

COLLECTIVE AGREEMENT

between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and
its Local 4000
(herein called the “Union”)**



and

**THE OTTAWA HOSPITAL
(herein called the “Employer”)**



**The Ottawa | L'Hôpital
Hospital | d'Ottawa**

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ARTICLE 1 – INTRODUCTION

1.01 Preamble

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

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

1.02 Feminine/Masculine Pronouns

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

ARTICLE 2 – DEFINITIONS

2.01 Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to W.S.I.B. 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. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

2.02 Part-time Commitment

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

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

2.03 Regular Part-time Employee

Regular part-time employees shall be defined as those employees who regularly work in accordance with Article 14.01(b), and who make a commitment to the Hospital to be available for work on a pre-determined basis and in respect of whom there is a pre-determined schedule.

2.04 Casual Employee

A casual employee is one who is employed as a relief or on a replacement basis and is available for call-ins as circumstances demand.

2.05 Full-time Employee

A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 14.01(a).

ARTICLE 3 - RELATIONSHIP

3.01 No Discrimination

The parties agree that there will be no discrimination or harassment 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, language, family status, handicap, sexual orientation, political affiliation or activity, or place of residence.

The Hospital and the Union further agree that there shall be no intimidation, discrimination, interference, restraint, or coercion, exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in the Union, because of his activity or lack of activity in the Union, or by reason of exercising a right under the terms of the Collective Agreement.

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

ARTICLE 4 – STRIKES 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 T4 Slips

The Hospital will provide each employee with a T4 supplementary slip showing the dues deducted in the previous year for income tax purposes.

5.02 Notification to Union

The Hospital will provide the Union with a list on a monthly basis of all hirings, lay-offs, recalls and terminations within the bargaining unit.

5.03 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to thirty (30) minutes during the employee's orientation period without loss of regular earnings.

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

5.04 No Other Agreements

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

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:

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

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

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

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

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

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

6.03 Local Bargaining Committee

The Hospital agrees to recognize a Negotiating Committee comprised of twelve (12) Hospital employee representatives of the Union for the purpose of negotiating a renewal agreement.

The Hospital agrees to pay ten (10) 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.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such requests shall not be unreasonably denied.

Such leave shall be considered leave of absence for Union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 Central Bargaining Committee

- (a) In central bargaining between the Canadian Union of Public Employees and the participating Hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without **loss** of leave credits for attending central negotiating meetings with the Hospital's Central Negotiating Committee in direct negotiation up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without **loss** of leave credits for ~~two~~ (2) days of preparation time for such central negotiating meetings with the Hospital's Central Negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

The Union shall advise the Hospital's Central Negotiating Committee, before negotiations commence, of those employees to be paid under this

provision. The Hospitals' Central Negotiating Committee shall advise the eight **(8)** Hospitals accordingly.

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

6.05 Union Stewards

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

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

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

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

The number of stewards and the areas which they represent will be determined locally by the parties.

6.06 Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward or designate and not more than **two (2)** employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

A Committee member shall suffer no **loss** of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7.01 For the 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 questions as to whether a matter is arbitrable.

7.02 At the time formal discipline is imposed, or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence.

Step No. 1 The employee, may submit a written grievance signed by the employee to his Department head or designate. The grievance shall identify the nature of the grievance, the remedy sought, the name of the immediate supervisor or designate referred to above and should identify the provisions of the Agreement which are alleged to be violated. The Union and Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. It is understood and agreed that the grievor may be present at such meeting. The employee's Department Head or designate will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was submitted to the Hospital. Failing settlement or response, then:

Step No. 2 Within nine (9) calendar days following the decision in Step No. 1 the grievance may be submitted in writing to the Director, Labour Relations or designate. A meeting will then be held between the Director, Labour Relations or his 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 Director, Labour Relations or his 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 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed exception made of individual grievances in the matter of appointments made under the provisions of article 9.05.

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

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his 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 of 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

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

7.08

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

7.09

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

- 7.10** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11** No matter may be submitted to Arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any of the chairman of the Arbitration Board.
- 7.15** The time limits set out in the Grievance and Arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of the Labour Relations Act.
- 7.16** Whenever 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 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 evaluations or formal disciplinary notations 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 employee's record has been discipline free for one year.

ARTICLE 9 – SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he 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, he shall be credited with seniority equal to forty-five working days.

With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority and Service

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

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

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, an employee cannot accrue more than one year's seniority in a calendar year.

9.03 Loss of Seniority and Service

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 twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

9.04 Effect of Absence

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

Unless otherwise provided in this Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary 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 rated 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 benefits including the period of the disability program covered by Employment Insurance. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

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

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence.

Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance or while an employee is on sick leave.

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

9.05 Job Posting

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein. Where the end of the seven (7) days falls on a weekend, or a holiday (as defined in Article L. 18.1), the posting will close on the first business day following.

The postings shall stipulate the job title, department, campus, status, number of vacancies, shift rotation where applicable, classification, rate of pay, normal requirements of the position, work location where applicable as determined by the Employer (unit, work area, sector), and normal hours of work. A copy of the job description for the position shall be made available for review by an interested applicant by the Human Resources Department upon request. A copy of all job postings shall be emailed to the local Union office the day prior to the initial posting of the position. It is understood that the hours of work on the job posting is for information purposes only.

The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.08 of its intention to eliminate the position.

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

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

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

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

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

9.06 Transfer and Seniority Outside the Bargaining Unit

- (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 twenty-four (24) months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

9.07 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 1725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without **loss** of seniority to his 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.

The amendment to this provision will be effective for any transfer that occurs 90 days after the settlement or award of this renewal Collective Agreement.

9.08 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, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
 - (i) the reassignment of the employee is to an appropriate permanent position with the Employer having regard to the employee skills, abilities, qualifications and training or training requirements;
 - (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
 - (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
 - (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
 - (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 9.08 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work

contracted-out by the Hospital which could be performed by bargaining unit employees who are or would otherwise be laid off;

- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) within another CUPE bargaining unit; or
 - (c) not covered by a Collective Agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to Article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months' retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 2.
- (6) Assist one or more employees to select from the available appropriate vacancies pursuant to Article 9.08(b)(v).

(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.”

9.09 Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.08(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

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

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

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this Article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within fifteen percent (15%) of the laid-off employee's straight-time hourly rate.

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

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 day of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the

employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

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

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

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

9.10 Benefits on Layoff

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefit premiums up to the end of the month in which the layoff occurs.

The employee may, if possible under the terms and conditions of the insurance benefit programs, continue to pay the full premium cost of a benefit or benefits for up to three 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 layoff, and arranges with the Hospital the appropriate payment schedule.

9.11 Retraining

(a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a Hospital position identified by the Redeployment Committee in accordance with Article 9.08 (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 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 9.11 (a) (i).

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

(c) **Regional Redeployment Committee**

A joint committee of the participating Hospitals and local Unions identified in Appendix "A" shall meet prior to June 30, 1993, and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employees.

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

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

9.12 Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.13 Portability of Service

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) 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.

9.14 Technological Change

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

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

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

Employees with one or more years of continuous service who are subject to layoff 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.

9.15 Professional Responsibility – Workloads

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

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the supervisor and to the union. The Workload Review Form will be attached as an Appendix to the Collective Agreement.

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 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.

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.

Notwithstanding the foregoing, the Hospital may contract out work usually performed by the 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.

10.02 Contracting In

Further to Article 9.08 (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 renegotiation within six **(6)** months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 11 – WORK OF THE BARGAINING UNIT

11.01 Work of the Bargaining Unit

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

11.02 Volunteers

The use of volunteers to perform bargaining unit work, as covered by this Agreement shall not be expanded beyond the extent of existing practice as of June 1, 1986.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked and the duties performed.

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 for **(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 Leave for 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.

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, and a written reply will be given within seven (7) days of the request, except in cases of late requests by the Union in which case a reply will be given as soon as possible.

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 salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Executive Board members of the Ontario Council of Hospital Unions to fulfil 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.

12.03 Full-Time Position With The Union

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 or appointed to positions with CUPE, its affiliates, or any body to which it is affiliated 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.

During such leave of absence seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week. In addition, during such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his 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 for the duration of the leave.

12.04 Bereavement Leave

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

12.05 Jury and Witness Duty

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 full-time 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.

In addition to the foregoing, where a part-time employee is required by subpoena to attend 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) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 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 Unemployment Insurance pregnancy benefits.

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

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred

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

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

pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee 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.

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

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

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to 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.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave

began otherwise, while the employee is on parental leave. For part-time employees credits for service and seniority shall be calculated on the basis of what the employee's normal regular hours of work would have been.

- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for 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. In cases where the employee receives a percentage in lieu of benefits, 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 Unemployment Benefit Plan.
- (h) 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 her former duties, on the same shift in the same department, and at the same rate of pay.

12.08 Education Leave

If required by the Hospital, an employee shall be entitled to 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 necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital.

12.09 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income

Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee

within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued; in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorise the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) a statement that the employee is entering the pre-paid leave program in accordance with this article of the Collective Agreement.
 - (ii) the period of salary deferral and the period for which the leave is requested.
 - (iii) the manner in which the deferred salary is to be held.

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

12.10 Medical Care and Emergency Leave

- (a) An employee is entitled to a leave of absence without pay because of any of the following:
 - (i) a personal illness, injury or medical emergency;
 - (ii) the death, illness, injury or medical emergency of an individual described in this Article;
 - (iii) An urgent matter that concerns an individual described in this Article.

- (b) For the purpose 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.

(c) 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.

(d) An employee is entitled to take a total of ten (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.

(e) 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.

12.11 Compassionate Care Leave

(The following clause is applicable to full-time and part-time employees).
(The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums).

(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 member who is at risk of dying within that 26 week period in accordance with Section 49.1 of the *Employment Standards Act*.

- (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 be 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.

ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY

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

13.01 Sick Leave Plan

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

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium billed through payroll deduction. For the purpose of transfer to the short and long-term portion of the disability program, employees will be credited with their service as of June 1, 2001.

- (b) Effective June 1, 2001, all existing sick leave plans shall be terminated and any provisions relating to such plan shall be null and void except Article L.11.4.
- (c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave" bank shall be utilized to:
 - (1) Supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
 - (2) Pay-out on termination of employment subject to Article L.11.4
 - (3) Where, as of June 1, 2001, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in

accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.

- (4) An employee who, as of June 1, 2001, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Hospital, on application from the employee will supplement the award made by the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of an employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- (d) There shall be no pay deduction from the employee's regular scheduled shifts when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- (e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to grievance and arbitration under the provisions of this Collective Agreement.
- The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.
- (g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- (h) The Hospital shall pay the full costs of any medical certificate required of an employee.
- (i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

(7%) hours, excluding a ½ hour unpaid meal period. This meal period shall be an uninterrupted period except in cases of emergency.

- (b) The regular work week for part-time and casual employees will not exceed thirty (30) hours, and the regular workday will not exceed Seven and one-half (7½) hours excluding a ½ hour unpaid meal period. The meal period shall be an uninterrupted period except in cases of emergency.
- (c) Notwithstanding (a) above, the regular work week for Stationary Engineers will be forty (40) hours averaged over the period defined in the schedules (Appendix "A", "B" and "F"), including a daily 30 minute or 45 minute paid meal period. The meal period shall be an uninterrupted period except in cases of emergency.
- (d) The normal schedule for maintenance employees hired prior to July 1, 2000, will be from 06:30 to 17:00 hrs.

14.02 Rest Periods

The Hospital will schedule one fifteen (15) minute paid rest period during each period of 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 (15) minutes duration.

ARTICLE 15 ~ PREMIUM PAYMENT

15.01 Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in the wage schedule of the Collective Agreement.

15.02 Definition of Overtime

Overtime is defined as authorized hours worked in excess of the regular work day or work week as defined in Article 14.01.

15.03 Overtime Premium

Employees shall be paid at time and one-half (1½) their regular pay for the first four (4) hours of overtime in a shift and double time thereafter in that shift. Employees shall also be paid at double time their regular pay for all

overtime hours worked in excess of twelve (12) hours in a two-week pay period. For the purpose of qualifying for the double time rate, actual hours worked shall be considered in the case of a call-back of less than four (4) consecutive hours.

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

15.04 Time Off in Lieu of Overtime

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

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital. Such time off will be the equivalent of the premium rate the employee has earned for working overtime. The employee's request will not be unreasonably denied. The Hospital shall revert to payment of premium rate when the employee requests to be paid, or where time off in lieu is not taken in the course of the fiscal year in which it was earned.

15.05 Reporting Pay

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

15.06 Call Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the overtime rate.

This clause shall not apply where an employee is assigned work pursuant to Article L.5.2(a), (b), (c) or (d).

15.07 Standby

Effective April 1, 2005, an employee who is required to remain available

for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of two dollars and seventy-five cents (\$2.75) per hour for all hours on standby.

Effective April 1, 2006, an employee who is required to remain available for duty on standby shall receive three dollars (\$3.00) per hour for each hour on standby.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

15.08 Temporary Transfer

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

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a lower paying position he shall continue to be paid his regular rate of pay. This shall not apply to an employee who has posted into or accepted an assignment in a temporary vacancy.

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half ($\frac{1}{2}$) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment or \$10.00 for each shift from the time of the assignment if he assumes responsibilities of a supervisory nature.

15.09 Shift and Weekend Premiums

Employees shall be paid a shift premium for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. Effective April 1, 2005, the shift premium shall be seventy cents (\$0.70) per hour. Effective April 1, 2006, the shift premium shall be eighty cents (\$0.80) per hour. Effective September 28, 2006, the shift premium shall be eighty-five cents (\$0.85) per hour.

Employees shall be paid a weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday. Effective April 1, 2005, the weekend premium shall be seventy cents (\$0.70) per hour. Effective April 1, 2006, the weekend premium shall be eighty cents (\$0.80) per hour. Effective September 28, 2006, the weekend premium shall be eighty-five cents (\$0.85) per hour.

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 Number of Holidays

(Except where otherwise provided, the following clause is applicable to full-time employees only)

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

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

16.02 Definition of Holiday Pay and Qualifiers

(Except where otherwise provided, the following clause is applicable to full-time employees only)

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

In order to qualify for holiday pay for any holiday as set out in the local provisions appendix, or to qualify for a lieu day, an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

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

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

16.03 Payment for Working on a Holiday

If an employee is required to work on any of the holidays set out in the Local Provisions Appendix, the employee shall be paid at the rate of time and one half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above, the employee will receive a lieu day off with pay in the amount of the employee's regular

straight time hourly rate of pay times the employee's normal daily hours of work.

16.04 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.

ARTICLE 17 –VACATIONS

17.01 Vacation Entitlement, Qualifiers and Calculation of Payment

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

- (a) Subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior conditions:

An employee who has completed less than one (1) year of continuous service shall be entitled to two (2) weeks' annual vacation with pay prorated to his accumulated service in the vacation year.

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

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

An employee who has completed five (5) years but less than fourteen (14) years of continuous service shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed fourteen (14) years but less than twenty-two (22) years of continuous service shall be entitled to five (5) weeks' annual vacation with pay.

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

Effective September 29, 2005: An employee who has completed five (5) years but less than thirteen (13) years of continuous service shall be entitled to four (4) weeks' annual vacation with pay. An employee who

has completed thirteen (13) year but less than twenty-two (22) years of continuous service shall be entitled to five (5) weeks' annual vacation with pay.

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

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

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

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

17.01 Part-time Vacation Entitlement, Qualifiers and Calculation of Payment

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

- (b) Subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior conditions:

An employee who has accumulated less than 3450 working hours shall be entitled to vacation pay in the amount of 4% of his/her gross earnings.

An employee who has accumulated 3450 working hours but **less** than 8625 working hours shall be entitled to vacation pay in the amount of 6% of his/her gross earnings.

An employee who has accumulated 8625 working hours but less than 24150 working hours shall be entitled to vacation pay in the amount of 8% of his/her gross earnings.

An employee who has accumulated 24150 working hours but less than 37950 working hours shall be entitled to vacation pay in the amount of 10% of his/her gross earnings.

An employee who has accumulated 37950 working hours or more shall be entitled to vacation pay in the amount of 12% of his/her gross earnings.

Effective September 29, 2005: An employee who has accumulated 8625 working hours but less than 22425 working hours shall be entitled to

vacation pay in the amount of 8% of his/her gross earnings. An employee who has accumulated 22425 working hours but less than 37950 working hours shall be entitled to vacation pay in the amount of 10% of his/her gross earnings.

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

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

A regular part-time employee shall be entitled to the equivalent time *off* with pay pro-rated to his/her hours worked. He shall be paid vacation pay at the rate he/she is earning at the time he/she takes his/her vacation pro-rated to the number of daily hours he/she regularly works.

Casual employees shall be paid their vacation pay on each bi-weekly pay.

Progression on Vacation Schedule (Part-time)

Effective October 10, 1986, part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986, will be credited with the service they held for the purpose of progression on the vacation scale under the Collective Agreement in effect immediately prior to October 10, 1986, and will thereafter accumulate service in accordance with this Article.

17.02 Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one half (1 ½) times his 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 he has so worked.

17.03 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.

17.04 Bereavement during Vacation

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

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

ARTICLE 18 – HEALTH AND WELFARE

18.01 Insured Benefits

(Except where otherwise provided, this clause is applicable to full-time employees only)

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

(a) Semi-private

The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

(b) **Extended Health Care**

The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employees through payroll deductions.

The Benefits Plan coverage includes:

- Vision care - maximum of \$200.00 every twenty-four (24) months plus bi-annual optometry exams;
- Hearing aide - acquisition every thirty-six (36) months;
- Private Duty Nursing – not to exceed 90 eight hours shifts to a maximum of \$20,000;
- Drug Formulary 2;
- Dispensing Fee Cap – at the current rate as that changes from time to time (The Hospital will continue to provide a preferred provider network which will not charge in excess of this rate);
- Orthopedic Shoes – 2 pairs per employee per year to a maximum of \$225 per year;
- Coverage for prosthetic appliances and durable medical equipment (no change to the current coverage);
- Out of Country (no change to current coverage).

(c) **Life Insurance**

The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under H.O.O.G.L.I.P., in effect as of September 28, 1993 or an equivalent plan.

(d) **Dental Plan**

The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan, in effect as of September 28, 1993, or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of

the monthly premiums are paid by the employee through payroll deduction.

The Hospital will provide coverage of eligible employees under the Blue Cross Rider #2 Dental Plan (or equivalent) for complete and partial dentures at 50/50 co-insurance to \$1000.00 maximum annually.

The Hospital will provide coverage of eligible employees under the Blue Cross Rider #4 (or equivalent) for crowns, bridgework, and repairs to the same at 56/50 co-insurance to \$1000.00 annual maximum

(e) Early Retirement Benefits

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

(f) Copy of Master Policies

A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

18.02 Change of Carrier

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

18.03(a) Pension

All present full-time employees enrolled in the Hospital's pension plan shall maintain their enrollment in the plan subject to its terms and conditions. New full-time employees and full-time employees not yet eligible for membership in the plan shall, as a condition of employment,

enroll in the plan when eligible in accordance with its terms and conditions. Part-time employees have the right to enroll into the Hospital's pension plan subject to its terms and conditions.

18.03(b) Retirement Allowance

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

Employees who elect early retirement will have the option of selecting either option A or B.

Option A

- (a) An employee who elects an enhanced early retirement allowance shall receive, following completion of the last day of work, a retirement allowance of three (3) weeks' salary for each year of employment plus a prorated amount for any additional partial year of employment, to a maximum of fifty two (52) weeks salary or fifty percent of earnings to age 65, whichever is less. The option of salary continuance will be made available to those employees who indicate this preference.
- (b) Where the employee who elects an enhanced early retirement allowance in accordance with this provision is part-time, their retirement allowance will be based upon their regular average weekly salary, exclusive of any premium payments, calculated over the twelve (12) month period immediately preceding their last day of work, except that any periods of long term illness/injury or pregnancy/parental leave within that year shall not be considered, and the calculation shall be adjusted accordingly.
- (c) A full-time employee who elects an enhanced early retirement allowance will be given the choice of:
 - (i) Receiving an amount of one hundred and twenty-five dollars (\$125.00) per month in lieu of benefits referred to in (ii) below for a period equivalent to one month for each year of employment to a maximum of twelve (12) months or age sixty-five (65), whichever is less, or
 - (ii) Remaining in the semi-private, extended health and dental benefit plans for the length of the severance or to age 65 whichever is less, provided

the employee pays to the Hospital any difference between the full premium payment and one hundred and twenty-five dollars (\$125.00)

- (d) A regular part-time employee who elects an enhanced early retirement allowance will be given the choice of:

Receiving an amount of eighty dollars (\$80.00) per month in lieu of benefits, referred to in (ii) below for a period equivalent to one month for each year of employment to a maximum of twelve (12) months or until age sixty five (65) whichever is less, or

Remaining in the semi-private, extended health and dental benefit plans for the length of the severance or to age 65 whichever is less, provided the employee pays to the Hospital any difference between the full premium and eighty dollars (\$80.00).

Option B

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

An employee who elects an early retirement option shall continue to be covered by insurance benefits in accordance with Article 18.01 (e).

18.04 Benefits for Part-Time Employees

- (a) A part-time employee including a casual employee, and a temporary 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 14% of his/her regular straight time hourly rate for all straight time hours paid.

- (b) Notwithstanding (a) above, all regular part-time employees who were employed at the Civic Hospital as of July 24, 1989 and who elected to continue to receive insured benefits shall continue to: receive insured benefits in accordance with Article 18.01, accumulate sick leave pursuant to Article L.11.3, enjoy entitlement to the cumulative sick leave pay-out

provisions in accordance with Article L.11.4, and, subject to Article L.18.2, be entitled to statutory holiday pay pursuant to Article 16.02.

- (c) Notwithstanding (a) above, and except as provided in (b) above, regular part-time employees enjoying entitlement under the terms of the former CUPE Local 576 Collective Agreement on the date of ratification or award of the Collective Agreement will continue to: be paid 6% in lieu of insured benefits for all hours of work paid, be covered by HOOGLIP Life Insurance pursuant to Article 13.01(c), accumulate sick leave pursuant to Article L.11.3, enjoy entitlement to the cumulative sick leave pay-out provisions in accordance with Article L.11.4, and, subject to Article L.18.2, be entitled to statutory holiday pay pursuant to Article 16.02.
- (d) An employee described in (b) and (c) above will continue to enjoy the entitlements therein described for as long as he maintains his permanent status in his current position. Notwithstanding, if such an employee is displaced from his current position, he shall have the option of continuing to be grandparented with the entitlements under this and other related provisions.
- (e) Notwithstanding all of the above, an employee who is temporarily transferred or temporarily transfers from one employment status or position to another shall retain their status in their permanent position for the purpose of benefits administration and entitlement during such temporary assignment.

ARTICLE 19 – COMPENSATION

19.01(a) Job Classification

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

classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB, an employee is unable to carry out the regular functions of 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.

19.01(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 19.01 (a) above.

19.02 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 (6) months.

19.03 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).

19.04 Regular Part-Time and Casual Employees Progression on Wage Grid

Regular part-time and casual employees shall accumulate service for the purpose of progression on the wage grid on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to March 31, 1999, will be credited with the service they held for the purpose of progression on the wage grid under their previous Collective Agreement or working conditions, and will thereafter accumulate service in accordance with this Article.

19.05 Transfer to a Lower Paying Classification

An employee who is the successful applicant to a job posting, and as a result is transferred to a lower paying classification within the bargaining unit will be placed in the range of the lower paying classification immediately below the wage rate he/she was receiving in his/her previous classification.

ARTICLE 20 – FISCAL ADVISORY COMMITTEE

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of, 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 restructuring 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 21 – DURATION

21.01 Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2006. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

21.02 Central Bargaining

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

tp
cope 491
October 3, 2005

LETTER OF UNDERSTANDING No. 1

Re: The Utilization of RPN Skills

The parties agree to form a joint provincial task force. The task force will be composed of equal numbers of representatives of the Ontario Council of Hospital Unions/CUPE and the Ontario Hospital Association. The task force will make its decisions by consensus. The mandate of the task force will be to study and make recommendations to the participating hospitals regarding the utilization of RPN skills. The task force will:

- Meet within six (6) months of the ratification of the Memorandum of Settlement,
- Secure advice and participation from such professional practice researchers and other (e.g. College of Nurses) as the Task Force deems appropriate.
- Identify resources required by the task force to complete their study including exploring jointly any funding required for these resources.
- The task force will be co-chaired by a hospital representative and a representative from OCHU/CUPE.
- The task force will identify the timelines for conducting their study and will also conclude timelines for the recommendations to be made by the task force.
- The task force recommendations will be presented in the form of a report of the participating hospitals and locals.
- The final recommendations from the joint task force will be presented to the Human Resources Committee of the OHA.
- The parties also agree to jointly undertake reviewing the study and recommendations with the Ontario Nurses Association.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN scope of practice and utilization of RPN skills.

LETTER OF UNDERSTANDING No. 2

Re: Apprenticeship Pilot Programme

The parties agree to establish a joint provincial apprenticeship committee. The joint committee will consist of three (3) members representative of the Union and three (3) members representatives of the Hospitals. The purpose of the provincial committee is to review and make recommendations regarding the introduction of a pilot apprenticeship programme for certified trades employees. The committee will ensure that the pilot(s) satisfy any requirements set out by provincial educational authorities.

It is understood that both parties are jointly committed to the outcomes of the work of the joint provincial apprenticeship committee.

This committee will meet by June 30th, 2005, and will submit its recommendations by December 31st, 2005.

LETTER OF UNDERSTANDING No. 3

Re: Joint Benefits Trust

The Participating Hospitals and CUPE agree that the maintenance of benefits provided for in this Collective Agreement at the most cost-effective level is an important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

- Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:
 - The methods by which the investigation will take place;
 - Identify potential sources of funding for investigation of the Benefits Trust;
 - Identification of the appropriate method to determine the feasibility of the Trust.

LETTER OF UNDERSTANDING No. 4

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.

Right to Return on 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 Hospital's 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 and dated in Ottawa, Ontario, this 20th day of December, 2005.

For the "Union"

Original signed by:

Richard Gauthier

Richard Gauthier
CUPE National Representative

Dianne Lavoie

Dianne Lavoie
President, Local 4000

Lou Burri

Lou Burri
1st Vice-president (Acting),
Recording Secretary, Local 4000

Michael Lajeunesse

Michael Lajeunesse
Executive Chief Steward, Local 4000

Bob Heim

Bob Heim
Treasurer, Local 4000

Lorna Boda

Lorna Boda
2nd Vice-president, Unit "A", Local 4000

Greg Isenor

Greg Isenor
2nd Vice-president, Unit "B", Local 4000

Diane L. Séguin

Diane L. Séguin
2nd Vice-president, Unit "C", Local 4000

Stéphane Lalonde

Stéphane Lalonde
2nd Vice-president, Unit "D", Local 4000

For the "Employer"

Original signed by:

Rona Hamilton

Rona Hamilton
Director, Employee Relations

Rebecca Edmonds

Rebecca Edmonds
Senior Employee Relations Consultant

Mark Crichton

Mark Crichton
Employee Relations Officer

Brock Marshall

Brock Marshall
Director, Engineering Operations

Shirley Gay

Shirley Gay
Clinical Director

John Gruno

John Gruno
Director, Hotel Services

Guy Morency

Guy Morency
Manager, Cardiac Imaging

Glendon Farley

Glendon Farley
Operations Manager, Distribution,
Transportation and Supply

2nd Vice-president, Unit "E", Local 4000

Michel Desjardins

Michel Desjardins

Member at Large, Local 4000

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cope 491
December 14, 2005

LOCAL PROVISIONS

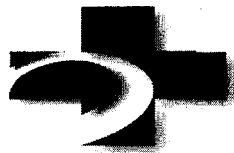
between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 4000
(herein called the “Union”)**



and

**THE OTTAWA HOSPITAL
(herein called the “Employer”)**



**The Ottawa Hospital | L'Hôpital
d'Ottawa**

Expires September 28, 2006

**LOCAL ISSUES
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ARTICLE L.1 - DEFINITIONS

L.1.1 Definitions

In this Collective Agreement

- (a) "Union" means the Canadian Union of Public Employees and its Local 4000.
- (b) "Employee" means an employee of the Ottawa Hospital for whom C.U.P.E. and its Local 4000 is the recognized collective bargaining agent.
- (c) "Hospital" means the Ottawa Hospital.

ARTICLE L.2 - MANAGEMENT RIGHTS

L.2.1 Management Rights

The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline employees, provided, subject to Article 7.06, that a claim by a employee that he has been discharged or disciplined without just cause may become the subject of a grievance.
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE L.3 – RECOGNITION

L.3.1 Recognition

The Hospital recognizes the Canadian Union of Public Employees and its Local 4000 as the sole and exclusive bargaining agent for all service, trades, office and clerical employees of the Ottawa Hospital/l'Hôpital d'Ottawa, save and except:

Supervisors, Persons above the rank of supervisor;
Human Resources and Occupational Health and Safety Services Personnel;
Information Services Personnel;
OHRI personnel;
Hospital Foundation Personnel;
Scheduling co-ordinators;
Home Dialysis Helpers;
Volunteers and their Helpers;
Patient Representatives;
Security Guards;
Protection Officers;
Executive Secretaries;
Secretaries to Directors;
Base Hospital Program Personnel;
Physicians Personnel;
Administrative Assistants;
Grant Funded Personnel;
Students, and students employed during the school vacation period;
Employees covered by other Collective Agreements.

The parties agree that forepersons and the 1st class stationary engineer presently in the Bargaining Unit will remain in the above bargaining unit.

For clarity, the parties agree that the following classifications belong in the above described Bargaining Unit: Medical Photographer, Technicians Architecture, Technicians LIS Lab, Technicians Instrumentation, Technicians Industrial Electronic, and Technicians Nephrology Data.

Any disputes pertaining to the appropriateness of an inclusion in the bargaining unit or an exclusion from the bargaining unit may be referred to the Ontario Labour Relations Board for a determination under its criteria.

ARTICLE L.4 - UNION SECURITY

L.4.1 Union Membership

Bargaining unit employees shall, as a condition of employment, become and remain members of the Union.

L.4.2 Union Dues

The Hospital shall deduct from each pay of each bargaining unit employee on a bi-weekly basis dues or assessments to the amount indicated by the Union, and remit such dues or assessments to the Secretary-Treasurer of the Local Union no later than fourteen (14) calendar days following the date of such dues or assessments being deducted.

Payment to the Union shall be accompanied by a hard copy statement listing the employee's name, S.I.N. number, LOA's, the amount deducted for Union dues or assessments for each employee, hourly wage rate, the hours worked during the pay period, the dues deducted year to date, job class title, status (i.e. full-time, regular part-time, casual), temporary or permanent, department number and the pay period for which the dues have been deducted.

Notice of any change in the amount of Union dues or assessments will be provided in writing by the Union to the Vice-President, Human Resources at least one month prior to the commencement of the pay period in which the new rate is to be implemented.

L.4.3 Union Activity on Premises and/or Access to Premises

When requested, the Hospital agrees to provide, to the Union, facilities for employees to meet outside their hours of work with Union representatives to discuss issues of concern to them. This request is to be submitted through the Human Resources department on an as required basis and is subject to availability of facilities.

L.4.4 Literature Rack

The Union will have the right to install a literature rack at each Campus for dispensing information to employees. The literature rack shall be located in locations mutually agreed to between the parties. The literature dispensed shall be subject to approval by the Vice President, Human Resources.

L.4.5 Glass Enclosed Bulletin Boards

The Hospital shall provide glass enclosed bulletin boards with lock and key for the exclusive use of the Union at the following locations:

Civic Campus: Outside the main cafeteria, and in the vicinity of the level S elevator lobby of the Heart Institute

General Campus: In proximity of the cafeteria

Riverside Campus: In proximity of the cafeteria

Such bulletin boards may be used to post Union notices, including notices of Union meetings, elections, results of elections, Union appointments, recreational and social affairs.

Information other than listed above may be posted twenty-four (24) hours after submission to the Vice President of Human Resources or designate. Any posted information deemed inappropriate by the Vice-president, Human Resources or designate will be removed.

L.4.6 Correspondence

Where the Collective Agreement requires the Hospital to forward correspondence to the Local Union it shall be sent to the Local Union office. The Local Union will promptly advise the Hospital of any change of address.

L.4.7 Attendance at Meetings

Subject to other provisions, a Union representative scheduled to attend a meeting with the Hospital during his regularly scheduled working hours shall not be unreasonably denied the opportunity to attend. Time spent attending such meeting will be without **loss** of earnings.

L.4.8 Hospital Policies

The Hospital shall provide the Union with a copy of any policy which affects the working conditions of bargaining unit members prior to its implementation. The Union will be provided with an opportunity to discuss such proposed policy. Policies affecting bargaining unit employees shall be forwarded to the Union no later than seven (7) calendar days following the date of their approval.

L.4.9 Posting of Seniority List

The Hospital shall maintain an updated seniority list in a three ring binder attached by chain bolted to the wall near the glass enclosed bulletin board in proximity of the cafeteria at the Civic and Riverside Campuses and in proximity of the Human Resources Department at the General Campus.

The list shall be updated in the first week of April and October of each year. The list shall be in order of bargaining unit wide seniority and shall include the name of the employees, their seniority expressed in years to the third decimal point, their status (i.e. full-time, regular part-time, casual, or temporary), their job classification title, department/work unit/sector and campus at which they are employed, and the effective date upon which the seniority list was updated.

L.4.10 List of Bargaining Unit Employees to the Union

By July 15th of each year the Hospital shall provide to the Union for the period ending with the last full pay period in the month of June and by January 15th for the period ending with the last full pay period in the month of December an electronic copy of an updated list of bargaining unit employees including the following information: employee's name, seniority expressed in years to three decimal points, service expressed in years to three decimal points, status (full-time, regular part-time, or casual), temporary or permanent, department name, job classification title, active or on leave, hourly wage rate, hours worked year to date, Campus, S.I.N., date of birth, sex, address, telephone number unlisted number excepted.

L.4.11 Printing of Agreement

The Hospital and the Union will share equally the costs associated with the printing and translation of the Collective Agreement in both official languages. Where possible, the Collective Agreements shall be printed in the printing department of the Hospital, and where not possible in a unionized printing shop. The Union and Hospital logos will appear on the cover page in equal size and dimension. The Union will be responsible for arranging for the translation of the Collective Agreement into the second (2nd) official language and shall submit a copy of the proposed translation to the Hospital within eight (8) weeks of the signing of the Collective Agreement for the Hospital's review. The total number of copies printed shall be 3,000. The bilingual Collective Agreements shall be printed in a pocket size booklet form. The Union shall be responsible for providing one copy of the Collective Agreement to each bargaining unit member. The Hospital shall be responsible for distributing its copies of the Collective Agreement to Managers and delegates. The Collective Agreement shall be signed by the parties no later than thirty (30) days

following the date of ratification or award subject to the resolution of any disputes pertaining to its implementation.

L.4.12 Legal Version

Both the English and French texts of this Agreement shall be considered the official texts. Where there is ambiguity between the English and French texts, the language of the text which was negotiated and agreed to by the parties shall prevail.

L.4.13 Hospital Board of Trustees

The Hospital shall provide to the Union two (2) copies of the Agenda and publicly available documentation to be considered at the monthly meetings of the Board of Trustees as soon as they become available to the public.

L.4.14 Fiscal Advisory Committee

A representative designated by the Union or such other number agreed to by the Fiscal Advisory Committee shall be given the opportunity to represent the Bargaining Unit at each of the Fiscal Advisory Committee meetings. There shall be no loss in regular pay for attending such meetings with the Hospital. The Union shall advise the Hospital of the name of its representative(s) and his/her date of appointment within thirty (30) days.

L.4.15 Stewards/Committees

- (a) The Union shall notify the Hospital in writing of the names of the members of all committees and the names of all union Representatives including Stewards and Chief Stewards, along with unit or area representatives.
- (b) The Union will notify the Hospital in writing of any changes regarding (a) as soon as they occur. Additionally, the union will provide a list of the above no less than twice per year in the months of June and December.
- (c) Pursuant to Article 6.05, no more than 3% of the total number of bargaining unit employees shall be designated as Stewards to represent the Union at any given time, among these no more than 3% of the total number of bargaining unit members in any given department and no less than 1.

L.4.16 Group Grievances

For group grievances, no more than two (2) designates of the group shall be appointed by the Union to attend, in addition to the representative(s) of the grievance committee.

ARTICLE L.5 -ASSIGNMENT OF WORK

L.5.1 Work Schedule

“Work schedule” is a written statement setting forth the days and hours upon which the employees are required to work, and the days upon which employees are scheduled to be off work. The schedule of normal working hours for full-time and part-time employees shall consist of six (6) consecutive weeks, be prepared in ink and shall be posted at least two (2) weeks prior to the beginning of the work schedule at a location where it is most likely to come to the attention of employees concerned. The schedule shall not be changed without at least forty-eight (**48**) hours notice to a full-time employee and at least twenty-four (**24**) hours to a part-time employee and failing this, the employee shall be remunerated at the overtime rate for the hours falling outside of the originally scheduled hours where such notice was not provided. This shall not apply where a regular part-time employee agrees to work additional hours on his pre-scheduled shift. Such additional hours shall be compensated at straight time and will not be considered a change in work schedule, provided the employee has the right to refuse the additional hours. This shall not however preclude the employee from receiving overtime payment should these additional hours result in the employee working in excess of the hours prescribed in Article 14.01. Prior to altering a full-time employee’s schedule, the Hospital will endeavour to utilize a regular part-time employee or a casual employee to meet its staff requirements, work schedules shall embody the following conditions:

- (a) The scheduled daily hours of work shall be continuous and only interrupted by rest periods or a meal period. No bargaining unit employee shall be required or permitted to work a split shift.
- (b) For full-time and regular part-time employees (other than those employees working in clinics) a minimum period of sixteen (16) hours shall elapse between the end and resumption of work and failing this, the employee shall be remunerated at the overtime rate for the number of hours the interval is short of sixteen (16) hours. This shall not apply where a regular part-time employee is offered and voluntarily accepts either an additional shift in accordance with L.5.2(a), or additional hours in conjunction with his pre-scheduled shift. This shall not however preclude the employee from

receiving overtime payment should these hours result in the employee working in excess of the hours prescribed in Article 14.01.

For full-time and regular part-time employees working in clinics a minimum of (15) hours shall elapse between the end of and resumption of work and failing this, the employee shall be remunerated at the overtime rate for the number of hours the interval is short of fourteen (14) hours. This shall not apply where a regular part-time employee is offered and voluntarily accepts either an additional shift in accordance with L.5.2 (a), or additional hours in conjunction with his pre-scheduled shift. This shall not however preclude the employee from receiving overtime payment should these hours result in the employee working in excess of the hours prescribed in Article 14.01.

- (c) For full-time and regular part-time employees, a minimum period of forty-eight (48) hours shall elapse between the end of work on nights and the resumption of work on days or evenings and failing this, the employee shall be remunerated at the overtime rate for the number of hours the interval is short of forty-eight (48) hours. This shall not apply where a regular part-time employee is offered and voluntarily accepts an additional shift in accordance with L.5.2(a).
- (d) Full-time employees required to work weekends shall have every second weekend off. For regular part-time employees the work scheduled shall provide for at least one weekend being scheduled off in any consecutive three week period. If however, exigency requires that he works three (3) consecutive weekends he shall be paid at the overtime rate for his hours worked on the third consecutive weekend. This shall not apply where:
 - (i) a regular part-time employee is offered and voluntarily accepts an additional shift in accordance with L.5.2(a);
 - (ii) such weekend work is worked by an employee to satisfy specific days off requested by the employee;
 - (iii) an employee requests weekend work;
 - (iv) a regular part-time employee applies for and posts into a position that requires the employee to work more than two consecutive weekends;
 - (v) such weekend work is the result of an exchange of shifts with another employee.

Weekend off shall be defined as forty-eight (48) consecutive hours off between 2300 hours Friday and 2400 hours Sunday.

- (e) No full-time or regular part-time employee shall work more than six (6) consecutive days. If however, exigency requires that he works more than six (6) consecutive days he shall be paid at the overtime rate for hours worked on consecutive days in excess of six (6) days. This shall not apply where a regular part-time employee is offered and voluntarily accepts an additional shift in accordance with L.5.2(a).
- (f) A full-time employee who normally works Monday to Friday will not be normally scheduled to work on a statutory holiday.
- (g) Full-time and regular part-time employees who so request, shall be provided at least three (3) consecutive days off inclusive of either Christmas Day and Boxing Day or New Year's Day. This shall not apply to employees who normally work Monday to Friday and who are not scheduled to work on a statutory holiday. Requests for time off under this provision must be submitted at least ~~two~~ (2) weeks prior to posting of the schedule. Preference for either of the periods of time off work will be ~~on~~ the basis of seniority and shall be given priority over requests for vacation or leave of absence for the same period. The schedule incorporating the Christmas Day/New Year's Day period shall be posted no later than December 1st.

L.5.2 Assignment of Work

- (a) Where additional non-recurring shifts or pre-scheduled shifts in a regular part-time position, or less than ten (10) consecutive pre-scheduled shifts in a full-time position become available due to the absence of the incumbent in that position, preference for assignment to such available shift(s) shall be offered in order of seniority to available regular part-time employees qualified and able to perform the work and working in the same classification, department, and Campus at which the work is being performed. This will not require the Hospital to offer such available shifts to such regular part-time employees where it would result in the payment of overtime.
- (b) Where the requirements of paragraph (a) above have been met, shifts as described above which remain available shall be equitably offered to available casual employees qualified and able to perform the work and working in the same classification, department, and Campus at which the work is being performed. This will not require the Hospital to offer such available shifts to such casual employees where it would result in the payment of overtime.
- (c) Where the requirements of paragraph (b) above have been met at a given campus, and there remains additional non-recurring shifts or pre-scheduled shifts in a regular part-time position, or **less** than ten (10)

consecutive pre-scheduled shifts in a full-time position available due to the absence of the incumbent in that position at that campus, preference for assignment to such available shift(s) shall be offered in order of seniority to available regular part-time employees qualified and able to perform the work and working in the same classification and department at other Campuses. This will not require the Hospital to offer such available shifts to such regular part-time employees where it would result in the payment of overtime.

- (d) Where the requirements of paragraph (c) above have been met, shifts as described above which remain available shall be equitably offered to available casual employees qualified and able to perform the work and working in the same classification and department at other Campuses. This will not require the Hospital to offer such available shifts to such casual employees where it would result in the payment of overtime.
- (e) Where ten (10) or more consecutive pre-scheduled shifts in a full-time position become available due to the absence of the incumbent, preference for assignment to such position shall be offered in order of seniority to regular part-time employees qualified and able to perform the work, in the same classification, department, and Campus at which the work is being performed. Such regular part-time employee will maintain his regular part-time status, however, for the purpose of Article 14.01 he shall be deemed to be a full-time employee. The pre-scheduled shifts in the position of such regular part-time employee shall be offered in accordance with (a) and (b) above.

Assignments referred to in this provision will not be subject to extension except in cases where the assignment results from an approved leave of absence (paid or unpaid) of an employee and the employee requests and is granted an extension of his period of leave.

- (f) Where the requirements of paragraph (e) above have been met and shifts as described in (e) above remain available, preference for assignment into such position(s) shall be offered in order of seniority to casual employees qualified and able to perform the work, and working in the same classification, department, and Campus at which the work is being performed. Such casual employee will maintain his casual status, however, for the purpose of Article 14.01 he shall be deemed to be a full-time employee.
- (g) Where a full-time or regular part-time position becomes vacant due to:
 - (i) a temporary absence of the incumbent in a position for a period greater than twenty-six (26) weeks;

- (ii) a situation referred to in Article 2.01 for a period greater than twenty-six (26) weeks; or
- (iii) a temporary vacancy arising due to a pregnancy and/or parental leave.

The position shall be posted as a temporary vacancy and awarded in accordance with Article 9.05. An employee awarded such a temporary vacancy shall maintain their original status and shall be returned to their permanent position or the position or assignment in which the employee was previously employed when the temporary vacancy ceases to exist. Any temporary vacancy created by the movement of a full-time or regular part-time employee into a posted temporary position shall be filled in accordance with (e) above.

It is agreed that permanent employees will be considered for temporary position where such temporary position would provide the permanent employee with an opportunity to acquire new employment skills or qualifications. Where an employee who holds a permanent position is the successful candidate for a posted temporary position, and where the department head determines that the temporary assignment of that employee will not cause serious operational problems for the department in which the employee is currently working such employee shall be placed into the temporary position on the understanding that his permanent position shall be available for him to return to at the expiration of the temporary employment period.

Permanent employees will not be considered for temporary assignment under this provision unless at least twelve (12) months have elapsed since the completion of any previous temporary employment.

- (h) Notwithstanding any of the foregoing provisions the Hospital may terminate a temporary appointment where:
 - (i) the employee is unable to satisfactorily perform the work;
 - (ii) the absent employee has returned to his position; or,
 - (iii) the position is no longer required.

Where the position was posted in accordance with (g), at least forty-eight (48) hours notice shall be provided.

- (i) Where a work assignment pursuant to (e) above is available for a continuous period of ten (10) weeks or more and no employee is qualified and able to perform the work pursuant to (e) above, and where an employee in the same classification, department and Campus at which the

work is being performed could acquire new employment skills and qualifications within a short period of training not to exceed three (3) days, he shall be assigned the work where this does not create operational difficulties. Such opportunity shall be provided to the existing employees in order of seniority prior to external candidates being considered for such work assignment.

L.5.3 Declaration of Availability to Work (part-time employees)

No later than two weeks prior to the posting of the work schedule, regular part-time employees shall declare their availability to work shifts in addition to the posted work schedule.

At the time full-time and regular part-time employees submit their vacation requests for the period beginning June 1st to September 30th, regular part-time bargaining unit employees shall declare their availability to work additional shifts pursuant to L.5.2 during such vacation periods requested.

L.5.4 Assignment of Overtime

When the Hospital requires unscheduled overtime work to be performed, such overtime opportunity shall be offered in order of seniority to employees within the department present at work, subject to their qualification and ability to perform the work.

Where no employees as described above are immediately available and willing to accept the overtime opportunity, overtime will be offered in order of seniority to employees within the classification that normally performs the work, in the department and campus at which the work is to be performed.

Scheduled overtime will be offered in order of seniority to employees within the classification that normally perform the work, in the department and campus at which the work is to be performed.

In work areas where employees are required to declare their willingness/availability to work overtime, the Hospital will not be required to offer overtime to those employees who have not indicated a willingness/availability to work overtime.

The Hospital maintains the right to assign the least senior employee within the classification that normally performs the work, in the department and campus at which the work is performed, to perform the work where senior employees are not willing or available.

L.5.5 Assignment to More than One Classification, Position or Status

No employee shall be required or permitted to hold more than one status, classification or position within the bargaining unit.

L.5.6 Exchange of Shifts (Application for full-time and regular part-time employees)

- (a) Employees may request to exchange shifts and/or days off with the consent of their immediate supervisor. Requests must be submitted in writing and Co-signed by the employees willing to exchange shifts and/or days off. Such permission shall not be unreasonably denied. Exchange of shifts and/or days off shall not result in overtime payments.
- (b) Where the shifts involved shift differential this shall be paid to the employee working such shift.

L.5.7 Availability of Casual Employees

Casual employees shall make themselves available to work during at least eight (8) statutory holidays in a calendar year, at least two (2) weekends out of three (3), at least eight (8) weeks during the period from June 1st to September 30th of each year, and for at least five (5) shifts between December 23rd and January 3rd, inclusive of either Christmas Day/Boxing Day or December 31st/New Year's Day.

Prior to March 1st casual employees shall declare which eight weeks they are available for between June 1st and September 30th, as well as which Statutory Holidays they are available for between June 1st and December 1st. Prior to November 1st casual employees shall declare which five (5) shifts they are available for between December 23rd and January 3rd, as well as which Statutory Holidays they are available for between December 1st and May 31st.

Casual employees are available for call ins as circumstances demand. Where a casual employee fails to meet any of the requirements described above, or refuses six consecutive offers of work, the Hospital shall forward a letter to his last address on record with the Hospital, with a copy to the Union, in order to advise the employee of his obligations under this provision and instructing him to contact the Hospital within ten (10) days of receipt of the letter for the purpose of declaring his availability as described above. Failure by the employee to comply shall result in termination. Such shall not be grievable or arbitrable.

A casual employee who would otherwise be terminated for reason of permanent lack of work, where he/she so requests, will be provided with

an opportunity to obtain continued employment as a casual employee, where the Hospital requires casual employees, and where the casual employee who would otherwise be terminated possesses the required skills and abilities to perform the work required. Where no such opportunity arises, the casual employee may be terminated by the Hospital. Such termination shall not be grievable or arbitrable.

L.5.8 Extended Shifts

The provisions of the Collective Agreement shall apply except where herein amended. Except where otherwise provided, any agreement reached between the Hospital and the Local Union concerning extended shifts will comply with the following provisions:

Trial Period and Evaluation

Prior to the implementation of a new extended shift schedule the Hospital will post the proposed schedule rotation prepared in ink at a location it is most likely to come to the attention of employees affected so they can individually evaluate the impact of the schedule. The proposed rotation shall consist of six (6) consecutive weeks and will be posted at least **two (2)** weeks prior to the beginning of the proposed rotation.

If the Hospital and 100% of full time and regular part-time employees in the work unit mutually agree to implement the proposed extended shift schedule, it shall be implemented for a trial period of twelve (12) weeks. The support of 100% of full time and regular part-time employee's in the work unit will be confirmed by a signed petition of such employees.

The schedule rotation will be evaluated by the respective parties no later than **two (2)** weeks prior to the end of the twelve (12) week trial period.

Continuation

Before the end of the trial period, continuation of the extended shift rotation after the initial trial period will be agreed to by the Union dependent upon employee support for continuation of the new rotation by 100% of the full-time and regular part-time employees in the work unit. This continued support will be confirmed by a signed petition of the above noted employees.

Discontinuation

Either party may provide written notice of its desire to discontinue an extended shift schedule. Upon receipt of such notice the parties shall meet within thirty (30) days to discuss the reasons for the discontinuance.

If, following the meeting the party who has served the notice still wishes to discontinue the schedule, the Hospital shall discontinue the schedule no later than 90 days from the date of the meeting of the parties.

Sick Leave

For employees who work an extended shift schedule, the short term sick leave plan will provide payment for the number of hours of absence according to the extended scheduled shift to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.

Daily and Weekly Hours of Work

- (i) For employees participating in the extended shift schedule, Article 14.01 Daily and Weekly Hours of Work is amended to read as follows:

The average regular work week for full-time employees will be thirty-seven and one-half (37.5) hours averaged over 6 weeks for a total of two-hundred and twenty-five (225) hours. The regular work day will be eleven and one quarter (11.25) hours excluding an unpaid meal period.

- (ii) The regular work week for part-time and casual employees will not exceed thirty-three and three quarters (33 $\frac{3}{4}$) hours per week, and the regular workday will be eleven and one quarter (11.25) hours excluding an unpaid meal period.

- (iii) The meal period shall be an uninterrupted period except in cases of emergency.

Rest and Meal Periods

Employees working an extended shift of eleven and one quarter (11.25) hours will be provided with a total of 45 minutes of unpaid meal time and a total of 45 minutes of paid rest periods.

Definition of Overtime

Overtime is defined as authorized hours worked in excess of the regular workday or workweek as defined above.

Statutory Holidays

If an employee is required to work on any of the holidays set out in the Local provisions Appendix, the employee shall be paid at the rate of time and one half (1 $\frac{1}{2}$) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the

employee qualifies in accordance with Article 16.02, 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 to a maximum of seven and one-half (7½) hours.

Work Schedule

The sixteen (16) hours referred to in Article L.5.1(b) is amended to twelve (12).

The six (6) consecutive days referred to in Article L.5.1(e) is amended to three (3) consecutive days and not more than four (4) days in a week for full-time employees.

Assignment of Work

The ten (10) pre-scheduled shifts referred to in Article L.5.2(a), (c), and (e) is amended to read seven (7).

Vacation

The five (5) consecutive working days referred to in L.7.4 is amended to read three (3).

Vacation entitlement provided for in Article 17.01(a) shall be converted on the basis that one week equals thirty-seven and one half (37.5) hours. Vacation payments will be provided based on the number of vacation hours taken.

Pre-existing Extended Shift Schedules

In areas of the Hospital where there are pre-existing extended shift schedules that do not comply with the above, they will continue and will be amended to comply with the above-noted provisions within 120 days following the date of ratification of the renewal Collective Agreement, failing which the extended shift schedule will be discontinued. Existing practices shall remain in effect during the above-noted period and there shall be no increased costs to the Hospital during this period.

ARTICLE L.6 – JOB VACANCIES

L.6.1 Posting of Job Vacancies

When the Hospital posts notices of any positions or job vacancies in accordance with Article 9.05, the notices will be posted at the following locations:

Civic Campus: Outside the main cafeteria, at the **S** level elevator lobby in the Heart Institute building and in the reception area of Human Resources.

General Campus: Outside the main cafeteria

Riverside Campus: In the hallway in proximity of the cafeteria.

L.6.2 Filling of Vacant Positions

Where during a trial period, a successful applicant voluntarily returns or is returned by the Hospital to his former position, the position will not be re-posted, but will be offered to the next most senior of the original applicants able to meet the normal requirements of the job.

ARTICLE L.7 - VACATIONS

L.7.1 Vacation Year

For the purpose of vacation entitlement, qualifiers, calculation of payment and scheduling of vacations, the vacation year shall be the period beginning April 1 and ending March 31 of the following calendar year.

L.7.2 Vacation Entitlement

Employees are eligible to begin using their vacation entitlement for the vacation year on April 1 of each year. However, the right to the vacation does not vest in the employee until he/she has completed the required period of service.

L.7.3 Vacation Carry Over

Vacations will normally be taken in the vacation year in which they are earned.

Notwithstanding, special requests by an employee to carry over vacations to the following vacation year will not be unreasonably denied. Employees

must request an equivalent period of vacation equal to their entitlement during the vacation year, and failing to do so, their vacations will be scheduled by the Hospital no later than two (2) months following the end of the vacation year in which the vacation entitlement was earned. When an employee has requested an equivalent period of vacation equal to his entitlement during the vacation year, but such request(s) have been denied, their unused vacation entitlement will be scheduled no later than eight months following the end of the vacation year in consultation with their manager. A request for vacation entitlement submitted by a more senior employee shall supersede the Hospital's right to schedule a less senior employee's vacation(s) who has failed to request an equivalent period of vacation equal to his entitlement during the vacation year.

L.7.4 Granting of Vacation Requests

Vacation requests for the following vacation year are to be submitted no later than March 1st. Vacation requests for the period beginning June 1st to September 30th will be confirmed no later than April 15th. Approval of vacation requests for those employees who have requested five consecutive working days' vacation or more during this period will be granted in order of seniority. After having satisfied such vacation requests to the extent possible, approval of vacation requests of less than five consecutive working days during the same period will be granted in order of seniority.

Approval of vacation requests submitted no later than March 1st for the following vacation year during the period beginning October 1st to March 31st of the following calendar year, will be granted to employees in order of seniority no later than eight (8) weeks prior to the beginning of the requested vacation period.

Approval of vacation requests submitted after March 1st for the following vacation year will be granted on a first come, first served basis.

Approval of vacation requests for the period beginning December 23 to January 3 of the following calendar year will be granted subject to the requirements of Article L.5.1(g).

Approval of vacation requests for the period beginning April 1 and ending on May 31 are to be submitted no later than December 1st of the previous vacation year and shall be granted no later than eight (8) weeks prior to the beginning of the requested vacation period. Approval of such requests will be granted on the basis of seniority.

Under extenuating circumstances employees may request to have an approved vacation period rescheduled.

L.7.5 Holidays During Vacation

Where a statutory holiday is on the same day as a scheduled vacation day, the employee shall be paid statutory holiday pay subject to the provisions of Article 16.02. The employee's vacation bank will be credited with the number of statutory holidays that fall on a scheduled vacation day.

ARTICLE L.8.1 - HEALTH AND SAFETY

L.8.1 Health and Safety

- (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 members of its Master Joint Occupational Health & Safety Committee at each campus representatives selected or appointed by the Union. The number of such representatives will be in accordance with the terms of reference of such committee.
- (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 and the Union agree to cooperate 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) Time off for such representative(s) to attend meetings of the Master Joint Occupational 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 regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full cooperation 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.
- (j) The Hospital accepts that one CUPE member on each Master Joint Occupational Health and Safety Committee will be trained as a certified worker under the Occupational Health and Safety Act to a maximum of one per campus per year. Any costs associated with the training of a certified worker will be paid by the Hospital, or as may be prescribed pursuant to the Occupational Health and Safety Act.

ARTICLE L.9 - CONDITIONS OF EMPLOYMENT

L.9.1 Conditions of Employment

- (a) The nature of Hospital care is such that at times it may be necessary for an employee to perform work not normally required in his/her job and therefore, the requirements of the moment may determine the type of work to be performed.
- (b) All employees failing to take a medical examination or x-ray examination at the request of the Hospital, or to undergo vaccination, inoculation and other clinical procedures when required may be dismissed from the service of the Hospital. The Hospital will bear the expense of such examination or procedure providing designated Hospital staff and facilities are utilized. The words "other clinical procedures" refer to those covered by the Public Hospitals Act.
- (c) All employees shall notify the Human Resources Department on the form provided for this purpose, of change in name, address, telephone number, next of kin, marital status or any change in the number of dependents. Notification shall be made as soon as the change becomes known.
- (d) Any employee requiring a license, registration or certification as a requirement of their position, will be responsible for maintaining this as current, and employees are responsible for this cost. Where required by the Hospital, employees shall provide verification of the above. Failure to do so will result in immediate suspension without pay for a period of sixty (60) days during which the employee may provide proof of registration and be reinstated to active duty. Failure to provide proof shall result in the termination of his/her employment.

ARTICLE L.10 - UNIFORMS/TOOLS/PROTECTIVE FOOTWEAR

L.10.1 Uniforms

The Hospital shall provide seven (7) uniforms for all employees who are employed in the Engineering & Operations and Development & Renewal Departments.

The Hospital shall provide five (5) uniforms for full-time employees employed in the following departments: Nutrition Services, Housekeeping Services, Materials Management Services, Nursing except RPN's, and for Dark Room Technicians.

The Hospital shall provide three (3) uniforms for part-time including casual employees employed in the above departments.

It is understood that the above does not include office/clerical employees.

The Hospital shall provide a replacement uniform to an employee when it is damaged or becomes worn out from use such that the number of uniforms provided to employees as described above is maintained.

Employees will be required to return uniforms in their possession upon termination of employment.

L.10.2 Accommodation

The Hospital shall provide suitable accommodation for employees to change and store their clothing.

L.10.3 Tools

The Hospital shall provide all tools and equipment to employees required to perform their work and replace damaged or worn tools as may be required.

The Hospital shall provide a pager for an employee who is required to remain on standby.

L.10.4 Wash Up Time

Employees engaged in engineering and the trades classifications shall continue to enjoy the existing wash up practices.

L.10.5 Protective Footwear

The Hospital shall provide based on departmental requirements protective footwear to employees to a maximum of:

Full-time employees	\$160.00 bi yearly
Part-time employees	\$90.00 bi-yearly

This payment shall be payable April 1st, on the year payable, upon proof of payment. It is understood that the footwear is for work use only, and will be replaced, if damaged or worn, during its use.

ARTICLE L.11 - SICK LEAVE AND DISABILITY

L.11.1 Sick Leave and Disability

- (a) The employee must inform the Employer of his illness according to the specified notice period, absolute incapacity excepted and upon his return to work, he must report to the Occupational Health and Safety Department if requested to do so by his immediate supervisor. The notice period for the employee is as soon as is practicable, but no later than two hours prior to the beginning of his regular shift. The Employer shall be entitled to request a medical certificate from the employee's consulting doctor.
- (b) The Employer reserves the right to require satisfactory proof of illness from the employees' consulting doctor for those employees exhibiting a clear pattern of habitual sick leave usage.
- (c) Employees sent by their Supervisor to the Hospital's Emergency Service or Occupational Health Service Department to determine whether or not they are able to continue working shall not be charged for this service.
- (d) Where an employee has medical proof from his attending physician that he is unable to do the work required of his regular job classification due to infirmity caused by sickness or accident, and that such is confirmed by Occupational Health Services, he shall be assigned to a classification of work that he is capable of doing, provided a vacant position is available, in which case he will be paid the rate of the classification to which he is assigned. The posting for such vacant position will be waived in these special cases. If no vacant position exists in a job classification that the employee is capable of doing, the Hospital may use other options for which the employee qualifies, such as long term disability or W.S.I.B. benefits.

L.11.2 Medical Care Leave

Employees will be allowed to use their short-term sick leave entitlement in order to engage in personal preventive medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.

L.11.3 Cumulative Sick Leave

(a) Any regular part-time employee described in Article 18.04 (b) or (c) will accumulate and continue to accumulate sick leave credits on the basis of one and one-half (1 ½) days per month prorated to hours worked in addition to existing sick leave to their credit and will continue to accumulate sick leave credits for as long as they maintain their permanent status in their current position. Notwithstanding, if such an employee is displaced from his current position, he shall have the option of continuing to be grandparented with the entitlements under this and other related provisions. Notwithstanding any provision to the contrary, Articles 13.01 (c) (4), 13.01 (h), 13.03 and L.11.4 as herein amended shall apply to all employees described in this paragraph.

(b) Notwithstanding any provision to the contrary, when an employee who has sick leave to his credit transfers or is transferred from another status to full-time status on a permanent basis, Article 13.01 and L.11.4 as herein amended shall apply to such employee(s).

(c) Except as provided in paragraph (b) above and notwithstanding any other provision to the contrary, when an employee described in paragraph (a) above transfers from one status or position to another an employee's existing sick leave credits shall be converted to a sick leave bank to the credit of the employee. Notwithstanding any provision to the contrary, Articles 13.01(c) (4) and L.11.4 as herein amended shall apply to such employee(s).

- All references to Article 13.01 is intended to be a reference to provisions in the expiring Collective Agreements if any, or to what may be otherwise agreed to between the parties or awarded by an Interest Arbitration Board.

(d) No employee shall lose existing sick leave credits as a result of the permanent or temporary transfer from one status or position to another

L.11.4 Cumulative Sick Leave Payout on Retirement, Termination, or Death

This provision shall apply for those employees who have cumulative sick leave to their credit, but is not applicable when a bargaining unit employee

covered by the former CUPE Local 576 Collective Agreement as of the date of ratification or award of this Agreement is terminated for just cause.

- (a) Upon the completion of five (5) but less than ten (10) years' service an employee upon the termination of employment shall be paid 50% of the unused portion of his sick leave credit. Payment shall be at the rate of pay earned at the time of termination and shall not exceed sixty (60) working days.
- (b) Upon the completion of ten (10) but less than fifteen (15) years' service, an employee upon termination of his employment shall be paid 50% of the unused portion of his sick leave credit. Payment shall be at the rate of pay earned at the time of termination and shall not exceed 120 working days.
- (c) Upon the completion of fifteen (15) years' service, an employee upon termination of his employment shall be paid 50% of the unused portion of his sick leave credit. Payment shall be at the rate of pay earned at the time of termination and shall not exceed 180 working days.
- (d) Upon the death of an employee, the estate shall be entitled to payment as outlined in clauses (a), (b) and (c).
- (e) Permanent employees on retiring in accordance with existing regulations shall be entitled to retirement leave to the extent of sick leave at their credit, up to a maximum of 180 working days. Retirement leave may be taken in the form of an equivalent cash out taken upon retirement or it may be taken in the form of paid leave to be taken immediately prior to the date of retirement. Compulsory retirement age for all employees is 65.

ARTICLE L.12 - WORKERS' COMPENSATION

L.12.1 Worker's Compensation/Modified Work

The Hospital will notify the Local Union of the names of any employees represented by the Union whom are off work as a result of a work-related injury.

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

When it is medically determined that an employee is unable to return to the full duties of his or her position because of disability, the Hospital will meet with a representative of the Local Union together with the employee

to discuss the circumstances surrounding that employee's return to suitable work.

ARTICLE L.13 - RPN SKILL UTILIZATION

L.13.1 RPN Skill Utilization

The Hospital undertakes to encourage Registered Practical Nurses (RPN's) to upgrade their skills to the present level of those being acquired by graduating RPN's. Further, the Hospital will, where practicable, encourage and permit the utilization of the upgraded skills.

Should the Hospital require those skills on the work units, the Hospital will pay for attendance at such training at regular wages and will also pay for tuition and course materials.

ARTICLE L.14 –.PARKING

L.14.1 Parking Privileges

The Hospital agrees to provide pro-rated refunds to employees on vacation or other authorized leaves of thirty (30) consecutive days or more provided that the employee makes application in writing to the Hospital. Employees who exercise this right will continue to enjoy parking privileges in the same parking area designated for their use upon their return to work.

Employees who are on vacation or authorized leaves of absence of less than thirty (30) consecutive days, may assign their parking pass and parking privilege during the period of their absence to another employee with whom they usually commute provided that the employee makes application in writing to the Hospital at least two weeks in advance.

L.14.2 Union Parking Passes

The Hospital shall provide three (3) parking passes to the Local Union at the Employee rate which use shall be limited to three (3) parking spaces at any given time by Local Union representatives. The Hospital will bill the Union on a monthly basis and the Union will reimburse the Hospital within thirty (30) days of being billed.

ARTICLE L.15 – STATIONARY AND OPERATING ENGINEERS

L.15.1 Civic Campus

This Article applies to shift workers assigned to Boiler Room operations at the Civic Campus only and does not apply to other CUPE Local 4000 members. The provisions of this Article shall prevail over other provisions of the Collective Agreement.

The assignment of personnel shall be governed by the Operating Engineers Act.

The Master Schedule shall be as per Appendix “A”.

Shift changes will occur at 06:30 and 18:30 hours.

The Maintenance 2nd Class Engineer will remain on standby from 06:30 hours Friday to 06:30 the following Friday. The Maintenance 3rd Class Engineer will remain on standby from 18:30 hours on Friday to 18:30 the following Friday.

Other personnel will remain on standby as per the schedule in Appendix “A”.

When an employee is on vacation, other employees in the same work occupation will be working or on standby as necessary for full coverage.

Any *two* persons desiring to exchange shifts must ask permission in writing at least *two* (2) days in advance and on the days Monday through Thursday inclusive.

All work performed under the 12 hours shift schedule as included in Appendix “A” shall be paid at straight time.

All work in excess of 12 hours on any shift shall be paid at the overtime rate.

Subject to overtime provisions, any time worked within the 12 hour schedule on any statutory holidays shall be paid for at the rate of time and one-half for the hours worked in addition to 8 hours for the statutory holiday.

Due to the nature of the 12 hour shift, continuous standby is necessary and mandatory to the acceptance of this schedule. No standby compensation will be paid for normal standby duties.

When an employee is required to change shifts, twelve (12) hours will elapse between the first and second shifts. If, however, an employee is required to work on a second shift in less than twelve (12) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the twelve (12) hours have elapsed. It is also understood that sixteen (16) hours must elapse between the ending of the second shift and the beginning of the third shift. If it is necessary to bring an employee of a third shift before the expiry of sixteen (16) hours, the employee will be paid the overtime rate for the whole third shift.

L.15.2 General Campus

This Article applies to shift workers assigned to Boiler Room operations at the General Campus only and does not apply to other CUPE Local 4000 members. The provisions of this Article shall prevail over other provisions of the Collective Agreement.

The assignment of personnel shall be governed by the Operating Engineers Act.

The normal daily working schedule shall be composed of a shift of eight (8) consecutive hours including a thirty (30) minute paid meal period and/or twelve (12) consecutive hours including a paid meal period of forty-five (45) minutes as dictated by the Master Schedule attached as Appendix "B".

All work performed in accordance with the 12 and 8 hour shift Master Schedule shall be paid at the straight time hourly rate of pay.

All work performed in excess of a 12 or 8 hour shift in the Master Schedule or in excess of eighty (80) hours in a two week pay period shall be paid at the overtime rate.

Where an employee's schedule needs to be modified from the Master Schedule and the total number of hours in a two week pay period is less than eighty (80) hours, the hours he is short shall be made up as an extra eight (8) hour shift with excess hours in the pay period being paid at the overtime rate.

An employee required to work on a statutory holiday shall receive two and one-half (2½) times his regular straight time hourly rate for all regular hours worked on that day. If the employee is required to work additional hours following his full shift on that day, or called back to work on an overtime basis, the employee shall receive three (3) times his regular straight time hourly rate for such additional hours worked on the statutory holiday. The difference between the number of regular hours worked on

the statutory holiday and the lieu day equivalent will be paid at his straight time hourly rate.

For the purpose of replacing absent workers as per Appendix “B”:

- (a) Bb will replace BCC for vacations, union leave, bereavement leave, sick leave and parental leave.
- (b) BEO(m) and BEO(t) will replace Bb when latter is called to replace BCC or on holidays.

BEO(r) will replace:

- (a) Bb when BEO(m) or BEO(t) are on vacation
- (b) BCC when Bb is on vacation or Bb cannot replace BCC because of overlapping shifts.
- (c) BCC for 8 hour relief shifts on Wednesdays

Replacing a BCC in the event of a one day sickness the order of call back will be:

- (a) Off duty BCC's
- (b) Off duty BEO

Replacing a BCC on Wednesday 07:00 to 15:00 shift the order of call back will be:

- (a) BCC(D) Thursday
- (b) BCC(n) Thursday
- (c) BCC(e) Wednesday (16 hours)

Replacing a BEO in the event of a one day sickness the order of call back will be:

- (a) The most senior BEO scheduled on that day on maintenance or pneumatic tube duty to replace the entire shift
- (b) The most senior BEO not scheduled to work that day
- (c) The most senior BCC not scheduled to work that day

No more than two employees unless operational requirements allow a greater number employed as BCC or BEO may be on vacation at a given time.

In the event of a layoff, BCC's may displace BEO's with less bargaining-unit-wide seniority and BEO's may displace BCC's with less bargaining-unit-wide seniority. The qualifications, duties and responsibilities of Building Control Centre Operators and Building Equipment Operators are as per Appendix "C", "D", and "E" of this Collective Agreement. The parties agree that those employees presently occupying such positions will not be dismissed or demoted for lack of the qualifications described unless the demotion or dismissal is related to loss of an existing qualification, job redundancy or dismissal for just cause. For the purpose of newly hired employees and promotions, all qualifications and conditions stipulated in the Appendices shall apply.

L.15.3 Riverside Campus

This Article applies to shift workers assigned to Boiler Room operations at the Riverside Campus only and does not apply to other CUPE Local 4000 members. The provisions of this Article shall prevail over other provisions of the Collective Agreement.

The assignment of personnel shall be governed by the Operating Engineers Act.

The Master Schedule shall be as per Appendix "F".

L.15.4 Employment in Plant Operations and Maintenance

Due to the type of work carried out, bargaining unit employees employed in Plant Operations and Maintenance shall only be employed on a full-time basis.

The Employer may assign bargaining unit employees to work at the various campuses of the Hospital. A multi site workforce allows the Employer to create contracting in of maintenance work being performed by contractors when it is practicable and cost effective.

ARTICLE L.16 - ELECTIONS

L.16 Provincial Elections

On the occasion of a Provincial election, be it Ontario or Quebec, employees qualified to vote will be entitled to time off without loss of salary as specified in the Ontario Provincial Election Act.

ARTICLE L.17 - COMPENSATION

L.17.1 Annual Increments

Subject to other provisions of the Collective Agreement, annual increments will become effective the first day following completion of one full year of service from the employee's date of employment or from the employee's last annual increment.

L.17.2 Pay Day

The Hospital shall pay all bargaining unit employees by direct bank deposit to the banking institution of the employee's choice no later than 00:00 hours every alternate Friday for all monies owing to them arising from their employment for the fourteen (14) calendar day period ending at midnight on the previous Saturday.

In the event of an occurrence which renders payment by direct bank deposit unavailable to an employee(s), the Employer shall pay its employees by cheque within twenty-four (24) hours of the pay day.

L.17.3 Payment on Severance

Employees severing employment with the Hospital shall be paid all monies owing to them arising from their employment on the pay day of the pay period which encompasses their last day of work. Vacation entitlement utilized but not vested in the employee at the time of termination will be deducted from his final pay.

Subject to the applicable legislation, employees are entitled to arrange in advance for the transfer of severance monies into an RRSP or salary continuation up to the extent of the monies owing.

Hospital uniforms, keys, employee identification card and other Hospital property in the possession of an employee must be returned to the Hospital prior to the above mentioned payday. Failure to do so will result in the replacement value of such articles being deducted from the employee's pay.

L.17.4 Pay Stubs

The day prior to pay day, the Employer shall issue to each bargaining unit employee a pay stub with a detailed description of all monies paid and deductions. The employee's S.I.N. number and bank account or branch numbers shall not appear on the pay stubs.

L.17.5 Change in Compensation

Subject to other provisions, all changes in salary, whether as a result of promotion, demotion, reclassification, attainment of a service anniversary or a general increase shall become effective at the start of the next pay period following such occurrence and shall be retroactive to the date of the occurrence.

L.17.6 Standby/Transportation

(applies to full-time and regular part-time employees only)

An employee called into work while on standby, shall be reimbursed for taxi fare to the maximum amount of \$14 one way. If the employee uses his personal automobile he shall be paid thirty-five (\$0.35) cents per kilometer from home to work and back to a maximum of fourteen dollars (\$14) one way. Where the employee claims reimbursement for taxi fare the employee will provide the Hospital proof of payment of such fare.

ARTICLE L.18 - HOLIDAYS

L.18.1 Paid Holidays

The twelve (12) paid holidays referred to in Article 16.01 are as set out below:

New Year's Day	Civic Holiday
Heritage Day (2nd Monday of February)	Labour Day
Good Friday	Remembrance Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

A lieu day off with pay pursuant to Article 16.03 will be taken at a time mutually agreed upon between the employee and the Hospital. The employee's request to take a lieu day off with pay on a day of his choice shall not be unreasonably denied. Lieu days off with pay not taken prior to the end of the fiscal year in which the statutory holiday occurred will be paid by the Hospital to the employee on the last pay day of the fiscal year.

Notwithstanding the preceding, an employee may take lieu days off with pay for Good Friday and Easter Monday after the end of the fiscal year but no later than forty-five (45) days after Easter Monday.

L.18.2 Holiday Pay Regular Part-Time

Notwithstanding any provision to the contrary, a regular part-time employee described in Article 18.04 (b) and (c) shall enjoy the entitlements under Articles 16.01, 16.02 and 16.03 as herein amended for as long as they maintain their permanent status in their current position. Notwithstanding, if such an employee is displaced from his current position, he shall have the option of continuing to be grandparented with the entitlements under this and other related provisions.

A regular part-time employee described in Article 18.04 (b) and (c) who qualifies under 16.02 will receive payment as follows:

- (a) if the employee works on the holiday - payment as per 16.03;
- (b) if the employee is regularly scheduled to work on the holiday but does not work - his regular working hours for the day.
- (c) if the employee is not regularly scheduled to work on the holiday and does not work - a prorate of regular full time hours.

All of the terms and conditions of this agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior notice to the termination date of September 28, 2006.

Signed and dated in Ottawa, Ontario, this 20th day of December, 2005.

For the "Union"

Original signed by:

Richard Gauthier

Richard Gauthier
CUPE National Representative

Dianne Lavoie

Dianne Lavoie
President, Local 4000

Lou Burri

Lou Burri
1st Vice-president (Acting),
Recording Secretary, Local 4000

Michael Lajeunesse

Michael Lajeunesse
Executive Chief Steward, Local 4000

Bob Heim

Bob Heim
Treasurer, Local 4000

Lorna Boda

Lorna Boda
2nd Vice-president, Unit "A", Local 4000

Greg Isenor

Greg Isenor
2nd Vice-president, Unit "B", Local 4000

(Diane L. Séguin

Diane L. Séguin
2nd Vice-president, Unit "C", Local 4000

For the "Employer"

Original signed by:

Rona Hamilton

Rona Hamilton
Director, Employee Relations

Rebecca Edmonds

Rebecca Edmonds
Senior Employee Relations Consultant

Mark Crichton

Mark Crichton
Employee Relations Officer

Brock Marshall

Brock Marshall
Director, Engineering Operations

Shirley Gay

Shirley Gay
Clinical Director

John Gruno

John Gruno
Director, Hotel Services

Guy Morency

Guy Morency
Manager, Cardiac Imaging

Glendon Farley

Glendon Farley
Operations Manager, Distribution,
Transportation and Supply

Stéphane Lalonde

Stéphane Lalonde
2nd Vice-president, Unit "D", Local 4000

2nd Vice-president, Unit "E", Local 4000

Michel Desjardins

Michel Desjardins
Member at Large, Local 4000

LETTER OF UNDERSTANDING #1

Re: Testing and interviews for Job Applicants

The parties agree that the following issues may be appropriately referred to a Labour Management Committee:

- Testing requirements for job applicants
- Determination of equivalent qualifications
- Job interview process
- Computer skills

Discussions between the parties on these topics shall be for the purpose of identifying the respective concerns of the parties to achieve a mutually satisfactory resolution.

Such discussions shall not prevent the Union or its members from exercising their rights under Article 7 of the Collective Agreement.

LETTER OF UNDERSTANDING #2

Re: Catering General Campus

The parties agree to renew the Memorandum of Agreement between the former Ottawa General Hospital and CUPE Local 1657 signed and dated March 10th, 1998, for the term of this Collective Agreement.

LETTER OF UNDERSTANDING #3

Re: Implementation Part-time Hours of Work

The Hospital shall provide regular part-time employees at the General Campus, and where required at the Riverside Campus, written confirmation of the normal hours of work of their position. It is understood that, subject to other provisions, such written confirmation shall not constitute a guarantee of hours of work. A copy of such document provided to the employee shall also be provided to the Union. Where the employee has reason to believe that the information provided may be inaccurate, the parties shall meet as soon as is practicable to review and resolve such issue.

LETTER OF UNDERSTANDING #4

Re: Grand-parenting Part-time Hours

The parties agree to grandparent the employees defined under Article 2.03 who posted into or otherwise contracted into a predetermined work schedule which exceeds the definition in Article 14.01(b) of the Collective Agreement prior to April 1, 1999.

LETTER OF UNDERSTANDING #5

Re: Telework

The parties agree that Letters of Understanding with respect to Telework in effect as of the date of ratification of this agreement will continue to be in effect during the term of this Collective Agreement.

LETTER OF UNDERSTANDING #6

Re: Extended Shifts

The parties hereto agree that extended shifts of less than eleven and one-quarter (11.25) hours in effect as of September 12th 2003 are grand-parented and further agree that no new extended shifts of less than eleven and one-quarter (11.25) hours will be introduced.

LETTER OF UNDERSTANDING #7

Re: Apprenticeship Programme

The parties agree that within six months of the signing of this Agreement they will meet to review the recommendations made by the Central parties regarding apprenticeship programs.

LETTER OF UNDERSTANDING #8

Re: Orientation or Training Period

During an orientation or training period which exceeds thirty (30) hours per week, a part-time employee including a casual employee will maintain his status, however, for the purpose of Article 14.01 he shall be deemed to be a full-time employee. It is understood that during an orientation or training period the employee being trained or orientated shall normally be in addition to the normal complement of employees and usually accompany another employee who normally performs the work.

APPENDIX B

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
BCC	D	D			n	N				D	e			N	N	N		D	D				N	N			D				
BCC		N	N			D	D			N	N	n	N			D	e		n	N		N	N	D	e	D	D				
BCC	N	N			D	D				N	N	D	D		D	D		N	N		D	D		D	e			N			

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
BEO	b	B			B	B				B	B			B	b	B			B	B				B	B			F	S		
BEO		B	B				B	b	B			B	B				B	B			B	b	B			B	B				
BEO(m)		M	M	M	M	G			M	M	M	M				M	M	M	M	M		M	M	M	M	M	G				
BEO(t)		T	T	T	T	T			T	T	T	G				T	T	T	T	T		T	T	T	T	T	T				
BEO(t)		M	M	r	M	M			M	M	r	M	M			M	M	r	M	G		M	M	r	M	M	M				

- D = 0700 – 1900
- N = 1900 – 0700
- e = 1500 – 2300
- n = 2300 – 0700
- M = 0730 – 1530
- b = 0700 – 1500
- T = 0730 – 1530
- G = 2300 – 0700
- r = 0700 – 1500
- B = 0700 – 1900

APPENDIX “C”

BUILDING CONTROL CENTRE OPERATOR (2)

Job Summary

Responsible to the Manager Plant Operation, responsible for the continued operation and supervision of the Building Automation System and all other related equipment.

Minimum Qualifications

- Grade 12 or better
- Stationary Engineer Second Class or equivalent
- Minimum five (5) years experience in the operation and maintenance of H.V.A.C., other systems controlled through Computerized Building Automation System, pneumatic tube systems, fire alarm system. Computer (PC) environment experience is an asset, other relevant experience will be considered.

Duties and Responsibilities

- Operates the Building Automation System and other life support systems, interprets readings and indications and takes appropriate action.
- Records, in log book provided, where required, all pertinent operating data, viz. Pressure, temperature, humidity, KWH, as dictated.
- Tests equipment such as the standby diesel generators, life safety systems and records pertinent operating data in the log book provided.
- Outside normal working hours, receives off-hour requests for service, investigates, takes corrective action. Initiates further action as required.
- Supervises the work of Building Equipment Operator 2 (B.E.O. 2).
- Performs other related duties as required.
- Keeps informed, observes and practices all safety rules, regulations, and protocols.

APPENDIX “D”

BUILDING EQUIPMENT OPERATOR (2)

Job Summary

Responsible to the Plant Operation Manager and B.C.C. 2

Minimum Qualifications

- Grade 12 or better
- Stationary Engineer Third Class or equivalent
- Minimum three (3) years .experience in the operation and maintenance of H.V.A.C. equipment, other systems controlled through Honeywell Graphic Central, pneumatic tube systems, fire alarm systems. Computer (PC) environment experience is an asset, other relevant experience will be considered.

Duties and Responsibilities

- Verifies all operating equipment for proper operation and initiates with B.C.C. 2 corrective action to be taken when required.
- Familiarizes himself with the operation of all systems.
- Answers all calls issued to him by the B.C.C. 2.
- Records, in **log** book provided, where required, all pertinent operating data, viz. Pressure, temperature, humidity, KWH, as dictated.
- Upon request replaces the B.E.O. 3.
- Performs preventive maintenance tasks on equipment as requested.
- Performs other related duties ad requested.
- Keeps informed, observes and practices all safety rules, regulations, and protocols.

APPENDIX "E"

BUILDING EQUIPMENT OPERATOR (3)

Job Summary

Responsible to the Plant Operation Manager and B.C.C. 2

Minimum Qualifications

- Grade 12 or better
- Stationary Engineer Second Class or equivalent
- Minimum three (3) years experience in the operation and maintenance of H.V.A.C. equipment, other systems controlled through Honeywell Graphic Central, pneumatic tube systems, fire alarm system. Computer (PC) environment experience is an asset, other relevant experience will be considered.

Duties and Responsibilities

- Verifies all operating equipment for proper operation and initiates with B.C.C. 2 corrective action to be taken when required.
- Familiarizes himself with the operation of all systems.
- Answers all calls issued to him by the B.C.C. 2
- Record, in log book provided, where required, all pertinent operating data, viz. Pressure, temperature, humidity, KWH, etc.
- Replaces the B.C.C. 2 for planned absences when prescheduled
- Performs preventive maintenance tasks on equipment as requested.
- Performs other related duties as required.
- Keeps informed, observes and practices all safety rules, regulations, and protocols.

APPENDIX “G”

Memorandum of Agreement

between

**The Canadian Union of Public Employees
and its Local 4000
(the “Union”)**

and

**The Ottawa Hospital/L’Hôpital d’Ottawa
(The “Hospital”)**

Bargaining – MOL File #00-0411

Subject to the ratification of this Agreement by their respective principals, the parties hereto agree to the following as the settlement of all issues between them for the purpose of entering into a Collective Agreement between them:

1. All hourly wage rates for all job classifications shall be increased retroactively as follows:
 - (a) Effective April 1, 1996, a 2% increase to their hourly rate of pay,
 - (b) Effective April 1, 1997, a 1% increase to their hourly rate of pay,
 - (c) Effective September 29, 1997, a 0.5% increase to their hourly rate of pay,
 - (d) Effective April 1, 1998, a 1% increase to their hourly rate of pay,
 - (e) Effective September 29, 1998, a 1% increase to their hourly rate of pay,
 - (f) Effective April 1, 1999, a 1% increase to their hourly rate of pay,
 - (g) Effective September 29, 1999, a 1% increase to their hourly rate of pay, and,
 - (h) Effective September 29, 2000, a 2% increase to their hourly rate of pay.
2. Notwithstanding #1 above, the hourly wage rates of the job classifications and positions previously covered by the terms of the ICTU Local 6 Collective

- Agreement(s) which expired March 31, 1998, will not have their hourly wage increased in accordance with 1(a), (b) and (c).
3. Notwithstanding #1 above, the hourly wage rates of the job classifications and positions previously encompassed within the scope of the predecessor CUPE Local 3997 bargaining unit which joined CUPE in May 1997, will not have their hourly wage rates increased in accordance with 1(a) and (b) above.
 4. Notwithstanding #1 above, the hourly wage rates of the job classifications and positions previously covered by the terms of an OPSEU Collective Agreement which expired on March 31, 1999, will not have their hourly wage rates increased in accordance with 1(a) to (e) above.
 5. Notwithstanding #1 above, the hourly wage rates of the job classifications and positions previously covered by the terms of the CUPE Local 883 Collective Agreement and which have already been increased in accordance with 1 (a) to (g) above, will only have their hourly wage rates increased in accordance with 1(h) above.
 6. Employees and former employees whose hourly wage rates were not properly increased in accordance with the Mitchnik Award for LICO employees will have their hourly wage rates increased in accordance with 1(a) to 1(h), however, lump sum payments paid to such employees subsequent to March 31, 1996, in lieu of increased hourly wage rates in accordance with the Mitchnik Award, will be deducted from the amount of retroactive pay to which they are entitled as a result of 1(a) to 1(h).
 7. Effective December 16, 1999, the date CUPE served notice to bargain, the hourly wage rates of job classifications and positions whose core duties, responsibilities and educational requirements are substantially the same or similar and whose hourly wage rates are different shall be increased to the highest hourly rate of pay among them.
 8. All job classifications and positions except those described in #7 above, will be evaluated by a Joint Job Evaluations Committee comprising of an equal number of Union and Hospital representatives. Such Committee will evaluate such job classifications and positions by utilizing the modified SKEW job evaluation plan previously utilized at the former Civic Hospital, and will establish the relative value of such job classifications and positions in relation to those of job classifications and positions described in #7. Any hourly wage rate increase(s) shall be retroactive to December 16, 1999. Time spent attending meetings of such Committee will be deemed time worked.
 9. No later than thirty (30) days following the date of ratification of this agreement, the parties shall name their respective nominees to an arbitration board and their respective nominees shall seek the selection of a chair to the arbitration board

and the setting aside of dates to hear any disputes which may arise as a result of #7 and #8 above and any other implementation disputes which may arise in the implementation of this Memorandum of Agreement. Such Board shall be constituted in accordance with the Hospital Labour Disputes Arbitration Act and shall exercise the powers conferred to a Board duly constituted under such Act. The parties shall do their utmost to have hearings held before such Board no later than May 31, 2001, for disputes which may arise as a result of #7 above, and no later than November 30, 2001, for disputes which may arise as a result of #8 above.

10. All hourly wage rate increases pursuant to #1 to #6 above shall be implemented on the payday of December 1st, 2000.
11. All retroactivity pursuant to #1 to #6 above shall be paid to employees for the period from April 1, 1999, to December 1st, 2000, on the pay day of December 15th, 2000, by separate payment accompanied by a written statement of the method of calculation, the gross amounts paid and the amount of deductions. Subject to federal legislation, employees will be entitled to arrange in advance for the transfer of any retroactivity into an RRSP.

All retroactivity for the period prior to April 1, 1999, shall be paid no later than October 1, 2001, with the method of payment as previously described above.

12. An employee is only eligible for such retroactive payment as described herein if he/she is actively employed by the Hospital on October 2, 2000 and is a member of the CUPE bargaining unit on such date.
13. No later than twenty-one (21) days following the date of ratification of this Memorandum of Agreement, the Hospital shall provide to the Union, for verification of its accuracy, a copy of the wage schedule incorporating all of the hourly wage rates as described in #1 to #6 and which will appear in Wage Schedule "A" of the Collective Agreement. It is understood that such wage schedule shall subsequently be amended in accordance with #7 and #8 above, at which time the Hospital shall provide to the Union a copy of the amended wage schedule of the Collective Agreement for verification of its accuracy by the Union. It is understood that any disputes as to the accuracy of the wage schedule and subsequently amended wage schedule(s) shall be arbitrable before the Board constituted pursuant to #9 above.
14. All of the provisions appended to this Memorandum of Agreement shall become effective on the date following ratification, and shall be incorporated into and form part of the renewal Collective Agreement which shall be executed by the parties in accordance with Article L.2.14 appended to this Agreement.

The parties agree to recommend ratification of this Memorandum of Agreement by their respective principals no later than fourteen (14) days following the date of signing of this Agreement.

All of the terms and conditions of this agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior notice to the termination date of September 28, 2001.

Signed and dated in Ottawa, Ontario, this 2nd day of October, 2000.

For the “Union”

Jean-Marc Bézaire
National Representative

Mike Lajeunesse
President, Local 4000

Diane Séguin-Philippe
1st Vice-president, Local 4000

Wim Borst
Executive Chief Steward, Local 4000

Mike Francis
2nd Vice-president, Unit 1, Local 4000

Dianne Lavoie
Acting 2nd Vice-president
Unit 2, Local 4000

Raymond Lalonde
2nd Vice-president, Unit 3, Local 4000

Pat Pinches
2nd Vice-president, Unit 4, Local 4000

Melville Dell
2nd Vice-president, Unit 6, Local 4000

Lou Burri
Member at Large, Local 4000

For the “Employer”

Jean-François Brunelle

Marian Neeson
Labour Relations Officer

Robert Jones
Labour Relations Officer

Paula Doering
Clinical Director Medicine

Mike Fry
Director SPD

Susan Blakeney
Clinical Manager, Riverside

Mimi Davies
Director Nutrition and Food Services

Yvon Létourneau
Director Hotel Services

Jack Gustafson
Director Telecommunications

Brock Marshall
Director Operations

Rob Driskell
Member at Large, Local 4000

Pat Eaton
Director Admitting/Patient Registration

Marc Lauzon
Member at Large, Local 4000

APPENDIX “H”
REGULATED HEALTH PROFESSIONS ACT (RHPA)

Workload 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.

APPENDIX "I"

WAGE SCHEDULE

The Wage Schedule is to be appended to the Collective Agreement once finalized by the parties.

Wage increases:

September 29, 2004	1.5%
April 1, 2005	1.5%
September 29, 2005	1.5%
April 1, 2006	1.0%

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