



COLLECTIVE AGREEMENT

BETWEEN:

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

RECEIVED
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and

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

Duration: October 1, 2006 to September 30, 2009

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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 1 – 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 Reconition

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) Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. Temporary employees hired to cover pregnancy and/or parental leaves will be allowed to work for the duration of the leave. The period of employment of such persons will not exceed the absentee's leave.
- (b) Temporary Employees will be paid wages in accordance with the wage schedule, and will receive vacation percentage plus 14% in lieu of benefits.
- (c) The release or discharge of such persons shall not be the subject of a grievance or arbitration.
- (d) 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.
- (e) 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.

2.04 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 scheduled basis and whose appointment is indefinite and who has completed his/her probationary period.

2.07 Casual Employee

“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, 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 filled 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:

- 1) 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 against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or 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 activity or lack of activity in the Union.

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

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
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.

5.05 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) The Committee shall have access to work schedules and job postings upon request.
- 4) It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee. It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee.
- 5) 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.

In addition, an employee serving on the Union's Negotiating Committee shall be paid for lost time from his normal straight time working hours at his regular rate of pay and without loss of leave credits for two (2) days of preparation time for such negotiation meetings with the Hospital's Negotiating Committee.

- (2) The number of employees on the Negotiating Committee shall not exceed four (4) union members plus the President up to the moving of services to one building at which time this will revert back to three (3).
- (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.

6.07 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 No. 1

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

Step 2

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the Executive Director or designate. A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as he 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. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself/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. 2 within seven (7) calendar days after the date the discharge or suspension is effected.

Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall, notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his 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. 2 is given, the grievance shall be deemed to have been abandoned.

Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.

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.

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

- (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 three (3) 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 forty-eight (48) months;
- (9) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

9.05 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 thirty (30) months while an employee is in receipt of WSIB benefits or LTD. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding 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 or LTD benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance period).

- (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 the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits or LTD, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).

- (d) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance period).

Employees will accrue 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

- (a) 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.

- (b) 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.

- (c) In matters of promotion and staff transfers, appointment shall be made on the basis of skills, ability, qualifications, and experience. If more than one applicant meets these criteria then the senior applicant able to meet the normal requirements of the job will be offered the position.

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.

- (d) The Hospital agrees that it shall post permanent vacant positions within 30 calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.09 of it's intention to eliminate the position.

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 (a) or (b) above is returned to the bargaining unit within a period of twelve (12) 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 (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, health and welfare benefit plans, 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 reassignments will occur in reverse order of seniority, however 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.
- (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 2.

(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

- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.09.
- (e) In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five month notice period provided for in Article 9.09.

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

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

In the event that there are no employees with lesser seniority in the same, or a lower or identical paying classification, as defined in this article, a laid off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, **allowing employees on recall to participate in the posting procedure.** Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work.

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

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

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

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

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.

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.

In addition to paying its share of insured benefits premiums during the five-month notice period, the Hospital shall pay its share of insured benefits premiums for a period of three (3) months following the employee's last day of work, or upon his or her re-employment, whichever occurs first. The arrangement for payment of the employee's portion must be made before the last day of work.

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 employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.

(iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.12(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 thirty (30) days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars;

(b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 9.09(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.

9.15 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.

9.16 Professional-Responsibility – Scope of RPN Practice

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

9.17 Work-Loads

- a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.
- b) Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 6.02) through their union representative in a format to be determined by the respective committee.
- c) In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a work-load which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Work-Load Review Form" which shall be provided to the supervisor and to the Union. The Work-Load Review Form will be attached as an Appendix to the collective agreement.

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

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

- (1) to employ the employees thus displaced from the hospital; and
- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

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

10.03 Contracting In

Further to Article 9.09(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

Thereafter, the Hospital shall submit to the Union, upon request, the number of volunteers. The Hospital shall monthly supply the name, job title, supervisor, hours and duration of volunteers and duties 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. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld.

12.02 Union Business

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

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 fourteen (14) 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.

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

Requests for time off will be answered no later than ten (10) days prior to the requested time off.

12.03 Full-Time Position with the Union

(a) (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) (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 employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one 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 four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent.

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her aunt, uncle.

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 and step-relations.

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.

12.05 **Jury and Witness Duty**

(a) 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) (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) i) 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.
- ii) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register these benefits with the Employment Insurance Benefit Plan.
- (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 same 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)
 - i) 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.
 - ii) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Employment Insurance Benefit Plan.
- (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 with full credit for service and seniority and benefits to take courses and 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 an employee to take an educational leave without pay and without loss of service and seniority of up to twelve (12) months for training related to the employee's employment at 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 the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of 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.

12.11 Medical Care and Emergency Leave

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article,

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise his or her Hospital that he or she will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

12.12 Compassionate Care Leave

- (a) Compassionate care leave will be granted to an employee for up to eight **(8)** weeks within a twenty-six (26) week period to provide care or support to a family **49.1** of the *Employment Standards Act, 2000*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care 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.
- (d) The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 HOODIP

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

- (a) The Hospital will assume total responsibility for providing and funding **a** short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.
- (b) The Hospital will pay ~~seventy-five (75)~~ per cent of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short and long term portions of HOODIP or equivalent plan, employees will be credited with their ~~service~~ as of the transfer date.
- (c) 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.
- (d) 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.
- (e) The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.
- (f) **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.
- (g) The Hospital shall pay the full cost of any medical certificate including but not limited to the Fit for Work form required of an employee.

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.

The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

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.

13.06 Medical/Dental Appointments

A full-time Employee will be granted time 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.

Where this Clause refers to supplying documentation, such documentation shall be the Application for Northern Health Travel Grant.

Dryden shall be included as per the parameters above except for the Application for Northern Health Travel Grant but still requires a referral from a family physician / dentist.

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 Rest Periods

- (a)** (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)** (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 (3¾) 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 (25) 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:

- 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 1 ~~1~~25 consecutive hours in 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 equalling **1 1.25** 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.

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.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours work.

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 ~~seventy-five (75)~~ hours. The Hospital shall revert to payment of premium rate if time ~~off is not taken~~ within ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

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 (7½) 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 three dollars (\$3.00) per hour 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

a) Temporary Transfer inside the Bargaining Unit

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, he shall be paid the rate in the higher salary range immediately above his current rate for all hours worked in the higher paying position.

b) Temporary Transfer Outside the Bargaining Unit

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an increase of no less than two dollars (\$2.00) per hour from the time of the assignment.

15.1 ■ Shift Premium and Weekend Premium

Effective the date of ratification, employees shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0730 hours. The same one dollar (\$1.00) per hour will be paid as a weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

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 on the date of Ratification receive a premium of two dollars and fifty cents (\$2.50) per hour. Such premium does not form part of the employee's straight time hourly rate of pay.

15.14 Team Leader/Lead Hand

An employee assigned to work as a Team Leader or Lead Hand in Maintenance and Pharmacy shall receive an additional \$1.67 per hour for all hours worked. All other employees assigned to work as a Team Leader or Lead Hand shall receive a minimum of an additional \$0.83 per hour for all hours worked.

15.15 Premium Pay - RPN with an Operating Room Technician

A Registered Practical Nurse with an Operating Room Technician Certificate will receive a premium of seventy cents (\$0.70) 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 as of January 1st 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%) 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.

The lieu day will be taken on a day to be determined by mutual agreement between the Hospital and the employee concerned provided such day falls within sixty (60) calendar days of the actual holiday. The agreement of the Hospital shall not be unreasonably denied.

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 or 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 Entitlement, Qualifiers and Calculation of Payment

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

(1) On January 1 of any year, an employee who has completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of .83 days per month for each completed month of service, with pay.

(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 as of one (1) year 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 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 years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

(d) An employee who has completed thirteen (13) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

(e) An employee who has completed twenty-two (22) years of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

(9) An employee who has completed twenty-eight (28) years or more of continuous service shall be entitled to seven (7) weeks annual vacation, with pay.

(g) 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.

(b) Entitlement, Qualifiers and Calculation of Payment

i) Less than one (1) years service - 4% of annual earnings.

- ii) Completed one (1) year of continuous service – four percent (4%) of annual earnings.
- iii) Completed two (2) years of continuous service – six percent (6%)
- iv) Completed five (5) years of continuous service – eight percent (8%) of annual earnings.
- v) Completed thirteen (13) years of continuous service – ten percent (10%) of annual earnings.
- vi) Completed twenty-two (22) years of continuous service – twelve percent (12%) of annual earnings.
- vii) Completed twenty-eight (28) years of continuous service – fourteen percent (14%) of annual earnings.

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

17.03 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.

17.04 Temporary Employee Vacation Pay

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

17.05 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.

17.06 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 (1½) 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.

17.07 Illness During Vacation

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

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

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

13.01 g) shall not apply in the administration of this provision.

17.08 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.

17.09 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 one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Green Shield Semi-Private Plan, or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five per cent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Green Shield Extended Health Care Benefits Plan in effect as of July 4, 2000 as amended below) or comparable coverage with another carrier providing for twenty-two dollars and fifty cents (22.50) (single) and thirty-five dollars (35) (family) deductible, providing the balance of monthly premiums **is** paid by the employee through payroll deductions.

Services of a chiropractor will be covered up to an annual maximum of \$300; and services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$300.

Vision care maximum \$200.00 every 24 months in addition to eye examinations biennially, and hearing aide acquisition every 36 months.

- (c) The Hospital agrees to contribute one hundred per cent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of July 4, 2000 or such other group life insurance plan in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute ~~five~~ **fifty** percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Green Shield 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 Green Shield 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; Green Shield (or equivalent) [complete and partial dentures] at 50/50 co-insurance to one thousand dollars (\$1,000) annual maximum; and Green Shield (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.
- (9) 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. The Hospital shall notify the Union sixty days in advance of making such a substitution 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 benefits programs 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, enrol in the plan when eligible in accordance with its terms and conditions.

18.04 Retirement Allowance

- (a) 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 (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of fifty-two weeks' salary.

(b) Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.

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 fulfill 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.

19.03 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.

A joint committee will be formed to review the modified work policy within ninety (90) days of ratification of this agreement.

19.05 Protective Footwear

January 1, of each calendar year, the Hospital will provide eighty dollars (\$80) to each full-time employee and forty-five dollars (~~\$45~~) to each part-time employee who is required by the Hospital to wear safety footwear during the course of his duties. Each January 1, the Union shall be provided a list of the classifications required to wear safety footwear.

ARTICLE 20 - COMPENSATION

20.01 (a) Job Classification

- (1) 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, the matter may be referred to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit having regard to the requirements of such classifications.
- (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

21.01 Fiscal Advisory Committee

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases, including representation on the Fiscal Advisory Committee or equivalent committee, to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other re-structuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

ARTICLE 22 –AMBULANCE ESCORT

22.01 Ambulance Escort

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

- a)
 - i) Where a full time employee performs such duties during her regular shift, she shall be paid regular rate of pay. Where a full time employee performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate.
 - ii) Where a part time employee performs such duties during an assigned shift, she shall be paid her regular rate of pay. Where a part time employee continues to perform such duties in excess of her assigned shift, she shall be paid the appropriate overtime rate.

- b) Where such duties extend beyond her regular shift, the Hospital will not require an employee to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into her next regularly scheduled shift she will maintain her regular earnings for that full shift.
- c) Hours spent between the time the employee is relieved of patient care responsibilities and the time the employee returns to the Hospital or to such other locations agreed upon between the Hospital and the employee, she will be paid at straight time or at the appropriate overtime rates. It is understood that the employee shall return to the Hospital or to such other location agreed upon between the Hospital and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the employee, the Hospital will establish with the employee arrangements for return travel.
- d) The employee shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

ARTICLE 23 – OFF-SITE ASSIGNMENTS

23.01 Off-Site Assignments

Prior to the employee's departure the Hospital and the employee will establish the employee's arrangements for travel.

Where an employee is assigned to provide services/care for a patient(s) off-site, the following provisions shall apply:

- a) Where an employee is assigned to work off-site, time spent in travel shall be considered time worked. Where the employee provides services/care outside of her regular shift or on a day off, she shall be paid the appropriate overtime rate.
- b) Where the return trip extends beyond the employee's regular shift, the Hospital will not require an employee to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into her next regularly scheduled shift she will maintain her regular earnings for that full shift.
- c) It is understood that the employee shall return to the Hospital or to such other location agreed upon between the Hospital and the employee at the earliest opportunity. However, in the event that the return is delayed one (1) day beyond the original return date, the employee shall continue to be paid at the regular rate of pay for her normal hours of work for each day of the delay. Where such delays extends into an employee's regularly scheduled day off they shall be granted a lieu day.
- d) The employee shall be advanced monies for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions. Receipts must be provided upon return.

ARTICLE 24 -- DURATION

24.01 Term

This Agreement shall be effective from October 1, 2006 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, 2009. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

24.02 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 (Le., its date of ratification) and shall be based on all hours paid from October 1, 2006. This shall include all retired employees who have left Sioux Lookout Meno-Ya-Win Health Centre.

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.

24.03 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 13th day of APRIL 2000

SIGNED ON BEHALF OF:

SIoux LOOKOUT MENO-YA-WIN HEALTH CENTRE

Bridgewater
B. Bridgewater

SIGNED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 4373

Lucy Leland
Amogh
Haronty

/lc
cope 491

CUPE LOCAL 4373 -SCHEDULE "A"
October 31, 2006 - September 30, 2009

Ward Aide, Housekeeping Aide, Dietary Aide, Laundry Aide, Porter, Ward Clerk, Stores Person, Clerk

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$16.60	\$17.10	\$17.55	
Start	\$17.47	\$17.99	\$18.47	
12 Months	\$17.64	\$18.17	\$18.64	
24 Months	\$17.85	\$18.39	\$18.87	
36 Months	\$17.98	\$18.52	\$19.00	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Admitting Clerk, Physiotherapy Aide, Pharmacy Aide, Clerk Typist, Security, Relief Cook, Activity Ward Aide, Stores Clerk

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$17.28	\$17.80	\$18.27	
Start	\$18.19	\$18.74	\$19.23	
12 Months	\$18.39	\$18.94	\$19.43	
24 Months	\$18.54	\$19.10	\$19.60	
36 Months	\$18.71	\$19.27	\$19.77	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

CSR Aide, Lab Assistant

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$17.81	\$18.34	\$18.82	
Start	\$18.75	\$19.31	\$19.81	
12 Months	\$18.96	\$19.53	\$20.04	
24 Months	\$19.11	\$19.68	\$20.19	
36 Months	\$19.28	\$19.86	\$20.38	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Personal Support Worker

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$17.54	\$18.06	\$18.53	
Start	\$18.46	\$19.01	\$19.50	
12 Months	\$18.68	\$19.24	\$19.74	
24 Months	\$18.81	\$19.37	\$19.87	
36 Months	\$18.99	\$19.56	\$20.07	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Interpreter

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$19.10	\$19.60	\$20.05	
Start	\$19.97	\$20.49	\$20.97	
12 Months	\$20.14	\$20.67	\$21.14	
24 Months	\$20.35	\$20.89	\$21.37	
36 Months	\$20.48	\$21.02	\$21.50	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Accounts Clerk, Purchasing Clerk, OR Booking Clerk, Maintenance I, Rec/Activity Worker, Head Cook

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$18.56	\$19.12	\$19.62	
Start	\$19.54	\$20.13	\$20.65	
12 Months	\$19.71	\$20.30	\$20.83	
24 Months	\$19.86	\$20.46	\$20.99	
36 Months	\$20.05	\$20.65	\$21.19	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

CUPE LOCAL4373 -SCHEDULE "A"
October 31, 2006 - September 30, 2009

**Health Records Clerk, Clerk Typist II, Sr Admitting Clerk,
Accounts Technician**

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$18.56	\$19.12	\$19.62	
Start	\$19.54	\$20.13	\$20.65	
12 Months	\$19.71	\$20.30	\$20.83	
24 Months	\$19.86	\$20.46	\$20.99	
36 Months	\$20.05	\$20.65	\$21.19	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Reception Assistant

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$18.56	\$19.12	\$19.62	\$19.93
Start	\$19.54	\$20.13	\$20.65	\$20.98
12 Months	\$19.71	\$20.30	\$20.83	\$21.77
24 Months	\$19.86	\$20.46	\$20.99	\$22.56
36 Months	\$20.05	\$20.65	\$21.19	\$23.36
48 Months				\$24.15
60 Months				
72 Months				
84 Months				
96 Months				

**Electro-Cardio Diagnostic Technician,
Pharmacy Technician**

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$22.08	\$22.74	\$23.33	\$23.33
Start	\$23.24	\$23.94	\$24.56	\$24.56
12 Months	\$23.42	\$24.12	\$24.75	\$24.75
24 Months	\$23.57	\$24.28	\$24.91	\$24.91
36 Months	\$23.74	\$24.45	\$25.08	\$25.08
48 Months				\$25.82
60 Months				
72 Months				
84 Months				
96 Months				

**X-Ray Technologist,
Lab Technologist**

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$26.02	\$26.80	\$27.50	\$27.50
Start	\$27.39	\$28.21	\$28.95	\$28.95
12 Months	\$28.33	\$29.18	\$29.94	\$29.94
24 Months	\$29.40	\$30.28	\$31.07	\$31.07
36 Months	\$31.04	\$31.97	\$32.80	\$32.80
48 Months				\$32.80
60 Months				\$32.80
72 Months				\$33.95
84 Months				\$35.10
96 Months				\$36.28

Maintenancell

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$19.41	\$19.99	\$20.51	
Start	\$20.43	\$21.04	\$21.59	
12 Months	\$20.62	\$21.24	\$21.79	
24 Months	\$20.79	\$21.41	\$21.97	
36 Months	\$20.94	\$24.57	\$22.13	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Health Information Mgt Professionals

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$19.99	\$20.59	\$21.13	\$21.13
Start	\$21.04	\$21.67	\$22.24	\$22.24
12 Months	\$21.43	\$22.08	\$22.65	\$22.65
24 Months	\$21.85	\$22.51	\$23.10	\$23.10
36 Months	\$22.26	\$22.92	\$23.52	\$23.52
48 Months				\$24.15
60 Months				
72 Months				
84 Months				
96 Months				

CUPE LOCAL 4373 - SCHEDULE "A"
 October 31, 2006 - September 30, 2009

Medical Lab Technician

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$22.08	\$22.74	\$23.33	
Start	\$23.24	\$23.94	\$24.56	
12 Months	\$23.42	\$24.12	\$24.75	
24 Months	\$23.57	\$24.28	\$24.91	
36 Months	\$23.74	\$24.45	\$25.09	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

RPN

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$22.13	\$22.79	\$23.38	
Start	\$23.29	\$23.99	\$24.61	
12 Months	\$23.47	\$24.17	\$24.80	
24 Months	\$23.63	\$24.34	\$24.97	
36 Months	\$23.79	\$24.50	\$25.14	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Maintenance Journeyman

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$23.63	\$24.34	\$24.97	
Start	\$24.87	\$25.62	\$26.28	
12 Months	\$25.01	\$25.76	\$26.43	
24 Months	\$25.17	\$25.93	\$26.60	
36 Months	\$25.34	\$26.10	\$26.78	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Senior Lab Technologist

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$26.70	\$27.51	\$28.22	\$29.48
Start	\$28.11	\$28.96	\$29.71	\$31.03
12 Months	\$29.05	\$29.92	\$30.70	\$32.27
24 Months	\$30.12	\$31.02	\$31.83	\$33.52
36 Months	\$31.79	\$32.71	\$33.56	\$34.73
48 Months				\$35.99
60 Months				\$37.20
72 Months				\$38.46
84 Months				
96 Months				

Ultrasonographer

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$26.96	\$27.77	\$28.49	
Start	\$28.38	\$29.23	\$29.99	
12 Months	\$29.36	\$30.24	\$31.03	
24 Months	\$30.44	\$31.36	\$32.18	
36 Months	\$32.14	\$33.10	\$33.96	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Senior Ultrasonographer

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation		\$27.77	\$28.49	\$29.48
Start		\$29.23	\$29.99	\$31.03
12 Months		\$30.24	\$31.03	\$32.27
24 Months		\$31.36	\$32.18	\$33.52
36 Months		\$33.10	\$33.69	\$34.73
48 Months				\$35.99
60 Months				\$37.20
72 Months				\$39.61
84 Months				
96 Months				

CUPE LOCAL 4373 - SCHEDULE "A"
October 31, 2006 - September 30, 2009

Physiotherapist - O/T

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$29.02	\$29.88	\$30.66	\$30.66
Start	\$30.54	\$31.45	\$32.27	\$32.27
12 Months	\$31.70	\$32.65	\$33.50	\$33.50
24 Months	\$32.87	\$33.86	\$34.74	\$34.74
36 Months	\$34.03	\$35.05	\$35.96	\$35.96
48 Months				\$36.42
60 Months				\$39.55
72 Months				
a4 Months				
96 Months				

Counselor w Experience

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$22.11	\$22.77	\$23.36	
Start	\$23.27	\$23.97	\$24.59	
12 Months	\$23.97	\$24.69	\$25.33	
24 Months	\$24.82	\$25.56	\$26.22	
36 Months	\$25.41	\$26.17	\$26.85	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Counselor w Diploma

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$22.98	\$23.67	\$24.29	
Start	\$24.19	\$24.92	\$25.57	
12 Months	\$24.88	\$25.63	\$26.30	
24 Months	\$25.60	\$26.37	\$27.06	
36 Months	\$26.31	\$27.10	\$27.80	
48 Months				
60 Months				
72 Months				
a4 Months				
96 Months				

Counselor w Degree

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$25.06	\$25.81	\$26.48	
Start	\$26.38	\$27.17	\$27.88	
12 Months	\$27.10	\$27.91	\$28.64	
24 Months	\$27.80	\$28.63	\$29.37	
36 Months	\$28.52	\$29.38	\$30.14	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Counselor MSW

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$27.40	\$28.22	\$28.96	
Start	\$28.84	\$29.71	\$30.48	
12 Months	\$29.54	\$30.42	\$31.22	
24 Months	\$30.27	\$31.18	\$31.99	
36 Months	\$30.98	\$31.91	\$32.74	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

Staff Pharmacist

	01-Oct-06	01-Oct-07	01-Oct-08	30-Sep-09
Probation	\$39.62	\$40.80	\$41.87	
Start	\$41.70	\$42.95	\$44.07	
12 Months	\$42.56	\$43.84	\$44.98	
24 Months	\$43.41	\$44.71	\$45.87	
36 Months	\$44.25	\$45.58	\$46.77	
48 Months				
60 Months				
72 Months				
84 Months				
96 Months				

WORK-LOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified

Date/Time of Notification

Response

Signature of Employee(s) & Printed Name(s) on Line Below:

I/we do not agree with the resolution of my concern.

LETTER OF UNDERSTANDING

BETWEEN

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

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES
and it's 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 13th day of APRIL, 2000.

SIGNED ON BEHALF OF:

SIOUX LOOKOUT MENO-YA-WIN HEALTH CENTRE

P. Bridgewater
P. Bridgewater

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4373

Suzanne Beland
D. Hussey
Mason Yell

LETTER OF UNDERSTANDING

BETWEEN

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

-and-

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

Re: Review of Assignments – Part-time and Casual

As soon as reasonably possible, but no later than 120 days following the ratification of the Collective Agreement, or issuance of an award, the Union and the Hospital will review all existing assignments filled by Part-time and Casual employees for the purpose of identifying the length of time the employee has been employed.

Upon completion of the review, the parties shall review the status of positions and the scheduling of employees to ensure full compliance with the Collective Agreement.

The Hospital agrees to pay straight-time wages lost for two union representatives for hours spent in meetings during regular working hours regarding the above review.

Signed this 13th day of APRIL, 2000.

SIGNED ON BEHALF OF:

SIoux LOOKOUT MENO-YA-WIN HEALTH CENTRE

Budgwata

D. Budgwata

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4373

Sandy Leland

D. McLaughlin

Maon Yule

LETTER OF UNDERSTANDING

BETWEEN

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

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
and it's Local 4373
(hereinafter called the 'Union')**

Re: Influenza Vaccination

The parties agree to the following Letter of Understanding with respect to Influenza Vaccinations:

The parties agree that influenza vaccinations may be beneficial for patients and employees, Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from, the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- (f) This letter **shall** be interpreted in a manner consistent with the *Ontario Human Rights Code*.

Signed this 13th day of

APRIL, 2000.

SIGNED ON BEHALF OF:

SIoux LOOKOUT MENO-YA-WIN HEALTH CENTRE

Bridgette
D. Budgwick

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4373

Doreen Leland
D. M. S. J. Leland
Sharon Yule

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: Local Health Integration Networks

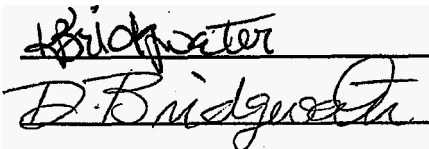
The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Fiscal Advisory Committee, in accordance with Article 21.

The Union will be provided with any pertinent financial and staffing information as required under Article 21.

Signed this 13th day of APRIL, 2020.

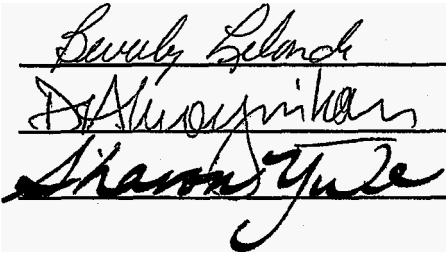
SIGNED ON BEHALF OF:

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



SIGNED ON BEHALF OF:

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



LETTER OF UNDERSTANDING

BETWEEN

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

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
and it's Local 4373
(hereinafter called the 'Union')**

Re: Transformation in Health Care

Seniority Recognition

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, the parties agree that non-unionized employees who are affected (via relocation/transfer*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Signed this 13th day of APRIL, 2010.

SIGNED ON BEHALF OF:

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

D. Bridgwater
D. Bridgwater

SIGNED ON BEHALF OF:

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

Sandy Leland
Sharon Yule
Sharon Yule

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: Right to Return or Transfer

Employees who are relocated/transferred* to another employer by the Hospital will retain their seniority and service at their original hospital for a 24-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 24 month period.

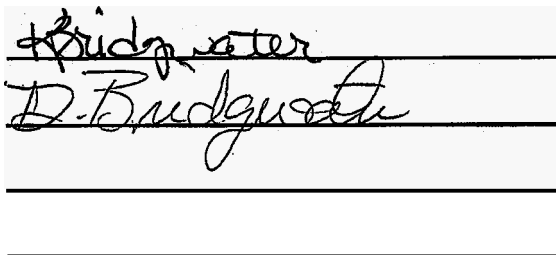
If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred* to another employer.

*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

Signed this 13th day of APRIL, 2000.

SIGNED ON BEHALF OF:

SIoux LOOKOUT MENO-YA-WIN HEALTH
CENTRE



SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4373

