

COLLECTIVE AGREEMENT

BETWEEN

HEALTH CARE COUNCIL OF ONTARIO

(Service employees)

HEREINAFTER CALLED "THE UNION"

AND

**SISTERS OF CHARITY OF OTTAWA
HEALTH SERVICE**

(for SCO Hospital and Villa Marguerite)

HEREINAFTER CALLED "THE HOSPITAL"

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APPENDICES A<B<C<D

1.0 DEFINITIONS

Bargaining Unit Section

Refers to the **two (2)** constituents locals of the Health Care Council of Ontario (HCCO), PNFO Local #1100 (Registered Practical Nurses) and the Ontario Federation of Health Care Workers Local #1110 (all other workers covered under this agreement).

Employee

Is defined **as** everyone in the bargaining unit, employed by **the** Hospital and in any way remunerated.

1.01 Employee Classifications

- a) **Regular full-time:** **An** employee who is hired to regularly **work** the normal **work** week as defined in article 1.13 and whose appointment is for an indefinite period of time.
- b) **Regular Part-time:** **An** employee who is hired to regularly work less than the normal **work** week **as** defined in article 1.13 for **an** indefinite period of time and who offers to make a commitment to be available for work on a regular pre-established basis.
- c) **Casual:** Any employee not mentioned in 1.01 a) and b)
- d) **Summer Relief:** **An** employee who **is** hired **to work** for a definite period of time between June 1 and September 30.

1.02 Position

A position is defined **as** a number **of** working shifts, within a job category, within a **determined** area of the Hospital, where duties are performed.

1.03 Temporary Position

A temporary position is created when a full-time or part-time employee **is** on an authorized leave of absence **for** a period **of time** or when operational needs require the Hospital to open a temporary position for **a** specific **task** with a **determined** period of time.

1.04 Department

A department *is an* organizational entity which is characterized **by** designated staff performing assigned functions, which includes the positions and duties **as** per 'Appendix A' occupied by the employees covered by this Collective Agreement. The departments include: Patient **Care**, Environmental Services, Food Services, Material Management, Engineering Services, Day Hospitals, and the Detoxification Centre.

For the purpose of interpretation and application of this collective agreement, the expression sector/area or unit shall mean an operational subdivision of a department.

1.05 Job Category

Is defined as a group of employees having the same job title and the same salary scale. All Job Categories covered by this agreement are defined in appendix "A" which is a part of this agreement.

1.06 Promotion and Transfer

A Promotion is defined **as** the change of an employee from **one** position to another, having **a** salary scale whose maximum is higher and having greater responsibilities. **A** Transfer is defined **as** the change of **an** employee from one position to another with or without **a** change of classification **and/or** category and having a salary scale which maximum is the same or less than the maximum of the position that the employee is transferred from.

- 1.07 a) **Day: Unless** otherwise specified in the present contract, the expression day should be interpreted as a calendar day.
- b) **Business Working Day:** Defined as those normal working hours of Hospital administration, Monday through Friday exclusive of statutory holidays.

1.08 Pay Period

For the purposes of interpretation and application of this collective agreement, a pay period is constituted **as** fourteen **(14)** consecutive days which extends from the **Sunday** to the Saturday.

1.09 Working Shifts

Means the days of the week during which the employee works seven and one-half (7.5) consecutive hours, exclusive of meal times **or**; the days of the week during which the

employee works his regularly scheduled **hours**, exclusive of meal times.

1.10 Pre-established Working Shift

Is defined as a working shift offered to the employee before the schedule is posted.

1.11 Additional Working Shift

Is defined as an unexpected additional shift offered only after the schedule is posted, to the available employees in the manner prescribed at article 9.02, namely last minute replacements and sick calls.

1.12 Weekend

For the purposes of interpretation and application of this collective agreement, the weekend begins at 23:30 Friday and ends at 23:30 Sunday.

1.13 Normal Work Week

For the purposes of interpretation and application of this collective agreement, a normal work week shall consist of five (5) working days totalling thirty-seven and one half (37.5) working hours.

1.14 Gender Reciprocity

For the purpose of interpretation wherever used herein, the feminine gender shall mean and include the masculine gender and vice versa.

2.0 UNION RECOGNITION

2.01 Scope of this agreement

The Hospital recognizes the Union as the sole Collective Bargaining Agency for all its lay employees of Sisters of Charity of Ottawa Health Service at the Elisabeth Bruyère Health Centre and Villa Marguerite, in the City of Ottawa, save and except persons regularly employed for not more than ~~twenty-four~~ (24) hours a week, supervisors, persons with a rank equivalent to and superior to supervisors, professional medical staff, registered and graduate **nurses**, graduate and undergraduate pharmacists, dietitians, technical personnel, office and clerical staff, social workers, occupational therapists, physiotherapists, recreologists, speech pathologists, audiologists, psychologists, psychometrists, psoriasis therapy assistants, pharmacy technicians, occupational therapy technicians, chiropodists and persons covered by subsisting collective agreements; and all employees of Sisters of Charity of Ottawa Health Service at the Elisabeth Bruyère Health Centre and Villa

Marguerite, in the City of Ottawa, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional medical staff, registered and graduate nurses, graduate and undergraduate pharmacists, dietitians, technical personnel, supervisors, persons with a rank equivalent to and superior to supervisors, office and clerical staff, social workers, occupational therapists, physiotherapists, ~~recreologists~~, speech pathologists, audiologists, psychologists, ~~psychometrists~~, psoriasis assistants, pharmacy technicians, occupational therapy technicians, chiropodists and persons covered by subsisting collective agreements; and, all employees of the Sisters of Charity of Ottawa Health Service at the ~~Elisabeth Bruyère~~ Health Centre in ~~the~~ Detoxification Centre located at 58 Bruyère Street, Ottawa, Ontario, save and except supervisors, persons above the rank of supervisor, social worker, clerical staff and persons covered by any subsisting collective agreements; and all lay employees of Sisters of Charity of Ottawa Health Service at the Saint-Vincent Hospital in the City of Ottawa, save and except the following: medical staff, chef cook, pharmacy, medical records, recreation and leisure ~~and~~ library personnel, administration, secretarial and clerical staff, supervisors and those with a ~~rank~~ equivalent to or superior to supervisors; telephone operators, information clerks, printing staff, security guards, summer relief, students, employees covered by the existing Collective Agreements with the Ontario Nurses Association, local 84, the Association of Allied Health Professionals: Ontario, the International Union of Operating Engineers Local 796 and the Ontario Public Service Employees Union local 413.

2.02 No solicitation in the workplace

The Union agrees that there shall be **no** solicitation for membership or other Union activities transacted on the premises of the Hospital, except as may be specifically permitted by this Agreement or in writing by the Hospital.

3.0 UNION SECURITY

3.01 Union membership

Employees in all categories covered by this agreement shall, as a condition of employment, become and remain members of the Union in good standing according to the Constitution and By-Laws of the Union.

3.02 Union dues

- a) The Hospital agrees to deduct bi-weekly from the employees pay the amount certified by the Union as being the dues and /or assessments of the Union and to remit same to the Union before the 15th day of the following month.
- b) Notice of any change in the official rate of Union dues and/or assessments will be

provided in writing by the Union to the Human Resources Director or his designate at least one month prior to the date that the new rate is to be implemented.

- c) The **Union** dues will be deducted beginning with the employee's first pay period.
- d) ~~In~~ consideration of the deducting and forwarding of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting ~~from~~ the application of this Article.
- e) The amount deducted under this Article shall be remitted monthly to the Union's Provincial Office. ~~In~~ remitting such dues the Hospital shall provide a list of deductions made in alphabetical order ~~and~~ a list ~~of~~ employees by category.

3.03 Bulletin Board

The Hospital agrees to ~~furnish~~ an enclosed notice board large enough to facilitate the needs of the Bargaining Unit in the proximity of the cafeteria and of the Employee Health Office at Saint-Vincent Hospital, in the proximity of the cafeteria at Elisabeth Bruyère Health Centre, at Villa Marguerite, at Bronson Pavilion, and at Detoxification Centre.

The Union representative ~~may~~ post on this board ~~any~~ notices of Union meetings. All other notices may be posted by the Union representatives with the authorization of Human Resources.

3.04 Union Locale

The Hospital agrees to provide a suitable locale at both sites in order ~~for~~ the union representatives to meet with employees and to ~~receive~~/return phone calls.

4.0 MANAGEMENT RIGHTS

The **Union** recognizes that the management of the Hospital and the direction of the workforce are fixed exclusively by the Hospital and shall remain solely with the Hospital except ~~as~~ specifically limited by a provision of this Agreement. The Union acknowledges that it is the exclusive function ~~of~~ the Hospital to:

- 4.1 maintain order, discipline and efficiency, and establish and enforce reasonable rules and regulations governing the conduct of its employees;
- 4.2 hire, discharge, classify, direct, transfer, lay off, promote, demote, assign, retire, recall, 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;

- 4.3 determine, in the interest of efficiency or operation and highest standard of service, job rating or classification, hours of **work**, work assignments, methods of doing the work and the working establishment for any service;
- 4.4 ~~determine~~ the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in order to ensure efficiency of operations;
- 4.5 make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall **not** be inconsistent with the provisions of this agreement. The Hospital will inform the employees and the Union of any major changes in rules and regulations.

The Hospital recognizes that in exercising its rights it will do so in a fair and equitable manner not inconsistent with the provisions of this agreement.

5.0 **NO STRIKE/ LOCKOUT**

The Hospital shall not cause or direct ~~any~~ lockout of its employees and the Union shall not cause direct or consent to any strike or other collective action by its members which will stop, curtail, or interfere with the operation of the Hospital. If any such action should be taken by the employees, the Union shall instruct the employees to return to work and perform their duties in the usual manner.

6.0 **UNION REPRESENTATION**

6.01 Union Executives/ Representatives

- a) The Union agrees to furnish the Hospital with a list of the Union's Executive Committee members and **Union** Representatives within ten (10) calendar days of their election. Any changes to such aforementioned list shall be indicated to the Hospital within ten (10) calendar days of such changes.
- b) Representatives of the Union may meet with Hospital authorities by appointment. Such appointments will be scheduled within three (3) days and ~~the~~ meeting will be held within three (3) weeks with the Director of **Human** Resources.

6.02 Negotiating Committee

Four **(4)** employees who are members of the Union are permitted to attend, without loss

of pay, meetings with the Hospital's Negotiating Committee for **any** renewal of the collective agreement. The Hospital agrees to pay the aforementioned members for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including arbitration.

6.03 Occupational Health and Safety Committee

Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept **as** a member of its Occupational Health and Safety Committee, one (1) representative and alternate from the bargaining unit selected ~~or~~ appointed by the Union. The Union representative will perform Committee approved functions without loss of wages. Such appointment should be valid for the present period of the collective agreement.

6.04 Labour-Management Committee

A Labour-Management Committee shall be established with two **(2)** representatives of the Hospital and two (2) representatives of the Union. The Committee shall meet on a quarterly basis, or more often if necessary. This committee shall set forth its **own** (mutually agreed upon) Terms of Reference.

7.0 GRIEVANCE **AND** ARBITRATION PROCEDURE

7.01 Definition of grievance

A grievance under this Agreement shall be defined as a difference or dispute between the Hospital and any employ~~ee~~(s) which relates to the interpretation, application, administration, or alleged violation of the Agreement.

A grievance, to be acceptable under this Agreement, must be in writing, shall specify the article or articles allegedly violated, shall contain a precise statement of the facts relied upon, shall indicate the relief sought, and shall be signed and dated by the **grievor**.

7.02 Intent of the parties

It is the mutual desire of ~~the~~ Hospital and Union that all grievances shall be resolved as quickly as possible. It is further agreed that the designated grievance procedure, **as** hereinafter set forth, shall ~~serve~~ as the proper **means** to be utilized by the **grievor** for the prompt disposition, decision and final settlement of the grievance.

7.03 Individual grievance Step I - Informal Stage

It is understood that an employee who has a complaint shall first discuss it with **the** Immediate Supervisor **or his** delegate within seven (7) calendar days of the occurrence of the incident which gave rise to the complaint or of becoming aware of the occurrence of the incident giving rise to the complaint in order to provide **an** opportunity for response and adjustment to **the** complaint.

Should no resolution to the complaint be forthcoming at **this** stage, the employee may submit a formal grievance to the next step in the procedure within seven (7) calendar days of the meeting with the Immediate Supervisor.

7.04 Step II - Written stage

The grievor, through a Union representative, may submit the grievance to the Immediate Supervisor, in writing, and the Immediate Supervisor shall reply in writing within ten (10) calendar days. Should no satisfactory settlement be reached at this step, the grievor may, within ten (10) calendar days of receipt of the written response at Step II, submit the grievance to Human Resources.

7.05 Step III - Meeting stage

Upon receipt of the written grievance, Human Resources will schedule a meeting within ten (10) calendar days to discuss the matter. Human Resources shall reply in writing within ten (10) calendar days of the meeting. Should no satisfactory settlement be reached at this step, the grievor may, within ten (10) calendar days of receipt of the written response at Step III, submit the grievance to arbitration.

The grievance procedure for an employee who claims he/she has been discharged, shall be dealt **with** commencing at Step III, within five (5) calendar days after the discharge.

7.06 Policy Grievance

A Union (policy) grievance shall be presented in writing to the Human Resources Director and an Hospital (policy) grievance should be presented **to** the Union President or delegate within ten (10) calendar days following the occurrence, or ought to have come to the attention of the parties, which gave rise to the grievance.

7.07 Scheduling Grievance

Where a grievance results from the Distribution of Additional Working Shifts (Booking Protocol) the employee may submit a grievance in writing at Step II to **the** manager responsible for scheduling. The Manager's reply will include the supporting documentation. Should no resolution to the complaint be forthcoming at this stage, the employee may submit a formal grievance to Step III of the Grievance and Arbitration

procedure.

7.08 Group Grievance

- a) The Union, on behalf on several employees collectively, may present a group grievance when it suspects a violation of the present Collective Agreement. The group grievance is forwarded in writing to the appropriate manager within ten (10) calendar days of the suspected infraction by the Union representative. The Hospital will reply in writing within ten (10) calendar days o fthe receipt of the grievance.
- b) In the case that the reply is not satisfactory, Human Resources will schedule a meeting within ten (10) calendar days of the date of the reply in order to settle the grievance.
- c) **The** Hospital has the right to grieve if he feels that an employee, group of employees or the Union had contravened the Collective Agreement. In such case, the inverse procedure will apply.

7.09 Grievance Settlements

Agreements reached between **the** Hospital and the Union in the settlement of grievances must be in writing and signed by representatives of both parties.

7.10 Arbitration

- a) A person who has been involved in an attempt to negotiate or settle a grievance may not be appointed chairperson of the arbitration board.
- b) Each of the parties shall bear the expense of their nominee appointed by it and the patties shall jointly bear the expenses of the chairperson of the arbitration board.
- c) No matter may be submitted to arbitration which as not been properly carried through all the previous steps of the grievance procedure.
- d) The arbitration board shall not be authorized to make **any** decision inconsistent with the provisions of this agreement to alter, modify or amend any part of this collective agreement.
- e) The proceedings of the arbitration board will be expedited by the parties hereto. Should the decision of the **majority** decision not be possible, then the decision of the chairpersons shall be final and binding.

- i) If **both** parties agree, the matter will be submitted to a single arbitrator who shall be appointed in place of a board of arbitration.
- ii) The arbitrator shall be appointed from **a** list of arbitrators agreed upon between the parties and shall have the same powers as a board **of** arbitration under this agreement.

7.11 Extension of time limits

All the time limits prescribed in this Article are mandatory but may be extended by mutual agreement of the parties in writing, otherwise a grievance will be deemed to be abandoned. Such extension shall not be unreasonably withheld.

8.0 DISCIPLINARY MEASURES

8.01 Formal discipline

When the Hospital suspends or dismisses an employee, the Hospital must notify the employee in writing outlining the **reasons** and the facts which resulted in the suspension or dismissal. At the **same** time, the Hospital must also advise the Union in writing.

8.02 Right to union representation

The employee is entitled to be represented by a Union representative at the time of a suspension or dismissal. The Hospital will notify the employee of this right.

9.0 HOURS OF WORK

9.01 Scheduling Provisions

- a) **Work** Schedules are prepared based on the operational needs of the Hospital and will be posted **a** minimum of two **(2)** weeks and a maximum of six **(6)** weeks in advance, ~~with~~ the exception of ~~Christmas and~~ prime time summer vacation. The Hospital will provide the Union and employees ~~with~~ advance notice of the Christmas ~~and~~ summer schedules. Special requests will not be unreasonably denied.
- b)
 - i) In the event of a cancellation of **a** pre-established working shift with less than fifteen **(15)** hours notice, the part-time employee will be paid four **(4)** hours at the appropriate regular rate of pay.
 - ii) A part-time and casual employee who is called in to work will be paid for **a** minimum of **four (4)** hours at their appropriate rate of pay unless

overtime or premium pay applies.

If the working shift is less than four (4) hours, the employee who is called in to work will be paid for the hours worked.

- c) A part-time employee who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours pay at the appropriate regular hourly rate. When the regular duties are not available, the employee shall be required to perform any assigned duties which falls within his competency and category.
- d) All regularly scheduled work shall have sixteen (16) hours between shifts. Where such a minimum of sixteen (16) hours is not granted, the employee will be remunerated at the rate of time and one half (1 1/2) for the first shift. Except for casual and part-time employees who are offered work and agree to work a short change with no penalty for refusal. Casual and regular part-time employees who are offered work and agree to work a short change will not be entitled to overtime.
- e) It is agreed that no employee will be scheduled to work more than six (6) consecutive days. If however, it is obligatory for the employee to work more than six (6) consecutive days he will be remunerated at the rate of time and one-half (1/12) at his normal rate for the hours worked in excess of six (6) days.
- f) It is understood the no employee can be scheduled for more than seventy-five (75) hours per pay including any working shifts, vacation days, sick days and/or any other kind of authorized leaves.
- g) Part-time employees who agree to work immediately before or beyond their scheduled hours of work will do so at their regular rate of pay unless overtime and or premium rate apply.

9.02 Distribution of Working Shifts

To ensure a fair distribution of working shifts, the Hospital will endeavour to offer the pre-established working shifts by seniority within a category on the posted schedules, up to the employee's commitment to work.

- a) Providing that employees meet the requirements of the job, bargaining unit employees shall also be offered the opportunity to work additional working shifts by seniority within their category up to a maximum of ten (10) working shifts per pay period, except those working as meal helpers, based on their expressed availability, in the following manner :

- i) Permanent part-time employees and casual employees working in a temporary part-time position in a designated area or respective sector or unit will be called first followed by;
 - ii) Permanent part-time employees and casual employees working in a temporary part-time position any where else in the Hospital;
 - iii) Casual employees ;
 - iv) Employees from the on-call list who normally works in other categories.
- b) A representative of H.C.C.O. (LIUNA) reserves the right to verify the efficacy of the booking protocol in a mutually agreeable manner.
 - c) It is understood that the Hospital may book in advance working shifts, each time a **new** rotation schedule occurs.
 - d) Where the seniority/availability list has been exhausted, extra shifts or possible overtime hours will offered according to this protocol

9.03 Change in Availability

The availability of each employee must be submitted in writing to Management. The employee will provide Management with forty-eight (48) hours written notice of any changes in their availability, except in cases of emergency at which time the employee will give as much notice as possible.

9.04 Shift Exchange

Request for changes in days ~~off~~ for working shifts on the posted scheduled must be submitted in writing and co-signed by an employee willing to exchange days off or shifts to the Immediate Supervisor forty-eight (48) hours in advance except in cases of emergency. It is understood that such changes in days off or shifts initiated by the employees and approved by the Hospital shall not result in overtime payment.

9.05 Weekend work and days off

- a) All full-time employees shall be scheduled to work every second weekend unless departmental operations do not require weekend work.
- b) All part-time employees will be scheduled to work every second weekend unless the employee chooses to make themselves available for more weekends.

9.06 Change In Hours of Work

The Hospital agrees to give the employees and the Union four **(4)** weeks notice in advance of any major changes in working **shift hours**.

9.07 Rotating Schedules

a) Personnel will be recruited for permanent evening and **night shifts** to meet operational requirements of each department. Otherwise all staff will rotate equitably amongst the employees of the same category, **as** required in each department. Rotation schedules of evening and night **shifts** shall not exceed seven consecutive days.

b) Subject to the approval of the Director of the Service an employee on permanent evening or night shift may be placed on regular shift on a temporary basis for reorientation.

9.08 Reporting Time

When **an** employee **is** called-in to work, he will be paid for all hours worked as of the moment he arrives unless one of the following conditions applies:

- i) If called-in one (1) hour or more prior to the commencement of the **shift** and arrives **on** time, the employee will be paid for the full shift.
- ii) If called-in less than one (1) hour prior to the commencement of the shift and arrives within one (1) hour of the call, the employee will be paid for the **full shift**.
- iii) If called after the commencement of the shift and arrives within one (1) hour of the call, the employee will be paid **as** of the time of the call.

9.09 Rest and Meal Periods

The employee is entitled to two **(2)** paid rest periods of fifteen (15) minutes and one (1) unpaid meal period of thirty **(30)** minutes for each normal working shift of seven and one half (7.5) consecutive hours. The employee is entitled to one (1) paid rest period of fifteen (15) minutes and one (1) unpaid meal period of thirty (30) minutes for each normal working shift exceeding five (5) consecutive hours. The employee who works less than five **(5)** consecutive hours is entitled to one (1) paid rest period of fifteen (15) minutes.

However, the employee is not permitted to take rest periods either at the beginning or at the end of his normal work day nor **as** an extension of his meal period. Such rest periods

are to be taken as approved by the Immediate Supervisor based on **the** operational needs.

9.10 Call Back

An employee called back **to** work will be paid a minimum of four (4) hours at straight time or at time and one-half (1 ½) for hours actually worked, whichever is greater.

9.11 Premium Pay

- a) **An** employee who works on **the** evening and/or night **shift** is paid a premium of 60 cents an hour when the majority of his daily hours of work are between the period of 2:00 p.m. in the afternoon and 8:00 a.m. in the morning.
- b) **An** employee is paid a weekend premium of 60 cents an hour for each hour worked from 23:30 Friday night to 23:30 Sunday night.

9.12 Overtime Pay

- a) All work authorized in excess of seven and one-half (7.5) hours a day or **seventy-five (75)** hours per pay period will be remunerated **at** the rate of time and one half (1 1/2). Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (**24**) hour period **as** a result of a shift exchange at the request of the employee,
- b) **An** employee who works at least four (4) hours of overtime shall be provided at the time of the meal period with a hot meal or four dollars if the Hospital is unable to provide the hot meal.
- c) **A** rest period of fifteen minutes duration will be scheduled when authorized overtime work if for a period of at least three (3) hours.

9.13 Waiver of scheduling provisions

- a) The scheduling regulations will be waived **for** a period of twenty-five (25) calendar days **in** order to facilitate **the** scheduling and time **off** at Christmas and New Year periods.
- b) The Hospital will schedule three (3) days **off** at either Christmas and New Year for all regular full-time and regular part-time employees and will endeavour to schedule up to **a** maximum of five (**5**) days off.
- c) The employees will work Christmas or New Year's. However, they may work neither or both by exercising a mutual exchange in shifts.

9.14 Mobilization Protocol

If staff are required to mobilize ~~off~~ their unit, ~~the~~ casual employee, the mobile employee, the least senior part-time employee and ~~as~~ a last resort the ~~least~~ senior full-time employee will mobilize in that order.

10.0 ANNUAL VACATION

10.01 Accumulation of vacation leave

- a) The vacation year shall be from May 1st to April 30th inclusive of the following calendar year.
- b) **A** full-time employee shall ~~earn~~ vacation leave credits for each calendar month during which he receives his regular pay for at least ten (10) days or a compensation from the Workplace Safety and Insurance Board (WSIB) on the following basis:
 - i) 3 weeks annual vacation with pay after one (1) year of service as of April 30th;
 - ii) 4 weeks annual vacation with pay after five (5) years of service as of April 30th;
 - iii) 5 weeks annual vacation with pay after thirteen (13) years of service as of April 30th;
 - iv) 6 weeks annual vacation with pay after twenty-four (24) years of service ~~as~~ of April 30th.
- c) The regular part-time employee will accumulate in ~~bank~~ 6% vacation pay, 8% vacation pay after **five (5) years of** service as of April 30th; 10% vacation pay after thirteen (13) years of service ~~as~~ of April 30th; 12% vacation pay after twenty-five (25) years of service ~~as~~ of April 30th. If not taken during the fiscal year, the bank will be paid every year as of April 30th.
- d) Notwithstanding ~~the~~ provision of Article 10.01(b) and (c), an employee will not accumulate vacation credits while receiving compensation from the Workplace Safety and Insurance Board (WSIB) for any period in excess of twelve (12) ~~months~~ following the date of the claim.

10.02 Scheduling of vacation

- a) Annual vacation must be taken before the end of the applicable year, April 30th.
- b) A week of vacation shall be defined as seven (7) consecutive calendar days, which includes five (5) vacation days and two (2) days off.
- c) Whenever possible, the Hospital will endeavour to maintain the Master Rotation during the vacation period.
- d) Prior to leaving on vacation, employees will be notified of the date and time on which to report for work following the vacation, upon request.
- e) The scheduling of vacation leave is subject to the operational requirements of the work area, department, unit and the Hospital and every reasonable effort shall be made to comply with the employee's request.
- f) Vacation should be taken in the following manner: during prime time, only one (1) bloc of a maximum of three (3) consecutive weeks may be taken. Outside of prime time, requests for separate vacation days will be considered when operational needs are met and replacement is available.
- g) Replacement capacity will be determined by sector or unit within a department and by category. Vacation dates will be granted based on the Hospital seniority, by category, and by sector or unit within a department.
- h) Employees who request the weekend off before and after their vacation, who are leaving on their weekend off and who take an even-numbered of weeks, will be guaranteed the weekends off without taking a float, statutory in-lieu or an additional vacation day.
- i) In situations other than in (h) above, the Hospital will endeavour to give each employee the opportunity to take the weekend before and after the vacation off by taking a float, statutory in-lieu or vacation day as an additional day off.
- j) All employees must take their annual vacation by indicating their preferences on the posted vacation planner no later than March 31. Any change in the vacation guidelines must be discussed with the Union on an annual basis.
- k) It is mandatory that all full-time employees indicate their choice of all entitled vacation for the year and that permanent part-time employees and casual employees in temporary positions may take the number of vacation weeks to which they are entitled, but must however indicate their choice on the vacation planner for at least two (2) weeks.

- l) **An** employee may request a special vacation schedule for travel or exceptional purposes, or if there is "prime time" vacation available after all scheduling requests have been met. Such request will not be unreasonably denied.
- m) The employee who wishes to change his scheduled vacation date must submit a written request at least three (3) weeks in advance of the scheduled vacation and the desired vacation leave. If the request is refused, **reasons** for such refusal will be given in writing within five (5) days of the request.

10.03 Sickn~~ess~~ during vacat~~ion~~ time

- a) Scheduled vacation days shall not be replaced by sick days during the employee's vacation.
- b) **In** the event that an employee requires hospitalization while **on** vacation he shall be deemed to be on sick leave to the extent that he is so hospitalized for twenty-four (24) hours during his vacation period. The convalescence period, as defined by the employee's physician, shall also be deemed sick leave. Proof of the hospitalization must be submitted in such circumstances. Vacation days **so** displaced will be rescheduled at a mutually agreeable date.

10.04 ~~Summer~~ Relief Work

Regular part-time and casual employees are to be given priority for Summer Relief work provided that they apply for Summer Relief positions (temporary part-time). The Hospital will post a notice **on** all bulletin boards for the recruitment period for Summer Relief positions. **Forms** will be available **to** all staff interested in applying and such positions will be assigned by seniority.

- 10.05 Casual employees will be entitled **to** leave without pay in accordance with the terms and conditions provided for regular full-time and regular part-time employees' vacation leave.
- 10.06 If both spouses are employed within the **same** bargaining unit, they may **take** their vacation at the **same** time with the stipulation that operational needs are met and that the choice of vacation of the spouse with lesser seniority shall prevail.
- 10.07 An employee who leaves the employ of the Hospital for any **reason** shall be entitled to receive **any** unpaid vacation pay which is accrued to his date of separation.

11.0 SENIORITY

11.01 Accumulation of seniority

- a) Full-time employees accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, unless a greater benefit is provided through Provincial or Federal Statutes.
- b) Part-time or casual employees will accumulate one (1) year seniority for each fifteen hundred (1500) hours worked in the bargaining unit from the last date of hire, unless a greater benefit is provided through Provincial or Federal Statutes.

11.02 Seniority list

- a) The Hospital will furnish the Bargaining Unit, once a month, with a list of new employees including their date of employment, category, classification, as well as a list of terminations indicating the name, date of employment and date of termination of the employees.
- b) The Hospital will also maintain a seniority list outlining the seniority of employees in full-time positions. A separate list is also maintained for regular part-time and casual employees. These seniority lists will be provided four (4) times a year to the Union upon request, one of which will include the employee's most recent address and telephone number.

11.03 Loss of seniority :

- a) The employee preserves and accumulates his seniority in the following cases:
 - 1) authorized leave of absence without pay of less than one (1) month duration;
 - 2) when receiving any of the fringe benefits mentioned in this agreement;
 - 3) absences as a result of workplace accidents or occupational illnesses recognized as such by the Workplace and Safety Insurance Board.
- b) The employee preserves but does not accumulate seniority in the following cases:
 - 1) absence for sickness up to twelve (12) months after the expiration of his paid sick leave;
 - 2) a lay-off of up to twenty-four (24) months;
 - 3) authorized leave of absence without pay for a period exceeding one (1)

month;

c) The employee loses his seniority and his employment in the following cases:

- 1) voluntary resignation;
- 2) dismissal with just cause and is not reinstated through the grievance and arbitration process;
- 3) layoff exceeding twenty-four (24) months;
- 4) an unexplained or unauthorized absence of three (3) consecutive days without reasonable cause;
- 5) Upon receipt of a disability pension from the Workplace and Safety Insurance Board.

11.04 Probationary Period

Every employee as defined in article 1.01 is probationary during the first sixty-five (65) working days following his date of employment. During this period, the stipulations of the collective agreement determine his working conditions and his remuneration but in the case of termination of employment, he will not avail himself of the grievance procedure. Upon completion of his probationary period, the employee's seniority is counted retroactive to the date of his employment.

If an employee is laid off before having completed the probation period stipulated above, he is entitled to credit the same number of days of service which he has accumulated before being laid off should he be reemployed within sixty (60) calendar days of having been laid off.

A temporary employee who has worked in a position for more than sixty-five (65) days as a temporary employee will not be subject to the probationary period if he is reclassified as a regular employee in the same category. In such a case, his date of employment for seniority purposes will be retroactive to the date of his last appointment as a temporary employee. His eligibility date for benefit purposes will however be the date of his employment as regular employee.

The probationary period may be extended by the mutual agreement of the Hospital, the Union, and the probationary employee. It is agreed and understood that such extension will not exceed an additional sixty-five (65) days worked. The Hospital will advise the employee and the Union in writing of the basis of such extension.

11.05 Seniority upon transfer

- a) **An** employee whose **status** is changed from full-time to part-time or casual shall receive credit for her or his full-seniority on the basis of fifteen hundred (1500) hours worked for each year of full-time seniority. **An** employee whose status is changed from part-time to full-time seniority shall receive credit for her or his full seniority **on** the basis of one **year** of seniority for each fifteen hundred (1500) hours worked.
- b) **An** employee whose status is changed from casual to part-time preserves his full seniority and vice versa.
- c) It is understood that no employee will accrue more than one full-time year of seniority per full service year.

11.06 The seniority of a regular part-time or casual employee is calculated on the basis of fifteen hundred (1 500) hours worked for the purpose of benefits calculations.

11.07 Long Service Premium

Long Service Premium will be paid to all regular full-time and regular part-time employees **on** the following basis:

- after 15 years of service: \$ 6.00 per week
- after 20 years of service: \$ 8.50 per week
- after 25 years of service: \$ 12.00 per week
- after 35 years of service: \$ 18.00 per week

12.0 LAYOFFS

12.01 In **the event** of proposed layoffs of a permanent nature, the Hospital shall:

- a) provide the Union with no less than twelve (12) weeks written notice of the proposed layoffs;
- b) meet with the Union to review the following:
 - i) the reason for the layoff;
 - ii) **the** service the Hospital will undertake after layoff;
 - iii) the method and implementation including the areas of cutback **and** employees **to** be laid off;

- c) identify vacant position with the bargaining unit or positions which are temporarily filled but which become vacant within a six (6) month period.

12.02

- a) Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this agreement.
- b) A Redeployment Committee will be established to review the matter mentioned in article 12.01 b) above and to ensure that the layoff procedure is properly followed and is in the best interest of the affected employees.

- c) The Redeployment Committee Composition:
The Redeployment Committee shall be comprised of an equal number of representatives of the Hospital and of the Union. Members of the Redeployment Committee will be paid for time spent at such meetings. Union members of the Redeployment Committee shall also serve on any such Hospital committee with the same or similar terms of reference.

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

- d) The Mandate of the Redeployment Committee is to:
 - i) Identify and propose possible alternatives to the proposed **lay-offs** or elimination of positions.
 - ii) Identify vacant positions within the bargaining **unit** in the Hospital or positions within the bargaining unit which are currently filled which will become vacant within a twelve **(12)** month period.
 - iii) Identify the retraining needs of workers and provide reorientation needed for workers who would otherwise be laid off.
 - iv) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step II.
- e) Disclosure:
The Hospital shall provide to the Redeployment Committee, all pertinent staffing

and financial information.

f) Alternatives:

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to the layoffs to the Hospital's Chief Executive Officer or his delegate.

12.03 The Hospital will endeavour to provide the affected employee(s) with no less than eight (8) weeks written notice of layoff or pay in lieu thereof:

- a) Where, in the case of layoff, ability is equal as between two or more employees, seniority by category within the department shall be the governing factor.
- b) Employees who **are** in a layoff situation will be recalled to duty in the reverse order of seniority, subject to qualifications and ability, before the posting procedure for vacant positions is implemented. This procedure will be in effect for a period of twelve (12) months after the date of the layoff.
- c) Employees cannot be promoted as a result of a bumping process.
- d) Employees laid **off** are entitled to receive a severance indemnity in accordance with the SCO Hospital policy.

12.04 In the case of layoff, an employee can exercise his bumping as follows:

- a) The employee receiving the layoff must bump a least senior employee in his category **and** department, if possible, or may bump into the same category outside his department or in a different category when there are no more possibilities;
- b) The first **and** second employee laid-off may bump in the same manner mentioned above;
- c) The third employee must bump the least senior employee in his category when possible or the least senior employee in the bargaining unit;
- d) The fourth employee must bump the least senior part-time employee in his category when possible or the least senior employee in the bargaining unit;
- e) The fifth employee is effectively laid off.

12.05 An employee in receipt of notice of layoff pursuant to article 12.01 (a) (ii) may:

- a) accept the layoff with recall rights; or
- b) waive the recall rights and opt to receive a separation allowance in accordance with Employment Standards Act RSO (current year) or Hospital policy, whichever is greater; or
- c) opt to retire, if eligible under the terms of the Hospital of Ontario Pension Plan; or
- d) accept a transfer in a vacant position or exercise the right to bump into a position.

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

Employees on layoff shall be given preference for temporary vacancies within their job category. **An** employee who has been recalled to such temporary vacancy shall not be obliged to accept such recall and may remain on layoff.

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

For the purpose of layoff, bumping and recall, the procedure specified in this article will be done by section of the bargaining unit.

Employees from one section will not be able to bump into the other section. .

13.0 VACANT POSITIONS AND TRANSFERS

13.01 Posting process

- a) All vacancies **and** new positions shall be posted, on the Union bulletin boards and in the posting application system, at all sites for a period of seven (7) calendar days. The process for replacing permanent positions will be initiated within thirty (30) days of the vacancy. The posting shall indicate the category, classification, requirements of the job, the effective date when applicable, the hours of work, and the department.
- b) Where there are no successful applicants **from** within the Section for a vacant position referred to in this article, employees in the other Section of the bargaining unit will be considered for such position prior **to** considering persons not

employed by the Hospital.

- c) The Hospital may temporarily fill the position until the successful candidate has been chosen. When the position has been filled according to this article, the name of the successful candidate will be posted on the notice board for seven (7) calendar days.
- d) The Hospital may choose not to post temporary vacancies when the expected duration is of less than sixty-five (65) calendar days. When a vacancy is expected to last longer than sixty-five (65) calendar days, the Hospital will post the said vacancy in accordance to this article.
- e) When a temporary vacant position ends, the employee who has filled the position will return to his former position. However, if the duration of the vacancy is extended, the employee who has filled the temporary vacancy can accept to stay in the temporary position or return to his former position.

13.02 Subsequent vacancies

- a) The two subsequent vacancies created by the filling of an initial vacancy will be posted in the same manner as outlined in 13.01. Any subsequent vacancies need not be posted.
- b) An employee selected for a permanent position as a result of a posted vacancy need not be considered for a further permanent vacancy for a period up to six (6) months from the date of his or her selection, unless this vacancy constitutes a promotion.
- c) An employee selected for a temporary position as a result of a posted vacancy need not be considered for a further temporary position for a period of up to three (3) months from the date of her selection.

13.03 Selection Process

In cases where qualifications, performance, and ability are reasonably equal, seniority shall be the deciding factor when decisions are made with regards to promotions and transfers.

13.04 Determination of new salary

The promoted employee shall receive, in his new classification and/or category, the hourly rate on the scale of the new category immediately above the salary that he was receiving in the category that he left. The demoted employee shall receive a salary on the

new scale but at the same increment that he was receiving.

13.05 Trial Period

In cases of promotion, voluntary demotion and voluntary transfer to another job category, **an** applicant selected on the basis of 13.03 above will be given the opportunity of fulfilling the duties of the new position during **a** trial period of thirty (30) calendar days for full-time employees and sixty (60) calendar days for part-time employees, unless mutually agreed upon.

If the employee fails to meet the requirements for the job during the said period **or** if the employee wishes to relinquish the promotion, voluntary demotion or voluntary transfer to another position, he will be returned to his former position in the **same** unit **or** section without **loss** of seniority.

13.06 Waiver of posting

Both parties agree to form a committee to discuss the possibilities of eliminating the above-mentioned posting procedures in situation where the posting of vacant positions would be to the detriment of certain employees. Such committee shall be composed **of** **two** (2) representatives for each party.

14.0 MATERNITY AND PARENTAL LEAVE

14.01

- a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this Article.
- b) The requirements of eligibility for maternity leave will be ten (10) months of continuous employment which may include any authorized leave of absence with or without pay.
- c) The employee will give written notification at least one (1) **month** in advance of the date of commencement of such leave and the expected date of return. Such notification must be accompanied by a medical certificate from the attending physician attesting to the pregnancy and indicating the probable date of delivery; such a certificate is subject to the scrutiny of the physician of the Employee Health Department.

14.02 The length of the leave is established as follows:

- a) The employee may cease **work** at **any** time during the pregnancy upon recommendation of her attending physician. However, the Employee Health

Department reserves the right to require that the employee cease to work if the state of her health becomes incompatible with the type of work she is required to perform, or to require that the employee perform alternate work compatible with the employee's condition.

- b) The employee may extend her maternity leave up to six (6) months.
- c) If the employee does not return to work within the prescribed delay she loses both her seniority and her employment.
- d) Where it is not possible for her to return to work, she must nevertheless produce a certificate from her attending physician, all of which then becomes subject to the article on sick leave.

14.03 Upon confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Employment Benefit Plan, an employee who is on maternity leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 30 of the Employment Insurance Act, 1971, will be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between 75% of her regular weekly earning and the **sum** of her weekly Employment Insurance benefits and any other earnings. Such payment will commence following completion of the **two (2)** week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance, pregnancy benefits and will continue while the employee is in receipt of such benefits for a maximum period of fifteen (**15**) weeks. The employee's regular weekly earnings will be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

14.04 Parental Leave - In accordance with the Employment Standards Act, 1990, an employee who has worked for at least thirteen (**13**) weeks of continuous service, is entitled, upon request, to a leave of absence of a maximum of eighteen (18) weeks. An employee on parental leave as provided under this agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 30 of the Employment Insurance Act, 1971, shall be paid a supplemental Employment benefit. **The** benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings **and** the **sum** of her weekly Employment Insurance benefits and my other earnings. Such payment shall commence following completion of the two week Employment insurance waiting period, and receipt by the Hospital **of** the employee' s Employment Insurance cheque stub **as** proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a

maximum period of ten (10) weeks. The employee's regular weekly earning shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

15.0 PATERNITY LEAVE

In the event of the birth of his child, a male employee will be granted two scheduled working days with pay which will be taken within two weeks of the date of birth as mutually agreed with his Immediate Supervisor.

16.0 LEAVE OF ABSENCE

16.01 Educational Leave

- a) Leave of absence, without pay for the purposes of further education directly related to employment with the Hospital may be granted on written application by the employee to the Immediate Supervisor. Request for such leave will be granted based on operational requirements.
- b) If required by the Hospital, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his employment qualifications. Where employees are required by the Hospital to take courses to upgrade skills or acquire new employment qualifications, the Hospital shall pay the tuition fee of the course.
- c) Leave of absence without pay for the purpose of attending short courses, workshops or seminars directly related to the employees employment at the Hospital may be granted at the discretion of the Hospital upon written application by the employee to the Immediate Supervisor. Request for such leave will be granted based on operational requirements.

16.02 Personal Leave

The Hospital may, in its discretion, grant a leave of absence without pay to any employee for personal reasons. Employees on leave of absence without pay in excess of thirty (30) calendar days are not actively employed by the Hospital, and such time will not be counted in the calculation of length of service, annual vacation, sick leave, statutory holidays, premium sharing.

16.03 Authorization for leaves

When an employee is granted a leave of absence without pay, the Immediate Supervisor issues a written authorization. In such cases the employee retains all acquired rights

according to the terms of ~~this~~ collective agreement providing that he returns to work within the prescribed period.

16.04 Pre-Paid Leave Plan

The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions.

- a) The plan is available to employees wishing to spread four **(4)** years' salary over a five **(5)** year period, in accordance with Part LXXVIII of the Income ~~Tax~~ Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four **(4)** years of salary deferral.
- b) The employee must make written application to the Director of Human Resources or her/his designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- c) The year for purposes of the program shall be September 1 of one year to **August 31** the following year or ~~such other~~ his twelve (12) month period as may be agreed upon by the employees, the local Union and the Hospital.
- d) Written application will be reviewed by the Director of Human Resources or her/his designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for ~~leaves~~ required for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four **(4)** years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- g) All deferred **salary**, plus accrued interest, if any shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule ~~as~~ may be agreed upon between the Hospital and the employee.
- h) All benefits shall be kept whole during the four **(4)** years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for my health and welfare benefits in which

she/he is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Director of Human Resources, subject to Revenue Canada guidelines. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- l) The employee will be reinstated to her/his former position unless the position has been discontinued, in which case she/he shall be given a comparable job.
- m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 16.04 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.

17.0 JURY AND WITNESS DUTY

17.01 Entitlement

An employee subpoenaed as a witness **or** juror will receive his regular pay for those days of the employee's regular schedule during which he is required to be absent by virtue of such subpoena provided that he follows the procedure described below. In all cases where the employee is either the plaintiff or the defendant this article does not apply.

17.02 Procedure

- a) notifies the Hospital immediately upon his notification that he will be required to attend court;
- b) presents proof of service requiring his attendance..

17.03 If **an** employee is scheduled to work the 23:30 - 07:30 shift prior to the time he is required ~~to serve~~ as a juror or a witness, he may take this shift off and will be entitled to **jury** pay.

18.0 BEREAVEMENT LEAVE

18.01 For regular full-time employees:

- a) "Five (5) scheduled ~~working~~ days with pay immediately following the death of the employee's child ~~and/or~~ spouse (including common-law and **same sex** spouse).
- b) "Three (3) scheduled working days with pay immediately following the death of the employee's mother, father, guardian, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild."

The hospital in its discretion may extend **such** leave with or without pay.

18.02 For regular part-time and ~~casual~~ employees in temporary positions:

- a) "In the event of the death of the employee's child ~~and/or~~ spouse (including common-law ~~and~~ **same sex spouse**), previously scheduled working days that fall within the ~~date~~ of death and of the funeral inclusively (not exceeding five (5) working days) will be considered **as** bereavement pay."
- b) "In the event of the death ~~of~~ the employee's mother, father, guardian, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law,

daughter-in-law, grandparent or grandchild, previously scheduled working days that **fall** within the date of death and the funeral inclusively (not exceeding three (3) working days) will be considered as bereavement leave."

19.0 UNION LEAVE

19.01 For union representatives

- a) The Hospital agrees to grant leaves of absence without pay to employees who are elected **as** members of the **Union's** Executive Committee to attend **Union** business. These absences must not exceed two hundred and twenty-five (225) working days in total per calendar year and must be individually requested in writing at least ten (10) working days in advance and must be authorized by the Immediate Supervisor, with copy to Human Resources. **A** maximum of two (2) employees per sector or unit will be granted such leaves at the **same** time.
- b) In cases where such notice of ten (10) days as indicated in article **19.01** a) may not be given, the official delegate must explain such reasons to the Human Resources Director or her delegate.

19.02 Leave to serve the Union

- a) **An** employee covered by this agreement who is required to serve the Union on a full-time basis will be granted **upon** request a leave of absence without pay for a period of up to two **(2)** years. During such leaves the employee will accumulate seniority but will not accumulate **any** leave credits. He may however participate in the applicable insurance plans **stipulated** in article 23.0 upon reimbursing the Hospital for the total value of the premiums.
- b) The Section Presidents of the bargaining unit may be granted **one (1)** day per week without pay to serve the Union, to be scheduled for a period of **six (6)** months at a time in order to facilitate replacements.

20.0 PAID STATUTORY HOLIDAYS

- 20.01 a) The Hospital agrees to recognize and observe ten (10) paid statutory holidays during the year:

New Year's Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Good Friday	Easter Monday

Victoria Day

Canada Day

- b) In addition to the above, ~~each~~ regular full-time employee, who has successfully completed the probationary period stipulated in article 11.04 will ~~be~~ granted two **(2)** floating holidays (not to be considered as a premium day) with pay in each year of the contract. The two **(2)** floating holidays must be taken before the end of the applicable ~~fiscal~~ year. One of these floating holidays will be replaced by Heritage Day when the latter ~~is~~ proclaimed. In preparing the work schedules, the Immediate Supervisor will ~~make~~ every effort to comply with the employee's request.
- 20.02** If one of the holidays falls on Saturday, Sunday, a weekly day off or during a vacation period, employees do not lose the holiday provided that they comply with the requirements of article 20.03.
- 20.03** To be entitled to the holiday, the employee must have worked on his full scheduled working day immediately preceding and following the scheduled holiday unless his absence is authorized with pay. If the authorized absence with pay is due to sickness, a medical certificate must be submitted no later than five **(5)** days following the employee's return to work.
- 20.04**
- a) All employees who ~~are~~ required to work ~~on~~ a statutory holiday shall be paid at the rate of time and one-half **(1 1/2)**.
- b) ~~A~~ regular full-time employee who is required to ~~work on~~ a statutory holiday shall be paid at the rate of time and one-half **(1 1/2)** and granted another day off with pay contiguous with any of his scheduled days off. If this alternative day is not granted within sixty **(60)** days before or after the holiday, the employee shall be paid time and one-half **(1 1/2)** in lieu of the day off.
- c) The Hospital will endeavour to schedule ~~off~~ any of the statutory holidays stipulated in 20.01 (a) which fall on a Monday contiguous with the applicable scheduled weekend off.

21.0 PERCENTAGE IN LIEU OF BENEFITS

- 21.01** The articles pertaining to the entitlement to fringe benefits for regular part-time employees will be deleted or amended as applicable ~~to~~ reflect the process of the percentage-in-lieu of benefits.
- 21.02** The regular part-time employee will receive in lieu of sick leave (6.9%), statutory and floating holidays **(4.6%)**, other benefits **(2.5%)** an amount equal to **14% of his**

biweekly pay for regular hours worked.

- 21.03** The casual employee will receive in lieu of vacation pay (6%), statutory and floating holidays (4.6%), an amount equal to 10.6% of his biweekly pay for regular hours worked.
- 21.04** Employees presently covered under the applicable insurance plans will receive 11.5% in lieu of sick leave (6.9%), statutory and floating holidays (4.6%). They may however cancel their insurance coverage and receive 14% instead of 11.5%.
- 21.05** All of the aforementioned percentages-in-lieu of benefits will not be calculated on any premiums and/or overtime payments.

22.0 ACCOMMODATION AND SPECIAL CASES

- 22.01** a) The Hospital will meet all its legislative requirements as prescribed in the WSIB Act.
- b) The Hospital agrees to provide the Union with the name of the affected employee and the time and date of the injury and the expected date of return.
- c) At all meetings involving a Return to Work or a Modified Work Program, the affected employee will be entitled to union representation.
- d) Any accommodation will be in line with the employee's medical precaution and will take into consideration the suitability and comparability of the job.
- 22.02** Where an employee is no longer able to accomplish the work of his position due to sickness or an accident, whenever possible he will be transferred to a vacant position, the work of which he is capable of accomplishing, in which case he will be remunerated at the rate established for the position to which he is transferred.

23.0 INSURANCE AND BENEFITS

- 23.01** A full-time employee shall accumulate sick leave credits at a rate of one and one-half (1 1/2) days for each calendar month during which he receives his regular pay for at least ten (10) days.
- 23.02** An employee shall be granted sick leave with pay when he is unable to perform

his duties because of illness provided that:

- a) he satisfies the Hospital of this in such manner and at such time as may be determined by the Hospital and as set out in **this** article;
 - b) he has the necessary sick leave credit;
 - c) the employee must advise the Hospital except where it is impossible to do so, of his illness in accordance with his departmental policy, but will not be required to place more ~~than~~ one call. Upon his return to work he must report to the Employee Health Department;
 - d) medical certificates must be submitted for absences due to illness for periods of more than three scheduled working days and must indicate the nature of illness and the expected date of ~~return~~. The Hospital may, in any case, require that the employee be examined by a physician of the employee's choice.
 - e) If requested by the Hospital, the cost of the medical certificate will be reimbursed upon production of the receipt to the Employee's Health Office. Such payment will be made on the employee's next pay.
- 23.03 The required initial medical examination as well as any required immunization procedures shall be ~~carried~~ out, without cost to the employee, by the Hospital's Health Department authorities. Any further medical examination which may be required under the Public Hospitals' Act may be performed by the employee's personal physician, but it must be carried out at the employee's expense.
- 23.04 ~~An~~ employee who contracts an infectious disease ~~as~~ a result of his employment, will receive treatment and medications at the expense of the Hospital. ~~Sick~~ leave credits will continue to accumulate for the duration of the absence caused by such infectious disease.
- 23.05 a) ~~On~~termination of employment, for any reason other than dismissal for just cause, ~~an~~ employee with two (2) years of continuous service shall receive a cash payment equal to fifty percent (50%) of the unused portion of sick leave allowance at his current salary.
- b) Upon retirement, the employee with fifteen (15) years of service or more, will be repaid for one hundred percent (100%) of his accumulated unused sick days.
 - c) Upon retirement, the employee with less than ~~fifteen~~ (15) years of continuous service will be repaid for seventy-five percent (75%) of his

accumulated unused sick days.

- d) Death: full remittance of unused sick leave credits
- 23.06 a) The Hospital agrees to contribute **one** hundred percent (100%) of the billed premiums under the Ontario Blue Cross Extended Health Care Plan and the Constellation Assurance Company's Life Insurance Plan.
- b) The Hospital agrees to contribute seventy-five (75%) **of** the billed premiums under the Ontario Blue Cross Dental Plan **as** presently established.
- 23.07 The Hospital agrees **to** pay the applicable premiums **as** required by the pension plan.
- 23.08 It is understood that the Hospital may at any time substitute another carrier for **any** plan (other than Provincial Health Plan) provided the benefits conferred thereby are not decreased.

Before making such substitution, the Hospital shall notify the Union to explain the proposed change. Upon request by the Union, the Hospital shall provide to the Union pertinent information of the benefit programmes contracted for and in effect for employees covered herein.

- 23.09 Subject to the provisions of article 23.08, the Hospital agrees to continue the administration of the Long-Term Disability Plan underwritten by the Constellation Assurance Company. It is understood and agreed that the participating employees will continue to pay **the full** premium of this insurance. Should the Constellation Assurance Company withdraw its underwriting privileges, the Hospital will endeavour to **find** another company to provide similar benefits.

24.0 ANNIVERSARY INCREASES

- 24.01 For regular Full-time employees: increases on the scale of Appendix A will automatically be granted on October 1st of each year, to employees on strength as of April 1st of that year. For employees who commence employment April 1st the anniversary date for granting statutory increases will be October 1st of the following year.
- 24.02 For Part-time and casual employees: increases **on** the scale of Appendix A will automatically be granted each time the employees **has** worked fifteen hundred (1500) hours.

25.0 GENERAL CONDITIONS

25.01 Mistake on payroll

Should an error of one (1) day's pay or more occur on a pay which, is attributable to the Hospital, the latter agrees to correct the error within three (3) working days, otherwise the error will be rectified by the following pay day.

25.02 Employee's file

- a) Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of Human Resources Manager or designate. An employee has the right to request copies of any documents in this file.
- b) Any letter of reprimand, suspension or other sanction will be removed from the record of the employee twenty-one (21) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for a period of twenty-one (21) months.
- c) The employee may have a Union steward present when accessing his file.
- d) No document shall be used against the employee that has not been brought to his or her attention in a timely manner.
- e) The file should contain:
 - the application form
 - the employment form
 - all authorizations for deductions
 - all disciplinary reports
 - all requests for promotions, transfers and demotions

25.03 Copies of the Collective Agreement

The Hospital agrees to do the preparation for printing and translation of the Collective Agreement. The parties will bear the printing and translation costs. The Hospital agrees to distribute a copy of the collective agreement to all employees and new hires. It is understood that the English version will prevail in cases of ambiguity and/or interpretation.

25.04 Specialty Equipment

The Hospital agrees to provide all specialty equipment and apparel needed to safely

perform work duties. Such equipment will be provided as per departmental policy.

25.05 Orientation

Orientation session of newly-hired employees shall include a period of up to fifteen (15) minutes for discussion on a collective basis with a Union representative.

25.06 Work in an inferior or superior category

- a) Any employee transferred temporarily for one hour or more to a different task than his own is compensated at the rate of the new task providing that it is in excess of the salary that he is presently earning. If the salary is lower than which he is earning he maintains his regular salary.
- b) A daily premium of \$11.25 is granted to an employee who is assigned to replace the applicable Section Head or Group Leader for a temporary period.

25.07 Contracting out

- a) The SCOHs and the Union agrees that the work of the bargaining unit is the work normally performed by members of the bargaining unit. The SCOHs shall not contract out to the private sector any work that is currently performed by members of the bargaining unit.
- b) 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 emergencies when regular employees are not available.
- c) In the case of technical progress, the Hospital will advise the Union within a sufficient delay to avoid laying off any employee and to permit both parties to prepare a procedure to transfer and/or provide additional training for the employees.

25.08 The Hospital agrees to underwrite the cost of providing liability insurance in respect of employees and to save such employees harmless in respect of any such actions or causes of actions which may be instituted as a result of such employee's discharge of his duties while in the employ of the Hospital.

25.09 No Private agreement, between the Hospital and an employee, concerning salary or working conditions, is valid unless approved in writing by the union.

26.0 LENGTH OF AGREEMENT



26.01 The Collective Agreement shall be in effect from May 26, 1999 until March 31, 2002 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of renewal or desire to amend the Agreement in accordance with Article 26.02 below.

26.02 Where either party desires to amend or renew this Agreement, it shall give notice to the other party only within the period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

26.03 If notice of renewal or desire to amend the agreement is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

Signed in the City of Ottawa 11 day of September, 2000.

FOR THE HOSPITAL

Pauline M.
John Russell
Jessica Huettner
Kathleen Sturctin
Josanne Villeneuve
Marie-Claire Dorval
Roger Dessean

FOR THE UNION

Sianna Costick
Allyson
[Signature]
V. J. [Signature]
Paul Dehla
Patricia Dion
Paula Rondazzo

SALARY SCALES AND JOB CATEGORIES/HOURLY

CATEGORY / CATEGORY		1998-03-31	2000-04-02	2001-04-01	2001-10-01
Cook (I 900) Means a person committed to the preparation and cooking of food and holds a cook's diploma from a recognized institution.	Initial	17,625	17,978	18,157	18,339
	1 st incr.	17,858	18,215	18,397	18,581
	2 nd incr.	18,092	18,454	18,638	18,825
	3 rd incr.	18,326	18,693	18,879	19,068
Cook's Helper (I 905) Any person assisting in the preparation and cooking of food in general and maintenance of the kitchen and the dietary equipment; may also be assigned to the preparation of light meals and must hold a food Handler's course, Level 2.	Initial	14,794	15,090	15,241	15,393
	1 st incr.	15,022	15,322	15,476	15,630
	2 nd incr.	15,262	15,567	15,723	15,880
	3 rd incr.	15,502	15,812	15,970	16,130
Food Service Attendant (I 909) Means any person performing work in the kitchen but is not considered as cook and holds a food Handler's course, Level 1. Housekeeping Attendant (I 921) Responsible for all duties related to the cleaning of the hospital premises. Elevator Operator (I 923) Means any person who operates an elevator and assists with the movement of its users. Porter (I 974) Means a person involved in the movement of patients, obtains linen from the laundry and necessary medical equipment from SPD; and performs other related duties, and must hold a CPR certificate. Parking Attendant (I 982) The person who is responsible for the parking lot who applies the internal policies, distributes and sells yearly, monthly and daily passes, and any other tasks related to the daily operations of the parking lot. Must hold a valid driver's license.	Initial	14,117	14,399	14,543	14,689
	1 st incr.	14,357	14,644	14,791	14,938
	2 nd incr.	14,591	14,883	15,032	15,182
	3 rd incr.	14,825	15,122	15,273	15,425

SALARY SCALES AND JOB CATEGORIES/ HOURLY

CATEGORY / CATEGORIE		1998-03-31 Actual	2000-03-02 27%	2001-04-01 51%	2001-01-01 51%
Messenger (I 927) Any person who performs functions related to delivery of merchandise to the exterior of the Hospital, and other related tasks, and holds a valid driver's licence of the appropriate category. <i>Salary harmonization with (I 924)</i>	Initial	14.426	15.355	16.451	16.616
	1 st incr.	14.629	15.562	16.686	16.853
	2 nd incr.	14.815	15.751	16.933	17.103
	3 rd incr.	15.273	16.219	17.181	17.352
Receiving Clerk (I 924) Means any person who is committed to the receiving and delivering of the merchandise.	Initial	15.969	16.288	16.451	16.616
	1 st incr.	16.197	16.521	16.686	16.853
	2 nd incr.	16.437	16.766	16.933	17.103
	3 rd incr.	16.677	17.011	17.181	17.352
Store Clerk (1926) Means any person who is committed to perform duties which are related to the preparation, inventory, and delivery of merchandise.	Initial	14.426	14.715	14.862	-15.010
	1 st incr.	14.629	14.922	15.071	15.222
	2 nd incr.	14.815	15.111	15.262	15.415
	3 rd incr.	15.273	15.578	15.734	15.892
Registered Practical Nurse (1910) Any person registered with the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974.	Initial	18.628	19.001	19.191	19.382
	1 st incr.	18.868	19.245	19.438	19.632
	2 nd incr.	19.102	19.484	19.679	19.876
	3 rd incr.	19.335	19.722	19.919	20.118
Health Care Aide (I 942) Means any person committed to the care and treatment of patients and other acts pertaining to the welfare of patients and holds a CPR certificate and valid health care certificate. <i>Salary harmonization with (I 943)</i>	Initial	14.247	15.172	15.412	15.566
	1 st incr.	14.448	15.377	15.633	15.809
	2 nd incr.	14.575	15.507	15.894	16.053
	3 rd incr.	14.871	15.808	16.141	16.303

SALARY SCALES AND JOB CATEGORIES/ HOURLY

CATEGORY / CATEGORIE		1998-03-31 Actual	2000-04-02 +2%	2003-04-01 +1%	2001-10-01 +1%
Personal Care Attendant (I 943) <i>to be integrated in the Health Care Aide Job Category (I 942)</i> <i>Date: as of April 01, 2001</i>	Initial	14.96	15.259	15.412	15.566
	1 st incr.	15.194	15.498	15.653	15.809
	2 nd incr.	15.428	15.737	15.894	16.053
	3 rd incr.	15.668	15.981	16.141	16.303
Ward Clerk (I 944) Coordinates and expedites the flow of work as it is related to reception duties and clerical tasks connected to material management of the unit, processing of forms and documents, and requests for service to patients, and must hold an office Management Diploma or CPR certificate.	Initial	16.812	17.148	17.320	17.493
	1 st incr.	17.403	17.751	17.929	18.108
	2 nd incr.	18.012	18.372	18.556	18.742
	3 rd incr.	18.652	19.025	19.215	19.407
	4 th incr.	19.311	19.697	19.894	20.093
Meal Helper (I 946) Means any person that assists with meal-time activities on the unit by helping the residents in obtaining nourishments and fluids, and must hold a CPR certificate.	Initial	14.312	14.598	14.744	14.892
Painter (I 950) Means any person who generally performs the painting work inside the hospital and who can give proof of his qualifications as a painter.	Initial	17.625	17.978	18.157	18.339
	1 st incr.	17.858	18.215	18.397	18.581
	2 nd incr.	18.092	18.454	18.638	18.825
	3 rd incr.	18.326	18.693	18.879	19.068
Carpenter (I 953) Means any person generally committed to repair work and who can give proof of his qualifications as a carpenter.	Initial	18.628	19.001	19.191	19.382
	1 st incr.	18.868	19.245	19.438	19.632
	2 nd incr.	19.102	19.484	19.679	19.876
	3 rd incr.	19.335	19.722	19.919	20.118

SALARY SCALES AND JOB CATEGORIES/ HOURLY

CATEGORY / CATEGORIE		1998-03-31 Actual	2000-04-01 1%	2001-04-01 1%	2002-10-01 1%
Carpenter's Helper (1954) Means any person who assists with the construction, repairs and maintenance of structural systems, and who has experience in carpentry.	Initial	15.631	15.944	16.103	16.264
	1 st incr.	15.865	16.182	16.344	16.508
	2 nd incr.				
	3 rd incr.	16.105	16.427	16.591	16.997
Plumber (I 956) Responsible mainly for the maintenance of the plumbing installation in the hospital as to the City and provincial regulations, and holds a valid Ontario or Inter-provincial plumber license.	Initial	16.332	16.659	16.825	20.605
	1 st incr.	20.043	20.444	20.648	20.855
	2 nd incr.	20.277	20.683	20.889	21.098
	3 rd incr.	20.511	20.921	21.130	21.342
Senior Electrician (I 959) Responsible for the electrical section: repairs, installs, replaces and tests electrical distribution systems, equipment and appliances, fire alarms, and communication systems, and who holds an Ontario licence.	Initial	22.369	22.816	23.045	23.275
	1 st incr.	22.572	23.023	23.254	23.486
	2 nd incr.	22.775	23.231	23.463	23.697
	3 rd incr.	23.009	23.469	23.704	23.941
Electrician (I 960) Responsible mainly for the maintenance of the electrical installation in the hospital: repairs, installs, replaces and tests electrical distribution systems, equipment and appliances, fire alarms, and communication systems, and who holds an Ontario licence.	Initial	19.803	20.199	20.401	20.605
	1 st incr.	20.043	20.444	20.648	20.855
	2 nd incr.	20.277	20.683	20.889	21.098
	3 rd incr.	20.511	20.921	21.130	21.342
Senior Preventive Maintenance Technician (I 962) Responsible for preventive maintenance and repairs to machinery, mechanical and refrigeration equipment, and appliances, and must hold a valid Ontario or interprovincial license in a related field.	Initial	22.369	22.816	23.045	23.275
	1 st incr.	22.572	23.023	23.254	23.486
	2 nd incr.	22.775	23.231	23.463	23.697
	3 rd incr.	23.009	23.469	23.704	23.941

SALARY SCALES AND JOB CATEGORIES/ HOURLY

CATEGORY / CATEGORIE		1998-03-31 Actual	2000-04-01 +2%	2001-04-01 +1%	2001-10-01 +1%
Preventive Maintenance Helper (93) Under supervision inspects, repairs and maintains machinery and mechanical equipment, and must have mechanical related experience.	Initial	16.64	16.973	17.143	17.314
	1 st incr.	16.874	17.211	17.384	17.557
	2 nd incr.	17.108	17.450	17.625	17.801
	3 rd incr.	17.342	17.689	17.866	18.044
Physiotherapy Aide (1970) Under the supervision of the physiotherapist, assists with patients' treatment , prepares the patient treatment areas , assists with the portering of patients, and clerical duties within the service. The incumbent must hold a Physiotherapy or Rehab Aide Diploma and CPR certificate. Occupational Therapy Aide (973) Under the supervision of the physiotherapist, assists with patients' treatment , prepares the patient treatment areas , assists with the portering of patients, and clerical duties within the service. The incumbent must hold an Occupational Therapy Aide Diploma and CPR certificate. Hospital Support Worker (1971) Under the supervision of the Director, performs a wide variety of functions designed to assist the treatment of the patients and the day-to-day operation of the Hospital. The incumbent must have experience in work areas such as Rehabilitation, Nursing, Physiotherapy, Occupational Therapy or Recreation and Leisure and must hold a CPR certificate.	Initial	15.28	15.586	15.741	15.899
	1 st incr.	15.52	15.830	15.989	16.149
	2 nd incr.	15.748	16.063	16.224	16.386
	3 rd incr.	16.098	16.420	16.584	16.750
Linen Attendant (1975) Means any person who collects, sorts, receives, prepares, and delivers linen.	Initial	14.289	14.575	14.721	14.868
	1 st incr.	14.523	14.813	14.962	15.111
	2 nd incr.	14.757	15.052	15.203	15.355
	3 rd incr.	14.991	15.291	15.444	15.598

SALARY SCALES AND JOB CATEGORIES/HOURLY

CATEGORY / CATEGORY	Actual	2008-09-01	2009-09-01	2010-09-01	2011-09-01
Laundry Attendant (1976) Means any person committed to the operation of laundry equipment.	Initial	14.289	14.575	14.721	14.868
	1 st incr.	14.523	14.813	14.962	15.111
	2 nd incr.	14.757	15.052	15.203	15.355
	3 rd incr.	14.991	15.291	15.444	15.598
Sewer (1978) Any person responsible for the sewing and repairs as needed by the patients and Hospital.	Initial	14.960	15.259	15.412	15.566
	1 st incr.	15.194	15.498	15.653	15.809
	2 nd incr.	15.428	15.737	15.894	16.053
	3 rd incr.	15.668	15.981	16.141	16.303
S.P.D. Attendant (1981) Any person who is responsible for tasks related to sterilization, decontamination, and inventory of medical supplies and linen, and must hold a sterilization certificate.	Initial	14.386	14.674	14.820	14.969
	1 st incr.	14.564	14.855	15.004	15.154
	2 nd incr.	14.818	15.114	15.266	15.418
	3 rd incr.	15.273	15.578	15.734	15.892
Venupuncture Technician (1990) Accountable for the daily operation of the Family Medicine Centre's collection centre, by providing appropriate procedural techniques in obtaining specimens for laboratory analysis as requested by physicians, and must have a Venupuncture Technician course and hold a CPR certificate.	Initial	16.944	17.283	17.456	17.630
	1 st incr.	17.113	17.455	17.630	17.806
	2 nd incr.	17.328	17.675	17.851	18.030
	3 rd incr.	17.573	17.924	18.104	18.285
Addiction Crisis Worker (1991) Responsible for the care of residents and the physical upkeep of the Detox Centre and holds a college diploma in Social Sciences and experience in the field of detoxification. Salary harmonization with (1970)	Initial	14.321	15.247	15.741	15.899
	1 st incr.	14.499	15.429	15.989	16.149
	2 nd incr.	14.753	15.688	16.224	16.386
	3 rd incr.	15.205	16.149	16.584	16.750

SALARY SCALES AND JOB CATEGORIES/HOURLY

CATEGORY / CATEGORY	1993-03-31 Actual	2000-04-02 +3%	2001-04-01 +1%	2001-10-01 +1%	
General Support Worker (1992) Means any person who is responsible for general interior and exterior maintenance of the building, its grounds, equipment/furnishings and supplies.	Initial	15,969	16,288	16,442	
	1 st incr.	16,197	16,521	16,686	
	2 nd incr.	16,437	16,766	16,933	17,103
	3 rd incr.	16,677	17,011	17,181	17,352

APPENDIX B

PROFESSIONAL RESPONSIBILITY

(Applies to the employees covered by an Ontario College under the Regulated Health Professions Act **only** - RHPA)

In the event that the Hospital assigns a number of patients or a workload to an individual nurse or group of nurses such that they have cause to believe that they are being asked to perform more than is consistent with proper patient care, they shall:

- a)
 - i) Complain in writing to the Union- Management Committee **within** fifteen (15) calendar days of the alleged improper assignment. The Chair of the Union-Management Committee shall convene a meeting of the Union-Management Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union-Management Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Practical Nurses; one chosen by the HCCO, one chosen by the Hospital and one chosen from a panel of independent Registered Practical Nurses **who** are will respected within the profession. The member of the Committee chosen from the panel of independent registered practical nurses shall **act as** Chair.
 - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall **be** empowered to investigate **as** is necessary and **make** what findings **as** are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
 - iv) It is understood and agreed that representatives of the HCCO, including a Representative from Head Office and the Nursing Practice Officer may attend meetings held between the Hospital and the Union under this provision.
 - v) **Any** complaint lodged under this provision shall be on the form set **out** in "Appendix D

- b) i) The parties shall meet **to** develop, by mutual agreement, the list of chairs of Professional Responsibility Assessment Committee

The parties agree that should a Chair be required, the Ontario Hospital Association and the HCCO will be contacted. They will provide the name of the person to be utilized **on** the alphabetical listing of Chairs. The name **to** be provided will be the top name of the list of Chairs **who has** not been previously assigned.

Should the Chair who is scheduled **to serve** decline when requested, or it becomes obvious that she or he would not be suitable **due** to connections with the Hospital or community, the next person **on** the list will be approached to act as a Chair.

- ii) Each party will **bear** the cost of its **own** nominee **and** will share equally the cost of the Chair and whatever other expenses **are** incurred **by** the Assessment Committee in the performance of its responsibility **as** set out herein.

APPENDIX C

JOB 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) 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 ~~on an~~ individual basis based on the operational needs of the program(s).
- 2) If approved, the vacant portion of ~~the~~ position shall be posted and selection based on criteria set out in the collective agreement (article 17.01). Job sharers will be considered regular part-time employees for all purposes except when specified otherwise herein.
- 3) Schedules for job sharers shall be based ~~on~~ the schedules that would apply to a full-time employee holding ~~that~~ position. Such schedules shall conform with the scheduling provisions of the collective agreement. The division of the scheduled shifts shall be determined by mutual agreement of the ~~two~~ employees and the Immediate Supervisor.
- 4) The scheduling of statutory holidays will be in accordance with Article 20.04 c) of the Collective Agreement. A mutual exchange of shifts will be approved by the Immediate Supervisor.
- 5) Job sharers will not be available for additional working shifts ~~as~~ they are expected to cover for their partner in all absences including vacation, but shall not be required to cover for their partner for ~~any~~ lengthy absence, unless mutually agreed otherwise. In the event ~~of~~ a lengthy absence, the absent partner shall not be required to arrange for coverage of her shifts.
- 6) For the purpose of this Article, the term ~~lengthly~~ absence shall be defined as ~~an~~ absence extending beyond four ~~weeks~~. Other arrangements for coverage may be made subject to the agreement of ~~the~~ Immediate Supervisor.
- 7) The Hospital may ~~terminate~~ a job sharing agreement for legitimate business reasons with sixty (60) days notice. In such cases, the full-time position shall be offered to the more senior incumbent and the less senior shall be laid off. If the more senior incumbent does not accept the full-time position, the less senior incumbent shall accept the full-time position and the more senior incumbent shall be laid ~~off~~.