

Combined Full time / Part time

COLLECTIVE AGREEMENT

Between

THE CREDIT VALLEY HOSPITAL
(hereinafter called the “hospital”)

and

C.U.P.E. and its Local 3252

Expires September 28, 2004

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ARTICLE I PREAMBLE

1.01 Preamble

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Hospital to secure the best possible care and health protection for patients.

1.02 Feminine/Masculine Pronouns

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 2 DEFINITIONS

2.01 Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special on-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

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

2.02 Part time Commitment

The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular pre-determined basis solely for the purpose of utilizing casual employees so as to restrict the numbers of part time employees.

2.03 Employee Classification

Full time employee - an employee whose continuous pre-determined regular hours on average over a scheduled cycle are 37.5 hours per week (40 hours for Systems Engineer).

Part time employee - an employee who regularly works less than a full time employee and who offers to make a commitment to be available for work on a continuous pre-determined regular basis.

The Hospital agrees that part time employees will not be used in such a way as to reduce the number of full time positions in the bargaining unit nor for the sole purpose of avoiding the creation of a full time position.

Temporary employee - an employee who is regularly scheduled to work the hours of a full time employee or part time employee over a shift cycle but not on an on going basis. A temporary work assignment shall not exceed six (6) months unless agreed to by the local union.

Casual employee – an employee who is scheduled to work on an intermittent (irregular) short notice basis according to hospital requirements.

ARTICLE 3 RELATIONSHIP

3.01 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his or her activity or lack of activity in the Union.

The Union shall be provided a copy of any written notice provided to an employee that he or she may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism.

ARTICLE 4 STRIKES & LOCKOUTS

The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 UNION SECURITY

5.01 T4 Slips

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

5.02 Notification to Union

The Hospital will provide the Union with a list, monthly, of all new hirers, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

5.03 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually for employees by the Hospital as a part of the orientation program.

5.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or it's representative(s) which conflicts with the terms of this Agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Hospital without proper authorization from the Union.

ARTICLE 6 UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor it's officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02 Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour Management Committee.

It is understood that joint meetings with other Labour Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

It is also agreed that the topic of the utilization of full time and part time staff is an appropriate topic for the Labour Management Committee. The Committee shall have access to work schedules and job postings upon request.

6.03 Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement as set out in the Local Provisions (Appendix F). The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for an agreement, or local issues up to but not including arbitration. Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 Central Bargaining Committee

- a) In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his or her regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital's Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight (8), and in no case will more than one (1) employee from a Hospital be entitled to such payment.

The Union shall advise the Hospital's Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospital's Central Negotiating Committee shall advise the eight (8) Hospitals accordingly.

- b) Vice-Presidents of the Ontario Council of Hospital Unions shall be granted leave of absence by their employers in accordance with a) above or Article 12.02 as the case may be, in order to fulfil the duties of their position.

6.05 Union Stewards

The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate Supervisor. If, in the performance of his or her duties, a Union steward is required to enter an area within the Hospital in which he or she is not originally employed, he or she shall report his or her presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his or her regular duties and responsibilities, such steward shall again report to his or her immediate Supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his or her regular scheduled working hours.

Nothing in this Article shall preclude full time stewards from representing part time employees and vice-versa.

The number of stewards and the areas which they represent are to be determined locally.

6.06 Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than as set out in Local Provisions Appendix N, employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01** For the purpose of the Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his or her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he or she has first given his or her immediate Supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of this immediate Supervisor's decision in the following manner and sequence:

Step No. 1

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to (designated by Hospital). The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The (designate) will deliver his or her decision in writing within nine (9) calendar days following the day on which the grievance was presented to him or her. Failing settlement or response, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the (designated by Hospital). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as he or she may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04** A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which

such employee could himself or herself institute and the regular grievance procedure shall not be thereby bypassed.

7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his or her designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his or her probationary period that he or she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the grievance or arbitration procedure by:

- a) confirming the Hospital's action in dismissing the employee; or
- b) reinstating the employee with or without full compensation for the time lost; or
- c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his or her probationary period, without just cause.

7.07

- a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.

7.09 When either party requests that any matter be submitted to arbitration as provided in the

foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedures. The two nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

- 7.10** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 7.12** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 7.15** The time limits set out in the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Sections 44(6) of the Labour Relations Act.
- 7.16** Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration, and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 ACCESS TO FILES

8.01 Access to Personnel File

Each employee shall have reasonable access to his or her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Human Resources, or designate. An employee has the right to request copies of any evaluations in this file.

8.02 Clearing of Record

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's records has been discipline free for one (1) year.

ARTICLE 9 SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he or she has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. For purpose of this article, Systems Engineers complete probation after 45 days or 360 hours of work. Upon completion of the probationary period he or she shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the local union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority

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

Part time employees including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article.

Effective January 1, 2002, notwithstanding the above, a part time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally.

9.03 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if he or she:

- a) resigns;
- b) is discharged and not reinstated through the grievance/arbitration procedure;
- c) is retired;
- d) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- e) has been laid off for twenty four (24) months;

- f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

9.04 Effect of Absence

(a) b) and c) of the following clause is applicable to full time employees only)

Unless otherwise provided in the Collective Agreement:

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both **seniority** and **service** will accrue.
- b) During an **unpaid absence** exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he or she is participating for the period of absence.

Effective September 29, 2002, the Hospital will continue to pay its share of the premiums for the initial thirty (30) months while an employee is in receipt of WSIB or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding these provisions, **service** shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

- c) It is further understood that during such unpaid absence, credit for **seniority** for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, **seniority** shall accrue during maternity or adoption leave.

Effective September 29, 2002, **seniority** shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB or LTD benefits including the period of the disability program covered by Employment Insurance.

- d) Effective September 29, 2002, part time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

9.05 Job Posting

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall be made to the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of the CUPE bargaining unit at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

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

9.06 Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to November 24, 1988.

- a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his or her consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within twenty four (24) months shall forfeit bargaining unit seniority.
- c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he or she shall accumulate seniority during the period of time outside the bargaining unit.

9.07 Transfer of Seniority and Service

Effective the date as set out in the Local Provisions Appendix and for employees who transfer subsequent to the date as set out in the Local Provisions Appendix:

For application of seniority for purposes of promotion, demotion, transfer, lay-off and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, health and welfare benefits plans and wage progression:

- a) an employee whose status is changed from full time to part time shall receive full credit for his or her seniority and service;
- b) an employee whose status is changed from part time to full time shall receive credit for his or her seniority and service on the basis of one (1) year for each 1725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his or her former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he or she not transferred.

The above amendments will be effective for any transfer that occurs ninety (90) days after the ratification by other parties of the Memorandum of Settlement.

9.08 Notice and Redeployment Committee

- a) In the event of a proposed layoff at the Hospital of a permanent or long term nature or the elimination of a position within the bargaining unit, the Hospital shall:
 - i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
 - ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months written notice of layoff, or pay in lieu thereof.

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

- b) A layoff shall not include a reassignment of an employee from his or her classification or area of assignment who would otherwise be entitled to notice of layoff provided:
 - i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
 - ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;

- iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- c) Any vacancy to which an employee is reassigned pursuant to paragraph b) need not be posted.
- d) Redeployment Committee

At each hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

- i) Committee Mandate

The mandate of the Redeployment Committee is to:

1. Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining unit employees who are or would otherwise be laid off;
2. Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) within another CUPE bargaining unit; or
 - (c) not covered by a collective agreement.
3. Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
4. Subject to Article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.

5. Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 2.

ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

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

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

iii) Disclosure

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

iv) Alternatives

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

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

9.09 Layoff and Recall

An employee in receipt of notice of lay-off pursuant to 9.08 a) ii) may:

- a) accept the lay-off; or
- b) opt to receive a separation allowance as outlined in Article 9.12; or
- c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03 b); or

- d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

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

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

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this Article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within seven per cent (7%) of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with a) and d) above.

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

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

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

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

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

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

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

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 9.08.

9.10 Benefits on Layoff

(The following clause is applicable to full time employees only)

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

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

9.11 Retraining

a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.08 b) i):

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

requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.

- iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.11 a) i).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

c) Regional Redeployment Committee

A joint committee of participating hospitals and local unions shall meet prior to June 30, 1993 and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid-off employees.

Each hospital will provide such Regional Redeployment Committee with the name, address, telephone number and years of service and seniority of all employees who have been laid off.

In filling vacancies not filled by bargaining unit members, the hospitals will be encouraged to give first consideration to laid-off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

9.12 Separation Allowances

- a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 9.08 a) ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay and on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 9.08 a) ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary and on production of receipts from an

approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.13 Portability of Service

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) years' service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

9.14 Technological Change

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

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

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification of the Union as above set forth and the requirements of the applicable law.

9.15 Professional Responsibility – Scope of RPN Practice

The Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

9.16 Professional Responsibility – Workloads

The following provision will be effective September 29, 2001 and will expire on September 27, 2004.

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the Regulated Health Professionals Act (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their Supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the Supervisor and to the Union.

ARTICLE 10 CONTRACTING OUT

10.01 Contracting Out

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part time employees results from such contracting out.

10.02 Contracting Out

Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- a) to employ the employees thus displaced from the Hospital; and
- b) in doing so to stand, with respect to that work, in the place of the Hospital for the purposes of the Hospital's Collective Agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

10.03 Contracting In

Further to Article 9.08 b) i) 1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 11 WORK OF THE BARGAINING UNIT

11.01 Work of the Bargaining Unit

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

11.02 Volunteers

The use of volunteers shall not be expanded beyond the extent of existing practice as of certification dates.

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

ARTICLE 12 LEAVES OF ABSENCES

12.01 Personal Leave

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

12.02 Union Business

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

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

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

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

Part time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

- b) In addition to the above, a part time or casual employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such part time or casual employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Hospital of the number of such hours.

12.03 a) Full time Position with the Union (FT)

(This clause is applicable to full time employees only)

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

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

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

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

12.03 b) Full time Position with the Union (PT)

(This clause is applicable to part time employees only)

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

Seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week during such leave.

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

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

12.03 c) Leave for Ontario Council of Hospital Unions (OCHU) President, Secretary-Treasurer

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the position of the President of the Ontario Council of Hospital Unions or the Secretary-Treasurer of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union.

During such leave of absence seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week. In addition during such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his or her normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

12.04 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For purposes of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05 a) Jury & Witness Duty (FT)

(This clause is applicable to full time employees only)

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that he or she will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;

- (c) deposits with the Hospital the received amount of compensation excluding mileage, traveling and meal allowance and an official receipt thereof.

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

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

12.05 b) Jury & Witness Duty (PT)

(This clause is applicable to part time employees only)

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

In addition to the foregoing, where a part time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his or her regularly scheduled day off, he or she shall be paid for all hours actually spent at such hearings at his or her regular straight time hourly rate subject to (a), (b) and (c) above.

12.06 (a) Pregnancy Leave (FT)

(The following clause is applicable to full time employees only)

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three per cent (93%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's Employment Insurance cheque stub shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in receipt of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.06 (b) Pregnancy Leave (PT)

(The following clause is applicable to part time employees only)

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three per cent (93%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's Employment Insurance cheque stub shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while the employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplementary Unemployment Benefit Plan with the Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department and at the same rate of pay.

12.07 (a) Parental Leave (FT)

(The following clause is applicable to full time employees only)

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

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

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three per cent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment Insurance cheque stub will serve as proof that the employee is in receipt of employment Insurance parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to receive if he or she were not on parental leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to

thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.

- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department and at the same rate of pay.

12.07 (b) Parental Leave (PT)

(The following clause is applicable to part time employees only)

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed from adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three per cent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's Employment Insurance cheque stub shall constitute proof that he or she is in receipt of Employment Insurance parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours plus any wage increase or salary increment that the employee would be entitled to receive if he or she were not on parental leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department and at the same rate of pay.

12.08 Education Leave

If required by the Hospital, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications. Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Hospital.

12.09 Pre-paid Leave Plan

Effective March 31, 1993, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.

- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given the 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 this Article of the Collective Agreement.

- ii) The period of salary deferral and the period for which the leave is requested.
- iii) The manner in which the deferred salary is to be held.

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

ARTICLE 13 SICK LEAVE, INJURY, DISABILITY

13.01 HOODIP

(The following clause is applicable to full time employees only)

- (a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long term disability portion of the plan (HOODIP or an equivalent plan as described in the August 1992 booklet, Part B), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- (b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- (c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
 1. supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages, and
 2. where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out.
 3. where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his or her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he or she shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him or her for pay-out under the conditions relating to such pay-out.

4. an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee will supplement the award made by the Workplace Safety and Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- (d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety and Insurance Benefits.
 - (e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
 - (f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

- (g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- (h) The Hospital shall pay the full cost of any medical certificate required for an employee.
- (i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the hospital towards offsetting the cost of the benefit improvements contained in this agreement.

13.02 Injury Pay

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

13.03 Payment Pending Determination of WSIB Claims (FT)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workplace Safety & Insurance Benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit he or she would receive from Workers' Compensation if his or her claim was approved, or the benefit to which he or she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workplace Safety and Insurance Board. If the

claim for Workplace Safety and Insurance is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 14 HOURS OF WORK

14.01 a) Daily and Weekly Hours of Work (FT)

(The following clause is applicable to full time employees only)

The regular work day will consist of seven and one-half (7 1/2) hours (exclusive of one-half (1/2) hour unpaid meal break), and the regular work week will consist of thirty-seven and one-half (37 1/2) hours. Employees will normally work seventy-five (75) hours in a two (2) week period. Systems Engineers have an eight (8) hour regular work day and a regular work week of forty (40) hours. These employees normally work eighty (80) hours in a two week period. It is further understood and agreed by the parties that extended tours (twelve (12) hour shifts) may be utilized by the Engineering and Nursing Departments. The meal period shall be an uninterrupted period.

14.01 b) Daily and Weekly Hours of Work (PT)

(The following clause is applicable to part time and casual employees only)

The normally scheduled hours of work of a part time employee shall be less than thirty seven and one half (37.5) hours per week or less than forty (40) hours for Systems Engineers.

Employees working for a continuous period of five (5) hours or less shall be entitled to a fifteen (15) minute rest period as close as possible to mid-shift.

Where employees are required to work a continuous period of more than five (5) hours:

- (i) they shall be entitled after two (2) hours at work to a fifteen (15) minute rest period;
- (ii) they shall be scheduled to take one-half (1/2) hour unpaid meal break as close as possible to mid-shift;
- (iii) the meal period shall be an uninterrupted period.

14.02 a) Rest Periods (FT)

(This clause is applicable to full time employees only)

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

14.02 b) Rest Periods (PT)

(This clause is applicable to part time employees only)

Part time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work.

14.03 Additional Rest Periods

(The following clause is applicable to all employees)

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

ARTICLE 15 PREMIUM PAYMENT

15.01 Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in Wage Schedule A of the Collective Agreement.

15.02 Definition of Overtime

Overtime will be paid for hours worked in excess of seven and one-half (7 1/2) hours in a shift or seventy-five (75) hours worked in a two (2) week pay period, but not both. Overtime will be paid to Systems Engineers for hours worked in excess of eight (8) hours in a shift or eighty (80) hours worked in a two (2) week pay period, but not both. Where extended shifts and/or averaging of hours have been agreed to, overtime will be paid for hours worked in excess of the employee's scheduled shift hours.

15.03 Overtime Premium & No Pyramiding

The overtime rate shall be time and one-half (1/2) of the employee's straight time hourly rate. (Note: this clause is subject to the application of superior conditions).

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

15.04 Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

15.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part time employees scheduled to work less than seven and one-half (7 1/2) hours per day will receive a pro-rated amount of reporting pay.

15.06 Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1/2) their regular hourly earnings. Superior

provisions shall remain.

15.07 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.00 per hour for all hours on standby. Standby pay shall however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

Effective September 29, 2002 Standby pay will increase to \$2.50 per hour.

15.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he or she shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

15.09 Shift Premium

Employees shall be paid a shift premium of (fifty-five cents \$0.55 for 2001/02; sixty cents \$0.60 for 2002/03; and sixty-five \$0.65 for 2003/04) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same shift premium schedule will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as may be agreed upon by the local parties.

ARTICLE 16 HOLIDAYS

16.01 Number of Holidays (FT)

(The following Article is applicable to full time employees only)

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

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

16.02 Definition of Holiday Pay and Qualifiers

(The following clause is applicable to full time employees only)

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

In order to qualify for holiday pay for any holiday, as set out in the Local Provision Appendix I, or to qualify for a lieu day an employee must complete his or her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the

said qualifying days is due to a satisfactory reason.

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

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

16.03 (a) Payment for Working on a Holiday (FT)

(This clause is applicable to full time employees only)

If an employee is required to work on any of the designated holidays set out in the Local Provision Appendix I, the employee shall be paid at the rate of time and one and a half times (1 1/2) his or her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

Note: Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provision Appendix I.

16.03 (b) Payment for Working on a Holiday (PT)

(This clause is applicable to part time and casual employees only)

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one and one half (1 1/2) his or her regular straight time hourly rate of pay for all hours worked on such holiday.

16.04 Payment for Working Overtime on a Holiday

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

ARTICLE 17 VACATIONS

17.01 (a) Full time Vacation Entitlement, Qualifiers and Calculation of Payment

(The following clause is applicable to full time employees only)

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

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

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

An employee who has completed fifteen (15) years but less then twenty-three (23) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

An employee who has completed twenty-three (23) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

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

Supplementary Vacation

The following supplementary vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

An employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

17.01 (b) Part Time Vacation Entitlement, Qualifiers and Calculation of Payment (The following clause is applicable to part time employees only.)

A part time employee who has completed less than 3,450 hours of continuous service shall receive 4% vacation pay.

A part time employee who has completed 3,450 hours but less than 8,625 hours of continuous service shall receive 6% vacation pay.

A part time employee who has completed 8,625 hours but less than 25,875 hours of continuous service shall receive 8% vacation pay.

A part time employee who has completed 25,875 hours but less than 39,675 hours of continuous service shall receive 10% vacation pay.

A part time employee who has completed 39,675 hours of continuous service shall receive 12% vacation pay.

A part time employee who has completed 51,750 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.

A part time employee who has completed 60,375 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.

Progression on Vacation Schedule (part time)

Effective September 26, 1988, part time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to September 26, 1988 will be credited with the

service they held for the purpose of progression on the vacation scale under this Agreement and will thereafter accumulate service in accordance with this Article.

17.02 Work During Vacation

Should an employee who has commenced his or her scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and a half (1 1/2) times his or her basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day for each day on which he or she has so worked.

17.03 Illness During Vacation

(The following clause is applicable to full time employees only)

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

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

17.04 Bereavement During Vacation

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 Insured Benefits

(The following clause is applicable to full time employees only)

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross semi-private plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or

comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. Vision care maximum \$150.00 every twenty-four (24) months as well as a hearing aid allowance (no maximum) every thirty-six (36) months.

- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.
- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

18.02 Change of Carrier (FT)

(The following clause is applicable to full time employees only)

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

18.03 Pension (FT)

(The following clause is applicable to full time employees only)

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

18.03 Retirement Allowance

Prior to issuing notice of layoff pursuant to Article 9.08 a) ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to

the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 9.08 a) ii).

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

18.04 Benefits for Part Time, Casual and Temporary Employees

An employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental employment benefits) an amount equal to 14% of his or her regular straight time hourly rate for all straight time hours paid.

18.05 Union Education

If the local union indicates to the Hospital that its members have approved a special assessment for union education in accordance with the CUPE constitution and local union by laws, the Hospital agrees to deduct this assessment.

Such assessment will be paid on a quarterly basis into a trust fund established and administered by OCHU/CUPE for this purpose.

ARTICLE 19 HEALTH & SAFETY

19.01 Protective Footwear (FT)

(The following clause is applicable to full time employees only)

Effective January 1 of each calendar year, the Hospital will provide eighty (\$80.00) dollars per calendar year to each full time employee and forty five (\$45.00) dollars per calendar year for each part time employee who is required by the Hospital to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

ARTICLE 20 COMPENSATION

20.01 a) Job Classification

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

the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB, an employee is unable to carry out the regular functions of his or her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

20.01 b) Job Descriptions

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

20.02 Job Classification

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

- a) An employee who occupies a position which is revised in accordance with this Article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provided documentation to the Hospital of such limitation.
- b) In the event an employee presently occupying a position which is revised in accordance with this Article requires additional training to perform duties of the revised position, the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

20.03 Promotion to Higher Classification

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

20.04 Wages and Classification Premiums

Wages - The Hospital will classify employees and pay hourly wage rates in accordance with Schedule A.

20.05 Progression on the Wage Grid (FT)

(The following clause is applicable to full time employees only)

Effective September 26, 1988, full time employees shall automatically progress through the wage grid on the basis of continuous service from their last date of hire.

20.06 Progression on the Wage Grid (PT)

(The following clause is applicable to part time employees only)

Effective September 26, 1988, part time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one (1) year for each 1725 hours worked. Notwithstanding the above, employees hired prior to September 26, 1988 will be credited with the service they held for the purpose of progression on the wage grid and will thereafter accumulate service in accordance with this Article.

ARTICLE 21 HOSPITAL OPERATING PLAN

The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.

Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.

In furtherance of the foregoing, the Hospital agrees to provide the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other restructuring plan that would affect the Union's members.

It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

ARTICLE 22 DURATION

22.01 Term

This Agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2004. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

22.02 Central Bargaining

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing 45 days prior to the termination date of this Agreement.

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

Dated at _____, Ontario, this _____ day of _____, 2003.

FOR THE LOCAL UNION

FOR THE HOSPITAL

APPENDIX A - WAGE SCHEDULE

1. Rates effective September 29, 2001

	FT start PT start	3 months 431.25 hrs	12 months 1725 hrs	24 months 3450 hrs
Food Service Rep. Retail Service Rep.	14.1805	14.8658	15.6590	16.4421
Cook Assistant	14.4278	15.1492	15.9067	16.7021
Central Service Assistant	14.7713	15.4566	16.2498	17.0329
Facilities Transport Rep. Groundskeeper Environmental Service Rep. Patient Service Rep. Patient Transport Rep. Storekeeper	15.1287	15.8139	16.6073	17.4658
Linen Service Rep. Renal Assistant	15.4633	16.1485	16.9418	17.8040
Printer II	15.6590	16.3951	17.2266	18.1157
Cook	15.9936	16.7296	17.5611	18.4502
Registered Practical Nurse	18.2686	19.0620	19.7981	20.8688
Maintenance Assistant	18.8485			
Carpenter Painter	20.3225			
Electrician Systems Engineer Plumber Maintenance Mechanic	20.8731			

2. Rates effective September 29, 2002

	FT start PT start	3 months 431.25 hrs	12 months 1725 hrs	24 months 3450 hrs
Food Service Rep. Retail Service Rep.	14.6060	15.3118	16.1288	16.9354
Cook Assistant	14.8606	15.6036	16.3839	17.2032
Central Service Assistant	15.2144	15.9203	16.7373	17.5439
Facilities Transport Rep. Groundskeeper Environmental Service Rep. Patient Service Rep. Patient Transport Rep. Storekeeper	15.5826	16.2883	17.1055	17.9898
Linen Service Rep. Renal Assistant	15.9272	16.6330	17.4501	18.3381
Printer II	16.1288	16.8870	17.7434	18.6592
Cook	16.4734	17.2315	18.0879	19.0037
Registered Practical Nurse	19.1257	19.9429	20.7010	21.8039
Maintenance Assistant	19.4140			
Carpenter Painter	21.2412			
Electrician Systems Engineer Plumber Maintenance Mechanic	21.8083			

3. Rates effective September 29, 2003

	FT start PT start	3 months 431.25 hrs	12 months 1725 hrs	24 months 3450 hrs
Food Service Rep. Retail Service Rep.	15.0442	15.7712	16.6127	17.4435
Cook Assistant	15.3065	16.0717	16.8754	17.7193
Central Service Assistant	15.6708	16.3979	17.2394	18.0702
Facilities Transport Rep. Groundskeeper Environmental Service Rep. Patient Service Rep. Patient Transport Rep. Storekeeper	16.0501	16.7770	17.6187	18.5295
Linen Service Rep. Renal Assistant	16.4050	17.1320	17.9736	18.8883
Printer II	16.6127	17.3936	18.2757	19.2190
Cook	16.9676	17.7484	18.6305	19.5738
Registered Practical Nurse	20.0085	20.8502	21.6310	22.7670
Maintenance Assistant	19.9964			
Carpenter Painter	22.7716			
Electrician Systems Engineer Plumber Maintenance Mechanic	22.7716			

APPENDIX A

A.01 Claim for Experience

An employee hired by the Hospital with recent and related experience may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Recent experience will be considered if performed within three (3) years of the hire date. Any such claim shall be accompanied by verification of such related experience. Where in the Hospital's opinion, such experience is relevant, the employee shall be placed on the wage grid at that step consistent with one (1) year's service for each one (1) year of related experience.

A.02 Transfer to a Lower Paying Classification

An employee temporarily required to perform work in a lower classification for the convenience of the Hospital and not as a result of lack of work, will receive his or her existing rate at the time of such transfer for the duration of the said temporary transfer.

APPENDIX B - RECOGNITION

B.01

The Hospital recognizes the Union as the sole collective bargaining agent for all employees of The Credit Valley Hospital in Mississauga, save and except nurses, paramedical personnel, office, technical and clerical employees, supervisors, assistant directors, head chef, persons above rank of supervisor, assistant director and head chef.

APPENDIX C - MANAGEMENT RIGHTS

C.01

The Union recognizes that it is the right of the Hospital to manage the affairs of the Hospital including the right to maintain order, efficiency, hire, retire, promote, demote, transfer, classify, assign, direct, schedule, evaluate, layoff, recall, or otherwise suspend, discipline or discharge. In the case of an employee who has completed his probationary period discipline or discharge must be for reasonable cause, and may be the subject of a grievance.

The Hospital recognizes that it will exercise these rights, subject to the terms and provisions of this Collective Agreement.

APPENDIX D - DUES DEDUCTION, REMITTANCE AND LISTS

D.01

The Hospital agrees to deduct an amount equal to monthly Union dues from each employee in the bargaining unit.

- a) The Hospital will deduct the regular monthly union dues from the pay issued to employees. Such deductions shall become effective in the month following the month in which the employee was hired. The deduction shall be forwarded to the national Secretary-Treasurer of the Union no later than the 15th day of the month following the

month in which the deduction was made.

- b) The Hospital will, at the same time, provide the local union with a list monthly, of all hires, layoffs, recalls and terminations.
- c) The Union will save the Hospital harmless from any claims made by employees for amounts deducted from their pay in accordance with the terms of this Article.
- d) On the dues deduction list, the Hospital agrees to provide the name of the employee, hourly rate, hours worked in the pay period for part time employees and dues deducted.
- e) The Hospital will provide the local union with a mailing list of all bargaining unit employees. This list will include name and address and be provided during the first week of January and the first week of July each year.

APPENDIX E - SENIORITY LISTS

E.01 A seniority list showing the names, seniority dates and classifications of employees will be prepared by the Hospital and posted on the bulletin board during the first week of January and the first week of July each year. The seniority list will remain posted each time it is revised. A copy will be sent to the local union office.

APPENDIX F - CONSTITUTION OF LOCAL BARGAINING AND GRIEVANCE COMMITTEE

F.01 The Hospital recognizes a Negotiating Committee consisting of five (5) employees, one of whom will be the President of the local.

The Union may appoint and the Hospital will recognize 7 Stewards for the purpose of assisting employees in the presentation of grievances. The Stewards will be appointed by the Union to the following grievance jurisdictions:

- (a) Food Services
- (b) Environmental Services
- (c) Central Service and/or Linen
- (d) Stores
- (e) Registered Practical Nurse
- (f) Patient Transport Rep.
- (g) Maintenance
- (h) Systems Engineer

APPENDIX G - SCHEDULING

(The following Appendix is applicable to full time employees only)

G.01 Working schedules will be posted no less than two (2) weeks in advance of the first working day in the next six (6) week scheduling block. In the event that a full time employee's shift hours and/or days of work are changed by the Hospital and less than forty-eight (48) hours advance notice is given, all hours worked by the employee on the first scheduled shift following the change will be paid for at the rate of time and one and a half (1 1/2) the employee's regular rate. Any return to employee's previous hours and/or days of work will not be considered a change subject to premium pay under this clause.

In instances where an employee's work schedule has been changed due to a mutual agreement between employees to exchange shifts or days off there shall be no overtime payable. In the case of an employee requesting a change in his or her work schedule he or she must give his or her Department Head, or his or her designate, reasonable written notice of his or her intention to exchange shifts or days off. Such written notice shall include an understanding signed by the other employee agreeing to the change, to the effect that no overtime payment will result from the change. Further, such exchange must be completed within thirty (30) calendar days.

The request for a change in the work schedule will be subject to the approval of the Department Head, or designate, and such approval shall not be unreasonably withheld.

G.02 In preparing schedules, the Hospital will adhere to the following objectives for employees on regular shifts (i.e. 7.5 hours per day).

- (a) The Hospital will endeavour to schedule two (2) weekends off in three (3), or in any event the Hospital shall guarantee one (1) weekend off in three (3).
- (b) No split shifts.
- (c) No employee will be required to work more than six (6) consecutive days, except by mutual agreement between the employee and his or her Department Head.
- (d) A minimum of fifteen (15) hours off when shifts of duty are changed and at least forty-eight (48) hours off following a period of night duty when shifts are changed.
- (e) In meeting the requirements of two (2) weekends off in three (3), the Hospital shall be entitled to schedule split days off.
- (f) An employee will not be required to change shifts more than once every seven (7) calendar days. A shift change does not include scheduling of different start times within the day, evening and night shifts.
- (g) The working schedules may be altered, if necessary, from December 15th to January 15th in order to provide for not less than three (3) consecutive days off and will endeavour if possible to provide four (4) consecutive days off for those employees who are normally required to work on weekends and designated holidays.

NOTE: This provision does not apply to areas where employees are not normally required to work weekends and designated holidays.

G.03 The Hospital will adhere to the following objectives in formulation of working schedules for employees on extended shifts (i.e. more than 7.5 hours per day):

- (a) At least every second weekend off.
- (b) No employee will be required to work more than four (4) extended shifts except by mutual agreement between the employee and his or her Department Head.
- (c) The provisions stated in G.02 (b), (c), (d), (e), (f), and (g).

G.04 A weekend is defined as Saturday and Sunday.

G.05 Where an employee is required to work Christmas Day, the Hospital will schedule the employee off on New Year's Day and vice versa.

G.06 Relief Scheduling/Extra Shift Assignment

The Hospital will use the following guidelines when developing relief coverage for regular shifts.

- (a) All relief shifts listed when the schedule is posted will be allocated equally to eligible part time employees.
- (b) All relief shifts assigned subsequently to the schedule being posted will be allocated equally to eligible part time and casual employees.
- (c) Any part time and casual employees that have limited availability during any portion of the schedule period will not be eligible for the equalization.
- (d) The department will review the allocation of shift at the completion of the scheduled period and any inequalities found will be compensated for in the subsequent schedule period. However, casual employees are only eligible for equalization for relief shifts assigned after schedule has been posted.
- (e) Any shift offered to the employee and refused will be considered as a shift worked for purposed of relief scheduling.
- (f) The full time Relief Systems Engineer working either an eight (8) or twelve (12) hour day is considered the same shift for purposes of Appendix G.

APPENDIX H - UNIFORM ALLOWANCE

H.01 The Credit Valley Hospital agrees to provide uniforms in accordance with the uniform policy in effect May 1993.

H.02 Full time employees shall be entitled to seven (7) uniforms and part time employees shall be entitled to five (5) uniforms.

H.03 In the application of this article, employees shall be entitled to replacement uniforms as required and cleaning of uniforms as provided by the Hospital.

H.04 Effective January 1st of each calendar year, the Hospital will provide seventy-two (\$72.00) dollars Uniform Allowance to each Registered Practical Nurse on staff at that date.

APPENDIX I - HOLIDAYS

I.01 The following shall be recognized as holidays to be paid for at regular salary rates when a non-probationary employee has worked his or her regular full shift immediately preceding and immediately following such holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	3 Floating Holidays

I.02 The three (3) floating holidays must be scheduled as follows:

- a) two in the spring between January 15 and June 30,
- b) one in the fall between September 1 and November 30.

The scheduling of both must be approved by the employee's immediate supervisor. Newly hired employees will not be eligible for the floater until such time as:

- a) they have completed three (3) months or more of employment, and
- b) there is a minimum of thirty (30) days left in the eligible time to take the floater holiday.

I.03 If a holiday falls during an employee's scheduled vacation period or on a day off, an additional day off with pay shall be scheduled by the Hospital at a mutually agreeable time. However, a scheduled day off will be taken within 30 calendar days of a holiday.

I.04 There will be an overall review of statutory holiday assignment to eligible full time employees at least once per year endeavouring to achieve fair distribution.

I.05 A lieu day, as provided in Article 16, shall be defined as seven and one half (7 ½) hours for a maximum of ninety (90) hours per calendar year.

I.06 By mutual agreement an employee may receive pay for a lieu day without the requirement of time off.

APPENDIX J - BULLETIN BOARDS

J.01 Two (2) bulletin boards, located across from Materials Management and adjacent to the restaurant entrance, shall be available to the Union for the posting of Union notices. All such notices must be signed by a union officer.

APPENDIX K - COMMUNICATION

K.01 All correspondence between the parties (Union and Management) relating to matters covered by this Agreement shall pass between the Director of Human Resources of the Hospital and the Recording Secretary of the local union, or their designates.

APPENDIX L - MEAL ALLOWANCE

L.01 An employee required to work for a minimum of three (3) hours overtime immediately following or preceding completion of his or her regular shift shall be entitled to a meal allowance of six dollars and fifty cents (\$6.50). The employee may select a voucher (no cash value) or have the allowance coded for pay.

L.02 An employee will, at the time of the overtime being authorized, indicate a choice of the meal allowance or meal voucher.

APPENDIX M - GENERAL PROVISIONS

- M.01** The Hospital will pay fifty percent (50%) of the cost of printing booklet copies of this Agreement.
- M.02** The Hospital will provide required tools to employees for the performance of their work.
- M.03** An employee who uses his or her own vehicle at the Hospital's request or on a call-back to work will receive an allowance of thirty cents (\$0.30) per kilometre.
- M.04** The Hospital will notify all employees sixty (60) calendar days prior to any increase in parking rates.
- M.05** Classification Premium - Lead Hand

An employee appointed by the Hospital as a Lead Hand will be paid a premium of eighty (\$0.80) cents per hour above his or her regular rate for each hour so worked. In the case of a permanent assignment, the Hospital will appoint the most senior employee in the applicable job classification who is able to meet the normal requirements and qualifications of the Lead Hand role. In the case of a temporary assignment, the Hospital will appoint the most senior of the employees in the applicable job classification who are on duty as long as the employee meets the normal requirements and qualifications of the role.

Responsibilities include:

- a) Prioritize and assign staff assignments of other staff as necessary such as:
- co-ordinate and prioritize incoming work order requests.
 - schedule preventative maintenance as appropriate.
 - ensure proper procedures and practices are followed.
 - ensure timelines are met.
 - ensure proper orientation is provided for new staff to areas and responsibilities.
 - ensure appropriate materials and parts are available for staff to complete assignments.
 - ensure break periods are monitored.
 - ensure appropriate staffing levels are met.
- b) Lead Hand assignments will only be made when Team Leaders/Supervisors are not on shift.

APPENDIX N - GRIEVANCE, LABOUR MANAGEMENT AND JOB EVALUATION COMMITTEES

- N.01** The CUPE Grievance Committee is composed of Local President, or designate, Chief Steward and if different the Steward involved in the grievance and National CUPE Representative.
- N.02** The Labour Management Committee as defined in Article 6.02 will meet bi-monthly however, if requested by either party a meeting will be scheduled in an off month.
- N.03** The Joint Job Evaluation Committee agree to meet for the purpose of evaluating any new

or substantially changed duties in an existing classification within the bargaining unit. Substantially changed is defined to be any change that will affect the factor points spread of the CVH-CUPE evaluation plan.

APPENDIX O- WSIB (FT)

(The following clause is applicable to full time employees only)

- O.01** Workplace Safety and Insurance Benefits top-up payments shall apply to employees hired prior to January 1st, 1988.

APPENDIX P - VACATION SCHEDULING

P.01 Granting of Vacation

(The following clause is applicable to full time and part time employees only)

Where it is practicable to do so, vacation will be granted according to Hospital seniority on a departmental basis.

P.02 Vacation Scheduling

Requests for vacation for the period from June 1st to September 30th shall be submitted for consideration to the Department Director by April 30th of each year. Requests for vacation for the period from December 15th to January 7th must be submitted by October 30th.

P.03 Vacation Advance

Where a full time employee will be on vacation for at least twenty-one (21) days and not have ready access to their bank account he or she may request a vacation advance. The request must be made four (4) weeks prior to the deposit date closest to the commencement of the vacation. The advance cannot exceed the vacation hours accrued. The request must be in writing to the Department Director.

APPENDIX Q - SUPERIOR CONDITIONS

- Q.01** Vision Care - maximum \$150 every 24 months.

- Q.02** Hearing Aide Allowance (no maximum) every 36 months.

APPENDIX R - JOB POSTINGS

- R.01** Job posting notices shall contain the following information: nature of position, qualifications, required knowledge and education, skills, salary rate. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state: "This position is open to male and female applicants".

APPENDIX S - RETURN TO WORK / MODIFIED DUTIES

- S.01** The parties agree to establish a 'Return to Work Committee' consisting of a Union Representative, affected employee, employee's Supervisor and the Manager of Occupational Health and Safety who will act as the chairperson.
- S.02** The Manager of Occupational Health and Safety will act as the resource person to the Committee and liaise with the employees treating Physician, Workplace Safety and Insurance Board, Insurance Carrier, employee's Department Head and employee.
- S.03** The purpose of the Committee is to:
- a) review the medical restrictions placed on the employees' ability to return to work.
 - b) determine in conjunction with Department Head, whether the existing job can be modified to meet the employees' medical restrictions.
 - c) consult with other affected employees if appropriate.
 - d) review the progress of employees' return to work programs and other long term leave situations as required.
- S.04** The Committee will meet as required and all authorized time spent in committee meetings will be without loss of regular pay or benefits.
- S.05** Committee members agree to respect the confidentiality of all medical information provided to the Committee by the employee. Medical records of the employee will not be made available to committee members without employee consent.
- S.06** The Hospital agrees to provide the employee with a copy of Workplace Safety and Insurance Board Form 7 and notification to Union at the same time it is sent to WSIB.

APPENDIX T - RPN SKILL UTILIZATION

- T.01** Where the Hospital requires upgraded skills on the work unit, the Hospital will pay for attendance at such training at regular wages and will also pay for tuition and materials.

APPENDIX U - HEALTH & SAFETY COMMITTEE

- U.01** The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- U.02** Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- U.03** Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- U.04** The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

- U.05** Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- U.06** Any representative appointed or selected in accordance with (b) hereof shall serve for a term of two calendar years from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Joint Health & Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- U.07** The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- U.08** Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- U.09** Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

FOR THE UNION

FOR THE HOSPITAL

Dated at Mississauga, Ontario, this day of 2003.