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TERM.	2004	09	30
No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS	200		

COLLECTIVE AGREEMENT

BETWEEN:

**SIoux LOOKOUT
MENO-YA-WIN HEALTH CENTRE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4373**

Duration: April 1, 2002 to September 30, 2004

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SCHEDULE "A"

LETTER OF UNDERSTANDING

RPN Rates
No Pyramiding and Call In

COLLECTIVE AGREEMENT

BETWEEN:

**SIOUX LOOKOUT
MENO-YA-WIN HEALTH CENTRE
(hereinafter called the "Hospital")**

of the First Part

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4373
(hereinafter called the "Union")**

of the Second Part

ARTICLE I-- PREAMBLE/RECOGNITION

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 Recognition

The Hospital recognizes the Union as the sole exclusive Bargaining Agent of all employees of the Sioux Lookout Meno-Ya-Win Health Centre in the town of Sioux Lookout, save and except supervisors, persons above the rank of supervisor, professional medical staff, graduate and undergraduate nursing staff, Human Resources Officer, administrative secretaries, Quality Improvement/Education Co-ordinator, Clinical Co-ordinators, I.T. Specialist and students in training programs.

1.03

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

- (a) (i) A Temporary Employee is an employee who is employed for a term not exceeding six (6) months. Temporary employees hired to cover pregnancy and/or parental leaves will be allowed to work for the duration of the leave. Temporary employees will have no seniority status except for the purposes of job postings as indicated in (e) below.
- (a) (ii) Temporary vacancies will be posted in accordance with Article 9.06.
- (b) Temporary Employees shall only be employed:
 - (i) to fill vacancies within the bargaining unit caused by absence due to illness, accident, leaves of absences and vacation.
 - (ii) to perform a special non-recurring task.
- (c) Temporary Employees will be paid wages in accordance with the wage schedule, and will receive vacation percentage plus 14% in lieu of benefits.
- (d) The release or discharge of Temporary Employees shall not be the subject of a grievance or arbitration.
- (e) This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed the equivalent of her probation period will be credited with the appropriate seniority.
- (f) 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

Employee

"Employee" shall include only such persons coming within the scope of the Bargaining Unit described in Article 1.02.

2.03

Steward

"Steward" shall mean an employee of the Hospital, duly accredited as such, by the Union to represent it.

Executive Director

“Executive Director” shall mean the Executive Director of the Sioux Lookout Meno-Ya-Win Health Centre.

2.05 Full-Time Employee

“Full-time Employee” is one who is employed on a permanent basis and who is scheduled to work the normal hours per week as specified in this Collective Agreement.

2.06 Regular Part-Time Employee

“Regular Part-time Employee” is an employee who works less than thirty-seven and one-half (37%) hours per week on a regular basis and whose appointment is indefinite and who has completed his/her probationary period.

2.07 Relief Part-Time and Casual Employee

“Relief Part-time Employee” or “Casual Employee” is an employee who is employed on a relief or replacement basis. In order to assist the Hospital to maintain appropriate staffing levels, relief part-time or casual employees must be available to work at least six (6) shifts per month. A verbal refusal to work six (6) shifts per month when requested to do so will result in termination of employment and loss of seniority.

2.08 Regular Straight Time Rate of Pay

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

2.09 Student

“Student” is defined as a person who is a student at a high school, college, university, or other educational institute prior to being employed by the Employer (who is not working under a co-operative work study program or any other training program) and who is intending to return to school at the end of the vacation period. Students shall be terminated at the end of the school vacation period, and no grievance may be filed with respect to such termination.

ARTICLE 3 - RELATIONSHIPS

3.01 Management Rights

Subject to the provisions of this Agreement, all the rights, powers and authority of management are retained by the Hospital and remain exclusively and without limitation within the rights of management.

Subject to the provisions of this Agreement, the Hospital's rights include:

- I) the right to maintain order, discipline and efficiency and in connection herewith, to make, alter and enforce from time to time, rules and regulations, policies, and practices to be observed by its employees and the right to discipline, suspend or dismiss employees for just cause;
- 2) the direction of the working forces: the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment, the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards, and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment;
- 3) the right to select, hire, transfer, assign to shift, promote, demote, classify, layoff, recall, and also to select employees for positions not covered by this Agreement;
- 4) the right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

3.02 **No Discrimination**

The parties agree that there shall be no discrimination within the meaning of the Ontario Human *Rights Code*, except as may otherwise be permitted or required by law, 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 or sexual orientation. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised 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/her activity or lack of activity in the Union.

3.03 **Bargaining Unit Work for Supervisors**

The Hospital and the Union agree that notwithstanding Article 11, Clause 11.01 (Work of the Bargaining Unit), certain Hospital Supervisory staff have historically performed work usually assigned to the bargaining unit. The Hospital and Union agree that these Supervisors and any succeeding Supervisors will continue performing this work.

For clarity, the Supervisors involved and the general work they do is listed below:

1. Laboratory Manager, Radiology Manager
 - Vacation relief
 - Paid holiday relief
 - Sick relief
 - Regular rotation for call
 - In absence of full complement of technical staff works on a part-time basis

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2. Pharmacy Manager, Physiotherapy/OT Manager
 - Vacation relief
 - Paid holiday relief
 - Regular rotation for call
 - Assists professional staff within department
3. Community Counseling and Addiction Services Manager
 - Carries small caseload
 - Vacation relief
 - Paid holiday relief
 - Sick relief
4. Medical Records Manager, Materiel Manager
 - Vacation relief
 - Paid holiday relief
 - Sick relief
 - Assists in clearing backlogs
5. Director of Finance
 - Minor business office tasks in absence of regular staff, or in work overload situations
6. Long Term Care Manager, Nurse Manager
 - In absence of full complement of nursing staff or in overload situations works on the unit
7. Environmental Services Manager
 - None
8. Human Resources/Payroll Officer
 - Minor business office tasks in absence of regular staff, or in work overload situations

ARTICLE 4 -STRIKES & LOCKOUTS

4.01 Strikes and 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 Union Dues

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members no later than the second pay period of the month following the month for which the dues were levied.

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the end of the month following the month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. The list shall indicate promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths and other terminations of employment.

The Union agrees to advise the Employer thirty (30) days in advance of any changes in the amount of dues deductions.

The Union shall indemnify and hold the Employer harmless with respect to all dues or the equivalent thereof so deducted and remitted with respect to any liability which the Employer might incur as a result of such deductions.

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

5.02 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 part of the orientation program.

5.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its 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.

5.04 Correspondence

All correspondence between the parties arising out of this Agreement of incidental thereto, shall pass to and from the Executive Director of the Hospital or his designate and the President of the Union or his/her designate.

General

All employees in the bargaining unit shall become and remain members of the Union according to the constitution Bylaws of 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 its 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:

- 1) 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.
- 2) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 3) 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.

6.03 Negotiating Committee

- (1) The Hospital agrees to recognize a Negotiating Committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. 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 a renewal agreement, 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.
- (2) The number of employees on the Negotiating Committee shall not exceed three (3) union members plus the President.

- (3) 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 (1) 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 Union Stewards

- (1) 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.
- (2) Stewards are authorized to represent the Union in matters concerning the administration of the Collective Agreement.
- (3) 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.
- (4) 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/her duties, a Union Steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his/her presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his/her regular duties and responsibilities, such Steward shall again report to his/her immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his/her regular scheduled working hours.
- (5) The Chief Steward shall be one of the stewards referred to in Sub-subsection 6.04 (1). A Chief Steward or designate may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.

6.05 Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than one (1) employee selected by the Union who have completed their probationary period.

6.06 Bulletin Boards

The Hospital will provide a bulletin board, which will be available for the posting of notices affecting employees.

The Hospital may request to be furnished with copies of notices prior to their posting, and may require the Union and any employee to refrain from posting any notices which it considers objectionable.

b:07

General

The Union shall provide the Hospital with a list of elected Officers and Stewards, all of whom must have completed their probationary period. The Hospital will not be required to recognize any representative until the Union has notified the Hospital in writing, of the election and appointment of the representative.

ARTICLE 7 -GRIEVANCE AND ARBITRATION PROCEDURE

7.01 Definition of Grievance

For purposes of this 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 Presence of Union Steward

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/her Steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance. If a Steward is not available the parties agree that the Hospital may send the Employee home with pay pending an investigation. This will not be considered disciplinary in nature.

7.03 Grievance Procedure

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she/he has first given his/her immediate supervisor the opportunity of adjusting his/her complaint. Such complaint shall be discussed with his/her 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 his/her immediate supervisor's decision in the following manner and sequence:

Step 1

The employee or the Union may submit a written grievance signed by the employee to his/her immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provision(s) of the agreement which are alleged to be violated. The immediate supervisor will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his/her Department Head who will deliver his/her decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him/her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step will be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement then:

Step 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Executive Director or his/her designee. A meeting will then be held between the Hospital Executive Director or his/her designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended in writing 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 Hospital Executive Director or his/her designee may have such counsel and assistance as she/he 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 Interpretation, Application or Violation of Agreement

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 with a grievance at Step No. 3 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/herself institute and the regular grievance procedure shall not be thereby by-passed.

7.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance with a grievance identifying each employee who is grieving to the Department Head or his/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 Release or Discharge of an Employee

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 probationary period that he 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. 3 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 probationary period, without just cause.

7.07 Abandonment of Grievance

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. 3 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. 3, it will be deemed to have been received within the time limits.

7.08 Effect of Disposition of Grievances

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 Submission of Grievance to Arbitration

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 procedure.

The two (2) Nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such Chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.

7.10 Restriction of Arbitration Chairperson

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance except as allowed by the *Ontario Labour Relations Act*.

7.11 Requisite Steps of Grievance Procedure

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

7.12 Authority of Arbitration Board

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 Final and Binding Decision

The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

7.14 Fees and Expenses of Arbitration

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 Chairperson of the Arbitration Board.

5

Time Limits

All time limits set out in the grievance and arbitration provisions of this Agreement are mandatory.

Subject only to the provisions of section 48 (16) of the *Ontario Labour Relations Act*, failure of the employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire and be abandoned and such grievance shall not be the subject of a new grievance or of an arbitration. Failure of the Employer to meet its time limit shall permit the aggrieved employee to take the grievance to the next succeeding step.

Agreements to extend the time periods must be in writing.

7.16

Single Arbitrator

Wherever Arbitration Board is referred to in this 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/her personnel file for the purpose of reviewing any formal performance evaluations or formal disciplinary notations contained therein, in the presence of the Director of Personnel or designate. An employee has the right to request copies of any performance evaluations in this file.

8.02

Clearing of Record

Any letter of reprimand, suspension or any 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 employees record has been discipline free for one (1) year.

8.03

Reprimands

Whenever the Hospital delivers a written reprimand to an employee, the Hospital shall notify the Union that a reprimand has been given.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

- (a) A new employee will be on probation until she has completed four hundred and fifty (450) hours of work within any twelve (12) calendar month period. Upon completion of the probationary period she shall be credited with seniority equal to four hundred and fifty (450) hours or sixty (60) days. With the written consent of the Hospital, 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 the grievance or arbitration.
- (b) While on probation an employee shall receive ninety-five percent (95%) of the start rate. On completion of the said probation the employee shall immediately progress to the start rate.

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 1950 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.

9.03 Seniority Lists

- (1) The Hospital agrees to post seniority lists in March and October of each year.
- (2) No objection may be taken by the Union or by any employee to a seniority list unless written notice of objection is given to the Employer within one (1) month after the posting of the seniority list in which the item first appeared.

9.04 Loss of Seniority

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

- (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 two (2) 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 (which notification shall be deemed to be received on the second day following the date of mailing) addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Lay-off and Recall;

9.05

Effect of Absence

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

- (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 increment, 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 any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits. Notwithstanding this provision, 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 for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits, or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.
- (d) Part-time employees shall accrue seniority for a period of eighteen (18) 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.

9.06

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 shifts and a copy shall be provided to the Secretary.

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 transfers, appointment shall be made on the basis of skills, ability, qualifications and experience. Where these factors are relatively equal amongst the employees considered, seniority shall govern provided the successful applicant, if any, is qualified to perform the available work.

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

The successful applicant shall be allowed a trial period of up to three (3) months, 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.

9.07 Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his 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 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 shall accumulate seniority during the period of time outside the bargaining unit.

9.08 Transfer of Seniority and Service

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;

- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1950 hours worked.

The above-noted employee shall be allowed a trial period of up to three (3) months, 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 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 not transferred.

9.09 Notice and Redeployment Committee

(a) Notice

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, 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 her or his 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 employees skills, abilities, qualifications and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employees 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
- (v) 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 9.09 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) 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 9.12, 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 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of 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 alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(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.

9.10 Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.09(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.13; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.04; or

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/her duties being assigned to one or more part-time employees.

In the event of a layoff 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 9.09.

9.11 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.

9.12 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 9.09(d)(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 cooperate 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 employ. 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 9.12(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.

9.13 Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.09(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 with one (1) year seniority resigns later than 30 days after receiving notice pursuant to Article 9.09(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.

9.14 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) year's 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.

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 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 to the Union as above set forth and the requirements of the applicable law.

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 layoff of any employees other than casual part-time employees results from such contracting out.

10.02 Contracting Out with Commercial Arrangements

Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment is not a breach of this provision.

10.03 Contracting In

Further to Article 9.09(d)(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 re-negotiation 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 to perform Bargaining Unit work, as covered by this Agreement, shall not be expanded beyond the extent of existing practice as of July 1, 2001. Thereafter, the Hospital shall submit to the Union, upon request, the number of volunteers.

ARTICLE 12 - LEAVES OF ABSENCE

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

Employees scheduled to do Union business on their days off may request time off equivalent to scheduled days off. Such leave shall not be unreasonably withheld, but under no circumstances will the Hospital incur overtime costs as a result of this agreement. The Employer shall invoice the Union for reimbursement.

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.

At any given time, no more than two (2) employees from the same department of the hospital may be granted leave under this clause. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the hospital on the basis of what his 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.

03 (a) Full-Time Position with the Union

(The following 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 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 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 intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his 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.

(b) Full-Time Position with the Union

(The following 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 shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been.

The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his 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.

(c) **Leave for OCHU President and 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 positions 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(s) shall be deemed to be an employee of the Union.

There shall be no loss of service or seniority during such leave of absence and the employee(s) shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his 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 intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his 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 (3) consecutive calendar 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. This also includes step-relations. 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 the purpose 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.

(Should circumstances dictate that burial will occur at a later date, the employee may defer these days off to be taken either at and following the date of burial, or divided to allow both the date of the funeral service as well as the burial date *off*.)

05 (a) **Jury and Witness Duty**

(The following 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 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, travelling and meal allowances 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 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 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 is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

(b) **Jury & Witness Duty**

(The following 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 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, travelling and meal allowances 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 regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

12.06 Pregnancy Leave

- (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) An 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 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 Unemployment 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 percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's Employment Insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits. The parties agree for the purposes of calculating the benefit "normal weekly earnings" will be based on the E.I. qualifying period.

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 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 employees' 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 **Parental Leave**

- (a) Parental 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 parental leave shall be thirteen (13) weeks of continuous service.
- (b) 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.
- (c) 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.
- (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 who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

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

- (f) Effective on confirmation by the Employment Insurance commission of the appropriateness of the Hospital's Supplemental Employment 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 18 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 percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly unemployment 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 unemployment parental benefits. The parties agree that for the purposes of calculating the benefit, "normal weekly earnings" will be based on the E.I. qualifying period.

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 if he or she were not on parental leave.

In addition to the foregoing, the Hospital shall 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.

- (g) 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.
- (h) 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 eighteen (18) weeks while the employee is on parental leave.
- (i) Subject to any changes to the employee's status which would have occurred had the employee 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 (a) In-service Training

It is agreed that an in-service program will be instituted by the Hospital which employees shall be required to attend as required by the Hospital and which shall include fire safety training, disaster planning, accident prevention and other courses as stipulated by the Hospital. Such programs will be conducted during working hours where practicable.

Where an employee is required to attend an in-service program being conducted outside the employee's working hours, the Hospital will pay the employee her straight time hourly rate for attendance at such in-service program. This shall not include educational information that is available on loan from the Hospital.

(b) Education Leave

If required by the Hospital, an employee shall be entitled to 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 Travel Days

Leave of absence with pay and without loss of benefits and seniority may be granted by mutual agreement for employees accepted to attend specialized courses and/or seminars, and/or workshops relative to the employee's job duties. Travel to and from facilities during scheduled working hours to attend such courses and/or seminars and/or workshops shall be compensated as straight time worked or as time in lieu.

12.10 Pre-paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part 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 parties subject to the operating requirements of the Hospital. The year for purposes of the program shall be September 1 of one year to August 31 of 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, subject to the operational requirements of the Hospital.

- (e) During the four (4) years of salary deferral, twenty percent (20%) of \ 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 the 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 Hospital 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 a comparable job.

- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into the formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with Article 12.10 of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the 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)

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the 1992 Hospitals of Ontario disability Income Plan Brochure.

The Hospital will pay seventy-five (75%) percent of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (**HOODIP** or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.

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

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.

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.

13.02 Injury Pay

If an employee is injured on the job and his/her supervisor excuses him/her from further duty for the balance of his/her 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 W.S.I.B. Claims

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

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 Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' compensation if her claim was approved, or the benefit to which he 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 Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue to a maximum of fifteen (15) weeks.

13.04 SICK LEAVE ADMINISTRATION

Employees absent on account of sickness must and as soon as possible, notify the Department Head, and in particular before the commencement of their working hours, in order to permit the Hospital to obtain a replacement. Employees failing to report as herein provided will be treated as absent without leave unless excused by the Hospital.

Any regular full-time employee may be required to produce a Certificate from a duly qualified practitioner for any illness and at the discretion of the Hospital. The Certificate must state that such employee is unable to carry out his regular duties due to illness.

If a regular full-time employee claims sick pay for any day prior to, or subsequent to a statutory holiday, or for any day prior to, or subsequent to his normal day off, his sick leave pay will not be granted, unless satisfactory proof is presented by way of a doctor's certificate, provided however, that any other evidence of such sickness satisfactory to the Hospital may be accepted in lieu of such Certificate.

In the event that an employee shall wrongly claim sick pay credits or abuse sick leave privileges, he shall be deemed to have been absent without leave, and all rights, if any, to sick pay shall be cancelled. Such conduct shall be considered grounds for discharge and in such event the Union shall receive notification of such conduct.

13.05 Medical Examinations

Employees shall be required to undergo routine medical examinations from time to time as designated by the Hospital and at the Hospital's expense.

.06 Medical/Dental Appointments

A full-time Employee will be granted a seven and one-half (7.5) hour day off with pay to attend a personal medical or dental appointment, which is a referral from a family physician or dentist to see an out-of-town specialist. The Employee will supply documentation from a family physician/dentist that s/he has been referred to an out-of-town specialist.

ARTICLE 14 - HOURS OF WORK

14.01 Daily and Weekly Hours of Work

- (1) The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- (2) The normal daily hours of work for full time employees will be seven and one-half (7½) hours per day (exclusive of meal times) and the normal weekly hours of work will be thirty-seven and one-half (37½) hours per week (exclusive of meal times) averaged over an employee's normal departmental scheduling cycle.
- (3) Changes in the status of an employee shall only be effective from the date a determination is made concerning that employee's status. An employee shall not, under any circumstances, acquire any rights or benefits retroactively as a result of such a determination.
- (4) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
- (5) No Employee will be scheduled a split shift.
- (6) In cases of departments where full-time employees are required to rotate on the day, evening and/or night shifts, the Hospital will normally schedule shifts such that there will be a minimum of sixteen (16) hours off between shifts.

14.02 (a) Rest Periods

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

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

(b) Rest Periods

(The following 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

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.

14.04 Flexible Hours

It is understood that in individual cases, starting and finishing times shall be determined by mutual agreement between the Employer and the Employee(s).

14.05 Scheduling

When an employee is scheduled to be off over the Christmas period, his/her schedule shall be drawn up to include Christmas Eve (evening) off. The same shall apply for New Year's.

Normally two (2) consecutive days off will be scheduled. Schedules may be established to provide for more than five (5) consecutive days of work but not more than eight (8) consecutive days of work.

Shift schedules and on-call schedules will be posted at least four (4) weeks in advance.

Requests for change in posted time schedules must be submitted in writing and co-signed by an employee in the same classification willing to exchange days off or shifts or tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Hospital shall not result in overtime payment except in cases where there is a normal overtime situation created by the absence from work of the employee scheduled to work the shift exchange.

An employee who requests a specific tour of duty on a permanent basis may be granted same at the discretion of the Hospital.

The hospital undertakes to schedule work to permit all employees to receive two (2) weekends off in six (6). This clause does not apply where part time employees are hired to work weekends or any employee requests weekend work and such request is granted.

When a tour schedule is changed by the Hospital without twenty-four (24) hours' notice, the employee shall be paid at the premium rate of time and one-half for the first tour of the new schedule. This Clause should not be interpreted as applying to cancellations resulting from decreased census or a change in tour at the request of an employee.

14.06 Extended Tours

The Hospital and Union agree that the following clauses shall amend the Collective Agreement as it applies to employees working extended tours. The Hospital and Union also agree that the provisions set out in the Collective Agreement are meant to be pro-rated to reflect a change from a normal tour to an extended tour. The parties further agree that any error or omission made in Clause 14.06 will be corrected when brought to the attention of either party.

(a) Participation

All full-time and regular part-time employees in a department with extended tours will, as a condition of employment, be required to work extended tours on a rotating basis in accordance with the department's posted schedule.

(b) Introduction

Extended tours shall be introduced when:

- i) sixty percent (60%) of the eligible employees in a department who vote so indicate by secret ballot; and
- ii) the Hospital agrees to implement extended tours in the department concerned.

(c) Discontinuation

Extended tours may be discontinued in any department after a trial period of twenty-six (26) weeks when:

- i) sixty percent (60%) of the affected employees indicate by secret ballot; or
- ii) the Hospital states its intention to discontinue extended tours due to:
 - 1) adverse affects on patient care, or
 - 2) inability to provide a working staff schedule, or
 - 3) where the hospital wishes to do so for monetary or other reasons which are not arbitrary.

When notice of discontinuation is given by either party, then:

- 1) affected employees shall be given sixty (60) days notice before the schedules are amended unless the Hospital and Union agree to a different time period.

(d) Hours of Work and Overtime

The following provisions are intended to define the hours of work for employees working extended tours and shall not be construed as a guarantee of hours of work per day or week or of days of work per week.

- i) The normal daily extended tour will be 11.25 consecutive hours any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time and, subject to the demands of patient care, will include forty-five (45) minutes of paid rest time. Scheduling of meal times and rest periods will be done at the departmental level. Part time employees may be scheduled to work all or part of an extended tour depending upon the Hospital's requirements.
 - ii) An employee will receive time and one half her regular hourly rate of pay for authorized hours worked in excess of 11.25 hours (eleven and one half hours) per day.
 - iii) An employee may have her hours of work averaged over a multi week schedule but will not be required to work more than four (4) consecutive extended tours. Premium pay as outlined in Clause 15.03 will be paid for time worked on a fifth and subsequent extended tour.
- (e) Scheduling
- i) Schedules will be posted at least four (4) weeks in advance. The Hospital will schedule shifts such that there will be a minimum of twelve (12) hours off between shifts.
 - ii) The Hospital undertakes to schedule work to permit employees to receive two (2) weekends off in six (6).
 - iii) A weekend is defined as at least sixty (60) consecutive hours off work from the completion of the Friday shift until the beginning of the Monday shift.
 - iv) When an employee is scheduled to be off over the Christmas period, her schedule shall be drawn up to include Christmas Eve (evening) off. The same shall apply for New Years.
 - v) When a tour schedule is changed by the Hospital without twenty-four (24) hours notice, the employee shall be paid at the premium rate outlined in Clause 15.03 for the first shift of the new schedule. This Clause should not be interpreted as applying to the cancellations resulting from decreased census or a change in shift at the request of an employee.
 - vi) An employee who must make herself available to the Hospital during her meal period shall be paid one half (.5) hour at straight time.

Note: Clauses 14.05 and 14.01 (6) do not apply to employees working extended shifts.

- (f) Vacations and Paid Holidays
- i) An employee's vacation entitlement as determined by the Collective Agreement will be expressed in hours with one day equaling 11.25 hours.
 - ii) At least the equivalent of one (1) week of vacation must be taken at any one time and an employee will be allowed to split her vacation only once.
 - iii) A full-time employee working a paid holiday shall be paid time and one half her regular straight time hourly rate for such work and will earn a seven and one half (7.5) hour lieu day to be taken in accordance with the Collective Agreement.
 - iv) A full-time employee who is scheduled off on a paid holiday will be paid seven and one half (7.5) hours pay at her normal hour rate.
 - v) A part-time employee who works on a paid holiday listed in the Collective Agreement will be paid time and one half her regular straight time hourly rate for all hours worked on such holiday.
 - vi) Extended tour employees will be subject to the same paid holiday qualifiers as normal tour employees and will also be covered by Clauses 16.05, 16.07, 16.08, 16.10 and 16.11.
- (g) Leaves of Absence
- i) An extended tour employee will be covered by Clause 12.04 (Bereavement Leave). Payment for such days will be made on the basis of a seven and one-half (7.5) hour tour at the employee's regular straight time hourly rate.
 - ii) An extended tour employee will be covered by Clause 12.05 (Jury and Witness Duty). Payment for such days will be made on the basis of an eleven and one quarter (11.25) hour tour at the employee's regular straight time hourly rate.

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

An employee shall receive time and one-half of his regular rate of pay for authorized hours worked in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week, or the regular full time shift schedule per week.

15.03 Overtime Premium

The overtime rate shall be time and one-half the employee's regular straight-time hourly rate.

15.04 No Pyramiding

Overtime shall 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.

15.05 Overtime Approval

All overtime must be approved in advance by the employee's supervisor or designate.

15.06 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. Lieu time may be banked to a maximum of sixty (60) hours. The Hospital shall revert to payment of premium rate if time is not taken within sixty (60) calendar days.

15.07 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.

15.08 Call-In

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 three (3) hours of work or three (3) hours pay at the rate of time one and one-half (1½) their regular hourly earnings.

15.09 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 two dollars and ten cents (\$2.10) per hour for all hours on standby.

Effective May 3, 2003, standby pay will be in the amount of two dollars and fifty cents (\$2.50) for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 15.08 above and works during the period of standby.

An employee may request time off equivalent to on-call pay earned, provided no replacement is required and shall be applied in accordance with Article 15.06.

15.10 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 ($\frac{1}{2}$) of a shift, he 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 the 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 ($\frac{1}{2}$) of one shift, the employee will receive an allowance of four (\$4.00) dollars for each shift from the time of the assignment. Effective May 3, 2003, the employee will receive an allowance of fifteen dollars (\$15.00) for each shift from the time of the assignment.

15.11 ■ Shift Premium and Weekend Premium

Employees shall be paid a shift premium of fifty-five cents (55¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same fifty-five cents (55¢) per hour will be paid as a weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday. The shift and weekend premiums shall increase to sixty cents (60¢) effective September 29, 2002 and sixty-five cents (65¢) effective September 29, 2003.

15.12 Overtime

Overtime shifts will be assigned on a seniority basis to full-time employees who have indicated their availability in a manner prescribed by the Hospital. Normally an employee will not be allowed to work more than twenty-two and one half (22.5) hours of overtime in a pay period. Once all eligible full-time employees have been offered the available overtime shifts, then part-time employees will be offered the remaining overtime shifts on the basis of seniority. Overtime shifts do not include non-premium hours that are assigned to part-time and/or casual employees.

15.13 Premium Pay - Interpreter

Employees designated by the Hospital to act as qualified patient interpreters shall receive a premium of two dollars (\$2.00) per hour. Such premium does not form part of the employee's straight time hourly rate of pay.

15.14 Premium Pay – Team Leader

A Registered Practical Nurse assigned to work as a Team Leader in Extended Care will receive a premium of fifty cents (50¢) per hour for all hours worked. A Registered Practical Nurse with an Operating Room Technician Certificate will receive a premium of forty-eight cents (48¢) per hour for all hours worked in the operating room.

Effective May 3, 2003, Registered Practical Nurses assigned to work as a Team Leader in Extended Care will receive a premium of sixty cents (60¢) per hour for all hours worked. A Registered Practical Nurse with an Operating Room Technician Certificate will receive a premium of sixty cents (60¢) per hour for all hours worked in the operating room.

ARTICLE 16 - HOLIDAYS

16.01 Number of Holidays

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

The Hospital recognizes the following days as paid holidays:

- | | |
|------------------|-----------------|
| New Year's Day | Remembrance Day |
| Canada Day | Victoria Day |
| Thanksgiving Day | Labour Day |
| Boxing Day | Christmas Day |
| Good Friday | Civic Holiday |

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 discussions with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remain unchanged.

Employees shall be entitled to two (2) floating days within each calendar year after completing one (1) year of service. The employee and employer shall endeavour to schedule the floating day on a day mutually agreed upon.

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.

16.03

Qualifications for Holiday Pay

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

In order to qualify for holiday pay for any holiday or to qualify for a lieu day, an employee must complete their 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.

16.04

Forfeiture of Pay

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

An employee who is absent on a holiday after being posted to work forfeits all pay for the day unless the employee presents to the Hospital proof of illness or non-occupational accident rendering the employee unable to perform their regular duties.

16.05

Holiday on Day Off/Vacation

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

Where a paid holiday falls on a scheduled day off for an employee or during the employee's vacation, the Hospital shall grant a mutually agreed working day that is to be taken not later than the next annual vacation of the employee and that day shall be deemed to be the paid holiday.

16.06

Holiday on Work Day

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

If an employee is required to work on any of the holidays set out in Article 16.01, the employee shall be paid at the rate of time and one-half (1 1/2) his/her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.10. In addition, if the employee qualifies in accordance with Article 16.03, 16.04 and 16.07 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 hours worked on the holiday.

16.07

Sick Pay during Holiday

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

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 or a lieu day in respect of the same day.

16.08 Holiday Pay during Lay-off or Leaves

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

It is agreed that an employee *off* work on lay *off* for off work receiving Workers' Compensation Disability benefits or pension, or on short or long-term sick leave, or an employee *off* work on an approved leave of absence without pay or on any other unpaid absence is not eligible for paid holidays or holiday pay from the Employer.

16.09 Holiday Pay

If a part-time employee is required to work on any of the holidays listed in article 16.01 she will be paid at the rate of time and one-half (1.5) her regular straight time hourly rate of pay for all hours worked on such holiday.

16.10 Payment for Working Overtime on a Holiday

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

16.11 Christmas / New Years Day

The Hospital shall endeavour to grant employees either Christmas Day or New Year's Day *off* on a rotating basis.

ARTICLE 17 - VACATIONS

17.01 Vacations

- (1) For the purpose of determining vacation entitlement January 1st of each year shall be used.
- (2) Vacations are earned on the basis of accumulated service and are taken in the calendar year following January 1.
- (3)
 - (a) Vacations are not cumulative from year to year except with the written approval of the Hospital.
 - (b) An employee shall be entitled to carry over five (5) days of paid vacation leave to be taken within the first three (3) months of the new year.

17.02 (a) Entitlement, Qualifiers and Calculation of Payment

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

- (1) On January 1 of any year, each regular full-time employee who has been in the employ of the Hospital for less than one year of credited service shall be entitled to a vacation of .83 of a day with pay for each month of service up to a maximum of ten (10) full working days.

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- (2) A regular full-time employee shall receive vacation credits on the following basis:
- (a) An employee who has (as of January 1 of any year) completed one (1) or year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation with pay.
 - (b) An employee who has (as of January 1 of any year) completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.
 - (c) An employee who has (as of January 1 of any year) completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.
 - (d) An employee who has (as of January 1 of any year) completed fifteen (15) years but less than twenty-three (23) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.
 - (e) An employee who has (as of January 1 of any year) completed twenty-five (25) or more years of continuous full-time service shall be entitled to an annual vacation with pay of thirty (30) days.
 - (f) Effective January 1, 2004, 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.

To clarify, every employee who has attained their 30th or 35th anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation banked.

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 9.05, Effect of Absence.

- (3) A regular full-time employee who is absent from work during the year in excess of thirty (30) calendar days shall have their vacation pay and time off for vacation in the subsequent year pro-rated by the full period of such absence.

17.02 (b) Entitlement, Qualifiers and Calculation of Payment

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

- i Less than one (1) years service – in accordance with Legislation.
- ii Less than two (2) years continuous service – four percent **(4%)** of annual earnings.

- iii Two (2) years but less than five (5) years of continuous service - percent (6%) of annual earnings.
- iv Five (5) years but less than fifteen (15) years of continuous service - eight percent (8%) of annual earnings.
- v Fifteen (15) years to twenty-three (23) years of continuous service - ten percent (10%) of annual earnings.
- vi More than twenty-three (23) years of continuous service - twelve percent (12%) of annual earnings.

Two hundred and twenty (220) working days constitute a years service for vacation purposes. Payment for vacation pay due will be paid out in the time period earned.

17.03 Time Taken for Leave of Absence

Time taken for a leave of absence under Article 9.05 shall not be credited service for the purpose of calculating vacation and vacation pay entitlement.

17.04 Notification of Preferred Vacation

By March 15th of each year, an employee shall inform the Hospital of his/her preferred vacation. The Hospital will schedule vacations in order of employee seniority, and will post the vacation schedule by April 15th. However, once an employee has indicated a preferred vacation period, he/she may not then exercise seniority rights to change the stated period. Seniority shall be exercised only on the first preferred option for the vacation schedule.

17.05 Temporary Employee Vacation Pay

Temporary employees in the bargaining unit shall be granted vacation and vacation pay in accordance with the *Employment Standards Act*.

17.06 Employees Receiving Greater Number of Vacation Days

Any employee who currently receives a greater number of vacation days than provided for above, shall not have the number of vacation days increased until they accrue the proportionate amount of time as set out above.

17.07 Work During Vacation

Should an employee who has commenced his/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 one-half (1 1/2) times his/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 off for each day on which she/he has so worked.

.08 Illness During Vacation

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

Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to and continue into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave.

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

17.09 Unbroken Vacation Period

An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Hospital.

17.10 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 Hospital agrees, during the term of the Collective Agreement, to contribute towards the insurance premium of participating eligible employees (as defined by the insurance policies) 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 fifty percent (50%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier. Effective May 3, 2003, the hospital agrees to pay one hundred percent (100%) of the billed premium.

- (b) The Hospital agrees to contribute seventy-five percent (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 (as amended below) or comparable coverage with another carrier providing for fifteen dollars (\$15) (single) and twenty-five dollars (\$25) (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum ninety dollars (\$90) every twenty-four (24) months) as well as a hearing aid allowance (lifetime maximum five-hundred dollars (\$500) per individual).

Effective May 3, 2003, coverage will include vision care to a maximum of one hundred and fifty dollars (\$150) every twenty-four (24) months, as well as a hearing aid allowance to a maximum of five hundred dollars (\$500) every twenty-four (24) months per individual.

- (c) The Hospital agrees to contribute seventy-five (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP 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. Effective May 3, 2003, the Hospital agrees to contribute one hundred percent (100%) of the billed premium.

- (d) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan 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 premiums are paid by the employee through payroll deduction.

Effective May 3, 2003, the Hospital agrees to contribute seventy-five percent (75%) of the billed premium 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); effective June 1, 2003 dental recall including preventive services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to one thousand dollars (\$1,000) annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to one thousand dollars (\$1,000) annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction, effective May 3, 2003.

- (e) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union, upon request.

- (f) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age sixty-five (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 benefit plans as is currently contributed by the Hospital to the billed premiums of active employees.

18.02 **Change of Carrier**

(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 and 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 program contracted for and in effect for employees covered herein.

18.03 **Pension**

(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.

18.04 **Retirement Allowance**

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

Prior to issuing notice of layoff pursuant to article 9.09(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 9.09(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 twenty-six (26) weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to one-thousand dollars (\$1,000) for each year less than age sixty-five (65) to a maximum of five-thousand dollars (\$5,000) upon retirement.

18.05 **Benefits for Part-Time Employees**

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

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, 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 unemployment benefits) an amount equal to fourteen percent (14%) of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE 19 - HEALTH & SAFETY

19.01 Joint Health and Safety Committee

- (a) 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.
- (b) 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.
- (c) 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.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the committee to fulfil its functions.
- (e) 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.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his/her regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) 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.
- (i) 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.

19.02 Workers Killed or Injured on the Job

In recognition of all workers killed or injured on the job, the Hospital agrees to observe one minute of silence at 11:00 a.m. annually on April 28th where practical.

9.03

Violence in the Workplace

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.

The Hospital agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupational Health and Safety Committee for review.

The Joint Occupational Health and Safety Committee shall concern itself with those matters and shall make such recommendations as it deems appropriate.

19.04

Modified Work

The Hospital and the Union recognize their joint responsibility to provide a modified work program to facilitate the return to active employment of employees as quickly and efficiently as possible.

When it has been medically determined that an employee is unable to return to the full duties of his/her position due to a disability, the Hospital will notify and meet with designated members of the CUPE local, and the employee, to discuss the circumstances surrounding that employee's return to suitable work.

The Hospital agrees to provide the employee with a copy of W.S.I.B. Form 7 at the same time it is sent to the Board.

ARTICLE 20 - COMPENSATION

20.01 (a) Job Classification

- (I) 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.
- (2) (a) 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.

- (b) If the matter is not resolved following the meeting with the Union, 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.
- (3) 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.
- (4) Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W.S.I.B. an employee is unable to carry out the regular functions of his/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.

Such an accommodation shall not result in an increase in pay for any employees affected by the changes made.

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 Assignment of Duties From Another 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 provides 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 months.

20.03 Promotion to a 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 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 has been promoted).

20.04 Wages and Classification Premiums

- (1) Schedule "A" shall be the basic wages for the classifications named therein during the life of this Agreement.

The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

- (2) Schedule "A": rates of pay shall be expressed in hourly figures.

20.05 Progression on the Wage Grid

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

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1950 hours worked.

20.06 No Elimination

The Hospital agrees that there shall be no elimination of classifications without prior consultation.

20.07 Student Rates

Students, as defined in Clause 2.09, shall be paid at the rate established under the Employment Standards Act plus an additional two dollars (\$2.00) per hour.

ARTICLE 21 - HOSPITAL OPERATING PLAN

- (a) 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.
- (b) 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.
- (c) 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 rate.

ARTICLE 22 - DURATION

22.01 Term

This Agreement shall be effective from date of ratification 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 30, 2004. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

22.02 Retroactivity

Retroactive payment to individuals relating to the foregoing general wage increases shall be paid within sixty (60) days from the effective date of this Award (i.e., its date of ratification) and shall be based on all hours paid from April 1, 2002.

Retroactive payment of wages shall be by separate cheque where the existing payroll system permits. Where the existing payroll system does not allow for payment by separate cheque, the Hospital will supply each employee with a separately written, detailed explanation of the retroactive pay calculations made.

Employees who have terminated their employment after April 1, 2002 shall be sent a notice by the Hospital by Registered Mail to their last-known address, and such individuals shall have sixty (60) days from the date of such notice within which to claim retroactive payment.

22.03 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 one hundred and twenty (120) to sixty (60) days prior to the termination date of this Agreement. Negotiations on central matters shall take place during this period commencing forty-five (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 Committees 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 Committees referred to above. For such purposes, it is further understood that the Central Negotiating Committees 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.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by duly authorized officers and representatives.

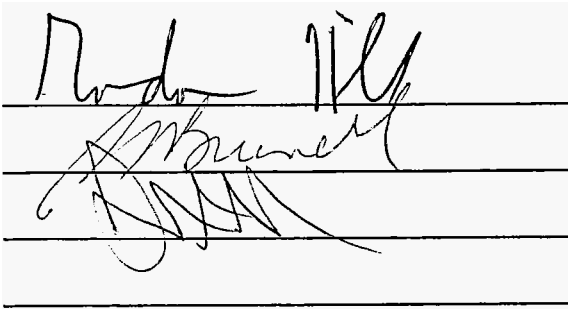
Signed at Sioux Lookout, Ontario, this

day of

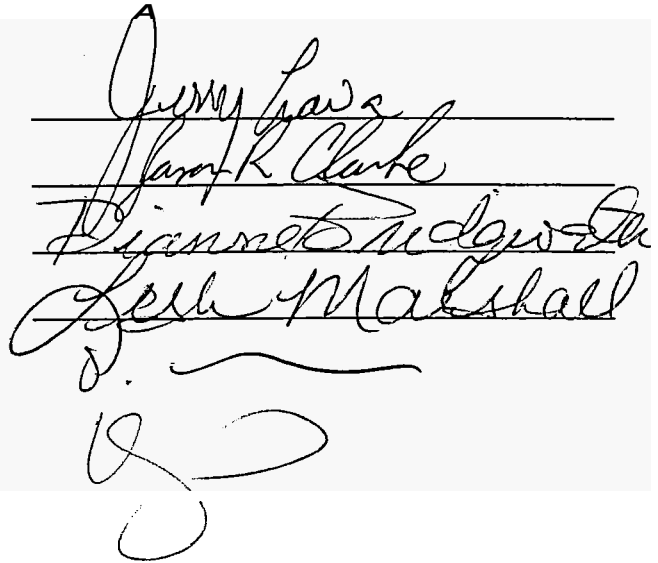
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FOR MENO-YA-WIN HEALTH CENTRE

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 4373



Handwritten signatures for Meno-Ya-Win Health Centre on a set of four horizontal lines. The signatures are written in black ink and include a name that appears to be "Norden" followed by a stylized signature.



Handwritten signatures for the Canadian Union of Public Employees on a set of four horizontal lines. The signatures are written in black ink and include names such as "Jimmy Goss", "Frank R. Clarke", "Dianne McDougall", and "Glen Marshall".

/lc
opeiu 491

CUPE LOCAL 4373 – SCHEDULE “A”

April 1, 2002

Classification	Probation	Start	12 Months	24 Months	36 Months
Group 1					
Ward Aide	\$14.11	\$14.87	\$15.01	\$15.15	\$15.29
Housekeeping Aide	\$14.11	\$14.87	\$15.01	\$15.15	\$15.29
Dietary Aide	\$14.11	\$14.87	\$15.01	\$15.15	\$15.29
Laundry Aide	\$14.11	\$14.87	\$15.01	\$15.15	\$15.29
Porter	\$14.11	\$14.87	\$15.01	\$15.15	\$15.29
Ward Clerk	\$14.11	\$14.87	\$15.01	\$15.15	\$15.29
Stores Person	\$14.11	\$14.87	\$15.01	\$15.15	\$15.29
Clerk	\$14.11	\$14.87	\$15.01	\$15.15	\$15.29
Group 2					
Admitting Clerk	\$14.37	\$15.12	\$15.28	\$15.41	\$15.55
Physiotherapy Aide	\$14.37	\$15.12	\$15.28	\$15.41	\$15.55
C.S.R. Aide	\$14.37	\$15.12	\$15.28	\$15.41	\$15.55
Pharmacy Aide	\$14.37	\$15.12	\$15.28	\$15.41	\$15.55
Clerk Typist	\$14.37	\$15.12	\$15.28	\$15.41	\$15.55
Health Care Aide	\$14.37	\$15.12	\$15.28	\$15.41	\$15.55
Lab Assistant	\$14.37	\$15.12	\$15.28	\$15.41	\$15.55
Security	\$14.72	\$15.48	\$15.63	\$15.76	\$15.90
Relief Cook	\$14.37	\$15.12	\$15.28	\$15.41	\$15.55
Group 3					
Accounts Clerk	\$15.36	\$16.12	\$16.27	\$16.39	\$16.53
Purchasing Clerk	\$15.36	\$16.12	\$16.27	\$16.39	\$16.53
Rehabilitation Assistant	\$15.36	\$16.12	\$16.27	\$16.39	\$16.53
OR Booking Clerk	\$15.36	\$16.12	\$16.27	\$16.39	\$16.53
Maintenance 1	\$15.36	\$16.12	\$16.27	\$16.39	\$16.53
Recreation/Activity Work	\$15.36	\$16.12	\$16.27	\$16.39	\$16.53
Head Cook	\$15.36	\$16.12	\$16.27	\$16.39	\$16.53
Health Record Clerk/Typist	\$15.36	\$16.12	\$16.27	\$16.39	\$16.53
Senior Admitting Clerk	\$15.36	\$16.12	\$16.27	\$16.39	\$16.53
Accounts Technician	\$15.36	\$16.12	\$16.27	\$16.39	\$16.53
Group 4					
Maintenance II	\$16.45	\$17.24	\$17.39	\$17.53	\$17.67
Health Records Technician	\$17.04	\$17.50	\$17.85	\$18.21	\$18.57
Pharmacy Tech	\$19.21	\$20.09	\$20.24	\$20.37	\$20.51
R.P.N.	\$19.21	\$20.09	\$20.24	\$20.37	\$20.51
Maintenance Journeyman	\$20.76	\$21.55	\$21.68	\$21.83	\$21.97
X-Ray Technologist	\$22.65	\$23.72	\$24.53	\$25.45	\$26.87
Laboratory Technologist	\$22.65	\$23.72	\$24.53	\$25.45	\$26.87
Ultrasound Technologist	\$23.14	\$24.24	\$25.07	\$26.00	\$27.45
Physiotherapist/OT	\$25.26	\$26.27	\$27.27	\$28.28	\$29.28
Group 5					
Counselor w Experience	\$19.49	\$20.52	\$21.13	\$21.89	\$22.40
Counselor w Diploma	\$20.25	\$21.32	\$21.93	\$22.56	\$23.19
Counselor w Degree	\$21.66	\$22.80	\$23.42	\$24.03	\$24.65
Counselor w MSW	\$23.68	\$24.93	\$25.54	\$26.16	\$26.78
Staff Pharmacist	\$34.23	\$36.03	\$36.77	\$37.50	\$38.24

CUPE LOCAL 4373 – SCHEDULE “A”

April 1, 2003

Classification	Probation	Start	12 Months	24 Months	36 Months
Group 1					
Ward Aide	\$14.81	\$15.61	\$15.76	\$15.90	\$16.05
Housekeeping Aide	\$14.81	\$15.61	\$15.76	\$15.90	\$16.05
Dietary Aide	\$14.81	\$15.61	\$15.76	\$15.90	\$16.05
Laundry Aide	\$14.81	\$15.61	\$15.76	\$15.90	\$16.05
Porter	\$14.81	\$15.61	\$15.76	\$15.90	\$16.05
Ward Clerk	\$14.81	\$15.61	\$15.76	\$15.90	\$16.05
Stores Person	\$14.81	\$15.61	\$15.76	\$15.90	\$16.05
Clerk	\$14.81	\$15.61	\$15.76	\$15.90	\$16.05
Group 2					
Admitting Clerk	\$15.08	\$15.87	\$16.04	\$16.17	\$16.32
Physiotherapy Aide	\$15.08	\$15.87	\$16.04	\$16.17	\$16.32
C.S.R. Aide	\$15.08	\$15.87	\$16.04	\$16.17	\$16.32
Pharmacy Aide	\$15.08	\$15.87	\$16.04	\$16.17	\$16.32
Clerk Typist	\$15.08	\$15.87	\$16.04	\$16.17	\$16.32
Health Care Aide	\$15.08	\$15.87	\$16.04	\$16.17	\$16.32
Lab Assistant	\$15.08	\$15.87	\$16.04	\$16.17	\$16.32
Security	\$15.08	\$15.87	\$16.04	\$16.17	\$16.32
Relief Cook	\$15.08	\$15.87	\$16.04	\$16.17	\$16.32
Group 3					
Accounts Clerk	\$16.13	\$16.93	\$17.07	\$17.21	\$17.36
Purchasing Clerk	\$16.13	\$16.93	\$17.07	\$17.21	\$17.36
Rehabilitation Assistant	\$16.13	\$16.93	\$17.07	\$17.21	\$17.36
OR Booking Clerk	\$16.13	\$16.93	\$17.07	\$17.21	\$17.36
Maintenance 1	\$16.13	\$16.93	\$17.07	\$17.21	\$17.36
Recreation/Activity Work	\$16.13	\$16.93	\$17.07	\$17.21	\$17.36
Head Cook	\$16.13	\$16.93	\$17.07	\$17.21	\$17.36
Health Record Clerk/Typist	\$16.13	\$16.93	\$17.07	\$17.21	\$17.36
Senior Admitting Clerk	\$16.13	\$16.93	\$17.07	\$17.21	\$17.36
Accounts Technician	\$16.13	\$16.93	\$17.07	\$17.21	\$17.36
Group 4					
Maintenance II	\$16.95	\$17.77	\$17.92	\$18.07	\$18.21
Health Records Technician	\$17.54	\$18.02	\$18.38	\$18.75	\$19.12
Pharmacy Tech	\$19.78	\$20.69	\$20.84	\$20.97	\$21.12
R.P.N.	\$19.78	\$20.69	\$20.84	\$20.97	\$21.12
Maintenance Journeyman	\$21.60	\$22.20	\$22.33	\$22.48	\$22.63
X-Ray Technologist	\$23.33	\$24.43	\$25.27	\$26.22	\$27.68
Laboratory Technologist	\$23.33	\$24.43	\$25.27	\$26.22	\$27.68
Ultrasound Technologist	\$24.03	\$24.96	\$25.82	\$26.78	\$28.27
Physiotherapist/OT	\$26.52	\$27.58	\$28.63	\$29.69	\$30.74
Counselor w Experience	\$20.07	\$21.13	\$21.76	\$22.54	\$23.07
Counselor w Diploma	\$20.86	\$21.96	\$22.59	\$23.24	\$23.89
Counselor w Degree	\$22.31	\$23.48	\$24.12	\$24.75	\$25.39
Counselor w MSW	\$24.39	\$25.68	\$26.30	\$26.94	\$27.58
Staff Pharmacist	\$35.26	\$37.11	\$37.88	\$38.63	\$39.39

CUPE LOCAL 4373 – SCHEDULE “A”					
October 1, 2003					
Classification	Probation	Start	12 Months	24 Months	36 Months
Group 1					
Ward Aide	\$15.08	\$15.88	\$16.02	\$16.19	\$16.33
Housekeeping Aide	\$15.08	\$15.88	\$16.02	\$16.19	\$16.33
Dietary Aide	\$15.08	\$15.88	\$16.02	\$16.19	\$16.33
Laundry Aide	\$15.08	\$15.88	\$16.02	\$16.19	\$16.33
Porter	\$15.08	\$15.88	\$16.02	\$16.19	\$16.33
Ward Clerk	\$15.08	\$15.88	\$16.02	\$16.19	\$16.33
Stores Person	\$15.08	\$15.88	\$16.02	\$16.19	\$16.33
Clerk	\$15.08	\$15.88	\$16.02	\$16.19	\$16.33
Group 2					
Admitting Clerk	\$15.70	\$16.52	\$16.70	\$16.83	\$16.99
Physiotherapy Aide	\$15.70	\$16.52	\$16.70	\$16.83	\$16.99
C.S.R. Aide	\$15.70	\$16.52	\$16.70	\$16.83	\$16.99
Pharmacy Aide	\$15.70	\$16.52	\$16.70	\$16.83	\$16.99
Clerk Typist	\$15.70	\$16.52	\$16.70	\$16.83	\$16.99
Health Care Aide	\$15.70	\$16.52	\$16.70	\$16.83	\$16.99
Lab Assistant	\$15.70	\$16.52	\$16.70	\$16.83	\$16.99
Security	\$15.70	\$16.52	\$16.70	\$16.83	\$16.99
Relief Cook	\$15.70	\$16.52	\$16.70	\$16.83	\$16.99
Group 3					
Accounts Clerk	\$16.91	\$17.75	\$17.90	\$18.04	\$18.20
Purchasing Clerk	\$16.91	\$17.75	\$17.90	\$18.04	\$18.20
Rehabilitation Assistant	\$16.91	\$17.75	\$17.90	\$18.04	\$18.20
OR Booking Clerk	\$16.91	\$17.75	\$17.90	\$18.04	\$18.20
Maintenance 1	\$16.91	\$17.75	\$17.90	\$18.04	\$18.20
Recreation/Activity Work	\$16.91	\$17.75	\$17.90	\$18.04	\$18.20
Head Cook	\$16.91	\$17.75	\$17.90	\$18.04	\$18.20
Health Record Clerk/Typist	\$16.91	\$17.75	\$17.90	\$18.04	\$18.20
Senior Admitting Clerk	\$16.91	\$17.75	\$17.90	\$18.04	\$18.20
Accounts Technician	\$16.91	\$17.75	\$17.90	\$18.04	\$18.20
Group 4					
Maintenance II	\$17.62	\$18.55	\$18.71	\$18.86	\$19.01
Health Records Technician	\$17.29	\$18.20	\$18.56	\$18.94	\$19.31
Pharmacy Tech	\$20.05	\$21.11	\$21.27	\$21.40	\$21.55
R.P.N.	\$20.10	\$21.16	\$21.31	\$21.45	\$21.60
Maintenance Journeyman	\$21.09	\$22.20	\$22.33	\$22.48	\$22.63
X-Ray Technologist	\$23.63	\$24.87	\$25.73	\$26.69	\$28.18
Laboratory Technologist	\$23.63	\$24.87	\$25.73	\$26.69	\$28.18
Ultrasound Technologist	\$24.47	\$25.76	\$26.65	\$27.64	\$29.18
Physiotherapist/OT	\$26.47	\$27.86	\$28.92	\$29.99	\$31.05
Group 5					
Counselor w Experience	\$20.07	\$21.13	\$21.76	\$22.54	\$23.07
Counselor w Diploma	\$20.86	\$21.96	\$22.59	\$23.24	\$23.89
Counselor w Degree	\$22.76	\$23.95	\$24.60	\$25.25	\$25.90
Counselor w MSW	\$24.88	\$26.19	\$26.82	\$27.48	\$28.13
Staff Pharmacist	\$35.97	\$37.86	\$38.64	\$39.41	\$40.18

CUPE LOCAL 4373 – SCHEDULE “A”					
April 1, 2004					
Classification	Probation	Start	12 Months	24 Months	36 Months
Group 1					
Ward Aide	\$15.30	\$16.11	\$16.26	\$16.44	\$16.57
Housekeeping Aide	\$15.30	\$16.11	\$16.26	\$16.44	\$16.57
Dietary Aide	\$15.30	\$16.11	\$16.26	\$16.44	\$16.57
Laundry Aide	\$15.30	\$16.11	\$16.26	\$16.44	\$16.57
Porter	\$15.30	\$16.11	\$16.26	\$16.44	\$16.57
Ward Clerk	\$15.30	\$16.11	\$16.26	\$16.44	\$16.57
Stores Person	\$15.30	\$16.11	\$16.26	\$16.44	\$16.57
Clerk	\$15.30	\$16.11	\$16.26	\$16.44	\$16.57
Group 2					
Admitting Clerk	\$15.93	\$16.76	\$16.95	\$17.08	\$17.24
Physiotherapy Aide	\$15.93	\$16.76	\$16.95	\$17.08	\$17.24
C.S.R. Aide	\$15.93	\$16.76	\$16.95	\$17.08	\$17.24
Pharmacy Aide	\$15.93	\$16.76	\$16.95	\$17.08	\$17.24
Clerk Typist	\$15.93	\$16.76	\$16.95	\$17.08	\$17.24
Health Care Aide	\$15.93	\$16.76	\$16.95	\$17.08	\$17.24
Lab Assistant	\$15.93	\$16.76	\$16.95	\$17.08	\$17.24
Security	\$15.93	\$16.76	\$16.95	\$17.08	\$17.24
Relief Cook	\$15.93	\$16.76	\$16.95	\$17.08	\$17.24
Group 3					
Accounts Clerk	\$17.16	\$18.01	\$18.16	\$18.31	\$18.47
Purchasing Clerk	\$17.16	\$18.01	\$18.16	\$18.31	\$18.47
Rehabilitation Assistant	\$17.16	\$18.01	\$18.16	\$18.31	\$18.47
OR Booking Clerk	\$17.16	\$18.01	\$18.16	\$18.31	\$18.47
Maintenance 1	\$17.16	\$18.01	\$18.16	\$18.31	\$18.47
Recreation/Activity Work	\$17.16	\$18.01	\$18.16	\$18.31	\$18.47
Head Cook	\$17.16	\$18.01	\$18.16	\$18.31	\$18.47
Health Record Clerk/Typist	\$17.16	\$18.01	\$18.16	\$18.31	\$18.47
Senior Admitting Clerk	\$17.16	\$18.01	\$18.16	\$18.31	\$18.47
Accounts Technician	\$17.16	\$18.01	\$18.16	\$18.31	\$18.47
Group 4					
Maintenance II	\$17.89	\$18.83	\$19.00	\$19.15	\$19.30
Health Records Technician	\$17.55	\$18.47	\$18.84	\$19.22	\$19.60
Pharmacy Tech	\$20.35	\$21.42	\$21.58	\$21.72	\$21.87
R.P.N.	\$20.40	\$21.47	\$21.63	\$21.77	\$21.92
Maintenance Journeyman	\$21.40	\$22.53	\$22.66	\$22.82	\$22.97
X-Ray Technologist	\$23.98	\$25.24	\$26.11	\$27.09	\$28.60
Laboratory Technologist	\$23.98	\$25.24	\$26.11	\$27.09	\$28.60
Ultrasound Technologist	\$24.80	\$26.15	\$27.05	\$28.06	\$29.62
Physiotherapist/OT	\$26.73	\$28.14	\$29.21	\$30.29	\$31.36
Counselor w Experience	\$20.38	\$21.45	\$22.09	\$22.88	\$23.42
Counselor w Diploma	\$21.17	\$22.29	\$22.93	\$23.59	\$24.25
Counselor w Degree	\$23.10	\$24.31	\$24.97	\$25.63	\$26.29
Counselor w MSW	\$25.25	\$26.58	\$27.22	\$27.89	\$28.55
Staff Pharmacist	\$36.51	\$38.42	\$39.22	\$40.00	\$40.78

- * Add one dollar and sixty-seven cents (\$1.67) per hour for lead hand position in Maintenance.
- * Add eighty-three cents (83¢) per hour for lead hand position in Housekeeping and Laundry.

LETTER OF UNDERSTANDING

BETWEEN

MENO-YA-WIN HEALTH CENTRE
(hereinafter called the 'Hospital')

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 4373
(hereinafter called the 'Union')

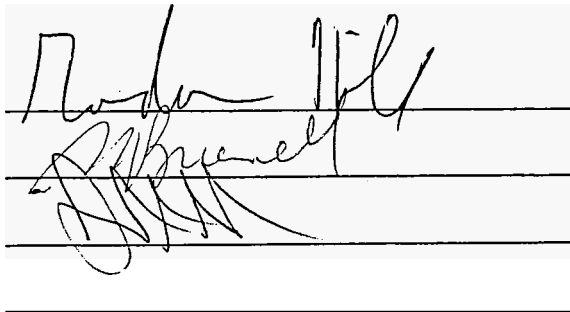
Re: No Pyramiding and Call In

Notwithstanding Article 15.04 (No Pyramiding) and Article 15.08 (Call In), the parties hereby agree that when an employee is called in prior to the commencement of a regularly scheduled shift, and such call-in extends to and becomes contiguous to said shift, premium hours will be paid in accordance with applicable call-in provisions for such hours from the commencement of that call-in. These hours will not be compounded on top of the regular hours of work.

Signed this day of 200

SIGNED ON BEHALF OF:

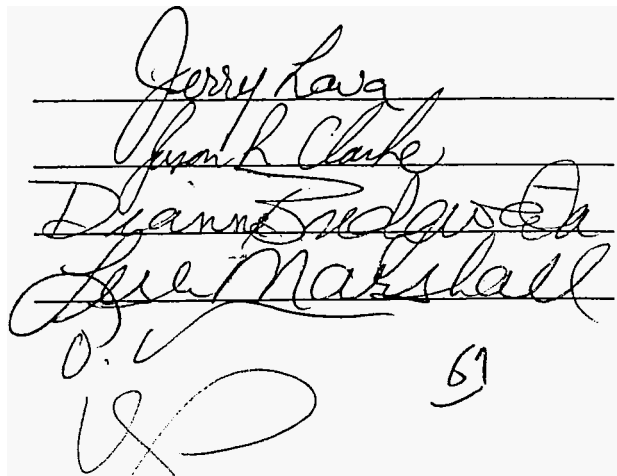
MENO-YA-WIN HEALTH CENTRE



Three handwritten signatures are present on a set of four horizontal lines. The top signature is the most legible, appearing to read 'Nathan Hill'. Below it are two more signatures, one of which appears to be 'D. Brunell'.

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4373



Four handwritten signatures are present on a set of four horizontal lines. The top signature is 'Jerry Kava'. The second signature is 'Frank Clarke'. The third signature is 'Dianne Burdette'. The fourth signature is 'Lee Marshall'. Below the lines, there are initials 'O.V.' and a large stylized signature, and a circled number '51' to the right.