday.

#### 14.6 New Classification

When, during the life of this agreement a new classification is created, the employer agrees to provide the Association with a draft job description and salary scale applicable to the new classification before the job is posted.

If the Association is not in agreement with the salary scale, it shall have the right to request a meeting with the employer to endeavour to negotiate a mutually satisfactory scale. Any change mutually agreed to, resulting from such a meeting, shall be retroactive as agreed by the parties.

If the Hospital and Association cannot agree on a new rate for the new classification or for the change in duties, the Association will have the right to process the matter in accordance with Article 24.1(c) of the grievance procedure.

#### ARTICLE 15 - DISCHARGE, SUSPENSION, DISCIPLINE

- 15.1 An employee who has completed her probationary period may be disciplined, suspended or discharged, but only for just cause. When an employee is disciplined, discharged or suspended, she shall be advised in writing by Management with a copy to Human Resources and the Bargaining Unit Representative. The reason(s) for the discipline or suspension will be communicated immediately. This includes suspension pending investigation. The reason(s) for suspension or discharge shall be communicated within five (5) days - Saturday, Sunday and paid holidays excluded.

- 15.2 (a) Each employee shall have reasonable access to her personnel file for the purpose of reviewing its contents in the presence of her supervisor. A copy of any evaluation or formal disciplinary notation will be provided to the employee on her request. The employee shall initial such evaluation or notation as having been read and shall have the opportunity to add her views to such evaluation or notation. No such document shall be

used against an employee where it has not been brought to her attention in a timely manner.

- (b) Any letter of reprimand, suspension, or other sanction will be removed from the record of any employee twelve (12) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for such twelve (12) month period.

15.3 An employee shall lose all service and seniority and shall be deemed to be terminated if she:

- a) leaves of her own accord;
- b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) has been laid off for twenty-four (24) months;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- e) fails to return to work, subject to the provisions of Article 15.3 (d), upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- f) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
- g) is absent due to illness or disability for a period of thirty (30) months, unless 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 disability or illness commenced and is not eligible for long term disability benefits, this provision will apply after an absence equal to her length of service at the time the absence commenced.

15.4 The Hospital shall give thirty (30) calendar days notice in writing when a termination is pending unless the employee is discharged for cause or is within her probationary period.

An employee shall give the Hospital thirty (30) calendar days notice in writing when her termination is pending unless she is a probationary employee.

15.5 Notice of termination of employment does not apply to:

- (a) an employee employed for a definite term or task;
- (b) an employee, who having reached the age of retirement (age 65) according to the established practice of the Hospital, has her employment terminated.

15.6 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 to be given.

15.7 Termination Procedures

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 and other clinical procedures.

ARTICLE 16 - LAYOFF AND RECALL

16.1 This provision will apply for a period of twenty-four (24) months following layoff.

- (a) In the event of a lay-off, casual employees, temporary employees and probationary employees, in that order, shall have their employment terminated, without recall rights and without recourse to the grievance procedure before any full-time or part-time employees are laid off. Thereafter, should a layoff of employees still be required, then it is agreed that employees will be laid off in reverse order of their seniority within their professional classification, providing that those employees who remain on the job have the qualifications and ability to perform the work. Employees shall be recalled in the order of their bargaining unit seniority provided that they are qualified to do the work. No new employee shall be hired until those laid off have been given the opportunity of re-employment.
- (b) An employee recalled to work in a different classification or position from which she was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the



position she held prior to the layoff should it become vacant within twenty-four (24) months of the lay-off, provided that the employee remains qualified and able to perform the duties of her former position.

16.2 In the event of a proposed layoff, the Hospital will:

- (a) provide the Association, and the employees affected, with no less than thirty (30) calendar days notice of such layoff, and
- (b) meet with the Association through the Association Management 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 to be laid off
- (c) Any agreement between the Hospital and the Association concerning the method of implementation will take precedence over other terms of lay-off in this Collective Agreement. Notice of lay-off shall be in accordance with the provisions of the Employment Standards Act.

16.3 An employee who is subject to layoff shall have the right to either:

- (a) accept the lay-off and be placed on a recall list for twenty-four (24) months; or,
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior in a lower or identical paying classification, if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off, subject to her rights under this section.

16.4 Effective April 1, 1992, an employee who displaces an employee in a lower paying classification shall be placed on the step on the lower scale that is closest to the amount that the employee was paid on her original scale.

16.5 (a) Full-time or regular part-time employees who are on layoff shall be offered, on the basis of the order of

their bargaining unit seniority, any casual hours as may be required in the department from which they were laid off, provided that the employee is qualified, available and willing to perform the available work.

- (b) The Hospital shall notify the employee of any recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth (5th) day following the date of mailing. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Hospital.

#### ARTICLE 17 - SICK LEAVE AND LONG-TERM DISABILITY

NOTE: The provisions of Article 17, Sick Leave and Long Term Disability, apply to full-time employees ONLY.

- 17.1 The Hospital shall provide a short-term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan (HOODIP) brochure.
- 17.2 The Hospital will pay one hundred percent (100%) of the billed premium towards coverage of existing bargaining unit employees and seventy-five percent (75%) for employees hired after March 20, 1992 under the long term disability plan (HOODIP or equivalent); employees hired after March 20, 1992 shall pay the balance of the billed premium through payroll deduction.
- 17.3 The Hospital further 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.
- 17.4 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 17.5 Sick leave banks standing to the credit of an employee shall be utilized to supplement payment for sick leave days which would otherwise be paid at less than full wages, or for sick leave days at no wages.
- 17.6 Payout of sick leave credits shall be made on termination of employment or, in the case of death, to the employee's estate.

The amount of the payment shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum provided under the previous accumulating sick leave credit plan (50% of accumulated credits), Staff who have been in management positions may be restricted in the payout of credits.

- 17.7 Where an employee, employed as of the effective date of the transfer to HOODIP or equivalent, did not have the required service to qualify for payout on termination, she shall be entitled to the same payout provisions as set out in Article 17.6 above, providing she subsequently achieves the necessary service to qualify for payout under those provisions.
- 17.8 Where an employee, with accumulated sick leave credits remaining, is prevented from working for the Hospital because of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (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.
- 17.9 Where abuse of sick leave credits is suspected by the Hospital, the Hospital may require an employee to present a doctor's certificate, within one week of the absence due to illness, prior to payment being made to the employee of her accumulated sick leave credits. The Hospital shall advise the employee in writing of this requirement.
- 17.10 An employee who is unable to report for work due to illness must immediately notify her Department's Supervisor's office.
- 17.11 Sick leave is only payable because of personal illness and the Hospital may ask for a medical certificate if it is deemed necessary.
- 17.12 The Hospital reserves the right to arrange with the Director of Employee Health Services for a medical assessment for an employee frequently absent due to illness. The cost of this assessment will be borne by the Hospital.

## ARTICLE 18 - VACATIONS

18.1 All employees shall receive vacations with pay based on length of full-time continuous service, as follows:

- (a) Employees who have completed less than one (1) year of full-time continuous service shall be entitled to 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of three (3) weeks with three (3) weeks pay at the regular weekly rate.
- (c) Employees who have completed two (2) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks pay at the regular weekly rate.
- (d) Employees who have completed fifteen (15) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks pay at the regular weekly rate.
- (e) Employees who have completed twenty-five (25) or more years of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks pay at the regular weekly rate.
- (f) If an employee works or receives paid leave for less than 1525 hours in the vacation year, she will receive vacation pay based on a percentage of gross salary for work performed on the following basis:

3 week entitlement	-	6%
4 week entitlement	-	8%
5 week entitlement	-	10%
6 week entitlement	-	12%

18.3 Vacation schedules shall be posted by April 1st of each year and shall not be changed unless mutually agreed by the Hospital and the employee. If vacation requests are submitted prior to February 15th they shall be granted on the basis of seniority among those employees who applied.

18.4 Vacations not taken in the year earned may be carried forward to the next year only on the authority of Management and with

the approval of the Director, Human Resources or a designate. such approval shall not be unreasonably withheld. If approval is not forthcoming, the employee must take such vacation in the year earned or forfeit the unused portion.

An employee who is hired in January, February or March and is thereby ineligible to take vacation entitlement in the vacation year in which it is earned shall have her vacation entitlement automatically carried forward to the next year.

Notwithstanding the above, if the exigencies of her duties prevent an employee from taking her vacation leave or part thereof within the vacation year in which it was earned, she shall be allowed to take that vacation within the first six months of the following vacation year,

- 18.5 It is understood that when an employee terminates her employment before the full accrual of vacation credits the Hospital will deduct from the employee's final pay any monies for vacation credits paid to the employee but not yet earned. Likewise, if an employee terminates before receiving all vacation which has been earned an addition will be made to the final paycheque for the vacation which has been earned but not received.
- 18.6 When a pay day falls within an employee's vacation period, the employee shall receive her pay before she begins her vacation provided she makes a written request to her Department Head, at least two (2) weeks prior to the commencement of the vacation.
- 18.7 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave,
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such illness shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

**ARTICLE 19 - PAID HOLIDAYS**

A full-time employee who otherwise qualifies under Article 19.5 shall receive the holidays listed in Article 19.1. Effective upon the ratification of the settlement or upon the date of an arbitration award, for part-time employees, the holidays are listed in Article 19.1 for the purposes of payment for work performed on such holidays.

- 19.1 (a) New Year's Day                      Good Friday              Boxing Day  
           Victoria Day                        Canada Day  
           Civic Holiday                       Labour Day  
           Thanksgiving Day                  Christmas Day
- (b) In addition to the holidays listed in (a), each employee shall be entitled to three (3) non-premium floating holidays in each calendar year. Such holidays shall be taken on days mutually agreed upon by the employee and her immediate supervisor.

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

- 19.2 When a paid holiday falls on an employee's scheduled working day and the employee is not required to work, she shall receive a regular day's pay at the straight time rates.

- 19.3 Where any of the above-mentioned holidays fall on or are observed on an employee's regularly scheduled day off, she will receive an additional day off in lieu with pay at a time which is deemed mutually agreeable to the employee and her Department Head, or pay in lieu at straight time rates if not arranged.

A full-time employee who is required to work on an above-mentioned holiday shall be paid at time and one-half (1½) her straight time hourly rate for the hours worked and she shall be given the equivalent amount of time off for hours worked on a holiday. Such time is to be taken at a time which is deemed mutually agreeable to the employee and her Department Head. If the time off cannot be granted, the employee will be paid the equivalent time worked at the regular hourly rate.

- 19.4 When a paid holiday falls within an employee's annual vacation, her vacation shall be extended by one day unless the employee and the Hospital agree to schedule a different day off with pay.
- 19.5 In order to qualify for holiday pay an employee must work her last full scheduled working day immediately preceding and her first full scheduled work day immediately following the holiday, unless excused from doing so by the Hospital. No employee shall be deprived of the Hospital benefits of this Article when she can prove illness on the day preceding or following the day of the holiday.
- 19.6 Effective upon the ratification of the settlement or upon the date of an arbitration award, if a regular part-time or casual employee works on any of the holidays listed in Article 19.1, she shall be paid time and a half (1½) her straight time hourly rate for the hours worked.

#### ARTICLE 20 - EMPLOYEE BENEFITS

##### 20.1 Pension Plan - Full-Time Employees

All regular Full-Time employees shall enrol in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the plan which may change during the term of this Agreement. Presently those provisions are:

- (a) Employees hired on or after January 1, 1988 will be required to join HOOPP on the first enrolment after they reach six (6) months of service.
- (b) Employees hired prior to January 1, 1988 who are not yet enrolled in HOOPP must join the plan at the later of the completion of two (2) years of service or the attainment of age thirty (30).
- (c) Employees may join the plan earlier if they wish, providing they have at least six (6) months of service.

##### 20.2 Pension Plan - Part-Time Employees

Regular part-time employees may enrol in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the plan and legislation which may change during the term of this agreement. Current requirements are:

- (a) To be eligible for membership in the plan, part-time employees must have been employed by the Hospital for at least two (2) years and must have worked a minimum of seven hundred (700) hours in each of those years.
- (b) An eligible regular part-time employee who enrolls in the Hospitals of Ontario Pension Plan (HOOPP) shall have her percentage-in-lieu reduced by 3.9%, which amount shall be redirected to assist the funding of the Hospital's contribution to HOOPP on behalf of such part-time employees.

### 20.3 Group Life Insurance Plan

The Hospital will contribute 100% of the premium cost for the Hospitals of Ontario Group Life Insurance Plan.

### 20.4 Extended Health Care

The Hospital shall contribute on behalf of each eligible employee covered by the Collective Agreement, 100% of the present billed premium under the Blue Cross Extended Health Care Plan consisting of ten dollars (\$10.00) (single) and twenty dollars (\$20.00) (family) deductible (no co-insurance) subject to the terms and conditions of such plan. In addition to the standard benefits, coverage will include vision care (maximum \$100.00 per family member every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per family member).

### 20.5 Insurance During Illness

- (a) An employee who is absent because of unpaid illness or who is on an unpaid leave of absence for a period in excess of thirty (30) continuous calendar days, except as otherwise provided elsewhere in this agreement, will be permitted to continue her coverage in the Group Life, and Extended Health Care Supplementary Plan for Semi-Private and Dental Plan by paying the total premiums which fall due during such absence. In order to facilitate payments, the employee must make the necessary arrangements with the Department of Human Resources in advance of the date in which the premiums become due.
- (b) Effective January 1, 1993, the Hospital shall continue to pay its share of the premiums for benefit plans under Article 17 and Article 20, as applicable, for employees who are on paid leave of absence or Workers Compensation or at any time when salary is received. Such payment



shall also continue while an employee is on sick leave (including the Unemployment Insurance period) or on Long Term Disability to a maximum of thirty (30) months from the time the absence commenced. Employees who are on layoff may continue to participate in benefit plans, at their request, provided the plans are offered by the carrier and provided that the employee makes arrangements for payment and provided also that the layoff does not exceed twenty-four (24) months.

#### 20.6 Dental Plan

The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current O.D.A. fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

20.7 The Hospital may at any time substitute another carrier for any plan provided that the benefits conferred thereby are not in total decreased. Such substitution will not occur on less than sixty (60) days notice to the Association.

#### ARTICLE 21 - ] OF ABSENCE

Any employee who utilizes a period of absence for a purpose other than for which it was granted, except in the case of an emergency, unless permission for such change has been confirmed in writing by the Hospital, shall be deemed to have terminated her employment with the Hospital.

All planned leaves of absence (except Maternity, Parental and Adoption Leave) should be requested in writing as far in advance as possible prior to the commencement of such leave.

#### 21.1 Association Leave

Leave of absence without pay up to ten (10) working days per year may be granted upon request to the Hospital for employees elected or appointed to represent the Association at Union conventions, conferences, schools or meetings of the A.A.H.P.O Board of Governors. The granting of such leave of absence shall not be unreasonably withheld by the Hospital.

An employee may be granted leave of absence without pay and without accumulation of seniority for a period not to exceed

24 consecutive calendar months, in order to enter the employment of the Association, provided she supplies the Hospital with at least two months' notice prior to and on return from the leave. A temporary employee may be hired for up to two years to cover this absence. At the end of this term, the temporary employee may be terminated without recourse to the grievance procedure.

## 21.2 Bereavement Leave

An employee shall not be entitled to receive any pay hereunder for any day upon which she was not scheduled to work for the Hospital.

- (a) Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the day of the funeral of a member of her immediate family.

Immediate family, for the purposes of this section, shall mean spouse (including common-law spouse and same-sex spouse), child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of spouse.

The Hospital, in its discretion, may extend such leave with or without pay. Furthermore, where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave.

- (b) Additional days may be granted by the Department Head when the funeral takes place in a distant area and travel time is required or where the staff member concerned is required to handle legal matters arising from the death of a near relative as defined above.

## 21.3 Educational Leave

The Hospital may grant a leave of absence to an employee who enrolls in a post graduate course or certificate or degree course from a recognised University or other appropriate course approved by Management.

Whether such leave of absence is with or without pay and/or expenses, is at the discretion of the Hospital. Any employee

granted such leave shall not lose any seniority by reason of absence.

#### 21.4 professional Courses, Conferences or Meetings

- (a) When an employee is on duty and authorized to attend any in-service programme within the Hospital during her regularly scheduled working hours, she shall suffer no loss of regular pay. When an employee is requested by the Hospital to attend courses outside of her regularly scheduled working hours, she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.
- (b) Leave of absence with or without pay may be granted to employees for the purpose of attending professional courses, conferences or meetings.

The Department will attempt to distribute these educational opportunities as equitably as possible giving consideration to factors such as the type of program, degree of relevance to the department's objectives, availability of alternate sources of funding, and staffing requirements.

Expenses incurred incidental to the employee's attendance may be reimbursed by the Hospital in accordance with Hospital policy.

#### 21.5 Jury and Witness Duty

Employees who are compelled to serve as jurors or witnesses by subpoena in any court shall be granted a leave of absence for this purpose. Upon completion of the jury or witness service such staff member shall present to the Hospital a satisfactory certificate showing the period of such service.

The employee will be paid full salary for the period of such jury or witness service provided she shall deposit with the hospital the full amount of compensation received excluding mileage and travel expenses.

Such leave shall not constitute a break in service for the calculation of sick leave, annual vacation credits or seniority.

This shall not apply when the employee is the plaintiff or defendant.

## 21.6 Maternity Leave

- (a) An employee who has had thirteen (13) weeks of continuous service immediately prior to the expected date of delivery shall be eligible for maternity leave of up to thirty-five (35) weeks in duration.
- (b) An employee must notify the employer in writing that she will be requesting maternity leave. The request must be accompanied by a certificate from a legally qualified medical practitioner, stating that the employee named therein is pregnant and specifying the date on which delivery is expected. As soon as possible, but no later than two (2) weeks prior to the expected date of leave, the employee shall specify in writing the date of commencement of the leave and the length of time requested.
- (c) In accordance with the Human Rights Code, the Hospital will make every reasonable effort to accommodate the needs of the pregnant employee.
- (d) It is understood that during the maternity leave, credits for service for the purpose of seniority, salary increments, vacation, sick leave or any other benefit under any provisions of the collective agreement or otherwise shall continue to accumulate during 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 maternity leave. In addition, the Hospital shall continue to pay its share of benefits and/or percentage-in-lieu and vacation pay provided under the collective agreement during the period of maternity leave to a maximum of thirty-five (35) weeks. The Hospital shall register the part-time benefit payments as part of the Supplemental Unemployment Benefit Plan.
- (e) When the employee returns to work upon expiration of authorized leave, she shall be entitled to return to her former position in her Department with the same classification.
- (f) An employee on maternity leave who does not intend to return to the employ of the Hospital should give the Hospital thirty (30) days notice in writing prior to the completion of the period of maternity leave.

## 21.7 parental Leave

- (a) An employee who is a parent and who has had thirteen (13) weeks of continuous service immediately prior to the birth of a child, or prior to a child coming into the employee's custody, care and control for the first time, shall be eligible for parental leave of up to eighteen (18) weeks in duration. A "Parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as her or his own. In the case of an adoption leave, such leave may be extended for up to six (6) months.
- (b) 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 of delivery or within the one week prior to the anticipated date that the child will come into the custody, care and control of the employee and shall not end later than fifty-three (53) weeks after the birth or after the child comes into the custody, care and control of the employee. The leave need not be continuous. It is understood that the thirty-five (35) weeks provided to an employee who qualifies for maternity leave under Article 21.6 includes the eighteen (18) weeks provided for under Article 21.7.
- (c) (i) It is understood that during the parental leave, credits for service for the purpose of seniority, salary increments, vacation, sick leave or any other benefit under any provisions of the collective agreement or otherwise shall continue to accumulate during 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 parental leave. In addition, the Hospital shall continue to pay its share of benefits and/or percentage-in-lieu and vacation pay provided under the collective agreement during the period of parental leave to a maximum of eighteen (18) weeks. The Hospital shall register the part-time benefit

payments as part of the Supplemental Unemployment Benefit Plan.

- (ii) If an adoption leave is extended for a period of up to six (6) months pursuant to Article 21.7(a), credits for service shall continue to accumulate for the purposes stated in 21.7(c)(i) for the duration of the extension. In addition, the Hospital shall continue to pay its share of benefits and/or percentage-in-lieu and vacation pay under the collective agreement during the extension. The Hospital shall register the part-time benefit payments as part of the Supplemental Unemployment Benefit Plan.
- (d) When the employee returns to work upon expiration of authorized leave, she shall be entitled to return to her former position in her Department with the same classification.
- (e) An employee on parental leave who does not intend to return to the employ of the Hospital should give the Hospital thirty (30) days notice in writing prior to the completion of the period of parental leave.

**21.8 (a) Maternity Leave SUB Plan**

Subject to confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on maternity leave as provided under this agreement who is in receipt of unemployment insurance maternity benefits pursuant to Section 18 or 20 of the Unemployment Insurance Act 1971, as amended, 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. The employee shall provide the Hospital with her Unemployment Insurance cheque stub as proof that she is in receipt of maternity benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twenty-five (25) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on the last day worked prior to the commencement of the leave times her normal hours.

(b) Parental Leave SUB Plan

Subject to confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this agreement who is in receipt of unemployment insurance parental benefits pursuant to Section 18 or 20 of the Unemployment Insurance Act 1971, as amended, 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. The employee shall provide the Hospital with her Unemployment Insurance cheque stub as proof that she is in receipt of parental 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 the last day worked prior to the commencement of the leave times her normal hours.

21.9 The Hospital recognizes that situations may arise where an employee has need for leave of absence without pay. The employee may apply for such leave and the Hospital will grant such leave when practical.

21.10 Pre-Paid Leave Plan

Eligible employees may participate in a paid leave plan, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to defer salary, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a leave of absence following the period of salary deferral.

Up to 33.3% of an employee's annual salary may be deferred over a period not exceeding 6 years. The leave of absence must be for at least six (6) months but not in excess of one (1) year.

- (b) The employee must make written application to the Department Head, with a copy to the Assistant Executive Director, at least six (6) months prior to the intended commencement date of the program (i.e., the salary

deferral portion), stating the intended purpose of the leave.

- (c) No more than one (1) employee from each department may be absent at any one time.
- (d) Written applications will be reviewed by the Department Head or designate and will be granted on the basis of seniority.
- (e) During the period of salary deferral, a percentage 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, 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 period of salary deferral and during the leave. The employee shall be responsible for maintaining her share of the payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave. During 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.
- (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 practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and re-arranging 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.
- (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 21.10 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 22 - POSITION DESCRIPTIONS

### 22.1 The Procedure for Reviewing Position Descriptions

The Hospital agrees that position description shall be made available to the person or representative of a group of persons who perform the duties so described. An employee's position description will be available for examination in her work area.

## ARTICLE 23 - LAUNDERING OF UNIFORMS OR PROTECTIVE CLOTHING

23.1 The Hospital shall launder the uniforms or protective clothing of all staff who must wear uniforms or protective clothing. Uniforms shall be interpreted to mean only those articles of clothing presently being processed by the Hospital laundry. Effective April 1, 1993, where the Hospital requires an employee to wear a uniform, the Hospital will supply each employee with two (2) uniforms per year.

23.2 When required by the Hospital, lab coats shall be made available in each department for use by staff.

## ARTICLE 24 - GRIEVANCE AND ARBITRATION

### 24.1 Types of Grievance

Complaints of the Hospital or of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until the matter has been referred to the employee's immediate supervisor and an opportunity has been given to adjust the complaint. The following types of grievances are recognized:

- (a) Employee Grievance: which shall be defined as a complaint of an individual employee and shall commence at Article 24.3
- (b) Group Grievance: which shall be defined as a complaint of a group of employees and shall commence at Article 24.4
- (c) Policy Grievance: Which shall be defined as a complaint of the Hospital or of the Association and shall commence at Article 24.5

#### 24.2 Time Limit

Saturday, Sunday and paid holidays shall not be counted in determining the time within which any step is to be taken or completed in any of the steps of the grievance or arbitration procedure. Time limits presently set forth may be modified by mutual agreement in writing.

#### 24.3 Grievance - First Step

If an employee has a complaint which is not resolved in a verbal discussion with her Supervisor, it may be submitted as a grievance by the employee.

If an employee believes she has a grievance she must submit it in writing and sign it and present it to her immediate supervisor within ten (10) working days of the occurrence giving rise to the complaint or from the date upon which the subject matter of the complaint may reasonably be deemed to have come to the attention of the employee so affected, otherwise all parties recognize that no formal grievance exists, The immediate supervisor must convey her decision in writing to the employee within five (5) days of the receipt of the grievance.

#### 24.4 Grievance - Second Step

If an employee believes that her complaint has not been satisfactorily adjusted at the first step level and chooses to proceed with the grievance the employee shall request within five (5) working days an appointment with the Department Head and may have the assistance of the appropriate staff representative if she so desires. The Department Head must convey her decision in writing to the employee within five (5) working days of such a meeting. If the immediate Supervisor and the Department Head are the same person, this step may be omitted. "Appropriate Staff Representative" includes the Staff Representative and/or Labour Relations Officer.

#### 24.5 Grievance - Third Step

If the employee believes that her complaint has not been satisfactorily adjusted by Management she may, together with the Grievance Committee, submit the matter in writing to the Director, Human Resources, within five (5) working days of receiving the decision under the Second Step, for consideration at a meeting of the Grievance Committee with representatives of the Hospital which shall be held within ten (10) working days after the written submission and the

Director, Human Resources shall render a decision on the complaint within five (5) working days after the date of the meeting.

#### **24.6 Grievance - Final Step**

If no settlement is reached within five (5) working days after any matter respecting the interpretation, application, administration or alleged violation of this Collective Agreement has been discussed at third step, the matter may be referred to arbitration upon a request in writing made within ten (10) working days after a decision is given under Article 24.5 and in the absence of such a request the matter shall be deemed to have been settled or abandoned.

#### **24.7 Decisions Binding**

All decisions agreed upon between the representatives of the Hospital and the Association at any step in the grievance procedure shall be final and binding upon the Hospital, the Association and the employee or employees concerned.

#### **24.8 Discharge**

A claim by an employee, other than a probationary employee, that she has been unjustly discharged shall be treated as a grievance to commence at Article 24.5 if the written statement of the grievance is filed by the employee with the Director, Human Resources or her designate within ten (10) working days after the employee has received notice of her discharge. A grievance may be settled by:

- (a) Confirming the Hospital's action dismissing the employee.
- (b) Reinstating the employee in her former position without loss of seniority rating with full compensation for time lost.
- (c) Any other adjustments as to compensation which are just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

#### **24.9 Witnesses**

At any stage of the grievance procedure including arbitration, the parties may have the assistance of the employee/employees as a witness/witnesses.

**24.10      Request for Arbitration in Writing**

When either the Hospital or the Association request that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party and at the same time appoint their nominee.

**24.11      Nominees to Arbitration Board**

Within five (5) working days after receiving the request the other party shall appoint their nominee. If the recipient of the notice fails to appoint their nominee within five (5) working days or if the respective nominees fail to agree upon a Chairman within five (5) working days the appointment shall be made by the Minister of Labour upon the request of either the Association or the Hospital.

**24.12      Status of Nominee**

No person shall act as a member of any Arbitration Board who has any pecuniary interest in the matters coming before it or who is acting or has, within a period of six (6) months preceding the date of her appointment, acted as solicitor, counsel, or agent of either the Hospital or of the Association.

**24.13      Exceptions to Grievance Procedure**

No matter shall be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

**24.14      Decisions of the Arbitration Board**

No Arbitration Board shall have authority to make any decision inconsistent with, nor to direct the alteration, modification or amendments of any provision of this Collective Agreement, except arrangements as to compensation which are just and equitable in the opinion of the Board.

**24.15      Decisions Binding**

Proceedings of the Arbitration Board shall be expedited by the Hospital and the Association and the decision of the majority of the Board, or if there is no majority, then the decision of the Chairman of the Board shall be

final and binding upon the Hospital and the Association and the employee or employees concerned.

**24.16      Expenses of the Board**

The Hospital and the Association shall bear the expenses of their nominees appointed by them and the Hospital and the Association shall jointly bear the expenses of the Chairman of the Arbitration Board.

**24.17**      Upon the mutual agreement of the parties in writing, a sole arbitrator may be substituted for a Board of Arbitration.

**24.18**      Salaries and benefits of employees required by the AAHP:O to attend arbitration hearings shall be paid for by the Hospital and the AAHP:O shall re-imburse the Hospital for such expense.

**ARTICLE 25 - NO CONTRACTING OUT**

**25.1** The Hospital shall not contract out, or contract in, work currently performed by members of the bargaining unit, if such contracting out or contracting in directly causes or results in the lay-off, loss of seniority, service or benefits to members of the bargaining unit.

\*      Agreed October 6, 1992 pending agreement on letter of understanding regarding shared services with St. Joseph's Hospital.

**ARTICLE 26 - TECHNOLOGICAL CHANGE**

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

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

**26.2** When new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to employee's age and

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previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The Hospital will assume the cost of tuition and travel. There shall be no reduction in wages or salary rates during the training period of such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

## ARTICLE 27 - MISCELLANEOUS

### 27.1 Liability Insurance

The Hospital agrees to provide comprehensive liability insurance coverage for employees, including coverage for civil court actions against employees with respect to employment duties performed, provided that said employees have performed such duties according to the established procedures of the departments and the Hospital.

### 27.2 Hepatitis B Vaccine

Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B Vaccine.

## ARTICLE 28 - RETROACTIVITY

28.1 All articles listed in this agreement which affect money payments by the Hospital to individual employees shall be retroactive to April 1, 1992 and shall apply to all employees in the bargaining unit as of that date. For the purpose of this article, the following shall be paid retroactively: salaries (based on all hours paid), compensation in lieu of benefits for part-time, casual and temporary employees, call-back pay, overtime, holiday pay, vacation pay.

Unless otherwise indicated, all other articles in the Collective Agreement shall be effective the date of the ratification of the memorandum of agreement or date of the arbitration award, as the case may be.

28.2 For those no longer in the employ of the Hospital as of the date of ratification of the collective agreement, the Hospital shall give notice of their entitlement to retroactivity by Registered Mail to the last place of residence listed in the Hospital's records, with a copy of the notice to be sent to the Association. Only those employees who apply in writing

within thirty (30) days of the date of mailing of the notice shall be entitled to receive money under this retroactivity provision.

28.3 Retroactivity shall be paid out within three (3) pay periods following the ratification of the memorandum of agreement or date of the arbitration award, as the case may be.

28.4 Each employee will be provided with a breakdown of how the retroactive pay was calculated.

#### ARTICLE 29 - DURATION

29.1 This agreement shall remain in effect until March 31, 1994 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not earlier than ninety (90) days prior to the expiry date in any year that it desires its termination or amendment.

29.2 Any terms of the Agreement may be revised by the mutual consent of the parties hereto in writing and becomes effective as agreed by the parties.

Dated at Peterborough, this 1 day of August 1995

In witness thereof, the Parties have signed this Agreement.

FOR THE PETERBOROUGH CIVIC HOSPITAL:

[Signature]  
[Signature]  
[Signature]

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO:

[Signature]  
[Signature]  
[Signature]

[Signature]  
 \_\_\_\_\_  
 \_\_\_\_\_



# APPENDIX A - SALARY SCALES - MONTHLY AND HOURLY WAGES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<b>PSYCHOLOGIST</b>							
APR1/92	4769.65	4931.90	5094.15	5256.39	5418.64	5580.89	5743.1:
APR1/93	4865.04 <sup>29.35</sup>	5030.35 <sup>30.35</sup>	5196.03 <sup>31.35</sup>	5361.52 <sup>32.35</sup>	5527.01 <sup>33.35</sup>	5692.50 <sup>34.34</sup>	5858.00 <sup>35.30</sup>
	29.94	30.96	31.98	32.99	34.01	35.03	36.01
<b>PHARMACIST</b>							
APR1/92	3588.63	3707.28	3843.00	4011.00	4144.48	4265.50	4386.50
OCT1/92	3588.63 <sup>22.08</sup>	3709.00 <sup>22.81</sup>	3911.00 <sup>23.65</sup>	4113.00 <sup>24.68</sup>	4227.37 <sup>25.50</sup>	4350.81 <sup>26.25</sup>	4474.29 <sup>26.99</sup>
APR1/93	3588.63 <sup>22.08</sup>	3730.00 <sup>22.82</sup>	3952.00 <sup>24.07</sup>	4175.00 <sup>25.31</sup>	4354.20 <sup>26.01</sup>	4481.33 <sup>26.77</sup>	4608.41 <sup>27.51</sup>
	22.08	22.95	24.32	25.69	26.80	27.58	28.36
<b>SOCIAL WORKER III / COORDINATOR OF SEXUAL ASSAULT PROGRAMME</b>							
APR1/92	3706.00	3828.66	3951.31	4073.96	4196.62	4319.27	4441.92
APR1/93	3706.00 <sup>22.81</sup>	3828.66 <sup>23.56</sup>	3951.31 <sup>24.32</sup>	4073.96 <sup>25.07</sup>	4196.62 <sup>25.83</sup>	4319.27 <sup>26.58</sup>	4441.92 <sup>27.33</sup>
	22.81	23.56	24.32	25.07	25.83	26.58	27.33
<b>PSYCHOMETRIST II / SOCIAL WORKER II / SPEECH PATHOLOGIST - MA (Effective October 1, 1992, placed on Social Worker III / CSAP scale which becomes Masters level scale)</b>							
APR1/92	3372.63	3484.20	3595.78	3707.36	3818.93	3930.51	4042.08
OCT1/92	3706.00 <sup>20.75</sup>	3828.66 <sup>21.44</sup>	3951.31 <sup>22.13</sup>	4073.96 <sup>22.81</sup>	4196.62 <sup>23.50</sup>	4319.27 <sup>24.19</sup>	4441.92 <sup>24.87</sup>
APR1/93	3706.00 <sup>22.81</sup>	3828.66 <sup>23.56</sup>	3951.31 <sup>24.32</sup>	4073.96 <sup>25.07</sup>	4196.62 <sup>25.83</sup>	4319.27 <sup>26.58</sup>	4441.92 <sup>27.33</sup>
	22.81	23.56	24.32	25.07	25.83	26.58	27.33
<b>PHYSIOTHERAPIST / OCCUPATIONAL THERAPIST / DIETITIAN / DISCHARGE PLANNING PROGRAMME THERAPIST / COMMUNITY OUTREACH WORKER / SPEECH PATHOLOGIST - BA PSYCHOMETRIST I / OT PROGRAMME THERAPIST</b>							
APR1/92	3051.71	3152.71	3262.00	3405.00	3548.00	3691.00	3833.00
OCT1/92	3051.71 <sup>18.78</sup>	3152.71 <sup>19.40</sup>	3318.00 <sup>20.07</sup>	3489.00 <sup>20.95</sup>	3659.00 <sup>21.83</sup>	3830.00 <sup>22.71</sup>	4000.00 <sup>23.59</sup>
APR1/93	3051.71 <sup>18.78</sup>	3175.50 <sup>19.40</sup>	3373.50 <sup>20.42</sup>	3572.00 <sup>21.47</sup>	3770.00 <sup>22.52</sup>	3968.50 <sup>23.57</sup>	4166.50 <sup>24.62</sup>
	18.78	19.54	20.76	21.98	23.20	24.42	25.64

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## APPENDIX A (CONTINUED)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<b>SOCIAL WORKER (BSW) (Effective October 1, 1992, placed on Physiotherapist scale)</b>							
APR1/92	2891.52	2982.52	3073.53	3164.53	3255.54	3346.54	3437.54
	17.79	18.35	18.91	19.47	20.03	20.59	21.15
OCT1/92	3051.71	3152.71	3318.00	3489.00	3659.00	3830.00	4000.00
	18.78	19.40	20.42	21.47	22.52	23.57	24.62
APR1/93	3051.71	3175.50	3373.50	3572.00	3770.00	3968.50	4166.50
	18.78	19.54	20.76	21.98	23.20	24.42	25.64
<b>RESPIRATORY THERAPIST / PULMONARY FUNCTION TECHNOLOGIST (Effective October 1, 1992 placed on Registered EEG Technologist scale)</b>							
APR1/92	2839.31	2941.39	3043.47	3145.55	3247.63	3349.71	3451.79
	17.47	18.10	18.73	19.36	19.99	20.61	21.24
OCT1/92	2910.09	3017.09	3124.09	3231.08	3338.08	3445.08	3552.08
	17.91	18.57	19.23	19.88	20.54	21.20	21.86
APR1/93	2968.29	3077.43	3186.57	3295.70	3404.84	3513.98	3623.12
	18.27	18.94	19.61	20.28	20.95	21.62	22.30
<b>REGISTERED EEG TECHNOLOGIST</b>							
APR1/92	2910.09	3017.09	3124.09	3231.08	3338.08	3445.08	3552.08
	17.91	18.57	19.23	19.88	20.54	21.20	21.86
APR1/93	2968.29	3077.43	3186.57	3295.70	3404.84	3513.98	3623.12
	18.27	18.94	19.61	20.28	20.95	21.62	22.30
<b>NON-REGISTERED EEG TECHNOLOGIST / CLIENT SUPPORT COUNSELLOR</b>							
APR1/92	2791.65	2858.85	2928.50	2999.06	3072.66	3147.18	3224.15
	17.18	17.59	18.02	18.46	18.91	19.37	19.84
APR1/93	2847.49	2916.03	2987.07	3059.04	3134.12	3210.12	3288.64
	17.52	17.94	18.38	18.82	19.29	19.75	20.24
<b>OCCUPATIONAL THERAPY ASSISTANT / AUDIO-VISUAL TECHNICIAN</b>							
APR1/92	2581.53	2647.50	2715.92	2785.55	2857.63	2930.94	3005.46
	15.89	16.29	16.71	17.14	17.59	18.04	18.50
APR1/93	2633.16	2700.45	2770.24	2841.26	2914.79	2989.56	3065.57
	16.20	16.62	17.05	17.48	17.94	18.40	18.87

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# APPENDIX A (CONTINUED)

## CHILD LIFE WORKER / RECREATIONIST

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<u>APR 1/92</u>						
2564.32	2643.34	2722.36	2801.38	2880.40	2959.42	3038.43
15.78	16.27	16.75	17.24	17.73	18.12	18.70
<u>JAN 1/93</u> *						
2624.45	2703.47	2782.49	2861.50	2940.52	3019.54	3098.56
16.15	16.64	17.12	17.61	18.10	18.58	19.07
<u>APR 1/93</u>						
2676.94	2757.54	2838.14	2918.73	2999.33	3079.93	3160.53
16.47	16.97	17.47	17.96	18.46	18.95	19.45
<u>JAN 1/94</u> *						
2737.06	2817.66	2898.26	2978.86	3059.46	3140.06	3220.66
16.84	17.34	17.84	18.33	18.83	19.32	19.82

\* Pay Equity Adjustments based on PCH Pay Equity Plan of Aug 24/90 (\$0.37/hour)

## DIETARY TECHNICIAN

APR1/92	2293.26	2369.21	2445.15	2521.10	2597.05	2672.99	2748
	14.11	14.58	15.05	15.51	15.98	16.45	16
APR1/93	2339.13	2416.59	2494.06	2571.52	2648.99	2726.45	2803
	14.39	14.87	15.35	15.82	16.30	16.78	17

## CLINICAL COORDINATOR

APR1/93	3311.11	3445.42	3660.25	3875.62	4090.45	4305.82	4520.6
	20.38	21.20	22.52	23.85	25.17	26.50	27.8

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## APPENDIX B - JOB SHARING

MEMORANDUM OF AGREEMENT  
BETWEENPETERBOROUGH CIVIC HOSPITALANDTHE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO  
TO BE APPENDED TO AND FORM PART OF THE COLLECTIVE AGREEMENTJOB SHARING

Two employees may share a full-time position subject to the agreement of all the parties and provided the following conditions are met:

- 1) The initial job sharing arrangement will be on a trial basis for a period of six (6) months. It is understood that the Hospital and the Association will evaluate the program prior to the end of the term in order to determine whether or not it shall continue.
- 2) Job sharing shall be initiated by the incumbent of a full-time position who wishes to enter into such an arrangement and shall require the approval of the Hospital. It is understood that such full-time employee who requests a job sharing arrangement will not have her half of the position posted.
- 3) If approved, the partnership vacancy shall be posted and selection based on the criteria set out in Article 12 of the Collective Agreement save and except that the incumbent retains the right to withdraw her offer to job share should the successful candidate be unacceptable to the incumbent.
- 4) Newly hired job sharers shall be placed at the appropriate step on the salary classification in Schedule A, in accordance with Article 14 of the Collective Agreement. An employee transferring to a job sharing arrangement shall maintain her position on the appropriate salary scale.
- 5) Total hours worked by the job sharers shall equal one (1) full-time position. The division of hours on the schedule shall be determined by mutual agreement between the two employees with the approval of the Director. Job sharers shall not be required to work any shifts outside the shifts of the job-sharing position unless mutually agreed.

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- 6) Staff employed on a job-sharing position accept the conditions for the full-time rotation and hours as scheduled as provided by the Collective Agreement.
- 7) Upon hiring or transferring to a job shared position, each employee shall receive a letter stating:
  - a) that the employee is a job sharing employee;
  - b) the names of the employee(s) with whom she is sharing the position;
  - c) the schedule of hours that she has agreed to work per pay period;
  - d) the hourly rate that she will be paid;
  - e) the salary range for her classification in accordance with Schedule "A" of the Collective Agreement.
- 8) Each job sharer may exchange shifts with her partner as well as with other employees as provided by the Collective Agreement.
- 9) Coverage:
  - (a) It is expected that both job sharers will cover each other's absences. If, because of unavoidable circumstances, one cannot cover the other, the Director must be notified to arrange coverage.
  - (b) Vacation, Maternity Leave, Adoption Leave, Parental Leave and other leaves pursuant to the Collective Agreements:  
  
In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Director, but the remaining member of the position will be given first opportunity to assume the position on a full-time basis if she so desires.
- 10) Paid Holidays - Job sharing employees shall be entitled to paid holidays in accordance with Article 19.6. Job sharers must work the paid holidays where they fall in the rotation, but they can be split equally or negotiated between the two parties. The Director must be notified in writing of any such arrangement.
- 11) The employee are responsible to each other for attendance at staff meetings, committee meetings, and communication of unit information, i.e. inservice schedule, memos, etc.. Attendance of both employees is encouraged where possible.
- 12) For the purpose of salaries and benefits, job-sharers shall be considered part-time staff.

- 13) If one of the job sharers leaves the arrangement, her position will be posted, If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position will be posted in accordance with the Collective Agreement.

### Discontinuation

Either party may discontinue the job-sharing arrangement with thirty (30) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation, It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Dated at Peterborough, this 1 day of August, 1995.

For the Association:

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

For the Hospital:

*[Signature]*  
*[Signature]*  
*[Signature]*

LETTER OF UNDERSTANDING RE. RETROACTIVITY ON MATERNITY AND PATERNAL SUB PLANS

LETTER OF UNDERSTANDING

BETWEEN

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS - ONTARIO

AND

ROUGH IC I

The parties agree that SUB Plan payments for employees who commenced maternity and/or parental leave on April 1, 1992 or thereafter will be adjusted to reflect any increases in wages that occur from April 1, 1992 or after. Such employees will also receive any retroactive amount owed based on the recalculation of the SUB payment using the adjusted wages.

The parties further agree that this letter of understanding is appended to and forms part of the collective agreement.

Signed at Peterborough, this 1 day of August, 19945.

For the Hospital:

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

For the Association:

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